

**WEST VALLEY EDUCATION ASSOCIATION
AND
WEST VALLEY SCHOOL DISTRICT
COVID IMPACT NEGOTIATIONS FOR 2021-22 SCHOOL YEAR**

**Memorandum of Agreement
Between
West Valley Education Association (Association)
And the
West Valley School District School District (District)**

Whereas the West Valley Education Association and the West Valley School District 208 share concerns regarding the safety of our staff and students, and;

Whereas COVID-19 continues to create a public health emergency and the Office of the Superintendent of Public Instruction and the State of Washington have issued requirements for the 2021-2022 school year that potentially could substantially affect the wages, hours, and working conditions of all Associations' members;

Our current model of the 2021-2022 school year includes full in-person learning for our students. However, if the situation changes requiring an adjustment in the instructional model to include remote learning or potential hybrid learning models, the West Valley School District 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 social-emotional needs of students and staff. In such, the West Valley Educational Association and the West Valley School District will meet as needed to discuss the impact and implementation of the sections of this agreement as it relates to other than full in-person learning.

I. Definitions:

- A. **Face to Face:** All students reporting to the school building daily.
- B. **Hybrid:** Students reporting to the school part-time and learning online part-time.
- C. **Remote Teaching and Learning:** Learning via online with limited, mutually agreed upon, small group face -to-face instruction for those high need students furthest from educational justice; as approved by the Yakima Health District.
- D. **Accommodations:** may include, are not limited to
 - 1. Provide options for alternative work assignments such as telework, alternative work locations, reassignment, or social distancing measures.
 - 2. Where alternative work assignments are not possible, permit a high-risk employee to use any of their accrued paid time off or elect to claim Unemployment.
 - 3. Maintain all employer-related health insurance benefits for employees already eligible for benefits until the employee is deemed eligible to return to work, even if the employee has exhausted all their own paid time off during the period of leave.

- E. **Highest Risk:** considering this is an evolving definition – the CDC, L&I and Yakima Health District definitions will be used.
- F. **Duty-Free Lunch:** Thirty minutes of continuous time without students in the classroom.

II. Reopening Timeline (if at any time the District moves to other than in person learning)

- A. Timeline reopening shall be based on Yakima Health District recommendation(s).
 - 1. The District will communicate the latest recommendations from the Yakima Health District weekly to WVEA President.
 - 2. Upon the announcement of hybrid or in-person instruction beginning, the WVEA will have two weeks to prepare for that transition.
 - 3. Upon closure of school(s) the District will announce an anticipated return date.
 - 4. The District shall continue to work with the Yakima Health District and follow parameters established by the YHD for all schools in the hybrid and face to face models.

III. Student and Staff Health Precautions

- A. **Face coverings:**
 - 1. All employees, students, and building visitors shall properly wear a cloth mask that covers the chin, mouth, and nose, while at any District facility or in any District vehicles or attending any District event, except:
 - i. those with a disability that would prevent them from wearing or removing a mask
 - ii. those with diagnosed respiratory conditions that would prevent wearing mask, or trouble breathing
 - iii. those who are deaf or hard of hearing and use facial and mouth movements as part of communication
 - iv. those advised by a medical, legal, or behavioral health professional that wearing a mask would pose a risk to that person.
 - v. those that are in their rooms alone.

Students who fall within these exceptions must provide a physician's statement verifying the condition. The District will provide employees with an up-to-date list of students who cannot wear a mask for these reasons.

- 2. The District, if requested, shall provide each newly hired employee a minimum of two (2) reusable masks, (if not provided - existing employees may request additional masks). The District shall also have an ample supply of disposable masks available for all employees and students, if needed.

