

**Memorandum of Understanding  
between  
Mercer Island Education Association ("MIEA")  
and  
Mercer Island School District ("District")**

**Impacts Related to COVID-19 for Certificated and Classified Staff Working  
On-Site Between August 17, 2020 and Sept. 1, 2020**

This Memorandum of Understanding (“MOU”) reflects an agreement between the MIEA and District (together, the “Parties”) regarding salary terms and working conditions that are impacted by the provision of District services during this unprecedented time.

This MOU is entered into as an agreement on the COVID-19 health and safety protocols and related impacts that will be in place from August 17, 2020, through September 1, 2020. All other provisions of the collective bargaining agreements shall remain in full effect. This MOU is not precedent-setting and shall expire by its own terms on September 1, or until replaced by an alternative COVID-19 Health & Safety Protocol.

The Parties agree and understand that there will be further discussion regarding the appropriate COVID-19 health and safety protocol and related impacts on working conditions after September 1, 2020. These Protocols will be updated should there be material changes in the health guidance or requirements issued by OSPI, the CDC, the WA Department of Health, and King County Department of Health, and Labor & Industries.

These protocols are specifically designed to reduce the health risk created by COVID-19 in or on District property or District-sponsored activities (together, “District Property/Activity”). Despite the thoroughness of these protocols, the risk posed by COVID-19 cannot be eliminated. To safeguard the health and safety of all involved, it is imperative that these protocols be faithfully followed by all those who enter District buildings at all times. Together, by following the guidance below, we can keep students, the community, and one another healthy.

**COVID**

Coronavirus (COVID-19) is an illness caused by a virus that can spread from person to person. The virus that causes COVID-19 is a new coronavirus that has spread throughout the world. COVID-19 symptoms can range from mild, or no symptoms to severe and life-threatening.

COVID-19 is primarily spread from person to person and a person can become infected by coming in close contact (within 6 feet) with another person that is infected by COVID-19. Public health officials report that COVID-19 is spread through respiratory droplets, and a person may be infected if exposed to these droplets when another person coughs, sneezes, or talks. It is also possible to contract COVID-19 if a person touches their mouth, nose, or eyes after touching a surface that has the live virus on it.

### **Health & Safety**

Safety is a mutual priority for the Parties. This Health and Safety Protocol complies with the current guidance and requirements of applicable public health agencies, including King County Public Health, Washington Department of Health, CDC, OSPI, and Labor & Industries.

Recognizing that this Protocol will be revisited and may need to be adjusted, the Parties agree that any future version will include, but not be limited to, the following:

- How to screen for symptoms of Covid-19,
- Physical distancing,
- Appropriate Personal Protection Equipment (PPE),
- The appropriate response to individuals exhibiting COVID-19 symptoms on District Property or at a District Activity,
- Training on proper cleaning techniques as appropriate,
- Proper handwashing technique, and

Staff shall be provided training on the aforementioned Protocol prior to first returning to the District Property or participating in a District Activity. A staff member need not be provided training on a provision of the Protocol with which the staff member has been trained.

Staff will also be reminded on how to report unsafe working conditions and be informed that practices inconsistent with this Protocol constitute an unsafe working condition or work practice as related to COVID-19. As always, staff who observe others behaving unsafely should strive to first alert the person directly involved and then, if unresolved, alert an administrator or supervisor. If uncomfortable approaching an administrator, staff may always contact Human Resources.

Strict compliance with all relevant District safety and health rules, including this Protocol, will be an essential function of each employee's job. Safety protocols will likely vary depending upon the job function(s) being performed by an employee.

The District will provide face coverings when requested, and additional PPE when required for the work assigned to the employee.

### **Daily Screening for COVID-19 & Exclusion: Overview**

1. All staff, students, and visitors should be screened daily for symptoms and exposure to COVID-19 in the form of an attestation completed at home. Should a staff member, student, or visitor fail to complete an attestation at home, that individual must complete an attestation upon arrival and before entry into District Property or Activity.
2. Staff, students, and visitors must stay away from any District location or Activity if they are experiencing COVID-19 symptoms.
3. Staff who do not report to work because they are experiencing COVID-19 symptoms must:
  - a. Remain at home and not go to work when sick, even if the symptoms are mild.
  - b. Notify their supervisor according to their department's procedures.

