

**MEMORANDUM OF UNDERSTANDING BETWEEN THE PARTIES
REGARDING INTERPRETATION AND APPLICATION OF SECTION 10.3 b, ESP
CONTRACT, JULY 1, 2020 THROUGH JUNE 30, 2021**

The WASHINGTON CENTRAL UNIFIED UNION SCHOOL DISTRICT (“District”) and the WASHINGTON CENTRAL EDUCATORS UNION, SUPPORT STAFF BARGAINING UNIT (“Union”) enter this Memorandum of Understanding (“MOU”) regarding the interpretation and application of Section 10.3 b of the collective bargaining agreement (“CBA”) for the Support Staff Bargaining Unit during the term of the CBA.

1. The language of Article 10, section 10.3 b as ratified by the Parties reads as follows:

10.3 b. Class 1 and Class 2 ESP will receive one 15-minute duty-free break, which is not to be used to extend lunch, and they will receive a 30-minute duty-free lunch period.

2. The version of Section 10.3 b which is included in the signed CBA could be interpreted to include classroom ESP. The Parties did not agree during negotiations that classroom ESP would receive the 15-minute duty-free break referenced in Section 10.3b of the Master Agreement.

3. Neither the Union nor the Administration was at fault or acted in bad faith with regard to the inclusion of the language of Section 10.3b in the Master Agreement in its present form. The Parties agree that any errors or omissions in the language of Section 10.3b will be addressed in negotiations for the successor Master Agreement, and that neither Party shall be prejudiced in future negotiations by their mutual decision to enter into this MOU.

3. During the 2020-2021 school year the provisions of Section 10.3 b will be interpreted to read as follows:

Non-classroom Class 1 and Class 2 ESP will receive one 15-minute duty-free break, which is not to be used to extend lunch, and they will receive a 30-minute duty-free lunch period.

4. The pending Grievance re: Section 10.3b will be withdrawn by the Union. The Parties agree that this MOU will expire without precedent on June 30, 2021, or upon the effective date of the successor Master Agreement, whichever is later.

Date: 12/1/2020

For: WCEU

BY: Christina George
Christina George, Co-Vice President

BY: Rebecca Pellegrini
Rebecca Pellegrini, Co-Vice President

Date: 12/3/2020

For: WCUUSD

BY: Bryan Olkowski
Bryan Olkowski, Superintendent