

**Memorandum of Agreement
Between
Monroe Education Association
and
Monroe School District**

**Agreement Regarding Terms of Employment and
Delivery of District Services Impacted by the COVID-19 Crisis**

The District and Association agree upon this Memorandum amidst the COVID-19 pandemic in order to resolve questions regarding employment and District services in this unprecedented time.

For the 2020-21 school year, the Monroe School District is planning a sustainable and flexible online/remote-only instructional model. There are also potential stages for in-person/online hybrid models that would allow education to pivot at any time between remote, hybrid, and in-person learning. These stages will be determined by the impacts of a changing health situation, available resources, and direction from OSPI, our Governor, and the Snohomish County Health Department. As the public health situation continues to evolve, the District and the Monroe Education Association will continue to work together to renegotiate these models. Our model of reopening schools, including all potential hybrid learning models, will prioritize the health and safety of our students, staff, and entire district community, positive and justice-driven educational outcomes, the social-emotional needs of students and staff, and thoughtful financial stewardship.

1. **Health and Safety:** District-wide health and safety protocols will be designed to comply with the guidance of all applicable public health agencies. Effective on the date of this MoA, the Monroe School District Health and Safety Protocols are described in **Appendix A**.

2. **Work Location:**

a. **Certificated Work Site During Closure of General Services**

Schools are closed to general services for all students because of the on-going impact of the COVID-19 pandemic. As a result, the district is opening the 2020-21 school year with remote learning.

i. Schools are closed to general services for all students because of the on-going impact of the COVID-19 pandemic. As a result, the district is opening the 2020-21 school year with remote learning.

ii. During distance learning and unless otherwise agreed to below, certificated employees may choose to work either on- or off-site. In making this decision, staff should consider such factors as safety, access to materials, internet availability, health, and general instructional atmosphere.

- b. **On-site Work** As per the current guidance on health and safety as described in the Decision Tree for Provision of in Person Learning among Public and Private K-12 Students during COVID-19
 - i. Certificated employees providing on-site services will be provided with a schedule, caseloads, or class sizes, overview of Decision Tree for Provision of In Person Learning among K-12 Students at Public and Private Schools during the COVID-19 pandemic of health and safety protocols, and on-going assurance that those protocols are being followed.
- c. **Purpose Specific and Episodic On-Site Work**
 - i. In order to serve students, there may be episodic on-site events. Certificated employees may be offered the opportunity, but will not be required to participate in on-site events. Such events will be identified with the time, date, and appropriate safety and health protocols. These opportunities will be communicated to employees prior to communicating with families.
- d. **Monroe Virtual Learning Academy (MVLA):** Certificated employees who are assigned to teach via Monroe Virtual Learning Academy will have all rights to the provisions of the current collective bargaining agreement and this MoA.
- e. The Association and the District understand when state and local health and safety guidance allows for the hybrid learning model, certificated employees serving these students may no longer be able to work from remote locations. In the event the certificated employee cannot work on-site, said certificated employee may be able to work remotely if an assignment is available and/or take leave based on eligibility from one or more of the leave categories stated within this agreement.

The District and the Association agree to come together to review state and local health and safety guidance before any certificated employee is required to come on-site.

- 2. **Compensation:** Employees on continuing and leave replacement contracts will continue to be compensated under the terms of the Collective Bargaining Agreement.
- 3. **Leaves:** COVID-19 presents unique health, family, disability, and staffing challenges for the District and its employees. The following provisions are included to provide clear, objective, and practical options for the District and the employees facing those challenges.
 - c. **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 where applicable;

- i. Emergency Paid Sick Leave (EPSL) under the federal Families First Coronavirus Response Act (FFCRA) may be accessed one time only, with 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;
- ii. Leave for illness, injury or emergency;
- iii. Shared leave;
- iv. Accrued personal leave;
- v. Washington Paid Family Medical Leave (PFML);
- vi. Puget Sound Workers compensation;
- vii. Family Medical Leave Act;
- viii. Unpaid leave of absence;
- ix. Long-term disability benefits under SEBB; and
- x. Unemployment benefits.

d. 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:

- i. Remotely working from home;
- ii. One time use of EPSL with supplementation up to the employee's regular daily salary if the employee's salary exceeds the statutory EPSL cap (\$511/day) by (a) paid District leave if the quarantine was due to a documented exposure at a district worksite, or (b) other paid leaves identified below if the quarantine was due to reported exposure elsewhere;
- iii. Paid district leave for the duration of quarantine if the employee has exhausted EPSL, an alternative work assignment for work/services provided at home is unavailable, and the quarantine was due to a documented exposure at a district work site;
- iv. Leave for illness, injury or emergency;
- v. Personal leave;
- vi. Puget Sound Workers compensation;
- vii. Unpaid leave of absence for the period of the quarantine; and
- viii. Unemployment benefits.

