

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

All safety guidelines in this document are subject to change as the science/public health guidance from state and local health authorities change.

Whereas the Granger Education Association has serious reservations about the safety and feasibility of opening school buildings as planned 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 impact student instructional offerings and access to instruction, as well as 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. 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, the District has determined that in-person classes for all students cannot safely start on the first scheduled day of instruction. The District will follow the guidelines of state and local health officials in determining when and how to reopen schools, including the "Decision Tree" published by the state Department of Health.

II. Student and Staff Health Precautions

A. Face coverings:

1. As set forth in OSPI guidelines for reopening schools, 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 or staff who fall within these exceptions must provide a physician's statement verifying the condition. The District will provide employees, who are responsible for enforcing safety rules, with an up-to-date list of students who cannot wear a mask for these reasons.

2. The District shall provide each employee cloth masks or the equivalent. The District shall also have a 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 replace masks in limited circumstances when an employee has a documented inability to wear a mask or when otherwise consistent with state guidelines. See Washington State Department of Labor and Industries – Current Guidance. 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, or offer an alternative assignment if a face shield is not available.
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), as described by state guidelines. See "Which Mask for Which Task," which contains the guidelines in effect as of the date of this MOU.
6. Students who cannot wear masks and/or cannot maintain physical distancing shall receive remote instruction, as described in Section II and III, or may be served by staff who are provided appropriate PPE as described in Paragraph 5, above.
7. During the initial remote instruction phase, employees who cannot wear masks due to a documented medical reason, and whose assignments do not allow distancing of at least six feet from students shall be offered the opportunity to deliver remote instruction. As students are called back for in-person instruction, this provision may no longer apply. The District and Association will remain in discussion regarding the application of this provision to such employees and the feasibility of alternate assignments.
8. It is the strong preference of the District that teachers deliver all of their lessons from the most professional and engaging setting for our students. The District believes the most professional and engaging setting is for lessons to be

delivered from the teacher's classroom. When we follow all safety protocols, it is safe to do so as allowed by the Yakima Health District.

Employees who are working remotely will have access to their classrooms to provide assigned instruction and work duties, following all guidelines required by L&I, DOH and CDC. Employees providing remote instruction may also choose to work from home provided they notify their principal of their work schedule and that the conditions below continue to be met.

When working off-site the following conditions must be followed:

- Communication with administration regarding any changes of location or schedule
- Staff member must be available during instructional hours
- Student schedules must be met. This includes all scheduled planning for asynchronous instruction, synchronous student contact, and weekly student check-ins
- Accurate student attendance taken daily
- Regular and timely feedback and grading of student progress
- Leave will be taken if schedule cannot be met
- Administration oversight of off-site conditions, including sitting in on remote sessions
- Professional content such as:
 - Work attire
 - Work environment (desk/table/noise)
 - Work background (virtual or appropriate setting)
 - Behaviors (meals/snacking)

9. The District shall require all students (except those students in categories outlined in II.A.1 above) to wear masks. All employees will be responsible for enforcing expectations regarding face masks. If a student fails to comply, the student may be subject to exclusion as provided in state law and agency guidance.
10. Compensation – All employees who document additional time spent beyond the regular contracted day during August 21-25 will receive two hours of compensation for setting up conferences during family orientation.

B. Health Screenings: The District will screen employees and students for COVID symptoms in the manner provided in OSPI and DOH guidelines. See OSPI document: [Reopening Washington Schools 2020](#).

- C. **Physical Distancing:** Capacity for students and staff in any facility and/or classroom shall be limited according to state guidelines, which currently require physical distancing of at least six 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. Room occupancy limits will be consistent with DOH and OSPI guidelines and will be posted outside each door and inside each room.
 2. As soon as feasible, the District will ensure that all HVAC systems are inspected 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.
- D. **Handwashing:** The district shall continue to provide adequate facilities and supplies for staff and student handwashing as required by OSPI's guidelines. Additional hand sanitizer dispensers will be installed to ensure hand sanitization is readily available.
- 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, consistent with OSPI, CDC, and DOH guidelines.
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 in close contact with a student or staff member who is excluded as described above shall be notified as soon as possible, and every reasonable effort will be made to notify employees by 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 an isolation room for excluded students to wait for their parents/ guardians.
 - i. This room shall be designated specifically for this purpose. Employees who supervise this room will be provided training from a certificated nurse and appropriate PPE.
 - ii. In the event a parent/guardian does not, or cannot, pick up their child in a timely manner, or cannot be reached, the District will make reasonable efforts including but not limited to contacting the family's emergency contact.

- iii. The District will create a plan for each building that will prevent a sick child from returning to school for the period of time recommended by state and local guidelines.

F. **Meetings:** Staff shall have the option of attending meetings, including professional development, remotely. Staff who choose to attend PLCs, etc. in person shall follow all social distancing guidelines including maintaining six feet of distance and wearing facial coverings.

G. **Sanitation of facilities:** The District shall provide custodial support to disinfect all surfaces used by students.

1. Until public health guidelines allow it, the district will 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 daily.

III. High-Risk Employees: Employees who are at high risk of severe illness or death from COVID-19 as that term is defined by the CDC and the Governor's proclamation(s) 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. Alternative assignment for work/services shall be available to these employees during remote instruction to the maximum extent feasible and will continue to be available upon return to in-person instruction subject to availability of positions;
- ii. Federal Emergency Paid Sick Leave (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;
- iii. Contractual sick leave;
- iv. Personal leave;
- v. Unpaid leave of absence for the 2020-21 school year; and
- vi. Unemployment benefits.

