

**HIGHLAND EA/HIGHLAND SCHOOL DISTRICT  
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***

***HIGHLAND EA***

***Proposal #1 8-6-2020***

**Memorandum of Agreement**

**Between**

**Highland Education Association (Association)**

**And the**

**Highland School District School District (District)**

Whereas the Highland Education Association has serious reservations about the safety and feasibility of opening school buildings in August 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' bargaining unit members;

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 social-emotional needs of students and staff.

**I. Reopening Timeline**

A. Because COVID-19 cases in Yakima County are significantly higher than in March of 2020 when schools were ordered closed due to exposure risk, school cannot safely start in August. The following plan for hybrid remote/in-person learning environments, which shall only be implemented should the following criteria be met:

1. Less than 25 COVID-19 cases per 100,000 in Yakima County for at least 14 consecutive days.
2. No confirmed active case(s) of staff and/or students in Highland School District.
3. The District must follow all guidance from the Yakima Health District prior to any decision to open schools for in-person instruction.

B. All schools will immediately return to distance learning for at least 1 week and until the criteria set forth in I.A are met again, should any of the following situations arise:

1. Confirmed case(s) of staff and/or students at any school in the District.

2. 25 or more new confirmed cases per 100,000 within 14 days anywhere in Yakima County.
3. Contact tracing links any confirmed case(s) to District staff/students, including any links as a result of athletic/extracurricular travel or events.
4. Student absence rate of 25% or higher in a school building and/or District-wide.
5. If accurate, timely (1 week), transparent data on confirmed cases/testing rates is unavailable, the District will return to remote learning as a precaution.

**II. Remote instruction during closures/hybrid model:** The District shall provide the Association with its plan for remote instruction (Continuous Learning 2.0) no later than two weeks prior to the first contracted workday of the 2020-21 school year. The Association and the District will collaborate to ensure that the Continuous Learning 2.0 plan prioritizes the needs of traditionally marginalized students first, and the Association may demand to bargain over impacts to members' wages, hours, and working conditions, as well as Association concerns regarding the equity of the plan's impacts on these students.

1. While the District is operating in a remote learning model, employees will have the option and sole discretion regarding accessing their classrooms as needed to provide assigned instructional and work duties, following all guidelines required by L&I, DOH and CDC.
2. The employee's workday will comply with the Collective Bargaining Agreement.
3. The District will mail all District/building communications and documents that would typically be placed in their school mailbox to each employee's home unless the employee elects to pick them up at school.
4. The District will provide support for making copies and mailing assigned work to students as needed.

### **III. Student and Staff Health Precautions**

#### **A. Face coverings:**

1. All employees, students, and building visitors shall properly wear a mask or face shield 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.

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 shall have an ample supply of disposable masks available 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 are considered a safe alternative to masks as long as they cover the entire face without touching or hiding the mouth. Anyone who cannot wear a mask for reasons outlined in II.A.1 above but can wear a face shield must do so. The District shall provide face shields in these instances.
5. Employees working with students who cannot wear a mask or face shield 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. Students who cannot wear a mask or face shield and/or cannot maintain physical distancing shall receive remote instruction, as described in Section II and III.
7. Employees who cannot wear a mask or face shield and/or cannot maintain physical distancing shall deliver remote instruction, as described in Section II and III. Employees do not have to provide personal health information but may be required to sign an affidavit affirming that they cannot wear a mask or face shield.
8. The District shall create a process by which students not wearing masks (except those students in categories outlined in III.A.1 above) will be promptly identified, removed by an administrator 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 any 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.

1. Screening shall be performed with contactless thermometers in order to maintain sterile environments.
2. No certificated employees will perform or assist with morning/ arrival health screenings.

3. Classified employees who assist with morning/arrival health screenings shall not be assigned students for at least twenty (20) minutes after the health screenings end to allow time for decontamination.
4. There will be a separate designated area for anyone not wearing a mask in accordance with section III.A.1 to wait and be screened.
5. Each building will have a plan 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 a six foot radius 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.

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 workday, 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. HVAC filters will be replaced according to the manufacturer's recommendation. 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 or a portable air purifier, at the employee's discretion.
4. The District shall provide appropriate PPE (as described in III.A.5) and training for employees who must perform tasks that cannot be accomplished with physical distancing, such as diapering, student restraint, lifting students, assisting with toileting. Employees who perform these tasks shall receive a monthly stipend of two hundred dollars (\$200.00) as hazard pay.

**D. Handwashing:** The District shall provide adequate facilities and supplies for staff and student handwashing as required by 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. The District will provide a handwashing station

and/or hand sanitizer (with an alcohol base of at least 80%) in each classroom and workstation.

1. The District will ensure that handwashing/sanitizing supplies are monitored and replaced throughout the student day. A two-week store of supplies will be considered adequate.
2. Non-gendered handwashing stations and hand sanitizer dispensers will be provided outside of bathroom facilities, especially near entries, exits, and intersections.

