

LETTER OF AGREEMENT

THE PURPOSE OF THIS LETTER OF AGREEMENT IS TO SET FORTH THE FOLLOWING AGREEMENT(S) BETWEEN PUBLIC SCHOOL EMPLOYEES OF WASHINGTON/SEIU LOCAL 1948, MONROE CHAPTER #1117 AND THE MONROE SCHOOL DISTRICT #103. THIS AGREEMENT IS ENTERED INTO PURSUANT TO ARTICLE XXI, SECTION 21.3 OF THE CURRENT COLLECTIVE BARGAINING AGREEMENT.

The parties agree to the following:

This Letter of Agreement (LOA) is made by the parties regarding the impact of reopening of school due to the current COVID-19 pandemic. COVID-19 presents unique health, family, disability and staffing challenges for the District and the employees. The District and the PSE of Monroe share an interest in keeping employees as whole as possible while being flexible to meet the needs of students and families. Monroe School District and PSE of Monroe agree amidst the COVID-19 pandemic to resolve questions regarding employment and District services in this unprecedented time.

A. Phases of School Operation for 2021-2022:

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 reopening phases for which school will be conducted in the 2021-2022 school year. The parties agree and recognize that the District may change phases at its discretion and in consultation with the Snohomish Health District and the Washington State Department of Health 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 PSE reasonable advance notice of a change in phase for school operation. Phases of Operation are listed on the district website.
4. The District and PSE will continue communications and agree to continued joint statements out to employees to address all concerns and changes as timely as possible.
5. The purpose of this LOA is to address the foreseeable changes in wages, hours and working conditions anticipated to arise from use of in-person, 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.

B. Health and Safety of Staff:

1. The District will make reasonable efforts to provide notice to all employees, of relevant health and safety protocols as they exist. Should health and safety protocols change during the school year, the District will provide reasonable notice to PSE leadership and affected employees.

- 1 2. The District will provide training opportunities for all bargaining unit employees on health and
2 safety protocols during the 2021-2022 school year as needed.
- 3
4 3. Meetings of employees, including professional development, may be held in-person or via
5 video conferencing during remote or hybrid instruction. In person meetings will follow the
6 existing public health requirements. If higher-risk employees which have requested
7 accommodations are required to attend meetings held in-person, the District will attempt to
8 find a remote attendance option (such as video conferencing).
- 9
10 4. The District will, in accordance with the Labor & Industries, OSPI, Snohomish Health
11 District, RCW's or WAC's, provide all the PPE (personal protection equipment) required for
12 employees. The District will strongly encourage employees to comply with all safety
13 requirements and recommendations issued by Labor & Industries and the Snohomish Health
14 District.
- 15
16 5. The District will strongly encourage the public (including, but not limited to: students,
17 vendors, community members, and visitors) to follow all Snohomish Health District and
18 Washington Department of Health social distancing and face covering guidelines every time
19 the public accesses district facilities.
- 20
21 6. The District will follow Snohomish Health District guidance and regulations for notification
22 of positive COVID-19 cases. The District will notify the Union President of positive COVID-
23 19 cases and school closures.
- 24
25 7. Employees can complete all assigned work onsite following health and safety guidelines and
26 the MSD COVID-19 Protection Plan. Employees who request and are granted
27 accommodations may require a Chromebook to complete work from a remote location which
28 will be provided. Internet access will not be provided by the District except in exceptional
29 cases as decided by the Executive Director of Human Resources.

