

MEMORANDUM OF UNDERSTANDING
between
MARYSVILLE SCHOOL DISTRICT
and
SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 925

THIS MEMORANDUM OF UNDERSTANDING SETS FORTH THE FOLLOWING AGREEMENT BETWEEN MARYSVILLE SCHOOL DISTRICT AND THE SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 925.

Whereas, the District and Union agree to the following terms regarding the Remote School Start, re-opening, reductions in force (RIF), and the work of 10-month and 12-month employees change in work condition.

The District will communicate and bargain per the CBA with SEIU regarding any changes in personnel, hours and schedules and provide proper PPE for each employee working onsite.

1. Employees with COVID-19/Suspected COVID-19:

Employees who have been diagnosed with COVID-19, or are experiencing symptoms of COVID-19 and are seeking a medical diagnosis, and may access any of the following benefits for which they are eligible based on the law, District policy, and/or the terms of the applicable collective bargaining agreement (CBA):

- a. **Emergency Paid Sick Leave (EPSL)** under the federal Families First Coronavirus Response Act (FFCRA). The statutory cap on EPSL is \$511 per day. However, the employee with a salary that exceeds this cap may be able to supplement benefits received through EPSL up to the employee's regular daily salary by other paid leaves or benefits for which the employee is eligible;
- b. Accrued or donated leave for illness, injury, or emergency;
- c. Personal leave and/or vacation leave (as available under the CBA and District policies);
- d. Washington Paid Family Medical Leave (PFML) (eligibility determined by the state);
- e. Worker's compensation (*Claims that meet certain criteria for exposure will be considered on a case-by-case basis and eligibility will be determined by the state.*)
- f. Family Medical Leave Act (unpaid leave except for continued health insurance benefits);
- g. Unpaid leave of absence for the period of the temporary disabling condition;
- h. Long-term disability benefits (eligibility under SEBB to be determined by the state); and
- i. Unemployment benefits (eligibility determined by the state).

2. Employees Quarantined Due to Possible Exposure to COVID-19:

Employees who have been advised by a public health agency to quarantine at home due to possible exposure to COVID-19 **may not come to work at a District work site** and may access any or all of the following benefits under the terms of the applicable law, District policy, or collective bargaining agreement (CBA):

- a. Alternative assignment for work/services which may be provided from home, if determined feasible the District will communicate with SEIU regarding any requested alternative work assignments. *(note regarding communication with SEIU)* (see paragraph 11 below);
- b. EPSL with possible supplementation up to the employee's regular daily salary if the employee's salary exceeds the statutory EPSL cap (\$511/day)—supplementation may be provided by (i) paid administrative leave if the quarantine was due to a verified exposure at a District work site; or (ii) other paid leaves if the quarantine was due to reported exposure elsewhere;
- c. Paid administrative leave if (i) the employee has exhausted EPSL, (ii) an alternative work assignment for work/services provided at home is unavailable, and (iii) the quarantine was due to confirmed exposure at a District work site;
- d. Accrued or donated leave for illness, injury, or emergency;
- e. Personal leave and/or vacation leave (as available under the CBA and District policy);
- f. Unpaid leave of absence for the period of the quarantine; and
- g. Unemployment benefits.

3. Employees Caring for Someone with COVID-19/Suspected COVID-19:

Employees who have a bona fide need to care for an individual who is subject to quarantine because that individual has been diagnosed with COVID-19, or is experiencing symptoms of COVID-19 and is seeking a medical diagnosis, may not come to work at a District work site and may access any or all of the following benefits under the terms of the applicable law, District policy, or collective bargaining agreement (CBA):

- a. Alternative assignment for work/services which may be provided from home, if determined feasible the District will communicate with SEIU regarding any requested alternative work assignments. (see paragraph 11 below);
- b. EPSL with possible supplementation by other paid leaves up to the employee's regular daily salary if the employee's salary exceeds the statutory EPSL cap (\$200/day);
- c. Accrued or donated leave for illness, injury, or emergency;
- d. Personal leave and/or vacation leave (as available under the CBA and District policy);
- e. Washington Paid Family Medical Leave (PFML);
- f. Family Medical Leave Act (unpaid leave except for continued health insurance benefits);
- g. Unpaid leave of absence; and
- h. Unemployment benefits.

