

**Memorandum of Understanding
By and Between
Coupeville Educational Support Association
and
Coupeville School District**

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

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

For the 2020-21 school year, Coupeville Schools is planning a sustainable and flexible online/remote-only instructional model with limited in-person instruction. There are also potential stages for in-person/online hybrid models that would allow education to pivot at any time between remote, hybrid and in-person learning. These stages will be determined by the impacts of a changing health situation, available resources, and direction from OSPI, our Governor and our Health Department(s). As the public health situation continues to evolve, the District and the Coupeville Educational Support Association will continue to work together to address any concerns that may arise as the District navigates these models. Our model of reopening schools, including all potential hybrid learning models, will prioritize and balance the health and safety of our students, staff and entire district-community, positive and justice-driven educational outcomes, the social-emotional needs of students and staff, and thoughtful financial stewardship.

The vast majority of CESA positions and job-related duties must be done in-person or on-site. It is possible that the district can make exceptions for staff members and allow work to be done off-site based on educational need.

The District may, in its discretion, make home assignments available to employees under the conditions outlined herein to avoid the necessity for use of paid leave.

1. **Health and Safety:** District wide health and safety protocols will be designed to comply with guidance of 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. Effective on the date of this MOU, the Coupeville Schools Health and Safety Protocols are described in written guidance from State and Local health officials. See [OSPI Document: Reopening Washington Schools 2020](#).
 - a. The District will provide all required Personal Protective Equipment (PPE) to all staff and students.
 - b. Employees may provide their own face masks. Vented masks, such as used for construction, may not be used.
 - c. Prior to entering any school facility, students and staff will undergo a health screening. Staff or students exhibiting any symptoms that might be

related to the coronavirus will not be allowed in the buildings. Any student or staff member developing symptoms during the school day will be immediately isolated from other staff and students and sent home as soon as possible.

- d. When there has been exposure to COVID-19, affected staff, will be notified immediately upon district notification.
2. **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.
- a. **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:
 - i. Alternative assignment for work/services which may be provided from home, if available and if the employee is well enough and chooses to work remotely (see paragraph 3.j and k below);
 - ii. Emergency Paid Sick Leave (EPSL) under the federal Families First Coronavirus Response Act (FFCRA), with supplementation up to the employee's regular daily salary if the employee's salary exceeds the statutory EPSL cap (\$511/day) by other paid leaves identified below;
 - iii. Leave for illness, injury or emergency;
 - iv. Shared leave;
 - v. Personal leave;
 - vi. Washington Paid Family Medical Leave (PFML);
 - vii. Worker's compensation (Under certain circumstances, claims from health care providers and first responders involving COVID-19 may be allowed. Other claims that meet certain criteria for exposure will be considered on a case-by-case basis.)
 - viii. Family Medical Leave Act (unpaid leave except for continued health insurance benefits);
 - ix. Unpaid leave of absence for the period of the temporary disabling condition;
 - x. long-term disability benefits to the extent available through SEBB; and
 - xi. Unemployment benefits.

If these benefits leave an employee in a situation where the employee will experience a substantial hardship, the District and Association will meet upon request to discuss whether any other options may be available to the employee.

- b. **Employees Quarantined Due to Possible Exposure to COVID-19:** **Employees who** have been 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:
- i. Alternative assignment for work/services which may be provided from home, if available (see paragraph 3.j and k below);
 - ii. 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;
 - iii. Paid administrative leave if the employee has exhausted EPSL, 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;
 - iv. Leave for illness, injury or emergency;
 - v. Personal leave;
 - vi. Worker's compensation (Under certain circumstances, claims from health care providers and first responders involving COVID-19 may be allowed. Other claims that meet certain criteria for exposure will be considered on a case-by-case basis.)
 - vii. Unpaid leave of absence for the period of the quarantine; and
 - viii. Unemployment benefits.
- c. **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:
- i. Alternative assignment for work/services which may be provided from home, if available (see paragraph 3.j and k below);
 - ii. EPSL with supplementation up to the employee's regular daily salary if the employee's salary exceeds the statutory EPSL cap (\$200/day) by other paid leaves identified below;
 - iii. Leave for illness, injury or emergency;
 - iv. Shared leave;
 - v. Personal leave;
 - vi. Washington Paid Family Medical Leave (PFML);
 - vii. Family Medical Leave Act (unpaid leave except for continued health insurance benefits);
 - viii. Unpaid leave of absence for the period of time the employee is unable to come to work at a District work site; and

- ix. Unemployment benefits.
- d. **High-Risk Employees:** Employees who are at high risk of severe illness or death from COVID-19 as that term is defined by the Governor's proclamation(s) may choose to come to work at a District work site 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 collective bargaining agreement (CBA) or law:
 - i. Alternative assignment for work/services which may be provided from home, if available (see paragraph 3.j and k below);
 - ii. EPSL with supplementation up to the employee's regular daily salary if the employee's salary exceeds the statutory EPSL cap (\$511/day) by other paid leaves identified below;
 - iii. Leave for illness, injury or emergency;
 - iv. Personal leave;
 - v. Unpaid leave of absence for the 2020-21 school year; and
 - vi. Unemployment benefits.

No documentation will be required for an employee who is "high-risk" as a result of being age 65 or older. For employees who have a health condition that falls within the "at increased risk" category or "might be at an increased risk", as defined by the [Centers for Disease Control](#), no documentation will be required except for an attestation by the employee that a condition exists.

