

MEMORANDUM OF UNDERSTANDING
Between the
PUBLIC SCHOOL EMPLOYEES OF RIVERVIEW
and the
RIVERVIEW SCHOOL DISTRICT NO.407

**Agreement Regarding Terms of Employment and
Delivery of District Services Impacted by the COVID-19 Crisis**

The District and Association agree upon this Memorandum amidst the COVID-19 pandemic in order to resolve questions regarding employment and District services in this unprecedented time.

For the 2020-21 school year, the Riverview School District is planning a sustainable and flexible online/remote-only instructional model for most students. There are also potential stages for in-person/online hybrid models that would allow education to pivot at any time between remote, hybrid and in-person learning. These stages will be determined by the impacts of a changing health situation, available resources, and direction from OSPI, our Governor and our Health Department(s). As the public health situation continues to evolve, the District and the Public School Employees of Riverview will continue to work together to renegotiate these models. Our model of reopening schools, including all potential hybrid learning models, will prioritize the health and safety of our students, staff and entire district-community, positive and justice-driven educational outcomes, the social-emotional needs of students and staff, the preservation of jobs for our employees and thoughtful financial stewardship.

1. **Safety and Health:** District wide health and safety protocols will be designed to comply with guidance of all applicable public health agencies. Strict compliance with all relevant District safety and health rules will be an essential function of each employee's job. Effective on the date of this MOU, the Riverview School District Safety and Health Protocols are described in Appendix A.
2. **Compensation:** Employees on continuing assignments will continue to be compensated under the terms of the Collective Bargaining Agreement as a result of the school closure(s) related to Coronavirus/COVID-19, with an intent to preserve the jobs for our employees. In the event of a furlough of represented employees, the District will comply with SEBB's employer contribution statutes and rules. The parties further agree that if changes in enrollment or funding formulas drive the need for a furlough, that they will meet to negotiate the impacts of said reductions.
3. **Leaves:** 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.

- a. **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 work site and may access any or all of the following benefits under the terms of the applicable collective bargaining agreement (CBA) or law:
- i. Emergency Paid Sick Leave (EPSL) under the federal Families First Coronavirus Response Act (FFCRA), with supplementation up to the employee's regular daily salary by (a) paid administrative leave if the quarantine was due to reported exposure at a District work site; or (b) other paid leaves identified below if the quarantine was due to reported exposure elsewhere;
 - ii. other paid leaves identified below;
 - iii. Leave for illness, injury or emergency;
 - iv. Shared leave consistent with Chapter 392-136A WAC;
 - v. Personal leave;
 - vi. Washington Paid Family Medical Leave (PFML);
 - vii. Worker's compensation (Under certain circumstances, claims from health care providers and first responders involving COVID-19 may be allowed. Other claims that meet certain criteria for exposure will be considered on a case-by-case basis.)
 - viii. Family Medical Leave Act (unpaid leave except for continued health insurance benefits);
 - ix. Unpaid leave of absence for the period of the temporary disabling condition;
 - x. long-term disability benefits; and
 - xi. Unemployment benefits.

If after accessing all of these benefits an employee has no option other than an unpaid leave, the District and Association shall meet to discuss other paid leave options.

- b. **Employees Quarantined Due to Possible Exposure to COVID-19:** Employees **who** have been advised by a public health agency to quarantine at home due to possible exposure to COVID-19 may not come to work at a District work site and may access any or all of the following benefits under the terms of the applicable collective bargaining agreement (CBA) or law:
- i. Alternative assignment for work/services which may be provided from home, if available (see paragraph (j) below);
 - ii. EPSL with supplementation up to the employee's regular daily salary; or by (a) paid administrative leave if the quarantine was due to reported exposure at a District work site; or (b) other paid leaves identified below if the quarantine was due to reported exposure elsewhere;
 - iii. Leave for illness, injury or emergency;
 - iv. Personal leave;
 - v. Worker's compensation (Under certain circumstances, claims from health care providers and first responders involving COVID-19 may be allowed.

Other claims that meet certain criteria for exposure will be considered on a case-by-case basis.)

