

Memorandum of Agreement
Between
Deer Park School District (District)
And the
Deer Park Education Association (Association)

Whereas the parties agree there are serious concerns about the wellbeing of staff, students, and parents during the COVID-19 pandemic, and:

Whereas we are especially concerned because we know the dangers of COVID-19 disproportionately impact communities of color and people in poverty, and;

Whereas the District has received recommendations and requirements for opening school from the Office of the Superintendent of Public Instruction, State of Washington, state and county Departments of Health, and the CDC;

The continuation of instruction in our District will prioritize the health and safety of our students, staff and entire district-community, positive and justice-driven educational outcomes, and equitable learning conditions as well as the social-emotional needs of students.

A. Student and Staff Health Precautions

1. **Face coverings:** All employees, students, and building visitors shall wear a cloth/paper face covering and/or protective face shield while at the worksite, except:
 - those with a disability that would prevent them from comfortably wearing or removing a face covering
 - those with respiratory conditions that would prevent wearing face covering, or trouble breathing
 - when working with those who are deaf or hard of hearing and use facial and mouth movements as part of communication
 - those advised by a medical, legal, or behavioral health professional that wearing a face covering may pose a risk to that person
 - a. The District shall provide a supply of face coverings for employee use.
 - b. The District shall provide a supply of disposable face masks to buildings for use by students who do not have one on a given day.
 - c. The District shall provide appropriate alternative face coverings to staff who work with students who need to use facial and mouth movements as part of communication.
 - d. Employees may choose to provide their own face coverings.
 - e. Employees working with students who cannot wear a face covering for the reasons described above shall be provided all appropriate personal protective equipment (PPE), including but not limited to medical grade masks and gloves, as described by the Department of Health.
 - f. Students who cannot wear face coverings and cannot maintain physical distancing shall receive remote and/or in-home instruction.
2. **Health Screenings:** The District and the COVID response team will work with the Department of Health to develop screening, exclusion, exposure, sanitation, and notification protocols for each building. The documents which make up the District COVID Safety Protocol will be posted on the website. As changes are made new copies will be emailed and posted to the district website.

3. **Physical Distancing:** Capacity for students and staff in any facility and/or classroom shall be limited by physical distancing requirements of at least six feet between all students and staff or as recommended by the Department of Health. It is understood that this may limit the number of students in a classroom or facility at any given time.
 - a. In the event the employee does not agree with the determination of the social distancing capacity of the room, the employee shall appeal to the proper district communication channels, who shall make a determination within two (2) business days. During this time, the classroom or facility shall not exceed the lowest proposed capacity.
 - b. The district shall provide appropriate PPE and training for employees who must perform tasks that cannot be accomplished with physical distancing, such as diapering, toileting, feeding, etc.
4. **Handwashing:** The district shall provide adequate facilities and supplies for staff and student handwashing as required by the Department of Health.
5. **Ventilation:** The District will inspect each HVAC system and maximize the use of outside air to the extent possible.
6. **Meetings:** Meetings, including professional development, will follow all physical distancing requirements. Employees can work with principals if there is a need to access the meeting on a platform from their classroom.
7. **Communication with students and families:** Students and their families will receive regular communication from the building and/or district regarding health and safety expectations, including but not limited to wearing face coverings, physical distancing, handwashing, and health screenings. This communication shall be the responsibility of district administrators.
8. **Safety Compliance:** The district shall designate a supervisor to monitor health and safety protocols. Prior to any employees' first workday, employees shall be notified of the name and contact information of this compliance supervisor.
 - a. Each building will maintain a school safety committee when schools are being conducted in person. These committees will address concerns related to student and staff safety. There will be no retaliation toward employees who bring safety concerns to this committee. Any concerns not resolved at a building safety committee in an expedited manner will be brought to the district.
 - b. District Administration agrees to provide prompt direction to employees when questions or concerns regarding staff and student safety arise.

