

**Memorandum of Understanding  
Between  
MCPEA  
and  
The Mead School District**

The purpose of this letter of agreement is to set forth the following agreement between the Mead Classified Public Employees Association and the Mead School District #354. The parties recognize that circumstances have required that the District cancel most student access to school campuses as a result of the Governor's announcement related to Coronavirus (COVID-19) yet the need for childcare for critical responders and serving the nutritional needs of children has been tasked to school districts in place of the regular school operations. Due to this extraordinary circumstance, the parties also recognize that in order to meet these new needs the District must have employees engaging in work activity during the school closure and the MCPEA group are essential employees during this time.

1. Leaves:

- a. Under the conditions described below, the District shall place employees on administrative leave with pay. No personal, sick, vacation or unpaid leave shall be deducted under the following conditions:
  - i. Employees who are in one of the high-risk categories (over the age of 60, pregnant, or people with serious, chronic health conditions including but not limited to: heart disease, diabetes, lung disease, or compromised immune systems) and provides a doctor's note, will not be expected to come to a school district location to work. Employees who are pregnant or who are older than 60 shall not be required to provide a doctor's note.
    1. If an employee in the above high-risk categories volunteers to continue working, the District will ensure appropriate safety and health precautions as recommended by DOH and/or OSHA.
    2. The District may ask for employee volunteers, but will not apply undue pressure. If there are not enough employees and volunteers combined to meet the needs of the district, the parties agree to meet to re-negotiate.
    3. An employee in the high-risk category can bring concerns about building assignment to the director to address placement.
  - ii. Any employee who verifies that they have been quarantined or isolated by health authorities or their doctor due to COVID-19 and employees whose health is otherwise deemed at risk by a medical professional due to contracting COVID-19 will be placed on administrative leave with pay.
    1. The District shall ensure employees have adequate time to provide any required documentation.
    2. In doing so, the employee is subject to immediate recall once they are cleared by their doctor or another qualified medical professional.
  - iii. Employees who are the primary caregiver for a family member that either has COVID-19 or who has been quarantined or isolated by health authorities or their doctor and whose health is otherwise deemed at risk by a medical professional. The employee will be required to provide a doctor's note.
- b. Individuals who were and remain restricted from regular duties and employees who were previously on an approved leave without pay status, prior to the school closures will remain in that status until their approved leave ends or they are released to full duty by their physician.
- c. Any employee not in a high-risk category described above, who chooses to be unavailable for any work during this time or any part of this time will be allowed to utilize sick, annual or vacation leave or be placed on Leave without Pay.

2. Compensation: No employee outside of 1 (b &c) above shall lose pay as a result of the school closures related to COVID-19.

- a. Except as outlined in the above section, employees must work in order to receive their regular full day's compensation.
- b. In the event of a shelter-in-place order by authorities, or similar action, all provisions in Article V, Section C-13: Emergency Closures, shall apply. In the event that appropriation funding from the state ceases, the parties agree to meet to renegotiate this subsection.

3. **Benefits:** School employees, including substitutes, who already have met eligibility or would have become eligible for SEBB benefits for this school year (that is, already worked or would work 630 hours) will continue their SEBB coverage through Aug. 31, 2020, unless employment is terminated or the individual resigns.
4. **Work Schedule During Closure:** Due to the state mandated change in tasks performed within the schools (Child Care and Nutrition Services), work assignments will be adjusted to address the custodial needs of those programs. The District shall implement various schedules and work assignments for employees as needed during campus closure.
  - a. In these situations, the District will strive to ensure assigned duties generally fall within scopes and skill sets expected from employees. As part of this process all parties recognize there may be assignments that call for a crossover of work areas for certain employees.
  - b. Such assignments are necessary adjustments in response to COVID-19 and are temporary. Employees will return to regular work assignments when the District resumes regular operations.
5. **Health and Safety Precautions:** The District will ensure employees have safe, appropriate working conditions that meet recommended OSHA and DOH standards during this crisis.
  - a. Each employee will have access to adequate and appropriate supplies and materials to maintain recommended health standards (i.e.: soap, towels, hand sanitizer, gloves etc.). If supplies are not available, employees shall not be required to do the work.
  - b. In the event, an employee believes there is a safety and health concern, the employee will contact the Director immediately to either resolve the concern or be reassigned.
  - c. The District will work to incorporate the recommended social distancing into the adjusted work schedule.
  - d. Employees will be reminded to follow appropriate health and safety precautions.
6. **Communication:** The district will continue to provide updates regarding recommendations from appropriate Public Health Officials and the Office of the Superintendent of Public Instruction related to school operations and appropriate measures under way to minimize the spread of the virus. The parties shall meet to discuss working conditions prior to schools reopening.

The parties also agree:

Any agreements made as a result of this agreement are one time only and non-precedent setting.

It is also acknowledged that the situation is changing rapidly, and agreements made here may become invalid at a later date due to government decree. The parties will reconvene in a timely manner to discuss any agreement made unlawful during the course of this MOU.

In the event the school closure mandate is extended beyond April 24<sup>th</sup>, the parties will reconvene to negotiate the impact of such closure.

This Memorandum of Understanding shall be effective March 17, 2020, remain in effect through April 24, 2020

Dated this 20<sup>th</sup> day of March, 2020

**For the District**



Shawn Woodward  
Superintendent

**For the Union**



Kevin Snyder  
President