MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING SETS FORTH THE FOLLOWING AGREEMENT BETWEEN THE PUBLIC SCHOOL EMPLOYEES OF WASHINGTON/SEIU LOCAL 1948, PUBLIC SCHOOL EMPLOYEES OF WISHKAH VALLEY CHAPTER AND THE WISHKAH VALLEY SCHOOL DISTRICT PURSUANT TO ARTICLE XV, SECTION 15.3 OF THE COLLECTIVE BARGAINING AGREEMENT.

This agreement is arrived at due to the Covid-19 pandemic and the restart of school. In recognition of the effect of the pandemic effects on working conditions, there will be different effects in different classifications of work.

All Labor and Industry required personal protective equipment (PPE) will be provided by the District.

Secretaries
Secretaries will continue at their regular hours.

Para Educators.
On return to work all paras will continue on last year’s pay (regular number of daily/weekly hours of work) and benefits (subject to any salary increase). These assignments and or hours may be changed and or reduced subject to seniority provisions of the agreement. Assignments may change due to the services offered by the District and the schedule.

Paras may cut hours voluntarily, subject to agreement with the District. The hours will be returned at the time of regular school attendance.

Teachers will provide instruction and instructional materials via the Canvas platform. Para educators will provide student support in the classroom or by distance learning if infection rates necessitate a return to a 100% distance learning model.

Food Service Employees.
Food Service employee’s hours will not be reduced for the 20-21 school year from the 19-20 school year. There may be a change in hours of beginning and ending of shift to work within the needs of the district in accordance with the CBA. (This section will be void if state or federal laws regarding nutrition in schools change.) Additional contingencies will be developed to have continuous nutrition services if current employees are out on leave.

There may be some cross-classification work assignments of other classification employees being assign FS work. Paras may assist in FS delivery for example.

Custodial Maintenance.
Custodial/Maintenance work hours will not be changed from the 19-20 to the 20-21 school year. Additional contingencies will be developed to have continuous maintenance/custodial services if current employees are out on leave.

Maintenance employees may be called upon to assist intermittently in other classification work.

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Drivers.
On the beginning of school attendance drivers will be returned to their regular hours as routes necessitate.

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.

1. 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:
   a. Emergency Paid Sick Leave (EPSL) under the federal Families First Coronavirus Response Act (FFCRA);
   b. Sick leave;
   c. Shared leave;
   d. Washington Paid Family Medical Leave (PFML);
   e. Worker’s compensation (Claims that meet certain criteria for exposure will be considered on a case-by-case basis.)
   f. Family Medical Leave Act (unpaid leave except for continued health insurance benefits);
   g. Personal leave;
   h. Unpaid leave of absence for the period of the temporary disabling condition;
   i. Long-term disability benefits; and
   j. Unemployment benefits, if applicable per Employment Security Department rules.

2. Employees Quarantined Due to Possible Exposure to COVID-19: Employees who have been ordered or 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. Employee must seek a diagnosis and report results to the Superintendent’s office.
   a. Alternative assignment for work/services which may be provided from home, if available (see section 12 below);
   b. EPSL with supplementation up to the employee’s regular daily salary if the employee’s salary exceeds the statutory EPSL cap ($511/day) by (a) paid administrative leave if the quarantine was due to reported exposure at a District work site; or (b) other paid leaves identified below if the quarantine was due to reported exposure elsewhere without the supplementation of the employees daily salary;
   c. Worker’s compensation (Claims that meet certain criteria for exposure will be considered on a case-by-case basis.)
   d. An alternative work assignment for work/services provided at home is unavailable, and the quarantine was due to reported exposure at a District work site;
   e. Sick leave;
   f. Personal leave;
   g. Unpaid leave of absence for the period of the quarantine; and
   h. Unemployment benefits, if applicable per Employment Security Department rules.
3. **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:

   a. Alternative assignment for work/services which may be provided from home, if available (see section 12 below);
   b. EPSL;
   c. Sick leave;
   d. Shared leave;
   e. Personal leave;
   f. Washington Paid Family Medical Leave (PFML);
   g. Family Medical Leave Act (unpaid leave except for continued health insurance benefits);
   h. Unpaid leave of absence for the period of time the employee is unable to come to work at a District work site; and
   i. Unemployment benefits, if applicable per Employment Security Department Rules.

4. **Increased Risk Employees:** Increased Risk Employees are defined as individuals with severe illnesses per CDC guidelines including “are at an increased risk” individuals and “might be at an increased risk” individuals:

   Employees who are Increased Risk Employees of severe illness or death from COVID-19 as that term is defined by the Center for Disease Control (CDC) may choose to access any or all of the following benefits under the terms of the applicable collective bargaining agreement (CBA) or law:

   a. Employees may request accommodations under the Americans with Disabilities Act. The district and employee would follow the process under the ADA to provide appropriate and reasonable accommodations.
   b. Alternative assignment for work/services which may be provided from home, if available (see section J below);
   c. EPSL;
   d. Sick leave;
   e. Personal leave;
   f. Unpaid leave of absence with required notice of the employee’s intended return date; and
   g. Unemployment benefits, if applicable per Employment Security Department rules.

