Memorandum of Understanding Between
Wishkah Valley Education Association
And Wishkah Valley School District

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 Association members;

And whereas it is the duty of the District to provide safe and equitable learning conditions for all students and staff, the parties agree to the following:

I. **Student and Staff Health Precautions**

1. Conditions for In-Person Learning:
   A. The decision to provide face-to-face instruction will consider recommendations of the Washington Department of Health Decision Tree for Provision of In Person Learning and in consultation with the Gray’s Harbor County health department;
   B. Should a confirmed COVID case appear in the district, any and all direct and close contacts will be quarantined following the DOH exposure guidelines.
   C. Classrooms, buildings, and/or workspaces will be Appropriately sanitized and disinfected after a positive COVID 19 exposure.
   D. The district will follow [health department recommendations](#) on or for quarantines and closures.
   E. The District shall provide at least one paid non-student days for preparation prior to moving to a face-to-face model. An additional day will be made up during a snow day or at the end of the school year to be determined.

2. Face coverings: All employees, students, and building visitors shall properly wear an approved face covering while at the worksite consistent with [L&I guidelines](#), except:
   - those with a disability that would prevent them from comfortably wearing or removing a face covering
   - those with respiratory conditions that would prevent wearing face covering, or trouble breathing
   - those who are deaf or hard of hearing and use facial and mouth movements as part of communication
   - those advised by a medical, legal, or behavioral health professional that wearing a face covering may pose a risk to that person
   a. The District shall provide the L&I approved face coverings for all employees
   b. Employees may choose to provide their own face coverings, as long as they are consistent with L&I requirements.
   c. Employees working with students who cannot wear a face covering for the reasons described above shall be provided all appropriate personal protective equipment (PPE), including but not limited to medical grade masks, face shields, gowns and gloves, as described by the L &I, the DOH, and the CDC.
3. Health Screenings: Prior to entering any school facility or vehicle, students and employees will be screened for COVID-19 symptoms. No student or employee will enter any school facility or vehicle if they display any COVID-19 symptoms. Health screening forms must be provided in the home language of students’ families/guardians. No certificated employee will be required to conduct health screenings.

4. Physical Distancing: Capacity for students and staff in any facility and/or classroom shall be limited by physical distancing requirements of at least six feet between all students and staff, including paraeducators. It is understood that this may limit the number of students in a classroom or workspace at any given time.
   a. Prior to the first the first face-to-face student contact day, employees shall collaborate with custodial staff and principal to determine the number of occupants that may be in a classroom or other facility while observing physical distancing. In the event the employee does not agree with this determination, the employee shall appeal to the determination to the superintendent, who shall make a determination within two (2) business days. During this time, the classroom or facility shall not exceed the lowest proposed capacity.
   b. The total number of socially distanced occupants allowed in any room, including bathrooms, will be posted prominently outside of each classroom, office, and workspace prior to reopening for face-to-face instruction.
   c. Bathrooms in the locker rooms will be reserved exclusively for staff use.

5. Handwashing/Hand sanitizer: The district shall provide adequate facilities including hot water and supplies for staff and student handwashing or hand sanitizing as required by OSPI’s guidelines.
   a. No employee shall be required to supervise students of the opposite gender from the employee’s identified gender in bathrooms while handwashing.
   b. The District shall supply hand sanitizer for every workspace and classroom.

6. Exclusion of students and staff with COVID-19 symptoms: Students and staff who display COVID-19 symptoms that are outside of normal for that individual shall be excluded from the classroom setting, and the most current flow chart from the dept. of health shall be used as the guide for students return to class.
   a. Each worksite shall have a designated, COVID site supervisor to monitor student symptoms.
   b. No student demonstrating any COVID symptom that are outside of normal for that individual during the course of the school day shall be permitted to remain in class.
   c. 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 by trained custodial staff according to CDC, DOH, and OSPI guidelines.
d. 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 end of the school day, if possible.

e. The district shall provide a safe room for excluded students to wait for their parents/guardians. 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.

7. Exposure to COVID-19: Employees who are exposed to any student or other district employee who has a suspected or 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.
   a. The district shall assist any employee who is exposed to COVID-19 as described above in being tested for the virus.
   b. The district will reimburse any employee for out-of-pocket costs related to COVID-19 testing when an employee has been exposed to a student or staff member as described above, not to exceed $25.
   c. The district will provide full paid administrative leave and benefits if unable to work not to exceed 3 days for any employee who is awaiting the results of COVID-19 testing because of an exposure at school as described above, the expectation is that the employee would teach remotely. Additional days may be considered and reviewed by the superintendent.

8. Meetings: Meetings, including professional development, people shall be provided remotely. On non-student contact days, no employee shall be required or expected to report to the facility for remote staff meetings and professional development.

