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

15. 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.

16. Employees who need to take a day off work for non-Covid-19 related reasons (sick, vacation, personal, etc.) shall follow District procedures in requesting or taking the time.

17. 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.

18. Employees will be required to provide a COVID 19 attestation each day they report to work.

19. Education Support Professional Duties will be provided on site supporting teachers and students in the Tier 3 programs, copy, collate and disseminate educational support materials, small group work through remote learning support and other duties as assigned by the supervisor. Job duties may be performed at an alternative job site at the same level (Primary/Secondary) than currently assigned based on educational needs. Every effort will be made to keep the job site in the general area of their regular job site (East, Central, West). Employees will not be asked to work in Life skills, Autism and Tier 2 programs to which they are not qualified or properly trained (such as CPI, etc.). Should the District need to move an employee to a different building, volunteers will be requested first and then by least seniority.

20. During remote learning, all Education Support Professionals will be required to work a full workday following their regular contracted time.

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 KAESP CHAPTER

BY: Brandy Co-Chapter President
Brandy Strait

BY: Melanie Stong, Co-Chapter President
Melanie Stong

DATE: 9-11-2020

KENNEWICK SCHOOL DISTRICT #17

BY: Toni Neidhold, HR Director

DATE: 9/11/2020

Memorandum of Understanding (Reopening 20-21SY)
Kennewick KAESP/Kennewick SD #17

September 1, 2020
Page 4 of 4
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 limited circumstances also have recourse through the Department of Labor & Industries under WAC 296-36-150.

6. All employees required to wear face masks will be provided cloth/disposable face masks. In addition, plastic face shields will be provided if requested by the employee, 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. No employee shall be required or expected or work in an environment where students are not able or willing to wear face masks and to maintain physical distancing of at least six feet. An exception will be for those staff working directly with Tier 3 students. The District will follow the daily attestation guidelines and provide medical grade PPE, if available to our staff to ensure their safety.

8. Employees who are required to have daily interactions with people in school offices and other similar situations e.g. cashing during lunch time shall have the option of having plastic partitions added in their workspace, to the extent feasible.

9. 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.

10. Isolation or Safe Rooms/Triage:
    No bargaining unit member, other than a para educator on occasion when a nurse is unavailable, will be required to supervise students in isolation or safe rooms where students will be sent that have Covid-19 symptoms until a parent arrives to take their child home. Staff that supervise students in isolation or safe rooms will be provided medical grade PPE as indicated by DOH, L&I and CDC. The duties of the paraeducator are simply to supervise, outside the room, until a parent or guardian is able to pick up the student.

11. Employees shall receive a higher rate of pay if requested to work in a higher classification/position. Employees shall not suffer a loss in pay if requested to work in a lower paying position/classification.

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

13. Employees will be provided training to support teachers prior to being assigned the task i.e. Google Classroom, APEX Learning, Zoom, See-Saw, Canvas, or Really Great Reading, etc.
Per the CBA return to work rights shall be followed per Section 9.5.1.

Employees who exhaust all available leaves may request a leave of absence as described in Section 9.5 of the CBA.

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 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.
MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING SETS FORTH THE FOLLOWING AGREEMENT BETWEEN PUBLIC SCHOOL EMPLOYEES OF WASHINGTON / SEIU LOCAL 1948 KENNEWICK (KAESP) CHAPTER AND THE KENNEWICK SCHOOL DISTRICT #17 PURSUANT TO ARTICLE XVIII, SECTION 18.1 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 or sick) in no particular order or shared leave if applicable by law, to keep their pay whole, the 1/3 difference. In addition, for those taking leave under e, they may request to use this leave intermittently (full day increments). Intermittent leave should be communicated to the supervisor in advance. The parties agree to re-visit this situation prior to October 1st to discuss whether or not this option may be extended.

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.

When an employee is directed by the employer (in consultation with the county health department) to stay home from work due to a COVID-related issue at the work site, they will not be charged any leave for the days that the employer says to stay home.

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.