

**2020 COVID IMPACT NEGOTIATIONS FOR 2020-21 SCHOOL YEAR**

***\*\*\*NOTE: The Association reserves the right to raise additional issues in negotiations in regard to COVID-19 Impact***

Memorandum of Agreement Between  
Easton Education Association (EEA)

And the Easton School District School District (ESD)

Whereas the EEA and ESD have serious reservations about the safety and feasibility of opening school buildings as planned in September, and;

Whereas we are especially concerned because we know the dangers of COVID-19 disproportionately impact communities of color and people in poverty, and;

Whereas COVID-19 continues to create a public health emergency and the Office of the Superintendent of Public Instruction has issued requirements for the 2020-2021 school year that substantially affect the wages, hours, and working conditions of all Associations' members;

And whereas it is the duty of the District to provide safe and equitable learning conditions for all students and staff, which explicitly serves Black, Indigenous, and students of color, students living in poverty, students who identify as LGBTQ+, and students receiving Special Education, English Language Learner, and McKinney-Vento services, the parties agree to the following, which shall apply to all bargaining units:

**I. Reopening Timeline**

- A. Because COVID-19 cases in Kittitas County are significantly higher than in March of 2020 when schools were ordered closed due to exposure risk, school cannot safely start in September. The following plan for hybrid remote/in-person learning environments, which shall only be implemented should the following criteria be met:
  1. No new confirmed COVID-19 cases in Kittitas County for at least 14 consecutive days.
  2. No confirmed case(s) of staff and/or students in the district.
- B. The school will immediately return to distance learning until the criteria set forth in I.A are met again, or should any of the following situations arise:
  1. Confirmed case(s) of staff and/or students at school.
  2. Five (5) or more new confirmed cases collectively within 14 days anywhere in Kittitas county.
  3. Contact tracing links any confirmed case(s) to ESD staff/students, including any links as a result of athletic/extracurricular travel or events.
  4. Student and/or staff absence rate of 10% or higher.
  5. Testing results are backlogged/delayed for more than one week.
  6. Accurate, timely, transparent data on confirmed cases/testing rates is unavailable.

## **II. 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
2. The District shall provide daily disposable masks for all employees and students as 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 replace masks at the option of the employee. The District shall provide face shields in these instances.
5. Employees working with students who cannot wear a mask for the reasons described in II.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. The District shall create a process by which students not wearing masks (except those students in categories outlined in II.A.1 above) will be promptly identified, removed to a designated safe location separate from any potential interaction with students and non-supervising staff, and required to wear a mask before returning to an in-person learning environment. Administration will be responsible for any student discipline regarding face masks.

- ### **B. Health Screenings:**
- Prior to entering the school facility or vehicle, students and employees will be screened for COVID-19 symptoms and will have their temperature checked by district personnel. No student or employee will enter any school facility or vehicle if they display any COVID-19 symptoms. Health screening forms must be provided in the home language of students' families/ guardians.

1. Employees assisting with health screenings shall be provided all appropriate medical grade PPE by the District, as described by the DOH, CDC, and L&I, and training on how to safely conduct health screenings.
2. Screening shall be performed with contactless thermometers in order to maintain sterile environments.
3. No certificated employees will perform or assist with morning/arrival health screenings.
4. There will be a separate designated area for anyone not wearing a mask in accordance with section II.A.1 to wait and be screened.
5. A plan will be in place for screening students, staff, and any visitors who arrive at other times throughout the day.

C. **Physical Distancing:** Capacity for students and staff in any facility and/or classroom shall be limited by physical distancing requirements of at least six square feet between all students and staff. 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 III.

1. Prior to the first student contact day, 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. Room occupancy limits will be posted outside each door and inside each room.
2. 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.
3. Prior to the first contracted work day, the District will ensure that all HVAC systems are certified to provide adequate air circulation and filtration to prevent the spread of COVID-19 from one room or office space to another room or office space. No spaces will be utilized for in-person teaching and learning until such certification can be made. If a room or office space lacks an exterior door or window and the HVAC system is unable to localize fresh air to those locations, employee(s) assigned to that room will be provided an alternate location.

