15. Employees should have the opportunity to substitute within their own classification over outside candidates/substitutes.

16. Employees who have lost hours shall receive vacation, personal and sick leave accrual based on the 2019-2020 school year contracted time.

17. Out of bargaining unit work (i.e. Transportation to Nutrition Services, etc.) will not be supplanted by another bargaining unit until all hours are restored and employees become whole.

18. Notification of change in shift timely as per CBA.

Should any other conditions impact the working conditions of employees this MOU does not negate the right to bargain such impacts.

This Memorandum of Understanding shall become effective upon signature of both parties and shall remain in effect until the last day of the 2020-2021 school year unless there is a change in guidance from the Department of Health that impacts schools.

PUBLIC SCHOOL EMPLOYEES
Of WASHINGTON/SEIU LOCAL 1948

KENNEWICK TRANSPORTATION CHAPTER

BY: Ryan Peterson, Chapter President
DATE: 9/11/2020

KENNEWICK SCHOOL DISTRICT #17

BY: Toni Neidhold, HR Director
DATE: 9/11/2020
limited circumstances also have recourse through the Department of Labor & Industries under WAC 296-36-150.

6. All employees required to wear face masks as defined by the Department of Labor and Industries. If employees do to have a disposable face mask the District will provide one to them. In addition, surgical disposable masks and plastic face shields will be provided if requested by the employees, so long as it meets the requirements for safety by DOT, DOH or similar agency. The employee must notify the District shall they need a special mask accommodation. The District will make every effort to make the mask accommodation.

7. While transporting students the following guidelines as outlined by OSPI will be followed:
   - Maximize outside air and keep window open as much as possible.
   - All riders and staff must wear a cloth face covering.
   - Clean and disinfect frequently touched surfaces.
   - Keep riders as far apart as possible on the bus.

   (N95 mask information, not legal to wear unless in the medical field)

8. If an employee requires higher levels of PPE to ensure their safety, the District will make every effort to provide that PPE. The employee should contact their supervisor when making the request.

9. Employees requested to make calls from home will be provided the tools to make calls using a district approved program protecting employees personal contact information.

10. 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.

11. The District and employees will abide by social distancing guidelines of six (6) feet as well as guidelines regarding the limit of number of people in a room, this excludes students.

12. Employees will be required to provide a COVID-19 attestation each day they report to work and allowed worktime to complete the attestation.

13. Transportation duties shall consist of modified routes for the purpose of transporting Tier 3 Special Education students, self-contained autism classroom students, high risk for remote learning assistance, student meals and student supplies. Seniority shall be used in determining route selection. A bid will be conducted for a full package, but drivers and attendants will be paid for AM and PM routes until middays or additional time are needed. Trip and cover driver positions will be bid at reduced hours until trips resume. Drivers will be permitted to choose between being paid over 10 months or 12 months as usual and will be able to change that decision one time during the school year. Transportation staff with have the option of participating in the Shared Work program offered through the Employment Security Department until their positions become whole.

14. As hours are returned, it shall be by seniority within each classification. Any extra time will be offered by seniority.
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.
b. Leave for illness, injury, or emergency.
c. Personal leave and/or vacation leave after all other leaves are exhausted.
d. Unpaid leave of absence.
e. Other accommodations identified through the interactive process of the Americans with
   Disabilities Act (ADA) and the Washington Law Against Discrimination (WLAD).
f. Unemployment benefits if all other options are exhausted.

3. Alternative Work Assignments Provision – Temporary:

When an employee’s regular 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, 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. However, remote
assignments may not be possible for all employees. 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, endorsement, or other
   qualifications for the position.
b. Employees quarantined due to possible exposure to COVID-19.

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.

4. All employees, students and building visitors shall be required to wear a face covering or face
   shield while at the worksite. Exceptions shall include:

a. Those with a disability that would prevent them from comfortable wearing or removing a
   face covering.
b. Those with respiratory conditions that would prevent wearing face covering, or trouble
   breathing.
c. Those who are deaf or hard of hearing and use facial and mouth movements as part of
   communication.
d. Those advised by a medical professional that wearing a face covering may pose a risk to
   that person.
e. The District shall provide disposable face coverings for all employees and students;
   however, employees may choose to wear their own face covering.
f. Employees working with students who cannot wear a face covering for the reasons
described above shall be provided all appropriate personal protective equipment (PPE), as
described by L&I, DOH and the CDC.

5. 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
MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING SETS FORTH THE FOLLOWING AGREEMENT BETWEEN PUBLIC SCHOOL EMPLOYEES OF WASHINGTON/SEIU LOCAL 1948 KENNEWICK TRANSPORTATION CHAPTER AND THE KENNEWICK SCHOOL DISTRICT PURSUANT TO ARTICLE XXIII, SECTION 23.3. OF THE CURRENT COLLECTIVE BARGAINING AGREEMENT.

The parties agree to the following 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.

For the month of September only: The District will allow employees taking FFCRA leave at 2/3 pay to use their own accrued leave (including vacation, personal, sick) in no particular order or shared leave if applicable by law, to keep their pay whole, the 1/3 difference.

The District maintains the original leave provisions as authorized through the Families First Coronavirus Response Act.

1. Employee Leaves Related to COVID-19:

   Under the Families First Coronavirus Response Act (FFCRA) employees are entitled to up to two weeks (80 hours, or a part-time employee’s two-week equivalent) of paid sick leave based on their regular rate of pay.
   - 100% for qualifying reasons a, b, and c below, up to $511 daily and $5,110 total;
   - 2/3 pay for qualifying reasons d and e below, up to $200 daily and $2,000 total; and
   - Up to 12 weeks of paid sick leave and expanded family and medical leave paid at 2/3 for qualifying reasons below for up to $200 daily and $12,000 total.

   Reasons for taking this leave may include:

   a. Federal, State, or local quarantine order related to COVID-19.
   c. Experiencing COVID-19 symptoms and are seeking a medical diagnosis.
   d. Caring for an individual subject to an order described in (a) or self-quarantine as described in (b).
   e. Caring for dependent child whose school or place of care is closed due to COVID-19 related reasons.
   f. Experiencing any other substantially similar condition specified by the U.S. Department of Health and Human Services.

   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.

2. 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