

Memorandum of Understanding
Between Certificated and Classified Mercer Island Education Association (MIEA)
and Mercer Island School District (District)
Agreement Regarding Working Conditions Stemming from COVID-19 Pandemic

This Memorandum of Understanding (MOU) covers and addresses changes in MIEA working conditions stemming from the COVID-19 Pandemic and the related closure of District schools. This MOU is intended to cover the changed working conditions beginning March 13, 2020, through April 24, 2020. The District and MIEA agree to revisit working conditions before April 24, 2020, should school closures be anticipated to continue beyond that date.

This MOU addresses working conditions of staff in two different bargaining units, Certificated MIEA and Classified MIEA. Much of the language in this MOU is general and applies equally to staff in both the classified and certificated units. The Parties mutually agree to apply language specific to one or the other unit to members of that unit only.

On Thursday, March 12, Governor Inslee issued a directive for all K-12 public and private schools in King, Snohomish, and Pierce Counties to close through April 24, 2020, with the understanding that these closures may be extended past that date. The Governor's mandate required our District to provide the following during the school closure:

1. Nutrition to children in need,
2. Childcare for families who have frontline health care workers and first responders, and
3. High school seniors with the support necessary to meet course and credit requirements essential for graduation.

OSPI also expects districts to work with their local associations to continue compensating staff and to ensure that critical work and professional development continues during closure.

The District must have a plan to fulfill some of the mandates by March 20, 2020. However, in creating this MOU, the District and the MIEA acknowledge there remain questions that the state has not answered and this MOU may need to be re-negotiated.

The last day of school on the District's negotiated student calendar for 2019/2020 is June 19, 2020. OSPI expects districts that have closed in response to the COVID-19 pandemic and the associated Governor Proclamation should make every effort to make up missed time, including using negotiated non-school break days and planned school closure days. However, as of the date of this MOU, OSPI is indicating that it will be granting emergency waivers to allow districts to end the school year on Friday, June 19, at the latest, and will continue to apportion funds as previously scheduled. See (<https://content.govdelivery.com/accounts/WAOSPI/bulletins/280dae5>)

The parties hereby agree to the following:

Compensation: The District shall pay the salaries and continue the benefits for any staff member on a letter of assignment, limited letter of assignment, provisional continuing contract, continuing contract, or non-continuing/leave replacement contract as though the staff member worked all calendared contracted days through April 24, 2020, the date through which schools have been mandated to close. The District and MIEA will revisit this MOU in the event the mandated school closures extend beyond April 24, 2020. If the District is provided with sufficient state funding to enable the District to compensate its employees as described above during any extended closure (e.g., school closure beyond April 24, 2020), the Parties agree that the District will continue to pay the salaries and continue the benefits for all staff on letters of assignment or contracts. This means that employees that have been hired to fill positions left open by employees who are out on leave and who have received a limited letter of assignment or non-continuing/leave replacement contract shall be paid. An employee who is on leave who has been back-filled by a person on a limited letter of assignment or leave replacement/non-continuing contract shall remain in leave status and shall take applicable paid leave.

The goal is to ensure that District employees on letters of assignment, limited letters of assignment, provisional continuing contracts, continuing contracts, or non-continuing/leave replacement contracts continue to receive their full salary and benefits package as though school had been in session and the employee had been at work as normal through April 24, 2020.

The District will continue to pay through April 24, 2020, supplemental contracts that were issued before March 13, 2020. The ability of the District to pay these supplemental contracts during school closures that extend beyond April 24, 2020, will be re-evaluated in the event that this occurs and negotiations between the Parties will ensue accordingly. The District will not pay any overload supplementals for April or subsequent months of closure unless teachers are providing direct instruction. In this event, the Parties will engage in further negotiations.

