

1 **Memorandum of Understanding By and Between**

2 **The Chehalis School District and**
3 **The Chehalis Education Association**

4 **Agreement Regarding Terms of Employment and Delivery of District Services Impacted by**
5 **the COVID-19 Crisis**

6 The District and Association agree upon this Memorandum amidst the COVID-19 pandemic in
7 order to resolve questions regarding employment and District services in this unprecedented
8 time.

9 For the start of the 2020-21 school year, the Chehalis School District is planning a sustainable
10 and flexible online/remote-only instructional model for most students provided that certain
11 programs may require onsite instruction, e.g. ELL, Special Education, etc. There are also
12 potential stages for in-person/online hybrid models that would allow education to pivot at any
13 time between remote, hybrid and in-person learning. These stages will be determined by the
14 impacts of a changing health situation, available resources, and direction from OSPI, our
15 Governor and our Health Department(s). As the public health situation continues to evolve, the
16 District and the Chehalis Education Association will continue to work together to review the
17 impact of these models and, if necessary, will renegotiate the MOU. Our model of reopening
18 schools, including all potential hybrid learning models, will prioritize the health and safety of our
19 students, staff and entire district-community, positive and justice-driven educational outcomes,
20 the social-emotional needs of students and staff, and thoughtful financial stewardship.

- 21 1. **Health and Safety:** District-wide health and safety protocols will be designed to comply
22 with guidance of all applicable public health agencies. Strict compliance with all relevant
23 District safety and health rules will be an essential function of each employee's job. Effective
24 on the date of this MOU, the Chehalis School District's Health and Safety Protocols are
25 described in Appendix A.
- 26 a. **Employees who are at an increased risk:** All staff have the opportunity to request
27 accommodations due to increased risk of serious health consequences due to contracting
28 the COVID-19 virus. This request must be made to the Chehalis School District Human
29 Resources Department. Any staff member who makes such a request may elect to be on
30 remote status until such time that the request has been processed and a final
31 determination has been made.
- 32 b. Employees may choose to work remotely from home or school and will contact their
33 building administrator to establish a schedule. Staff choosing to work remotely from
34 home must be onsite on Wednesdays. Staff working remotely who choose NOT to come
35 in on Wednesdays must use a sick leave day. This provision is in effect until such time
36 that the employee must be onsite to perform face-to-face instruction. Should the
37 employee not wish to perform face-to-face instruction, the employee may be eligible for
38 accommodation or leave.
- 39 c. Information about employees who access leave, related to COVID-19, will not be used
40 during the evaluative process.

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45 2. **Compensation:** Employees on continuing and leave replacement contracts will continue to
46 be compensated under the terms of the Collective Bargaining Agreement as a result of the
47 school closure(s) related to COVID-19. There shall be no reduction of compensation for any
48 supplemental contracts as a result of the school closure(s) related to COVID-19, so long as
49 the work related to the contract is appropriately adapted to the learning platform or
50 assignment as approved by the District.

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

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58 a. **Exposure to COVID-19:** Employees who are exposed to any student or other district
59 employee who displays COVID-19 symptoms or who has a suspected or confirmed
60 case of COVID-19, or who are exposed to any student or staff member who was in
61 close contact with someone with a confirmed case of COVID-19 shall be notified by
62 the Department of Health as soon as reasonably possible.

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64 i. The district shall provide a resource list of testing sites to assist any employee
65 who is exposed to COVID-19 as described above in being tested for the virus.

66 ii. The district shall reimburse any employee for out-of-pocket costs of the test
67 related to COVID-19 when an employee has been exposed to a student or staff
68 member as described above.

69 iii. The district shall provide full paid administrative leave and benefits for any
70 employee who is awaiting the results of COVID-19 testing because of exposure as
71 described above.

72 iv. Any employee under quarantine may work remotely from home.

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74 b. **Employees Quarantined Due to Possible Exposure to COVID-19:** Employees who
75 have been advised by a public health agency to quarantine at home due to possible
76 exposure to COVID-19 may not come to work at a District work site.

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78 i. Any employee under quarantine, who is not ill, may work remotely from home or
79 take appropriate leave.

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81 c. **Employees Caring for Someone with COVID-19/Suspected COVID-19:**

82 Employees who are caring for an individual in their household who is subject to
83 quarantine because that individual has been diagnosed with COVID-19, or is
84 experiencing symptoms of COVID-19 and is seeking a medical diagnosis, may not
85 come to work at a District work site however may work remotely from home.
86 Employee may be eligible for any or all of the following benefits under the terms of
87 the applicable collective bargaining agreement (CBA) or the Families First
88 Coronavirus Response Act (FFCRA):

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90 i. Alternative assignment or location for work/services which may be provided
91 from home with District provided technology, if applicable;

92 ii. Emergency Paid Sick Leave Act up to the statutory EPSLA cap (\$200/day);

93 iii. Leave for illness, injury or emergency;

94 iv. Shared leave;

- 95 iv. Personal leave;
- 96 vi. Washington Paid Family Medical Leave (PFML);
- 97 vii. Family Medical Leave Act (FMLA) (unpaid leave except for continued health
- 98 insurance benefits);
- 99 viii. Unpaid leave of absence for the period of time the employee is unable to come to
- 100 work at a District work site; and
- 101 ix. Unemployment benefits.

