MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING SETS FORTH THE FOLLOWING AGREEMENT BETWEEN PUBLIC SCHOOL EMPLOYEES OF WASHINGTON/SEIU 1948 OF THE KENNEWICK SECRETARY CHAPTER OF PUBLIC SCHOOL EMPLOYEES, AND THE KENNEWICK SCHOOL DISTRICT PURSUANT TO ARTICLE AND SECTION OF THE CURRENT COLLECTIVE BARGAINING AGREEMENT.

The following Memorandum of Understanding is made and entered into agreement between the Kennewick School District and the PSE/SEIU, Local 1948 concerning the mandatory closing of schools by Washington State Governor Inslee due to COVID-19 beginning March 17, 2020 to August 31, 2020 and is subject to the following:

1) The District is committed to continuing payroll and benefits for contracted time of all employees.

2) Minimize any financial impact towards members as a result of closure-related circumstances. In order to do so, it will be necessary to implement creative ways by which to accomplish that goal.

3) The District shall implement flexible schedules and work assignments for employees as needed during campus closure. This includes employees who work year-round on a 260-day contract. In these situations, the District will strive to ensure assigned duties generally fall within scopes and skill sets expected from employees. Current employee compensation rates will not be impacted (e.g. decrease or increased) as a result. Employee will be notified by the District of schedules and assignments as a result. Employees may contact their supervisors should they not have the resources necessary for any of these anticipated duties.

4) Duties may include considering how to ensure equity in the delivery of services (meals for students), providing learning opportunities for students, professional development activities, etc. Apart from the employees meeting the criteria under #8, all other employees will share an equal opportunity to work. Any employee working above and beyond their contracted time will be compensated for all extra hours worked.

5) Employees will be notified weekly as to how anticipated work assignments will be organized.

6) Employees will be required to continue working and following CDC guidelines for social distancing.

7) Employees who request to be released from duties on scheduled workday have the right to request leave as per the current Collective Bargaining Agreement.

8) Bargaining members who meet one (1) or more of the criteria below will not be required to report to their worksite, but may still participate in activities done from home as appropriate:
   - Employees who are 60 years of age or older
   - pregnant employees
   - those deemed at risk by a medical professional due to COVID-19
   - are taking care of a dependent who are deemed at risk or has contracted COVID-19
   - or if the District preventively sends them home over COVID-19 concerns and their risk.
Pay and benefits for this leave time will be as if the employee had worked the regular work schedule. In addition, if an employee has childcare concerns, they may make arrangements with their immediate supervisor. The District reserves the right to request a physician’s statement understanding that the request may take longer than usual to supply given the COVID-19 situation.

9) Employees may elect to work a modified work schedule with supervisor approval.

10) The District shall provide employees the necessary training and protective equipment and supplies to ensure those working on campuses are at minimal risk of potential infections.

11) If a person is suspected/confirmed to have COVID-19, the district will follow CDC guidelines for cleaning and disinfection of rooms/areas.

12) Employee evaluations for the 2019-2020 school year will be modified for the 2019-2020 school year based on what the evaluation would have been at school closure due to COVID-19 pandemic.

13) Employees on probation at the point of school closure will resume their probationary time when people return to their normal worksites.

14) Employees who may have previously scheduled travel arrangements after the original last day of school (June 11) will be allowed to keep such plans and may elect to either take the day as unpaid or take paid leave.

15) Employees who had requested to use personal, sick or vacation leave for the remainder of the school year shall have the opportunity to rescind the request due to the pandemic situation, if such plans changed, and they are available to work.

16) Vacation days for 12 month employees for the 2019-2020 school year may be carried over until April 15, 2021. Less than 12-month employees shall have their carry-over date determined when regular in-person school resumes as mutually agreed upon by the association and the district.

This Memorandum of Understanding shall become effective upon signature of both parties, and shall remain in effect until August 31, 2020. Any work expectations, changes or modifications from local, state or federal authorities that affect this agreement will cause the parties to meet and re-bargain the impacts.

PUBLIC SCHOOL EMPLOYEES
OF WASHINGTON/SEIU 1948

BY: [Signature]
Chapter President

DATE: 4/27/20

DISTRICT

BY: [Signature]
Superintendent/Designee

DATE: 4/27/20

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