

**MEMORANDUM OF UNDERSTANDING BETWEEN
QUILLAYUTE VALLEY SCHOOL DISTRICT AND
PUBLIC SCHOOL EMPLOYEES OF QUILLAYUTE VALLEY REGARDING
TERMS OF EMPLOYMENT AND DELIVERY OF EDUCATIONAL SERVICES
AFFECTED BY COVID-19 FOR THE 2020-21 SCHOOL YEAR**

The Quillayute School District ("District") and Public School Employees of Quillayute Valley ("Union") agree upon this Memorandum amidst the COVID-19 pandemic in order to resolve questions regarding employment and District services in this unprecedented time.

A. Modes of School Operation for 2020-21.

1. Consistent with the management rights, prerogatives, and responsibilities described in Article 2 of the Collective Bargaining Agreement ("CBA"), the Board and its designated administrative agents will determine the mode by which school will be conducted for the 2020-21 school year. Modes of school operation may include, but are not limited to:

(a) remote (i.e., online) instruction for all students;

(b) remote instruction for most students, with certain high-needs students (e.g., some special education students, English-language learners, and Learning Assistance Program students) receiving in-person instruction;

(c) a "hybrid" approach that combines in-person instruction for all or most students with remote instruction; and

(d) a return to regular school operations, with modifications to address any ongoing effects of COVID-19. The parties recognize and agree that the District may change modes in its discretion consistent with the recommendations of the Washington State Department of Health ("DOH") and in consultation with Clallam County Department of Health ("CCDOH") as the COVID-19 situation evolves (e.g., if a hybrid or in-person model is being used and the rate of infection worsens, the District may need to return to a remote or more restrictive hybrid model).

2. Per Article 2 of the CBA, the daily schedule for K-12 instruction under any mode of school operation employed will be as determined by the District consistent with the Continuous Learning Plan.

3. The District will provide the Union leadership and employees with reasonable advance notice of a change in the mode for school operation.

4. The parties intend this MOU to address those foreseeable changes to wages, hours, and working conditions anticipated to arise from use of remote or hybrid models. Should the District make further changes to school operations consistent with its management rights in Article 2 affecting wages, hours, or working conditions that are not addressed by this MOU, the parties will meet upon request of the Union to discuss any impacts of such changes on mandatory subjects of bargaining.

B. Health and Safety of Students and Staff.

1. The District will implement District-wide health and safety protocols that will be designed to comply with applicable guidance of all relevant public health agencies, which will include at least the following: the federal Centers for Disease Control and Prevention (“CDC”); Proclamations by the Governor; DOH; OSPI; the Washington State Department of Labor and Industries (“L&I”); and CCDOH. Health and safety protocols will be consistent with the District’s Continuous Learning Plan. Strict compliance with all relevant District safety and health rules will be an essential function of each Union employee’s position. The District’s health and safety protocols as they exist as of the effective date are outlined in the “Reentry Guidelines,” although the parties recognize that the District may revise such rules as guidance from federal, state, and local authorities changes.

2. Prior to the start of the 2020-21 school year, the District will make reasonable efforts to 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 Union leadership and affected employees.

3. The District will provide the training opportunities for all Union employees on health and safety protocols then in existence prior to the start of the 2020-21 school year.

4. The District will provide the appropriate Personal Protective Equipment (“PPE”) to Union employees when required to meet state health and safety standards.

5. Meetings of employees, including professional development, may be held in-person during remote or hybrid instruction, provided that the number of employee’s present and physical setup of the meeting is consistent with then-existing state requirements. If higher-risk employees, as defined in Section D, below, are required to attend meetings held in-person, a remote attendance option (such as videoconferencing) will be offered.

6. Home Visits. All home visit situations will be review by the school nurse to ensure that all recommended safety protocols are in place. All employees performing home visits will be provided an infrared thermomixer. Employees performing home visits will have right a right to refuse specific home visits on a case-by-case basis.

7. Technology. Employees approved to work at home will be provided either a district internet phone, if feasible, or a district mobile phone to conduct calls to students.

C. Work and Compensation of Employees.

1. Regardless of whether the District is using remote or onsite instructional options, all Union employees will report to work onsite at a location determined by the District unless they qualify and are approved for leave as described in Section D, below. In the event that this requirement conflicts with OSPI guidance or a future proclamation

by the Governor, the District will align its plan with OSPI or a future proclamation by the Governor.

