

**MEMORANDUM OF UNDERSTANDING BETWEEN  
CLOVER PARK SCHOOL DISTRICT &  
EDUCATIONAL SUPPORT PERSONNEL OF CLOVER PARK REGARDING  
TERMS OF EMPLOYMENT  
AFFECTED BY COVID-19 FOR THE 2020-21 SCHOOL YEAR**

The Clover Park School District No. 400 (“District”) and the Educational Support Personnel of Clover Park (“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 SARS-CoV-2, the virus that causes the illness COVID-19.

WHEREAS, Governor Jay Inslee has proclaimed that an ongoing State of Emergency exists in all counties of Washington State related to COVID-19;

WHEREAS, the Washington Office of Superintendent of Public Instruction (“OSPI”) has required the board of directors of each school district to adopt a reopening plan for the 2020-21 school year that addresses topics such as mandatory health and statutory education requirements;

WHEREAS, OSPI has published “Reopening Washington Schools 2020: District Planning Guide” (the “Guide”), which establishes guidance for reopening schools for 2020-21;

WHEREAS, Superintendent of Public Instruction Chris Reykdal has stated that the fall opening for 2020-21 may be a “hybrid face-to-face/online model or any combination of modalities and schedules that meet [the] local community needs, while also affording all students in [a] district access to their basic education rights”;

WHEREAS, the District administration has collaborated with Association representatives and other stakeholders on reentry guidelines for the 2020-21 school year (“Reentry Guidelines”), which outline standards, guidelines, and recommendations for reopening school in the areas of operations; student/staff social and emotional wellbeing; school schedules, activities, events, attendance, and enrollment; information and instructional technology; curriculum and instruction; and communications;

WHEREAS, the Board of Directors approved the District’s reopening plan (“Reopening Plan”) required by OSPI on August 10, 2020;

WHEREAS, Pierce County remains in “Phase 2” of the “Safe Start Washington” plan issued by Governor Jay Inslee May 4, 2020, and therefore the District announced on *August 10, 2020*, that school will begin in a remote-instruction (i.e., online) format for 2020-21, although the District has the goal of undertaking a “hybrid” model consisting of both in-person and remote instruction, and the District will return to regular school operations (with some modifications) when the Superintendent determines it is reasonably safe to do so;

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 receiving special education and English-language learner services. In some cases, self-contained Special Education students may be served on school campuses in order to meet Individualized Education Plan (IEP) goals. An open lab may be staffed at a school for students who are having difficulty accessing virtual classrooms on a case-by-case basis;

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 the Guide and relevant federal, state, and local health 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 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 determined 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 instruction for most students, with certain high-needs students (e.g., some special education students) receiving in-person instruction; (b) a “hybrid” approach that combines in-person instruction for all or most students with remote instruction; and (c) 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 in its discretion 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 daily schedule for P-12 instruction under any mode of school operation employed will be as determined by the District consistent with the Reentry Guidelines.
3. The District will provide the Association leadership and employees with reasonable advance notice of a change in the mode for school operation.
4. The parties intend this MOU to address those foreseeable changes to wages, hours, and working conditions anticipated to arise from use of remote or hybrid models. Should the District make further changes to school operations consistent affecting wages, hours, or working conditions that are not addressed by this MOU, the parties will meet upon request of the Association to discuss any impacts of such changes on mandatory subjects of bargaining.

