

**MEMORANDUM OF UNDERSTANDING BETWEEN
RIDGEFIELD SCHOOL DISTRICT AND
RIDGEFIELD CLASSIFIED ASSOCIATION REGARDING
TERMS OF EMPLOYMENT
AFFECTED BY COVID-19 FOR THE 2020-21 SCHOOL YEAR**

The Ridgefield School District No. ("District") and the Ridgefield Classified Association ("Association") hereby confirm the following agreements related to the reopening of school for the 2020-21 school year in light of the unprecedented outbreak of the illness COVID-19.

WHEREAS, the parties share a mutual interest in protecting the health and safety of students, families, employees, and the community, and they also share a mutual interest in ensuring that a high-quality education is accessible to all students including, but not limited to, students of color, students living in poverty, students who identify as LGBTQ+, and students receiving special education and English-language learner services;

WHEREAS, the parties desire this Memorandum of Understanding (MOU) to establish changes to the terms and conditions of work for Association employees for the 2020-21 school year consistent with relevant federal, state, and local health and education requirements and guidance, due to the unique circumstances of the ongoing, global COVID-19 pandemic; and

WHEREAS, the parties recognize that the COVID-19 pandemic is an unprecedented and still-developing situation that may require further communication and modification of the work.

NOW, THEREFORE, the parties agree as follows:

A. Modes of School Operation for 2020-21.

1. 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, the District will start the 2020-21 school year in remote operation;
 - (b) remote instruction for most students, with certain high-needs students (e.g., some special education students) receiving in-person instruction;
 - (c) a "hybrid" approach that combines in-person instruction for all or most students with remote instruction or that brings students back by grade level; 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 after review of the advice from the Department of Health (DOH), Center for Disease Control (CDC), Office of Superintendent Public Instruction (OSPI), Clark County Health Authority (CCPH) 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. The District will provide employees with seven (7) calendar days, advance notice of changes in work assignments at the first transition from online to hybrid and one (1) day for each switch thereafter due to changes in mode of operation.
3. The District and the Association will meet to negotiated changes in wages, benefits and working conditions based on changes during the time of COVID. They will notify the other party seven (7) calendar days in advance.

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. Strict compliance with all relevant District safety and health rules will be an essential function of each employee's position. 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 written notice to all employees, parents/guardians, and students of relevant health and safety protocols as they exist at that time and as the District approaches changes in mode of instruction. Should health and safety protocols change during the school year, the District will provide reasonable notice to the Association leadership and affected employees.
3. The District will provide an additional hour of training, on paid work time to inform all Association employees on health and safety protocols. This will take place prior to the first in-person student day.

This hour is an addition to the four (4) hours of compensation employees receive for attending Convocation (two hours) and completing their Safe Schools training (two hours).

All five (5) hours will be reported on the employee's time sheet.

4. The District will provide the following Personal Protective Equipment ("PPE") specific to COVID-19 protective practices, to Association employees: all employees will be given at least three (3) reusable/washable masks. Appropriate protective equipment (including as required by individual circumstances gowns, gloves, masks, shields) will be provided

to employees providing direct services in-person and within social distance limits with specific students.

5. In the event that the District learns that employees, students, or other visitors to District facilities have tested positive for or are suspected of having COVID-19 and that contact tracing and communication with potentially affected persons is necessary, the District will follow the directives of the County Health Department.

C. Work and Compensation of Employees.

1. During the remote model option Association employees will work with their administrator to determine the best site for them to perform their duties.
2. The District will determine when substitute personnel are needed in the absence of staff.
3. During remote instruction employees who work on-site will be permitted to bring their children with them, provided they are able to complete their work duties and remain solely responsible for supervision of their children. Employee's children will not be allowed to access or congregate in common areas including but not limited to cafeterias, gyms, fields or playgrounds. Employees assigned to a temporary position in the Learning Support Center (LSC, described below) cannot supervise their own children while performing this assignment. Employees are eligible to enroll their children in the LSC on the same terms as other District families.

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.

1. **Employees Quarantined Due to Possible Exposure to COVID-19.** Employees who have been ordered or 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 worksite and may access, in consultation with the District, any or all of the following benefits under the terms of the CBA or law:

OPTIONS

- a. Alternative work assignment location determined by the District, in consultation with the employee's administrator, if available.
- b. EPSL.
- c. Each 1.0 FTE employee may access up to ten (10) workdays of paid administrative leave to be used under the following circumstances. An employee will qualify for such leave during: (a) any period of mandatory quarantine (as determined by the District,

in consultation with CCPH) if the employee has exhausted EPSL, an alternative work assignment is unavailable, and the employee was present onsite during a COVID-19 exposure; or (b) the employee was excluded from a District worksite due to failing a District-required health screening, the employee has exhausted EPSL, and an alternative work assignment is unavailable. For employees at less than 1.0 FTE, the amount of leave will be prorated accordingly.