2. Employees not otherwise on leave will be paid their regular hourly wage rate and hours per day; provided, however, that employees performing the work of a higher pay rate employees will be compensated in accordance with Section 7.6. Employees required, by their supervisor, to work during their scheduled rest break, will be compensated at their hourly rate for the worked break time. Worked break time will be documented each week on a timesheet by the employee and provided to their building administrator.

3. The parties recognize that use of remote or hybrid modes of instruction may necessitate additional reassignment of Union employees to meet emerging needs. Therefore, the parties agree that reassignments related to remote or hybrid learning are to accommodate urgent needs of the District. Employees approved to work as an emergency certificated teacher will be paid their regular daily pay and benefits in addition the applicable certificated pay rate in accordance with district policy/procedure or the applicable collective bargaining agreement.

4. Upon the request of the District, any meeting or conference called for by the CBA may be conducted remotely via videoconference platform determined by the District for the 2020-21 school year.

5. A school employee eligible as of February 29, 2020, for the employer contribution towards benefits offered by the school employees' benefits board shall maintain their eligibility for the employer contribution under the following circumstances directly related or in response to the governor's February 29, 2020, proclamation of a state of emergency existing in all counties in the state of Washington related to the novel coronavirus (COVID-19):

- (a) During any furlough/standby or other changes in school operations for the school employee; or
- (b) While the school employee has been required to care for a family member, as defined by the CBA and RCW 49.46.210(2), who is quarantined; or
- (c) In order to take care of a child as defined by RCW 49.46.210(2), when the child's: (i) School is closed; (ii) Regular day care facility is closed; and (iii) another child care provider is unable to provide services.

Requirements in subsection (C.6.) expire when the governor's state of emergency related to the novel coronavirus (COVID-19) ends.

Quarantine, as used in subsection includes only periods of isolation required by the federal government, a foreign national government, a state or local public health official, a health care provider, or an employer.

D. Leaves Related to COVID-19. COVID-19 presents unique medical, 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 listed below will be an essential function of each employee's job.

QVSD Health and Safety Guidelines:

1. Stay at home order for staff and students who are ill. Stay away from people who are ill. (An attestation signature will be required daily for students and staff who will be on site, as well as temperature checks).
2. Hand hygiene practices - explicitly taught and practiced.
3. Staff and students will be required to adhere to 6-foot social distancing at all times (including on the playground, etc.)
4. Face coverings (masks will be worn at all times by staff and students (ages 5 and up) with some exemptions for documented health issues. Staff will have to wear a "surgical" quality mask and will be provided two per day.
5. Co-horting or grouping of students at all times throughout the day (for safety, health, minimal co-mingling so that if a student or adult tests positive we can contact trace and NOT have to close the entire district down).
6. Facility and bus cleaning (to meet health and L&I standards).

1. Employees with COVID-19/Suspected COVID-19. Employees who have been diagnosed by a healthcare provider with COVID-19, or who are experiencing symptoms of COVID-19 and are seeking a medical diagnosis, **may not come to work at a District worksite** and may access any or all of the following benefits for which they are eligible based on the law, District policy, and/or the terms of the applicable CBA:

- a. Emergency Paid Sick Leave ("EPSL") under the federal Families First Coronavirus Response Act ("FFCRA"). The statutory cap on EPSL is \$511 per day. However, the employee with a salary that exceeds this cap may be able to supplement benefits received through EPSL up to the employee's regular daily salary by other paid leaves or benefits for which the employee is eligible;
- b. Accrued or shared leave for illness, injury, or emergency;
- c. Personal and/or vacation leave (as available under the CBA and District policies);
- d. Washington Paid Family Medical Leave ("PFML") (eligibility determined by the state);
- e. Worker's compensation, (*Claims that meet certain criteria for exposure will be considered on a case-by-case basis and eligibility will be determined by the state*); Federal Family Medical Leave Act ("FMLA"), which provides continued health insurance benefits and unpaid leave, unless an employee elects to simultaneously use other accrued, paid leave;
- f. Unpaid leave of absence for the period of the temporary disabling condition;
- g. Long-term disability benefits (eligibility under SEBB to be determined by the state); and

- h. Unemployment benefits (eligibility determined by the state).

