Memorandum of Understanding
By and Between
University Place School District
and
University Place Classified Association

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.

For the 2020-21 school year, the District is planning a sustainable and flexible online/remote-only instructional model that may pivot to in-person/online hybrid models, or in-person learning, based on the impacts of a changing health situation, available resources, and direction from OSPI, our Governor and our Health Department(s).

Our model of reopening schools, including all potential hybrid learning models, will prioritize the health and safety of our students and staff.

**Health and Safety:** 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.

**Compensation:** Permanent employees and those employees hired into permanent positions on probationary status, Long-Term Substitutes, and Temporary Employees will continue to be compensated under the terms of the Collective Bargaining Agreement.

**Alternative Work Availability:** The District will determine when alternative work assignments are available, including work from home.

**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.

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 work site and may access any or all of the following benefits under the terms of the applicable collective bargaining agreement (CBA) or law:
   
   a. Emergency Paid Sick Leave (EPSL) under the federal Families First Coronavirus Response Act (FFCRA), with supplementation up to the
employee’s regular daily salary if the employee’s salary exceeds the statutory EPSL cap ($511/day) by other paid leaves identified below;

b. Sick leave;
c. Shared leave;
d. Personal leave;
e. Washington Paid Family Medical Leave (PFML);
f. Worker’s compensation;
g. Family Medical Leave Act (unpaid leave except for continued health insurance benefits);
h. Unpaid leave of absence for the period of the temporary disabling condition;
i. Long-term disability benefits; and
j. Unemployment benefits.

2. 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:

   a. Alternative assignment for work/services which may be provided from home, if available;
   b. EPSL with supplementation up to the employee’s regular daily salary if the employee’s salary exceeds the statutory EPSL cap ($511/day) 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;
   c. Paid administrative leave if the employee has exhausted EPSL, 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;
   d. Sick leave;
   e. Personal leave;
   f. Worker’s compensation;
   g. Unpaid leave of absence for the period of the quarantine; and
   h. Unemployment benefits.

3. 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:

   a. Alternative assignment for work/services which may be provided from home, if available;
b. 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;

c. Sick leave;

d. Shared leave;

e. Personal leave;

f. Washington Paid Family Medical Leave (PFML);

g. Family Medical Leave Act (unpaid leave except for continued health insurance benefits);

h. Unpaid leave of absence for the period of time the employee is unable to come to work at a District work site; and

i. Unemployment benefits.

4. **Higher Risk Employees:** Employees who are at higher risk of severe illness or death from COVID-19 as that term is defined by proclamation of the Governor 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:

   a. Alternative assignment for work/services which may be provided from home, if available;

   b. If applicable, EPSL with supplementation up to the employee’s regular daily salary if the employee’s salary exceeds the statutory EPSL cap ($511/day) by other paid leaves identified below;

   c. Sick leave;

   d. Personal leave;

   e. Unpaid leave of absence for the 2020-21 school year; and

   f. Unemployment benefits.

5. **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:

   a. Alternative assignment for work/services which may be provided from home, if available;

   b. If applicable, 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;

   c. Sick leave;

   d. Personal leave; and

   e. Unpaid leave of absence for the 2020-21 school year.
6. **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 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:

   a. Alternative assignment for work/services which may be provided from home, if available;
   b. 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;
   c. 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;
   d. Sick leave;
   e. Personal leave; and
   f. Unpaid leave of absence for the 2020-21 school year.

7. **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:

   a. Alternative assignment for work/services which may be provided from home, if available;
   b. Sick leave;
   c. Personal leave;
   d. Unpaid leave of absence for the 2020-21 school year; and
   e. Other accommodations identified through the interactive process of the Americans with Disabilities Act (ADA) and the Washington Law Against Discrimination (WLAD).

8. **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:

   a. Personal leave; and
   b. Unpaid leave of absence for the 2020-21 school year.
9. **Employees Who Have Safety Concerns:** An employee whose assignment requires work at a District work site and who does not fit within the conditions above, and has safety concerns, may choose to access any or all of the following benefits under the terms of the applicable collective bargaining agreement (CBA) or law:

   a. Alternative assignment for work/services which may be provided from home, if available;
   b. Personal leave; and
   c. 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, the building COVID-19 supervisor and/or the workplace safety committee.