Such staff are encouraged to contact their health care provider by phone.

4. If a student or visitor exhibits signs or symptoms of COVID-19 while at District Property/Activity, that individual should be isolated from others until they can leave District Property/Activity.
5. If a staff member is already at work and experiences symptoms of COVID-19, the staff member must:
  - Inform their supervisor that they are experiencing COVID-19 symptoms, leave work, and go home

Such staff are encouraged to contact their health care provider by phone.

6. Any student, staff, or visitor with fever of 100.4 degrees or higher should be excluded from District Property/Activity. Temperature taking is one measure of screening for COVID-19, but should not be considered the only screening. Displaying COVID-19 symptoms is another reason to exclude.

7. Any staff, student, or visitor exhibiting signs or symptoms for COVID-19 should be excluded from District Property/Activity and follow return to District Property/Activity guidelines and timeline.
8. If a person has been in close contact with someone that is positive for COVID-19 without appropriate PPE, that person should be excluded from District Property/Activities and contact their provider for testing.
9. Any staff member or student who is excluded from school or District Property/Activity should stay home and follow the return to District Property/Activity timeline.

### ***Daily Screening for COVID-19: Pre-Arrival Attestation***

All staff and students should be screened daily for symptoms and exposure to COVID-19 in the form of an attestation completed at home prior to arrival; visitors should as well when possible. Staff, students, and visitors who complete a home attestation need not complete an in-person screen upon arriving at a District facility or District-sponsored activity.

Effective August 20, staff, students and visitors who complete a home attestation will also complete a self-temperature check upon entry into the building within view of a staff member, most likely an individual assigned to the building front office or the person with whom the visitor/student has an appointment. If a staff, student, or visitor is unable to complete their own temperature check, the District will assign the temperature check duties to staff who are not known to be designated as at increased risk or might be at increased risk for severe illness from COVID-19 under the [governor's proclamation, Proclamation 20-46.2](#). If a staff member enters a building when no one else is present onsite, that staff member must still check their own temperature and self confirm it is less than 100.4.

Should a staff member or student fail to complete an attestation at home, that individual must complete an attestation upon arrival at school. Again, staff members and students must stay away from any District location if they are experiencing COVID-19 symptoms.

The attestation questions shall include:

- a. Do you have any of the following symptoms:
  - Fever of 100.4 F or chills
  - Cough
  - Shortness of breath or difficulty breathing
  - Unusual fatigue
  - Muscle aches or body aches
  - Headache

- New loss of taste or smell
  - Sore throat
  - Congestion or runny nose not related to seasonal allergies
  - Vomiting or diarrhea
- b. Have you, to your knowledge, been in contact with anyone that is positive for COVID-19 in the past 14 days? \*Health care providers, EMS workers or school nurses who wore proper personal protective equipment (PPE) are OK to attend.
- c. Have you been given or taken any medication that can reduce a fever? These medications include Tylenol, Ibuprofen or Aspirin and or cold/flu medications that include any of these medications.

If the answer is yes to any of the above questions, you may not attend school, attend a District activity, or District worksite. If a staff member, contact your administrator.

*Monitoring Attestations:* Administrators or supervisors who have staff members working on District Property or at a District-sponsored activity will regularly monitor attestation completion and follow-up with individuals who are expected to be working on-site, have not completed their attestation, and have not requested or been approved for any time off.

***Daily Screening for COVID-19: Staff, Student, or Visitor who did not Complete Home Attestation***

Any student, staff, or visitor who has not completed an attestation prior to arrival at a District facility or at a District-sponsored activity will be verbally given an attestation before entering or upon entering a District building or activity. After completing the verbal attestations, the individual will have their temperature taken.

Professional delivery providers, such as postal carriers, who will be onsite for fewer than 15 minutes may enter the work site without completing an attestation. All persons must stay away from any District location if they are experiencing COVID-19 symptoms and that is the reason they are unable to complete the attestation.

