

**MEMORANDUM OF UNDERSTANDING BETWEEN
CHIMACUM SCHOOL DISTRICT
and
CHIMACUM UNIFIED DRIVERS AND SPECIALISTS ASSOCIATION
REGARDING Terms of Employment and Delivery of EDUCATIONAL Services
AFFECTED by COVID-19 FOR THE 2020-21 SCHOOL YEAR**

The Chimacum School District No. 49 ("District") and the Chimacum Unified Drivers and Specialists Association ("Association") hereby confirm the following agreements related to the reopening of school for the 2020-21 school year in light of the unprecedented outbreak of SARS-CoV-2, the virus that causes the illness COVID-19.

WHEREAS, Governor Jay Inslee has proclaimed that an ongoing State of Emergency exists in all counties of Washington State related to COVID-19;

WHEREAS, the Washington Office of Superintendent of Public Instruction ("OSPI") has required the board of directors of each school district to adopt a reopening plan for the 2020-21 school year that addresses topics such as mandatory health and statutory education requirements;

WHEREAS, OSPI has published "Reopening Washington Schools 2020: District Planning Guide" (the "Guide"), which establishes guidance for reopening schools for 2020-21;

WHEREAS, Superintendent of Public Instruction Chris Reykdal has stated that the fall opening for 2020-21 may be a "hybrid face-to-face/online model or any combination of modalities and schedules that meet [the] local community needs, while also affording all students in [a] district access to their basic education rights";

WHEREAS, the District administration has collaborated with Association representatives and other stakeholders on reentry guidelines for the 2020-21 school year ("Reentry Guidelines"), which outline standards, guidelines, and recommendations for reopening school in the areas of operations; student/staff social and emotional wellbeing; school schedules, activities, events, attendance, and enrollment; information and instructional technology; curriculum and instruction; and communications;

WHEREAS, the Board of Directors approved the District's reopening plan ("Reopening Plan") required by OSPI on August 19, 2020;

WHEREAS, Jefferson County remains in "Phase 2" of the "Safe Start Washington" plan issued by Governor Jay Inslee May 4, 2020, and therefore the District announced on August 19, 2020, that school will begin in a hybrid-instruction format for 2020-21; the District will return to regular school operations (with some modifications) when the Superintendent determines it is reasonably safe to do so;

WHEREAS, it is the duty of the District to provide safe and equitable working, teaching and learning conditions for all students and staff, which explicitly serves Black, Indigenous, and students of color, students living in poverty, students who identify as LGBTQ+, and students receiving Special Education and English Language Learner services;

WHEREAS, the parties share a mutual interest in protecting the health and safety of students, families, employees, and the community, and they also share a mutual interest in ensuring that a high-quality education is accessible to all students including, but not limited to, students receiving special education and English-language learner services. In some cases, self-contained Special Education students may be served on school campuses in order to meet Individualized Education Plan (IEP) goals. An open lab may be staffed at a school for students who are having difficulty accessing virtual classrooms on a case-by-case basis;

WHEREAS, the parties desire this Memorandum of Understanding ("MOU") to establish changes to the terms and conditions of work for Association employees for the 2020-21 school year consistent with the Guide and relevant federal, state, and local health and education requirements, due to the unique circumstances of the ongoing, global COVID-19 pandemic; and

WHEREAS, the parties recognize that the COVID-19 pandemic is an unprecedented and still-developing situation that may require further communication and modification of the work.

I. STUDENT AND STAFF HEALTH PRECAUTIONS

At all times, all employees, students, and building visitors will follow county health department guidelines. If guidelines change, the District will update all stakeholders immediately.

The District and Association agree that the public health crisis requires visitors be kept to an absolute minimum. The District shall ensure all visitors are approved and screened prior to entering any district building.

No building will open for in-person teaching and learning without adequate facilities and supplies.

A. Face Coverings

All employees, students, and building visitors shall properly wear a cloth or disposable face mask that covers the chin, mouth and nose and meets the county health department and/or Washington Department of Health guidelines, while at any district facility or in any district vehicles or attending any district event.

