

Memorandum of Understanding
between
Mercer Island Education Association ("MIEA")
and
Mercer Island School District ("District")
Regarding
2022-23 SY Protocols and Accommodations Due to COVID-19

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1. District Protocols

The District will continue to follow the guidelines promulgated by the [Washington Department of Health \(DOH\)](#), [Seattle-King County Public Health](#), [Washington Department of Labor & Industries](#), and any COVID-19 health-related proclamations from the Governor. When in conflict, the District will adhere to the DOH and Seattle-King County Public Health guidance rather than CDC.

In addition, all staff, including substitutes, will be informed of any COVID-related MOUs and will be provided with an opportunity to ask questions.

2. Face Coverings and PPE

The District will provide suitable and appropriate PPE when requested by the employee or required for the work assigned to the employee.

3. Access to Hand Cleansing Stations

Each classroom will have access to a sink or provided hand sanitizer for students to use throughout the day. Staff will request additional sanitizer, as needed.

4. Supplies for Non-Custodial Staff (available as needed)

1. Face-coverings appropriate to risk per L&I guidelines, upon request
2. Cleaning supplies
3. Hand washing station and/or hand sanitizer

5. COVID-19 Booster Vaccinations

The District will support staff in accessing COVID-19 booster vaccines. This support shall include:

1. Allowing staff to attend a COVID-19 vaccination appointment during work hours. Staff members getting a COVID-19 vaccination will be provided release time for a period not to exceed two (2) hours when a substitute is not required. Such staff shall not need to enter their absence in Frontline but shall notify their supervisor at least one day prior to

- attending the appointment; and
2. In the event that shortages of COVID-19 vaccines/boosters occur and a vaccination opportunity becomes available unexpectedly, a staff member may, to the maximum extent possible, leave if the staff member is able to find another staff member who is willing and able to cover the staff member's job function.

Staff will attempt to schedule their appointment outside of the workday, if possible.

6. Serving Students who are in Isolation Due to COVID-19

The District and MIEA have a shared interest in ensuring the educational access of students who are unable to attend school in-person because they have been directed to isolate due to COVID-19. A District nurse or administrator will make the determination for the need to isolate in accordance with DOH guidelines. The District will inform:

1. affected staff, (e.g., the classroom teacher, site technology specialist, specialists, etc.) in writing by a District administrator/designee or school nurse that a student is out of class due to a COVID-19 isolation; and
2. affected educators of any non-photo/non-video students enrolled in their class(es)/roster.

Each educator will use their professional discretion to create the best possible outcome for their students who have been ordered to isolate and cannot participate in person. Educators may opt to utilize live streaming (which will not be saved) and/or video recording to support students who are quarantined due to COVID-19.

Educators who use Zoom and/or other platforms to provide virtual instruction while students are present may choose to record their instruction and make it accessible to District students/staff for up to fourteen (14) calendar days on closed District virtual sites (e.g., a GoogleDrive). Recordings will be shared in the appropriate way (e.g., Seesaw, Google Classroom, Schoology, etc.), only accessible to students required to isolate. Educators will use their professional discretion in determining when to delete posted recordings of classroom instruction. In deciding when to delete a recording, an educator will take into consideration the isolated student's ability to access the recording.

Specific to the needs of streaming and providing video lessons, the District will, once informed by the educator of the need, set up and provide any necessary equipment (e.g., microphone) and provide staff access to technology training starting in September. Classified and certificated staff may utilize technology hours for time spent for this training.

The District will send out a reminder to students and families that the unauthorized recording or livestreaming of classes, teachers, District staff, and students on school property, District-sponsored events, or while online in class or meetings is prohibited and may result in disciplinary action.

Recordings will not be used for evaluative purposes unless requested by the educator.

Students who are absent for any reason other than COVID-19 isolation as described above may not receive this level of instructional support.

7. Certificated Teaching Staff Working While in Isolation

The District anticipates that there may be times when a staff member who is required to be teaching in person is required to isolate due to COVID-19 but still well enough to work remotely.

Where possible, a staff member who is subject to health authority required isolation, as confirmed by a District administrator/nurse or designee, will be permitted to teach their lessons

via live-stream while the class is supervised by a classified staff member serving as a paraeducator, a substitute (certificated or classified), or an administrator.