1. *In-Person Attestation:* Any person who has not completed an attestation at home, must be screened upon arrival. The following screening questions are to be asked in-person (interpretation services may be used) or provided in writing, if available, in the home language of staff, students, or visitors by request. These screening questions include:

- a. Do you have any of the following symptoms:
  - Fever of 100.4 F or chills
  - Cough
  - Shortness of breath or difficulty breathing
  - Unusual fatigue
  - Muscle aches or body aches
  - Headache
  - New loss of taste or smell
  - Sore throat
  - Congestion or runny nose not related to seasonal allergies
  - Vomiting or diarrhea
  
- b. Have you been in contact with anyone that is positive for COVID-19 in the past 14 days? \*Health care providers, EMS workers, or school nurses who wore proper personal protective equipment (PPE) are OK to attend.
  
- c. Have you been given or taken any medication that can reduce a fever? These medications include Tylenol, Ibuprofen or Aspirin and or cold/flu medications that include any of these medications.

If the answer is yes to any of the above questions, do not allow entrance to building. The following must be done:

- Student - send them home,
  - Visitors - reschedule appointments,
  - Staff Members - Contact your administrator.
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2. *Temperature Check:* Any student, staff or visitor who completed an in-person verbal attestation will, to the extent possible, take their own temperature consistent with the above (e.g. within view of a staff member). If an individual must have their temperature taken by a staff member (temperature check), anyone performing temperature checks should be wearing non-cloth disposable earloop, dust mask, or KN-95, if specifically requested and supply permitting, **and** a face shield. Non-cloth disposable earloop, dust masks, or KN-95 masks should be changed daily and, if unsoiled, not reused within three days of initial use. If a KN-95 mask is provided in response to a request, that KN-95 mask must not be unnecessarily disposed of and should be re-used by that staff member when performing District duties to the maximum extent possible. Staff can take temperatures using the following methods:
    - Forehead Scanning
    - Thermal Scanning
    - Oral Scanning

If a student, staff or visitor's temperature is less than 100 degrees, that individual may proceed into the facility or District sponsored activity. If a temperature is 100 or greater, recheck. If the second check is 100 or greater, consult a nurse or, if unavailable, District administrator for further evaluation. Many students or staff may have a high temperature on screening, but when rescreened the temperature is normal. If this happens and the individual is free of symptoms they should be allowed to participate for the day. The reason why 100 degrees is used here instead of 100.4 (the guidance for COVID-19 and most other illness) is because board policy dictates that if an individual is tested to have a fever of 100 degrees or more, the school nurse or an administrator should be consulted and use their judgment as to whether the tested individual may remain onsite.

After temperature check, students, staff or visitors should proceed for handwashing with soap and water. Hands should be washed for a minimum of 20 seconds. Hand sanitizer may be substituted if handwashing is not readily available.

### **Face Coverings**

1. Face coverings must be worn over the nose and mouth to help prevent the spread of COVID-19. This is required by all people while indoors in a shared space, defined as having more than one person within that space, absent documentation of the reason for excusal. Staff need not wear a facial covering if alone in an area, such as an office or classroom. In some cases, a staff member's job duties will dictate a higher level of protection under guidance issued by the relevant health and safety agencies, including Department of Labor & Industries safety and health rules and guidance.
2. Any staff that will have close contact with a student should wear a face shield and a Non-cloth disposable earloop or dust mask. Close contact is defined as working in less than a six-foot radius for longer than 15 minutes in one session. Whenever possible, the student with whom the staff member is interacting should wear at least a cloth face covering or a face shield. If the student's family is unable to provide a cloth face mask or shield, the District will provide the face covering for this student.
3. Exceptions to required face coverings are:
  - Children under two years of age
  - People who have disabilities that:
    - Prevent them from comfortably wearing or taking off face coverings
    - Prevent them from communicating while wearing face coverings

- People who have respiratory conditions or breathing trouble
- People who have otherwise been advised by a medical, legal, or behavioral health professional not to wear a mask.

Documentation that a person falls in one of the above categories may be required before an individual is granted entry to a District facility.

