

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 PARAEDUCATORS CHAPTER AND THE RICHLAND SCHOOL DISTRICT #400 PURSUANT TO
5 ARTICLE XXI SECTION 21.3 OF THE CURRENT COLLECTIVE BARGAINING AGREEMENT.
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7 The district is subject to closure of in-person education for the remainder of the 2019-2020 school year
8 of K-12 schools in Washington State due to an Emergency order of the Governor as a result of the
9 Coronavirus (COVID-19). The parties agree to the following:

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- 11 1. No bargaining unit member shall suffer a loss of wages and benefits during this in-person
12 school closure. If school apportionment is impacted, PSE and the District will reconvene to
13 bargain the impact.
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- 15 2. Make-up Lost days:
16 It is currently anticipated that long distance learning will be in session through at least June 9th,
17 2020 and no later than June 19th, 2020 unless otherwise modified by the State. The District will
18 follow OSPI guidelines for waivers related to COVID-19. Both parties agree to meet to
19 negotiate the impact of any days that need to be made up.
20
- 21 3. Probationary Employees:
22 Probationary period timelines are held in abeyance for all probationary employees effective
23 March 16th, 2020 and shall recommence once in-person school resumes.
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- 25 4. Personal Leave:
26 Unused personal days accrued during the 2019-2020 school year may be carried into 2020-21
27 for a maximum of thirteen (13) days. Any unused personal days in excess of ten (10) at the end
28 of the 2020-21 school year shall be made available for a one-time cash out prior to August 31,
29 2021. Personal leave in excess of ten (10) days not used or requested for cash out by that time
30 will be forfeited.
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- 32 5. Evaluations:
33 Evaluations will not be required for the 2019-2020 school year for employees who work less
34 than 12 months.
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36 Evaluations for employees who have worked more than 12 months shall be evaluated by May
37 31st by his/her immediate supervisor. Such evaluations shall be delivered electronically using
38 their district email. Virtual/electronic signatures shall be used for acknowledgment of such
39 evaluation.
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- 41 6. 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:
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- 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.

7. Bid Fair:

No bid fair this year. Positions shall be posted once available. Any cuts shall be communicated and those impacted shall be kept whole.

8. NORA letters:

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

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 PARAEDUCATORS

RICHLAND SCHOOL DISTRICT #400

BY: Nicki Sintay (electronic signature) BY: Tony Howard (electronic signature)
Nicki Sintay, Chapter President Tony Howard, Assistant Superintendent of HR

DATE: April 22, 2020 DATE: April 22, 2020