2. Employees Quarantined Due to Exposure to COVID-19. Employees who have been ordered or advised by a public health agency to quarantine at home due to exposure to COVID-19 **may not come to work at a District worksite** and may access any or all of the following benefits under the terms of the applicable law, District policy, or CBA:

- a. Alternative work assignment determined by the District which may be performed from home, if determined feasible by the District (see Section E. Alternative Work Assignments and Temporary Assignments, below).
- b. EPSL under the FFCRA, with possible supplementation up to the employee's regular daily salary if the employee's salary exceeds the statutory EPSL cap (\$511 per day) – supplementation may be provided by (i) paid administrative leave if the quarantine was due to a verified exposure at a District work site; or (ii) by other paid leaves if the quarantine was due to reported exposure elsewhere;
- c. Accrued or shared leave for illness, injury, or emergency
- d. Personal or vacation leave (as available under the CBA and District policy);
- e. Unpaid leave of absence for the period of the quarantine; and.
- f. Unemployment benefits (eligibility determined by the state).

3. Employees Caring for Someone with COVID-19/Suspected COVID-19. Employees who have a legitimate need to care for an individual, immediate family or within the same household, 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 worksite** and may access any or all of the following benefits under the terms of the applicable law, District policy, or CBA:

- a. Alternative work assignment determined by the District which may be performed from home, if determined feasible by the District (see Section E. Alternative Work Assignments and Temporary Assignments, below).
- b. EPSL with possible supplementation by other paid leaves up to the employee's regular daily salary if the employee's salary exceeds the statutory EPSL cap (\$200 per day)
- c. Accrued or shared leave for illness, injury, or emergency ;
- d. Personal or vacation leave (as available under the CBA and District policy);
- e. Washington Paid Family Medical Leave ("PFML"), (eligibility determined by the state);
- f. Federal Family Medical Leave Act ("FMLA"), which provides continued health insurance benefits and unpaid leave unless an employee elects to simultaneously use other accrued, paid leave.
- a. Unpaid leave of absence for the period the employee is unable to come to work at a District worksite; and

- b. Unemployment benefits (eligibility determined by the state).

4. Higher-Risk Employees (i.e., Employees at an Increased Risk of Severe Illness). Employees who are at increased risk of severe illness or death from COVID-19, as that term is defined by the Governor's Proclamation 20-46.2 or a subsequent, binding proclamation, may choose to come to work at a District worksite 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 law, District policy, or CBA:

- a. Alternative work assignment determined by the District which may be performed from home, if determined feasible by the District (see Section E. Alternative Work Assignments and Temporary Assignments, below).
- b. EPSL with possible supplementation by other paid leaves up to the employee's regular daily salary if the employee's salary exceeds the statutory EPSL cap (\$511 per day) if a medical provider has advised, with documentation, the employee to self-quarantine because of the employee's high-risk status;
- c. Accrued or shared leave for illness, injury, or emergency ;
- d. Personal or vacation leave (as available under the CBA and District policy);
- e. Unpaid leave of absence; and
- f. Unemployment benefits (eligibility determined by the state).

5. Increased Risk Individual in the Employee's Household. Employees who themselves are not at higher-risk but have someone in the household (i.e., someone with whom they share a residence) who is at increased risk of severe illness or death from COVID-19, as that term is defined by the Governor's Proclamation 20-46.2 or a subsequent, binding proclamation, may choose to come to work at a District worksite 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 law, District policy, or CBA :

- a. Alternative work assignment determined by the District which may be performed from home, if determined feasible by the District (see Section E. Alternative Work Assignments and Temporary Assignments, below).
- b. Accrued or shared leave for illness, injury, or emergency ;
- c. Personal or vacation leave (as available under the CBA or District policy); and.
- d. Unpaid leave of absence.

6. Employees with Children Affected by School Closure. An employee who must care for the employee's own child (biological or legal guardian of) because of a school closure or unavailability of the child's care provider due to COVID-19 precautions may choose to come to work at a District worksite 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 law or CBA :

- a. EPSL with possible supplementation up to the employee's regular daily salary if the employee's salary exceeds the statutory EPSL cap (\$200 per day) by other paid leaves identified in this section, below.
- b. Expanded Family and Medical Leave ("EFML") under the FFCRA;
- c. Accrued or shared leave for illness, injury, or
- d. Personal or vacation leave (as available under the CBA or District policy); and.
- e. Unpaid leave of absence.

