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MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING SETS FORTH THE FOLLOWING AGREEMENT BETWEEN PUBLIC SCHOOL EMPLOYEES OF WASHINGTON/SEIU 1948 OF THE KENNEWICK ASSOCIATION OF EDUCATION SUPPORT PROFESSIONALS 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 April 24, 2020 and is subject to the following:

- 1) The District is committed to continuing payroll and benefits for 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. 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. Employees will be notified by the District of schedules and assignments. 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.
- 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) Bargaining members who meet one 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 child care concerns, they may make arrangements with their immediate supervisor (i.e. principal or administrator). 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.

- 1 8) Spring break will remain as scheduled for April 6th through the 10th. Any work done over spring break
2 will be compensated as extra pay.
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4 9) Employees may elect to work a modified work schedule with supervisor approval.
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6 10) The District shall provide employees the necessary training and protective equipment and supplies to
7 ensure those working on campuses are at minimal risk of potential infections.
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9 11) If a person is suspected/confirmed to have COVID-19, the district will follow CDC guidelines for
10 cleaning and disinfection of rooms/areas.
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12 This Memorandum of Understanding shall become effective upon signature of both parties, and shall
13 remain in effect until April 25, 2020. Any work expectations, changes or modifications from local, state
14 or federal authorities that affect this agreement will cause the parties to meet and re-bargain the impacts.
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18 PUBLIC SCHOOL EMPLOYEES
19 OF WASHINGTON/SEIU 1948

DISTRICT

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22 BY: Grandy Strait
23 Chapter President

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21
22 BY: Donna Heddell
23 Superintendent/Designee

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26 DATE: March 18, 2020
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26 DATE: 3/18/2020
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