

Memorandum of Agreement
regarding
Working Conditions during the 2020-2021 School Year
between
West Valley Educational Secretaries Association
and **West Valley School District**

Whereas the West Valley Educational Secretarial Association is concerned about the safety of staff and students when opening school buildings for the 2020-2021 school year;

Whereas COVID-19 continues to create a public health emergency and the Office of the Superintendent of Public Instruction and the Yakima Health Department has issued requirements for the 2020-2021 school year that substantially affect the wages, hours, and working conditions;

Whereas the Governor Inslee has lifted the building closure mandate and the West Valley School District (District) has determined an educational plan for the District;

Therefore, the parties have agreed to the following:

- 1) **Work Schedule:** All employees are expected to report to their work site daily.
 - a. It is understood that employees may need flexibility with their work schedule and location due to caring for family members and education needs of their own students.
 - b. Protocols for a flexible work schedule and location will be mutually established with the office employees and the building administrators. If the flexible schedule includes working from home for all or some of the work hours, the district will accommodate reasonable requests for technology.
 - c. The protocols developed will adhere to each employee's workday as defined in the collective bargaining agreement.

- 2) **Training and professional development:** All employees shall receive training on COVID-19 health and safety precautions prior to the opening of the building offices.
 - a. This training will include the state health departments recommendations the District plans to follow.
 - b. Training will take place during the regular workday or time will be paid at the employee's hourly rate including overtime if earned.

- 3) **Building offices:** Both parties have an interest in limiting the number of face-to-face interactions while keeping the district operating.
 - a. **Front Office Areas:** No employee, parent or member of the public may enter any building without properly wearing a mask except for exceptions listed by the District's Safe Start Reopen Plan. Office 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, or other appropriate protections as requested by the employee.
 - b. **During remote instruction for students:** During remote instructional days the offices in the buildings will remain closed to the public. Patrons who have business with office personnel area will use phone or email, make an appointment, or come to the office and wait for health screening before entering the building. All staff in the building will be directed to refrain from entering the

office area or walking through the secretary's workspace to get to another location.

- c. **Building offices when students return to campus:** In office areas where students/visitors may enter, they will be directed to stand on tape or other markings placed on the floor no less than six square 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.

4) **Sanitation of facilities:** Keeping a work area clean and disinfected will help decrease the spread of COVID-19.

- a. Offices shall be provided with custodial supplies to clean computers, desktops and supplies which may be used by others.
- b. Custodial staff will frequently wipe down common surfaces (door handles/knobs of the main building, offices, classrooms and bathrooms) touched by multiple people during the day.

5) **Employees in high-risk categories:** The district shall request that employees in high-risk categories as defined by the CDC, self-report no later than the first contracted workday. If the employee is requesting work accommodations due to the health concerns the employee will need to provide documentation by a health care provider. The District will work individually with the employee and will follow state and federal guidelines for accommodations. If accommodations include working from home, the district will accommodate reasonable request for technology.

6) **Health Precautions:**

a. **Face coverings**

- i. All employees, students, and building visitors shall properly wear a cloth mask that covers the chin, mouth, and nose, while at any District facility.
- ii. 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.
- iii. Employees may choose to provide their own masks that meet the same standard of effectiveness as District-provided masks.
- iv. Employees who are working in an area that allows for safe distancing from others (alone in a office with the door closed or working alone in an office) may remove their mask while working. It is understood that employees may need to take frequent breaks for removal of the mask.
- v. Employees who cannot wear masks as per the District's Safe Start Reopen Plan may request accommodations from the District or may access any or all of the following benefits under the terms of the applicable collective bargaining agreement (CBA) or law: sick leave including shared leave, vacation, personal leave, or an unpaid leave of absence for the 2020-21 school year.

b. **Physical Distancing**

- i. The District shall comply with the State Health Department's regulations and guidance of physical distancing of 6 feet.

- ii. Signs will be posted in the office area and tape will be placed on the floor to keep patrons 6 feet away from another patron visiting the office.
- c. **Handwashing:**
- i. The District shall comply with the State's Health Department's guidance.
 - ii. The District shall allow an employee intermittent breaks to wash hands frequently during the day.
 - iii. Hand sanitizer will be made available to each office.
- d. **Health Screening:**
- i. Prior to entering any school facility employees, students, and any visitors will be screened for COVID-19 symptoms and will have their temperature checked by district personnel or have completed a district attestation.
 - ii. No person will enter any school facility or vehicle if they display any COVID-19 symptoms.
 - iii. Screening of temperatures shall be performed with contactless thermometers in order to maintain a sterile environment.
 - iv. It is not the duty of a building secretary to perform routine health screenings for COVID-19.
 - v. The District administration will develop a building-based plan to provide a safe place where a student(s) with COVID-19 symptoms can be quarantined while waiting for pick up by a parent and/or guardian.
 - a. This room will be designated as the Quarantine Room and will not be the same room as the building's regular health room. The plan will provide the specific procedures that a staff member is to follow when taking a student to the quarantine room including the route that staff/student would use to enter and exit the quarantine room to minimize interactions with others.
 - b. These plans will be completed a week (5 work days) before any students are scheduled to enter the building.
 - c. The completed building plan will be shared with all staff at that building regardless of bargaining unit.
- e. **Communication with students and families:**
- i. The District shall communicate with 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.
 - ii. The District will post signage around the building to remind staff, students and patrons of the health and safety expectations.
- f. **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.

