

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 AUBURN PSEA CHAPTER AND THE AUBURN SCHOOL DISTRICT NO. 408. THIS AGREEMENT IS ENTERED INTO PURSUANT TO ARTICLE XVIII, SECTION 18.3 OF THE CURRENT COLLECTIVE BARGAINING AGREEMENT.

The parties agree that circumstances have required that the District moves to a distance learning phase for student as a result of the nationwide pandemic COVID-19. Due to this extraordinary circumstance the parties agree to the following:

- **Pay and Benefits:** The expectation for employees in the district is that job duties continue to be completed and that pay will continue accordingly. Employee benefits will continue to be administered through the SEBB program and SEBB program requirements and minimum thresholds will remain in effect in determining qualification for such benefits. In-service hours (including flex hours) are allowable during the duration of this MOU.
- **Paraeducator, Family Engagement Liaisons and ECEAP Work Assignments:** Paraeducators (with the exception of Culinary Arts Paraeducators) and Family Engagement Liaisons have the option to work from home or from the building during the distance learning phase. ECEAP employees may choose to work either remotely or onsite. If an employee in this category chooses to work from home they would have the expectation that they have proper internet connection and computer equipment to complete their job as if they were working in the building. For those employees who do not have the appropriate access to technology at home, they can make arrangements with their building principal or supervisor for a work space in the building. Human Resources reserves the right to require employees to work in the building if they are not found to be responsive to emails or are not attending meetings as directed. Work from home shall mean working at their local residence and shall not be interpreted to mean any locations or residences that they may own in other parts of the country. An employee must be within commuting distance if called to the building.
- **Reasonable Notice:** The district will provide reasonable notice whenever possible if an employee who is able to work from home is required to work on-site.
- **Health Tech Paraeducators:** Because of the nature of their work with student records, health tech paraeducators will be allowed to work a rotating schedule consisting of a blend of in office hours and at home work if they choose in conjunction with supervisor approval.
- **Culinary Arts Paraeducators:** Because of the nature of their work culinary arts paraeducators will work on site.
- **Extra Work Assignment Related to Distance Learning:** The district may be in need of extra assistance August 31 through September 8th to distribute items during the “Family Pick Up” week. Buildings who are in need of assistance will communicate with their employees of the need and how many staff members are needed. Paraeducators who have additional work available as

described in “Section 7.14.1” of the PSEA bargained agreement, may shift all or part of those hours to the week of August 31 through September 8th to assist with the “Family Pick Up”, however they shall only work the amount of hours up to their regular shift and will not be subject to Labor Day Holiday pay.

- **All Other PSEA Member Work Assignments:** All other PSEA members shall continue to work on-site.
- **Increased Risk and Might Be at Increased Risk Categories:** Employees who are considered by the Center for Disease Control (CDC) to be within “increased risk” or “might be at increased risk” categories can request accommodation through the ADA accommodation process. Employees who self-identify as one of these categories shall make a request through the Human Resources Department. Human Resources will work with members who fall into this category through the ADA accommodation process. (Click here for CDC guidelines)
- **Health and Safety of On Site Staff:** The Auburn School District will adhere to safety protocols as established by the Centers for Disease Control and the Washington State Department of Health. Safety recommendations and protocols will be provided to employees by the district. (Click here for Washington State DOH Health and Safety guidelines)
- **COVID-19 Leave & EFMLA:** Employees may be eligible for COVID-19 leave and Extended Family Medical Leave that has been made available through December 31, 2020 by the federal government under the Families First Coronavirus Response Act (FFCRA). The COVID-19 leave grants 2 weeks of paid leave separate from any other paid leave previously accrued. Additionally, the Extended Family Medical Leave Act (EFMLA) would grant employees up to 12 weeks of additional leave paid at 2/3’s the employee’s regular pay. EFMLA can also be supplemented up to the employee’s regular pay using accrued sick leave. Employees will be eligible under the following conditions: (Click here for ASD Covid Leave Information)
 - 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 is unable to work due to having a school age child and is unable to find appropriate childcare.
- **Suspended Sections:** The following sections shall be suspended for the duration of this MOU:
 - a. Section 7.2.1 (Work Shift Change) of the PSEA Bargained Agreement
- **Duration:** Due to the changing nature of this pandemic, the parties agree to re-open this agreement due to unforeseen issues that arise as a result of this MOU, as well as further direction from our Governor.

This MOU is in effect for the 20-21 school year during the distance learning phase and/or as long as both parties agree. This MOU is not precedent setting and is intended to address only the specific and unprecedented health emergency presented by COVID-19. Neither party may cite

this MOU or introduce it into evidence in any future arbitration or other legal action, other than one to interpret or enforce this agreement.

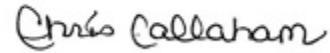
PUBLIC SCHOOL EMPLOYEES
OF WASHINGTON/SEIU LOCAL 1948

PUBLIC SCHOOL EMPLOYEES
OF AUBURN – PSEA

AUBURN SCHOOL DISTRICT #408



BY: _____
Kal Gallion, Chapter President



BY: _____
Chris Callaham
Executive Director, Human Resources

DATE: 8/21/20

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