

**Memorandum of Understanding between
Richland Education Association (the “Association”) and
Richland School District (the “District”)
RE: Novel Coronavirus (COVID-19) – Emergency School Closure**

**RSD COUNTER 3-23-2020 TH
REA Counter 3/27/2020 KMH
REA/RSD as negotiated 3/28/2020**

Given that the Richland School District shall be closed for an extended period of time due to the novel coronavirus (COVID-19), the Association and the District agree to the following:

1. Unless there is a continuance of the emergency school closure or other guidance from national, state, or county health authorities, employees should plan to return to work on Monday April 27th, 2020.
2. If school resumes April 27, 2020, the District may elect to make up school days by using the May 22, 2020, “make up day” and extend the school year to the State mandated date [currently June 19, 2020].
3. Employees shall have access to buildings until 4pm, Friday, March 20, 2020. Unless contrary to national, state, or county orders, if school resumes on April 27, 2020, employee access to buildings shall resume beginning Monday, April 20, 2020.
4. The District shall continue to pay all employees their regular and any supplemental pay on a regular schedule throughout the duration of the emergency closure.
 - a. This includes all components of pay (e.g. overload, 6th period contracts).
5. No leave shall be deducted from any members account during the duration of the emergency closure. Employees on unpaid leave prior to March 13th will remain in unpaid leave status unless they are cleared to return to work.
6. The District shall continue to provide all other benefits negotiated within the contract (including SEBB).
7. Employees shall be expected to maintain communication with District and building administrators only during regular working hours.
8. To the best of their ability, employees shall be expected to prepare enrichment materials consistent with their continued plans and current classes/grade level during the emergency school closure to comply with the RSD At-Home Learning Plan.
 - a. The At-Home Learning plan is intended to be an asynchronous model (not real time or face-to-face) for delivery of enrichment materials for the duration of the emergency closure.
 - b. The District will provide technology, resources, and curriculum needed to prepare and deliver enrichment materials including but not limited to a laptop computer.
 - c. Employees shall not be required to provide their personal contact information to non-District personnel or utilize their own personal electronic devices to perform job-related duties.
 - d. Employees shall not be required to utilize any particular method of enrichment materials delivery.
 - e. Employees shall manage and schedule their own time during the emergency closure.
 - f. Employees may be expected to periodically communicate with students and families by electronic means provided by the District only during regular working hours.
 - g.
 - h. Employees shall not be required to submit lesson plans, schedules, and/or student tracking data (regarding student engagement) to administration.
 - i. The RSD At-Home Learning Plan shall not be utilized by evaluators as evidence in employee evaluations unless provided by the employee.
 - j. The RSD At-Home Learning Plan shall be in place only for the duration of the emergency closure.

**Memorandum of Understanding between
Richland Education Association (the "Association") and
Richland School District (the "District")
RE: Novel Coronavirus (COVID-19) – Emergency School Closure**

**RSD COUNTER 3-23-2020 TH
REA Counter 3/27/2020 KMH
REA/RSD as negotiated 3/28/2020**

- k. If school closure continues through June 2020, grade reporting shall be done at employee discretion based on guidelines provided by the State and the District.
- 9. Alternative Learning Environment (ALE) at Rivers Edge High School (e.g. "contract learning") may continue at current enrollment levels in order to facilitate learning for students.
- 10. Special education employees are expected to complete annual IEP reviews within timelines, knowing IEP meetings may be delayed.
 - a. If there is a need, IEP meetings may be held by electronic means provided by the District.
 - b. Special Programs shall support special education employees in delivering enrichment materials and communicating with students and parents/guardians.
- 11. If school closure continues through June 2020, in-building and in-District preference to employees for open positions shall be extended to August 1, 2020.
- 12. If school closure continues through June 2020, TPEP observations and other agreed upon evaluative measures shall be suspended for the current school year.
 - a. For scoring purposes, an employee's 2018-2019 evaluation scores shall be used as their 2019-20 rating.
 - b. Employees in their first year of TPEP shall be rated for the 2019-20 school year based on evidence gathered by the date of emergency closure (March 13, 2020).
- 13. In the event the State provides further guidelines which should contradict anything agreed to within this MOU, the District and Association will meet to renegotiate.

This memorandum of understanding shall be in effect the duration of the emergency closure.

Signatures:

For the Association

For the District

DATE _____

DATE _____