**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 and 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 an administrator will 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. The District will create a plan for each building that will prevent a sick child from returning to school on subsequent days until a negative COVID-19 test report is provided to the District.

**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 the end of the contracted day, or within twelve (12) hours if the District becomes aware during a weekend or holiday.

1. If exposed, employees have the right to at least 1 day, not to be deducted from sick or any other accrued leave, to be tested and shall self-quarantine for 14 days and will shift to remote teaching, as able, during quarantine.

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. In addition, the District will provide the following:
  - i. Access to COVID -19 testing to all employees within the 14 days prior to in-person school starting.
  - ii. 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.

G. **Meetings:** Meetings, including professional development, of groups of more than eight (8) people shall be provided remotely. Meetings of fewer than eight (8) 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.

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. Elementary classrooms will be sanitized at least once during the school day.
3. The District shall provide plastic partitions for employee desks and work spaces at the request of the employee.
4. The 21<sup>st</sup> Century after school program will follow all protocols for safety, sanitation, and social distancing set forth in this document, including the monitoring of safety precautions being followed by staff and students.

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 in-person student school day.

1. Employees do not have to provide personal health information but may be required to sign a District provided affidavit affirming that they are in a high-risk category.

2. Such 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) 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.

**J. Employees with Children Impacted by School/Child Care 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 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:

1. Alternative assignment for work/services which may be provided from home, if available
2. The District will seek community partners to provide child-care options to employees.

**K. Front Office Areas/Common Work Areas:** Office staff and other staff who normally have regular contact with parents and members of the public shall be provided with plexi-glass or plastic guards in their workspaces. No parent or member of the public may enter any building without properly wearing a mask. In office areas, teacher's lounge, work rooms and copy rooms where students/visitors may enter, they will be directed to stand on tape or other markings placed on the floor no less than six feet apart. If the number of visitors exceeds the number of markers, overflow will follow signage to wait outside with other 6-foot distancing markers. In teacher's lounges, work rooms and copy rooms, a sanitation station shall be stocked with disinfectant, towels/wipes, gloves, and a handwashing station and/or hand sanitizer (with an alcohol base of at least 80%).

**L. Communication with students and families:** Students and their families will receive regular communication from the building and/or District regarding health and safety expectations, including but not limited to wearing masks, physical distancing, handwashing, and health screenings. This communication must be provided in the home languages of students' families/ guardians, and must be provided in multiple

formats, such as email, postal mail, visuals/infographics, and phone calls. This communication shall be the responsibility of building or District administrators or their administrative designees.

**M. Supervision for compliance:** The District shall designate a supervisor for each building to oversee employee health and safety as their primary duty. This supervisor shall actively monitor staff compliance with social distancing protocols and other safety precautions and report concerns to both the District and the appropriate bargaining group.

1. Prior to any employees' first in-person workday, employees shall be notified of the name and contact information of this supervisor. No bargaining unit member shall act as such a supervisor.
2. These supervisors or their designees shall also be responsible for monitoring coach/advisor and student compliance for athletics/extracurricular activities.
3. These supervisors shall meet at least twice per month to review new official guidelines, COVID-19 research, and safety measures and adjust District protocol as appropriate.

**N. 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. Employee Assignments**

**Substitute Teaching and Supervision:** No regular 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. The District safety committee 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 masks and/or face shields 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 III.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. The District 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 in-person school year, and students only on campus for certain programs/activities/athletics, will also be provided time with an administrator or designee 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 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**

COVID-19 Exposure: Employees who are exposed to COVID-19, or if ordered by a healthcare professional or District administrator to quarantine, have the right to at least 1 day, not to be deducted from sick or any other accrued leave, to be tested. The affected employee shall self-quarantine for 14 days and will shift to remote teaching, as able, during quarantine.

1. If the source of infection is undetermined, it is assumed to have occurred at work.
2. The District shall grant a minimum of fourteen (14) additional days of paid leave and benefits for any employee who tests positive for COVID-19, and will grant additional paid leave as needed 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. Evaluations**

For the duration of this MOA, all employees will be considered at least Proficient or the equivalent.

**VII. Grievances**

This Memorandum of Agreement is fully grievable under Article IX – Grievance Procedure, of the parties' Collective Bargaining Agreement.

**VIII. Association Rights**

The Association will be given at least one hour on the first contracted workday to review the contents of this MOA with their respective members. The Association will also be granted one hour during the contracted workday prior to the first in-person contract day to meet with Association members.

**IX. Duration**

This MOA shall remain in effect through the 2020-21 school year or until 90 days after the end of the declared COVID state of emergency, whichever comes first. In the event new, binding guidance or legislation comes into effect during this time the parties shall meet to bargain the impacts within five (5) days.