

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING SETS FORTH THE FOLLOWING AGREEMENT BETWEEN THE AUBURN SCHOOL DISTRICT AND THE AUBURN PROFESSIONAL AND TECHNICAL EMPLOYEES ASSOCIATION.

The parties agree that circumstances have required that the District moves to a distance learning phase for students 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.
- **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.

Work: The parties recognize that buildings will need to be open to the public and to employees during the Distance Learning phase. Employees who position or distance learning phase work requires them to be in the building will work with their supervisors to coordinate their schedule. To minimize the spread of COVID-19 and the number of staff members in the building, certain professional-technical positions that could complete their work in part by telecommuting may have the option to work a rotational schedule during normal building hours blending telecommuting and on site work. The schedule will be developed by the building/department supervisor to address necessary coverage. If an employee in this category has approval to telework there is the expectation that they have proper internet connection and computer equipment to complete their job as if they were working in on-site. For those employees who do not have the appropriate access to technology at home they should work on-site. The district reserves the right to require employees to work in on-site if they are not found to be responsive to completing their work 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 work on-site. Employees who position or distance learning phase work requires them to be in the building will work with their supervisors to coordinate their schedule.


- Shift change language will be suspended during the duration of this MOU.
- **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.

Dated this 20th day of August, 2020.

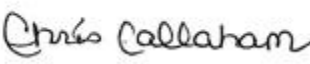
FOR PROFESSIONAL AND

TECHNICAL EMPLOYEES

BY: 

Cindi Battram, President

FOR AUBURN SCHOOL DISTRICT


BY: _____
Chris Callaham, Executive Director of
Human Resources