1. The District shall provide face coverings for all employees and students as needed, following county health department guidelines.
2. Employees may choose to provide their own face coverings that meet the same standard of effectiveness as District-provided face-coverings and meet county health department guidelines.
3. Face shields may not replace masks but may be used simultaneously. The District shall provide face shields on request.
4. Employees working with students who cannot wear a face covering, or are not because they are eating, shall be provided all appropriate personal protective equipment (PPE), including but not limited to cloth or disposable masks, eye protection, face shields, gloves, and clothing, as described by L&I, the DOH, and the CDC. Those working with multiple cohorts will be provided similar equipment upon request.
5. The District shall create a process by which students choosing to not wear masks (except those students identified for health reasons) or refusing to maintain physical distancing will be promptly identified, removed to a designated safe location separate from any potential interaction with students and non-supervising staff, and required to wear a mask before returning to an in-person learning environment. Administration will be responsible for any progressive student discipline regarding face masks.
6. Building administrators will actively monitor staff and student compliance with social distancing protocols and other safety precautions and report concerns.

The District will provide notice to all employees, parents/guardians, and students of relevant health and safety protocols as they exist at that time. Should health and safety protocols change during the school year, the District will provide reasonable notice to the Association leadership and affected employees.

B. Health Screenings

Any person entering a school facility will complete a daily health attestation, be screened for COVID-19 symptoms, and will have their temperature checked by district personnel, prior to entering that facility. Employees shall have the option to self-screen. Students or employees displaying any COVID-19 symptoms (identified per county health department guidelines) will go directly to the designated quarantine area or directly home. Students will be escorted to the quarantine area as needed. Health screening attestations must be provided in the home language of students' families/guardians.

The District will ensure DOH recommended health screening will happen upon entry to campus, to include staff, students and approved visitors. The District and the Association will develop a health screening plan process for staff health screening upon entry to campus, continuing to follow the DOH guidelines.

C. Physical Distancing

The District will develop procedures for distancing on buses following Department of Health; OSPI and Washington State Patrol guidelines.

D. Handwashing

The district shall provide adequate facilities and supplies for staff and student handwashing as required by OSPI's guidelines, including handwashing stations and hand-sanitizing supplies in each vehicle classroom/workspace.

E. Exclusion of Students and Staff with COVID-19 Symptoms

Students and staff who display COVID-19 symptoms as defined by CDC and/or WaDOH, shall be immediately excluded from the classroom setting, regardless of testing status.

1. Classrooms and other facilities used by a student or staff member who is excluded as described above shall be immediately disinfected according to CDC, DOH, and OSPI guidelines.
2. Employees who were exposed to a student or staff member who is excluded as described above during the school day shall be notified as soon as possible, but no later than the end of the day.
3. The District shall provide a safe room for excluded students to wait for their parents/ guardians. This room shall be designated specifically for this purpose. No bargaining unit employee shall be required or expected to supervise students who are excluded with COVID-19 symptoms.

F. Meetings

Meetings, including professional development shall be provided remotely or socially distanced outside following the current recommendations of the public health department. Employees may opt to attend in-person meetings remotely.

G. Sanitation of Facilities

The district shall provide custodial support to sanitize all surfaces at appropriate daily intervals. The district shall provide custodial support to frequently clean high use areas including bathrooms, classrooms, common spaces, etc. Employees will be responsible for cleaning their own personal working space, i.e. bus following procedure in the current bargaining agreement.

H. Employee Rights to a Safe Work Environment

The District is committed to providing a safe and healthy work environment as required by DOH, L&I, and OSPI. Any staff member who has a concern should report their concerns to their supervisor. The supervisor will respond to the concern no later than the end of the day.

II. EMPLOYEE ASSIGNMENTS

Alternate Reassignment

The parties recognize that use of remote or hybrid modes of instruction may necessitate additional reassignment or additional assignments of association members to meet emerging needs. Therefore, the

parties agree that reassignments or additional assignments related to transportation needs of remote, or hybrid learning are to accommodate urgent needs of the District. The District will provide reasonable notice to employees of any proposed reassignment or additional assignments. Such reassignment or additional assignments shall be made to maintain or provide additional hours of work with the agreement of the affected employee. Such assignments are, but not limited to the same, as follows:

