

**Memorandum of Understanding  
By and Between  
The Camas School District 117  
and  
The Camas Education Association (CEA)**

**2021-22 Agreement Regarding Terms of Employment and  
Delivery of District Services Impacted by the COVID-19 Crisis**

The District shall prioritize the needs of traditionally underserved student populations, focusing on equitable education and services for students of color, students living in poverty, students who identify as LGBTQAI+, Special Education students, and ELL students.

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

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

1. Health and Safety: District wide health and safety protocols have been designed to comply with guidance of all applicable public health agencies. Strict compliance with all relevant District safety and health rules will be an essential function of each employee's job. The District will follow all guidelines specified by OSPI, Governor Proclamations, and Washington Department of Health. The [K-12 Schools Requirements 2021-22](#) specifically sets forth student and staff health precautions. Effective on the date of this MoU, the Camas School District Health and Safety Protocols are described below:
  - a. Face coverings: All employees, students, and building visitors shall wear a cloth face covering or protective face shield with a drape while at the worksite, except those with a medical condition that would prevent them from comfortably wearing or removing a face covering; those with respiratory conditions that would prevent wearing face covering, or have trouble breathing; those who are deaf or hard of hearing and use facial and mouth movements as part of communication (*see iii below*); and those advised by a medical, legal, or behavioral health professional that wearing a face covering may pose a risk to that person.
    - i.—The District shall provide face coverings in accordance with L & I and DOH requirements for all employees and students as needed. Employees should consult with the designated COVID Captain at their school for individual circumstances. Employees and students may provide their own face coverings as long as the mouth and nose are covered.
    - ii.—Employees working with students who cannot wear a face covering for the reasons described above shall be provided all appropriate personal protective equipment (PPE), including but not limited to medical grade masks and gloves, as described by the L & I, the DOH, and the CDC. Employees should consult with the designated COVID Captain at their school for individual circumstances.

- iii. Staff who are deaf or hard of hearing and use facial and mouth movements as part of communication may wear a shield with a drape or a traditional cloth mask.
- b. Physical Distancing: Physical distancing requirements should not prevent a school from offering full-time, in-person learning to all students/families in the fall. Distancing between students in classroom settings will be maintained to the degree possible and reasonable, that allows for full-time, in-person learning for all students, as specified by [health department\(s\) guidance](#).
- c. The District shall provide an exclusive area for students who have developed symptoms not caused by another condition to wait for their parents/ guardians. This room shall be designated specifically for this purpose.
- d. Workplace Outbreak of COVID-19: Employees who are exposed to any student or other District employee who has a confirmed case of COVID-19 in an identified outbreak, shall be notified by the District as soon as reasonably possible. A “workplace outbreak” is defined as being epidemiologically linked by a school District nurse, health assistant, or administrator.
  - i. The District will provide leave and benefits for any employee who is awaiting the results of COVID-19 testing because of a workplace outbreak as described above pursuant to “Leaves, 3(a)ii” in the main body of this Memo of Understanding.
- e. Meetings: Meetings, including professional development, will follow Health Department(s) and Governor Proclamation guidance. Depending on current guidance, meetings may be held in spaces where social distancing is possible.
- f. Disinfecting facilities: The District shall provide custodial support to disinfect high touch surfaces when workers and visitors are not present.
- g. Training and professional development: All staff shall receive professional development and training on COVID-19 health and safety precautions prior to the first student contact day. Employees hired after the start of school shall receive this training prior to their first day student contact day. This training shall be paid at the appropriate per diem rate for all staff and may be scheduled on a District or building directed professional learning day.
- h. Communication with students and families: The District will provide regular communication from the building and/or District regarding health and safety expectations, including but not limited to wearing face coverings, physical distancing, and handwashing.
- i. Supervision for compliance: The Director of Talent Development is designated as the District supervisor to monitor employee health and safety. Each District location will have a designee to perform this function. The District will respond in a timely manner to all concerns posted on the anonymous [online reporting system](#) or to concerns emailed to [covidsafety.report@camas.wednet.edu](mailto:covidsafety.report@camas.wednet.edu). Employees will not be disciplined for compliance issues if the complaint is received solely in this manner unless an investigation reveals the complaint was founded. No employee shall be subjected to any adverse impact for raising health and safety concerns.
- j. Vaccinations: The District will follow all guidelines and requirements specified by OSPI, Governor Proclamations, and Washington Department of Health related to vaccinations. A copy of the vaccination card may be provided to the District office via

