

Memorandum of Understanding
Between Franklin Pierce Schools (District) and
Franklin Pierce Education Association (FPEA), Public School Employees/SEIU
1948 (PSE), International Union of Operating Engineers 302 (IUOE), Teamsters
Local Union 313, Franklin Pierce Education Support Personnel (FPESP)

Franklin Pierce Schools and the Associations listed above share in maintaining the health and safety of our Franklin Pierce Schools community;

Whereas COVID-19 continues to create public health concerns and the Office of the Superintendent of Public Instruction, the Office of the Governor, and state and local Departments of Health have issued guidance and requirements for the 2022-23 school year;

And whereas it is the duty of the District to provide safe and equitable learning conditions for students and staff the parties agree to the following:

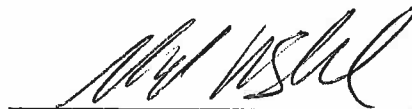
1. Employees with COVID-19/Suspected COVID-19: Employees who have been diagnosed with COVID-19, or are experiencing symptoms of COVID-19 and are seeking a medical diagnosis, may not come to work at a District worksite and may access any or all of the following benefits as legally applicable under the terms of collective bargaining agreements or law:
 - a. Employee's own accrued leave (such as sick, personal, and vacation leave)
 - i. If an employee has less than 60 hours of sick leave at the time they receive a positive COVID-19 test, they will be granted emergency-covid leave for the required five (5) day positive test isolation/quarantine period. This leave is only available for as long as state or local health departments requires isolation/quarantine following a positive test. Access to this leave requires using the 2022-23 COVID leave form (found on DORA) with positive test documentation attached.
 - b. Washington Paid Family Medical Leave (PFML) – as determined by that state program
 - c. Worker's compensation – as determined by the Worker's Compensation Trust
 - d. Family Medical Leave Act – as determined by legal eligibility requirements
 - e. Long-term disability – as determined by provider
 - f. Unemployment benefits – as determined by the WA State Employment Security Department
2. The District will follow the guidance and requirements from the entities stated above in regard to testing, masking, and notifications.

3. The District will provide masks for staff as supplies allow.
4. COVID-19 vaccines will continue to be a term of employment and will be required as long as the mandate exists. Compliance with all COVID related health and safety requirements will continue to be a condition of employment. This includes those conditions required to grant a medical or religious based exemption.
5. This MOU is in effect from September 1, 2022 through August 31, 2023 or until the isolation/quarantine requirements are lifted, whichever occurs first. If isolation/quarantine requirements are re-instated during the 2022-23 school year, this agreement will become in effect again while the requirement is in place. In the event of other legislative or regulatory changes impacting this MOU, the parties shall meet to bargain the impacts upon request within five (5) days of the date the changes are released. All terms and conditions of each Collective Bargaining Agreement shall remain in full force and effect for each union unless specifically modified by this MOU. This MOU 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.

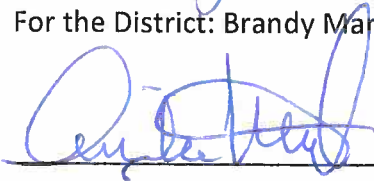
This MOU may be reopened by mutual agreement between the district and any or all of the union groups represented on this MOU.



For the District: Brandy Marshall



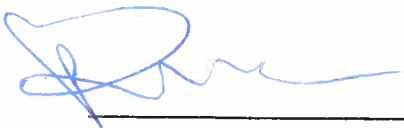
For FPEA: Kevin Marshall



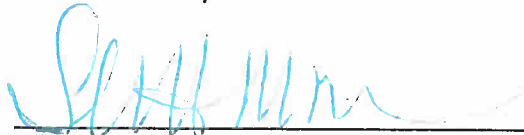
For PSE: Angela Wiest



For IUOE: Evelyn Boschee



For Teamsters: Brian Kuni



For FPESP: Sheryl Moore