4. High-Risk Employees (i.e., Employees at an Increased Risk of Severe Illness):

Employees who are at increased risk of severe illness or death from COVID-19 [as that term is defined by the CDC and the Governor's Proclamation 20-46, as amended] may choose to come to work at a District work site when required by the employee's assignment or may choose to access any or all of the following benefits under the terms of the applicable law, District policy, or collective bargaining agreement (CBA):

- a. Alternative assignment for work/services which may be provided from home, if determined feasible the District will communicate with SEIU 925 regarding any requested alternative work assignments. (see paragraph 11 below);
- b. EPSL with possible supplementation by other paid leaves up to the employee's regular daily salary if the employee's salary exceeds the statutory EPSL cap (\$511/day) *if* a medical provider has advised the employee to self-quarantine because of the employee's high-risk status
- c. Accrued or donated leave for illness, injury, or emergency;
- d. Personal leave and/or vacation leave (as available under the CBA and District policy);
- e. Unpaid leave of absence; and
- f. Unemployment benefits.

5. Increased Risk Individual in the Employee's Household:

Employees who themselves are not at higher risk but have someone in the household who is at increased risk of severe illness or death from COVID-19 [as that term is defined by the CDC and the Governor's Proclamation 20-46, as amended] may choose to come to work at a District work site when required by the employee's assignment or may choose to access any or all of the following benefits under the terms of the law, District policy, or applicable collective bargaining agreement:

- a. Alternative assignment for work/services which may be provided from home, if determined feasible the District will communicate with SEIU regarding any requested alternative work assignments. (see paragraph 11 below);
- b. Accrued or donated leave for illness, injury, or emergency;
- c. Personal leave and/or vacation leave (as available under the CBA or District policy); and
- d. Unpaid leave of absence.

6. Employees with Children Impacted by School Closure:

An employee who must care for the employee's child because of a school closure or unavailability of the care provider due to COVID-19 precautions may choose to come to work at a District work site when required by the employee's assignment or may choose to access any or all of the following benefits under the terms of the applicable collective bargaining agreement (CBA) or law:

- a. Alternative assignment for work/services which may be provided from home, if determined feasible the District will communicate with SEIU regarding any requested alternative work assignments. (see paragraphs 11);
- b. EPSL with possible supplementation up to the employee's regular daily salary if the employee's salary exceeds the statutory EPSL cap (\$200/day) by other paid leaves (see above);
- c. Expanded Family and Medical Leave (EFML) under the FFCRA;
- d. Accrued or donated leave for illness, injury or emergency;
- e. Personal leave and/or vacation leave (as available under the CBA or District policy); and
- f. Unpaid leave of absence.

7. Employees who qualified for SEBB on February 29, 2020 and maintain employment and who are in paid status will maintain their SEBB benefits through the District until the Governor declares the pandemic over.

8. Employees Who Cannot Wear Required PPE:

An employee whose assignment requires work at a District work site and who provides medical certification that the employee cannot wear any personal protective equipment (PPE) required for the employee's assignment may choose to access any or all of the following benefits upon presentation of appropriate documentation from the employee's health care provider and under the terms of the applicable collective bargaining agreement (CBA) or law:

- a. Alternative assignment for work/services which may be provided from home, if determined feasible the District will communicate with SEIU regarding any requested alternative work assignments. (see paragraph 11 below);
- b. Accrued or donated leave for illness, injury or emergency;
- c. Personal leave and/or vacation leave (as available under the CBA or District policy);
- d. Unpaid leave of absence; and
- e. Other accommodations identified through an interactive process consistent with the Americans with Disabilities Act (ADA) and the Washington Law Against Discrimination (WLAD), chapter 49.60 RCW.

9. Employees Who Refuse to Wear Required PPE:

An employee whose assignment requires work at a District work site and who does not have a documented inability to wear PPE required for the employee's assignment, including but not limited to a face mask, but nevertheless refuses to do so may request an unpaid leave of absence for up to one (1) school year.

Employees will be provided an avenue for reporting failure to comply with PPE requirements with support of the district without fear of retaliation. The union will be notified of all complaints involving SEIU Members.

10. Employees Who Otherwise Choose to Not Work at a District Work Site Due to Concern for Safety:

An employee whose assignment requires work at a District work site and who does not fit within the conditions of paragraphs 1-8 above, may request an unpaid leave of absence for up to one (1) school year.