**(Physical distancing grace)**

D. **Handwashing:** The district shall provide adequate facilities and supplies for staff and student handwashing as required by CDC, DOH and OSPI's guidelines. An increase in current facilities will be considered adequate if readily accessible by all staff and

students while maintaining social distancing protocols. A two-week store of supplies will be considered adequate. ESD will make bimonthly reports of supply levels to all bargaining units as requested by their respective presidents.

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 hand sanitizer dispensers will be provided outside of bathroom facilities, especially near entries, exits, hallway intersections and outside on the playground/play fields.

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

1. Classrooms and other facilities used by a student or staff member who is excluded as described above shall be evacuated as soon as possible, and will be disinfected according to CDC, DOH, and OSPI guidelines.
2. Employees who were exposed to a student or staff member who is excluded as described above shall be notified as soon as possible, but no later than the end of the contract day.
3. 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.
4. The District shall provide a safe room for excluded 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 and provide transportation of the child to that contact's (or parent's) location.
  - iii. The District will create a plan for the building that will prevent a sick child from returning to school on subsequent days.

**F. Exposure to COVID-19:** Employees who are exposed to any student or other district employee who displays COVID-19 symptoms or who has a suspected or confirmed case of COVID-19, or who are exposed to any student or staff member who was in close contact with someone with a confirmed or suspected case of COVID-19 shall be

notified by the district as soon as reasonably possible, but no later than start of the next school day, or within twelve (12) hours if the district becomes aware before a weekend or holiday.

1. If exposed, employees have the right to at least 14 days of paid administrative leave and benefits, not to be deducted from sick or any other accrued leave to self-quarantine.
2. In the event the school and/or facility closes because of a case of COVID-19, the school and facilities including buses that share students and staff will be included in the closure, quarantining, and contact tracing measures.
3. In addition, the District will provide the following:
  - i. Access to COVID -19 testing to all employees within the 14 days prior to school starting.
  - ii. The costs of testing and reimbursement to any employee for out-of-pocket costs related to COVID-19 testing when an employee has been exposed to a student or staff member who has tested positive for COVID-19 or has a likely case of COVID-19.
  - iii. Up to 15 days full paid administrative leave and benefits for any employee who is awaiting the results of COVID-19 testing because of exposure as described above.
  - iv. Reimbursement to any employee for added or increased life insurance coverage and/or long term care/disability health insurance coverage.

**G. Meetings & Professional Development:** Meetings, including professional development, of groups of more than ten (10) people shall be provided remotely. Meetings of fewer than ten (10) people may be held in spaces where social distancing is possible, or the meeting can be held remotely. Employees may opt to attend in-person meetings remotely. On non-student contact days, no employee shall be required or expected to report to any district facility for remote staff meetings and professional development.

1. Professional development in health and safety, and new online platforms shall be provided by the District.
2. Any professional development that must occur before the school year starts must be scheduled by mutual agreement with the Association.

**H. Sanitation of facilities:** The district shall provide custodial support to disinfect all surfaces used by students in between use by different students. For example, custodial support shall be provided between classes and after lunches and meals to disinfect desks, computers, and other equipment.

1. The district shall not rent or otherwise use any school facility after hours for non-WIAA groups, sports or activities with the exception of essential childcare services.
2. Spaces holding more than ten (10) students will be sanitized between student groups. Elementary classrooms will be sanitized at least once during the school day.
3. The District will supply plastic partitions for employee desks and work spaces at the request of the employee.

I. **Employees in high-risk categories:** The district will request that employees in high-risk categories or those who live with/provide care for someone in a high-risk category as defined by the CDC, or as recommended by a healthcare provider, self-identify no later than the first contracted workday.

1. Employees do not have to provide personal health information but may be required to sign an affidavit affirming that they are in a high-risk category.
2. Employees who request remote work will have that request met. The District will make every reasonable effort (such as offering out-of-endorsement waivers for certificated staff/emergency certifications for paraeducators) to facilitate fulfillment of these requests.
3. Priority for remote teaching positions will be given to those in high-risk groups, as defined above. Positions will be offered in order of seniority.
  - i. Second priority for remote teaching positions will be given to any other employees. Positions will be offered in order of seniority.
  - ii. Each building will devise a process by which employees working remotely may schedule limited, documented access to on-site resources/their classroom when students are not present.
4. Employees assigned to different positions and those who take leave of absence will have right of first refusal to their previous position the following school year.
5. If an employee in a high risk category decides, for their own health and emotional wellbeing, to retire/resign amid the Pandemic, the District agrees to release them from their teaching contract.

