

LETTER OF AGREEMENT

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THIS MEMORANDUM OF UNDERSTANDING SETS FORTH THE FOLLOWING AGREEMENT BETWEEN PUBLIC SCHOOL EMPLOYEES OF WASHINGTON/SEIU 1948 OF THE EDMONDS CLASSIFIED SUPPORT STAFF (CSS) CHAPTER OF PUBLIC SCHOOL EMPLOYEES, AND THE EDMONDS SCHOOL DISTRICT PURSUANT TO ARTICLE 17 AND SECTION 17.3 OF THE CURRENT COLLECTIVE BARGAINING AGREEMENT.

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

For the 2020-21 school year, the Edmonds School District is planning a sustainable and flexible instructional model. Using data and recommendations from State and local health authorities, the District made the decision to begin the school year using distance learning. However, there is the potential during this school year to transition from distance learning to Hybrid (some in-person and some distance learning), to fully in-person. Learning model decisions will be determined by considering the impacts of the 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 Association will continue to work together to discuss the impacts of these models.

Edmonds CSS and the Edmonds School District enter into this agreement with the following guiding principles:

- o Provide a physically and emotionally safe environment for staff and students
- o Make decisions in the best interests of students and families
- o Support students in an equitable manner
- o Focus on our students that are furthest from educational justice
- o Ensure consistent and meaningful connections with each student
- o Prioritize high quality instruction for in-person and remote learning
- o Establish and maintain strong family-school partnerships in support of student learning

To this end, the PSE and the Edmonds School District hereby agree to the following additions to the collective bargaining agreement effective for the remainder of the 2020 – 2021 school year:

1. All current contractual leaves continue to be available to employees as described in the Collective Bargaining Agreement.
2. Additional Leaves: COVID-19 presents unique health, family, disability and staffing challenges for the District and its employees. The provisions listed in this Letter of Agreement: COVID-19 Leave Scenarios, are included to provide clear, objective, and practical options for the employees facing those challenges. Federal COVID Leave includes EPSLA (Emergency Paid Sick Leave Act) and EFMLA (Emergency Family Medical Leave Act) in accordance with the Federal Families First Coronavirus Response Act. EPSLA and EFMLA are currently set to expire on 12/31/2020 and would not be enacted after this expiration date.



1 1 Employees with COVID-19/Suspected COVID-19.

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3 1.1 Employees who have a confirmed/diagnosed case of COVID-19 or who are experiencing
4 symptoms of COVID-19 and are seeking medical confirmation/diagnosis may not come to
5 work at a District work site, and may access any or all of the following benefits under the
6 terms of the applicable provisions of the parties’ collective bargaining agreement (“CBA”) or
7 law, as appropriate to their situation.

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9 1.1.1 Engage in a conversation regarding a fair opportunity for an alternative
10 assignment and/or alternative work site.

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12 1.1.2 Emergency Paid Sick Leave (EPSL). Under the federal Families First Coronavirus
13 Response Act (FFCRA). EPSL is currently set to expire on 12/31/2020.

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15 1.1.3 Illness, Injury, and Emergency Leave if applicable.

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17 1.1.4 Personal Leave.

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19 1.1.5 Washington Paid Family Medical Leave (PFML) if applicable.

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21 1.1.6 Worker’s Compensation.

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23 1.1.7 Family Medical Leave Act (unpaid leave except for continued health insurance
24 benefits) if applicable.

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26 1.1.8 Unpaid Leave of Absence for the Period of the Temporary Disabling Condition.

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28 1.1.9 Long-Term Disability Benefits if applicable.

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30 1.1.10 Unemployment Benefits if applicable.

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32 1.2 After accessing the above benefits that may apply to their situation, if an employee has no
33 option other than Unpaid leave of absence, the employee, at the request of the employee,
34 will have access to a Human Resource representative to discuss leave options.

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36 2 Employees Quarantined Due to Possible Exposure to COVID-19.

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38 2.1 Employees who have been advised by a public health agency or the employer that
39 they have been exposed by close contact to any student or other District Employee
40 who has a confirmed case of COVID-19 and is told to quarantine will, at the
41 employee’s option, access one of the following:

42 2.1.1 Work from home, if possible; or

43 2.1.2 Alternate remote assignment, if available; or

44 2.1.3 Special Paid Emergency Leave (SPEL) for the duration of the quarantine
45 period specified by the Snohomish County Health Department. No leave
46 will be deducted from an employee’s leave balance.

