

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

The Davenport Education Association has serious reservations about the safety and feasibility of opening school buildings as planned in August, and; we are especially concerned because we know the dangers of COVID-19 disproportionately impact communities of color and people in poverty, and; 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. Reopening Timeline

1. The District shall follow the recommendations provided by L & I, the Governor, OSPI, and the Washington State Department of Health.
2. Regardless of the phase, some students requiring face-to-face instruction may need to be served on campus. These may be special needs students, students with 504 plans or other at-risk students.

II. Student and Staff Health Precautions (page 5 and 11 of the DSD protocols, see attached)

- A. Face coverings, Health Screenings, Physical Distancing, Health & Safety Requirements, Worksite Employee Health & Safety Requirements and Key Statutory Requirements:
 1. The District has adopted the attached Reopening Plan to comply with the workplace safety and school reopening social distancing guidance provided by Labor and Industries, OSPI & DOH, utilizing staff/student discipline procedures for enforcement when necessary.
- B. While a mask requirement exists:
 1. The District shall provide each employee a minimum of 5 cloth masks and each student who does not have a mask will be provided a clean mask on any school day. The District shall also have an ample supply of disposable masks available for all employees and students as needed.
 2. Employees may choose to provide their own masks that meet the same standard of effectiveness as District-provided masks.
 3. Face shields will be allowed when permitted under OSPI L & I and

Health Department guidance.

4. Employees working with students who cannot wear a mask shall have access to personal protective equipment (PPE) as required by L & I, DOH and the CDC.
5. The District shall create a process by which students not excused from wearing masks but not complying with the requirement will be promptly identified and their conduct addressed through the District's disciplinary procedures. This will likely include relocating the student to a designated separate and safe location and be required to wear a mask before returning to an in-person learning environment.

C. Health Screenings (page 5 of the DSD protocols, see attached):

1. Each building will have a plan in place for screening students, staff, and any visitors who arrive at other times throughout the day.
2. No member of the bargaining unit will be required, particularly those who are high-risk, but may volunteer, to participate in the screening process.

III. Physical Distancing (page 5 of the DSD protocol, see attached): To the extent physical distancing is required, capacity for students and staff in any instructional spaces shall be limited by physical distancing requirements of at least six feet (current requirement) between all students and staff when seated, or the distance then required by the DOH. 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.

IV. Handwashing (page 5 of the DSD protocol, see attached): Students and adults will be expected to wash hands when they arrive at school, before meals or snacks, after outside time, after going to the bathroom, after nose blowing or sneezing, and before leaving to go home. If soap and water are not readily available, an alcohol-based hand gel with at least 60 percent alcohol will be available.

V. Exclusion of students and staff with COVID-19 symptoms (page 5, 8 and 13 of the DSD protocols, see attached): Students who show signs of having COVID-19 will utilize our waiting room area under staff supervision until a parent/guardian arrives to take their child home.

VI. Staff Exposure to COVID-19: Employees who are exposed to any student or other district employee who displays COVID-19 symptoms or who has a suspected or confirmed case of COVID-19, or who are exposed to any student or staff member who was in close contact with someone with a confirmed or suspected case of COVID-19 shall be notified by the district as soon as reasonably possible, but no later than start of the next school day after the district becomes aware, or within twelve (12) hours if the district becomes aware before a weekend or holiday.

- a. If exposed, 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.
- b. Leave
 - i. **COVID-19 Exposure:** Employees shall be allowed to work from home through the online platform and/or designated duties, while waiting for the results of related COVID-19 testing, if ordered by a healthcare professional or district administrator to quarantine as a result of a potential exposure.
 - ii. If an employee becomes ill and cannot work from home, the employees may access 10 days of sick leave per the Families First Coronavirus Response Act. After this leave is exhausted, the District will provide 10 days of administrative leave. Once both of these leaves are exhausted the employee can access other CBA leaves or apply for other state benefits such as PFML, Workers Compensation, Unemployment.
 - iii. 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.

VII. Sanitation of facilities: Employees are expected to clean surfaces between classes and are allowed to have students assist with the cleanings. Should a bargaining unit member request additional help, the District shall provide support to disinfect all surfaces used by students in between use by different students. For example, support could be provided between classes and after lunches and meals to disinfect desks, computers, and other equipment where needed to ensure proper sanitation.

VIII. Employees in high-risk categories: Any employee who believes they are high risk as outlined in the July 23, 2020 letter from the superintendent to all staff are encouraged to dialogue with the superintendent regarding potential accommodations. Agreed upon accommodations will be documented in writing. The employee may be required to provide documentation of the specific issue that makes them high risk. If new concerns arise, the employee will notify the superintendent. Applicable ADA requirements will be followed.

IX. Committee for safety and compliance: Weekly Health & Safety Meetings: The District and DEA representatives will meet on school day Fridays (or another day if mutually agreed to) to discuss protocols and/or other health and safety concerns.

X. 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.


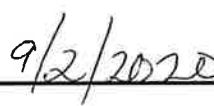
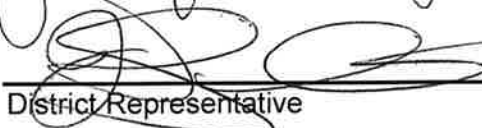
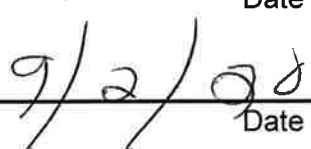
- a. In the event an employee does not believe the district is following advice from the Department of Health and/or Labor and Industries to adequately protect staff or student safety, the employee shall have the right to remove themselves from the unsafe situation and building administration, or designee, 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 resolved.
- b. Dependent upon the issue at hand (i.e. a room with improper ventilation), an employee may be asked to stay with their students in a different location until the problem is resolved.
- c. 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.

XI. 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. On the first day of school, teachers will provide age and culturally appropriate instruction to students regarding face-coverings, hygiene, and physical distancing. Ongoing instruction will be provided as needed thereafter.
- b. 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 instructions.
- c. 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 to cough or sneeze on another student), the student in violation will immediately be subject to discipline. The building administrator shall immediately notify the parent or guardian of the affected student(s). The district shall pay for COVID-19 testing (during a time period of no longer than 14 days) for all affected students/employees in vicinity of the incident.
- d. 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, he or she may be required to participate in a full distance learning model for the remainder of the school year.

XII. Evaluations TPEP will follow the guidance in Bulletin NO. 063-20 EDUCATOR GROWTH AND DEVELOPMENT release on August 5, 2020. (See appendix)

XIII. Duration This MOA shall remain in effect through the 20/21 school year. In the event new, binding guidance or legislation comes into effect during this time, such as a waiver of the 1027- hour rule, the parties shall meet to bargain the impacts.

		_____
Davenport Education Association Representative		Date
		_____
District Representative		Date