J. **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 arises.

1. In the event an employee does not believe the district is following advice from the Department of Health and/or Labor and Industries to adequately protect staff or student safety, the employee shall have the right to remove themselves from

the unsafe situation and building administration will take over supervision of students until such time as the safety concern is properly addressed. The employee agrees to stay on the work site, but in a safe location, until excused by building administration or until the safety concern is addressed and adequately resolved.

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.

**III. Substitute Teaching and Supervision:** No certificated employee will substitute for or supervise a different group of students than their assigned classroom or caseload. In the event of a substitute shortage, administration/District personnel will be asked to substitute.

**IV. 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, the building's safety and equity committees (inclusive of certificated employees) 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. The District shall provide daily disposable masks for all employees and students as needed. 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. ESD 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 universal screening and 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 and state law, and until they agree to follow safety protocols.

- 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), the student in violation will immediately be subject to discipline and/or suspension as appropriate. The building administrator shall immediately notify the parent or guardian of the affected student(s). The district shall pay for COVID-19 testing for all affected students/employees in vicinity of the incident.
  - 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), the student in violation will immediately be subject to discipline and/or suspension as appropriate. The employee will be placed on paid administrative leave while being tested for COVID-19 and while awaiting the results. The district shall pay for COVID-19 testing in these instances. In the event the employee tests positive for COVID-19 after such an incident, the district shall provide paid leave for the duration of the employee's illness, and shall pay for all out-of-pocket expenses related to COVID-19 medical care.
  - H. Situations such as these will be treated with the seriousness of the worst-case harm that could arise (i.e. infection, lifelong disability, death). Student discipline for any infraction described above shall be proportionate to the age and cognitive ability of each child. If any student commits a second such infraction, they will be required to participate in a full distance learning model for the remainder of the school year.
- V. **Leave:**
- A. **COVID-19 Exposure:** Employees who are exposed to COVID-19 shall be granted full paid administrative leave while waiting for the results of related COVID-19 testing, or if ordered by a healthcare professional or district administrator to quarantine as a result of a potential exposure.
    - 1. If the source of infection is undetermined, it is assumed to have occurred at work.
    - 2. The district shall grant at least fourteen (14) additional days of paid leave and benefits for any employee who is experiencing COVID-19 symptoms, and will grant additional paid leave for any employee who has a confirmed case of COVID-19 throughout the duration of their recovery.
    - 3. A healthcare professional's note may be required, consistent with the collective bargaining agreement. It is understood that employees incapacitated by illness may not be able to provide prompt documentation.

**VI. Grievance**

This Memorandum of Agreement is fully grievable under Article X – Grievance Procedures, of the parties’ Collective Bargaining Agreement.

**VII. Evaluation**

The District shall engage in certificated educator evaluations for the 2020-21 school year as described in Appendix \_\_\_\_.

**VIII. Association Rights**

EEA will be given at least two paid hours on the first contracted workday to review the contents of this MOA with their respective members. The district shall provide access to Zoom accounts with adequate group capacity at the request of the Associations to conduct these meetings. EEA shall be granted this time at the discretion of the presidents of those bargaining units.

**IX. Duration**

This MOA shall remain in effect through the 20/21 school year or until 90 days after the end of the declared COVID state of emergency, whichever comes last. In the event new, binding guidance or legislation comes into effect during this time, such as a waiver of the 180 day rule, the parties shall meet to bargain the impacts within five (5) days. 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.

Additional Issues to be addressed:

\*Remote Learning/Continuous Learning 2.0 & Hybrid model

\*Schedule for Continuous Learning 2.0 -updated staff schedule (staff meeting may be necessary)

\*Grading and Attendance

\*Paid Professional development for teachers having to instruct and/or orient parents & adequately prepare virtual class in MobyMax and Schoology

\*CARES Act – How much did they get? How much is left? Is any of it available for PL/PD? Kits for families-would that come out of classroom budgets/CARES Act \$?