e. 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:

- i. Remotely working from home if assignment is available; and/or

- ii. One time use of EPSL with 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; and/or
 - iii. Leave for illness, injury or emergency; and/or
 - iv. Shared leave; and/or
 - v. Personal leave; and/or
 - vi. Washington Paid Family Medical Leave (PFML); and/or
 - vii. Family Medical Leave Act;
 - viii. Unpaid leave of absence for the period of time the employee is unable to come to work at a District work site; and/or
 - ix. Unemployment benefits.

- f. **Higher Risk Employees:** Employees who are at higher 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:
 - i. Remotely working from home if an assignment is available; and/or
 - ii. One time use of EPSL with 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; and/or
 - iii. Leave for illness, injury or emergency; and/or
 - iv. Personal leave; and/or
 - v. Unpaid leave of absence for the 2020-21 school year; and/or
 - vi. Unemployment benefits.

- g. **Higher Risk 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 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:
 - i. Remotely working from home if an assignment is available;
 - ii. One time use of EPSL with 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;
 - iii. Leave for illness, injury or emergency;
 - iv. Personal leave; and
 - v. Leave of absence for the 2020-21 school year.

- h. **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:
 - i. Remotely working from home if an assignment is available;

- ii. One time only 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;
 - iii. 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;
 - iv. Leave for illness, injury or emergency;
 - v. Personal leave; and
 - vi. Unpaid leave of absence for the 2020-21 school year.
- i. **Employees Who Cannot Wear a Face Covering 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 covering, may choose to access any or all of the following benefits upon presentation of appropriate documentation from the employee's health care:
- i. Remotely working from home if an assignment is available;
 - ii. Leave for illness, injury or emergency; and/or
 - iii. Personal leave; and/or
 - iv. Unpaid leave of absence for the 2020-21 school year; and/or
 - v. Other accommodations identified through the interactive process of the Americans with Disabilities Act (ADA) and the Washington Law Against Discrimination (WLAD).
- j. **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 1-7 above may choose to access any or all of the following benefits:
- i. Remotely working from home if an assignment is available;
 - ii. Personal leave; and/or
 - iii. Unpaid leave of absence for the 2020-21 school year.

Employees who allege their workplace is unsafe are encouraged to immediately report their concerns to their supervisor and/or the workplace safety committee. Such employees may, in limited circumstances, also have recourse through the Department of Labor & Industries under WAC 296-36-150.

4. **Instructional and Service Delivery Model:** Effective on the date of this MoA, the instructional and service delivery model is described in **Appendix B**. Timelines of transitions to models with more in-person instruction will be mutually agreed upon by the District and the Association.

5. **Student Services:** Special Education and other Student Services teams will determine the appropriate implementation of service delivery models with the Chief Student Services Officer and/or appropriate Program Administrator. Service delivery model structures from these teams will comply with all necessary health and safety requirements. Individual student service delivery decisions will be made through the IEP process and comply with all IEP compliance guidelines as directed by OSPI and federal requirements.
 - a. Implementation decisions include which services can be offered remotely and those supports that can only be delivered in person as well as a student's ability to access services remotely or in person.
 - b. Service delivery model decisions that result in a financial impact to an employee will result in a separate conversation between the administrator and employee to determine extra compensation needed; for example: mileage, per diem rate, etc.

The District shall be in communication with the Association in regards to any Special Education and or Special services employees doing in-person services.

6. **Evaluation:** The District shall engage in certificated educator evaluations for the 2020-2021 school year as aligned with OSPI Bulletin 063-20 Educator Growth and Development.
7. **Extra-Curricular, Co-Curricular and Program Support Stipends**
 - c. During the 2020-21 work year, all stipends shall be reviewed. The assumption is that these opportunities will be maintained, modified as appropriate, and eliminated only as a last step.

The District and the Association shall determine:

 - i. If the work duties are reasonably commensurate with the existing job descriptions, then pay shall be maintained; this shall be assumed unless specifically addressed.
 - ii. If the work duties or responsibilities must be modified, then pay shall be modified.
 - iii. If there is no way in which the work duties may be modified to provide an opportunity during the pandemic, then the position shall be suspended during the closure.
 - d. In order to avoid overpayment, compensation for stipends shall not be paid until there is agreement that the opportunity and associated work will continue for the year. Either party shall bring forward stipends that need to be reviewed for modification or suspension.

