

1
2
3
4
5
6
7
8
9

MEMORANDUM OF UNDERSTANDING

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

15 The following *Memorandum of Understanding* is made and entered into agreement between the
16 Kennewick School District and the PSE/SEIU, Local 1948 concerning the mandatory closing of
17 schools by Washington State Governor Inslee due to COVID-19 beginning March 17, 2020 to April
18 24, 2020 and is subject to the following:
19

- 20 1) The District is committed to continuing payroll and benefits for contracted time of all employees.
- 21 2) Minimize any financial impact towards members as a result of closure-related circumstances. In order to
22 do so, it will be necessary to implement creative ways by which to accomplish that goal.
- 23 3) The District shall implement flexible schedules and work assignments for employees as needed during
24 campus closure. This includes employees who work year round on a 260-day contract. In these
25 situations, the District will strive to ensure assigned duties generally fall within scopes and skill sets
26 expected from employees. Current employee compensation rates will not be impacted (e.g. decrease or
27 increased) as a result. Employees will be notified by the District of schedules and assignments.
28 Employees may contact their supervisors should they not have the resources necessary for any of these
29 anticipated duties.
- 30 4) Duties may include considering how to ensure equity in the delivery of services (meals for students),
31 providing learning opportunities for students, professional development activities, etc. Apart from the
32 employees meeting the criteria under #7 below, all other employees will share an equal opportunity to
33 work. Any employee working above and beyond their contracted time will be compensated for all extra
34 hours worked.
- 35 5) Employees will be notified weekly as to how anticipated work assignments will be organized.
- 36 6) Employees will be required to continue working and following CDC guidelines for social distancing.
- 37 7) Bargaining members who meet one or more of the criteria below will not be required to report to their
38 worksite, but may still participate in activities done from home as appropriate:
39
 - 40 • Employees who are 60 years of age or older
 - 41 • pregnant employees
 - 42 • those deemed at risk by a medical professional due to COVID-19
 - 43 • are taking care of a dependent who are deemed at risk or has contracted COVID-19
 - 44 • or if the District preventively sends them home over COVID-19 concerns and their risk.
 - 45
 - 46

47 Pay and benefits for this leave time will be as if the employee had worked the regular work schedule.
48 In addition, if an employee has child care concerns, they may make arrangements with their immediate