



MEMORANDUM OF UNDERSTANDING BETWEEN

VANCOUVER SCHOOL DISTRICT NO. 37

AND

**VANCOUVER EDUCATION ASSOCIATION
REGARDING**

**TERMS OF EMPLOYMENT AND DELIVERY OF EDUCATIONAL
SERVICES AFFECTED BY COVID-19 FOR THE 2022-2023
SCHOOL YEAR**

The Vancouver School District No. 37 ("District") and the Vancouver Education Association ("Association") hereby confirm the following agreements related to the 2022-2023 school year in light of the unprecedented outbreak of SARS-CoV-2, the virus that causes the illness COVID-19, and developing variants of COVID-19.

WHEREAS, Governor Jay Inslee's February 29, 2020 State of Emergency continues to exist in the State of Washington related to COVID-19, during which the governor may prohibit any activity that they believe should be prohibited to preserve and maintain life, health, property, or the public peace.

WHEREAS, Governor Inslee issued Proclamation 21-14 directing all current K-12 school district employees and those hired after August 18, 2021, to be vaccinated against COVID-19 or provide evidence of a religious or medical exemption.

WHEREAS, the Washington Office of Superintendent of Public Instruction (OSPI) adopted the Washington Department of Health (DOH) August 5, 2022 guidance, *Requirements and Guidance to Mitigate COVID-19 Transmission in K-12 Schools and Child Care*.

WHEREAS, the District administration, in addition to the guidance described above, are required to develop COVID protocols and procedures consistent with the DOH, Washington State Department of Labor & Industries (L&I) for K-12 schools, as well as in consultation with the Clark County Public Health (CCPH).

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 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 2022-2023 school year consistent with federal, state, and local health, safety, and education



requirements, 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 evolving situation that may require further communication, collaboration, and negotiation.

NOW, THEREFORE, the parties agree as follows:

A. Parties' Understanding of Agreement:

The parties intend this MOU to address foreseeable changes to wages, hours, and working conditions in the 2022-2023 school year related to the COVID-19 pandemic. Should the District make further changes to school operations affecting wages, hours, or working conditions that are not addressed by this MOU, the parties will meet upon request of the Association to negotiate any impacts of such changes on mandatory subjects of bargaining. Should any other health crisis be declared a state or federal State of Emergency, the parties will meet upon request of either party. The parties will meet within five (5) workdays of the request, unless otherwise mutually agreed upon.

B. Models of School Operation for 2022-2023:

- a. The District will provide the Association leadership and employees with reasonable advance written notice of a change in the instructional model affecting an entire classroom, entire school, entire program, or the entire District prior to notification to other stakeholders (e.g. moving to remote learning). The parties agree to follow the provisions of "A" in such instances.
- b. Educators will provide assignments for absent or isolated students per VPS Policy/Procedure 3122/3122P. In any case, there is no requirement that educators provide synchronous instruction to absent or isolated students, unless an employee voluntarily agrees.

C. Health and Safety of Students and Staff:

- a. 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, which will include at least the following: CCPH; DOH; L&I; OSPI; and relevant Proclamations by the Governor. Strict compliance with all relevant District safety and health rules will be an essential function of the District and of each Association employee's position. The District's health and safety protocols as they exist as of the effective date are outlined in the District COVID Plan, although the parties recognize that the District may revise such rules as guidance from federal, state, and local authorities changes.
- b. Prior to the start of the 2022-2023 school year, the District will make reasonable efforts to provide notice to all employees, parents/guardians, and students of relevant health and safety protocols as they exist at that time. Should health and



safety protocols change during the school year, the District will provide reasonable notice to the Association leadership and affected employees. The parties agree to follow the provisions of "A" in such instances.

