

**Memorandum of Understanding
By and Between
The Coupeville School District and
The Coupeville Education Association
September 21, 2021
Agreement Regarding School Year 2021-2022 Terms of Employment and
Delivery of Educational Services Impacted by the COVID-19 Crisis**

The District and Association agree upon this Memorandum to address terms of employment and the delivery of educational services which may continue to be affected by the COVID-19 pandemic. This agreement reflects our ongoing shared interest in prioritizing the protection of public health, providing high-quality educational services, and clarifying employment matters during this public health crisis.

A. Guidance Adherence and Response

- The District will adhere to OSPI guidance and Washington State Department of Health concerning the educational program and delivery of services during the ongoing COVID crisis. The District will have a COVID-19 response and communication plan in place, to include, but not limited to:
 - Isolation spaces and protocols for use
 - Identify diagnostic testing resources and protocols for use
 - Identify points of contact and staff roles
 - Train staff in case of contact investigations
 - Develop procedures for identifying close contacts from school records
 - Develop templates for close contact notifications to send out to families and staff
- The District and Association will continue to work collaboratively to adjust to evolving circumstances which affect the educational program and the delivery of services. If OSPI and/or other State authorities determine districts must return to alternative instructional modalities (e.g., remote or hybrid learning models), the parties will meet to consider such requirements and negotiate the impact on wages, hours, and working conditions as necessary.
- The District will make decisions to resume or curtail onsite operations based on strict adherence to state and local health department, OSPI, Labor & Industries, or other governmental guidance or directives concerning safely reopening in-person. The District commits to a decision-making process that is informed by science-based data as established by health department officials so as to protect the health and safety of staff, students, and the public to the greatest degree reasonably possible.

B. Vaccination Requirement

- The District will adhere to all State mandates and requirements concerning the vaccination of employees. For compliance purposes, the vaccination status of employees will be maintained confidentially by the District in a secure section of District personnel records. The District will not disclose the vaccination status of an employee unless required by law.
- The District will adhere to State and federal law concerning medical or religious exemptions. If an exemption is granted the District will provide (1)

testing for COVID-19; (2) mandatory face coverings, even in the absence of a state or local mandate; (3) increased distance between workspaces and individuals. When determining exemptions and accommodations the district will use the COVID-19 Vaccination Requirement for K–12 School Employees: Guidance for Employers on Evaluating Religious Accommodation Requests document provided by OSPI as their guiding document.

C. Health and Safety

- The District and Association will continue to work collaboratively at the District and site-level to ensure compliance with all guidance issued by OSPI, Washington State Department of Health, Island County Department of Health, Office of the Governor of Washington State, and Washington State Labor & Industries Division of Occupational Safety and Health rules or other applicable federal, state, or local occupational health and safety rules. Any significant change to guidance or mandates will prompt consideration of an immediate meeting between the District and Association to discuss the impact of these measures' changes. The Association and District will check in to see if a meeting is needed.
- Compliance with health and safety protocols is an essential function of the job and will be expected unless modified by specific, individual accommodations required by law. Should the guidance or requirements from the governmental agencies listed above change during the term of this MOU, the parties will follow the updated requirements and bargain the impact associated with new requirements as necessary.
- Health and Safety Communication:
 - Staff, students and their families will receive regular communication from CSD's Superintendent's Office regarding health and safety expectations, including but not limited to wearing masks, promoting vaccination for all eligible students, teachers, staff, and families, physical distancing, handwashing, and health screenings. Every attempt will be made to provide communication in the home languages of students' families/guardians and in multiple formats.
 - The District will provide teachers appropriate notice of basic COVID-19 safety and health requirements for all persons present in CSD facilities (e.g., proper mask wearing, physical distancing, handwashing, etc.) in a manner understandable by both adults and students for each classroom or workspace. Teachers should post in the appropriate place for their individual classroom.
 - The District will adhere to all Department of Health requirements regarding a) communication about COVID-19 confirmed cases and close contacts, b) quarantining, and c) contact tracing.
 - The District will notify building staff within 1 school day of notification of a confirmed positive case of a fellow staff member or student.
 - All staff providing services to a student with a confirmed positive case will be contacted as part of the contact tracing protocol.
- Student and Staff Compliance:
 - The District's progressive discipline practices will be used to address students who are non-compliant with safety protocols, including PPE,

- handwashing and physical distancing. This procedure will include strict adherence to safety protocols and the removal of students who place others at risk (e.g., removing the mask of another student or staff person). In instances where students refuse to comply with health and safety requirements, administrators will contact and work with parents/guardians as necessary to intervene, discuss the situation, and develop a plan to allow the student to return or to provide an alternate learning arrangement.
- Staff who encounter adults, including other staff, who refuse to comply will contact their administrator who will immediately intervene.
 - If employees in a building believe any health or safety requirements are not being enforced by administrators, employees shall bring the concern to the attention of the Association. The concern will be referred to the District who must respond in writing to employees and the CEA in a manner that is responsive to the concern.
 - High-Contact Roles: Certain staff roles, e.g., special education teachers, specialists, primary teachers, etc., require interaction with students and colleagues which may involve physical assistance, physical restraint, alternative PPE, or closer proximity to students than is consistent with social distancing requirements.
 - The responsibilities of these staff may increase their risk during this pandemic. The District will work with these staff to jointly determine and implement steps to provide increased protection for staff and students in these circumstances. The parties recognize solutions may be unique to the circumstances and specific to staff assignments.
 - The District will make every effort to implement jointly developed solutions.
 - Indoor Air: The District will ensure all HVAC systems are monitored, routinely maintained, promptly repaired, and comply with L&I and Health Department requirements to ensure systems are functioning properly to provide maximum fresh air supply, filtration and circulation to help prevent the spread of the COVID virus. HVAC systems will do the following:
 - At the Elementary and Secondary campuses, a pre-purge air exchange is completed before 5:30 a.m.; this process takes and exchanges the room air for 60 minutes and involves 100% outside air coming into the space to exchange the air in the buildings; a post purge is completed at 8:00 pm across campus.
 - Through the day the ventilation system provides a constant flow of outside air to the buildings, such that a minimum of 30% fresh air is being brought inside at all times.
 - Co2 sensors are used in equipment for Classrooms, HSMS gyms to allow for automatic adjustment of fresh air as needed based on space population to maintain outside air ratio.
 - Buildings are kept at approximately 68°F, with the exception of the gyms, which are kept at approximately 65°F.
 - MERV 13 filters are being used to increase filtration; quarterly checks happen throughout the year and filters are changed if needed. Typically they only need to be changed on an annual basis.

- o The parties will discuss concerns related to such indoor air or environmental standards related to COVID as are established by governmental authorities to ensure appropriate implementation and compliance.

D. Leaves

Staff with COVID symptoms or who are quarantined due to close contact at work, shall be afforded a cumulative total of up to ten (10) days of paid administrative leave in the 2021-22 school year until allowed to return to work according to guidance or requirements from the governmental agencies.

E. Enforcement and Expiration

This MOU shall be in effect for the 2021-22 school year and shall sunset on the last contracted 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 21 day of September, 2021.

FOR THE ASSOCIATION:



Katja Willeford, CEA Co-President

FOR THE DISTRICT:



Steve King, Superintendent