

## **Memorandum of Understanding**

This Memorandum of Understanding (MOU) sets forth the following agreement between SEIU 925 Tukwila Chapter and the Tukwila School District No. 406.

The parties agree that circumstances have required the District to cancel student access to school campuses as a result of Governor Jay Inslee's Proclamation related to COVID-19. Due to this extraordinary circumstance, the parties agree to the following until normal school operations resume:

### **Recognition of Essential Staff -**

In accordance with Governor Inslee's Proclamation on March 23, 2020: "Workers supporting public and private childcare establishments, licensed pre-K establishments, K-12 schools, colleges, and universities for purposes of distance learning, or the provision of school meals, or child care for the children of essential workers across all sectors and for uniquely vulnerable children."

### **Health and Safety-**

1. Employees 60 years of age or older, those with underlying health conditions, those who are pregnant, or those who are expected to self-quarantine according to CDC guidelines, are not expected to report to a school or district building and will accomplish their or assigned work from a remote location. If asked to report to essential onsite work but belong to one of the categories mentioned above, employees will communicate to their supervisor if they fall in one of these categories but will not be required to divulge any specific medical conditions. This sensitive information may only be used in confidential communication with Human Resources. Compensation and benefits will continue for employees who fit any of these criteria and will not be required to use their leave entitlements.
2. If a staff member is ill and unable to perform either remote or on site work, they will use appropriate leave as bargained in the CBA.
3. Tukwila School District will adhere to all of the safety and health requirements necessary to ensure the safety of staff who are required to work on site. This includes enabling and enforcing appropriate social distancing guidelines and limits to group size, sanitation and disinfection of work spaces, health screenings, and any other recommendations prescribed by the CDC and King County Department of Health ([www.kingcounty.gov/depts/health](http://www.kingcounty.gov/depts/health)). Tukwila School District will adhere to all of the safety, health, WAC and RCW requirements.

### **Compensation-**

Compensation and benefits will continue for all permanent employees based on current assignment schedules, as of March 13, 2020.

### **Time clocks-**

Employees are required to clock in/out or record hours as per the CBA. In accordance with the "Compensation" section, there is an understanding that all employees will be paid guaranteed hours as of their assignments on March 13, 2020. Individuals who have already communicated with their supervisor they are not reporting to their work site because the criteria in Health and Safety above applies, will be guaranteed their assignment wages.

### **SEIU 925 Onsite Work-**

In order to remain in compliance with OSPI guidance, employees will report to work onsite until otherwise directed. Safe working environments will be established in collaboration between the District and the Union. The District and employees will take every precaution to follow the current health and safety guidelines:

- Social distancing - remain six feet apart from others;
  - Work in groups no larger than 10 people;
  - Participate in Health Screening;
  - Wear District provided necessary protective equipment per department, which may include the following: gloves, eye protection, and masks. Full body protection is for maintenance and operations employees for the purpose of disinfecting only.
1. Food Service: Prepare “to go” breakfast and lunch for students; assist with delivery of breakfast and lunch to students. The appropriate amount of food service employees will remain onsite at each HUB to distribute food.
  2. Transportation: Transport student food and learning materials to the six established HUBs. The Bus will remain at the HUB in order to provide shelter for staff that will deliver food or learning materials to students. Vehicle pre-trip, post-trip, and clean and fuel procedures will be adhered to.
  3. Custodial / Maintenance: Complete custodial and maintenance projects as communicated by Director of Maintenance and Operations. Set up and take down tables and pop up tents (Saars Super Saver Food and Tukwila Pool location) at each distribution HUB. Disinfect buses or vehicles as needed. If a case of COVID-19 has been confirmed, any bus or vehicle that is to be disinfected will be out of service for a minimum of 48 hours.

### **SEIU 925 Remote Work Expectations-**

- Employees shall check emails daily and respond if necessary.
- Employees covered under the SEIU 925 CBA shall be available for:
- Virtual staff or team meetings (e.g., Zoom) during contracted working hours;
- Engage in department and central office directed work and virtual meetings when requested;
- Engage in department directed work;
- Take appropriate action to ensure essential department and district operations are maintained;
- Be available to report to a district site for onsite work that conforms to the current job description that cannot be accomplished in a virtual setting. This may be accomplished by shift modifications using limited personnel so that all CDC recommendations can be adhered to.

All Employees will communicate with their direct supervisor for clarification of expectations and questions related to remote or onsite work. Any shift in supervisory structures will be clearly communicated to the impacted staff.



### **Non-essential onsite work-**

As it pertains to Governor Inslee's Proclamation and OSPI, will be delayed until such time as the state has deemed it appropriate and safe for schools to reopen and staff are returned to onsite work to prepare for students to return. If work is deemed necessary to provide vital services to students and the community, Department Directors site administrators will communicate the work needed to staff and together they will work to schedule a time/day to report to accomplish the task(s), given they do not meet the criteria described in the Health and Safety section above

In the unlikely event that an unforeseen issue emerges, the administrator will contact the specific employee to determine the best way to accomplish the necessary task or request, with the understanding that our first default is to accomplish tasks remotely and not face to face.

### **Spring Break-**

Spring Break will continue as scheduled during the week of April 6-10, 2020.

If unforeseen issues arise that impact the District's ability to provide food services to students as required by the state, the District will solicit volunteers by the close of business on Thursday, April 2, 2020 who are willing to work shifts during Spring Break for extra hours, in order to provide this essential service to students. The District will need time to arrange for a contingency plan that does not include mandatory reporting to work.

### **Substitutes-**

Any substitute called to work will be paid in accordance to the CBA. Substitutes will communicate with their supervisor for any needs or requirements.

### **Essential Worker Notice-**

For travel purposes TSD will provide a by-name document using TSD letterhead signed by the Superintendent (or designee) to all SEIU 925 members who are deemed essential during the COVID-19 crisis.

### **Emerging Issues-**

As the impacts of COVID-19 develop and unforeseen issues arise, and/or state requirement/guidelines of funding change, SEIU 925 & TSD agree to meet and negotiate future work needs for the school community not addressed in this agreement included but not limited to, need for greater assistance w/onsite childcare, delivery of food, special disinfecting procedures, etc.

SEIU & TSD will continue to communicate and problem- solve issues within the District as they arise, and will meet together at least seven (7) business days prior to students returning to school to discuss reopening work site

For the SEIU 925, Tukwila Chapter



Maria Edwards  
President

Date

4/3/2020

For the Tukwila School District



Aaron Draganov  
Human Resources

Date

4/3/2020