Paid Administrative Leave: Beginning March 13, 2020, through April 24, 2020, an employee who meets one or more of the higher risk criteria identified by the health authorities will be given the option to be on Paid Administrative Leave if the employee cannot otherwise participate in work activities. These higher-risk criteria as defined by Public Health include:

- a. People who are 60 years of age and older;
- b. People who are pregnant;
- c. People with weakened immune systems; or

- d. People with underlying chronic health conditions, including heart disease, lung disease, severe asthma, and/or diabetes.

The District may request evidence that an employee seeking paid administrative leave due to COVID-19 pandemic is in a high-risk category.

Benefits: The Health Care Authority released guidance on maintaining SEBB eligibility during COVID-19 closures based on SB 6189, which was signed by Gov. Inslee March 17, 2020.

During the COVID-19 state of emergency, District employees who were eligible for SEBB at the beginning of the emergency (Feb. 29) will maintain their SEBB eligibility during any closures or disruptions of school operations:

- If quarantined for self or if needed to care for a quarantined family member by public health or health care provider, or
- To take care of a child when their school or daycare is closed.

When regular school operations resume, SEBB eligibility will remain if the employee returns to the same schedule or if their new schedule would have resulted in 630 hours had it been in effect for the entire year.

District-provided Childcare: As noted above, the Governor has mandated districts provide childcare. The District does not currently provide childcare. The requirements for the district provision of childcare are as yet uncertain. The District will continue to monitor the expectations and follow the guidelines as required by law. The parties will bargain impacted work conditions if there are any changes to the group of individuals served by the District when providing community nutrition and/or childcare services. The Parties also agree to negotiate the impact of any additional state mandates placed on the District should those mandates impact the working conditions of bargaining unit members.

The Parties acknowledge that it may be necessary for some classified and certificated staff to be at a school site in order for the District to fulfill a state mandate that the District provide childcare services to first responders and healthcare providers. If staff are required to work on-site to support District-provided childcare services, the Parties agree to the following:

- a. Staff and student health and safety is the priority when approaching the childcare mandate. All precautions required by Public Health - Seattle & King County (Public Health) for the operation of a childcare site will be followed. As long as advised by Public Health or the CDC, staff and students will be screened daily for COVID-19 symptoms and excluded consistent with the health guidelines.
- b. All staff supporting District-provided childcare will be allowed to access childcare for their own children of school age while the staff member is working.

- c. Before assigning staff members to provide childcare services, the District shall conduct a survey to determine whether the staff members fall in one of the COVID-19 high-risk categories. Staff members who fall in the COVID-19 high-risk categories will not be required to provide or otherwise directly support childcare services.
- d. Staff members who do not fall in the COVID-19 high-risk categories will first be asked to volunteer to support childcare services. Classified staff members who volunteer shall be given priority. If an insufficient number of staff members volunteer to support childcare services, staff members will be assigned shifts.
- e. The District will rotate childcare service shifts to try to achieve equity in on-site work between those able to perform this service.
- f. If a staff member works providing childcare services for less than a full contract day, that staff member will be paid for an entire contract day. That is, if a staff member provides daycare services for 5 hours, but normally would have worked 6.5 hours, that staff member will be paid for 6.5 hours.
- g. Staff will not be asked to be in a room with more people than advised by the CDC or Public Health (currently, a maximum of 10 people per room, including the staff member).
- h. Staff members who are assigned to directly support District-provided childcare shall be provided training prior to working directly with any child as a childcare provider.
- i. Classified staff who work assigned childcare shifts will have first priority to volunteer to work childcare shifts offered during Spring Break, April 6 – 10, 2020, for additional compensation. Substitutes will be given second priority, and all other staff will be assigned by seniority.
- j. If a childcare assignment is refused by a staff member without a reasonable explanation (e.g., providing in-person care for an elderly person, providing care for a child who cannot attend childcare due to age or health, you are ill and not permitted by the District to work), the staff member shall be required to take applicable paid leave or apply to Human Resources for unpaid leave. If a staff member refuses a childcare assignment and has a reasonable explanation for such refusal, the staff member may be asked to perform work remotely.

