

**WEST VALLEY EDUCATION ASSOCIATION
AND
WEST VALLEY SCHOOL DISTRICT
2020 COVID IMPACT NEGOTIATIONS FOR 2020-21 SCHOOL YEAR
(Revised: February 23, 2021)**

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AND
WEST VALLEY 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*

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

Whereas the West Valley Education Association has 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;

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. 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

- 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. (Except for in the circumstance B1 below.)
 - 3. Upon closure of school(s) the District will announce an anticipated return date.

- B. High School Reopening Timeline
 - 1. The District and WVEA agree to reopen the High School when the South-Central region is moved into Phase 2 or a recommendation is made by the Yakima Health District, whichever comes first. The High School will resume at least 5 school days after the announcement and all students shall have access to an equal number of face-to-face days.
 - 2. The WV Board of Directors must approve this timeline before it is implemented.
 - 3. The District shall establish a full time Contact Tracing Nurse (in addition to the current high school nurse) dedicated to contract tracing, contacting families, and communicating with the Yakima Health District. This person shall report to the high school nurse.
 - 4. The District shall continue to work with the Yakima Health Districts and follow parameters established by the YHD for all schools in 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 shall provide each employee a minimum of two (2) reusable 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, 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 inspected by an outside agency, not the District, 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 remote or in-person teaching and learning until such inspection can be made.
4. 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. Teachers will be compensated at \$10 per student, per day with a maximum of \$50 per day, while the district is in a remote and/or hybrid model of instruction.
5. **Six-Foot Distancing of Students:** Each employee will be responsible for establishing a six-foot distance between students-in their classroom. The District will support the employee to keep six-foot distance between students. If the number of students does not meet the social distancing recommendations, employee 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 an adequate quantity of hand sanitizer dispensers will be provided outside of bathroom facilities, near entries, exits, and intersections.

E. **Exposure to COVID-19:** Employees who are exposed (per 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, 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, or take available leave (refer to IX. Leaves).
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. 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.

- F. **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.
 - iii. The District shall create a plan for each building that will prevent a sick child from returning to school on subsequent days.
- G. **Close Contact to COVID-19:** Employees who have close contact with any student or other district employee who displays COVID-19 symptoms, has confirmed case of COVID-19, or who have been in close contact with someone with a confirmed 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 employee has close contact to a confirmed case of COVID-19, employees have the right to work from home up to fourteen (14) days to self-quarantine as per a doctor's order. If employees contracts COVID-19, employees have the right to up to fourteen (14) days of paid leave and benefits, not to be deducted from sick or any other accrued leave to self-quarantine.
 2. In addition, the District will provide the following:
 - i. Reimbursement to any employee for out-of-pocket costs for the COVID-19 testing when an employee has been in close contact to a student or staff member who has tested positive for COVID-19.

- H. **Meetings:** Meetings, including professional development shall be provided remotely while Yakima County remains in a modified Phase 1. In-person meetings may be offered as Yakima County reaches different phases of Washington state's re-opening plan. 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.

- I. **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. The requests for supplies will be promptly met by the District. Face-to-face instruction will not resume until a comprehensive enhanced cleaning plan is established and implemented.
 - 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, then it will be sanitized, maybe again, 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

- J. **Employees in highest-risk categories:** The district shall request that employees 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.)

- K. **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.

- L. **Supervision for compliance:** The District shall designate a building monitor for each building to oversee employee health and safety as their primary duty. This building monitor shall actively ensure 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 workday, employees shall be notified of the name and contact information of this building monitor. No bargaining unit member shall act as such a building monitor.
 - 2. These building monitors shall meet on a regular basis or when events warrant, to review new official guidelines, COVID-19 research, and safety measures and adjust District protocol as appropriate.