11. Alternative Work Assignments Provision

When an employee's regular 2020-21 assignment requires work/services at a District work site and the employee cannot work at a District work site on a temporary basis due to conditions under paragraphs 1, 2 or 3 above, the District will consider assigning the employee to available work that can be provided remotely from home **or at an alternative worksite in the district** on the condition that the employee is qualified, prepared and willing to provide such services. This decision is premised on the District determining that an alternative work assignment is feasible for the position held by the employee. If multiple employees holding the same job classification request alternative work assignments and such assignments are limited, the District will prioritize employees in the following order:

- a. Employees who hold the appropriate qualifications for the position;
- b. Employees with COVID-19/suspected COVID-19;
- c. Employees quarantined due to possible exposure to COVID-19; and
- d. Employees caring for someone with COVID-19/suspected COVID-19.
- e. Employees who are at increased risk for serious illness based on a health condition
- f. Employees who may be at increased risk for serious illness based on a health condition.
- g. Employees who, due to a condition, cannot wear personal protective equipment (PPE).

If two or more employees qualify for a temporary assignment under the priorities above, the District will award the assignment on the basis of seniority.

12. Employees are encouraged to communicate with the district with support from SEIU regarding concerns around safety.

13. Health and Safety

1. The District will implement District-wide health and safety protocols that we designed to comply with applicable guidance of all relevant public health agencies, which will include at least the following: the federal Centers for Disease Control and Prevention ("CDC"); Proclamations by the Governor; DOH; OSPI; the Washington State Department of Labor and Industries ("L&I"); Occupational Safety and Health Administration, and Snohomish County Health District. Health and safety protocols will be consistent with the District's Continuous Learning Plan. Strict compliance with all

relevant District safety and health rules will be an essential function of each Association employee's position. The District's health and safety protocols as they exist as of the effective date are outlined in the "Continuous Learning Plan," although the parties recognize that the District may revise such rules as guidance from federal, state, and local authorities' changes.

2. Prior to the start of the 2020-21 school year, the District will make reasonable efforts to provide notice to all employees, parents/guardians, and students of relevant health and safety protocols as they exist at that time. Should health and safety protocols change during the school year, the District will provide reasonable notice to the Association leadership and affected employees.

3. The District will provide training opportunities for all Association employees on health and safety protocols through safe school training prior to the start of the 2020-21 school year.

4. The District will provide the appropriate Personal Protective Equipment ("PPE") to Association employees when required to meet state health and safety standards. Employee requests for additional PPE will be made to the employee's supervisor. The District will respond to PPE requests in a timely manner.

5. Meetings of employees, including professional development, may be held in person during remote or hybrid instruction, provided that the number of employees present and physical setup of the meeting is consistent with then-existing state requirements. Any employee may work with supervisors to allow remote options as appropriate.

6. A site specific COVID-19 staff member shall be designated by the district at each school and other work site to monitor the health of employees and enforce the COVID-19 district/schools safety plan.

7. To ensure the health and safety of all staff, students, and community all employees are required to follow these health and safety protocols:

- a) Complete the health screening form before arriving at work.
 - i. Stay home if you are feeling sick
- b) Enter through the main front doors
- c) Employees, students and any other individuals who will be at the school for more than 15 minutes will be screened by COVID-19 staff at the start of every shift.
 - i. Immediately go home if they feel or appear sick.
- d) Sign in at front office
- e) Masks are required (will be available at the front entrance)
- f) Use hand sanitizer

- g) Wash hands frequently
- h) Groups no larger than five (5)
- i) Sanitize spaces/shared items in between meetings

15. Effective Dates

This Memorandum of Understanding will be take effect upon the adoption date of September 1, 2020 and expire on December 31, 2020. If the working conditions and student status are substantially the same on January 1, 2021 as September 1, 2020 this Memorandum of Understanding will automatically be renewed through March 31, 2021. Should the District return again to remote learning anytime during the 2020-2021 school year this Memorandum of Understanding will be in effect.

Due to COVID 19 parties agreed to accept electronic copy as both parties are not available for signature, September 21, 2020.

For the District:

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Service Employees International Union 925:

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Field Representative

Service Employees International Union 925:

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