30 C. Work and Compensation of Employees:

- 31 1. Regardless of whether the District is using remote or onsite instructional options, all
32 Association employees will report to work in their normal work assignment, unless they
33 qualify and are approved for available work options or leave as described in Section D,
34 below. If this requirement conflicts with OSPI guidance or a future proclamation by the
35 Governor, the District will align its plan with OSPI or a future proclamation by the Governor.
- 36
37 2. Employees who work at District sites or at home will *not* work beyond their regularly
38 scheduled hours without advance authorization.
- 39
40 3. Employees will be trained in all online programs prior to being assigned the task.
- 41
42 4. If paras are assigned to work onsite with students and the assigned teacher is working
43 remotely, paras will be held harmless for any liabilities that certificated staff are normally
44 responsible for under their professional license:
 - 45 a. Paras are not expected to design instruction but will be asked to implement
46 instruction.
 - 47
 - 48

- b. If a para is working alone to support a student either via zoom or in-person, they will be responsible for supervising the student and ensuring expectations are followed. Enforcement of expectations will be supported by certificated staff to include building administrators.
- c. If a para is working with a student in the in-person model, a certificated staff member will direct the instruction and be available for consultation and support.

5. The parties recognize that the use of remote or hybrid modes of instruction may necessitate additional reassignment of bargaining unit employees to meet emerging needs to accommodate the urgent situations that arise in the District. The District will provide reasonable notice to the employee of any reassignment.
6. The temporarily reassigned employee will be returned to the employee's original assignment upon resumption of regular school operations or resumption of regular school programs.
7. During regular school operations, the District will follow the current CBA for any reassignment. The parties agree to meet and bargain the impacts if a change in mode of operation for major reassignment issues.

D. Leaves Related to COVID-19:

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.

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

2. Employee Accommodation

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

1. 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.

b. Vaccine Leave:

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

1 **3. Employees with COVID-19/Suspected COVID-19 & Quarantined Due to a Workplace**
2 **Exposure:**

3 Employees who have been diagnosed by a healthcare provider with COVID-19, or who are
4 experiencing symptoms of COVID-19 and are seeking a medical diagnosis, *may not come to*
5 *work* at a District worksite and may access any or all of the following benefits under the
6 terms of the CBA or law. Employees who have been ordered by a public health agency to
7 quarantine at home due to exposure to COVID-19 may not come to work at a District
8 worksite and may access any or all of the following benefits under the terms of the CBA or
9 law:

- 10 a. Alternative remote assignment, if available (see Section H, below).
- 11
- 12 b. Leave for the duration of quarantine or isolation if an alternative work assignment for
13 work/services provided at home is unavailable, and the quarantine was due to a
14 documented exposure at a district worksite:
- 15 1. Worker’s compensation, if applicable per Labor & Industries rules. Up to
16 three (3) days paid administrative leave while waiting for time loss
17 benefits to begin at the onset of an approved workers’ compensation claim.
- 18
- 19 2. In the event the employee is not able to work remotely, the employee may
20 access paid district COVID-Administrative Leave. Leave necessitated by
21 exposure at work is limited to 10 (days) per instance for the 2021-22
22 school year. The COVID paid administrative may be used to make up the
23 difference in the partial wage replacement of workers compensation (in
24 partial day increments).
- 25 a. The paid district COVID- administrative leave days cannot be
26 cash out nor rolled over at the end of the 2021-2022 school year.
- 27
- 28 c. Leave for illness, injury, or emergency (i.e., accrued paid sick leave).
- 29 d. Shared sick leave.
- 30 e. Personal or vacation leave, if available.
- 31 f. Washington Paid Family Medical Leave (PFML).
- 32 g. Federal Family Medical Leave Act (FMLA), which provides unpaid leave except for
33 continued health insurance benefits unless an employee elect to simultaneously use
34 other accrued, paid leave.
- 35 h. Unpaid leave of absence for the period of the temporary disabling condition
- 36 i. Long-term disability benefits if eligible per policy regulations.
- 37 j. Unemployment benefits if determined eligible by the Employment Security
38 Department.
- 39

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

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

- 46 a. Alternative remote assignment, if available (see Section H, below).
- 47 b. Leave for illness, injury, or emergency (i.e., accrued paid sick leave).
- 48 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 person 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 worksite and may access any or all of the following benefits under the terms of the CBA or law:

- a. Alternative work assignment determined by the District that may be performed from home, if available (see Section H, below).
- b. Leave for illness, injury, or emergency (i.e., accrued paid sick leave).
- c. Shared sick leave, if applicable.
- 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 elects to simultaneously use other accrued, paid leave if applicable.
- g. Unpaid leave of absence for the period the employee is unable to come to work at a District worksite.
- h. Unemployment benefits if determined eligible by the Employment Security Department.