B. Leaves

1. Employees who have been diagnosed with COVID-10, 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:
 - a. Work remotely performing their usual job duties if possible and if the employee is healthy enough to perform remote work;
 - b. Alternative assignment for work/services will be provided, assuming the employee is healthy enough to perform remote work - assistance will be provided where connectivity issues are pre sent
 - c. Emergency Paid Sick Leave (EPSL) under the federal Families First Coronavirus Response Act (FFCRA);
 - d. Leave for illness, injury or emergency;
 - e. Shared leave;

- f. Personal leave;
- g. Washington Paid Family Medical Leave (PFML);
- h. Worker's compensation (claims that meet certain criteria for exposure will be considered on a case-by-case basis with final determination by L&I);
- i. Family Medical Leave Act (FMLA) (unpaid leave except for continued health insurance benefits);
- j. Unpaid leave of absence for the period of the temporary disabling condition;
- k. Long-term disability benefits; and
- l. Unemployment benefits.

2. Quarantined Due to Possible Exposure to COVID-19:

- a. Work remotely performing their usual job duties if possible and if the employee is healthy enough to perform remote work;
- b. Alternative assignment for work/services will be provided, assuming the employee is healthy enough to perform remote work - assistance will be provided where connectivity issues are present.
 - i. Emergency Paid Sick Leave (EPSL) under the federal Families First Coronavirus Response Act (FFCRA);
 - ii. Leave for illness, injury or emergency;
 - iii. Shared leave;
 - iv. Personal leave;
 - v. Unpaid leave of absence for the period of the temporary disabling condition; and
 - vi. Unemployment benefits.

3. Higher Risk for COVID-19 Complications Employees:

- a. Employees who are at higher risk of severe illness or death from COVID-19 as defined by the CDC 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 collective bargaining agreement (CBA), plan provisions or law:
 - i. Alternative assignment for work/services in support of distance learning; Employee may be required to work on site if risk mitigation allows;
 - ii. Leave for illness, injury or emergency;
 - iii. Shared leave;
 - iv. Personal leave and/or vacation leave (only available under the terms of applicable CBAs);
 - v. Unpaid leave of absence for the period of the temporary disabling condition;
 - vi. Long-term disability benefits; and
 - vii. Unemployment benefits.
 - viii. An employee may be entitled to ADA accommodations if their high-risk status is due to a medical condition.

4. Employees Caring for Someone with COVID-19/Suspected COVID-19:

- a. 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 collective bargaining agreement (CBA) or law:

- i. Work remotely performing their usual job duties if possible;
- ii. Alternative assignment for work/services in support of distance learning;
- iii. Emergency Paid Sick Leave (EPSL) under the federal Families First Coronavirus Response Act (FFCRA);
- iv. Leave for illness, injury or emergency;
- v. Shared leave;
- vi. Personal leave;
- vii. Washington Paid Family Medical Leave (PFML);
- viii. Family Medical Leave Act (FMLA) (unpaid leave except for continued health insurance benefits);
- ix. Unpaid leave of absence for the period of the temporary disabling condition; and
- x. Unemployment benefits.

5. Higher Risk for COVID-19 Complications Individual in the Employee's Household

a. Employees who themselves are not at higher risk but have someone in the household who is at higher risk of severe illness or death from COVID-19 as defined by the CDC, 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 in support of distance learning (Employee will be required to report on-site if risk mitigation allows);
- ii. Emergency Paid Sick Leave (EPSL);
- iii. Personal leave;
- iv. Unpaid leave of absence

6. Employees Who Cannot Wear a Mask or Other Required PPE:

a. An employee whose assignment requires work at a District worksite and who cannot wear 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 health care provider and under the terms of the applicable collective bargaining agreement (CBA) or law:

- i. Personal leave;
- ii. Unpaid leave of absence; and
- iii. Other accommodations identified through the interactive process of the Americans with Disabilities Act (ADA) and the Washington Law against Discrimination (WLAD).