- vi. Paid administrative leave if the employee has exhausted all available leaves options, an alternative work assignment for work/services provided at home is unavailable, and the quarantine was due to reported exposure at a District work site;
- vii. Unpaid leave of absence for the period of the quarantine; and
- viii. Unemployment benefits.

c. Employees Caring for Someone with COVID-19/Suspected COVID-19:

Employees who are caring for an individual who is subject to quarantine because that individual has been diagnosed with COVID-19, or is experiencing symptoms of COVID-19 and is seeking a medical diagnosis, may not come to work at a District work site and may access any or all of the following benefits under the terms of the applicable collective bargaining agreement (CBA) or law:

- i. Alternative assignment for work/services which may be provided from home, if available (see paragraph j below);
- ii. EPSL with supplementation up to the employee's regular daily salary if the employee's salary exceeds the statutory EPSL cap (\$200/day) by other paid leaves identified below;
- iii. Leave for illness, injury or emergency;
- iv. Shared leave consistent with Chapter 392-136A WAC;
- v. Personal leave;
- vi. Washington Paid Family Medical Leave (PFML);
- vii. Family Medical Leave Act (unpaid leave except for continued health insurance benefits);
- viii. Unpaid leave of absence for the period of time the employee is unable to come to work at a District work site; and
- ix. Unemployment benefits.

d. Higher Risk Employees:

Employees who are at higher risk of severe illness or death from COVID-19 as that term is defined by the Governor's proclamation may choose to come to work at a District work site when required by the employee's assignment or may choose to access any or all of the following benefits under the terms of the applicable collective bargaining agreement (CBA) or law:

- i. Alternative assignment for work/services which may be provided from home, if available (see paragraph j below);
- ii. EPSL with supplementation up to the employee's regular daily salary or by other paid leaves identified below;
- iii. Leave for illness, injury or emergency;
- iv. Personal leave;
- v. Unpaid leave of absence for the 2020-21 school year; and
- vi. Unemployment benefits.

e. Higher Risk Individual in the Employee's Household:

Employees who themselves are not at higher risk but have someone in the household who is at

higher risk of severe illness or death from COVID-19 as that term is defined by the Governor's proclamation may choose to come to work at a District work site when required by the employee's assignment or may choose to access any or all of the following benefits under the terms of the applicable collective bargaining agreement (CBA) or law:

- i. Alternative assignment for work/services which may be provided from home, if available (see paragraph j below);
- ii. EPSL with supplementation up to the employee's regular daily salary if the employee's salary exceeds the statutory EPSL cap (\$200/day) by other paid leaves identified below;
- iii. Leave for illness, injury or emergency;
- iv. Personal leave; and
- v. leave of absence for the 2020-21 school year.

f. **Employees with Children Impacted by School Closure:** An employee who must care for the employee's child because of a school closure or unavailability of the care provider due to COVID-19 precautions may choose to come to work at a District work site when required by the employee's assignment or may choose to access any or all of the following benefits under the terms of the applicable collective bargaining agreement (CBA) or law:

- i. Alternative assignment for work/services which may be provided from home, if available (see paragraph j below);
- ii. EPSL with possible supplementation up to the employee's regular daily salary if the employee's salary exceeds the statutory EPSL cap (\$200/day) by other paid leaves identified below;
- iii. Emergency Family and Medical Leave (EFML) under the FFCRA (partially unpaid, and partially paid at 2/3 regular wages up to a maximum of \$200/day) with possible supplementation up to the employee's regular daily salary by other paid leaves identified below;
- iv. Leave for illness, injury or emergency;
- v. Personal leave; and
- vi. Unpaid leave of absence for the 2020-21 school year.

The District will offer childcare options or seek community partners to provide child care to employees.

g. **Employees Who Cannot Wear a Face Covering 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 covering, 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:

- i. Alternative assignment for work/services which may be provided from home, if available (see paragraph j below);
- ii. Leave for illness, injury or emergency;

- iii. Personal leave;
- iv. Unpaid leave of absence for the 2020-21 school year; and
- v. Other accommodations identified through the interactive process of the Americans with Disabilities Act (ADA) and the Washington Law Against Discrimination (WLAD).

h. Employees Who Choose to Not Wear a Face Covering or Other Required PPE:

An employee whose assignment requires work at a District work site and who does not have a documented inability to wear PPE required for the employee's assignment, including but not limited to a face covering, but nevertheless does not wish to do so, may choose to access any or all of the following benefits under the terms of the applicable collective bargaining agreement (CBA) or law:

- i. Alternative assignment for work/services which may be provided from home, if available (see paragraph j below);
- ii. Personal leave; and
- iii. Unpaid leave of absence for the 2020-21 school year.

i. Employees Who Otherwise Choose to Not Work at a District Work Site Due to Concern for Safety: An employee whose assignment requires work at a District work site and who does not fit within the conditions of paragraphs a-h above, may choose to access any or all of the following benefits under the terms of the applicable collective bargaining agreement (CBA) or law:

- i. Alternative assignment for work/services which may be provided from home, if available (see paragraph j below);
- ii. Personal leave; and
- iii. Unpaid leave of absence for the 2020-21 school year.

Employees who allege their workplace is unsafe are encouraged to immediately report their concerns to their supervisor and/or the workplace safety committee or Human Resources. Such employees may in limited circumstances also have recourse through the Department of Labor & Industries under WAC 296-360-150.

j. Alternative Work Assignments Provision One: When an employee's assignment requires work/services at a District work site and the employee cannot, or chooses to not, work at a District work site, or employees who are unable to affirm the daily health attestation to work onsite, or has other extenuating circumstances as outlined in MOU leave language, and the district determines that the employee can perform their responsibilities off-site, may coordinate a change in work site with their building administrator or supervisor. When choosing from among multiple employees for the same available assignment, the District will prioritize employees in the following order:

- i. Employees who hold the appropriate training, licensing, endorsement or other qualifications for the position;
- ii. Employees quarantined due to possible exposure to COVID-19;
- iii. Higher risk employees or employees with a higher risk individual in the employee's household;

- iv. Employees caring for someone with COVID-19/suspected COVID-19;
- v. Higher risk employees or employees with a higher risk individual in the employee's household;
- vi. Employees with children impacted by school closure;
- vii. Employees who cannot wear a mask or other required PPE;
- viii. Employees who choose to not work at a district work site due to concern for safety; and
- ix. Employees who choose to not wear a mask or other required PPE.

If two or more employees have equal priority under the conditions above, the District will use District seniority to make the assignment, when possible. If a remote assignment is created and assigned to an employee, the District will not be required to reassign employees previously awarded such assignments in order to accommodate assignments for other employees whose need for an alternative assignment arises later in the school year.

- k. **Alternative Work Assignments Provision Two:** To maximize the District's options for meeting the educational, social and emotional needs of students in the unusual circumstances of the 2020-21 school year, the Association and District agree to the following limited opportunity for temporary reassignment of employees:
 - i. An employee may be temporarily assigned to provide services outside the employee's normal job description if work within the employee's job description is unavailable due to the temporary closure of school facilities;
 - ii. Such employee may only be assigned to perform work for which the employee is appropriately trained, licensed (if applicable) and prepared to perform;
 - iii. Such assignment shall not, without the employee's agreement, exceed the hours normally assigned to such employee;
 - iv. Such employee shall be paid the regular salary, wages and benefits the employee would receive from the employee's normal assignment;
 - v. Such employee's temporary assignment may not result in displacing any other employee performing services within their regular job description;
 - vi. Such employees shall not be assigned job duties associated with job classifications with a higher rate of pay than the employee's rate of pay;
 - vii. Such temporary assignments may, with advance notice to the Association, include a reassignment of employees (a) to work within the jurisdiction of another bargaining unit, or (b) from other bargaining units to work residing within the jurisdiction of this bargaining unit; provided, the other bargaining unit agrees to similar provisions, and further provided that union dues, if any, paid by the employee will continue to be paid to the representative of the employee's original bargaining unit;
 - viii. The temporarily reassigned employee retains a right to return to the employee's original assignment upon resumption of normal school

operations, subject to existing contract rights of the District to reduce the workforce and/or reassign employees within the same bargaining unit;

