

MEMORANDUM OF UNDERSTANDING

THE PURPOSE OF THIS MEMORANDUM OF UNDERSTANDING IS TO SET FORTH THE FOLLOWING AGREEMENT(S) BETWEEN PUBLIC SCHOOL EMPLOYEES OF WASHINGTON / SEIU LOCAL 1948, DAVENPORT CHAPTER AND THE DAVENPORT SCHOOL DISTRICT #207. THIS AGREEMENT IS ENTERED INTO PUSUANT TO ARTICLE XXII, SECTION 22.3 OF THE CURRENT COLLECTIVE BARGAINING AGREEMENT.

The parties agree that:

Our model of reopening schools, including all potential hybrid learning models, will prioritize the health and safety of our students, staff and entire district-community, positive and justice-driven educational outcomes and equitable learning conditions as well as the educational and social-emotional needs of students and staff.

I. Reopening Timeline & Phases

The District shall carefully consider the recommendations provided by the Governor, OSPI, the DOH and the Lincoln County Health Department (LCHD). The District has committed to continue ongoing and regular communication with the LCHD and the PSE regarding reopening plans, phases, health and safety requirements. As noted in the document titled “Davenport School District 2020-21 Reopening Planning, Phases & Protocols”, the specific phase/schedule will be determined by Superintendent in accordance with the “Davenport School District – Return to Learning Plan Bases on Lincoln County Department of Health Guidance”. This document includes the following notation: “If case counts continue to climb, the LCHD may impose a remote only directive with very limited in-person opportunities for at-risk students.”

Regardless of the phase, some students requiring face-to-face instruction may need to be served on campus. These may be special needs students, students with 504 plans or other at-risk students.

II. Student and Staff Health Precautions

Face coverings, Health Screenings, Physical Distancing, Health & Safety Requirements, Worksite Employee Health & Safety Requirements and Key Statutory Requirements: The District has adopted the attached Reopening Plan to comply with the workplace safety and school reopening social distancing guidance provided by Labor and Industries, OSPI & DOH, utilizing staff/student discipline procedures for enforcement when necessary.

Weekly Health & Safety Meetings: The District and PSE representatives will meet on school day Fridays (or another day if mutually agreed to) to discuss protocols and/or other health and safety concerns.

III. Employees in High Risk Categories

Any employee who believes they are high risk as outlined in the July 23, 2020 letter from the superintendent to all staff are encouraged to dialogue with the superintendent regarding potential accommodations. Agreed upon accommodations will be documented in writing. The employee may be required to provide documentation of the specific issue that makes them high risk.

IV. Quarantine Due to COVID Exposure or Positive Test Results

Staff who are required to quarantine due to COVID exposure or positive test results but are unable to work remotely due to their health or district needs, shall be entitled to a leave as provided in Families First Corona Response Act or other qualifying leaves per the Collective Bargaining Agreement.

V. Work Schedules and Responsibilities

Due to the possible changes in educational models and/or significant revenue decline, the District may have to change and possibly reduce the hours of classified employees. The District may also need to make changes to responsibilities and/or assignments of classified employees and/or implement a Reduction in Force. Due to the uncertainties and uniqueness of the situation, the changes contemplated by this section shall be determined by the Superintendent in the best interest of the District.

A. Other assignments may include but are not limited to:

- Assisting with the preparation & delivering of meals
- Assisting with cleaning/disinfecting classrooms, other areas of the building and/or buses
- Other custodial services such as vacuuming, emptying trash, etc.
- Groundskeeping such as mowing, weeding, etc.
- Assisting with filing, sorting, inventory, preparing mailings, answering the phones, etc.
- Screening of students and parents/visitors
- Supervision of students in small groups or individually
- Assistance with contact tracing
- Communication with students, families, and other staff
- Additional duties agreed by both the Principal/Immediate Supervisor and employee

B. If the employee is partially reduced or temporarily furloughed (placed in temporary standby status) the employee may be eligible for unemployment/shared work and health benefits as allowed by current laws and proclamations. If an employee is terminated by layoff, benefits will not be paid by the District, but the layoff pool would still be implemented.

C. If the employee is assigned to supervise students with possible COVID symptoms in the waiting room/health room areas, that time is to be documented on the

employee's timesheet and they will receive a \$1.00 increase in their hourly rate (hazard pay) for that time.

D. If the employee is supervising students for a teacher for an extended period of time due to the District being unable to fill an absence, the employee will receive the greater of the substitute hourly rate or their hourly rate.

VI. Interpretation and Application of the MOU

This MOU shall be implemented and applied consistent with the District's Reopening Plan. Both parties acknowledge that the current situation is evolving. Thus, both parties are committed to working together with flexibility and patience.

This MOU shall be effective upon mutual written execution and will continue to be in effect through the 2020-21 school year, unless the district receives additional health orders, or OSPI directives at which time the District will reconvene with PSE, or both parties agree to open upon mutual consent.

This Memorandum of Understanding shall become effective upon mutual written execution and will continue to be in effect through August 31, 2021. If the district receives additional health orders, OSPI directives, or if both parties agree to re-open due to changes, the District will reconvene with PSE. This Memorandum of Understanding will be attached to the current Collective Bargaining Agreement.

PUBLIC SCHOOL EMPLOYEES
OF WASHINGTON / SEIU LOCAL 1948

DAVENPORT CHAPTER

BY: Theresa Telford
Theresa Telford, Chapter President

DAVENPORT SCHOOL DISTRICT #207

BY: Jim Kowalkowski
Jim Kowalkowski, Superintendent

DATE: 9/8/2020

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