Memorandum of Agreement
Between
Snoqualmie Valley Education Association
and
The Snoqualmie Valley School District
Regarding COVID-19 Impacts

The Snoqualmie Valley School (District) and the Snoqualmie Valley Education Association (Association) enter into the following agreement related to the COVID-19 district-wide school closures. The parties agree that the COVID-19 closure is a dynamic situation and may require additional collaboration.

I. Compensation and Benefits
   a. No employee on a continuing, provisional, or leave-replacement contract shall lose pay as a result of the school closures related to the COVID-19 pandemic. Employees shall continue to receive contract pay during the school closures related to the COVID-19 pandemic. Employees will continue to be compensated for their regular contracts, supplemental contracts and stipends.
   b. Individuals who are eligible for benefits under the provisions of the collective bargaining agreement, or who qualified for benefits as of February 29, 2020, will maintain their benefits.

II. Work Expectations During the Closure
   a. During the closure, employees will continue to work according to the terms of the collective bargaining agreement. Employees will be allowed to work remotely, however, there may be on-site work critical to meet an essential student need. If staff may be needed to provide on-site services, the District will first discuss the need with the Association. Local, state and federal guidelines will be followed to ensure the individual employee’s physical safety. Any employee in a high-risk category as defined by Public Health will not be required to work on site. This does not preclude the District from asking employees, in collaboration with SVEA leadership, to volunteer for on-site services, and employees may choose to access a school building/site, when such facilities are open.
   b. Employee work hours may be flexible during this closure, but generally employees will check email and be available for phone calls and virtual meetings during their regular work hours on normally calendared work days during this crisis. Employees will be given at least twenty-four (24) hours advance notice of a required meeting.
   c. Staff will be expected to participate in professional development opportunities in collaboration with the Association.
   d. Leaves: Employees who need to be released from all duties on a particular day may apply for and take leave under their CBA in the same manner as during regular operations (sick leave, pandemic health leave, discretionary personal leave, etc.).
III. **Substitutes**
Substitute Employees who are in long-term assignments as defined under the collective bargaining agreement will be compensated for the duration of their assignment.

IV. **Teaching and Learning**
   a. It is understood that as the situation evolves, work may evolve and require flexibility from all parties. The District and the Association will work in collaboration to develop expectations for a defined period of time. Expectations will be equitable and consistent across grade levels and buildings. Expectations for the following week will be communicated to employees no later than the Friday prior.
   b. Employees will use sound professional judgment to accomplish this work and will communicate with their supervisors/administrators regarding any clarifications needed for this work.

V. **Special Education Staff**
   a. If meetings can be held remotely, upon the agreements with the parent(s)/guardian(s), they should be held. If the meeting cannot take place remotely, it should be documented and completed upon return to school. If an evaluation of a student with a disability requires a face-to-face assessment or observation, the evaluation may be delayed until school reopens.
   b. The District and the Association will work in collaboration to develop expectations that are equitable and consistent across grade levels and disciplines. This work will be in alignment with federal and state guidance for working with students with disabilities during the school closure. The expectations for the following week will be communicated to employees the Friday prior. Subjects of collaboration may include: HIPAA compliance, providing services via telehealth, and workload issues when school resumes.

VI. **Technology Requirements**
   a. Employees are not required to use their personal devices for work assignments. The District will make reasonable efforts to provide employees with the technology required to perform remote work. Technology may include, but is not limited to voice/video accessibility, laptop, and wifi hotspot. Lack of access to technology shall not negatively impact an employee’s evaluation or be used as the basis for discipline.
   b. The District will provide guidance on all District approved platforms (e.g. Google Classroom, Zoom, Teams, etc.) for virtual meetings prior to requiring educators to utilize the platform with students and families.
   c. Students committing offenses such as, but not limited to, harassing or inappropriate e-mail messages, websites, false electronic text messages or other technological misconduct that threatens the safety and/or reputation of certificated staff may be disciplined in accordance with RCW 9.61.260 and District policies.
   d. Employees will follow District guidelines and policies related to communicating with students. Guidelines will be developed collaboratively between the District and Association. Relevant District policies include, but are not limited to:
i. Electronic Resources and Internet Safety (2022 Policy/Procedure)
ii. Maintaining Professional Staff/Student Boundaries (5253 Policy/Procedure)

VII. Evaluations
The District will follow OSPI guidelines regarding evaluation procedures and processes during school closures.

VIII. Spring Break
Spring break will still occur from April 13-April 17, 2020. Employees will not be expected to work during this time.

IX. Childcare
Employees are not expected to provide state-mandated childcare assistance. Employees will not have access to District-provided childcare. On a case-by-case basis, special consideration regarding work assignments will be given to employees who are without childcare as a result of the COVID-19 closures.

X. Make-up Days
The 2019-2020 school year is expected to end on June 25, 2020. School make-up days will be limited to those required by law.

XI. Effective dates
This MOU shall be in effect for the remainder of the 2019-20 school year and shall sunset on June 25, 2020. All other provisions of the collective bargaining agreement shall remain in full effect. This MOU is not precedent-setting and is intended to address the specific and unprecedented health emergency presented by COVID-19.

XII. Additional Topics
Given the evolving nature of the issues arising during this crisis, any topic not addressed above will be discussed in future labor-management meetings.

FOR THE ASSOCIATION

/s/N. Ziemkowski
President, SVEA

4/7/2020
Date

FOR THE SCHOOL DISTRICT

/s/R. Manahan
Superintendent, SVSD

4/7/2020
Date