



Quillayute Valley School District and Forks Education Association
MEMORANDUM OF UNDERSTANDING
COVID
For the 2021-22 School Year

Staff and student safety is the top priority of both QVSD and FEA in the reopening of schools for the 2021-22 academic year. District-wide health and safety protocols will be designed to comply with requirements and guidance from all applicable public health agencies. Strict compliance with all relevant District safety and health rules will be an essential function of each employee's job. If an employee identifies a need for additional accommodations, protocols or personal protective equipment (PPE) in order to make the workplace safe, they are encouraged to bring this to the attention of their supervisor immediately.

This Memorandum of Understanding (MOU) applies to all FEA-represented employees. All other provisions of the FEA Collective Bargaining Agreement (CBA) which are not modified by the terms below remain in full effect.

This MOU is not precedent-setting and is intended to address the specific and unprecedented COVID crisis. All matters arising under this MOU shall be governed by and construed under and in accordance with the laws of the State of Washington. If any part of this Memorandum is invalid or unenforceable, the remaining provisions shall continue to be valid and enforceable. This MOU may be modified only by mutual agreement of the parties. Disputes relating to this Memorandum will be subject to the grievance and arbitration provisions of the Collective Bargaining Agreement.

This MOU will remain in place for the duration of the 2021-2022 school year or until such time as normal school operations resume, whichever comes first. If circumstances arise which require reopening this document, all parts/items will be open to negotiation.

Part A: Leaves & Alternative Assignments

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 listed below will be an essential function of each employee's job.

QVSD Health and Safety Guidelines (COVID-19 Mitigation Strategies):

1. Only reporting to work if no COVID-19 symptoms and notifying supervisor if symptoms occur at work.
2. Hand hygiene practices throughout the workday.
3. Staff will be required to adhere to 6-foot social distancing at all times and students 3-foot social distancing at all times when feasible.
4. Face coverings or masks will be worn properly (above the nose and below the chin) at all times by staff and students (ages 5 and up). Staff will be required to wear a "surgical" quality mask and will be provided two per day by the District.

5. Routine facility and bus cleaning (in accordance with L&I standards).
6. Communicate with immediate supervisor if in close contact with COVID-19 or are COVID-19 positive.

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 of the following benefits for which they are eligible based on the law, District policy, and/or the terms of the applicable collective bargaining agreement (CBA)
 - a. Accrued or donated leave for illness, injury or emergency;
 - b. Personal leave and/or vacation leave (as available under the CBA and District policies);
 - c. Washington Paid Family Medical Leave (PFML) (eligibility determined by the state);
 - d. 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*).
 - e. Family Medical Leave Act (unpaid leave except for continued health insurance benefits);
 - 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).

In the event an employee's COVID-19 transmission is a direct result of an exposure at school (as determined by contact tracing), the employee will be able to use district-administered leave as approved by the superintendent or designee.

2. **Employees Quarantined Due to Possible Exposure to COVID-19:** Employees who have been advised by a public health agency or the school district to quarantine at home due to possible exposure to COVID-19 **may not come to work at a District work site** throughout the recommended quarantine period (in alignment with the Clallam County DOH Guidelines) and may access any or all of the following benefits under the terms of the applicable law, District policy, or collective bargaining agreement (CBA):
 - a. Accrued or donated leave for illness, injury or emergency;
 - b. Personal leave and/or vacation leave (as available under the CBA and District policies);
 - c. Washington Paid Family Medical Leave (PFML) (eligibility determined by the state);
 - d. 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*).
 - e. Family Medical Leave Act (unpaid leave except for continued health insurance benefits);
 - 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).

In the event an employee's COVID-19 transmission is a direct result of an exposure at school (as determined by contact tracing), the employee will be able to use district-administered leave as approved by the superintendent or designee.

3. **Employees Caring for Someone with COVID-19/Suspected COVID-19:** Employees who have a bona fide need to care 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 law, District policy, or collective bargaining agreement (CBA):
 - a. Accrued or donated leave for illness, injury or emergency;
 - b. Personal leave and/or vacation leave (as available under the CBA and District policies);
 - c. Washington Paid Family Medical Leave (PFML) (eligibility determined by the state);
 - d. 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*).
 - e. Family Medical Leave Act (unpaid leave except for continued health insurance benefits);
 - 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).
4. **Employees Who Refuse to Wear a Mask:** An employee who refuses to wear a mask or follow district health and safety guidelines may request an unpaid leave of absence for up to one (1) school year.
5. **Documentation.** When an employee requests leave that requires medical certification (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.
6. **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.

Part B: Communication

1. The District and Association agree to continue regular Page-9 meetings.
2. Employees will understand that email is the fastest way to communicate changing information, and will endeavor to check email and respond to emails from District personnel, students and parents as quickly as is reasonable during working hours.
3. The district and the Association agree to meet at any time during COVID when conditions change in accordance with this MOU.

FORKS EDUCATION ASSOCIATION

Jody Cook 1/14/22
Co-President

Cheryl Bold 1/19/22
Co-President

Date

QUILLAYUTE VALLEY SCHOOL DISTRICT

Dennis Reame
Superintendent

1-14-2022
Date