4. In situations where students cannot wear a face mask or shield, additional protective barriers, such as clear partitions, may be requested by the staff interacting with the student and, if available, will be provided by the District prior to the staff person having to work with the student. The requesting staff member should make such a request as soon as reasonably possible upon learning of their desire for such a barrier.
5. At times, wearing a face-covering may interfere with a staff member's ability to work with a student who is deaf or hard of hearing. In these cases, both the student and the staff member must wear a face shield when not wearing a mask. It should be noted though that this would put the staff member at higher risk for contracting COVID-19, especially if the student is not wearing a mask. If a face shield is being used, it should extend below the chin of the wearer.
6. Hands should be washed or hand sanitizer used before putting on or removing a mask and/or face shield.

### **Physical Distancing**

1. To the maximum extent possible, staff should maintain a distance of six feet between themselves and other individuals
2. If activities can be done outdoors, that is considered a safer option as it maximizes air circulation. To the extent possible, consider modifying assignments, testing, and other interpersonal interactions so that these interactions can occur outdoors
3. If indoor spaces must be used, minimize the number of people in the room and prioritize using larger spaces. Current guidance permits a maximum of 5 people in a room for meetings, while maintaining six feet of distance
4. Individuals who work in a shared space must be able to keep six feet of distance when at their work stations and performing their work duties
5. Keep windows and doors open whenever possible

### **Cleaning and Disinfecting**

1. Desks, chairs and other multi-touch surfaces should be cleaned **at least** daily by custodial staff trained in cleaning, sanitizing, and disinfecting protocols.
2. Educational staff will spray EPA approved cleaning solutions, such as Virex, on surfaces at the end of each school day or when leaving the worksite for the day.



3. If a device, toy, manipulative or other shared material will be used by multiple students, it should be cleaned between uses. Where possible, sharing items between students should be avoided.

### **Supplies for Non-Custodial Staff (available as needed)**

1. Thermometer
2. Cloth or disposable earloop or dust mask
3. Face Shields
4. Cleaning Supplies
5. Hand washing station and/or hand sanitizer
6. Barriers consistent with the health authority guidance

### **Protocol Training**

All staff, including substitutes, will be required to complete training on each of the elements in the COVID-19 Protocol relevant to the employee's assignment. Staff who have already been trained on portions of the Protocols because they have been working throughout the summer months will not be required to be re-trained on those portions of the protocols (e.g. custodians will not need to be retrained on appropriate use of PPE) unless public health guidelines change. Staff will be provided an opportunity to ask questions in an interactive way either during or following the protocol training. All students and visitors who enter the building during this time period will be shown how to comply with each element of the relevant COVID-19 Protocols

### **Remote Work, Generally**

When all or a portion of an employee's work does not require being at the worksite, as determined by the employee's supervisor or District Human Resources, the employee may work remotely in a manner consistent with a plan agreed to by the employee's supervisor.

To the extent possible, the District will create August working conditions that reduce the number of people at worksites. Additionally, those who work in close shared workspaces, defined as within 6 feet of one another, will be permitted to work, to the **maximum extent possible**, on-site at alternative times or in alternative locations in the District. Staff who otherwise work in a shared workspace that accommodates the ability of people to work more than 6 feet apart may request, and the District will grant, if reasonably possible, to work on-site at alternative times or to work in alternative locations in the District.

### **Employees with COVID-19/Suspected COVID-19**

The District will work with KCPH if it is notified that a student or staff member has tested positive for COVID.

The District will notify staff and family members of students that have been in close contact with any person that the District learns has tested positive for COVID-19. Close contact is defined by WA DOH and KCPH as anyone that has been within six feet of someone for a period of 15 minutes or more.

Staff and students who do not have symptoms, but have been notified they have been in close contact with someone that has tested positive for COVID-19 should stay at home and away from others for 14 calendar days. Such individuals should not come to work or school and should avoid public places. They should continue to monitor for symptoms and consult with a medical provider to determine if they should be tested for COVID-19. If the COVID test is negative and they remain symptoms free for 14 days, they may return to work or school.

A student or staff member who is sick and has been in close contact with someone that is positive for COVID-19 should self-isolate at home (avoid other family members) even if symptoms are mild. They should also contact their medical provider and tell them they have been exposed to COVID-19+ person and are now sick.

