

**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 and the implementation of Reduction in Force.

For purposes of this MOU “a furlough is defined as a mandatory, temporary leave of absence from which the employee is expected to return to work or to be restored from a reduced work schedule.”

For the purposes of this MOU “standby” will be the status used to describe unemployment status of a furloughed employee through December 31, 2020.

Due to remote start to learning for the 2020-2021 school year because of the COVID-19, and the subsequent lack of available work for staff members, the District has implemented a temporary furlough anticipated to last from September 1, 2020 through October 31. Because of this established furlough, the District and Union have met and agreed to the following items deemed impactful to their members:

**A. Seniority**

All employees who have been identified as fully or partially furloughed will retain district seniority and continue to earn seniority without interruption through the estimated temporary furlough period.

**B. Union Membership**

Furloughed SEIU members remain covered by provisions they are eligible for according the Collective Bargaining Agreement and resume full membership upon return from furlough status.

**C. Longevity/Experience**

All employees who have been identified as fully or partially furloughed will retain current longevity used for vacation accrual and salary placement. The time period spent on this temporary furlough will not negatively impact either district longevity or experience.

**D. Sick Leave**

Employees working less hours due to being furloughed are accruing sick leave based on hours worked. Once furloughed employees return, their leave will be front-loaded based on the date of their return.

**E. Accrued Leave: Vacation Leave and Personal Leave**

Employees working less hours due to being furloughed are accruing vacation leave based on hours worked. Personal leave will be applied per the Collective Bargaining Agreement.

**F. Benefits-Medical, Dental, Vision, Life and Long-Term Disability (if applicable)**

Employees will continue to be reported as current employees and as eligible for insurance benefits through the School Employees Benefits Board (SEBB), including the employer contribution. It is understood they will be required to pay their regular portion of their benefits cost as required by School Employees Benefits Board (SEBB).

For employees who have paid atypical out of pocket expenses which are not otherwise reimbursable due to an erroneous cancellation of SEBB eligibility for September 2020, the District will meet with the employee and the Union to address and remedy such expenses.

**G. Benefits- Retirement**

District will report all compensated hours for all employee to the state.

**H. Unemployment**

During the furlough period, employees are considered on standby until further notice and may apply for unemployment benefits as allowable by Unemployment Security Department. The District will not contest their application, but it is understood that the District does not control the award of benefits. Employees who have been identified as being furloughed are considered on stand-by and will be available as meaningful work arises.

**I. Shared Work**

If the district finds that a “shared work” option is possible, they will bargain with the union to implement.

**J. Certifications, Licenses, Physical, Credentials, Trainings**

Employees placed on RIF, furlough or stand by status are eligible for renewing all the licensing, physicals, certifications, etc covered in the CBA through the 2020-21 school year.

**K. Recall While from Remote Learning**

Employees will be given up to 15 working days to return to a recalled position. If, per the CBA someone has applied for and accepted a different permanent position, they will retain the position. If someone has accepted a temporary assignment, they will return to their initial 2020-21 assignment.



**L. Temporary Re-call During Remote Learning**

Employees will be on the recall list and recalled to open and temporary assignment based on seniority and current qualifications per the CBA. Employees will have up to 48 hours to accept a temporary assignment. While on recall list employees may accept a different position or temporary assignment.

**M. Recall from RIF List as an Emergency Substitute**

Employees on recall list will be called by seniority and current qualifications per the CBA for day-to-day substitute work.

**N. Recall Refusal**

If an employee is facing a full furlough and is offered a job in a lower job class or hours that total a 50% or greater reduction, they may refuse that job and remain on the recall for their current position and the district will not contest Unemployment claim.

**O. Effective Dates**

This MOU is not precedent-setting and is intended to address the specific and unprecedented COVID-19 crisis. This Agreement will be construed consistently with any now enacted or later enacted legislation, and it is the intent of the parties that this Agreement shall be construed liberally in favor of employees being granted both unemployment benefits and SEBB benefits. If the temporary furlough period becomes projected to extend past the anticipated end date of October 31, 2020, the District and the Union will re-convene.

This Agreement shall not be construed to restrict any other rights of the District or Union under the CBA, including but not limited to the District's right to lay off employees should such need arise subsequent to this agreement.

As the COVID-19 crisis evolves and/or new regulations are put into effect, the District and the Union will meet to make any adjustments to this MOU as are deemed necessary. This MOU may be modified only by mutual agreement of the parties. If any part of this MOU is invalid or unenforceable, the remaining provisions shall continue to be valid and enforceable. Disputes relating to this MOU will be subject to the grievance and arbitration provisions of the Collective Bargaining Agreement.

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:**

**Tracy Souza**  
**Executive Director, Human Resources**

**Service Employees International Union 925:**

**Tricia Schroeder**  
**Field Representative**

**Service Employees International Union 925:**

**Debbie Harris**  
**Ten Month President**

**Service Employees International Union 925:**

**TJ Schmoe**  
**Twelve Month President**