

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING SETS FORTH THE FOLLOWING AGREEMENT BETWEEN PUBLIC SCHOOL EMPLOYEES OF WASHINGTON/SEIU 1948 OF THE FRANKLIN PIERCE CHAPTER OF PUBLIC SCHOOL EMPLOYEES, AND THE FRANKLIN PIERCE SCHOOL DISTRICT.

The following *Memorandum of Understanding* is made and entered into between the Franklin Pierce School District and the PSE/SEIU, Local 1948 regarding the impact of the re-opening of school due to the current pandemic. 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.

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 terms of the applicable collective bargaining agreement (CBA) or law:
 - a. Alternative assignment for work/services which may be provided from home, if available (see paragraph 10 below);
 - b. Emergency Paid Sick Leave (EPSL) under the federal Families First Coronavirus Response Act (FFCRA), with possible 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;
 - c. Leave for illness, injury or emergency;
 - d. Shared leave;
 - e. Personal leave and/or vacation leave (after exhausting employer-provided leave for illness, injury or emergency and shared leave).
 - f. Washington Paid Family Medical Leave (PFML), up to the employee's regular daily salary by other paid leaves identified herein;
 - g. 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.)
 - h. Family Medical Leave Act (unpaid leave except for continued health insurance benefits);
 - i. Unpaid leave of absence for the period of the temporary disabling condition;
 - j. Long-term disability benefits; and
 - k. Unemployment benefits.

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 terms of the applicable collective bargaining agreement (CBA) or law:

- a. Alternative assignment for work/services which may be provided from home, if available (see paragraph 10 below);
- b. EPSL with possible 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;
- c. 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;
- d. Leave for illness, injury or emergency;
- e. Personal leave and/or vacation leave once leave for illness, injury or emergency becomes exhausted;
- f. Workers' 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.);
- g. Unpaid leave of absence for the period of the quarantine; and
- f. Unemployment benefits.

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 terms of the applicable collective bargaining agreement (CBA) or law:

- a. Alternative assignment for work/services which may be provided from home, if available (see paragraph 10 below);
- b. 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;
- c. Leave for illness, injury or emergency;
- d. Shared leave;
- e. Personal leave and/or vacation leave should all other leaves become exhausted
- f. Washington Paid Family Medical Leave (PFML), up to the employee's regular daily salary by other paid leaves identified herein;
- g. Family Medical Leave Act (unpaid leave except for continued health insurance benefits);
- h. Unpaid leave of absence; and
- i. Unemployment benefits.

4. **High 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 choose

to access any or all of the following benefits under the terms of the applicable collective bargaining agreement (CBA) or law:

- a. Alternative assignment for work/services which may be provided from home, if available (see paragraph 11 below);
- b. EPSL with possible 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;
- c. Leave for illness, injury or emergency;
- d. Personal leave and/or vacation leave after all other types of leaves have been exhausted
- e. Unpaid leave of absence; and
- f. Unemployment benefits.

Documentation of high-risk status: No documentation will be required for an employee who is "high-risk" as a result of being age 65 or older. For employees who have a health condition that falls within the "at increased risk" category, as defined by the [Centers for Disease Control](#), no documentation will be required except for documentation of the underlying condition (e.g. an employee who is at high risk as a result of Type II diabetes mellites need only present documentation of that diagnosis and does not need to present a doctor's statement indicating that the condition places them at higher risk). Employees with a condition that falls within the list of conditions the CDC indicates "might be at an increased risk for severe illness from COVID-19" must submit verification of both the diagnosis and a doctor's statement indicating that the employee's particular circumstances place the employee at increased risk for severe illness from COVID 19.

5. **High 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 choose to access any or all of the following benefits under the terms of the applicable collective bargaining agreement (CBA) or law:
 - a. Alternative assignment for work/services which may be provided from home, if available (see paragraph 11 below);
 - b. 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;
 - c. Leave for illness, injury or emergency;
 - d. Personal leave and/or vacation leave after all other leaves are exhausted and
 - e. Unpaid leave of absence.

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 choose to access any or all of the following benefits under the terms of the applicable collective bargaining agreement (CBA) or law:

- a. Alternative assignment for work/services which may be provided from home, if available (see paragraph 11 below);
- b. 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;
- c. 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;
- d. Leave for illness, injury or emergency;
- e. Personal leave and/or vacation leave after all other leaves are exhausted and
- f. Unpaid leave of absence.

7. **Employees Who Cannot Wear a Mask 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 mask, may choose to access any or all of the following benefits upon presentation of appropriate documentation from the employee's health care provider and under the terms of the applicable collective bargaining agreement (CBA) or law:

- a. Alternative assignment for work/services which may be provided from home, if available (see paragraph 11 below);
- b. Leave for illness, injury or emergency;
- c. Personal leave and/or vacation leave after all other employer-provided leaves are exhausted
- d. Unpaid leave of absence; and
- e. Other accommodations identified through the interactive process of the Americans with Disabilities Act (ADA) and the Washington Law Against Discrimination (WLAD).

8. **Employees Who Choose to Not Wear a Mask 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 mask, but nevertheless does not wish to do so, may choose to access any or all of the following benefits under the terms of the applicable collective bargaining agreement (CBA) or law:

- a. Personal leave and/or vacation leave
- b. Unpaid leave of absence.
- c. Resignation

9. **Employees Who Otherwise Choose to Not Work at a District Work Site Due to Concern for Safety:** Employees who allege their workplace is unsafe are encouraged to immediately report their concerns to their supervisor and/or the workplace safety committee. 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 choose to access any or all

of the following benefits under the terms of the applicable collective bargaining agreement (CBA) or law:

- a. Alternative assignment for work/services which may be provided from home, if available (see paragraph 11 below);
- b. Personal leave and/or vacation leave
- c. Unpaid leave of absence.

