

1 **LETTER OF AGREEMENT**

2
3 THE PURPOSE OF THIS LETTER OF AGREEMENT IS TO SET FORTH THE FOLLOWING
4 AGREEMENT(S) BETWEEN PUBLIC SCHOOL EMPLOYEES OF MONROE OFFICE PERSONNEL
5 #1128 AND THE MONORE SCHOOL DISTRICT #103. THIS AGREEMENT IS ENTERED INTO
6 PURSUANT TO ARTICLE XX SECTION 20.3 OF THE CURRENT COLLECTIVE BARGAINING
7 AGREEMENT.
8

9 This Letter of Agreement is made by the parties regarding the impact of reopening of school due to the
10 current COVID-19 pandemic. Monroe School District and Public School Employees of Monroe OP
11 agree amidst the COVID-19 pandemic to resolve questions regarding employment and District services
12 in this unprecedented time. The District and the Association share an interest in providing a safe learning
13 environment for staff and students and making decisions in the best interests of staff, students and
14 families.
15

16 It is recognized in this agreement the commitment that classified staff has put forward during this
17 pandemic by continued flexibility, onsite work, and risk without question or complaint.
18

19 **A. Stages of School Operation for 2021-2022.**

- 20 1. Consistent with the Management rights, prerogatives, and responsibilities described in Article
21 2 of the Collective Bargaining Agreement (CBA), the Board and its designated administrative
22 agents will determine the stage by which school will be conducted for the 2021-2022 school
23 year. The parties agree and recognize that the District may change stages at its discretion and
24 in consultation with the Centers for Disease Control and Prevention and Snohomish Health
25 District as the COVID-19 situation evolves.
26
27 2. Per Article 2 of the CBA, the daily scheduling of K-12 instruction will be determined by the
28 District consistent with the Continuous Learning Plan.
29
30 3. The District will provide Monroe OP reasonable advanced notice of a change in stages for
31 school operation.
32
33 4. The purpose of the LOA is to address the foreseeable changes in wages, hours and working
34 conditions anticipated to arise from use of in-person, remote or hybrid models. Should the
35 District make changes to school operations that are not addressed by this LOA, the parties
36 agree to discuss any impacts of such changes on mandatory subjects of bargaining and have
37 continued joint decision making. The district and the association will continue to meet
38 regularly to review the current model and adjust, as necessary.
39

40 **B. Work and Compensation of Employees.**

- 41 1. All Monroe OP employees will report to work onsite in their assignment unless they qualify
42 and are approved for available remote work options or leave options. In the event this
43 requirement conflicts with OSPI guidance or a future Governor proclamation, the District
44 will align its plan with OSPI or a future Governor proclamation.
45
46 2. Employees shall be provided all the devices and materials needed to perform their job at the
47 work site.
48



- 1 3. Employees will be offered opportunities to be trained in applicable online programs.
- 2
- 3 4. Office Professionals shall have access to cleaning supplies to reduce the risk of contracting
- 4 COVID when sharing/filling in for another PSE-OP.
- 5
- 6 5. The District will attempt to reassign the employee to an available position on the condition
- 7 that the employee is qualified to provide such services.
- 8
- 9 6. Such employee's temporary assignment may not result in displacing any other employee
- 10 performing services within the employee's regular job description.
- 11
- 12 7. The parties recognize that the use of remote or hybrid modes of instruction may necessitate
- 13 additional reassignment of PSE Monroe OP employees to meet emerging needs that arise in
- 14 the District. The District will provide reasonable notice to the employee of any reassignment.
- 15
- 16 8. The District will not employ temporary employees or substitutes, including long-term
- 17 substitutes or employees transferring into positions with higher pay or more hours, for
- 18 positions that become temporarily vacant unless the current employees' hours have been
- 19 restored or there is no available reduced employee to recall without consultation with PSE
- 20 Monroe OP.
- 21
- 22 9. The temporarily reassigned employee retains the right to return to the employee's original
- 23 assignment upon resumption of regular school operations.
- 24

25 **C. Expectations Specific to Remote Instruction When Approved.**

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

28

29 **D. Expectations Specific to Future Stages of Instruction.**

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

33

34 **E. Evaluations.**

35 Employees will be evaluated according to the CBA.

36

37 **F. Leaves Related to COVID-19.**

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

- 44 1. If a staff member is facing challenges, they are encouraged to work with their supervisors
45 and human resources to explore available leave options.
- 46
- 47
- 48

1 **2. Employee Accommodation**

2 a. The District shall provide an additional three (3) pandemic relief paid sick leave days
3 for 2021-2022 school year. These days will be in addition to the twelve (12) annual
4 sick leave days. The days may not be rolled over or cashed out and will be used prior
5 to other accumulated sick leave.