Any staff confirmed to have COVID-19 can return to work when they have been:

- At least twenty-four (24) hours with no fever AND
- Ten (10) days since symptoms first appeared AND
- Symptoms have improved

A staff member, student or visitor that is exhibiting COVID-19 symptoms should be tested for COVID-19. If that person's COVID-19 test results are negative and they have not had any close contact with someone that is COVID-19 positive, and their healthcare provider determines that their symptoms are related to another diagnosis, that person may return to work once they are fever free for 24 hours and their symptoms are improving.

A person that has tested positive for COVID-19, but has no symptoms, may return to work 10 days after the test date if they have been symptom free for all 10 days.

Employees who have been diagnosed with COVID-19, or are experiencing symptoms of COVID-19 and are seeking a medical diagnosis, may not come to work at a District work site and may access any or all of the following:

- a. Work remotely performing their usual job duties if possible and if the employee is healthy enough to perform remote work;
- b. Alternative assignment for work/services which may be provided from home, if available and if the employee is healthy enough to perform remote work;
- c. Emergency Paid Sick Leave (EPSL) under the federal Families First Coronavirus Response Act (FFCRA), with possible supplementation up to the employee's regular daily salary if the employee's salary exceeds the statutory EPSL cap (\$511/day) by other paid leaves identified below;
- d. Leave for illness, injury or emergency;
- e. Shared leave;
- f. Personal leave and/or vacation leave (consistent with applicable CBA);
- g. Washington Paid Family Medical Leave (PFML);
- h. Worker's compensation (Under certain circumstances, claims from health care providers involving COVID-19 may be allowed. Other claims that meet certain criteria for exposure will be considered on a case-by-case basis.)
- i. Family Medical Leave Act (FMLA) (unpaid leave except for continued health insurance benefits;
- j. Unpaid leave of absence for the period of the temporary disabling condition;
- k. Long-term disability benefits; and
- l. Unemployment benefits.

**Quarantined Due to Possible Exposure to COVID-19:**

Employees who have been advised by a public health agency or the District to quarantine at home due to possible exposure to COVID-19 may not come to work at a District work site and may access the following:

- a. Work remotely performing their usual job duties if possible and if the employee is healthy enough to perform remote work;
- b. Alternative assignment for work/services which may be provided from home, if available;
- c. Emergency Paid Sick Leave (EPSL) under the federal Families First Coronavirus Response Act (FFCRA), with possible supplementation up to the employee's regular daily salary if the employee's salary exceeds the statutory EPSL cap (\$511/day) by other paid leaves identified below;
- d. Leave for illness, injury or emergency;

- e. Shared leave;
- f. Personal leave and/or vacation leave (only available under the terms of applicable CBAs);
- g. Unpaid leave of absence for the period of the temporary disabling condition; and
- h. Unemployment benefits.

**Higher Risk for COVID-19 Complications Employees:**

Employees who are at higher risk of severe illness or death from COVID-19 as defined by the CDC or the King County Department of Health, 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 available;
- b. Leave for illness, injury or emergency;
- c. Shared leave;
- d. Personal leave and/or vacation leave (only available under the terms of applicable CBAs);
- e. Unpaid leave of absence for the period of the temporary disabling condition;
- f. Long-term disability benefits; and
- g. Unemployment benefits.

An employee may be entitled to ADA accommodations if their high risk status is due to a medical condition.

**Employees Caring for Someone with COVID-19/Suspected COVID-19:**

Employees who are caring 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 collective bargaining agreement (CBA) or law:

- a. Work remotely performing their usual job duties if possible;
- b. Alternative assignment for work/services which may be provided from home, if available;
- c. Emergency Paid Sick Leave (EPSL) under the federal Families First Coronavirus Response Act (FFCRA), 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 identified below;

- d. Leave for illness, injury or emergency;
- e. Shared leave;
- f. Personal leave and/or vacation leave (only available under the terms of applicable CBAs);
- g. Washington Paid Family Medical Leave (PFML);
- h. Family Medical Leave Act (FMLA) (unpaid leave except for continued health insurance benefits);
- i. Unpaid leave of absence for the period of the temporary disabling condition; and
- j. Unemployment benefits.