The District and the Association agree to communicate with all employees receiving stipends about the disposition of their work and compensation.

8. **Communication:** The district will continue to provide updates regarding recommendations from appropriate Public Health – Snohomish County and

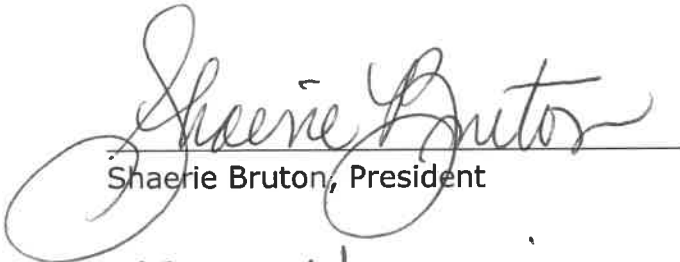
Public Health agencies and the Office of the Superintendent of Public Instruction related to school operations and appropriate measures underway to minimize the spread of the virus. The parties shall meet to discuss working conditions prior to schools reopening.

9. **Effective Dates:** This MoA shall be in effect for the 2020-21 school year. All other provisions of the Collective Bargaining Agreement shall remain in full effect. This MoA is not precedent-setting and is intended to address the specific and unprecedented health emergency presented by COVID-19.

Agreed to this 4th day of September 2020. Signed this 8th day of September 2020.

FOR THE ASSOCIATION:

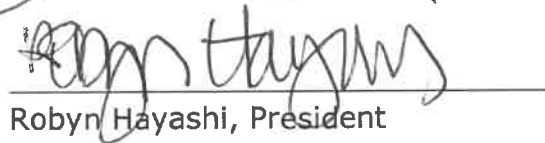
FOR THE DISTRICT:



Shaerie Bruton, President



Dr. Justin Blasko, Superintendent



Robyn Hayashi, President



Joanne Dickinson, Executive Director
of HR

Appendix A: Monroe School District MSD COVID Protection Plan

Monroe School District Operational Procedure: COVID-19 Staff Protection Plan

General Guidelines

This procedure describes basic steps that the Monroe School District (MSD) is taking to reduce the risk of worker exposure to SARS-CoV-2, the virus that causes COVID-19, in their workplace. Later sections of this guide provide specific recommendations for employers and workers within specific risk categories.

Assumptions:

- A medium exposure risk for school staff, as identified by the Occupational Health and Safety Administration and OSPI
- A remote learning model
- Compliance with the Monroe School District Emergency Operation Procedures for Pandemic Outbreak
- Federal, State and local guidance on mitigating the spread of COVID-19
- High Absenteeism
- Changes in patterns of commerce
- Interrupted supply/delivery

Sources of Exposure:

- Staff to staff contact
- Staff to public contact
- Surface contact
 - High use surfaces include copy machines and common area items (water, bathrooms, refrigerator, etc.)

Controls for Protection

Engineering Controls:

- All school buildings will be closed to the general public. On-site visits will be "by appointment only" and require a pre-scheduled meeting.
- Staff must be screened daily prior to the start of their shift.
 - Once available, staff may use the online Skyward attestation form.
 - Staff may fill out the online or hard copy CV-19 Self-Declaration form at the start of each shift.
 - The CV-19 building supervisor will assign personnel to verify daily absence with daily submitted attestation forms. Forms must be retained.

- The District Office will be open for in-person school registration. All visitors in the building will be required to complete the COVID Self-Declaration and Checklist prior to admission past the designated screening area.
- All buildings will be closed to individuals who are sick or have had close contact with a confirmed COVID-19 case in the past 14 days.
 - Vendors/Contractors are required to have retained a copy of the COVID-19 Protection Plan Self-Declaration for all workers onsite MSD property.
 - Vendors/Contractors are required to explore whether they can establish policies and practices, such as flexible worksites, flexible work hours (e.g., staggered shifts), to increase the physical distance among employees and others.
- Ventilation rates in the work environment will be increased whenever possible.
- Customer service will be provided remotely via helplines whenever possible.