3. Employees may choose to provide their own masks that meet the same standard of effectiveness as District-provided masks.
4. Face shields may not replace masks but may be used simultaneously. Anyone who cannot wear a mask for reasons outlined in III.A.1. The District may provide accommodations.
5. Employees working with students who cannot wear a mask for the reasons described in III.A.1 above shall be provided all appropriate personal protective equipment (PPE), including but not limited to medical grade respirator masks, eye protection/face shields, gloves and clothing, as described by the L&I, the DOH, and the CDC.
6. Employees working with students that are furthest from educational justice will be provided PPE according to the Yakima Health District.
7. Employees who cannot wear masks outlined in Section III.A.1, and/or cannot maintain physical distancing may be provided accommodations by the District.
8. The District shall implement procedures for requiring students to wear masks and shall follow up with disciplinary action if deemed necessary.

B. Health Screenings: All students, visitors, and staff shall follow the State Health Department's guidelines, which will be clearly posted on the entrances to each building.

C. Physical Distancing: The District shall comply with the State Health Department's regulations and guidance. Capacity for students and staff in any facility and/or classroom shall be limited by physical distancing requirements. It is understood that this may limit the number of students in a classroom or facility at any given time, and may require alternative scheduling as described in section IV.

1. Prior to the first student contact day (prior to returning from an adjusted student learning model), employees shall collaborate with administrators and custodial staff to determine the number of students that may be in a classroom or other facility while observing physical distancing. In the event the employee does not agree with this determination, the employee shall appeal the determination to the superintendent, who shall make a determination as soon as possible prior to the start of school, but no later than two (2) business days. The employee retains the right to union representation throughout this process. During this time, the classroom or facility shall not exceed the lowest capacity proposed by the employee.
2. The District will make every effort to ensure that all HVAC systems are in working condition to provide adequate air circulation and filtration.
3. The district shall provide appropriate PPE (as described in III.A.5) and training for employees who must perform tasks with students that require close contact and cannot be accomplished with physical

distancing or other safety precautions. Those teachers will be compensated at \$10 per student, per day with a maximum of \$50 per day, for the duration of this MOA.

4. **Distancing of Students:** Each employee will be responsible for establishing the appropriate distance between students in their classroom as stated in the guidance from the Health Department. The current expectation is to maintain physical distance of three feet or more between students in classroom settings to the degree possible and reasonable. The District will support the employee to keep the established distance between students. If the number of students does not meet the social distancing recommendations, employees and principal will work together to create a reasonable solution, preserving the teachers need for instructional materials.

D. **Handwashing:** The District shall comply with the State's Health Department's guidance for staff and student.

1. No employee shall be required to supervise students of the opposite gender from the employee's identified gender in bathrooms or locker rooms while handwashing.
2. Non-gendered handwashing stations and adequate quantity of hand sanitizer dispensers will be provided outside of bathroom facilities, near entries, exits, and intersections.

E. **Exposure/Close Contact to COVID-19:** Employees who are exposed (as defined and directed by the Health Department, L & I and CDC guidelines) to COVID-19 shall be notified by the District as soon as reasonably possible, but no later than the end of the contracted day.

1. If exposed and required to quarantine or be tested, employees have the right to at least 1 day, not to be deducted from sick or any accrued leave, to be tested.
2. In the event any school or facility closes because of a case of COVID-19, all other schools and facilities including buses that share students and staff will be included in the closure, disinfecting, quarantining, and contact tracing measures.
3. If the employee has a medically confirmed positive case of COVID-19 the employee will be provided up to eighty (80) hours of leave other than any other accrued leave. The District will work with each individual to access all other leave opportunities before accessing accrued leave.

F. **Removal of students and staff with COVID-19 symptoms:** Students and staff who display any COVID-19 symptoms shall be immediately removed from the classroom setting, regardless of testing status.

1. Students and staff who are removed will be assessed by the district nursing staff.

2. Classrooms and other facilities used by a student or staff member who is removed as described above shall be evacuated as soon as possible, and will be disinfected according to CDC, DOH, and OSPI guidelines.
3. Employees who were exposed to a student or staff member who was removed as described above shall be notified as soon as possible, but no later than the end of the contract day.
4. The District will create a process that will immediately and safely remove a sick student from the learning environment and accompany them to a designated, supervised area separate from any potential interaction with students and non-supervising staff.
5. The District shall provide a safe room for removed students to wait for their parents/ guardians.
 - i. This room shall be designated specifically for this purpose. No bargaining unit employee shall be required or expected to supervise students who are excluded with COVID-19 symptoms.
 - ii. In the event a parent/guardian does not, or cannot, pick up their child within two (2) hours, or cannot be reached, the District will notify the family's emergency contact.
 - iii. The District shall create a plan for each building that will prevent a sick child from returning to school on subsequent days.