**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, which will include at least the following: the federal Centers for Disease Control and Prevention (“CDC”); Proclamations by Governor Jay Inslee; the Washington Department of Health (“DOH”); OSPI; the Washington State Department of Labor and Industries (“L&I”); and Tacoma-Pierce County Health Department (“TPCHD”). Health and safety protocols will be consistent with the Guide and the Reopening Plan. Strict compliance with all relevant District safety and health rules will be an essential function 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 “Reentry Guidelines,” although the parties recognize that the District may revise such rules as guidance from federal, state, and local authorities changes.
2. The District will continue to 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.
3. 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 2020-21 school year: COVID-19 SafeSchools module.
4. The District will provide the following Personal Protective Equipment (“PPE”) to Association employees when required to meet state health and safety standards: face coverings, field shields, and latex gloves, and disposable barrier gowns, as applicable to job assignment (i.e., special education classrooms)
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, appropriate District administration will perform those duties in collaboration and in conjunction with TPCHD.
6. Consistent with the Reentry Guidelines, building staff will not bring to the worksite soft-surface items, such as rugs, upholstery, and curtains (cloth facemasks for personal use are allowed to the extent permitted by state authorities, such as L&I).

**C. Work and Compensation of Employees.**

1. Regardless of whether the District is using remote or onsite instructional options, all Association employees will report to work onsite at a location determined by the District unless they qualify and are approved for leave as described in Section D, below. In the event that this requirement conflicts with OSPI guidance or a future proclamation by the Governor, the District will align its plan with OSPI or a future proclamation by the Governor.
2. Regular Association employees will receive the compensation called for by their employment classification for the 2020-21 school year, provided that such employees remain eligible and available to work or are on an approved paid or unpaid leave.
3. The parties recognize that use of remote or hybrid modes of instruction may necessitate additional reassignment of Association employees to meet emerging needs. Therefore, the parties agree that reassignments related to remote or hybrid learning are to accommodate urgent needs of the District, and that contractual requirements of Section 3.5 of the collective bargaining agreement may be waived in specific circumstances by mutual consent of the parties.

**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 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 any or all of the following benefits under the terms of the CBA or law:
  - a. Emergency Paid Sick Leave (“EPSL”) under the federal Families First Coronavirus Response Act (“FFCRA”), with supplementation up to the employee’s regular daily salary if the employee’s salary exceeds the statutory EPSL cap (\$511 per day) by other paid leaves identified in this section, below:
    - i. Leave for illness, injury, or emergency (i.e., accrued paid sick leave).
    - ii. Shared sick leave.
    - iii. Personal leave.
    - iv. Washington Paid Family Medical Leave (“PFML”).
    - v. Workers’ compensation, if applicable, per Employment Security Department rules.
    - vi. 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.
    - vii. Unpaid leave of absence for the period of the temporary disabling condition.
    - viii. Long-term disability benefits.
    - ix. Unemployment benefits
  - b. Any employee required to work in-person during remote instruction who has been diagnosed with COVID-19 by a health care provider are required to not report to work and shall be placed on District paid leave until fever-free for at least 24 hours without the use of fever reducing medication and at least 10 days have passed since the employee first experienced symptoms.
2. **Employees Quarantined Due to Exposure to COVID-19.** Employees who have been ordered or advised by a public health agency to quarantine at home due to exposure to COVID-19 may not come to work at a District worksite and may access any or all of the following benefits under the terms of the CBA or law:
  - a. In consideration of the operational needs of the district, an alternate work assignment may be considered at the district’s discretion, 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 (\$511 per day) by other paid leaves identified in this section, below:

