

**MABTON EA/ MABTON SCHOOL DISTRICT  
2020 COVID IMPACT NEGOTIATIONS FOR 2020-21 SCHOOL YEAR**

***Mabton EA Proposal #1***

***08/05/2020***

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

Whereas the Mabton 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 Association 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. No new confirmed COVID-19 cases in Yakima County for at least 14 consecutive days.
2. No confirmed case(s) of staff and/or students in Mabton School District.

B. All schools 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 any school in the district.
2. Five (5) or more new confirmed cases collectively 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 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.

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 provide each employee a minimum of ten (10) cloth masks. Each student will be provided a clean mask each school day. The District shall also 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 may not replace masks but may be used simultaneously. 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 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 masks and/or cannot maintain physical distancing shall receive remote instruction, as described in Section II and III.
7. Employees who cannot wear masks and/or cannot maintain physical distancing shall deliver remote instruction, as described in Section II and III.
8. 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.

9. 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 by an administrator to a designated safe location separate from any potential interaction with students and 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 trained District personnel. No student or employee will enter any school facility or vehicle if they display any COVID-19 symptoms.

1. Temperature checks 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. Employees who assist with morning/arrival health screenings shall not be assigned students or enter a classroom 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 II.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 six radial 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 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. No spaces will be utilized for in-person teaching and learning until such certification can be made. If a room or office space lacks a functional 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.

4. The District shall provide appropriate PPE (as described in II.A.5) and training for employees who must perform tasks that cannot be accomplished with physical distancing, such as diapering, lifting students who are not ambulatory, feeding students who need assistance. Time spent on these tasks shall be compensated at double the employee's hourly per diem rate.

**D. Handwashing:** The District shall provide adequate facilities and supplies for staff and student handwashing as required by OSPI's guidelines. The District will provide a handwashing station and/or hand sanitizer (with an alcohol base of at least 80%) in each classroom and workstation. 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 ensure that handwashing/sanitizing supplies are monitored and replaced throughout the student day.

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, 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 immediately and will be disinfected according to CDC, DOH, and OSPI guidelines.
2. Employees who were exposed (in the same classroom or facility used) by 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 contracted day.
3. The District will create a process that an administrator 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 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 each building that will prevent a sick child from returning to school on subsequent days. A student will not be allowed to return to school until they can provide a negative COVID -19 test report.

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 immediately, but no later than the end of the contracted day. If the District becomes aware of a confirmed or suspected case of COVID-19 after a school day, or during a weekend or holiday they shall inform employees immediately.

1. If exposed, employees have the right to at least 14 days of paid leave, not to be deducted from sick or any other accrued leave to self-quarantine. "Exposed" shall mean in the same classroom or facility used by a student or staff member with a confirmed or suspected case of COVID-19.
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, 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. Access to free testing on a weekly basis via a mobile testing center at each school site.
  - iii. 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.
  - iv. Up to 15 days paid release time for any employee who is awaiting the results of COVID-19 testing because of exposure as described above.

G. **Meetings:** Meetings, including professional development, of groups of more than three (3) people shall be provided remotely. Meetings of fewer than three (3) 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. Extra-curricular school sponsored clubs and groups 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.
3. Employee work spaces and classrooms will be sanitized by custodial staff between student groups. In addition, all classrooms and work spaces shall be thoroughly cleaned after each school day.
4. The District shall provide 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) 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 radial 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 Association.

1. Prior to any employees' first 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 every 2 weeks 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 required 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, each building's 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 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. 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 school year, and students only on campus for certain programs/activities/athletics, will also be provided time with an administrator 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. Building administrators will ensure that students agree to follow safety protocols before they will be allowed to return to the classroom.
- 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 release time 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 release time 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 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. 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 two paid hours on the first contracted workday to review the contents of this MOA with their respective members. The Association will be granted two additional paid hours prior to the first in-person school day.

**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.