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**Memorandum of Understanding
By and Between
The Camas School District 117
and
The Camas Chapter of Washington/SEIU 1948 Public School Employees (PSE)
Agreement Regarding Terms of Employment and
Delivery of District Services Impacted by the COVID-19 Crisis**

9 The District shall prioritize the needs of traditionally underserved student populations, focusing on
10 equitable education and services for students of color, students living in poverty, students who identify
11 as LGBTQ+, students served by Special Services, and English Learner students.

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

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16 The K-12 School Requirements 2021-22 shares that for the 2021-2022 school year, schools must plan
17 to provide full time in-person education for all interested students. Students interested in an on-line or
18 remote option have the opportunity to enroll in the Camas Connect Academy.

19
20 **1. Health and Safety:** District wide health and safety protocols have been designed to comply with
21 guidance of all applicable public health agencies. Strict compliance with all relevant District safety
22 and health rules will be an essential function of each employee's job. The District will follow all
23 guidelines specified by OSPI, Governor Proclamations, and Health Department(s). The Office of
24 Superintendent of Public Instruction's K-12 Schools Requirements 2021-22 specifically sets forth
25 student and staff health precautions.

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27 a. **Face coverings:** All employees, students, and building visitors shall wear a cloth face
28 covering or protective face shield with a drape while at the worksite, except those with a
29 medical condition that would prevent them from comfortably wearing or removing a face
30 covering; those with respiratory conditions that would prevent wearing face covering, or
31 have trouble breathing; those who are deaf or hard of hearing and use facial and mouth
32 movements as part of communication; and those advised by a medical, legal, or behavioral
33 health professional that wearing a face covering may pose a risk to that person.
- 34
35 i. The District shall provide disposable face coverings for all employees and
36 students as needed. Employees and students may provide their own face coverings
37 as long as the mouth and nose are covered.
- 38
39 ii. Employees working with students who cannot wear a face covering for the
40 reasons described above shall be provided all appropriate personal protective
41 equipment (PPE), including but not limited to medical grade masks and gloves, as
42 described by the L & I, the DOH, and the CDC.

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44 b. **Exclusion of students and staff with COVID-19 symptoms:** The District shall provide an
45 exclusive area for students who have developed symptoms not caused by another condition
46 to wait for their parents/guardians. This room shall be designated specifically for this
47 purpose. The parent/guardian shall wait outside the building until the student has been



1 escorted to an exit with minimal public exposure. Ideally, the assigned monitor shall escort
2 the student out of the building.

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- 4 c. **Workplace Exposure to COVID-19:** Employees who are exposed to any student or other
5 district employee who has a confirmed case of COVID-19, shall be notified by the district
6 as soon as reasonably possible.
- 7
- 8 i. The district will reimburse any employee for out-of-pocket costs related to COVID-
9 19 testing when an employee has been exposed to a student or staff member as
10 described above, if district testing is not available. Employees should check with
11 their COVID Captain for further information.
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- 13 ii. The district will provide leave and benefits for any employee who is awaiting the
14 results of COVID-19 testing because of an identified workplace exposure as
15 described above pursuant to “Leaves, 2(a)ii” in this Memo of Understanding.
- 16
- 17 d. **Supervision for compliance:** The Director of Talent Development is designated as the
18 supervisor to monitor employee health and safety. Each District location has a designee to
19 perform this function. The District will respond in a timely manner to all concerns posted
20 on the anonymous online reporting system or to concerns emailed to
21 covidsafety.report@camas.wednet.edu. Employees will not be disciplined for compliance
22 issues if the complaint is received solely in this manner unless an investigation reveals the
23 complaint was founded. No employee shall be subjected to any adverse impact for raising
24 health and safety concerns.

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26 **2. Leaves:** COVID-19 presents unique health, family, disability and staffing challenges for the
27 District and its employees. The following provisions are included to provide clear, objective, and
28 practical options for the District and the employees facing those challenges. In all cases, strict
29 compliance with all relevant District safety and health rules will be an essential function of each
30 employee’s job. Please refer to the published COVID-19 Staff Symptom Flow Chart (also
31 available from your COVID Captain.) If you have questions, contact your site’s nurse or health
32 assistant.