10. **Other Work from Home:** In order to support students and provide an opportunity for employees to avoid using their accrued leave, in cases where an employee is experiencing mild COVID-19 like symptoms, does not pass their daily health attestation, or has an unexpected emergency arise related to COVID-19 (for example—an unexpected daycare closure), but is able and willing to work, is encouraged to work from home as long as it is for no more than 3 consecutive days, and the employee’s supervisor is provided notice. This section may not apply to some job categories based on job requirements.

11. **Alternative Work Assignments Provision One:** When an employee’s assignment requires work/services at a District work site and the employee cannot, or is allowed by the District to not work at a District work site, the District will attempt to accommodate these circumstances by assigning the employee to available work that can be provided remotely from home on the condition that the employee is qualified and prepared to provide such services.

12. **Alternative Work Assignments Prioritization:** When choosing from among multiple employees for the same available assignment, the District will prioritize employees in the following order:

   a. Employees who are qualified for the position;
   b. Employees with COVID-19/ suspected with COVID-19;
   c. Employees quarantined due to possible exposure to COVID-19;
   d. Employees caring for someone with COVID-19/suspected COVID-19;
   e. Higher risk employees or employees with a higher risk individual in the employee’s household;
   f. Employees with children impacted by school closure;
   g. Employees who cannot wear a mask or other required PPE; and
   h. Employees who cannot work at a district work site due to concerns for safety.
If two or more employees have equal priority under the conditions above, the District will use District seniority to make the assignment. If a remote assignment is created and assigned to an employee with the expectation that it will continue for the entire school year, the District will not be required to reassign employees previously awarded such assignments in order to accommodate remote assignments for other employees whose need for an alternative assignment arises later in the school year.

13. **Alternative Work Assignments Provision:** 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:

   a. 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;
   b. Such employee may only be assigned to perform work for which the employee is appropriately trained, licensed (if applicable) and prepared to perform;
   c. Such employees shall be paid the regular salary, wages and benefits the employee would receive from the employee’s normal assignment. Regular salary, wages and benefits do not include supplemental contracts;
   d. Such employee’s temporary assignment may not result in displacing any other employee performing services within their regular job description except as allowed in the collective bargaining agreement;
   e. 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; and
   f. This provision applies exclusively to the assignments and job duties of represented employees, unless agreed to by other bargaining units. Represented employees will not be assigned job duties performed by job classifications in other bargaining units without the agreement of any affected bargaining unit(s).

14. **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.

**Evaluation:** Evaluations for the 2020-21 school year shall be completed in accordance with the Collective Bargaining Agreement. Employees will not be evaluated on work done outside their regular job assignment.

**Instructional and Service Delivery Model:** The Instruction and Service Delivery Model shall be determined by the District consistent with current guidance from Public Health agencies and OSPI. Timelines of transitions to models with more in-person instruction will be based on changes in the guidance from Public Health agencies and OSPI and taken with the understanding that the
safety of students and staff is of utmost importance. The District and Association will continue to work together through the Labor/Management process to resolve issues that arise as the District’s service delivery model is implemented.

**2020-2021 School Calendar:** UPEA and the District have agreed to a modified calendar for the 2020-21 school year. Friday, May 28th (Snow Make-Up Day) will be a regular school day and Friday, October 9th will be a Professional Development Day for staff.

**Communication:** The District will continue to provide updates regarding recommendations from appropriate Public Health agencies 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.

**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 at such time it is determined by the District, per guidance from local public health officials, to be safe to bring all students and staff back 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.

Agreed to this 10th day of September 2020. Signed this 10th day of September 2020.

FOR THE ASSOCIATION:  

FOR THE DISTRICT:
Memorandum of Understanding
Between the
University Place School District
and the
University Place Classified Association

RE: SharedWork Program

The parties wish to clarify the District's desire to complete an application for the SharedWork program through the Washington State Employment Security Department. The District's primary objective during the COVID-19 pandemic has been to keep all employees working their contracted hours and receive their regular pay. This application (if approved) is to be utilized on an emergency basis if the District determines that a reduction of hours in certain departments within the Association is necessary based on available work. The District will meet with the Association prior to implementing any changes to specific employee groups within the Association.

This MOU will be in effect throughout the 2020-21 school year and will expire on August 31, 2021 if not added to the new UPCA Collective Bargaining Agreement.

Doug McKinney  
UPCA President  
Date

Eric Brubaker  
Executive Director of Human Resources  
Date

9/14/2020  
9/19/2020