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103 d. **Increased-Risk Employees:** Employees who are at an increased risk of severe illness

104 or death from COVID-19 as that term is defined by the Governor’s proclamation may

105 choose to come to work at a District work site when required by the employee’s

106 assignment and the District will provide a reasonable accommodation, (including but

107 not limited to working remotely from home on Wednesdays) as needed and deemed

108 appropriate. The employee may be eligible for any or all of the following benefits

109 under the terms of the applicable collective bargaining agreement (CBA) or the

110 Families First Coronavirus Response Act (FFCRA):

- 111
- 112 i. Alternative assignment or location for work/services which may be provided
- 113 from home with District provided technology, if applicable;
- 114 ii. Emergency Paid Sick Leave Act (EPSLA) up to the statutory EPSLA cap
- 115 (\$200/day);
- 116 iii. Leave for illness, injury or emergency;
- 117 iv. Shared leave;
- 118 v. Personal leave;
- 119 vi. Washington Paid Family Medical Leave (PFML);
- 120 vii. Family Medical Leave Act (FMLA) (unpaid leave except for continued health
- 121 insurance benefits);
- 122 viii. Unpaid leave of absence for the period of time the employee is unable to come to
- 123 work at a District work site; and
- 124 ix. Unemployment benefits.

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126 e. **Increased-Risk Individual in the Employee’s Household:** Employees who

127 themselves are not at an increased risk, but have someone in the household who is at

128 an increased risk of severe illness or death from COVID-19 as that term is defined by

129 the Governor’s proclamation may choose to work remotely from home or school and

130 will contact their building administrator to establish a schedule. Staff choosing to

131 work remotely from home must be onsite on Wednesdays. Staff working remotely

132 who choose NOT to come in on Wednesdays must use a sick leave day. This

133 provision is in effect until such time that the employee must be onsite to perform

134 face-to-face instruction. Should the employee not wish to perform face-to-face

135 instruction, the employee may be eligible for accommodation or leave. The employee

136 may choose to come to work at a District work site when required by the employee’s

137 assignment or the employee may be eligible to access any or all of the following

138 benefits under the terms of the applicable collective bargaining agreement (CBA) or

139 the Families First Coronavirus Response Act (FFCRA):

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- 141 i. Leave for illness, injury or emergency (accrued leave may be used during the
- 142 state of emergency related to COVID-19 to limit exposure to a family);
- 143 ii. Personal leave;
- 144 iii. Leave of absence, without pay, for the 2020-21 school year.

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4. **Employees Who Otherwise Choose to Not Work at a District Work Site Due to Concern for Safety:** Employees who allege their workplace is unsafe related to COVID rules not being followed are encouraged to immediately email their concerns to their choice of their building principal, program administrator or District safety officer, Debby Gregory. The District will notify the CEA President immediately of all reports. Such employees may also have recourse through the Department of Labor & Industries under WAC 296-360-150. If within three school days the problem is not remedied the employee may work remotely from home until the issue is resolved.
5. **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 or childcare provider. The leave entitlements within the Families First Coronavirus Response Act (FFCRA): (both Emergency Paid Sick Leave Act and Emergency Family Medical Leave Act) currently expire December 31, 2020.
6. **District/Building Days:** Building Days that have been planned face-to-face following social distancing and wearing of approved facial coverings will always have the option for members to join virtually without pressure or the expectation to attend in person.
7. **Instructional and Service Delivery Model:** Timelines of transitions to models with more in-person instruction will be mutually agreed upon by the District and the Association.
8. **Meetings and Review:** The District and the Association will meet weekly to review the status of the MOU, PD Plans, District Calendar, Safety Plan, Evaluations, Instructional Model, OSPI Guidelines, County Health Recommendations, and CBA, and revise as appropriate throughout the school year. These meetings will be held weekly until otherwise mutually agreed upon.
9. **Communication:** The District will continue to provide updates regarding recommendations and requirements from appropriate public health authorities at the state and county level and the Office of the Superintendent of Public Instruction related to school operations and appropriate measures under way to minimize the spread of the virus. The parties shall meet to discuss working conditions prior to schools reopening. District Building administrators will schedule clear weekly communications ensuring that staff hear a consistent message throughout the district.
10. **Effective Dates:** This MOU shall be in effect for the 2020-21 school year and shall sunset on the last instructional day of the school year, or earlier if it is determined to be safe to bring all students and staff back for in-person instruction. All other provisions of the collective bargaining agreement shall remain in full effect. This MOU is not precedent setting and is intended to address the specific and unprecedented health emergency presented by COVID-19.

APPENDIX A: HEALTH AND SAFETY CONSIDERATIONS and PROTOCOLS

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197 District wide health and safety protocols will be provided to all employees. The District will
198 review guidance from state and county health departments, and the state Department of Labor &
199 Industries, as it is made available, to update strategies and protocols as the guidelines evolve.
200 Staff will be educated in the language they understand best about health and safety protocols and
201 procedures.

202 District will provide the most recently development protocols for online teaching and
203 communication platforms by September 1. Both parties agree these protocols will be reviewed
204 and updated and completed by October 31, 2020.

205 School staff will conduct their own health screenings including temperature checks, and will
206 document their lack of symptoms prior to entering buildings through the District provided app or
207 form.

Chehalis Education Association

Chehalis School District



8-27-2020

August 27, 2020

Date

Date