7. Employees Who Choose to Not Wear a Mask or Other Required PPE:

a. 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 mask, 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:

- i. Personal leave;
- ii. Unpaid leave of absence

8. Employees Who Otherwise Choose to Not Work at a District Work Site Due to Concern for Safety:

- a. An employee whose assignment requires work at a District worksite and who does not fit within the conditions of paragraphs 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. Personal leave;
 - ii. Unpaid leave of absence for a maximum of one year

9. Employees with Children Impacted by School Closure:

- a. 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 closure 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. Emergency Paid Sick Leave (EPSL) and 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),
 - ii. Personal leave;
 - iii. Unpaid leave of absence.

10. Alternative Work Assignments: Temporary

- a. Employees may be assigned to available work that can be provided remotely from home or in a private work setting on the condition that the employee is qualified, prepared, and willing to provide such services.
- b. When choosing from among multiple employees for the same available assignment, the District will retain the right of assignment but will consider employees in the following order:
 - i. Employees who hold the appropriate training, licensing, endorsement (or out-of-endorsement waiver) or other qualifications for the position;
 - ii. Employees who have contracted or been exposed to COVID-19 through work at the District with resultant isolation or quarantine.
 - iii. Employees who are considered higher risk in accordance with the CDC;
 - iv. Employees with COVID-19/suspected COVID-19;
 - v. Employees quarantined due to possible exposure to COVID-19;
 - vi. Employees caring for someone with COVID-19/suspected COVID-19; and
 - vii. Employees who are living in the same household with someone who is considered higher risk in accordance with the CDC.
- c. Employees temporarily reassigned retain the right to return to the employee's original assignment upon resumption of normal school operations, subject to existing contract rights of the District to reduce the workforce and/or reassign employees within the same bargaining unit.

C. Calendar

1. Calendar

- a. Conferences scheduled for November 23rd & 24th will be moved to September 2nd and 3rd
- b. September 2 & 3- all staff onsite from 8AM-7PM (student conferences)
- c. September 4- onsite - TEACHER WORK DAY (Not district directed) all staff
- d. September 8- FIRST DAY OF SCHOOL
- e. November 23 & 24 – Full (all day) student days
- f. November 25 – OFF (Thanksgiving Break)
- g. March 31 & April 1 – Spring Conference Days Half days for students / 8am-7pm for teachers (all staff)
- h. April 2 – OFF (Spring Break)

D. In-Person Learning and Remote Instruction

1. **In-Person Learning:** Should the district be required to move to Remote Learning, the district will notify the Association as soon as possible, but not less than 12 hours after the decision is made. When returning to In-Person learning, the district shall provide the Association notice of the decision to return to in-person learning (either a hybrid model or full-time) within 24 hours of the determination to move to that model. The Association may demand to bargain over impacts to member's wages, hours, and working conditions.
2. **Meetings:** Meetings, including professional development, must be held in spaces where social distancing is possible.
3. **Hybrid Schedule:** All students assigned to a teacher shall count towards their bargained class size or caseload.
4. **Safety and Discipline:** Ensuring the safety and health of students and staff shall be the district's first priority. Students shall be required to follow all safety protocols.
 - a. Students who willfully and knowingly violate safety protocols may be excluded from the classroom, in accordance with the collective bargaining agreement and state law.
 - b. In the event a student willfully and knowingly violates safety protocols towards another student in a manner that may cause harm (for example, purposefully removing a mask and coughing or sneezing on another student), the building administrator shall immediately notify the parent or guardian of the effected student.
5. **Remote Learning During Long-Term Closure:** In the event of moving to remote learning, the district shall provide the Association notice of the decision to move to remote learning, as soon as possible, but no later than within 12 hours of the determination to move to that model. The Association may demand to bargain over impacts to members' wages, hours, and working conditions.
6. **Safety and Discipline in a Virtual Environment:**
 - a. Inappropriate actions on a student camera should be addressed consistent with classroom management protocols and reported to their administrator. Employees shall not be held responsible for student actions on camera in a virtual environment.

