

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

**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. Current Situation as of March 12, 2022 (Masking optional)

A. Face Coverings:

1. All employees, students, and building visitors shall have the option to wear appropriate face coverings (cloth masks, KN95 masks or other approved masks) without ridicule or retribution.

Sections III and IV may be re-instituted if the situation changes and dictates a change and/or a new Proclamation or requirements is/are put in place (i.e. a required mask mandate or distancing specifications).

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. Personal Health Monitoring: 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.
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.
- 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

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:

1. Ten dollars (\$10) per student per day for an elementary in person classroom teacher. (K-5)
2. Three dollars (\$3) per student per day for a secondary in person classroom teacher. (6-12)
3. 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. Leaves: COVID-19 continues to presents unique challenges for the District and its employees. The District will continue to help members navigate their leave options. The following provisions are provided by the District to assist 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.

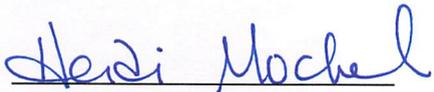
A. Events that may lead an employee to need leave:

1. Employees who have been diagnosed with COVID-19 may not come to work at a District work site.
2. 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.

XI. 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 18 day of March, 2022

For the Association:



Heidi Mochel, President WVEA

For the District:



Dr. Peter Finch, Superintendent WVSD