- e. **Higher Risk Individual in the Employee's Household:** Employees who themselves are not at higher risk but have someone in the household who is at higher risk or might be at an increased risk of severe illness or death from COVID-19 as that term is defined by the Governor's proclamation may choose to come to work at a District work site 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 collective bargaining agreement (CBA) or law:
 - i. Alternative assignment for work/services which may be provided from home, if available (see paragraphs 3.j and k below);
 - ii. EPSL, if applicable, with supplementation up to the employee's regular daily salary if the employee's salary exceeds the statutory EPSL cap (\$200/day) by other paid leaves identified below;
 - iii. Leave for illness, injury or emergency;
 - iv. Personal leave; and
 - v. leave of absence for the 2020-21 school year.
- f. **Employees with Children Impacted by School Closure/Loss of Child Care:** An employee who must care for the employee's child because of a school closure or unavailability of the care provider due to COVID-19 precautions may choose to come to work at a District work site 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 collective bargaining agreement (CBA) or law:

- i. Alternative assignment for work/services which may be provided from home, if available (see paragraph 3.j and k below);
- ii. EPSL for eligible employees at the statutory amount (\$200/day);
- iii. Emergency Family and Medical Leave (EFML) for eligible employees under the FFCRA (partially unpaid, and partially paid at 2/3 regular wages up to a maximum of \$200/day);
- iv. Emergency leave per Section 39.10 of the CBA (up to a maximum of five (5) days per year);
- v. Personal leave; and
- vi. Unpaid leave of absence for the 2020-21 school year.

The District will seek community partners to provide child care options to employees.

- g. 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:

 - i. Alternative assignment for work/services which may be provided from home, if available (see paragraph 3.j and k below);
 - ii. Leave for illness, injury or emergency;
 - iii. Personal leave;
 - iv. Unpaid leave of absence for the 2020-21 school year; and
 - v. Other accommodations identified through the interactive process of the Americans with Disabilities Act (ADA) and the Washington Law Against Discrimination (WLAD).
- h. 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 properly 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 not attend work onsite and may access the following benefits under the terms of the applicable collective bargaining agreement (CBA) or law:

 - i. Personal leave; and
 - ii. Resignation or unpaid leave at District discretion.
- i. Employees Who Otherwise Choose to Not Work at a District Work Site Due to Concern for Safety:**

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 296-360-150.

An employee whose assignment requires work at a District work site and who does not fit within the conditions of paragraphs 1-8 above, may choose to access any or all of the following benefits under the terms of the applicable collective bargaining agreement (CBA) or law:

- i. Alternative assignment for work/services which may be provided from home, if available (see paragraph 3.j and k below);
- ii. Leave for illness, injury or emergency with attestation to the reason;
- iii. Personal leave; and
- iv. Unpaid leave of absence for the 2020-21 school year.

- j. **Alternative Work Assignments Provision One:** When an employee's assignment requires work/services at a District work site and the employee cannot (for the reasons outlined above), and chooses not to work at a District work site, the District will consider the feasibility of assigning the employee to available work that can be provided remotely from home or another alternate worksite on the condition that the employee is qualified and able to provide such services. When choosing from among multiple employees for the same available assignment, the District will prioritize employees in the following order:
 - i. Employees who hold the appropriate training, licensing, or other qualifications for the position;
 - ii. Employees quarantined due to possible exposure to COVID-19;
 - iii. Employees caring for someone with COVID-19/suspected COVID-19;
 - iv. Higher risk/might be at increased risk employees or employees with a higher risk/might be at increased risk individual in the employee's household;
 - v. Employees with children impacted by school closure;
 - vi. Employees who cannot wear a mask or other required PPE;
 - vii. Employees who fall under Section i, above

If two or more employees have equal priority under the conditions above, the District will use District seniority to make the assignment. Once an assignment of such work is made, the District will not be required to reassign employees previously awarded such assignments in order to accommodate remote assignments for other employees whose need for an alternative assignment arises later in the school year.

- k. **Alternative Work Assignments Provision Two:** 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 Association and District agree to the following limited opportunity for temporary reassignment of employees:
 - i. 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;
 - ii. Such assignment shall not, without the employee's agreement, exceed the hours normally assigned to such employee;
 - iii. Unless otherwise agreed, such as to accommodate a request for part-time work, such employee shall be paid the regular salary, wages and benefits an employee would receive; and
 - iv. This provision applies exclusively to the assignments and job duties of CESA-represented employees, unless agreed to by other bargaining units. CESA-represented employees will not be assigned job duties performed by job classifications in other bargaining units without the agreement of any affected bargaining unit(s).

- l. **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. The leave entitlements within the FFCRA (both EPSLA and EFMLA) currently expire December 31, 2020, and the parties agree to meet prior to that date to reconsider whether the leave entitlements above will be amended. If the Governor or appropriate health agencies issue changes in the definition of "high risk employees," the parties agree to meet as soon as possible to address future guidance for such employees based on these decisions and/or proclamations.

- 3. **Instructional and Service Delivery Model:** Effective on the date of this MOU, the instructional and service delivery model is described in the District's Reopening Plan. Timelines of transitions to models with more in-person instruction will be based upon the public health guidelines issued by the state Department of Health.

- 4. **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.

5. **Regards to employee reductions:** As the district navigates between remote learning and possible hybrid models it is likely that certain staff positions cannot be sustained by enrollment, safety and/or educational needs during portions of the school year. It is also possible that employees may need to be recalled as we allow more in-person learning during the school year. In order to facilitate this in a way that allows employees to maintain benefits and optimize unemployment without pursuing other work, the district may furlough and recall employees instead of “layoff” employees as outlined in section 3.4 of the CESA CBA. All seniority rights in this process will be maintained as outlined in section 3.4.
6. **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. 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.

Agreed to this _____ day of August, 2020.

Signed this _____ day of August, 2020.

FOR THE ASSOCIATION:

FOR THE DISTRICT:

Deanna Schulz, Co-President

Steve King, Superintendent

Denise Freeman, Co-President