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MEMORANDUM OF UNDERSTANDING

10 THIS MEMORANDUM OF UNDERSTANDING SETS FORTH THE FOLLOWING AGREEMENT
11 BETWEEN PUBLIC SCHOOL EMPLOYEES OF WASHINGTON/SEIU 1948 OF THE **KENNEWICK**
12 **EDUCATION SUPPORT PROFESSIONALS CHAPTER** OF PUBLIC SCHOOL EMPLOYEES, AND THE
13 **KENNEWICK SCHOOL DISTRICT** PURSUANT TO ARTICLE AND SECTION OF THE CURRENT
14 COLLECTIVE BARGAINING AGREEMENT.

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

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- 19 1) The District is committed to continuing payroll and benefits for all employees.
 - 20 2) Minimize any financial impact towards members as a result of closure-related circumstances. In order to
21 do so, it will be necessary to implement creative ways by which to accomplish that goal.
 - 22 3) The District shall implement flexible schedules and work assignments for employees as needed during
23 campus closure. In these situations, the District will strive to ensure assigned duties generally fall within
24 scopes and skill sets expected from employees. Current employee compensation rates will not be
25 impacted (e.g. decrease or increased) as a result. Employees will be notified by the District of schedules
26 and assignments. Employees may contact their supervisors should they not have the resources
27 necessary for any of these anticipated duties, (such as proper technology, etc.)
 - 28 4) Duties may include considering how to ensure equity in the delivery of services (meals for students),
29 providing learning opportunities for students, professional development activities, etc.
 - 30 5) Employees will be notified weekly as to how anticipated work assignments will be organized.
 - 31 6) Employees will be required to continue working and following CDC guidelines for social distancing.
 - 32 7) Bargaining members who meet one or more of the criteria below will not be required to report to their
33 worksite, but may still participate in activities done from home as appropriate:
 - 34 • Employees who are 60 years of age or older
 - 35 • pregnant employees
 - 36 • those deemed at risk by a medical professional due to COVID-19
 - 37 • are taking care of a dependent who are deemed at risk or has contracted COVID-19
 - 38 • or if the District preventively sends them home over COVID-19 concerns and their risk.

39 Pay and benefits for this leave time will be as if the employee had worked the regular work schedule.
40 In addition, if an employee has childcare concerns, they may make arrangements with their immediate
41 supervisor (Principal or Administrator).

42 The employee will be asked to complete an electronic form for tracking purposes.

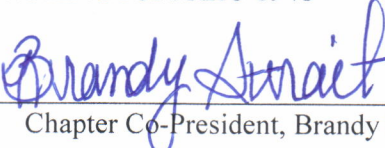
43 The District reserves the right to request a physician's statement understanding that the request may take
44 longer than usual to supply given the COVID-19 situation.


- 1 8) Employees may elect to work a modified work schedule with supervisor approval.
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3 9) The District shall provide employees the necessary training and protective equipment and supplies to
4 ensure those working on campuses are at minimal risk of potential infections.
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6 10) If a person is suspected/confirmed to have COVID-19, the district will follow CDC guidelines for
7 cleaning and disinfection of rooms/areas.
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9 11) Employee evaluations will be modified for the 2019-2020 school year based on what the evaluation
10 would have been at school closure to COVID-19 pandemic.
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12 12) Employees on probation at the point of school closure will resume their probationary time when school
13 resumes.
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15 13) The District and Association will work together to address the implications of the Summer Bid Fair for
16 the summer of 2020.
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18 14) Employees who have previously scheduled travel arrangements after the original last day of school
19 (June 11th) will be allowed to keep such plans and may elect to either take the day as unpaid or paid
20 leave.
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22 15) Employees who had requested to use personal, sick or vacation leave prior to the last day of school shall
23 have the opportunity to rescind the request due to the pandemic situation, as long as they remain
24 available for work.
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29 This Memorandum of Understanding shall become effective upon signature of both parties and shall
30 remain in effect until August 31, 2020. Any work expectations, changes or modifications from local,
31 state or federal authorities that affect this agreement will cause the parties to meet and re-bargain the
32 impacts.
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36 PUBLIC SCHOOL EMPLOYEES
37 OF WASHINGTON/SEIU 1948

DISTRICT

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40 BY: 
41 Chapter Co-President, Brandy Strait

40 BY: 
41 Toni Neidhold, HR Director

42
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44 DATE: _____

DATE: 4/27/2020