

**Memorandum of Agreement  
Between  
Snoqualmie Valley Administrative Secretaries Association  
and  
The Snoqualmie Valley School District**

**Regarding COVID Impacts on the 2020-2021 School Year**

The Snoqualmie Valley School District (District) and the Snoqualmie Valley Administrative Secretaries Association (Association) enter into the following agreement related to the impacts of COVID-19 in beginning the 2020-21 school year. The parties agree to the following:

The Snoqualmie Valley School District will begin the 2020-21 school year using a remote model of instruction for basic education. The parties will continue to monitor the situation and the impact of COVID and reconvene as necessary to discuss and plan for in-person or hybrid learning. The parties will use the guidance and directives from local authorities including state government officials, the Department of Health, and the Office of the Superintendent of Public Instruction (OSPI). As always, the District and the Association will work together to ensure the health and safety of our students, staff and the community.

The District and Association agree that employees working on site in their assignment is the preference, understanding that some employees may need to access alternative work sites and/or leave, as described below. Additionally, employees who are unable to affirm the daily health attestation to work onsite or has other extenuating circumstances, and can perform their responsibilities off-site, may coordinate a change in work site with their building administrator or supervisor.

- 1. Health and Safety:** The parties will continue to follow health and safety guidelines as described in the COVID-19 Job Site Safety Plan in ensuring the health and safety of our staff and students. This includes, but is not limited to social distancing guidelines, proper personal protective equipment (PPE) and appropriate sanitation practices. As recommendations change and are updated, the District and the Association will continue to meet to discuss and apply those impacts.
  - 1.1 The District's COVID-19 Job Site Safety Plan will be shared with staff, summaries posted throughout work sites, and made available on the District website. Site-specific COVID-19 supervisors shall be designated at each work site to monitor the health of employees, enforce the COVID-19 Job Site Safety Plan, and field concerns raised by staff members.
  - 1.2 A worker may refuse to perform unsafe work, including hazards created by COVID-19. And, it is unlawful for an employer to take adverse action against a worker who has engaged in safety-protected activities under the law if the individual's work refusal meets certain requirements.

1.3 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 296-36-150.

**2. Compensation:**

2.1 Employees will continue to receive wages for work performed or when on appropriate paid leave.

2.2 Employees who do not work and do not have available paid leave must take an unpaid leave of absence.

2.3 While there are no immediate plans for layoffs, should layoffs become necessary, Section 3.2.6 Reduction in Hours of the CBA will be followed.

2.4 Employees who take unpaid leave due to COVID during the 2020-21 school year will retain accrued sick leave, vacation, and seniority rights. Vacation leave, sick leave, seniority rights and other benefits shall not accrue while the employee is on approved leave of absence. The employee will receive no credit for salary advancement while on leave of absence. (see 3.8 of the CBA)

**3. Calendar:** Employees will work the appropriate work calendar for their position as posted on the District website.

**4. Leaves:** COVID-19 presents unique health, family, disability 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. In all cases, strict compliance with all relevant District safety and health rules will be an essential function of each employee's job.

**4.1 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 CBA or law:

4.1.1 Alternative assignment for work/services which may be provided from home, if available (see Section 4.10 below);

4.1.2 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;

4.1.3 Sick leave;

4.1.4 Shared leave;

4.1.5 Personal Leave;

4.1.6 Washington Paid Family Medical Leave (PFML);

4.1.7 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.)

- 4.1.8 Family Medical Leave Act (unpaid leave except for continued health insurance benefits);
- 4.1.9 Unpaid leave of absence for the period of the temporary disabling condition;
- 4.1.10 Long-term disability benefits; and
- 4.1.11 Unemployment benefits.

If an employee contracts COVID-19 at the work site and after accessing all of these benefits an employee has no option other than an unpaid leave, the District and Association shall meet to discuss other paid leave options.

**4.2 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 CBA or law:

- 4.2.1 Alternative assignment for work/services which may be provided from home, if available (see Section 4.10 below);
- 4.2.2 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;
- 4.2.3 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;
- 4.2.4 Sick leave;
- 4.2.5 Personal Leave;
- 4.2.6 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.)
- 4.2.7 Unpaid leave of absence for the period of the quarantine; and
- 4.2.8 Unemployment benefits.

**4.3 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 access any or all of the following benefits under the CBA or law:

- 4.3.1 Alternative assignment for work/services which may be provided from home, if available (see Section 4.10 below);
- 4.3.2 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;

- 4.3.3 Sick leave;
  - 4.3.4 Shared leave;
  - 4.3.5 Personal Leave;
  - 4.3.6 Washington Paid Family Medical Leave (PFML);
  - 4.3.7 Family Medical Leave Act (unpaid leave except for continued health insurance benefits);
  - 4.3.8 Unpaid leave of absence for the period of time the employee is unable to come to work at a District work site; and
  - 4.3.9 Unemployment benefits.
- 4.4 Higher Risk Employees:** Employees who are 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 CBA or law:
- 4.4.1 Alternative assignment for work/services which may be provided from home, if available (see Section 4.10 below);
  - 4.4.2 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;
  - 4.4.3 Sick Leave;
  - 4.4.4 Personal leave;
  - 4.4.5 Unpaid leave of absence for the 2020-21 school year; and
  - 4.4.6 Unemployment benefits.
- 4.5 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 CBA or law:
- 4.5.1 Alternative assignment for work/services which may be provided from home, if available (see Section 4.10 below);
  - 4.5.2 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;
  - 4.5.3 Sick Leave;
  - 4.5.4 Personal leave; and
  - 4.5.5 Unpaid leave of absence for the 2020-21 school year.
- 4.6 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 CBA or law:
- 4.6.1 Alternative assignment for work/services which may be provided from home, if available (see Section 4.10 below);