- c. The District will provide a current list of names and contact information for COVID Site Coordinators to the Association no later than September 30, 2022. COVID Site Coordinators will meet with building safety committees and Association building representatives monthly to provide updates and receive feedback and questions. Employees may also individually report any COVID-related concerns to their COVID Site Coordinator, who will acknowledge receipt of the concern and, where allowable by law, report the outcome.
- d. The District will provide the following training opportunities for all Association employees on health and safety protocols then in existence prior to the start of the 2022-2023 school year: COVID-19 Workplace Awareness Training, 2022-2023.
- e. The District will provide Personal Protective Equipment ("PPE") to Association employees to meet state health and safety standards: (e.g. cloth or disposable face coverings, KN-95 masks, clear masks, face shields, goggles, disposable gloves, disposable barrier gowns, and/or arm guards). Employees will request replenishment and/or additional PPE through their COVID Site Coordinator, who will acknowledge receipt of the request and provide the requested materials within three (3) workdays. Should the requested materials not be made available within three (3) workdays, the District will communicate in writing to the requesting employee(s) and the Association the reason(s) for the delay in delivery.
 - i. Per L&I Department of Occupational Safety and Health Directive 11.80, dated September 21, 2021, staff who perform high transmission risk work tasks as detailed in appendix A of the cited document may need to undergo medical clearance and fit-testing to wear an N95 mask while performing such high transmission work tasks. All associated medical records will be maintained by the District's testing contractor in secured and confidential files. Any required fit-testing of certificated staff will be either:
 - 1. During the contracted work hours; or,
 - 2. Paid as a supplemental contract at the per diem rate for two hours or total travel and testing time, whichever is greater.
- f. The District will comply with DOH & L&I for K-12 school's recommendations for HVAC systems to prevent the spread of the COVID-19 virus. The District will promptly assess and resolve HVAC issues brought to their attention.
- g. The District shall comply with all current DOH and CCPH guidance for school sponsored gatherings.
- h. The District will comply with all cleaning and disinfecting guidance as provided by DOH and CCPH related to K-12 schools.



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. For purposes of this Section, should the District determine that an employee was not exposed to COVID-19 at work and an employee subsequently has a State Workers' Compensation claim for COVID-19 exposure approved by the Department of Labor and Industries (or third-party administrator), such employee will be retroactively entitled to all leave provisions identified herein. The District will not deduct any unpaid leave when calculating experience for salary placement purposes when utilized for: COVID testing, DOH isolation periods due to a COVID-19 positive diagnosis, or, for high-risk employees with an approved accommodation.

- a. **Access to COVID-19 Testing:** Per current DOH guidelines, the District is required to provide free, timely diagnostic COVID-19 testing at no cost to employees. Such testing may include distributing self-tests for home use, testing at a centralized District site, and/or partnership with a trusted and accessible community-based testing provider.
- b. **Employees who are diagnosed with COVID-19 (after being exposed to COVID-19 at Work):** Employees exposed to COVID-19 at work per Clark County Public Health guidelines who are diagnosed with COVID-19 by a healthcare provider or a Center for Disease Control and prevention (CDC), WA DOH, or CCPH approved COVID-19 test kit are entitled to paid administrative leave from the date of diagnosis for up to the lesser of: seven (7) workdays or the required isolation period per current CCPH, DOH, or OSPI guidelines.
 - i. After the above paid administrative leave is exhausted, an employee still experiencing COVID symptoms or who continues to test positive for COVID-19 may access any of the leaves described below:
 1. Leave for illness, injury, or emergency (i.e., accrued paid sick leave)
 2. Shared sick leave
 3. Personal leave
 4. Washington Paid Family Medical Leave ("PFML")
 5. Workers' compensation, if applicable per Employment Security Department rules
 6. 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
 7. Unpaid leave of absence for the period of the temporary disabling condition



8. Long-term disability benefits
 9. Unemployment benefits, if applicable per Employment Security Department rules
- c. **High-Risk Employees:** Employees who are at higher risk of severe illness or death from COVID-19, as that term is defined by the CDC, 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 seek accommodations as provided under HELSA through VPS Human Resources, including, but not limited to, the following:
- i. Alternative work assignment determined by the District that may be performed from home, if available
 - ii. Leave for illness, injury, or emergency (i.e., accrued paid sick leave)
 - iii. Personal leave
 - iv. Unpaid leave of absence
 - v. Unemployment benefits
- d. **Documentation:** When an employee requests leave under Sections D.b or D.c, above, the District may require, and an employee will provide within five (5) 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 or proof of positive COVID-19 test with a CDC, WA DOH, or CCPH approved test kit. In any event, the District will request only such documentation as is consistent with federal and state law. All associated medical records received under the purview of this MOU will be maintained by the District in secured and confidential files.
- e. **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.
- E. **Communication:** The District will provide notice of COVID-19 health and safety information, including updates to COVID-19 protocols, to Association employees via District email and to the Association's Executive Director and President in advance of communicating such information to families, except in the case of emergency endangering the health or safety of students or families.
- F. **Enforcement:** This MOU may be enforced through the typical grievance procedure in the CBA or through statutory procedure.



G. Effective Date: This MOU will be in effect August 30, 2022 through August 31, 2023, unless the parties earlier agree in writing to terminate it. All provisions of the current CPA for 2021-2024 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.

FOR THE DISTRICT:

Jeff Snell
Jeff Snell, Ed.D. Superintendent

9/2/22
Date

Jeff Fish
Jeff Fish, Executive Director of HR

9/2/22
Date

FOR THE ASSOCIATION:

Page A Todd
Page A Todd, Executive Director

September 2, 2022
Date

Kari Van Nostran
Kari Van Nostran, President

September 2, 2022
Date