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. Face coverings: All employees, students, and building visitors shall wear face coverings consistent with the most recent guidance from state and local health officials. The District shall provide disposable face coverings for all employees and students who need them.

1. Employees may choose to provide their own face coverings.

2. Employees working with students who cannot wear a face covering because of a legally recognized exemption shall be provided all appropriate personal protective equipment (PPE), including but not limited to medical grade masks and gloves, as described by L &I.

B. Health screenings: Staff will be expected to self-screen for COVID-19 symptoms. Families will be required to screen students prior to each school day. Any student, employee, or visitor displaying COVID-19 symptoms will not be permitted to enter any district facility or vehicle.

C. Physical distancing: The school district will follow the Department of Health [DOH(s)] and Department of Labor and Industries ["L&I"] guidelines for physical distancing for students and for staff. Remote/virtual options shall be available for staff meetings and PD.

D. Handwashing: The district shall provide adequate facilities including hot water and supplies for staff and student handwashing. No employee shall be required to supervise students of the opposite gender from the employee’s identified gender in bathrooms or locker rooms while handwashing.

E. Exclusion of students and staff with COVID-19 symptoms: Students and staff who display COVID-19 symptoms shall be immediately excluded from the classroom/workplace setting. 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 WVEA bargaining unit employee except RNs shall be required or expected to supervise students who are excluded with COVID-19 symptoms. RNs providing supervision shall be provided appropriate PPE for working with COVID-19 infected patients. Non-WVEA personnel may be assigned supervision of such students and staff showing Covid-19 symptoms consistent with DOH(s)’ and L&I’s Covid-19 safety requirements.

F. Sanitation of facilities: The district shall provide custodial support to disinfect all high touch- surfaces used by students and staff.

G. 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.
H. Communication with students and families: Students and their families will receive regular communication from the building and/or district regarding health and safety expectations, including but not limited to DOH(s)' requirements, wearing face coverings, physical distancing, handwashing, and health screenings.

I. 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.

J. 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 protocols.

A. Violations of safety protocols: Students who willfully and knowingly violate safety protocols 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 protocols towards a staff member in manner that may cause harm (for example, purposefully removing a mask and coughing or sneezing on the employee), the employee shall have access to COVID-19 testing if requested and shall have access to COVID-19 leave as described in this MOU for any required quarantine period.

III. Instruction
No employee will be required or expected to provide simultaneous online and in-person instruction for students who are quarantined 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
All eligible employees are encouraged to be vaccinated against COVID-19. The district will partner with local healthcare providers to provide vaccine access and information to employees and employees’ families.
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 as described in Section IV.B of this MOU and any accrued sick or personal leave. Employees required to quarantine because of a Covid-19 work exposure or who suffer side effects upon vaccination, will be provided up to two (2) days of paid leave without deductions from their sick leave or personal leave as described in Section IV.B.

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.

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**Wishkah Valley Education Association**

By: [Signature] 9/7/21
Association President  Date

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**Wishkah Valley School District**

By: [Signature] 9/7/2021
Superintendent  Date