

Memorandum of Agreement (Revised)
regarding
Working Conditions during the 2021-2022 School Year
between
West Valley Educational Secretaries Association
and West Valley School District

Original

Whereas the West Valley Educational Secretarial Association is concerned about the safety of staff and students when opening school buildings for the 2021-2022 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 2021-2022 school year that substantially affect the wages, hours, and working conditions;

Whereas the Governor Inslee has lifted the building closure and mask 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.
 - c. The protocols developed will adhere to each employee's workday as defined in the collective bargaining agreement.
- 2) **Training and professional development:** The District will provide updates and trainings on as needed basis, pending recommendations and updates.
 - 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 providing a safe working environment
 - a. **Office Areas:** 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.
- 4) **Employees in high-risk categories:** The District will work individually with the employee and will follow state and federal guidelines for accommodations.
- 5) **Health Precautions:**
 - a. **Face coverings**
 - i. The District will follow the expectations and guidelines of the Health Department and Washington State.
 - ii. The District will provide KN95 masks to staff if requested.

6) **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. If the employee has a medical confirmed positive case of COVID-19, the employee has access up to eighty (80) hours of leave other than any other accrued leave (i.e. sick leave, annual leave or vacation).
- 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

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

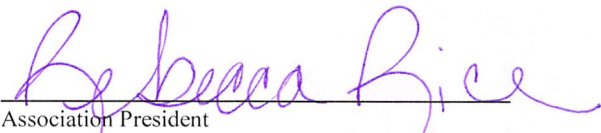
8) **Duration:**

- a. This MOA shall remain in effect through the 21/22 school year or the end of the declared COVID-19 state of emergency.
- 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.
- d. All terms and conditions of the Collective Bargaining Agreement shall remain in full force and effect unless specifically modified by this MOA.
- e. 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.

Agree to this 30 day of March, 2022



District



Association President