Duties During the Closure:

Employees will be encouraged to perform duties consistent with their job description during the mandated closure. It is, however, understood that due to the special circumstances of the closure of schools, working conditions, location and duties will be modified. Unless otherwise agreed, it is the expectation that all work that can be performed remotely shall be performed remotely until the District receives other guidance from Public Health, the CDC, and/or state. The parties agree

that essential MIEA represented employees who will likely need to report to a worksite during closure include:

1. Custodians
2. Transportation staff
3. MIEA-represented staff supporting District-provided childcare

Other staff may be required to report to buildings in order to plan for the reopening of schools. The District will communicate to the MIEA before requiring staff to report to a building site if there remains guidance that such sites be closed.

The health and safety of students, staff and communities is a top priority. Unless otherwise agreed, it is the expectation that all work that can be performed remotely shall be performed remotely until the District receives other guidance from Public Health, the CDC, and/or state. If staff uninformed in supporting District-provided childcare choose to come into a District site to perform individual work or collect things to perform work at home, District staff are required to adhere to the applicable social distancing and universal safety precautions recommended by Public Health and the CDC. (See <https://www.kingcounty.gov/depts/health/communicable-diseases/disease-control/novel-coronavirus/events.aspx>). Staff choosing to come into a District site must adhere to hours that the site is open (M-F, 7:00am - 4:00pm) and must sign-in when entering a building and sign-out when exiting.

These conditions may change with additional guidance from the state, OSPI, or the federal government. The Parties will monitor the guidance provided by these entities and agree to reconvene and discuss any substantive changes resulting from new guidance.

For all staff, any online meetings/events/etc. scheduled must occur within the individual staff member's contracted workday. Staff required to meet in real time must be notified of an online meeting at least one school business day in advance. If not timely notified, a staff member's attendance may be excused. Staff should strive to attend late noticed meetings/online events. The District and MIEA both understand that some staff members will have children/other activities going on in the background during online meetings, events, etc. and that these activities may impact staff's ability to fully participate in these meetings, events, etc.

- a. Certificated Work Duties During the Closure: Certificated Staff will perform duties consistent with their job description during the mandated closure. It is, however, understood that due to the special circumstances of the closure of schools, working conditions, location and duties will be modified. State and federal guidelines/mandates related to COVID-19 will be adhered to in regards to student and staff safety. Checking

work email daily is required. Other potential work performed during contracted work day may include:

- i. Grading work completed prior to the closure.
 - ii. Opportunities for credit will be given to high school students only to submit work that was missed or previously assigned before the school closure. Teachers have the flexibility to remotely connect to students to support them in accessing material delivered or to re-provide materials for assignments given prior to the March 13, 2020 closure of our schools. Elementary and middle school teachers should not be collecting/grading incomplete assignments given before March 13, 2020.
 - iii. Completing progress and grade reports for the 2nd trimester, 3rd quarter.
 - iv. Communicating with students/parents via email or other remote systems (Zoom, etc.) consistent with District-provided guidance meaning specifically that staff can communicate with students/families but may not provide direct instruction to students. We are waiting for further instruction from OSPI and the governor for guidelines around seniors meeting their graduation requirements, at which point this District directive may change.
 - v. Participate in online training(s), remote/online book studies, or other remote/online professional learning. Administrators and staff will work collaboratively to schedule online meetings around professional learning that staff are signed up to participate in.
 - vi. Engage with colleagues, administrators, etc. remotely (e.g. online meetings, PLC work, etc.) during the contracted workday. If staff cannot attend an adequately noticed remote/online meeting, staff should use applicable paid leave
 - vii. To the extent feasible, participate in IEP meetings remotely as requested and appropriate.
 - viii. May pursue staff-selected certification online
 - ix. Work on curricular planning related to your grade/subject matter/ students in the event the District is directed to provide more supplemental materials to our students.
- b. Certificated Special Education Staff - In addition to the above, certificated special education staff will support the development of IEPs, facilitate IEP meetings held remotely and support other legally required meetings/events remotely. This support is subject to OSPI guidelines and the following: If staff are holding Child Find, annual IEP meetings, and/or evaluation/eligibility meetings, distance technology should be used. Continuing to complete IEP and evaluation/eligibility meetings will help decrease the workload when school resumes. If staff and/or parents are not available or believe their participation is impacted by the lack of an in-person meeting, the District should

