

MEMORANDUM OF UNDERSTANDING

THE PURPOSE OF THIS MEMORANDUM OF UNDERSTANDING IS TO SET FORTH THE FOLLOWING AGREEMENT(S) BETWEEN PUBLIC SCHOOL EMPLOYEES OF WASHINGTON/SEIU LOCAL 1948 FEDERAL WAY E-START CHAPTER AND THE FEDERAL WAY SCHOOL DISTRICT #210. THIS AGREEMENT IS ENTERED INTO PUSUANT TO ARTICLE XVIII, SECTION 18.3 OF THE CURRENT COLLECTIVE BARGAINING AGREEMENT.

Given that FWPS, following the executive order by Governor of the State of Washington, has closed schools beginning March 16, 2020 and, by governor's order, continues to support students through extended learning; meals; and child care for first responders, health care professionals, and other essential service workers; the parties agree to the following:

1. **Pay:** All permanent staff covered by Collective Bargaining agreements (CBA) represented by Public School Employees (PSE) will continue to be paid for regular hours through the period of closure due to COVID-19 during the 2019-20 fiscal year.

2. **Work During COVID 19 School Closure:** All employees will do available training and work at the appropriate and available location and times during this period of closure as coordinated with the supervisor. The services of certain employees and employee groups will be needed on site by the District, following current federal, state, and local health guidelines. Employees not needed on site will be asked to perform certain services and training at home, as coordinated with the supervisor. Employees who are not needed on-site or to perform services at home will be placed on call (home assignment) during their regularly scheduled working hours. Employees who are on call (home assignment) will follow these guidelines:
 - a. Employees will check email daily. The frequency and timing of when they are available to respond to email is in conjunction with the employee's regularly scheduled workday.
 - b. Employees will be expected to remain available for phone calls with their supervisor/District or colleagues during regularly scheduled working hours.
 - c. It is understood that as the situation evolves, additional work from home or on-site may be required of employees who are assigned to their homes. The District will communicate openly with the Association about the nature of this work as it is anticipated. It is recognized, per guidance from OSPI, that this work "will require flexibility and may necessitate paid staff to perform different duties than they are normally assigned." The District and Association will collaborate in good faith to address any concerns about the impacts of these changes.
 - d. Employees who need to be released from all duties on a particular day, for reasons not related to COVID-19, such as for being out of the area, need to take leave under their CBA in the same manner as during regular operations (sick leave, personal leave, etc.)

- e. Employees who work at District sites or at home will not work beyond their regularly scheduled hours without advance authorization. Work schedules may be flexed by agreement of the employee and supervisor as long as the total number of weekly work hours does not exceed the employee's normal schedule.
3. **Making up lost instructional days and time:** If the District needs to add days to the student calendar, employees who work less than 260 days per year will have their work calendar adjusted so that their annual pay is not affected.
 4. **Accommodations for employees in a high-risk category:** Employees that fall into one of the high-risk categories as identified by current King County Department of Health guidelines (adults aged 60 and older, pregnant, people with documented medical conditions or treatments that cause weakened immune systems, etc.). who are required to report to a worksite, will work with the HR accommodation specialist, Janet Hodson, to make reasonable accommodation, such as an alternate site, schedule, or duty.
 5. **Leave:** The following available ten (10) days of leave taken as a result of the COVID-19 closures shall be treated as a separate leave allowance that is specific and unique to the current public health crisis. Employees on such leave may be assigned home-based work to the same extent as other staff assigned to their homes during school closure, as outlined in Section 2 above, unless they are experiencing incapacity to work due to illness or care for others. No personal, sick or unpaid leave will be deducted from employee leave banks for up to ten (10) days of leave under the following conditions:
 - a. If an employee is directed by a health professional or agency to be quarantined for 14 days, either because of close contact with a person who has had a lab-confirmed case of COVID-19 or because they have tested positive for COVID-19.
 - b. If an employee follows documented guidance issued by a medical or public health official to isolate or quarantine themselves as a result of exposure to COVID-19.
 - c. If an employee falls into one of the high-risk categories as indicated in section 5 above who are required to report to a worksite and for whom reasonable accommodation as listed in section 4 cannot be made.

Employees needing leave beyond the ten (10) days may be eligible for additional available leaves and should check with the HR leave specialist at hrleaves@fwps.org for more information.

6. **Evaluations:** Evaluations for the 19-20 school year will be sent out to the employee via their work email. Given the current restrictions regarding meeting in person, employees requesting to discuss their evaluations shall reach out to their supervisors to schedule a time to discuss it via phone or video conferencing. Requirements for signatures on evaluations during this closure can be satisfied by an email response.

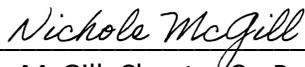
7. **Probationary Periods:** Probationary periods for all employees shall be temporarily suspended during this closure. Probationary periods will be resumed where they left off when school resumes normally.

This agreement is in effect through the COVID-19 closure during the 2019-20 fiscal year. If school closure is extended beyond this date or if additional concerns need to be addressed, the parties agree to reconvene and discuss impacts.

PUBLIC SCHOOL EMPLOYEES OF
WASHINGTON/ SEIU Local 1948

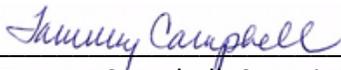
FEDERAL WAY E-START CHAPTER

BY: 
Nikki Lorberau, Chapter Co-President

BY: 
Nichole McGill, Chapter Co-President

DATE: _____

FEDERAL WAY SCHOOL DISTRICT

BY: 
Dr. Tammy Campbell, Superintendent

BY: 
David Brower, Chief Human Resources Officer

DATE: 4/28/2020