Documentation of high-risk status: No documentation will be required for an employee who is "high-risk" as a result of being age 65 or older. For employees who have a health condition that falls within the "at increased risk" category, as defined by the Centers for Disease Control, no documentation will be required except for documentation of the underlying condition (e.g. an employee who is a high risk as a result of Type II diabetes mellitus need only present documentation of that diagnosis and does not need to present a doctor's statement indicating that the condition places them at higher risk). Employees with a condition that falls within the list of conditions the CDC indicates "might be at an increased risk for severe illness from COVID-19"

must submit a doctor's statement indicating that the employee has one of these conditions as identified by the CDC and that it places the employee at increased risk for severe illness from COVID 19.

IV. High 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 CDC and 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. Alternative assignment for work/services shall be available to these employees during remote instruction to the maximum extent feasible and will continue to be available upon return to in-person instruction subject to availability of positions. Alternative assignment for work/services which may be provided from home, if available;
- ii. EPSL, if applicable, with supplementation up to the employee's regular daily salary if the employee's salary exceeds the statutory EPSL cap by other paid leaves identified below;
- iii. Contractual sick leave;
- iv. Personal leave; and
- v. leave of absence for the 2020-21 school year.

H. 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.

I. Supervision for compliance: The District shall designate a COVID lead for each building to oversee employee health and safety. This supervisor shall actively monitor staff compliance with social distancing protocols and other safety precautions and report concerns to appropriate District personnel.

1. Employees shall be notified of the name and contact information of this supervisor. No bargaining unit member shall act as such a supervisor.

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. 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 follow the complaint procedures set forth in WAC 392-360-150.

V. Employee Assignments

- a. **Substitute Teaching and Supervision:** Employees who cover for other employees due to a lack of substitutes will receive all remedies as set forth in Article VI, Section 6 of the CBA. Teachers will have an emergency sub plan prepared for one (1) day of independent student activities.
- b. **Employee Work Duties:** To the extent any assignment required as a result of the District's revised model requires additional duties of an employee, the District will meet with the employee and Association upon request to ensure an equitable and workable workload is maintained.

VI. Safety and Discipline: Ensuring the safety and health of students and staff shall be the district's first priority. Students and staff shall be required to follow all safety protocols at all times.

- a. With District guidance, each building's safety 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. 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. GSD will communicate these health and safety expectations to families prior to opening and encourage students to practice before returning to school.
- d. Students who willfully and knowingly violate safety protocols and who do not respond to appropriate re-direction / interventions, shall be subject to exclusion from the classroom, in accordance with the collective bargaining agreement and state law, and until they agree to follow safety protocols.

VII. Leave

- a. **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 access any or all of the following benefits under the terms of the applicable collective bargaining agreement (CBA) or law:
 - i. Alternative assignment for work/services which may be provided from home, if available;
 - ii. 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;

- iii. 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 reported exposure at a District work site;
- iv. Contractual sick leave;
- v. Personal leave;
- vi. Worker's compensation (Under certain circumstances, claims from health care providers and first responders involving COVID-19 may be allowed. Other claims that meet certain criteria for exposure will be considered on a case-by-case basis.)
- vii. Unpaid leave of absence for the period of the quarantine; and
- viii. Unemployment benefits.

Employees in this situation will obtain a COVID test at the earliest available opportunity and return to work earlier if they receive a negative result prior to the expiration of the quarantine period.

- b. **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:
 - i. Alternative assignment for work/services which may be provided from home, if available and if the employee is well enough and chooses to work remotely;
 - ii. Emergency Paid Sick Leave (EPSL) under the federal Families First Coronavirus Response Act (FFCRA), 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;
 - iii. Contractual sick leave;
 - iv. Shared leave;
 - v. Personal leave;
 - vi. Washington Paid Family Medical Leave (PFML);
 - vii. Worker's compensation (Under certain circumstances, claims from health care providers and first responders involving COVID-19 may be allowed. Other claims that meet certain criteria for exposure will be considered on a case-by-case basis.)
 - viii. Family Medical Leave Act (unpaid leave except for continued health insurance benefits);
 - ix. Unpaid leave of absence for the period of the temporary disabling condition;
 - x. long-term disability benefits to the extent available through SEBB; and
 - xi. Unemployment benefits.

VIII. Evaluations

The District will follow OSPI guidance on TPEP, including allowing most employees scheduled for a Comprehensive evaluation to select two (2) criteria to focus on instead. Supervisors will take into account the extraordinary circumstances during the evaluation process. New and provisional employees will receive full Comprehensive evaluations but with due consideration given to those areas where the instructional model does not align with remote learning.

IX. Association Rights

The Association will be given at least two hours of release time on a Wednesday to review the contents of this MOA with their respective members. The district shall provide access to Zoom Pro accounts with adequate group capacity at the request of the Associations to conduct these meetings.

X. Duration

This MOA shall remain in effect through the 20/21 school year or until the end of the declared COVID state of emergency. If the state of emergency extends beyond 2020-2021, this MOA will expire unless the parties agree to extend it at that time. In the event of other legislative or regulatory changes impacting this MOA, such as a waiver of the 1027- hour rule, the parties shall meet to bargain the impacts within five (5) days. The Association and the District agree to revisit the terms of this MOA if the District changes between in-person, hybrid or full remote models of instruction. All terms and conditions of the Collective Bargaining Agreement shall remain in full force and effect unless specifically modified by this MOA. If the District shifts to a full in-person model during this school year, the parties will meet upon request to address any aspects of this MOA that may no longer apply, or any additional safety concerns that may need to be addressed within five (5) days. This MOA will be construed consistently with any existing state and local public health guidance and if the guidance changes, the District will follow the new guidance.

Signed this 28th day of September, 2020

For the Association:

Heather Hill-Stewart

For the District:

Brian P. Hart