- A. Food pick-up and delivery to students
- B. Food preparation
- C. Student supervision
- D. Academic work pick-up and delivery to students
- E. Assisting in providing "hot-spots", wi-fi access and other technological assistance for student learning and connectivity
- F. Specialized routes as adopted during the year
- G. Maintaining, sanitizing, disinfecting and otherwise preparing vehicles for use
- H. Aiding in and providing support for the supervision of students in District vehicles
- I. Maintaining logs and providing necessary reports of transport activities

Assignments or Reassignments Staffing

Regular route runs for the transport of students shall be staffed consistent with practices in place previous to this MOU or expanded as needed. Additional assignments or reassignments concerning the delivery of food as well as educational materials or the assistance with technology needs as included in "b", above, shall be completed with no fewer than two bargaining unit members present, if available, to accomplish such tasks to insure the safe operation of the vehicle and the safety of the staff.

III. SAFETY AND DISCIPLINE

Ensuring the safety and health of students and staff shall be the District's first priority. Students shall be required to follow all safety protocols at all times. Accommodations will need to be made for students with disabilities who are not required to wear masks due to physical, cognitive, and developmental disabilities.

Students who willfully and repeatedly violate safety protocols may be excluded from face-to-face instruction in accordance with local health ordinances, the collective bargaining agreement and state law, and until they agree to follow safety protocols.

IV. EVALUATION

For the duration of this MOU, the District will follow OSPI guidelines related to evaluation of employees.

V. LEAVES

COVID-19 presents unique health, family, disability and staffing challenges for the District and its employees. The following provisions are included to provide clear, objective, and practical options for the District and the employees facing those challenges. In all cases, strict compliance with all relevant District safety and health rules will be an essential function of each employee's job.

Employees who have been directed to leave work to get tested for COVID-19 shall be provided up to two (2) days of paid administrative leave that will not be deducted from their available paid leave. The District may assign alternative work during this time.

Paid administrative leave for the period of mandatory quarantine if the employee has exhausted EPSL, an alternative work assignment is unavailable, and the quarantine was due to a confirmed exposure at a District worksite.

A. Employees with COVID-19/Suspected COVID-19

Employees who have been diagnosed with COVID-19, or are experiencing symptoms of COVID-19 and are seeking a medical diagnosis, may not come to work at a District work site and may access any or all of the following benefits under the terms of the applicable collective bargaining agreement (CBA) or law:

1. Emergency Paid Sick leave (EPSL) under the federal Families First Coronavirus Response Act (FFCRA), if necessary, up to the employee's regular daily salary
2. Leave for illness, injury or emergency
3. Shared leave
4. Personal leave and/or vacation leave available under CBA
5. Washington Paid Family Medical Leave (PFML)
6. Worker's compensation (Claims that meet certain criteria for exposure will be considered on a case-by-case basis.)
7. Family Medical Leave Act (unpaid leave except for continued health insurance benefits);
8. Unpaid leave of absence for the period of the temporary disabling condition; long-term disability benefits;
9. Unemployment benefits.

B. Employees Quarantined Due to Possible Exposure to COVID-19

Employees who have been advised by a public health agency to quarantine at home due to possible exposure to COVID-19 may not come to work at a District work site and may access any or all of the following benefits under the terms of the applicable collective bargaining agreement (CBA) or law:

1. Emergency Paid Sick leave (EPSL) under the federal Families First Coronavirus Response Act (FFCRA), if necessary, up to the employee's regular daily salary
2. Leave for illness, injury or emergency
3. Shared leave
4. Personal leave and/or vacation leave available under CBA
5. Washington Paid Family Medical Leave (PFML)
6. Worker's compensation (Claims that meet certain criteria for exposure will be considered on a case-by-case basis.)
7. Family Medical Leave Act (unpaid leave except for continued health insurance benefits);
8. Unpaid leave of absence for the period of the temporary disabling condition; long-term disability benefits;
9. Unemployment benefits.