6. Employees with Children Affected by School Closure.

An employee who must care for the employee’s child because of a school closure or unavailability of the child’s care provider due to COVID-19 may choose to come to work at a District worksite when required by the employee’s assignment or may choose to access any or all of the following benefits under the terms of the CBA or law:

- a. Alternative work assignment determined by the District that may be performed from home, if available (see Section H, below).
- 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. Leave for illness, injury, or emergency (i.e., accrued paid sick leave).
- d. Personal or vacation leave, if available.
- e. Unpaid leave of absence.



1
2 **E. Employees Who Otherwise Choose to Not Work at a District Worksite Due to Concern for**
3 **Safety.**

4 An employee whose assignment requires work at a District worksite and who does not fit
5 within the conditions of Sections D1-6, above, may request a leave of absences under the terms
6 of the CBA or law.

7
8 Employees who allege their workplace is unsafe are encouraged to immediately report their
9 concerns to their supervisor and/or the workplace safety committee. Such employees may in
10 limited circumstances also have recourse through L&I under WAC 296-360-150. Nothing
11 about this section limits an employee from requesting a leave of absence under Section 9.8 of
12 the CBA.

13
14 **F. Documentation.**

15 When employee requests leave under Section D1-5, above, the District may require, and an
16 employee will provide within five (5) business days (or such other number of days as
17 required by law), written documentation that the employee qualifies for such leave. For
18 example, in the case of an employee diagnosed with COVID-19, the District may require a
19 doctor's note. In any event, the District will request only such documentation as is consistent
20 with federal and state law. The District will take reasonable steps to maintain the
21 confidentiality of medical information received under this Section D6.

22
23 **G. Possible Limitations.**

24 All the contractual, insurance, and statutory leave benefits referenced above have specific
25 rules or external agencies that govern their application, and the terms of this LOA will be
26 interpreted consistent with those rules and agency interpretations.

27
28 **H. Alternative Work Assignments and Temporary Reassignment:**

- 29 1. When an employee's assignment requires work at a District worksite and the employee
30 cannot work at a District worksite for one of the reasons discussed in Sections D 1-7, above,
31 the employee must request an accommodation through the Human Resources Office. The
32 District will attempt to reasonably accommodate those circumstances by reviewing and
33 assessing the requested accommodation and the possible solutions and resources available to
34 meet the needs of both the District and employee.
- 35
36 2. If two (2) or more employees have equal priority under the conditions above, the District will
37 use District or Classification seniority to make the assignment, depending on the reason for
38 the accommodation.
- 39
40 3. To maximize the District's options for meeting the educational, social, and emotional needs
41 of students in the unusual circumstances of the 2021-2022 school year, PSE and the District
42 agree to the following limited opportunities for temporary reassignment of employees (which
43 may apply in either the case of an alternative work assignment, or when an employee
44 continues to work onsite):
- 45 a. The district may offer an employee the opportunity to be temporarily assigned to
46 provide classified services outside the employee's normal job description if work
47 within the employee's job description is unavailable due to the temporary closure of
48 school facilities.

- b. Such employees may only be assigned to perform work for which the employee is appropriately trained, licensed (if applicable), and prepared to perform.
- c. Such assignments will not, without the employee's agreement, exceed the hours normally assigned to such employees.
- d. Such employees will be paid the regular salary, wages, and benefits of the offered position unless Section 7.5 of the CBA applies.
- e. Such employee's temporary assignment may not result in displacing any other employee performing services within his or her regular job description.
- f. The temporarily reassigned employee will be returned to the employee's original assignment upon resumption of regular school operations, subject to existing contract rights of the District to reduce the workforce and/or reassign employees within the same bargaining unit.