G. Meetings: The District will follow the Yakima Health District, the CDC, Labor & Industry (L&I), the State of Washington or OSPI's guidance, recommendations and mandates regarding in-person meetings. At which time in-person meetings are restricted or denied, employees may opt to attend in-person meetings remotely.

H. Sanitation of facilities: The District shall provide custodial supplies to disinfect all surfaces. For example, custodial supplies shall be provided between classes and after lunches and meals to disinfect desks, computers, and other equipment within each classroom.

1. The District will sanitize all areas at least once a day. If an area is used for after hours and/or non-school activities (via the 'facility use process'), then it will be sanitized before the next school day.
2. The District may provide plexiglass partition for employee desks and work spaces upon the request of the employee.
3. The District will require all outside groups using the facilities to follow Yakima County Health District guidelines while on campus

I. Employees in highest-risk categories: The district shall request and maintain records of employees are in high-risk categories as defined by the CDC, documented by a healthcare provider, self- report no later than the first contracted workday.

The District will follow state and federal guidelines for accommodation. (On a case-by-case basis.)

- J. **Communication with students and families:** The District shall communicate with students and their families regarding health and safety expectations, including but not limited to wearing masks, physical distancing, handwashing, and health screenings. Communication(s) shall be one of the following formats, such as email, postal mail, and/or phone calls.
- K. **Employee Rights to a Safe Work Environment:** District administration agrees to provide prompt direction to employees when questions or concerns regarding staff and student safety arise due to COVID-19.
 - 1. 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 296-360-150.
 - 2. The employee has the right to union representation if there are disputes over proper resolution of the safety concern and the association has the right to be involved in the resolution of any such concerns. The employee also has the right to file a complaint with the Labor and Industries Division of Occupational Safety and Health and the district will not discriminate or retaliate against an employee who files such a complaint.

IV. Employee Assignments (if dictated by remote or hybrid learning model)

- A. **Substitute Teaching and Supervision:** No regular employee will be required to substitute for or supervise a different group of students than their assigned classroom or caseload.
- B. **Supervision:** No employee will be required to supervise recess.
- C. **Teaching Schedule:** No employee will be required to teach face-to-face and virtually simultaneously.
- D. **Transfers:** No involuntary transfers will be required during the time of an altered learning model due to COVID-19.
- E. **Hybrid Learning:** If determined by the instructional model, Wednesdays (or another agreed upon day) will be reserved for asynchronous planning with the possibility of mutually agreed upon small group face-to-face instruction.
- F. **Combination Classes:** In the adjusted learning model, the District will not combine face-to-face classes at the Elementary level.
- G. **In cases where the student is quarantined due to COVID-19:** The District shall compensate the employee, retroactive to the first (1st) day of absence to in person instruction:
 - a. Ten dollars (\$10) per student per day for an elementary in person classroom teacher. (K-5) [When group sessions are possible the employee will be compensated per group (3 or more) - \$25]

- b. Three dollars (\$3) per student per day for a secondary in person classroom teacher. (6-12) [When group sessions are possible, the employee will be compensated per group 3 or more) - \$8]
- c. The affected employee shall utilize the Overload Compensation Form (Appendix I-2) to document the performance of supplemental duties and will submit the log to their building administrator monthly for compensation. Retroactive to the first day of hybrid or face-to-face instruction. This does not apply to classrooms in quarantine.

V. Safety and Discipline: Ensuring the safety and health of students and staff shall be the district's first priority. Students shall be required to follow all safety protocols at all times.