- i. 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.
- ii. 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.
- iii. Employees who allege their workplace is unsafe will report their concerns to the building monitor. Such employee, may in limited circumstances, also have recourse through the Department of Labor & Industries under WAC 296-360-150.

g. Notification of COVID-19 exposure

- i. An employee who suspects they have contracted a case of COVID-19 shall pursue a COVID-19 test and will notify the District immediately.
- ii. The District will notify district employees that a case is being investigated and without mentioning names provide the location and time(s) the employee was in the building.
 - a. An employee who after being notified of exposure, is experiencing COVID-19 symptoms and gets a COVID-19 test will be reimbursed by the District for out of pocket costs for the test.

7) **Leaves:** COVID-19 presents unique health, and staffing challenges for the District and its employees. The following provisions are included to provide clear, objective, and practical options for the District and the employees facing those challenges. The District will work with an employee on a case-by-case basis to explain all options the employees has for taking leave and will help members navigate their leave options in an effort to protect their personal and sick leave.

a. Employees with COVID-19/Suspected COVID-19 with an unknown source: 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. 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;
- ii. Sick leave including shared leave if available;
- iii. Personal leave;
- iv. Vacation
- v. Washington Paid Family Medical Leave (PFML);
- vi. Worker's Compensation (L&I)
- vii. Family Medical Leave Act (unpaid leave except for continued health insurance benefits);
- viii. Unpaid leave of absence
- ix. 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. The employee may request accommodations from the District due to the quarantine
 - 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, and the quarantine was due to confirmed exposure at a District work site;
 - iv. Sick leave including shared leave if available;
 - v. Personal leave;
 - vi. Vacation
 - vii. Washington Paid Family Medical Leave (PFML)
 - viii. Worker's compensation (L&I)
 - ix. Family Medical Leave Act (unpaid leave except for continued health insurance benefits);
 - x. Unpaid leave of absence for the period of the quarantine; and
 - xi. 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 to any or all of the following benefits under the terms of the applicable collective bargaining agreement (CBA) or law:
- i. The employee may request accommodations from the District.
 - ii. 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;
 - iii. Sick leave including shared leave if available;
 - iv. Vacation;
 - v. Personal leave;
 - vi. Washington Paid Family Medical Leave (PFML);
 - vii. Family Medical Leave Act (unpaid leave except for continued health insurance benefits);
 - viii. Unpaid leave of absence for the period of time the employee is unable to come to work at a District work site; and
 - ix. 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 **CDC** may choose to come to work at a District work site when required by the employee's assignment or may access any or all of the following benefits under the terms of the applicable collective bargaining agreement (CBA) or law:

- i. The employee may request work accommodations from the District
 - 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 other paid leaves identified below;
 - iii. Sick leave including shared leave if available;
 - iv. Personal leave;
 - v. Vacation;
 - vi. Unpaid leave of absence for the 2020-21 school year; and
 - vii. 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 access any or all of the following benefits under the terms of the applicable collective bargaining agreement (CBA) or law:
 - i. May request accommodations from the District if applicable;
 - ii. 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;
 - iii. Sick leave including shared leave if available;
 - iv. Personal leave;
 - v. Vacation; and
 - vi. 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 access any or all of the following benefits under the terms of the applicable collective bargaining agreement (CBA) or law:
 - i. The employee and supervisor may develop a work schedule described above that will accommodate taking care of the education of the employee's children impacted by school closure.
 - ii. If the work schedule cannot be adjusted, the following benefits may be accessed:
 - a. 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;
 - b. 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;
 - c. Sick leave including shared leave if available;
 - d. Vacation;
 - e. Personal leave; and
 - f. Unpaid leave of absence for the 2020-21 school year.

g. Possible Limitations on Leaves:

- i. 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.
- ii. 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.
- iii. The Governor's order (7/30/20 Proclamation 20-46.1 and extended with 20-46.2) 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.

8) **Extension of Stipend Timelines:** Due to COVID-19 inservice opportunities have not been readily available, so the parties have agreed to extend the timeline for completing the Staff Development Stipend from three (3) consecutive years to four (4) consecutive years.

9) **Grievance:** Alleged violations of this MOA may be grieved according to Article VII of the collective bargaining agreement.

10) **Duration:**

- a. This MOA shall remain in effect through the 20/21 school year or 30 days after the end of the declared COVID-19 state of emergency, whichever comes first.
- b. 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.
- c. The Association reserves the right to raise additional concerns as the district changes their instructional model.


District


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