- b. Any live sessions conducted will include at least two students, a student and a parent, or a student and two staff members (inclusive of the host) minimum. (exclusive of School Psychologists, School Counselors and related services staff).
- c. Any live sessions conducted with students will not be required to be recorded. If the employee opts to record, the instructor will let the audience know and the instructor will make sure they know of any students who are excluded from being recorded prior.
- d. During live virtual sessions, building /classroom discipline expectations should be followed. School wide/classroom discipline procedures will be adhered to in the virtual setting (i.e. PBIS, Restorative Practice, conferring with students one on one regarding behavior, etc).
- e. Students who repeatedly disrupt the virtual learning environment will be removed from the session and referred to the appropriate administrator and will not be admitted back into the classroom setting until the teacher and administrator have conferred regarding actions taken (inclusive of contacting parents, developing a plan for appropriate behavior upon return, etc.)

E. Co-Curricular Salary Schedule

1. Employees serving in roles defined in Appendix B will submit a plan to their principal describing the use of remote processes in the provision of applicable enrichment outside of the contract day. Upon approval of this plan, the employee will submit a supplemental time sheet paid hourly at the supplemental rate (currently per-diem to \$45.00). The maximum amount of supplemental pay for the first semester will be no more than one half (1/2) of the stipend outlined in Appendix B.

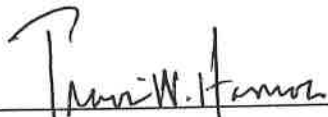
F. Staff Protection

1. Article III – Employee Rights: Section 8 - Staff Protection
 - a. The District agrees that it will include employees as insured(s) in the District liability policy. The District shall reimburse employees for replacement of any clothing or other personal property damaged or destroyed in a disturbance as provided by RCW 28A.400.370.
2. Pursuant to "staff protection" language in Article III, Section 8 (above), the district affirms continued liability coverage for employees in the midst of school operations during the pandemic. The United Schools Insurance Program (USIP) and the district's broker, Clear Risk Solution, have provided assurance of insurance coverage for potential COVID-19 related tort claims. While it is the district's expectation that COVID-19 claims will be covered, there are typical exclusions for any claim, which include deliberate acts contrary to laws, regulations, or ordinances, and criminal, fraudulent, or bad faith actions.
3. Strict compliance with all relevant District safety and health rules, including the use of PPE and face coverings will be an essential function of each employee's job. An employee's failure to comply with the safety protocol will be subject to progressive discipline.
4. The District will provide face coverings when requested and additional PPE when required for the work assigned to the employee.
5. Employees will also be reminded on how to report unsafe working conditions and be informed that practices inconsistent with established safety protocol constitute an unsafe working condition or work practice as related to COVID-19. As always, employees who observe others behaving unsafely should strive to first alert the person directly involved and then, if unresolved, alert an administrator or supervisor. If the concern is with the site administrator or supervisor, employees should contact Human Resources.

G. Duration

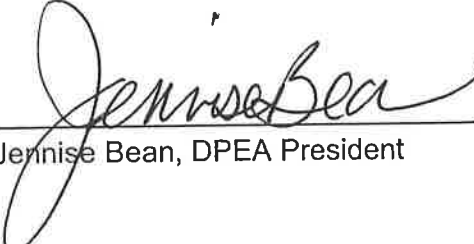
1. The MOU shall remain in effect through the 20/21 school year or 90 days after the end of the declared COVID state of emergency whichever comes earlier. This MOU is not precedent-setting and shall expire on its own terms or until replaced by an alternative MOU. All other provisions of the collective bargaining agreement shall remain in full effect.

For the District:



Travis Hanson, Superintendent

For the Association:



Jennise Bean, DPEA President