### **Higher Risk for COVID-19 Complications Individual in the Employee's Household**

Employees who themselves are not at higher risk but have someone in the household who is at higher risk of severe illness or death from COVID-19 as defined by the CDC or the King County Department of Health 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 available;
- b. Emergency Paid Sick Leave (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 identified below;
- c. Personal leave and/or vacation leave (only available under the terms of some CBAs); and
- d. Unpaid leave of absence.

### **Employees Who Cannot Wear a Mask or Other Required PPE:**

An employee whose assignment requires work at a District worksite and who cannot wear personal protective equipment (PPE) required for the employee's assignment, including but not limited to a face mask, 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 available;

- b. Personal leave and/or vacation leave (only available under the terms of applicable CBAs);
- c. Unpaid leave of absence; and
- d. Other accommodations identified through the interactive process of the Americans with Disabilities Act (ADA) and the Washington Law Against Discrimination (WLAD).

**Employees Who Choose to Not Wear a Mask or Other 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 does not wish to do so, 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 available;
- b. Personal leave and/or vacation leave (if available under the terms of the applicable CBAs); and
- c. Unpaid leave of absence.

**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 worksite and who does not fit within the conditions of paragraphs 1-8 above, 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 available;
- b. Personal leave and/or vacation leave (consistent with terms of the applicable CBAs); and
- c. Unpaid leave of absence for a maximum of one year

**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 closure 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. Continue regular assignment from home, if available;

- b. Emergency Paid Sick Leave (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 identified below;
- c. Emergency Family and Medical Leave (EFML) under the FFCRA (partially unpaid, and partially paid at 2/3 regular wages up to a maximum of \$200/day) with possible supplementation up to the employee's regular daily salary by other paid leaves identified below;
- d. Personal leave and/or vacation leave (only available under the terms of some CBAs); and
- e. Unpaid leave of absence.

### **Alternative Work Assignments: Temporary**

When an employee's standard 2020/21 assignment requires work/services at a District work site and the employee cannot work at the District work site temporarily due to conditions identified in Employees with COVID-19/Suspected COVID-19, Quarantined Due to Possible Exposure to COVID-19, or Higher Risk for COVID-19 Complications Employees, the District will provide the following accommodation, where possible:

assigning the employee to available work that can be provided remotely from home on the condition that the employee is qualified, prepared and willing to provide such services.

When choosing from among multiple employees for the same available assignment, the District will prioritize employees in the following order:

- a. Employees who hold the appropriate training, licensing, endorsement (or out-of-endorsement waiver) or other 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.

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.

### **Reassignment & Work Outside of Normal Job Description**

To maximize the District's options for meeting the educational, social and emotional needs of students in the unusual circumstances of the 2020-21 school year, the District and MIEA agree to the following limited opportunity for temporary reassignment of employees:

- a. Employees will not be assigned work belonging to a different bargaining unit;
- b. An employee may be assigned to provide services outside the employee's normal job description if work within the employee's job description is unavailable due to the temporary closure of school facilities or if reassignment is necessary to meet the needs of students and the District is in a remote or hybrid school/District model.
- c. Generally, employees may only be assigned to perform work for which the employee is appropriately trained, licensed (if applicable) and prepared to perform. Efforts will be made to provide training opportunities to classified employees to enable them to perform broader job assignments. Certificated staff, however, may be given an assignment outside of their endorsement if the reassigned staff member so agrees;
- d. Such assignment shall not, without the employee's agreement, exceed the employee's normal contract hours;
- e. Such employee shall be paid the regular salary, wages and benefits the employee would receive from the employee's normal assignment;
- f. Such employee's temporary assignment may not result in displacing any other employee performing services within their regular job description;
- g. A temporarily reassigned employee retains the right to return to the employee's original assignment upon resumption of normal school operations, subject to existing contract rights of the District to reduce the workforce and/or reassign employees within the same bargaining unit.

**Special Education Staff: August Screening Compensation**

Staff who choose to conduct or support summer evaluations will be paid at an hourly rate of pay consistent with past practice (e.g. if it is overtime work, they will be paid overtime; certificated staff working outside of their contracted work year will be timecarded, etc.)

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*Donna Colosky*  
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Donna Colosky, Superintendent

8/19/2020

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Date

DocuSigned by:  
*Sally Loeser*  
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Sally Loeser, MIEA President

8/18/2020

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Date