<https://forms.camias.wednet.edu/Forms/Covid-Vaccine-Verification>, a copy emailed to [Brandie.Castellani@camias.wednet.edu](mailto:Brandie.Castellani@camias.wednet.edu), or shown to Marilyn Boerke at District Office. If an employee chooses not to be vaccinated and does not qualify for a medical or religious exemption by October 18, 2021, the employee will go through the process of non-disciplinary termination of employment pursuant to the [Superintendent of Public Instruction's Vaccination Requirement](#). If the employee has not become fully vaccinated or has not received an approved exemption by October 18, 2021, the employee's relationship with the district will be terminated and they will be required to apply as an outside applicant for future positions with the district.

- k. Indoor Air Quality – The District will regularly review the functionality of the HVAC system and make any needed repairs a priority. The HVAC systems District wide, including portables, have had the operating schedule extended and are bringing in more outside air. The District will complete random field testing throughout the month to ensure the HVAC system functionality, and will follow all regulations pursuant to the Washington Department of Health “Ventilation and Air Quality for Reducing Transmission of COVID-19.” Employees may utilize a personal air purification device during the instructional day. Maintenance, to include filter changes, are the responsibility of the owner of the unit. An exception to School Board Policy 6811 will be made for the duration of this Memo of Understanding.
2. Leaves: COVID-19 presents unique health, 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. In all cases, strict compliance with all relevant District safety and health rules will be an essential function of each employee's job. Please refer to the published COVID-19 [Staff Symptom Flow Chart](#) (also available from your COVID Captain.) If you have questions, contact your site's nurse or health assistant.
    - a. Employees with COVID-19/Suspected COVID-19 or Quarantined: Employees who have been diagnosed with COVID-19, or are experiencing symptoms of COVID-19 that are not caused by another condition and are awaiting a medical diagnosis, or are quarantined may not come to work at a District worksite and may access any or all of the following benefits under the terms of the applicable CBA or law:
      - i. In the event a worksite outbreak has been traced by officials, an employee who is experiencing COVID-19 symptoms and is awaiting test results, or who has a confirmed case of COVID-19, and is quarantined as a result of that worksite outbreak will qualify for paid administrative leave. A healthcare professional's note will be required if the absence is more than five days, consistent with the CBA. Vaccinated employees do not need to quarantine unless they have symptoms.
      - ii. Leave for illness or emergency;
      - iii. Shared leave;
      - iv. Personal leave;
      - v. Washington Paid Family Medical Leave (PFML);
      - vi. 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.);
      - vii. Family Medical Leave Act (unpaid leave except for continued health insurance benefits);
      - viii. Approved unpaid leave of absence for the period of the temporary disabling condition;
      - ix. Long-term disability benefits; and
      - x. Unemployment benefits.

- b. Employees Who are Caregivers 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. A healthcare professional's note will be required if the absence is more than five days, consistent with the CBA.
  - i. Leave for illness or emergency;
  - ii. Shared leave;
  - iii. Personal leave;
  - iv. Washington Paid Family Medical Leave (PFML);
  - v. Family Medical Leave Act (unpaid leave except for continued health insurance benefits);
  - vi. Approved unpaid leave of absence for the period of time the employee is unable to come to work at a District work site; and
  - vii. Unemployment benefits.
  
- c. Higher Risk Employees: Employees who are at higher or moderately higher risk of severe illness or death from COVID-19 and has a doctor note directing them to self-isolate based on a documented underlying health condition, defined by the [Center for Disease Control \(CDC\)](#) and as specified in Governor Inslee's [Proclamation 20-46.3](#) may choose to come to work at a District work site when required by the employee's assignment or may choose to access any or all of the following benefits under the terms of the applicable collective bargaining agreement (CBA) or law. A healthcare professional's note will be required if the absence is more than five days, consistent with the CBA.
  - i. Leave for illness or emergency, with the option of requesting shared leave;
  - ii. Personal leave;
  - iii. Approved unpaid leave of absence for the 2021-22 school year; or upon receipt of complete vaccination series; and
  - iv. Unemployment benefits.
  