- A. With District guidance, each building's safety and equity committees shall design age and culturally appropriate student expectations that will enable them to follow safety protocols. These expectations shall be enforced equitably across the district.
- B. No student shall be permitted to enter any school facility or vehicle unless they are wearing a mask, except as outlined in Section II.1 above.
- C. Students will be provided age and culturally appropriate instruction on face-coverings, hygiene, and physical distancing starting no later than the first day of in-person school and ongoing instruction as needed thereafter. WVSD will communicate these health and safety expectations to families prior to opening and encourage students to practice before returning to school.
- D. Students new to the district after the start of the school year, and students only on campus for certain programs/activities/athletics, will also be provided time with a counselor, nurse, or social worker for instruction on health and safety protocols as described above.
- E. Students who willfully and knowingly violate safety protocols will be excluded from the classroom immediately, in accordance with the collective bargaining agreement, state law, and/or Student Handbook.

VI. Leaves: COVID-19 presents unique health, family, disability and staffing challenges for the District and its employees. The District will help members navigate their leave options in an effort to protect their personal and sick leave. 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.

A. Events that may lead an employee to need leave:

- 1. **Employees with COVID-19/Suspected COVID-19:** Employees who have been diagnosed with COVID-19, or are experiencing symptoms of COVID-19 and are seeking a medical diagnosis, may not come to work at a District work site.
- 2. **Employees Quarantined Due to Possible Exposure to COVID-19:** Employees who have been advised by a public health agency to quarantine at home due to possible exposure to COVID-19 may not come to work at a District work site.

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 individual 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 work site.
4. **Highest Risk Employees:** Employees who are at highest risk of severe illness or death from COVID-19 as that term is defined by the Governor's proclamation may choose to come to work at a District work site.
5. **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 as that term is defined by the Governor's proclamation may choose to come to work at a District work site.
6. **Employees with Children Impacted by School Closure:** An employee who must care for the employee's child because of a school closure or unavailability of the care provider due to COVID-19 precautions may choose to come to work at a District work site.

B. Type of leave that may be available in such cases, and may access any or all of the following benefits under the terms of the applicable collective bargaining agreement (CBA) or law:

1. If the employee has a medically confirmed positive case of COVID-19 the employee will be provided up to eighty (80) hours of leave other than any other accrued leave. The District will work with each individual to access all other leave opportunities before accessing accrued leave.
2. Sick Leave;
3. Shared Leave;
4. Personal Leave;
5. Washington Paid Family Medical Leave (PFML);
6. Worker's Compensation
7. Family Medical Leave Act (unpaid leave except for continued health insurance benefits);
8. Unpaid Leave of Absence
9. Long-term Disability Benefits; and
10. Unemployment Benefits

C. **Employees Who Cannot Wear a Face Covering or Other Required PPE:** An employee whose assignment requires work at a District work site 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 health care provider and under the terms of the applicable collective bargaining agreement (CBA) or law:

1. Sick Leave;
2. Personal Leave;
3. Unpaid Leave of Absence for the 2020-21 school year; and

4. Other accommodations identified through the interactive process of the Americans with Disabilities Act (ADA) and the Washington Law Against Discrimination (WLAD).

D. **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. The Governor's order (7/30/20 Proclamation 20-46.1) regarding "higher risk employees" shall be in effect through the duration of the current state of emergency initially proclaimed in Proclamation 20-05, and the parties agree to meet on or about that date to address future guidance for such employees based on the actions or inactions of the governor. The District will make every effort to help the employee navigate these leave options.

VII. Alternative Work: (if available as dictated by remote or hybrid learning)

A. Alternative Work Assignments Provision One: When an employee's assignment requires work/services at a District work site and the employee cannot, work at a District work site, the District will attempt to accommodate these circumstances by assigning the employee to available work that can be provided remotely from home on the condition that the employee is qualified, prepared and willing to provide such services. When choosing from among multiple employees for the same available assignment, the District will prioritize employees in the following order:

1. Employees who hold the appropriate training, licensing, endorsement or other qualifications for the position;
2. Employees quarantined due to possible exposure to COVID-19;
3. Employees caring for someone with COVID-19/suspected COVID-19;
4. Higher risk employees or employees with a higher risk individual in the employee's household;
5. Employees with children impacted by school closure;
6. Employees who cannot wear a mask or other required PPE;
7. If two or more employees have equal priority under the conditions above, the District will use District seniority to make the assignment. If a remote assignment is created and assigned to an employee with the expectation that it will continue for the entire school year, the District will not be required to reassign employees previously awarded such assignments in order to accommodate remote assignments for other employees whose need for an alternative assignment arises later in the school year.