- 4.6.2 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;
- 4.6.3 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;
- 4.6.4 Sick Leave;
- 4.6.5 Personal leave; and
- 4.6.6 Unpaid leave of absence for the 2020-21 school year.

Employees wishing to bring their own child(ren) to the worksite during remote instruction may discuss with their supervisor to determine possible solutions that ensures all health and safety guidelines as outlined in COVID-19 Job Site Safety Plan are followed. The child(ren) must remain under the direct supervision of the parent at all times and may not impede the employee's ability to perform their job duties.

The District will seek community partners to provide childcare options to employees.

**4.7 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 access any or all of the following benefits under the CBA or law:

- 4.7.1 Alternative assignment for work/services which may be provided from home, if available (see Section 4.10 below);
- 4.7.2 Sick Leave;
- 4.7.3 Personal Leave;
- 4.7.4 Unpaid leave of absence for the 2020-21 school year; and
- 4.7.5 Other accommodations identified through the interactive process of the Americans with Disabilities Act (ADA) and the Washington Law Against Discrimination (WLAD).

**4.8 Employees Who Otherwise Choose Not to Work at a District Work Site Due to Concern for Safety:** An employee whose assignment requires work at a District work site and who does not fit within the conditions of paragraphs 1-8 above, may access any or all of the following benefits under the CBA or law:

- 4.8.1 Alternative assignment for work/services which may be provided from home, if available (see Section 4.10 below);
- 4.8.2 Personal Leave; and
- 4.8.3 Unpaid leave of absence for the 2020-21 school year.

**4.9 Employees Who Choose Not to Wear a Face Covering or Other Required PPE:** An employee whose assignment requires work at a District work site and who does not have a documented inability to wear PPE required for the employee's assignment,

including but not limited to a face covering, but nevertheless does not wish to do so, may access any or all of the following benefits under the CBA or law:

- 4.9.1 Alternative assignment for work/services which may be provided from home, if available (see Section 4.10 below);
- 4.9.2 Personal Leave; and
- 4.9.3 Unpaid leave of absence for the 2020-21 school year.

**4.10 Alternative Work Assignments Provision One:** When an employee's assignment requires work/services at a District work site and the employee cannot, or chooses to not, 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:

- 4.10.1 Employees who hold the appropriate training, licensing, endorsement or other qualifications for the position;
- 4.10.2 Higher risk employees or employees with a higher risk individual in the employee's household;
- 4.10.3 Employees with COVID-19/Suspected COVID-19 and willing and able to work;
- 4.10.4 Employees quarantined due to possible exposure to COVID-19;
- 4.10.5 Employees caring for someone with COVID-19/suspected COVID-19;
- 4.10.6 Employees with children impacted by school closure;
- 4.10.7 Employees who cannot wear a mask or other required PPE;
- 4.10.8 Employees who choose not to work at a District work site due to concern for safety; and
- 4.10.9 Employees who choose not to wear a mask or other required PPE.

If two or more employees have equal priority under the conditions above, the District will use SVASA seniority as described in 3.8.1 of the CBA 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.

**4.11. 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:

- 4.11.1 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;

- 4.11.2 Such employee may only be assigned to perform work for which the employee is appropriately trained, licensed (if applicable) and prepared to perform;
  - 4.11.3 Such assignment shall not, without the employee's agreement, exceed the hours normally assigned to such employee;
  - 4.11.4 Such employee shall be paid the regular salary, wages and benefits the employee would receive from the employee's normal assignment;
  - 4.11.5 Such employee's temporary assignment may not result in displacing any other employee performing services within their regular job description;
  - 4.11.6 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 unless they receive the higher rate of pay;
  - 4.11.7 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;
  - 4.11.8 The temporarily reassigned employee retains a right to return to the employee's original assignment upon the expiration of this MoA or 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
  - 4.11.9 This provision applies exclusively to the assignments and job duties of SVASA-represented employees, unless agreed to by other bargaining units. SVASA -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).
- 6. 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.
- 7. Evaluation:** The District and Association will continue to collaborate to discuss any questions, concerns or possible modifications to the evaluation process.
- 8. Effective Dates:** This MOA shall be in effect for the 2020-21 school year. All other provisions of the collective bargaining agreement shall remain in full effect. The parties shall meet to discuss working conditions prior to schools reopening. This MOA is not precedent-setting and is intended to address the specific and unprecedented health emergency presented by COVID-19.

FOR THE ASSOCIATION

/s/K. Seiser  
President, SVASA

8/12/2020  
Date

FOR THE SCHOOL DISTRICT

/s/R. Manahan  
Superintendent, SVSD

8/12/2020  
Date