- d. Higher Risk Individual in the Employee's Household: Employees who themselves are not at higher risk but have someone in the household who is at higher risk of severe illness or death from COVID-19 and has a doctor note directing them to self-isolate based on a documented underlying health condition, defined by the [Center for Disease Control \(CDC\)](#) and as specified in Governor Inslee's [Proclamation 20-46.3](#) may choose to come to work at a District work site when required by the employee's assignment or may choose to access any or all of the following benefits under the terms of the applicable collective bargaining agreement (CBA) or law. A healthcare professional's note will be required if the absence is more than five days, consistent with the CBA.
  - i. Leave for illness with the option of requesting shared leave;
  - ii. Personal leave; and
  - iii. Approved unpaid leave of absence for the 2021-22 school year or upon receipt of complete vaccination series.

- e. **Employees Who Choose to Not Wear a Face Covering or Other Required PPE:** An employee whose assignment requires work at a District work site 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 do so, may choose to access any or all of the following benefits under the terms of the applicable collective bargaining agreement (CBA) or law:
    - i. Personal leave; and
    - ii. Approved unpaid leave of absence for the 2021-22 school year.
  - f. **Employees Who Otherwise Choose to Not Work at a District Work Site Due to Concern for Safety:** An employee whose assignment requires work at a District work site and who does not fit within the conditions of items 3.a-h above, may choose to access any or all of the following benefits under the terms of the applicable collective bargaining agreement (CBA) or law:
    - i. Personal leave; and
    - ii. Approved unpaid leave of absence for the 2021-22 school year.
  - g. **Concern About Workplace:** 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.
  - h. **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 agreement will be interpreted consistent with those rules and agencies. Some of the leave entitlements may require documentation from a health care provider.
3. **Evaluation:** The District shall engage in regular certificated educator evaluations for the 2021-22 school year pursuant to the CBA. If a student growth goal outcome for 2020-21 was not achieved (left blank) because of shifts in student demographics, the blank score shall not be the sole reason for a shift from focused to comprehensive evaluation.
4. **Instructional and Service Delivery Model:** Effective on the date of this MoU, the instructional and service delivery model will include five days a week, full time instruction. Student absences due to COVID-19 quarantine or isolation will be handled as pursuant to District policies. In-person employees shall not be required to provide remote and/or hybrid instruction to absent students except as described in 5(a) below, but will need to provide assignments either at the time or after the student returns and allow time for make-up pursuant to [School Board Policy 3122](#).
- a. Each certificated educator will prepare complete "emergency" assignments by the end of September, and will update assignments as the year progresses, which could be through a grade level or subject collaboration. If a whole class and/or school is quarantined, these assignments will be provided for the first day of isolation, with remote instruction occurring by the second day until the quarantine period is lifted. The employee may use the non-student day to prepare for online instruction.
5. **Safety and Discipline:** Ensuring the safety and health of students and staff shall be the District's first priority and will be based upon [Department of Health Guidelines](#). Students shall be required to follow all safety protocols.

- a. The District shall design age and culturally appropriate student expectations for safety protocols. These expectations shall be enforced equitably across the District.
  - b. The District shall provide face coverings for all students as needed. No student shall be permitted to enter any school facility unless they are wearing a face covering, except as permitted by the DOH. Students may use their own face coverings.
  - c. Students will be provided age and culturally appropriate and instruction on face-coverings, hygiene, and physical distancing within the first week of on-site school.
  - d. Students new to the District after the start of the school year will also be provided time with a counselor, nurse, or health assistant and instruction in health and safety protocols as described above.
  - e. Students who willfully and knowingly violate safety protocols may be excluded from the classroom, in accordance with the collective bargaining agreement and state law.
  - f. In the event a student willfully and knowingly violates safety protocols towards another student in a manner that may cause harm (for example, purposefully removing a mask and coughing or sneezing on another student), following investigation, the building administrator may immediately notify the parent or guardian of the affected student.
  - g. In the event a student willfully and knowingly violates safety protocols towards an employee in a manner that may cause harm (for example, purposefully removing a mask and coughing or sneezing on the employee), following investigation, the employee may be placed on paid administrative leave in consultation with the employee and building administration while being tested for COVID-19 and while awaiting the results. In the event the employee tests positive for COVID-19 after such an incident, the District shall provide paid leave pursuant to “Leaves, 3(b)” in the main body of this Memo of Understanding.
  - h. Potential student discipline for any infraction described above shall be proportionate to the age and cognitive ability of each child.
6. 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. 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.

*Tentative Agreement Reached on September 10, 2021.*

Ratified this 14th day of September, 2021.

FOR THE ASSOCIATION:

FOR THE DISTRICT:

*Original Signature on File*

Michelle Houle, CEA President

*Original Signature on File*

Doug Hood, Interim Superintendent  
on behalf of the Board of Directors