M. 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

- 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 duration of this MOA.
- E. **Hybrid Planning:** Wednesdays will be reserved for asynchronous planning with the possibility of mutually agreed upon small group face-to-face instruction.
- F. **Combination Classes:** The District will not allow principals to combine (face-to-face) classes at the elementary level during the duration of this MOA.
- G. **Secondary Level Face-to-Face Teacher(s)**
 - i. The District will make every effort to maintain the schedule established prior to the end of the 2019-2020 school year. Teachers who teach an additional class, outside of their published Spring 2020 schedule, will be compensated a 3% stipend of employees' base salary. The stipend will be paid in equal payments over the balance of the 2020-2021 contract.
 - ii. A teacher who teaches more than one remote course within a period, per semester shall receive a 3% stipend, per extra class. The stipend will be paid in equal payments over the balance of the 2020-2021 contract.
- H. **Secondary Level Teacher(s) Opting to Teach Remote Only**
 - i. The District will make every effort to maintain the schedule established prior to the end of the 2019-2020 school year. However, if the student declarations dictate less than a 1.0 FTE subject area teacher, the District shall have flexibility to schedule classes to fulfill remote teacher's schedule.
 - ii. A teacher who teaches more than one remote course within a period, per semester shall receive a 3% stipend, per extra class. The stipend will be paid in equal payments over the balance of the 2020-2021 contract.

- I. In cases where a 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:
 - Ten dollars (\$10) per student per day for an elementary in person classroom teacher. (K-4)
 - Three dollars (\$3) per student per day for a secondary in person classroom teacher. (5-12)

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. 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 and may access any or all of the following benefits under the terms of the applicable collective bargaining agreement (CBA) or law:

1. Emergency Paid Sick Leave (EPSL) under the federal Families First Coronavirus Response Act (FFCRA) (As long as the EPSL and/or FFCRA are

in effect), with supplementation up to the employee's regular daily salary if the employee's salary exceeds the statutory EPSL cap (\$511/day) by other paid leaves identified below;

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

B. 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 and may have access any or all of the following benefits under the terms of the applicable collective bargaining agreement (CBA) or law:

- i. EPSL with supplementation up to the employee's regular daily salary if the employee's salary exceeds the statutory EPSL cap (\$511/day) by (a) paid administrative leave if the quarantine was due to reported exposure at a District work site; or (b) other paid leaves identified below if the quarantine was due to reported exposure elsewhere;
- ii. Paid administrative leave if the employee has exhausted EPSL, an alternative work assignment for work/services provided at home is unavailable, and the quarantine was due to confirmed exposure at a District work site;
- iii. Sick Leave;
- iv. Personal Leave;
- v. Worker's Compensation
- vi. Unpaid Leave of Absence for the period of the quarantine; and
- vii. Unemployment Benefits.

C. 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 and may have access any or all of the following benefits under the terms of the applicable collective bargaining agreement (CBA) or law:

- i. EPSL with supplementation up to the employee's regular daily salary if the employee's salary exceeds the statutory EPSL cap (\$200/day) by other paid leaves identified below;
- ii. Sick Leave;

- iii. Shared Leave;
- iv. Personal Leave;
- v. Washington Paid Family Medical Leave (PFML);
- vi. Family Medical Leave Act (unpaid leave except for continued health insurance benefits);
- vii. Unpaid Leave of Absence for the period of time the employee is unable to come to work at a District work site; and
- viii. Unemployment Benefits.

D. 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 when required by the employee’s assignment or may have access to any or all of the following benefits under the terms of the applicable collective bargaining agreement (CBA) or law:

- i. EPSL with supplementation up to the employee’s regular daily salary if the employee’s salary exceeds the statutory EPSL cap (\$511/day) by other paid leaves identified below;
- ii. Sick Leave;
- iii. Personal Leave;
- iv. Unpaid Leave of Absence for the 2020-21 school year; and
- v. Unemployment benefits.

E. 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 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:

- i. EPSL with supplementation up to the employee’s regular daily salary if the employee’s salary exceeds the statutory EPSL cap (\$200/day) by other paid leaves identified below;
- ii. Sick Leave;
- iii. Personal leave; and
- iv. Leave of Absence for the 2020-21 school year.

F. 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 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:

- i. EPSL with possible supplementation up to the employee's regular daily salary if the employee's salary exceeds the statutory EPSL cap (\$200/day) by other paid leaves identified below;
- ii. Emergency Family and Medical Leave (EFML) under the FFCRA (partially unpaid, and partially paid at 2/3 regular wages up to a maximum of \$200/day) with possible supplementation up to the employee's regular daily salary by other paid leaves identified below;
- iii. Sick Leave;
- iv. Personal Leave; and
- v. Unpaid Leave of Absence for the 2020-21 school year.