C. Employees Caring for Someone with COVID-19/Suspected COVID-19

Employees who are caring for an individual who is subject to quarantine because that individual has been diagnosed with COVID-19, or is experiencing symptoms of COVID-19 and is seeking a medical diagnosis, may not come to work at a District work site and may access any or all of the following benefits under the terms of the applicable collective bargaining agreement (CBA) or law:

1. EPSL with possible supplementation up to the employee's regular daily salary if the employee's salary exceeds the statutory EPSL cap (\$200/day) by other paid leaves identified below
2. Leave for illness, injury or emergency
3. Shared leave
4. Personal leave and/or vacation leave available under CBA
5. Washington Paid Family Medical Leave (PFML)
6. Worker's compensation (Claims that meet certain criteria for exposure will be considered on a case-by-case basis.)
7. Family Medical Leave Act (unpaid leave except for continued health insurance benefits);
8. Unpaid leave of absence for the period of the temporary disabling condition; long-term disability benefits;
9. Unemployment benefits.

D. High Risk Employees

Employees who are at higher risk of severe illness or death from COVID-19 as that term is defined by the Governor's proclamation may choose to come to work at a District work site when required by the employee's assignment or may choose to access any or all of the following benefits under the terms of the applicable collective bargaining agreement (CBA) or law:

1. High Risk Employees will be provided alternative assignments for the year if available (see Section F below);
2. EPSL if daily rate is higher, if necessary, up to the employee's regular daily salary;
3. Leave for illness, injury or emergency;
4. Personal leave and/or vacation leave under the terms of the CBA;
5. Unpaid leave of absence; and
6. Unemployment benefits.

E. Employees Who Otherwise Request to Not Work at a District Work Site Due to Concern for Safety

An employee whose assignment requires work at a District worksite and who does not fit within the conditions of Sections A-E, above, may choose to access any or all of the following benefits under the terms of the CBA or law: employee's own available personal leave; or unpaid leave of absence for the 2020-21 school year. Employees who allege their workplace is unsafe are encouraged to immediately report their concerns to their supervisor. Such employees may in limited circumstances also have recourse through L&I under WAC 296-360-150.

F. Leave Without Pay

Employees who wish to take leave without pay can make this request at any time for the duration of this MOU. These employees must honor their existing route assignment for at least two weeks so a replacement for their position can be hired.

G. Possible Limitations

All the contractual, insurance, and statutory leave benefits referenced above have specific rules or external agencies that govern their application, and the terms of this agreement will be interpreted consistent with those rules and agencies. Some of the leave entitlements may require documentation from a health care provider. EPSLA is subject to the requirements of Federal Law. The leave entitlements within the FFCRA (both EPSLA and EFMLA) currently expire December 31, 2020, and the parties agree to meet prior to that date to reconsider whether the leave entitlements above will be amended. The parties also agree

to meet and review any necessary changes to this agreement if or when legally-applicable definitions of "high risk employees" change or expire.

VI. COMMUNICATION

In the event that the District learns that employees, students, or other visitors to District facilities have tested positive for or are suspected of having COVID-19 and that contact tracing and communication with potentially affected persons is necessary, appropriate District administration will perform those duties in collaboration and in conjunction with Jefferson County Health Department. The district will promptly notify the Association leadership and keep them updated regarding the developing situation.

VII. 2020-21 SCHOOL CALENDAR and WORK YEAR CALENDAR

The District and Association need to revisit the calendar, early-release, nonworking Mondays, and designation of A, B, and C days.

The parties do not presently anticipate changes to the Board-approved calendar for the 2020-21 school year, other than that the following dates originally intended as possible snow make-up days may be used to make up days that instruction could not be provided across the District due to COVID-19: February 12, May 28, June 21 and 22. It is currently anticipated that school will be in session through June 18, 2021. The District and the Association may add makeup days after the last scheduled day of school, if needed.

The Association understands that the school calendar must include 180 instructional days. The agreement for the calendar is that it will include five additional snow days in June, but may require additional days beyond that if needed.

VIII. REOPENER

In the event the Association employees are required to perform other duties not outlined in this MOU such duties will be negotiated prior to the start of work.

IX. EFFECTIVE DATE

This MOU will be in effect for the 2020-21 school year, unless the parties agree in writing to terminate it earlier. This MOU is not precedent-setting and is intended to address only the specific and unprecedented health emergency presented by COVID-19. All other provisions of the collective bargaining agreement shall remain in full effect.


District / Date

 10/13/2020
Association / Date

