

LETTER OF AGREEMENT

THE PURPOSE OF THIS LETTER OF AGREEMENT IS TO SET FORTH THE FOLLOWING AGREEMENT(S) BETWEEN PUBLIC SCHOOL EMPLOYEES OF MONROE OFFICE PERSONNEL #1128 AND THE MONORE SCHOOL DISTRICT #103. THIS AGREEMENT IS ENTERED INTO PURSUANT TO ARTICLE XX SECTION 20.3 OF THE CURRENT COLLECTIVE BARGAINING AGREEMENT.

This Letter of Agreement is made by the parties regarding the impact of reopening of school due to the current COVID-19 pandemic. Monroe School District and Public School Employees of Monroe OP (OP) agree amidst the COVID-19 pandemic to resolve questions regarding employment and District services in this unprecedented time. The District and the Association share an interest in providing a safe learning environment for staff and students and making decisions in the best interests of staff, students and families.

It is recognized in this agreement the commitment that classified staff has put forward during this pandemic by continued flexibility, onsite work, and risk without question or complaint.

A. Stages of School Operation for 2020-21.

1. Consistent with the Management rights, prerogatives, and responsibilities described in Article 2 of the Collective Bargaining Agreement (CBA), the Board and its designated administrative agents will determine the stage by which school will be conducted for the 2020-21 school year. The parties agree and recognize that the District may change stages at its discretion and in consultation with the Centers for Disease Control and Prevention and Snohomish Health District as the COVID-19 situation evolves.
2. Per Article 2 of the CBA, the daily scheduling of K-12 instruction will be determined by the District consistent with the Continuous Learning Plan.
3. The District will provide the Association reasonable advanced notice of a change in stages for school operation.
4. The purpose of the LOA is to address the foreseeable changes in wages, hours and working conditions anticipated to arise from use of remote or hybrid models. Should the District make changes to school operations that are not addressed by this LOA, the parties agree to discuss any impacts of such changes on mandatory subjects of bargaining and have continued joint decision making. The district and the association will continue to meet regularly to review the current model and adjust, as necessary.

B. Work and Compensation of Employees.

1. All Association employees will report to work onsite at a location determined by the District unless they qualify and are approved for remote work options or leave options. In the event this requirement conflicts with OSPI guidance or a future Governor proclamation, the District will align its plan with OSPI or a future Governor proclamation.



2. Employees shall be provided all the devices and materials needed to perform their job at the work site.
3. Employees will be offered opportunities to be trained in applicable online programs.
4. Office Professionals shall be provided their own phone or headset and cleaning supplies to reduce the risk of contracting COVID when sharing/ filling in for another OP.
5. The District will attempt to reassign the employee to an available position on the condition that the employee is qualified to provide such services.
6. Such employee's temporary assignment may not result in displacing any other employee performing services within the employee's regular job description.
7. The parties recognize that the use of remote or hybrid modes of instruction may necessitate additional reassignment of Association employees to meet emerging needs that arise in the District. The District will provide reasonable notice to the employee of any reassignment.
8. The District will not employ temporary employees or substitutes, including long-term substitutes or employees transferring into positions with higher pay or more hours, for positions that become temporarily vacant unless the current employees hours have been restored or there is no available reduced employee to recall without consultation with PSE.
9. The temporarily reassigned employee retains the right to return to the employee's original assignment upon resumption of regular school operations.

C. Expectations Specific to Remote Instruction When Approved.

Employees who are working remotely will be expected to work their regular assigned hours each day and have a written work plan approved by their supervisor.

D. Expectations Specific to Future Stages of Instruction.

If the district transitions to a hybrid mode of operation, the District will communicate a schedule that meets the health and safety requirements recommended. The District will meet and negotiate the impacts of the transition to a hybrid mode not addressed here.

E. Evaluations.

Employees will be evaluated according to the CBA.