5. **Increased Risk Individual in the Employee’s Household:** Employees who themselves are not at increased risk but have someone in the household who is at increased risk of severe illness or death from COVID-19 as that term is defined by the CDC may choose to access any or all of the following benefits under the terms of the applicable collective bargaining agreement (CBA) or law:

   a. Alternative assignment for work/services which may be provided from home, if available (see section 12 below);
   b. EPSL
   c. Sick leave;
   d. Personal leave; and
6. **Employees with Children Impacted by School Closure:** An employee who must care for the employee’s child because of a school closure due to COVID-19 precautions may choose to access any or all of the following benefits under the terms of the applicable collective bargaining agreement (CBA) or law:

   a. EPSL;
   b. Emergency Family and Medical Leave (EFML) under the FFCRA (partially unpaid, and partially paid at 2/3 regular wages up to a maximum of $200/day);
   c. Sick leave;
   d. Personal; and
   e. Unpaid leave of absence with required notice of the employee’s intended return date.

7. **Employees Who Cannot Wear a Face Covering or Other Required PPE:** An employee whose assignment requires work at a District work site and who cannot wear personal protective equipment (PPE) required for the employee’s assignment, including but not limited to a face covering, may choose to access any or all of the following benefits upon presentation of appropriate documentation from the employee’s health care provider and under the terms of the applicable collective bargaining agreement (CBA) or law:

   a. Employees may request accommodations under the Americans with Disabilities Act. The district and employee would follow the process under the ADA to provide appropriate and reasonable accommodations.
   b. Alternative assignment for work/services which may be provided from home, if available (see section 12 below);
   c. Leave for illness, injury or emergency;
   d. Personal leave and/or sick leave;
   e. Unpaid leave of absence with required notice of the employee’s intended return date; and
   f. Other accommodations identified through the interactive process of the Americans with Disabilities Act (ADA) and the Washington Law Against Discrimination (WLAD).

8. **Employees Who Choose to Not Wear a Face Covering or Other Required PPE:** An employee whose assignment requires work at a District work site and who does not have a documented inability to wear PPE required for the employee’s assignment, including but not limited to a face covering, but nevertheless does not wish to do so, may choose to access any or all of the following benefits under the terms of the applicable collective bargaining agreement (CBA) or law:

   a. Personal leave and/or sick leave (only available under the terms of some CBAs); and
   b. Unpaid leave of absence with required notice of the employee’s intended return date.

9. **Employees Who Otherwise Choose to Not Work at a District Work Site Due to Concern for Safety:** An employee whose assignment requires work at a District work site and who does not fit within the conditions of sections a-h above, may choose to access any or all of the following benefits under the terms of the applicable collective bargaining agreement (CBA) or law:

   a. Personal leave with required notice of the employee’s intended return date.
   b. Unpaid leave of absence with required notice of the employee’s intended return date.
Employees who allege their workplace is unsafe are encouraged to immediately report their concerns to their supervisor and/or the workplace safety committee. Such employees may in limited circumstances also have recourse through the Department of Labor & Industries under WAC 296-36-150.

**Employee Rights to a Safe Work Environment:** As per WAC 296-800-11005, the District shall provide employees a workplace free from recognized safety and health hazards. District administration agrees to provide prompt direction to employees when questions or concerns regarding staff and student safety arise. District administration agrees to provide prompt direction to employees when questions or concerns regarding staff and student safety arise.

In conformity with WAC 296-360-150, an employee who encounters an unsafe or dangerous working condition shall have the right to remove him/herself from the situation until such time as the safety concern is properly addressed by the District.

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 and building administration will take over supervision of students until such time as the safety concern is properly addressed. After the employee has removed him/herself from the unsafe environment he/she should immediately contact District administration regarding the situation. The employee agrees to stay on the work site, but in a safe location, until excused by District administration or until the safety concern is addressed and adequately resolved.

Employees who believe their workplace is unsafe should to immediately report their concerns to their supervisor. 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. The district will not discriminate or retaliate against an employee who files such a complaint.

10. **Documentation.** When an employee requests leave under Sections 1-9, above, the District may require, and an employee will provide within three (3) business days (or such other number of days as required by law), written documentation that the employee qualifies for such leave. For example, in the case of an employee diagnosed with COVID-19, the District may require a doctor’s note. In any event, the District will request only such documentation as is consistent with federal and state law. The District will take reasonable steps to maintain the confidentiality of medical information received under this Section.

11. **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 MOU will be interpreted consistent with those rules and agency interpretations. The leave entitlements of the FFCRA (both EPSL and EFML) currently expire December 31, 2020.

12. **Duration.** The term of agreement, shall be the end of the 2020-2021 school year or the government lifting the state of emergency. In the event new, binding guidance or legislation comes into effect during this time, the parties shall meet to bargain the impacts within five (5) days.
13. **Ongoing Negotiations.** The parties agree to meet regularly to discuss and negotiate any impacts to working conditions, including COVID impact compensation, as public health agencies change recommendations for in-person work.

The parties further agree that as of 10/21/2020 they are continuing to bargain regarding a salary reopener of Schedule A for the 20-21 contract year pursuant to Section 18.2 of the Agreement. This bargain will continue and salary terms will be effective retroactively when agreement is reached.

PUBLIC SCHOOL EMPLOYEES OF WISHKAH VALLEY

BY: [Signature]
Wendy Olson, Chapter President

DATE: **10-22-2020**

WISHKAH VALLEY SCHOOL DISTRICT #117

BY: [Signature]
Donald B. Hay, Superintendent

DATE: **10/22/2020**