

MEMORANDUM OF UNDERSTANDING
Between
MARYSVILLE SCHOOL DISTRICT
and
SERVICE EMPLOYEES INTERNATIONAL (SEIU 925)

The **MARYVILLE** School District (“District”) and **SERVICE EMPLOYEES INTERNATIONAL (SEIU 925)** confirm the following agreements related to the unprecedented COVID-19 virus outbreak:

1. **Work during District closure** – When all schools are closed, a revised work schedule will be followed. The services of certain employees and employee groups will be needed by the District, and these employees may be called to work on-site or asked to perform certain services at home. Employees who are not needed on-site or to perform services at home will be placed on call (home assignment) during their regularly scheduled working hours. Employees who are on call (home assignment) will follow these guidelines:
 - a. Employees will check email daily. The frequency and timing of when they are available to respond to email is in conjunction with the employee’s regularly scheduled workday.
 - b. Employees will be expected to remain available for phone calls and/or virtual meetings with their supervisor/District or colleagues during regularly scheduled working hours.
 - c. It is understood that as the situation evolves, additional work from home or on-site may be required of employees who are assigned to their homes. The District will communicate openly with the Associations about the nature of this work as it is anticipated. It is recognized, per guidance from OSPI, that this work “will require flexibility and may necessitate paid staff to perform different duties than they are normally assigned.” The District and Union will collaborate in good faith to address any concerns and bargain the impacts of these changes as it applies to mandatory subjects.
 - d. Employees who work at District sites or at home will not work beyond their regularly scheduled hours without advance authorization. Work schedules may be flexed by agreement of the employee and supervisor as long as the total number of weekly work hours does not exceed the employee’s normal schedule.
 - e. If a reduced workforce is needed, shifts will be filled first by those available and then by an equitable rotation.
 - f. In the event that an employee is assigned to perform work outside of their regular job classification, the District will provide appropriate training, if needed.
 - g. In the event that an employee is required to obtain a food handlers permit the District will reimburse the employee for the cost of the permit.
 - h. Employees that are assigned to the “front line duties” within the Classifications of Food Service, Para Pro and Drivers shall be paid an additional \$2.00 per hour for hours worked during the school closure. Classifications of Custodial, Maintenance, Security, Grounds, Warehouse, Mechanics, Dispatchers and Print Shop shall be paid an additional \$1.00 per hour for hours worked during the school closure.
2. **Leave** – Effective, March 13, 2020 until state and federal mandates allow for a safe return to school.

All employees are required to be available for work. Certain positions are requested to work from home when possible. To keep essential functions operational, as requested by the Governor, certain positions are required to come to work.

If you are out sick and the absence is not related to COVID-19, then sick leave is to be used. This means you are not available for work, on-site or remotely. If you are unavailable for other personal reasons and are unavailable to report for or complete and assignment, you may use other appropriate leaves accrued.

The following leave taken as a result of the COVID-19 closures shall be treated as a separate leave allowance that is specific and unique to the current public health crisis. No vacation, personal, sick or unpaid leave will be deducted from employee leave banks under the following conditions:

- a. If an employee is directed by a health professional or agency to be quarantined for 14 days, either because of close contact with a person who has had a lab-confirmed case of COVID-19 or because they have tested positive for COVID-19.
- b. If an employee has COVID-19 symptoms or falls into one of the high-risk categories (adults aged 65 and older, people with weakened immune systems from medical conditions or treatments, pregnancy) or cares for others in the household that may have COVID-19 risk factors.
- c. If an employee follows documented guidance issued by a medical or public health official to isolate or quarantine themselves as a result of exposure to COVID-19.
- d. If an employee has to care for their children due to school closure because of COVID-19.
- e. If an employee self-isolates or quarantine themselves due to COVID-19.

Employees on such leave are expected to be working remotely during the closure, unless they are experiencing incapacity to work due to illness or care for others.

Staff will not be expected or required to enter these absences into Substitute On Line.

If you are not available during school closure and do not qualify for sick leave or COVID-19 leave, then you are expected to use your personal leave or vacation days.

3. **Spring Break** – During the week of April 6th through 10th, 2020, classified staff not scheduled to work this week per their pay plan but deemed necessary to provide essential services per their supervisor will be paid for the additional work at time and a half for hours worked.
4. **Making up lost instructional days and time** – The District will follow OSPI guidelines for waivers related to COVID-19 and the District and Union will meet to negotiate impacts.
5. **Funding sources** - As state and federal funds are authorized to mitigate the impacts of COVID-19, this MOU will be interpreted liberally in favor of allowing the District to access those funds to pay for any provision of this MOU for which such funding may be available, especially as it pertains to accessing assistance for paid leave benefits, and to make such changes as may be necessary to access that funding.
6. Pay and benefits will remain whole during the closure through a combination of stand-by and assignments as outlined above including leaves as outlined in Section 2.

7. The School District will follow PPE (Personal Protection Equipment) at or above the recommendations of the CDC or Local Health Department and provide access to gloves and sanitizing products, to the best of the District's ability.

8. **Effective dates** – This MOU shall be in effect beginning March 13, 2020 until state and federal mandates allow for a safe return to school. All other provisions of the collective bargaining agreement shall remain in full effect. This MOU is not precedent-setting and is intended to address the specific and unprecedented health emergency presented by COVID-19.

Dated this 3rd day of April, 2020.

For the District:

Service Employees International Union:

Service Employees International Union:

Due to COVID-19 and state mandated stay at home directives I am acknowledging agreement of this MOA via video conference on April 3, 2020. – Tracy Souza

Due to COVID-19 and state mandated stay at home directives I am acknowledging agreement of this MOA via video conference on April 3, 2020. – Debbie Harris

Due to COVID-19 and state mandated stay at home directives I am acknowledging agreement of this MOA via video conference on April 3, 2020. – Diana McCarthy

Due to COVID-19 and state mandated stay at home directives I am acknowledging agreement of this MOA via video conference on April 3, 2020. – TJ Schmoe

Due to COVID-19 and state mandated stay at home directives I am acknowledging agreement of this MOA via video conference on April 3, 2020. – Tricia Schroeder, SEIU 925 Union Organizer