Any classified staff member on a letter of assignment or limited letter of assignment who is supporting the class in-person while it is being taught remotely will be paid their normal contract rate or the contract rate of a paraeducator, whichever is higher. Such classified staff members will not be treated as if they are serving as a substitute certificated staff and therefore need not have an emergency or other such teaching certificate. All work occurring within the classified staff member's contract day will not be time-carded. A classified staff member who covers a class pursuant to this agreement during a time that falls outside of their contract hours will be paid at their hourly rate or at an overtime rate, if applicable.

Certificated staff members may choose to monitor a class in-person during their preparation period while the class is being taught by another certificated staff member who is remote. Such staff members will be paid at the certificated hourly rate. Certificated staff cannot be required to substitute during their preparation period for a class being live-streamed by another educator.

Substitutes will be paid at the applicable substitute rate.

The remote teaching accommodation is only available to those educators who have scheduled or completed a COVID-19 test and taken the school nurse's recommended steps that could enable them to return to the classroom.

Staff who access this option must first use two (2) days of applicable leave to allow for the arrangement of the technology, return of a COVID-19 test, etc. Upon agreement with the building principal or administrator and adequate time to set up technology, these two (2) days can be waived.

While teaching live-stream to in-person students supported on-site by someone else, the staff member who is streaming in while in isolation will not be charged leave. All of this is pre-conditioned on the staff member being well enough to teach remotely while in isolation and the staff member doing all things necessary to truncate isolation (e.g., taking a COVID-19 test).

8. Leaves and Benefits Pertinent to COVID-19 Issues

The District and MIEA understand that COVID-19 presents unique health, family, disability, and staffing challenges for the District and its employees. Employees may be unable to work because they are themselves ill, they need to care for another who is sick, and/or they are at increased risk of COVID-19 complications and/or they care for someone at increased risk.

- A. Leave options and other alternative benefits available to employees which are listed **within the terms of the applicable Collective Bargaining Agreement (CBA)** include:
1. Leave for illness, injury, or emergency;
 2. Shared leave (the Parties agree that COVID-19 isolation is a qualifying condition for shared leave and that shared leave is applicable when an employee's accrued sick leave is at risk of falling under forty (40) hours per [RCW 41.04.665](#));
 3. Personal leave and/or vacation leave;
 4. Washington Paid Family Medical Leave ([PFML](#));
 5. Family Medical Leave ([FML](#)) (unpaid leave except for continued health insurance benefits);
 6. Unpaid leave of absence for the period of the temporary disabling condition; and
 7. Long-term disability benefits

B. Leave options and other alternative benefits available to employees which are not covered within MISD CBA's but are under **Washington State or Federal laws** include:

1. Worker's compensation -
 - a. Under certain circumstances, claims from healthcare providers involving COVID-19 may be allowed. Other claims that meet certain criteria for exposure will be considered on a case-by-case basis.
 - b. At this time, the [Health Emergency Labor Standards Act](#) provides that any employee who contracts COVID-19 is entitled to workers' compensation wage replacement and medical benefits under the presumption that exposure to disease occurred on the job unless there is a preponderance of the evidence to prove otherwise. Decisions of L&I eligibility coverage are made by L&I not the District. For more information, please see the [L&I Questions about Presumptive Coverage](#) webpage; and
2. Unemployment benefits, if eligible.

C. **In addition:**


1. Employees healthy enough to work who are caring for someone with, or suspected of having, COVID-19 shall be provided an alternative assignment for work/services, if available.
2. Employees required to isolate due to testing positive for COVID-19 shall be allowed to perform their work remotely, if possible.

D. **Potential Limitations:** All the contractual, insurance and statutory leave benefits referenced above have specific rules or external agencies that govern their application, and the terms of this MOU will be interpreted consistently with those rules and agencies. Some of the leave entitlements may require documentation from a healthcare provider. The District agrees to notify MIEA if a new COVID-19-specific leave for which staff may be eligible is created. If the District learns that an identified leave benefit does not apply to a group of employees when it was believed to by the District on the date of signing, the District will inform the MIEA President.

This is a non-precedent setting Agreement and will sunset on August 15, 2023. This Agreement regarding access to shared leave is intended to be retroactive to September 1, 2022.

Dr. Frederick D. Rundle Jan 13, 2023

Dr. Fred Rundle date
Superintendent

 Jan 14, 2023

Sally Loeser date
MIEA President