7. Employees Who Cannot Wear a Face Mask or Other Required PPE.

An employee whose assignment requires work at a District worksite and who provides medical certification that the employee cannot wear any personal protective equipment ("PPE") required for the employee's assignment, including but not limited to a face mask, may choose to access any or all of the following benefits upon presentation of appropriate documentation from the employee's healthcare provider and under the terms of the CBA or law:

- a. Alternative work assignment determined by the District which may be performed from home, if determined feasible by the District (see Section E. Alternative Work Assignments and Temporary Assignments, below).
- b. Accrued or shared leave for illness, injury, or emergency;
- c. Personal or vacation leave (as available under the CBA or District policy);
- d. Unpaid leave of absence for the 2020-21 school year.
- e. Other accommodations identified through the interactive process of the Americans with Disabilities Act ("ADA") and the Washington Law Against Discrimination ("WLAD"), chapter 49.60 RCW.

8. Employees Who Refuse to Wear a Face Mask, or Other Required

PPE. An employee whose assignment requires work at a District worksite and who does not have a documented inability to wear PPE required for the employee's assignment, including but not limited to a face mask but nevertheless refuses to wear such PPE, may request Unpaid leave for that day of refusal to wear a face mask, or other required PPE. If there is a subsequent refusal to wear required PPE, the district will follow Board Policy NO. 5281 "Disciplinary Action and Discharge" and in accordance with Section 11 of the CBA.

9. Employees Who Otherwise Choose to Not Work at a District Worksite 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 1-7, above, may request a leave of absence in accordance with Section 9.6 of the CBA.

10. Documentation. When an employee requests leave that requires medical certification (EPSL, FMLA, EFMLA, and district paid leave) under Section 1-7, above, the District may require an employee to provide, within five (5) business days (or such other number of days as required by law), written medical 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 10.

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) will expire should federal legislation discontinue those benefits.

E. Alternative Work Assignments and Temporary Reassignment.

1. When an employee's assignment requires work at a District worksite and the employee cannot work at a District worksite on a temporary basis due to conditions under discussed in Section D, 1- 7, above, the District will consider assigning the employee to available work that can be provided remotely, from home, on the condition that the employee is qualified, prepared, and willing to provide such services. This decision is premised on the District determining that an alternative work assignment is feasible for the position held by the employee. If multiple employees, holding the same job classification, request alternative work assignment and such assignments are limited, the District will prioritize employees in the following:

- a. Employees who hold the appropriate training, licensing, endorsement, or other qualifications, as stated in the applicable job description, for the position;
- b. Employees with COVID-19/suspected COVID-19 (as provided herein);
- c. Employees quarantined due to possible exposure to COVID-19
- d. Employees caring for someone with COVID-19/suspected COVID-19;
- e. Employees who are at increased risk employees for serious illness based on a health condition
- f. Employees who, due to a documented medical condition cannot wear a mask or other required PPE.

3. If two or more employees qualify for temporary assignment under the conditions above, the District will award the assignment on the basis of seniority.

4. If a temporary remote assignment is determined feasible by the District, to an employee, with the expectation that it will continue for the entire school year, the District will not be required to reassign an employee previously awarded such remote assignment in order to accommodate a remote assignment for another employee whose need for an alternative assignment arises later in the school year (even if the latter employee would have higher priority under the factors, above).

5. To maximize the District's options for meeting the educational, social, and emotional needs of students in the unusual circumstances of the 2020-21 school year, the Union and District agree to the following limited opportunities for temporary

reassignment of employees (which may apply in either the case of an alternative work assignment per Sections 1-4, above, or when an employee continues to work onsite):