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- 34 a. **Employees with COVID-19/Suspected COVID-19:** Employees who have been diagnosed
35 with COVID-19, or are experiencing symptoms of COVID-19 that are not caused by another
36 condition and are awaiting a medical diagnosis, may not come to work at a District work site.
37 If the employee is vaccinated, they may return to the work site if no symptoms are present
38 after 24 hours. In the event that symptoms persist, the employee may access any or all of the
39 following benefits under the terms of the applicable CBA or law:
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- 41 i. In the event a worksite outbreak has been traced by school district officials, an
42 employee who is experiencing COVID-19 symptoms and is awaiting test results, or
43 who has a confirmed case of COVID-19, and is quarantined as a result of that
44 outbreak may receive paid leave during the quarantine period. A healthcare
45 professional’s note will be required, consistent with the CBA.
- 46
- 47 ii. Leave for illness, or emergency;
- 48 1. Shared leave;



2. Personal or vacation leave;
3. Washington Paid Family Medical Leave (PFML);
4. 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.);
5. Family Medical Leave Act (unpaid leave except for continued health insurance benefits);
6. Approved unpaid leave of absence for the period of the temporary disabling condition;
7. Long-term disability benefits; and
8. Unemployment benefits.

b. **Employees Quarantined Due to Possible Exposure to COVID-19:** Unvaccinated employees who have been advised by a public health agency to quarantine at home due to confirmed direct 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. In the event a worksite outbreak has been traced by school district officials, an employee who is experiencing COVID-19 symptoms and is awaiting test results (normally 3-5 days), and is quarantined as a result of that outbreak may qualify for administrative paid leave. A healthcare professional's note or testing results will be required, consistent with the CBA.
- ii. Leave for illness, or emergency;
- iii. Personal leave;
- iv. 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.);
 1. Approved unpaid leave of absence for the period of the quarantine; and
 2. Unemployment benefits.

c. **Employees Caring for Someone with COVID-19/Suspected COVID-19:** Employees who are the caregiver for an individual who is subject to quarantine ordered by a health care provider because that individual has been diagnosed with COVID-19, or is experiencing symptoms of COVID-19 that are not caused by another condition and is awaiting 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. Leave for illness, or emergency;
 1. Shared leave;
 2. Personal leave;
 3. Washington Paid Family Medical Leave (PFML);



- 4. Family Medical Leave Act (unpaid leave except for continued health insurance benefits);
- 5. Approved unpaid leave of absence for the period of time the employee is unable to come to work at a District work site; and
- 6. Unemployment benefits.

d. 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 296-36-150.

3. Supervision Paraprofessionals: Due to Covid reopening, the district has a need to hire temporary supervision paras for 2.5 hrs. These positions are temporary, the intent is through December 2021. If the need is to extend the timeframe CSD and PSE may mutually agree to extend the time frame. (Sec 1.4) Regular Supervision paraprofessionals will have their positions extended by 2.5 hours, to support COVID needs. The extended time is considered extra time and will be paid as worked, and retirement benefit will be accrued. PSE understands the increased time is due to COVID needs. (Sec.11.2.1)

4. Discontinuation of Perfect Attendance Bonus: Due to the ongoing pandemic and our collective desire to have people who are ill stay home rather than coming to work and potentially spreading illness, the Attendance Incentive Program detailed in Article IX, Section 9.1, will not be in place for the 2021-22 school year.

5. Effective Dates: This MOU shall be in effect for the 2021-22 school year and shall sunset on the last instructional day of the school year, or at such time it is determined to be safe to bring all students and staff back for in-person instruction. 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. In the event new, binding guidance or legislation comes into effect during this time, the parties shall meet to bargain the impacts.

Agreed to 10th day of November, 2021. Signed this 15th day of November, 2021.

PUBLIC SCHOOLEMPLOYEES
OF WASHINGTON/SEIU LOCAL 1948

CAMAS SCHOOL DISTRICT #117

PUBLIC SCHOOL EMPLOYEES
OF CAMAS

BY: Original Signature on File
Lorraine Schmid, Chapter President

BY: Original Signature on File
Doug Hood, Interim Superintendent
on behalf of the Board of Directors

