Memorandum of Understanding
Between the Wishkah Valley School District
And
The Wishkah Valley Education Association

Whereas COVID-19 continues to create a public health emergency and the Office of the Superintendent of Public Instruction, the Office of the Governor, and state and local Departments of Health have issued requirements for the 2021-2022 school year that substantially affect the wages, hours, and working conditions of Association members, the parties agree to the following:

I. On-site Student and Staff Health Precautions

A. Requirements: The Wishkah Valley School District will comply with all relevant Washington State, Washington Department of Health (DOH), Washington Labor and Industries (L&I), Office of Superintendent of Public Instruction (OSPI), and Grays Harbor Public Health (GHPH) COVID-19 requirements.

B. Training: All staff shall receive training on COVID-19 health and safety precautions prior to the first on-site student contact day. Employees hired after the start of school shall receive this training prior to their first day with students. This training shall be on paid time. This training may not be scheduled on a teacher-directed day or during teacher-directed time.

C. Communication with students and families: As health and safety expectations change, staff, students and their families, will receive regular communication from the district regarding health and safety requirements.

D. Supervision for compliance: The district shall designate an administrative supervisor to monitor employee health and safety. Prior to any employees’ first workday, employees shall be notified of the name and contact information of this supervisor. No bargaining unit member shall act as such a supervisor.

E. Employee rights to a safe work environment: District administration agrees to provide prompt direction to employees when questions or concerns regarding staff and student safety arises. In the event an employee does not believe the district is following advice from the Department of Health and/or Labor and Industries to adequately protect staff or student safety, the employee shall have the right to remove themselves from the unsafe situation after assuring student supervision will continue.

The building administration will take over supervision of students until such time as the safety concern is properly addressed. The employee agrees to stay on the work site, but in a safe location, until excused by building administration or until the safety concern is addressed and adequately resolved.

The employee has the right to union representation if there are disputes over proper resolution of the safety concern and the association has the right to be involved in the resolution of any such concerns. The employee also has the right to file a complaint with the Labor and Industries Division of Occupational Safety and Health and the district will not discriminate or retaliate against an employee who files such a complaint as specified by law.

II. 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 requirements.

A. Violations of safety requirements: Students who willfully and knowingly violate safety requirements may be excluded from the classroom, in accordance with the collective bargaining agreement and state law. Student discipline for any infraction described above shall be proportionate to the age and cognitive ability of each child. In the event a student willfully and knowingly violates safety requirements towards a staff member in manner that may cause harm.

III. Instruction

No employee will be required or expected to provide simultaneous online and in-person instruction for students who are quarantined or isolated due to COVID-19. In the event more than half of any scheduled class is quarantined due to COVID-19 exposure the teacher(s) will work with their building administrators to establish a mutually agreeable plan to deliver instruction to the class. Such a plan may include simultaneous instruction only at the request of the teacher.
IV. Vaccinations

A. Employee vaccine status: Employees may show vaccine cards, documentation from a healthcare provider, or records from the state vaccine database to demonstrate vaccination status. The district may keep records of vaccine status in compliance with all applicable state and federal laws.

B. Vaccine leave: Employees may access up to two (2) paid days of COVID-19 leave as described in Section V. of this MOU to recover from vaccine related side-effects. This leave is also eligible to employees who receive third doses or booster shots on the advice of their healthcare providers.

C. Mandate exemptions: Exemptions from the vaccination requirements for school employee medical or religious reasons shall be established and executed consistent with requirements established by law.

V. COVID-19 Leave

Consistent with the Health Emergency Labor Standards Act, any employee who contracts COVID-19 and provides proof of diagnosis is presumed to have contracted the virus at work unless there is a preponderance of evidence to prove otherwise. Employees diagnosed with COVID 19 may be eligible for Workers' Compensation benefits and may choose to supplement these benefits with unused leave.

VI. Duration

This MOU shall remain in effect through the 21/22 school year or the end of the declared COVID state of emergency. In the event of other legislative or regulatory changes impacting this MOU the parties shall meet to bargain the impacts within five (5) days. All terms and conditions of the Collective Bargaining Agreement shall remain in full force and effect unless specifically modified by this MOU.

This MOU will be construed consistently with any existing state and local public health guidance and if the guidance changes, the District will follow the new guidance.

Wishkah Valley Education Association

By:  
Association President  Date: 3/8/22

Wishkah Valley School District

By:  
Superintendent  Date: 3/8/2022