- d. Worker's compensation, if applicable per Labor and Industry Department rules.
 - e. Paid administrative leave for the period of mandatory quarantine if the employee has exhausted EPSL, an alternative work assignment is unavailable, and the ~~was~~ quarantine was due to reported exposure at a District worksite.
 - f. Leave for illness, injury, or emergency (i.e., accrued paid sick leave).
 - g. Personal leave.
 - h. Unpaid leave of absence for the period of the quarantine.
 - i. Unemployment benefits, if applicable per Employment Security Department rules.
- b. **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, in consultation with the District, any or all of the following benefits under the terms of the CBA or law:

OPTIONS

- a. Emergency Paid Sick Leave ("EPSL") under the federal Families First Coronavirus Response Act ("FFCRA").
 - b. Leave for illness, injury, or emergency (i.e., accrued paid sick leave).
 - c. Shared sick leave.
 - d. Personal leave.
 - e. Washington Paid Family Medical Leave ("PFML").
 - f. Worker's compensation, if applicable per Labor and Industry Department rules.
 - g. Federal Family Medical Leave Act ("FMLA"), which provides unpaid leave except for continued health insurance benefits unless an employee elects to simultaneously use other accrued, paid leave.
 - h. Unpaid leave of absence for the period of the temporary disabling condition.
 - i. Long-term disability benefits.
 - j. Unemployment benefits, if applicable per Employment Security department rules.
- 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 person 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, in consultation with the District, any or all of the following benefits under the terms of the CBA or law:

OPTIONS

- a. Alternative work assignment determined by the District, in consultation with the employee's administrator that may be performed from home, if available (see Section E, below).
 - b. EPSL with 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;
 - c. Leave for illness, injury, or emergency (i.e., accrued paid sick leave).
 - d. Shared sick leave, if applicable.
 - e. Personal leave.
 - f. Washington Paid Family Medical Leave ("PFML").
 - g. Federal Family Medical Leave Act ("FMLA"), which provides unpaid leave except for continued health insurance benefits unless an employee elects to simultaneously use other accrued, paid leave.
 - h. Unpaid leave of absence for the period the employee is unable to come to work at a District worksite.
 - i. Unemployment benefits if applicable per Employment Security Department rules.
- d. **Higher-Risk Employees.** Employees who are at higher 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, in consultation with the District, any or all of the following benefits under the terms of the CBA or law:

OPTIONS

- a. Alternative work assignment determined by the District, in consultation with the employee's administrator that may be performed from home, if available (see Section E, below).
- b. EPSL.

- c. Leave for illness, injury, or emergency (i.e., accrued paid sick leave).
- d. Personal leave.
- e. Unpaid leave of absence with required notice of the employee's intended return date.
- f. Employees for whom there is no alternative work assignment and with District approval may choose to be placed on voluntary furlough. There is no two-week notice of voluntary furlough.
- g. Unemployment benefits, if applicable per Employment Security Department rules.
- e. **Higher-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 higher 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, and as verified by the person's medical provider, may choose to come to work at a District worksite when required by the employee's assignment or may choose to access, in consultation with the District, any or all of the following benefits under the terms of the CBA or law:

OPTIONS

Alternative work assignment determined by the District, in consultation with the employee's administrator, if available (see Section E, below).

- a. Leave for illness, injury, or emergency (i.e., accrued paid sick leave).
- b. Personal leave.
- c. Unpaid leave of absence with required notice of the employee's intended return date.
- d. Unemployment benefits, if applicable per Employment Security Department rules.
- f. **Employees with Children Affected by School Closure.** An employee who must care for the employee's child because of a school closure or unavailability of the child's care provider due to COVID-19 may choose to come to work at a District worksite when required by the employee's assignment or may choose to access, in consultation with the District, any or all of the following benefits under the terms of the CBA or law:

OPTIONS

- 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. Emergency Family and Medical Leave ("EFML") under the FFCRA (which is partially unpaid and partially paid at 2/3 regular wages up to a maximum of \$200 per day), with possible supplementation up to the employee's regular daily salary by other paid leaves identified in this section, below.
- c. Leave for illness, injury, or emergency (i.e., accrued paid sick leave).
- d. Personal leave.
- e. Unpaid leave of absence with required notice of the employee's intended return date.
- f. Unemployment benefits, if applicable per Employment Security Department rules.
- g. The District may offer a program for school-age students grade PK to 6 in the District to provide supervision of the children and guidance of their remote learning, and employees' children who qualify will be eligible to be enrolled.
- g. **Employees Who Cannot Wear a Face Covering or Other Required PPE.** 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 covering, may choose to access, in consultation with the District 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:

OPTIONS

- a. Alternative work assignment determined by the District, in consultation with the employee's administrator, if available (see Section E, below).
- b. Leave for illness, injury, or emergency (i.e., accrued paid sick leave).
- c. Personal leave.
- d. Unpaid leave of absence with required notice of the employee's intended return date.
- e. Other accommodations identified through the interactive process of the Americans with Disabilities Act ("ADA") and the Washington Law Against Discrimination ("WLAD").