- a. An employee may be temporarily assigned to provide services outside the employee's normal job description if work within the employee's job description is unavailable due to the temporary closure of school facilities;
- b. Such employee may only be assigned to perform work for which the employee is appropriately trained, licensed (if applicable), and prepared to perform.
- c. Such assignment will not, without the employee's agreement, exceed the hours normally assigned to such employee.
- d. Such employee will be paid the regular salary, wages, and benefits the employee would receive from the employee's normal assignment.
- e. Such employee's temporary assignment may not result in displacing any other employee performing services within his or her regular job description.
- f. Such employees will not be assigned job duties associated with job classifications with a higher rate of pay than the employee's rate of pay.
- g. Such temporary assignments may, upon agreement of the Union, include a reassignment of employees (a) to work within the jurisdiction of another bargaining unit, provided, the other bargaining unit agrees, and further provided that union dues, if any, paid by the employee will continue to be paid to the representative of the employee's original bargaining unit.
- h. The temporarily reassigned employee retains a right to return to the employee's original assignment upon resumption of regular school operations, subject to existing contract rights of the District to reduce the workforce and/or reassign employees within the same bargaining unit. For purposes of this Agreement, the use of remote learning to provide instruction to students shall not preclude establishing regular school operations status. Should the district create a position as a result of remote learning that falls within this bargaining agreement, the district and association agree to meet and confer on the process of hiring.

6. Employees who are working remotely (either because remote work is being used for certain staff or because they have been granted alternative assignments) are required to do the following in addition to other duties as assigned:

- a. Check their District-issued email accounts at least three times a day during working hours (morning, afternoon, and before the end of the school day). Employees will endeavor to respond to emails from District personnel, students, and parents during working hours and within an appropriate time, but in no event later than the start of

their next assigned working hours or within twenty-four (24) hours, whichever is earlier.

- b. Remain available for phone calls with their supervisor or District personnel during working hours.
- c. Attend designated District/school online staff meetings, grade level meetings, and team meetings as scheduled during working hours.

If employee working remotely does not following the above guidelines the supervisor will follow the process or be subject to disciplinary action in accordance with Section 11.

7. All employees will use Google Meets to connect to any required or optional virtual meetings.

G. Expectations Specific to Hybrid Instruction.

1. Should the District determine to transition to a hybrid mode of operation during the 2020-21 school year, the District will construct a schedule that meets the requirements of the public health and safety requirements and the Governor's Safe Start Washington phased plan requirements (if applicable). The District will meet and negotiate in good faith regarding impacts on wages, hours, or working conditions arising from hybrid instruction not addressed herein upon request by the Union.

2. All employees will use Google Meets to connect to any required or optional virtual meetings.

H. School Calendar and Work Year.

1. 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 makeup days may be used to make up days that instruction could not be provided across the District due to COVID-19: March 19,.

2. It is currently anticipated that school will be in session through June 15, 2021. If this end date changes for any reason, the District and the Union will meet to negotiate impacts.

I. Communication. The District will provide notice of COVID-19 health and safety information to Union employees via District email and communication directly with the Union's President in advance of communicating such information to families, except in the case of emergency endangering the health or safety of students or families.

J. Professional Development. The District and the Union agree that the ongoing effects of COVID-19 present new challenges that may necessitate additional training. Employees may be required to attend professional development related to COVID-19. If such trainings are offered outside of an employee's normal working hours, those hours will be paid at the employee's typical rate.

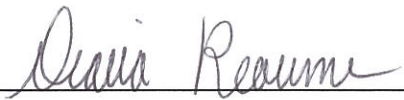
K. Contact with Students. Employees will not communicate or have contact with District students outside of their assigned job duties, consistent with the District's policy/procedure on maintaining professional staff/student boundaries

L. Enforcement. This MOU may be enforced through the typical grievance procedure in the CBA.

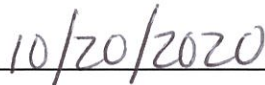
M. Collaboration. The district and the association agree to meet at any time during COVID when conditions change in accordance with this MOU.

N. Effective Date. This MOU will be effective on September 14, 2020, and remain in effect for the 2020-21 school year. It will expire on the last instructional day of the school year, unless the parties earlier agree in writing to terminate it. All provisions of the current CBA for 2017-2020 not modified herein will remain in effect. This MOU is not precedent-setting and is intended to address only the specific and unprecedented health emergency presented by COVID-19. Neither party may cite this MOU or introduce it into evidence in any future arbitration or other legal action, other than one to interpret or enforce this agreement.

FOR THE DISTRICT:

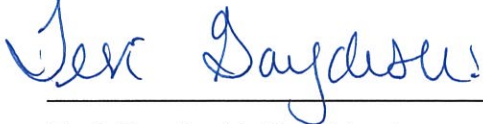


Diana Reaume, Superintendent

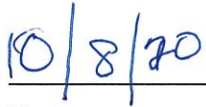


Date

FOR THE UNION:



Teri Gaydeski, President



Date