

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 EDUCATIONAL OFFICE PERSONNEL CHAPTER AND THE RICHLAND SCHOOL DISTRICT
5 #400 PURSUANT TO ARTICLE XXIV SECTION 24.3 OF THE CURRENT COLLECTIVE
6 BARGAINING 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. Making Up Lost Days:

17 It is currently anticipated that long distance learning will be in session through at least June 9th,
18 2020 and no later than June 19th, 2020 unless otherwise modified by the State. The District will
19 follow OSPI guidelines for waivers related to COVID-19. Both parties agree to meet to
20 negotiate the impact of any days that need to be made up.
21

22 3. Personal Leave:

23 Unused personal days accrued during the 2019-2020 school year may be carried into 2020-21
24 for a maximum of thirteen (13) days. Any unused personal days in excess of seven (7) at the
25 end of the 2020-21 school year shall be made available for a one-time cash out prior to August
26 31, 2021. Personal leave in excess of seven (7) days not used or requested for cash out by that
27 time will be forfeited.
28

29 4. Evaluations:

30 Evaluations will not be required for the 2019-2020 school year for employees who work less
31 than 12 months.
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33 Evaluations for employees who have worked more than 12 months shall be evaluated by May
34 31st by his/her immediate supervisor. Such evaluations shall be delivered electronically using
35 their district email. Virtual/electronic signatures shall be used for acknowledgment of such
36 evaluation.
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38 5. Emergency Leave/Essential Staff:

39 The District will follow the Emergency Paid Sick Leave Act (EPSLA) and Emergency Family
40 & Medical Leave Expansion Act (EFMLA) for employees who meet the following criteria:
41

- 42 a. The employee has been advised by a health care provider to self-quarantine.
43 b. The employee is experiencing symptoms of COVID-19 and is seeking medical
44 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. HHS Lead Secretary Transition:

Both parties agree to revisit once guidance on the stay in place order is received by the Governor.

7. NORA letters:

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

8. Summer School:

Both parties agree to revisit once the most current guidance on summer school is available.

9. Comp Time:

Both parties agree to meet prior to the expiration of this MOU to discuss comp time on the books before the March 13th school closure.

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 on March 13, 2020 and shall remain in effect until August 31, 2020.

PUBLIC SCHOOL EMPLOYEES
OF WASHINGTON/SEIU 1948

RICHLAND EOP CHAPTER

RICHLAND SCHOOL DISTRICT #400

BY: Jamie Garrett (Electronic Signature)
Jamie Garrett, Chapter President

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

DATE: April 22, 2020

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