G. 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:

- i. Sick Leave;
- ii. Personal Leave;
- iii. Unpaid Leave of Absence for the 2020-21 school year; and
- iv. Other accommodations identified through the interactive process of the Americans with Disabilities Act (ADA) and the Washington Law Against Discrimination (WLAD).

VII. Alternative Work:

A. 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).

1. **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 leave entitlements within the FFCRA (both EPSLA and EFMLA) currently expire December 31, 2020, and the parties agree to meet prior to that date to reconsider whether the leave entitlements above will be amended. 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.

VII. Remote Teaching and 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:**
- i. 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.
 - ii. 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:**
- i. Training will be provided by the District on all programs required by the District.
 - ii. Google Classroom will be the instructional and communication platform to be used with students.
 - iii. 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;
- i. Access will be granted to the employee’s supervisor to all Google Classrooms relevant to the employees’ teaching schedule.
 - ii. All Zoom invitations will include the employees’ supervisor.
- E. **Leave Unrelated to COVID-19:**
- i. 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.

- F. **Remote Teaching during Hybrid or Face-to-Face:** With the understanding that some students will opt to continue with remote learning when the District enters Hybrid or Face-to-Face teaching, and that no teacher will be required to teach remotely and face-to-face simultaneously, the District will open online teaching assignments to provide instruction to remote learners, at the secondary schools.
- i. Teachers may apply to teach remote students during their plan or after the contracted day, as it fits the schedule established by the building.
 - ii. Hiring for these positions will follow the procedure set forth and will depend on enrollment needs.
 - a) Experience in teaching that class at that level
 - b) Experience in the subject area
 - c) Certified in the subject area

- iii. Of those that apply, preference will be given to in-building applicants, then to in-district applicants.
 - iv. If candidates are equally qualified then seniority will determine the assignment.
- G. Secondary Level Teacher(s) Opting to Teach Face-to-Face and Remote Simultaneously:**
 The District and Association understand secondary level teachers opting to teach face-to-face and remote simultaneously due to the limited offerings of that class. Teachers performing duties within the scope of their assignment, shall retain all protections covered under Article III, Section 6 – Employee Protection of the collective bargaining agreement between the West Valley Education Association and West Valley School District No. 208.
- i. The District will create and require all parties involved to sign a waiver that will provide additional protection to the employee.

- H. Transition from Hybrid or Face-to-Face to Remote Teaching:** The District will notify staff and students in the event the Yakima Health District decides the district or specific school(s) revert to remote teaching and learning.
- i. Teachers will retain their current assigned students during short term (less than the balance of the year) as they revert to remote teaching and learning.
 - ii. If we revert to remote teaching and learning for the remainder of the 2020-2021 school year, elementary students will return to their Fall 2020 teacher. Secondary students will remain with their current teachers in the remote schedule established for the academic year of 2020-2021.

IX. Evaluations

- A. For the duration of this MOA, all employees will be evaluated consistent with Bulletin No. 063-20 EDUCATOR GROWTH AND DEVELOPMENT as published on August 7, 2020 by the Office of Superintendent of Public Instruction.
- Specifically,
- 1. Teachers scheduled to be on Focused evaluation remain on Focused evaluation.
 - 2. Teachers scheduled to be on Comprehensive evaluation will choose two (2) criteria to be evaluated.
 - 3. Recognizing that the opportunities for providing/substantiating evidence in the usual ways may be restricted, and that with this, the absence of evidence for an indicator or component should not be cause for lowering a score.
- B. In accordance with A.2, above, since no employee will be comprehensively evaluated, no employee shall be put on probation. Plans of Improvement can be developed for any employee with an overall Basic or Unsatisfactory score.

X. Association Rights***

The Association will be provided two hours within 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 Association to conduct these meetings.

XI. Duration

This MOA shall remain in effect through the 20/21 school year or 30 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) business days.

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



Approved via email to T. Cox, March 24, 2021
District



Approved via email to T. Cox, February 26, 2021
Association President