F. Leaves Related to COVID-19.

1. This Pandemic presents unique medical, family, disability, and staffing challenges for the District and the staff. The intent is to ensure all employees are supported on a case by case basis with available leaves. All the contractual, insurance and statutory leave benefits referenced below have specific rules, contracts or external agencies that govern their application, and the terms of this agreement will be interpreted consistent with those rules and agencies. Some of the leave entitlements may require documentation from a health care provider. The leave entitlements within the federal Families First



Coronavirus Response Act (FFCRA) (both Emergency Paid Sick Leave (EPSL) and Emergency Family and Medical Leave (EFML)) currently expired December 31, 2020.

Since new legislation is being enacted, the law extends the previous leave benefits in an optional format. The parties agree to meet and review any necessary changes to this agreement if or when legally applicable definitions of “high risk employees” change or expire.

2. If a staff member is facing challenges, they are encouraged to work with their supervisors and human resources to explore available leave options.
3. **Employees with COVID-19/Suspected COVID-19:** 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 benefits under the terms of the applicable provisions of CBA or law:
 - a. Alternative remote assignment, if available.
 - b. Employees who are required to work on-site and fail their Wellness Screening/attestation which precludes them from going onsite, shall have available up to eight (8) days Paid District COVID Leave for the 2020-2021 school year.
 - o These additional days will be allocated when needed and shall be nontransferable. If possible, classified staff may work remotely in lieu of accessing this leave.
 - c. Sick/emergency leave;
 - d. Personal leave;
 - e. Shared leave;
 - f. FMLA;
 - g. Worker’s compensation;
 - h. Long-term disability benefits;
 - i. Unemployment benefits; and/or
 - j. Unpaid leave of absence.
4. **Employees Quarantined Due to Possible Exposure to COVID-19:** Employees who have been advised by a public health agency to quarantine at home due to possible exposure to COVID-19 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 provisions of CBA or law:
 - a. Alternative remote assignment, if available;
 - b. Paid District Leave for the duration of quarantine or isolation if an alternative work assignment for work/services provided at home is unavailable, and the quarantine was due to a documented exposure at a district worksite.
 - c. Sick/emergency leave;
 - d. Personal leave;
 - e. Unemployment benefits; and/or
 - f. Unpaid leave of absence.



5. **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 provisions of CBA or law:
 - a. Alternative remote assignment, if available;
 - b. Sick/emergency leave;
 - c. Personal leave;
 - d. Shared leave;
 - e. FMLA;
 - f. Unemployment benefits; and/or
 - g. Unpaid leave of absence.

6. **High Risk Employees:** Employees who are at high risk of severe illness or death from COVID-19 as that term is defined by the Governor's proclamation 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 provisions of CBA or law:
 - a. Alternative remote assignment, if available;
 - b. Sick/emergency leave;
 - c. Personal leave;
 - d. Unemployment benefits; and/or
 - e. Unpaid leave of absence.

7. **High Risk Individual in the Employee's Household:** Employees who themselves are not at high risk but have someone in the household who is at high risk of severe illness or death from COVID-19 as that term is defined by the Governor's proclamation 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 provisions of CBA or law:
 - a. Alternative remote assignment, if available;
 - b. Sick/emergency leave;
 - c. Personal leave; and/or
 - d. Unpaid leave of absence.

8. **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 precautions 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 provisions of CBA or law:
 - a. Alternative remote assignment, if available;
 - b. Personal leave; and/or
 - c. Unpaid leave of absence.

9. Employees who need to take a day off for non-COVID related reasons shall follow normal CBA procedures.

G. New Federal or State Legislation: If there is an occurrence of new federal/state legislation, state executive orders, or rules that impact this MOU, either party may request negotiations to address the impacts, changes, or possible termination of this MOU.

H. Any aspect of employment not covered in this MOU will be determined by the current CBA or otherwise agreed upon by the District and Association.

This Letter of Agreement shall become effective upon signatures shall remain in effect until June 30, 2021 and shall be attached to the Collective Bargaining Agreement.

PUBLIC SCHOOL EMPLOYEES
OF WASHINGTON/SEIU LOCAL 1948

MONROE OP CHAPTER #1128

MONROE SCHOOL DISTRICT #103

BY: Margaret Jacobs
Margaret Jacobs, Chapter President

BY: Justin A. Blasko
Dr. Justin Blasko, Superintendent

DATE: 3/12/21

DATE: 3/15/21