- i. Leave for illness, injury, or emergency (i.e., accrued paid sick leave).
  - ii. Shared sick leave.
  - iii. Personal leave.
  - iv. Washington Paid Family Medical Leave (“PFML”).
  - v. Workers’ compensation, if applicable, per Employment Security Department rules.
  - vi. Unpaid leave of absence for the period of the temporary disabling condition.
  - vii. Long-term disability benefits.
  - viii. Unemployment benefits.
3. **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 any or all of the following benefits under the terms of the CBA or law:
- a. In consideration of the operational needs of the district, an alternate work assignment may be considered at the district’s discretion, 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:
    - i. Leave for illness, injury, or emergency (i.e., accrued paid sick leave).
    - ii. Shared sick leave.
    - iii. Personal leave.
    - iv. Washington Paid Family Medical Leave (“PFML”).
    - v. 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.
    - vi. Unpaid leave of absence for the period of the temporary disabling condition.
    - vii. Long-term disability benefits.
    - viii. Unemployment benefits.
4. **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 access any or all of the following benefits under the terms of the CBA or law:
- a. In consideration of the operational needs of the district, an alternate work assignment may be considered at the district’s discretion, if available (see Section E, below).
  - b. EPSL if the employee’s salary exceeds the statutory EPSL cap (\$511 per day) by other paid leaves identified in this section, below:
    - i. Leave for illness, injury, or emergency (i.e., accrued paid sick leave).
    - ii. Personal leave.
    - iii. Unpaid leave of absence.
  - c. Furloughed and access to unemployment benefits during remote instruction.
5. **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, may choose to access any of the following benefits under the terms of the CBA or law:
- a. In consideration of the operational needs of the district, an alternate work assignment may be considered at the district’s discretion, if available (see Section E, below).
  - b. EPSL two-thirds salary if the employee’s salary exceeds the statutory EPSL cap (\$200 per day) by other paid leaves identified in this section, below:

- i. Leave for illness, injury, or emergency (i.e., accrued paid sick leave).
    - ii. Personal leave.
    - iii. Leave of absence.
6. **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 any or all of the following benefits under the terms of the CBA or law:
- a. In consideration of the operational needs of the district, an alternate work assignment may be considered at the district's discretion, if available (see Section E, below).
  - b. 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.
  - c. 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:
    - i. Leave for illness, injury, or emergency (i.e., accrued paid sick leave).
    - ii. Personal leave.
    - iii. Unpaid leave of absence.
7. **Employees Who Cannot Wear a Face Covering, Shields, 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 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:
- a. Leave for illness, injury, or emergency (i.e., accrued paid sick leave).
  - b. Personal leave.
  - c. Unpaid leave of absence for the 2020-21 school year.
  - d. Other accommodations identified through the interactive process of the Americans with Disabilities Act ("ADA") and the Washington Law Against Discrimination ("WLAD").
8. **Employees Who Choose to Not Wear a Face Covering, Shield, or Other Required PPE.** An employee whose assignment requires work at a District worksite and who does not have a documented inability to wear PPE required for the employee's assignment, including but not limited to a face covering, but nevertheless does not wish to wear such PPE, may choose to access any or all of the following benefits under the terms of the CBA or law: employee's own available Personal leave; or Unpaid leave of absence for the 2020-21 school year.
9. **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 1-8, above, may choose to access any or all of the following benefits under the terms of the CBA or law: employee's own available Personal leave; or Unpaid leave of absence for the 2020-21 school year. Employees who allege their workplace is unsafe are encouraged to immediately report their concerns to their supervisor. Such employees may in limited circumstances also have recourse through L&I under WAC 296-360-150.
10. **Documentation.** When an employee requests leave under Section 1-8, 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. 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.

11. **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) will expire should federal legislation discontinue those benefits.

#### **E. Temporary Reassignment.**

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 work with employee to offer a leave of absence or a temporary reassignment of responsibilities. If the reassignment is to work remotely, see Section G, below.
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, or employees with a higher-risk individual in the employee's household;
  - e. Employees with children affected by school or care provider closure; 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. 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 Association and District agree to the following limited opportunities for temporary reassignment of employees (which may apply in either the case of an alternative work assignment per Sections 1-4, above, or when an employee continues to work onsite):
  - a. An employee may be temporarily assigned to provide services outside the employee's normal job description if work within the employee's job description is unavailable due to the temporary closure of school facilities.
  - b. Such employee may only be assigned to perform work for which the employee is appropriately trained, licensed (if applicable), and prepared to perform.
  - c. Such assignment will not, without the employee's agreement, exceed the hours normally assigned to such employee.
  - d. Such employee will be paid the regular salary, wages, and benefits the employee would receive from the employee's normal assignment. If an employee is reassigned to a higher classification, the employee shall be paid the appropriate wage for the duration of the assignment which will be determined on a case by case basis.
  - e. Such employee's temporary assignment may not result in displacing any other employee performing services within his or her regular job description.
  - f. The temporarily reassigned employee retains a right to return to the employee's original assignment upon resumption of regular school operations, subject to existing contract rights of the District to reduce the workforce and/or reassign employees within the same bargaining unit.