9. Sanitation of facilities: No certificated employee will be required or expected to provide custodial services. Concerns about cleanliness and sanitizing will be addressed as quickly as possible by the district.

10. Physical Barriers: The district shall provide plexiglass barriers for any employee who requests them for their classrooms or workspaces in a timely manner.

11. Ventilation: Prior to reopening for face-to-face instruction, the District shall ensure that all HVAC and ventilation systems have been maintained.

12. Training and professional development: All staff shall receive professional development and training on COVID-19 health and safety precautions prior to the first face-to-face student contact day.

13. Communication with students and families: Students and their families will receive regular communication from the district regarding health and safety expectations, including but not limited to wearing face coverings, physical distancing, handwashing,
and health screenings. This communication must be provided in the home languages of students’ families/guardians.

14. Substitute teachers: No certificated employee will substitute for or supervise a different group of students than their assigned classroom or caseload.

15. Supervision for compliance: The district shall designate an administrative supervisor to monitor employee health and safety. 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.

16. Employee Rights to a Safe Work Environment: The district 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 remove themselves from the unsafe situation and 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 administration or until the safety concern is addressed and adequately resolved.

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.

II. Scheduling and Instruction

1. Remote Instruction: After three (3) weeks there will be a collaborative review for effectiveness and modifications may be discussed.

2. Remote Assignments: Employees in high-risk categories may be offered a remote assignment and may be given out-of-endorsement waivers if needed. No remote assignment will be awarded to any member unless it has been first offered to all employees in high-risk categories.

2. Remote instruction during short-term closures: No employee shall be required to provide synchronous remote instruction if a closure is two (2) consecutive days or shorter, teachers will have two days’ worth of emergency asynchronous remote plans prepared.

3. Breaks and lunches: Employees shall be granted a 30 minute duty-free lunch consistent with the CBA and if bathroom breaks are needed can call the office for support.

4. Return to Remote Instruction: If any class returns to remote instruction, such instruction shall be provided consistently with the terms and conditions of WVSD Remote Learning MOU as bargained reopening will refer to 1A of this MOU for the reopening of school.
5. Assistive Technology: The district will work with teachers who request assistive technology to work with students while maintaining socially distanced classrooms.

6. Program/ Position Restoration: Any position that has been eliminated because of COVID issues will be reinstated during the 2021/22 School year. Any employee who was reassigned as a result of COVID issues will have first right of refusal for 2021/22.

III. Student Safety and Discipline:
1. 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.
   a. No student shall be permitted to enter any school facility unless they are wearing a face covering, except as permitted by the DOH.
   b. Students will be provided age and culturally appropriate and instruction on face-coverings, hygiene, and physical distancing within the first week of face-to-face instruction.
   c. Students new to the district after the start of the school year will also be provided time for instruction regarding health and safety protocols as described above.
   d. Students who violate safety protocols may be excluded from the classroom, in accordance with the collective bargaining agreement and state law.
   e. In the event a student willfully and knowingly violates safety protocols towards another student in a manner that may cause harm he or she will be reported to the building administrator for appropriate discipline.
   f. 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 employee will be placed on paid administrative leave for up to 3 days while being tested for COVID-19 and while awaiting the results. In the event the employee tests positive for COVID-19 after such an incident, leave benefits will be coordinated with workers compensation.
   g. Student discipline for any infraction described above shall be proportionate to the age and cognitive ability of each child.

IV. Leaves For Employees Working Face to Face with Students:
A. COVID-19 Leave: Leave taken as a result of COVID-19 shall be treated as a separate leave allowance. If an employee is directed by a medical professional to isolate or quarantine themselves either because of close contact with a person who has had a lab-confirmed case of COVID-19 or because they have tested positive for COVID-19 or has symptoms of COVID-19 and is unable to work from the worksite or from home; no personal, sick or unpaid leave will be deducted from employee leave banks. This leave will be up to a total of 20 days. If extenuating circumstances exist the superintendent may consider extensions.
B. COVID-19 Symptom Leave: In the event an employee has any symptom of COVID-19 as described on the employee daily health attestation form and must remain off campus for 72 hours after symptoms end and 10 days from when symptoms begin OR 72 hours after symptoms end and a negative COVID-19 test, the employee may elect to work remotely if able or be placed on paid administrative/COVID leave. This leave will be up to a total of 20 days. If extenuating circumstances exist the superintendent may consider extensions.

C. Documentation: Documentation for leave will be consistent with the collective bargaining agreement.

V. **Duration and Applicability**

This MOU shall remain in effect through the 20/21 school year or until the end of the declared COVID state of emergency, whichever comes last.

For the District:  
Donald B. Hay, Superintendent

For the WVEA:  
Don Richardson, WVEA President