B. Alternative Work Assignments Provision Two: 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 opportunity for temporary reassignment of employees:

1. 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;

2. Such employee may only be assigned to perform work for which the employee is appropriately trained, licensed (if applicable) and prepared to perform;
3. Such assignment shall not, without the employee's agreement, exceed the hours normally assigned to such employee;
4. Such employee shall be paid the regular salary, wages and benefits the employee would receive from the employee's normal assignment;
5. Such employee's temporary assignment may not result in displacing any other employee performing services within their regular job description;
6. Such employees shall not be assigned job duties associated with job classifications with a higher rate of pay than the employee's rate of pay;
7. Such temporary assignments may, with advance notice to the Association, include a reassignment of employees (a) to work within the jurisdiction of another bargaining unit, or (b) from other bargaining units to work residing within the jurisdiction of this bargaining unit; provided, the other bargaining unit agrees to similar provisions, and further provided that union dues, if any, paid by the employee will continue to be paid to the representative of the employee's original bargaining unit;
8. The temporarily reassigned employee retains a right to return to the employee's original assignment upon resumption of normal school operations, subject to existing contract rights of the District to reduce the workforce and/or reassign employees within the same bargaining unit; and
9. This provision applies exclusively to the assignments and job duties of Association represented employees. Association represented employees will not be assigned job duties performed by job classifications in other bargaining units without the agreement of any affected bargaining unit(s).

VIII. Remote Teaching and Learning: (if available and dictated by remote or hybrid learning)

A. Worksite: All employees are expected to report to their work site daily. Those protocols will be established with building administrators.

B. Daily Work Schedule:

1. All employees will be expected to report to work daily. Those protocols will be established by the building administrators before the first contracted day and communicated to every teacher.
2. All employees will be expected to work 7 hours per day, although that may not be during the traditional work hours of 7:30-3:00pm (Secondary) or 8:30-4:00pm (Elementary) to best serve the District's students and families.

C. Technology:

1. Training will be provided by the District on all programs required by the District.
2. Google Classroom will be the instructional and communication platform to be used with students.
3. Zoom will be the communication tool for in-person remote meetings.

D. **Evaluation:** Pursuant to the information in Section VII of this agreement, the following will be permitted by the employee;

1. Access will be granted to the employee's supervisor to all Google Classrooms relevant to the employees' teaching schedule.
2. All Zoom invitations will include the employees' supervisor.

E. **Leave Unrelated to COVID-19:**

1. Employees may take leave during remote teaching.
 - a. Substitute procedures will remain the same.

Employees may rearrange their daily schedule, when it does not interfere with the whole school schedule, to have time off during the traditional work hours and exchange that time for time later the same day.

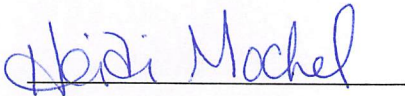
IX. Evaluations

A. All employees will be evaluated in accordance with guidance and policy as presented by the Office of Superintendent of Public Instruction.

X. Duration. This MOA shall remain in effect through the 21/22 school year or the end of the declared COVID state of emergency. In the event of other legislative or regulatory changes impacting this MOA the parties shall meet to bargain the impacts within five (5) days. All terms and conditions of the Collective Bargaining Agreement shall remain in full force and effect unless specifically modified by this MOU. This MOU will be construed consistently with any existing state and local public health guidance and if the guidance changes, the District will follow the new guidance.

Agreed to this 27TH day of SEPTEMBER, 2021

For the Association:



Heidi Mochel, President WVEA

For the District:



Dr. Peter Finch, Superintendent WVSD