#### **F. Furloughs / Notice of Standby Work Status**

- **Student Nutrition & Transportation employees**

- The District will begin the 2020-21 school year with the remote instructional model, with limited exceptions for certain students, due to the current COVID-19 emergency. Based on budgetary constraints in place prior to September 1, 2020 and District concerns regarding ongoing funding availability in the 2020-21 school year, the District engaged in a program of furlough for student nutrition and transportation employees. Any temporary reduction in staffing will be done with the intent of keeping a sufficient workforce to serve the students and community of Clover Park School District and maintaining the employee/employer relationship in order to facilitate the return to work when in-person instruction resumes.
- The District will follow the seniority provisions of the collective bargaining agreement.
- Employees may be eligible for unemployment benefits through the Employment Security Department.
- Employees may also be eligible to continue receiving District employer contributions to your health insurance as determined by the School Employees' Benefit Board (SEBB). Employees will need to pay their portion of their benefits by the **last day of the month** or benefits will be terminated.

This unpaid furlough/stand-by status is effective beginning September 1, 2020, and is anticipated to last during the remote instruction period or until appropriate work can be provided for impacted employees. The District and Association will continue to meet regularly in order to review existing funding sources, work opportunities, and changing requirements associated with the instructional model.

**G. Expectations Specific to Remote Instruction.**

1. Employees will do at least the following in addition to other duties as assigned:
  - a. Check their District-issued email accounts at least three times day during working hours (morning, afternoon, and before the end of the school day). Employees will endeavor to respond to emails from District personnel during working hours and within an appropriate time, but in no event later than the start of their next assigned working hours or within twenty-four (24) hours, whichever is earlier.
  - b. Attend designated District/school online team meetings as scheduled during working hours.
  - c. Follow weekly/daily instructional schedule as assigned by administrator and/or certificated staff.
2. Support P-12 teachers using *TEAMS* to assist with instruction of students.

**H. Expectations Specific to Hybrid Instruction.**

1. Should the District determine to transition to a hybrid mode of operation during the 2020-21 school year, the District will construct a schedule that meets the requirements of the "Guide," public health and safety requirements, and the Governor's Safe Start Washington phased plan requirements (if applicable).
2. A notification period of one week will be given between transitioning from remote learning to hybrid instruction. If at all possible, hybrid instruction will begin on a Monday. Remote learning will continue up until the first day of hybrid instruction.

**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: *February 1<sup>st</sup> and May 28<sup>th</sup>*. Additional makeup days will be added after the last scheduled day of school, if needed.
2. It is currently anticipated that school will be in session through *June 16, 2021*. However, additional makeup days will be added aft the last scheduled day of school, if needed.
3. Staff leave reporting practices remain in place, and staff are expected to report absences current practices (i.e., communicate with supervisor and enter absence in Frontline [formerly Aesop]).

**J. Communication.** The District will provide notice of COVID-19 health and safety information to Association employees via District email and along with communicating such information to families.

- K. **Professional Development.** The District and the Association agree that remote and hybrid instruction modes present new challenges that necessitate additional training. Employees will be offered professional development on remote and/or hybrid instruction.
  
- 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 it. 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.

Dated this 11<sup>th</sup> day of Sept., 2020.

Irene Oda  
Irene Oda  
ESPCP President

9-11-20  
Date

Lori McStay  
Lori McStay  
Executive Director for Human Resources

9-11-20  
Date