

1 **MEMORANDUM OF UNDERSTANDING**

2 THIS MEMORANDUM OF UNDERSTANDING SETS FORTH THE FOLLOWING AGREEMENT  
3 BETWEEN PUBLIC SCHOOL EMPLOYEES OF WASHINGTON/SEIU 1948, RICHLAND  
4 NUTRITIONAL SERVICES CHAPTER AND THE RICHLAND SCHOOL DISTRICT #400  
5 PURSUANT TO ARTICLE XX SECTION 20.3 OF THE CURRENT COLLECTIVE BARGAINING  
6 AGREEMENT.  
7

8 The district is subject to closure of in-person education for the remainder of the 2019-2020 school year  
9 of K-12 schools in Washington State due to an Emergency order of the Governor as a result of the  
10 Coronavirus (COVID-19). The parties agree to the following:  
11

- 12 1. No bargaining unit member shall suffer a loss of wages and benefits during this in-person  
13 school closure. If school apportionment is impacted, PSE and the District will reconvene to  
14 bargain the impact.  
15
- 16 2. Employees sick for non-COVID-19 related illnesses or needing to take leave shall have one of  
17 the following options:  
18
  - 19 a. Per Section 9.2.2. of the CBA, the employee may request debiting his/her sick leave;
  - 20 b. Per Section 9.6. of the CBA, the employee may request debiting his/her personal leave;
  - 21 c. Per Section 9.6.1. of the CBA, the employee may request debiting his/her emergency  
22 leave;
  - 23 d. The supervisor and the employee will mutually schedule time to make up the unworked  
24 hours to the extent feasible; or
  - 25 e. The employee may accept a deduction of pay (e.g. unpaid leave) for the unworked  
26 hours  
27
- 28 3. 182-day Contract:  
29 It is currently anticipated that long distance learning will be in session through at least June 19,  
30 2020 and that meals shall continue to be served up to that date. Per Section 7.10. employees are  
31 contracted for 182 days making June 10, 2020 their last contracted day. For the days above the  
32 contracted days, extra time worked shall be at their regular rate of pay.  
33
- 34 4. Personal Leave:  
35 Unused personal days accrued from the 2019-2020 school year as of March 13, 2020 may be  
36 carried into 2020-21 for a maximum of eight (8) days. Any unused personal days in excess of  
37 five (5) at the end of the 2020-21 school year shall be made available for a one-time cash out  
38 prior to August 31, 2021. Personal leave in excess of five (5) days not used or requested for  
39 cash out by that time will be forfeited.  
40
- 41 5. Emergency Leave/Essential Staff:  
42 The District will follow the Emergency Paid Sick Leave Act (EPSLA) and Emergency Family  
43 & Medical Leave Expansion Act (EFMLA) for employees who meet the following criteria:  
44



- a. The employee has been advised by a health care provider to self-quarantine.
- b. The employee is experiencing symptoms of COVID-19 and is seeking medical diagnosis.
- c. The employee is caring for an individual subject to a quarantine order or advice.
- d. The employee is caring for a son or daughter if the child's school or place of care is closed/unavailable due to COVID-19.

6. NORA letters:

Letters of Notice of Reasonable Assurance along with contracts shall be sent out electronically using District email.

7. Summer Food Program:

Both parties agree to revisit once the most current guidance on meal service over the summer is available.

This MOU is not precedent-setting and is intended to address the specific and unprecedented health emergency presented by COVID-19. In the event that significant changes are made or last longer than the timeframe of this agreement the impact shall be reopened for bargaining.

This Memorandum of Understanding shall become effective upon signature of both parties and shall remain in effect until August 31, 2020.

PUBLIC SCHOOL EMPLOYEES  
OF WASHINGTON/SEIU 1948

RICHLAND NUTRITION SERVICES

RICHLAND SCHOOL DISTRICT #400

BY: Holly Hernandez (Electronic Signature)  
Holly Hernandez, Chapter President

BY: Tony Howard (Electronic signature)  
Tony Howard, Assistant Superintendent of HR

DATE: 04/29/2020

DATE: 04/30/2020