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.

10. **Alternative Work Assignments Provision One:** When an employee's regular 2020-21 assignment requires work/services at a District work site and the employee cannot work at a District work site on a temporary basis due to conditions under paragraphs 1, 2 or 3 above, the District will attempt to accommodate these circumstance 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:
 - a. Employees who hold the appropriate training, licensing, classification or other qualifications for the position;
 - b. Employees with COVID-19/suspected COVID-19;
 - c. Employees quarantined due to possible exposure to COVID-19; and
 - d. Employees caring for someone with COVID-19/suspected COVID-19;
 - e. High-risk employees or employees with a high-risk individual in the employee's household;
 - f. Employees with children impacted by school or child care provider closure;
 - g. Employees who cannot wear a mask or other required PPE as provided under paragraph 7; and
 - h. Employees who choose not to work at a District work site due to concern for safety.

If two (2) or more employees qualify for a temporary assignment under the priorities above, the District will award the assignment on the basis of seniority.

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:
 - a. 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;
 - b. Such employee may only be assigned to perform work for which the employee is appropriately trained, licensed (if applicable) and prepared to perform;

- c. Such assignment shall not, without the employee's agreement, exceed the hours normally assigned to such employee;
- d. Such employee shall be paid the regular salary, wages and benefits the employee would receive from the employee's normal assignment;
- e. Such employee's temporary assignment may not result in displacing any other employee performing services within their regular job description;
- f. If employees are assigned job duties associated with job classifications with a higher rate of pay than the employee's rate of pay the employee will receive the higher rate of pay;
- g. 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;
- h. The temporarily reassigned employee retains a right to return to the employee's original assignment upon 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
- i. This provision applies exclusively to the assignments and job duties of PSE represented employees, unless agreed to by other bargaining units. PSE 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).

12. **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.

13. **Additional Health & Safety Measures:**

District wide health and safety protocols will be designed to comply with guidance of all applicable public health agencies. Strict compliance with all relevant District safety and health rules will be an essential function of each employee's job. Effective as of the date of this MOU, Franklin Pierce Schools District Health and Safety Protocols are described in each location's Franklin Pierce School District Safety Plan for COVID-19.

All employees required to wear face masks will be provided face masks. In addition, surgical disposable masks and plastic face shields will be provided if requested by the employee. An employee with a medical or disability issue that prevents them from wearing a face covering or mask must provide the District with an accommodation statement from a medical professional specifying that a face covering or mask cannot be

worn due to the employee's present health condition. The District will make every effort to make the mask accommodation within the guidelines provided by Labor and Industries. No employee in a high-risk category as indicated by the Governor's proclamation and the CDC shall be required or expected to assist with health screenings or work in an environment where students are not able or willing to wear face masks and to maintain physical distancing of a least six feet.

Employees who are required to have daily interactions with other staff, students, or members of the public in school offices and other similar situations e.g. cashiering during lunch time shall have the option of having plastic partitions added in their workspace.

The District will follow L&I guidelines to identify what level of PPE employees require to facilitate workplace health and safety. The District will advise each employee on how to request additional PPE.

Employees assigned to a work environment where students are not able or willing to wear face masks and to maintain physical distancing shall receive PPE appropriate for the level of risk associated with that work environment consistent with DOH, L&I and CDC guidelines.

Isolation or Safe Rooms: Staff that supervise students in isolation or safe rooms will be provided medical grade PPE as indicated by DOH, L&I and CDC.

Health Screenings: The District will provide appropriate PPE and training to all staff assisting with Health Screenings as indicated by DOH, L&I and CDC.

14. Additional Alternate Work Assignment Provisions:

Employees working remotely will be provided all tools and resources necessary to successfully work remotely, such as wi-fi, computers with a camera, printers, scanners, etc.

Employees will be trained in the technological platform(s) necessary to complete assigned tasks as soon as practicable once the assignment is made (i.e., Canvas, Teams, Google Classroom, Zoom, Dojo, or Really Great Reading).

Employees assigned to work primarily in an online learning setting will have the ability to contact tech support during their working hours.

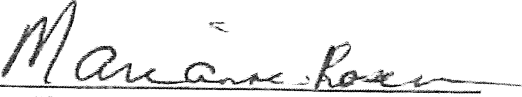
Employees requested to make calls from home will be provided access to a District mobile phone or District account to call a student.

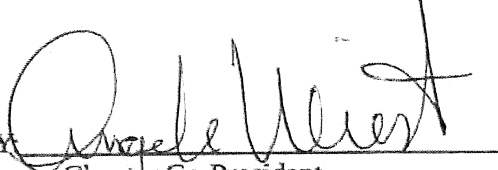
Employees who need to take a day off work for non-COVID related reasons (sick, vacation, personal, etc.) shall follow District procedures in requesting or taking the time.

This Memorandum Of Understanding shall become effective upon signature of both parties, and shall remain in effect for the 2020-2021 school year.

PUBLIC SCHOOL EMPLOYEES
OF WASHINGTON/SEIU 1948

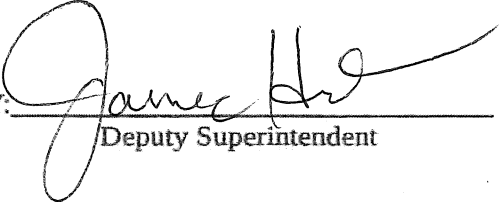
FRANKLIN PIERCE
SCHOOL DISTRICT

BY: 
Chapter Co-President

BY: 
Chapter Co-President

DATE: 9-1-2020

DATE: 9-1-2020

BY: 
Deputy Superintendent

DATE: 1 SEPT 2020