8. **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 choose, in consultation with the District to access any or all of the following benefits under the terms of the CBA or law: Personal leave; or leave of absence with required notice of the employee's intended return date. 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 L&I under WAC 296-360-150.
9. **Documentation.** When an employee requests leave under Section 1-7, above, the District may require, and an employee will provide within three (3) business days (or such other number of days as required by law), written 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. **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) currently expire December 31, 2020.

E. Alternative Work Assignments.

1. When an employee's assignment requires work at a District worksite and the employee cannot work at a District worksite for one of the reasons discussed in Section D, above, the District will attempt to reasonably accommodate those circumstances by assigning the employee to available work that can be provided remotely on the condition that the employee is qualified, prepared, has the resources (COMPUTERS, HOTSPOTS) and is willing, and available to provide such services.
2. When choosing from among multiple employees for the same available alternative assignment, the District will prioritize employees in the following order:
 - a. Employees who hold the appropriate training, licensing, or other qualifications for the position;
 - b. Employees quarantined due to possible exposure to COVID-19;
 - c. Employees caring for someone with COVID-19/suspected COVID-19;
 - d. Higher-risk employees;

- e. Employees with a higher-risk individual in the employee's household; and
 - f. Employees who cannot wear a mask or other required PPE.
3. If two or more employees have equal priority under the conditions above, the District will use total District seniority to make the assignment.
 4. If a remote assignment is created and assigned to an employee with the expectation that it will continue for the duration of the employee's need, 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). As the District moves to in-person modes of instruction, the number of available remote assignments may be reduced.

F. Reassignment and Temporary Furlough.

Due to a lack of work in all but the regular operational mode, the District will provide employees with two (2) weeks' notice of temporary furlough of either a reduction in hours or temporary suspension of the employee's position. The District will not issue furlough notices prior to September 2, 2020. Furlough notices will include available temporary work options furloughed employees may choose, and the process for signing up for these assignments. Prior to the beginning of the employee's furlough period, the employee will have the opportunity to sign up for temporary work options different from the employee's regular assignment, to the extent available. Employees may not sign up for a position of greater hours or compensation than their regular assignment. Employees will remain in their temporary assignments until their regular position or hours are restored, or the District eliminates their temporary assignment (with five (5) work days' notice). If an employee's temporary assignment is reduced or eliminated, the employee will be provided an opportunity to sign up for other temporary work, if available. When temporary assignments are made available for sign-up, eligible employees shall sign up in seniority order for positions for which the employee is qualified. If an employee signs up for hours or work that are different from the employee's regular assignment, the employee is volunteering to change their assigned hours or work. If an employee fails to sign up for a temporary assignment, the employee is volunteering to be furloughed.

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 District will develop temporary work options, taking into consideration recommendations of the Association, employees represented by the Association, and other interested parties.

The Learning Support Center may open in September and be available for PK to grade 6 students enrolled in the District. Enrollment will be phased and prioritized by high-needs student groups as capacity is determined.

Temporary assignments shall be governed by the following additional provisions:

1. Employees may only be assigned to perform work for which the employee is appropriately trained, licensed (if applicable), and prepared to perform.
2. Such employee will be paid the regular wages, and benefits the employee would receive from the employee's normal assignment.
3. Such employee's temporary assignment may not result in displacing any other employee performing services within his or her regular job description.
4. 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.
5. Paraeducators with degrees may sign up as an emergency certificated substitute. The District will use them as needed and they will receive the certificated substitute rate of pay.
6. The temporarily reassigned employee retains a right to return to the employee's original assignment upon resumption of regular school operations.
7. Employees within a job class will be called back to work in seniority order as positions are restored, or to additional hours as those are restored.
8. During furlough, employees will remain eligible for insurance benefits through the School Employees Benefits Board, including the employer contribution. They will be required to pay their portion of their benefits cost.
9. Employees may apply for unemployment benefits. The District will not contest their application, but does not control the award of benefits.

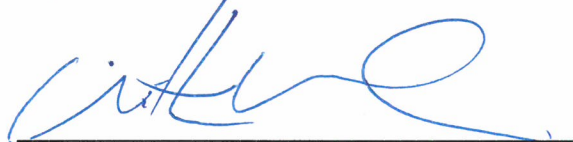
H. Evaluation. The District will conduct evaluations pursuant requirements in the collective bargaining agreement.

I. 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, April 26, 2020 or days after the last student day of the year.
2. It is currently anticipated that school will be in session through June 18, 2021. If this end date changes for any reason, the District and the Association will meet to negotiate impacts.


- J. **Communication.** The District will provide notice of COVID-19 health and safety information to employees via District email in advance of communicating such information to families, except in the case of emergency endangering the health or safety of students or families.
- K. **Enforcement.** This MOU may be enforced through the grievance procedure in the CBA.
- L. **Effective Date.** This MOU will be in effect for the 2020-21 school year and will expire on the last instructional day of the school year, unless the parties earlier agree in writing to terminate or amend it. All provisions of the CBA 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:


Nathan McCann, Superintendent

8/31/2020
Date

FOR THE ASSOCIATION:


Sharon Bisila, President

8/31/20
Date