document the reason and complete the activity in a timely manner following the ending of school closures. Special education staff will be asked to document decisions made, document why timelines were exceeded, and provide documentation of participation and consent through temporary alternate methods such as email or notes. The District will work to create a standardized process for documenting decisions to extend or exceed timelines during this time of closure. Importantly, this is not standardized content across students, this is just a standardized documentation process.

- c. Classified Non-custodial Work Duties During the Closure: Employees will perform duties consistent with their job description during the mandated closure. It is, however, understood that due to the special circumstances of the closure of schools, working conditions, location and duties will be modified. State and federal guidelines/mandates related to COVID-19 pandemic will be adhered to in regards to student and staff safety. Checking work email daily is required. Other types of work performed during this time may include but are not limited to:
 - i. Non-custodial classified staff may be required to perform childcare services (*see* District-provided Childcare above)
 - ii. Participate in online professional development
 - iii. Engage with colleagues, administrators, etc. remotely via conference call or other remote technology
 - iv. May pursue staff-selected certification online
 - v. Participate in virtual certifications/trainings necessary to some positions or assignments (e.g. right response training, Safe Schools, renewing CDL, etc.)

- d. Bus Driver Work Duties During the Closure: In addition to (c) above, bus drivers may be asked to perform delivery-like duties (e.g. transporting meals, goods, etc.). Bus drivers will be surveyed to determine who is available and able to perform this work. Seniority rotation of staff will be utilized. Employees who are assigned to perform delivery duties shall be provided safety guidance training prior to performing such work (e.g. when to utilize gloves, avoid touching their face, how to drop off meals while maintaining social distancing, etc.).

- e. Custodian Work Duties During Closure: In the event working conditions change from the current custodial expectations, MIEA and the District will negotiate the terms (e.g. one of the schools is transformed into a quarantine center and requires cleaning).

Leaves: Employees on approved extended leaves of absence before the March 13, 2020 school closure that extended beyond March 13, 2020, will continue in leave status during the closure

and will receive pay and benefits consistent with the leave arrangements made prior to the COVID-19 outbreak.

In the event that employees in high-risk categories choose not to come back to work after Districtwide return to school and resumption of normal operations, they may need to use applicable leave, depending on the reason for continued absence.

School Make-up Days: School make-up days shall be limited to those required by law.

Evaluation: The District shall complete and/or suspend employee evaluations for the 2019-20 school year, consistent with OSPI guidance.

Substitute Employees: Long-term substitutes will be paid and receive benefits according to their limited letter of assignment or non-continuing/leave replacement contract. *See Compensation Section above.* The Parties will address issues pertaining to short-term substitutes if the State issues new requirements or guidance at a later date. In the interim, the District will provide information about state-unemployment benefits to short-term substitutes.

Communication Expectations: The District will continue to provide regular updates regarding recommendations from OSPI, the Governor, King County Public Health, CDC, etc. related to school operations and appropriate measures underway to minimize the spread of the virus. The Parties shall meet to discuss working conditions at least one week prior to schools reopening.

This MOU shall not be precedent-setting and shall expire on April 24, 2020, unless both Parties agree to its continuation due to continued closure of schools. Further, Parties agree to reconvene should OSPI or other governing agency mandate school operate beyond June 19, 2020. Finally, the Parties agree to reconvene to discuss funding or guideline changes that impact any closure beyond April 24, 2020.

Agreed to this 19 day of March, 2020.

FOR THE ASSOCIATION:

/s/ Sally Loeser
Sally Loeser, MIEA President

FOR THE DISTRICT:

/s/ Donna Colosky
District Superintendent