- i. **Possible Limitations:** All the contractual, insurance and statutory leave benefits referenced above have specific rules or external agencies that govern their application, and the terms of this agreement will be interpreted consistent with those rules and agencies. 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. When the governor’s order regarding “higher risk employees” expires, the parties agree to meet prior to that date to address future guidance for such employees based on the actions or inactions of the governor.
- 4. **Joint Committees:** The District and the Association will continue to hold regular COVID-19 update meetings.
- 5. **Communication:** The District will continue to provide updates regarding recommendations and requirements from appropriate public health authorities at the state and county level and the Office of the Superintendent of Public Instruction related to school operations and appropriate measures under way to minimize the spread of the virus. The parties shall meet to discuss working conditions prior to full in-person classroom instruction.
- 6. **Effective Dates:** This MOU shall be in effect for the 2020-21 school year and shall sunset on the last instructional day of the school year, or earlier if it is determined to be safe to bring all students for in-person instruction. All other provisions of the collective bargaining agreement shall remain in full effect. This MOU is not precedent-setting and is intended to address the specific and unprecedented health emergency presented by COVID-19.

Dated this _____ day of _____, 2020.

FOR THE DISTRICT:

FOR THE ASSOCIATION:

Dr. Anthony L. Smith
RSD Superintendent

Melissa Espinoza
PSE President

APPROVED BY THE RSD BOARD OF DIRECTORS:

Board President

Date

APPENDIX A: Safety and Health Protocols

Safety & Health Plan

1. **Priority Commitments:** Staff and student safety is the top priority for REA, PSE and RSD in the reopening of schools for the 2020-21 academic year, whether we are inviting staff and students back into school buildings for an in-person educational model or inviting only staff back into school buildings to teach students remotely. District-wide health and safety protocols will be designed to comply with requirements and guidance from all applicable public health agencies. Strict compliance with all relevant District safety and health rules will be an essential function of each employee's job.
2. **Safety and Health Plan Development:** Each school building will have a worksite-specific Safety and Health reopening plan (SHP) which describes the modifications and protocols being adopted to limit, control and mitigate COVID-19 exposure for a safe and healthy work environment at that building. The SHP will be developed by the District in conjunction with building administration and, based on current knowledge and public health guidance, will include, but not be limited to, modifications or protocols for the following topics:
 - a. Building access points, walking patterns and signage;
 - b. Use of shared spaces (e.g., offices, bathrooms, staff rooms), shared equipment (e.g., copy machines, refrigerators), and shared teaching materials (e.g., manipulatives, textbooks, technological devices);
 - c. Building access to volunteers, visitors and other guests determined by the District;
 - d. Staff and student screening and exclusion, and student isolation and supervision if symptomatic at the school site determined by the District;
 - e. Communication regarding staff or student exposure events determined by the District;
 - f. Responses to staff or student breaches of safety protocols determined by the District;
 - g. Availability and access to all personal protective equipment (PPE) required for an employee's assignment, including alternative equipment necessary to accommodate student or staff disabilities determined, by the District in compliance with regulations (i.e. ADA);
 - h. Cleaning schedules and access to sanitizing supplies; and
 - i. Maximum occupancy and air quality standards for rooms in which staff and/or students are expected to work determined by the District;
3. **SHP Communication:** The SHP will be communicated to employees and the families of students assigned to a District work site at least one week before such staff or students are expected to report to that site. Updates or amendments to the SHP may be important as scientific knowledge about the coronavirus grows and guidance from public health authorities is modified. Such changes to the site-specific SHP will be communicated to staff and students as soon as they are adopted and effective. They will be available on campus and placed on the Staff Resources section of our district website.
4. **SHP Training:** All staff, including substitutes, will be required to complete training on each of the elements in the SHP relevant to the employee's assignment. All students, including those who enroll after the first day of returning to school, will be taught to comply with each element of the SHP relevant to students. Such instruction shall include, but not be limited to, opportunities to increase and assess student understanding of the protocols before and upon return to school buildings.

5. **SHP Responsibility:** Each work site shall have an administrator, nurse, REA and PSE appointed COVID Safety Representatives (CSR) who will share responsibility for monitoring, adjusting, and training on the Plan implemented at each site. Additional members with expertise may join each team as needed. Drafts of the SHP shall be shared with each site's CSR representatives prior to publication to staff and students in order to solicit feedback, improvements, and ideas for successful implementation.