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48 3.1 An employee who has been diagnosed with COVID-19, as a result of exposure at a



District worksite will access one of the following benefits:

- 3.1.1 Alternate remote assignment, if available; leave may be unnecessary if employee is able to work remotely; or
- 3.1.2 Special Paid Emergency Leave (SPEL) of ten (10) days at the employee’s regular daily salary if the employee is not working from home or performing an alternate remote assignment, and the positive diagnosis follows a quarantine order due to an exposure at a District work site.

4 In the event an employee has used ten (10) days of SPEL and five (5) employee sick, personal, or unpaid leave days for recovery, the employee will be provide up to fifteen (15) additional SPEL days following a quarantine order due to an exposure at a District work site, limited to the time required for recovery. If an employee approaches 30 total days of paid leave due to extraordinary illness due to COVID-19, the District and the Association will meet to review the doctor’s orders. Leave may be extended beyond thirty (30) workdays based on the order of a medical professional through the term of this Letter of Agreement.

5 Any employee quarantined or diagnosed with COVID-19 unrelated to exposure at work may use their own leave or access leave available through the Families First Coronavirus Response Act (FFCRA) until they are cleared to return to work. The employee may make up the difference between those benefits and the employer’s regular salary by use of accumulated sick or personal leave.

6 Employees who themselves are not at increased risk but have someone in their household who is at increased risk for severe illness or death from COVID-19 as defined by the CDC and verified in writing by a medical provider may choose to access the following benefits under the collective bargaining agreement or law:

- 6.1 Alternative assignment which might be performed from home, if available
- 6.2 Any federal or state paid leave for which they qualify
- 6.3 Sick Leave
- 6.4 Personal Leave
- 6.5 Unpaid leave of absence

7 Employees who are unable to work onsite or remotely in order to care for a family member who is ill due to COVID-19 or due to a bona fide need for leave to care for a child whose school or child care provider is closed or unavailable for reasons related to COVID-19 may be eligible for additional paid leave options under the FFCRA. The FFCRA is currently set to expire on December 31, 2020 unless renewed by Congress. If renewed, the provisions will apply.

8 As per Proclamation 20-46, for employees who are considered to be at increased or high-risk and are on an approved leave, the District will fully maintain all employer related health insurance benefits until the employee is deemed eligible to return to work.

9 Employees Who are unable to Wear a Face Covering or Other Required PPE.

Upon presentation of appropriate documentation from the employee’s health care provider and under the terms of the CBA or law, an employee whose assignment requires work at a District work site and who have been verified that they cannot wear a mask or other personal protective equipment (PPE) required for the employee’s assignment may request an accommodation through Human



Resources upon presentation of appropriate documentation from the employee’s health care provider and under the terms of the CBA or law, as appropriate to their situation.

10 Student Discipline.

Building employees shall be provided a copy of any adopted building-wide behavior expectations and interventions developed by the school staff.

11 Assignment - Additional Provisions.

As the teaching model changes from distance to hybrid, employees will be required to work at their primary worksite with students. Staff may access all appropriate and existing leaves provided in the Collective Bargaining Agreement.

12 Safe Working Conditions.

Non-approved visitors are not allowed on school campus beyond the main office. Guest activity will be controlled within buildings, until such time as we return to a fully in-person learning model or through the term of this letter. District wide health and safety protocols have been designed to comply with guidance of all applicable public health agencies. Staff will have access to district and building safety plans.

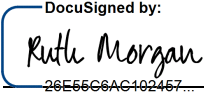
The District and the PSE will continue to meet regularly to review the current guidance and adjust, as necessary. The District will reexamine our work using Snohomish Health District, Washington State Health Department, and other relevant state and federal guidelines to inform their decisions.


Additionally, both parties may request to review aspects of this LOA and revise as appropriate. This LOA shall remain in effect through August 31, 2021, after that point, the LOA will expire and will not be precedent setting.

PUBLIC SCHOOL EMPLOYEES
OF WASHINGTON/SEIU LOCAL 1948

PSE Representative

Edmonds School District Representative

BY: 
Ruth Morgan, Chapter President

BY: 
Mark Roschy, HR Director for Classified Employees

DATE: 12/18/2020

DATE: 12/18/2020