Administrative Controls & General Standards:

- Each job site will have a COVID-19 supervisor designated by MSD to enforce the CV-19 job safety plan.
- All non-essential travel and activities will be postponed.
- A **non-cloth*** disposable mask or respirator must be used at work by all persons not working alone on MSD property.
- Cloth masks are required for all visitors. Signage must be posted at each entrance that face coverings are required for all persons.
- All workers will implement social distancing standards. Meetings, staff presentations and other group activities must be delivered remotely when possible, unless less than 5 people are meeting and social distancing can be maintained.
 - Face-to-face meetings will be replaced with virtual communications if feasible.
- All staff are required to wash hands when arriving to work and at other times, according to L&I guidelines (attached).
 - Hand washing is required after doffing personal protective equipment or when hands are visibly soiled.
 - Hand sanitizers containing at least 60% alcohol will be provided to all MSD work locations.
 - Vendors/Contractors are required to provide hand sanitizers to workers for use at work.
- All workers will implement respiratory etiquette, including covering coughs and sneezes with the arm/elbow.
- All workers will refrain from using other workers' phones, desks, offices or other work tools and equipment when possible unless it has been properly disinfected between users.
 - Workers using common-area tools (e.g., copy machines, coffee machines) will be required to don gloves prior to use.
- Regular and intensified housekeeping practices, including cleaning and

disinfecting of surfaces, will continue with agents approved by the EPA against viral pathogens.

Onsite Workers:

- If any worker appears or is identified as sick, they will immediately be isolated from other persons in a closed room. Persons interacting with the symptomatic individual should don eye protection and gloves.
 - Contact a supervisor for further review. A worker may be directed to go home if they are expressing symptoms of illness (coughing, sneezing, fever, etc.) in the workplace.
- All onsite workers will adhere to the following:
 - REQUIRED - maintain a 6' working distance from all other persons whenever possible.
 - REQUIRED - wear a **non-cloth mask*** when not working alone at your jobsite.
 - Masks and social distancing are required in common gathering areas, such as hallways, staff rooms and reception areas.
 - All onsite workers who will knowingly be interacting with a potentially sick individual or handling contaminated items will be REQUIRED to wear a face-covering, gloves and eye-protection.
 - Donning and doffing PPE training will be provided to all employees in the appropriate language and literacy level for all workers.

*** WHEN STUDENTS ARE PRESENT**

Increased-Risk Categories & Remote Workers:

- "At increased risk" and "might be at increased risk" categories have been defined by the Center for Disease Control as outlined in Proclamation 20-46.2 and CDC Information
- Workers identified to be in "at increased risk" or "might be at increased risk" should contact Human Resources if they would like to request a work accommodation. If onsite work is required, "at increased risk" workers are required to wear a face-covering, and follow all safety guidelines.

Additional Resources (attached)

- Donning and Doffing PPE, Instructional Guide
- Self-Declaration Form for Staff and Workers
- Online Self-Declaration Form (For COPY only)
- Cleaning and Reuse of PPE
- L&I CV19 Prevention, Workplace Requirements Summary
- L&I CV19 Workplace Safety and Health Requirements
- L&I Mask Requirements
- Link to Posters/Signage: <https://www.snohd.org/501/Posters-for-Download>

Appendix B: Instructional Model During Covid-19

- 1. Instructional Model:** The parties have been meeting and will continue to meet to discuss the appropriate instructional model. Currently, remote instruction is the main instructional model with the ability to serve Monroe's neediest students with limited in-person services.

The District will reexamine the current instructional model, on a quarterly basis using Snohomish County Health Department, Washington State Health Department and other relevant state and federal guidelines to inform their decisions. All decisions shall be made in collaboration with the Monroe Education Association.

There will be one staff meeting per week within the staff contracted work day and one professional learning community (PLC) meeting during Continuous Learning 2.0 instruction model. Unnecessary meetings will be avoided.

The District will regularly communicate updates to the reopening phase to both the community and staff.

- 2. Staff Recording of Live Instruction to Posted on Canvas**
 - a. Teachers may record the direct instruction and modeling to students during the synchronous instructional block.
 - b. Teachers can upload the recorded instruction into their Canvas page.
- 3. Grading and Report Cards:**
 - a. Secondary Guidelines:**
 - i. We will use the traditional A, B, C, D or F grading scale, Pass/Fail, No Credit (NC), Incomplete (INC).
 - ii. Student behavior will not play a part in a student's academic grade.
 - iii. With specific qualifiers designed by teachers, students will be allowed to retake exams, revise assignments, and submit late work.
 - b. Elementary Guidelines:**
 - iv. **Engagement Measures:** Evidence of Student Engagement Behaviors, including:
 1. Student Participation
 2. Completion of Assignments
 3. Teacher Observations of Students

The District and the Association agree to meet and mitigate any changes that may come out about grading from OSPI.