6 1. These additional days will be allocated when needed and shall be
7 nontransferable. If possible, classified staff may work remotely in lieu of
8 accessing this leave.

9 **b. Vaccine Leave:**

10 Employees shall be granted one (1) day of paid “vaccine leave to use on the day of, or
11 the day after they receive each dose of the two-dose vaccine regimen if experiencing
12 symptoms and cannot work. Vaccine leave cannot be saved or used on other days.
13 Following the two (2) days of vaccine leave, the employee may use existing sick
14 leave as necessary in accordance with existing leave sections of CBA

15
16 **3. Employees with COVID-19/Suspected COVID-19 & Quarantined Due to a Workplace**
17 **Exposure:**

18 Employees who have been diagnosed with COVID-19, or are experiencing symptoms of
19 COVID-19 and are seeking a medical diagnosis, may not come to work at a District work site
20 and may access any or all of the following benefits under the terms of the applicable
21 provisions of CBA or law:

22 a. Alternative remote assignment, if available.

23 b. Leave for the duration of quarantine or isolation if an alternative work assignment for
24 work/services provided at home is unavailable, and the quarantine was due to a
25 documented exposure at a district worksite:

26 1. Worker’s compensation, if applicable per Labor & Industries rules. Up to
27 three (3) days paid administrative leave while waiting for time loss benefits to
28 begin at the onset of an approved workers’ compensation claim.

29
30 2. In the event the employee is not able to work remotely, the employee may
31 access paid district COVID-Administrative Leave. Leave necessitated by
32 exposure at work is limited to 10 (days) per instance for the 2021-22 school
33 year. The COVID paid administrative may be used to make up the difference
34 in the partial wage replacement of workers compensation (in partial day
35 increments).

36 a. The paid district COVID administrative leave days cannot be cashed
37 out nor rolled over at the end of the 2021-2022 school year.

38 3. Leave for illness, injury, or emergency (i.e., accrued paid sick leave).

39 4. Shared sick leave.

40 5. Personal or vacation leave, if available.

41 6. Washington Paid Family Medical Leave (PFML).

42 7. Federal Family Medical Leave Act (FMLA), which provides unpaid leave
43 except for continued health insurance benefits unless an employee elect to
44 simultaneously use other accrued, paid leave.

45 8. Unpaid leave of absence for the period of the temporary disabling condition.

46 9. Long-term disability benefits if eligible per policy regulations.



10. Unemployment benefits if determined eligible by the Employment Security Department combined the two (2) sections together. Not necessary to have two (2) separate any longer

4. **Employees with COVID-19/Suspected COVID-19 & Quarantined Due to a NON-Workplace Exposure:**

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. Leave for illness, injury, or emergency (i.e., accrued paid sick leave).
- c. Shared sick leave.
- d. Personal or vacation leave, if available.
- e. Washington Paid Family Medical Leave (PFML).
- f. Federal Family Medical Leave Act (FMLA), which provides unpaid leave except for continued health insurance benefits unless an employee elect to simultaneously use other accrued, paid leave.
- g. Unpaid leave of absence for the period of the temporary disabling condition.
- h. Long-term disability benefits if eligible per policy regulations.
- i. Unemployment benefits if determined eligible by the Employment Security Department combined the two (2) sections together. Not necessary to have two (2) separate any longer

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. **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. Upon approval of the Human Resources Administrator, an employee who has exhausted all of their accumulated sick leave due to a child care or school closure impacting their child(ren) may be provided with additional paid COVID leave from the District.



- c. Personal leave; and/or
- d. Unpaid leave of absence.

7. 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 LOA, either party may request negotiations to address the impacts, changes, or possible termination of this LOA.

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

This LOA shall be effective retroactive to August 1, 2021 and shall remain in effect until July 31, 2022 to encompass the OP contract year 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: Stefanie Preston
Stefanie Preston, Chapter President

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

DATE: 10/08/2021

DATE: 10/12/21