I. Expectations Specific to Remote Instruction:

Should the District determine to transition to a hybrid mode of operation during the 2021-22 school year, those employees who may be working remotely (either because remote work is being used for certain staff or because they have been granted alternative assignments) will do at least the following in addition to other duties as assigned:

- a. Check their District-issued email accounts at least three (3) times a day during working hours (morning, afternoon, and before the end of the school day). Employees will endeavor to respond to emails (using standard District protocols) from District personnel, students, and parents during working hours and within an appropriate time, but in no event later than the start of their next assigned working hours or within twenty-four (24) hours, whichever is earlier.
- b. Remain available for phone calls with their supervisor or District personnel during working hours.
- c. Attend designated District/school online staff meetings, grade-level meetings, and team meetings as scheduled during working hours.

J. Expectations Specific to Hybrid Instruction:

Should the District determine to transition to a hybrid mode of operation during the 2021-2022 school year, the District will construct a schedule that meets the requirements of the public health and safety requirements and the Governor's Safe Start Washington phased plan requirements (if applicable). The District will meet and negotiate in good faith regarding impacts on wages, hours, or working conditions arising from hybrid instruction not addressed herein upon request by PSE.

K. Contact with Students:

Employees will not communicate or have contact with District students outside of their assigned job duties, consistent with the District's policy/procedure on maintaining professional staff/student boundaries.

L. Professional Development:

The District and PSE agree that the ongoing effects of COVID-19 present new challenges that may necessitate additional training. Employees may be required to attend professional development related to COVID-19. If such training is offered outside of an employee's normal working hours, those hours will be paid at the employee's typical rate of pay.



1 **M. COVID-19 Vaccination Mandate for Classified:**

2 1. Vaccinated employees:

- 3 a. Vaccinated employees will provide proof of vaccine, the District will record
4 acknowledgement of vaccine in a file with other vaccination records.
5 b. Employees who qualify for exemptions will provide documentation and the District
6 will record documentation provided for exemption in a file separate from their
7 personnel file.
8

9 2. In the event PSE employees are not in compliance with the vaccine mandate, the parties
10 agree to the following:

- 11 a. Unvaccinated employees will have until October 18, 2021, to be fully vaccinated.
12 b. Employees who choose separation due to the vaccine mandate, will receive a neutral
13 reference.
14

15 **N. Staffing, Reductions of Hours, or Furloughs:**

16 The determination of the needs of how many hours and staff to provide adequate services to
17 students is the right and responsibility of the District as recognized in Article 3 of the CBA. The
18 operational needs may require the District to initiate a reduction in force, furlough, or layoff or
19 end these actions and the CBA does not restrict the District from making these operational
20 decisions.
21

- 22 1. If the District determines to offer furloughs, the opportunity to accept a furlough will be
23 offered to employees in order of seniority within their classification. This provision shall not
24 be interpreted to require the District to offer a furlough to employees whose services are
25 deemed necessary for the school district operations during the COVID-19 emergency.
26
27 2. If the District determines to offer furloughs, PSE and the District will bargain the impacts and
28 timeframes of the furlough before furlough is offered to any employees.
29
30 3. The District will continue to make employer contributions to keep furloughed employees
31 enrolled in SEBB health benefits, to the extent permitted by SEBB, for the duration of their
32 furlough.
33
34 4. Furloughed employees may be entitled to unemployment compensations while in furlough
35 status as determined by the Employment Security Department and NWESD 189
36 Unemployment Cooperative Pool.
37
38 5. Furloughed employees may be recalled to work with at least forty-eight (48) hours email
39 notice.
40
41 6. Employees who are placed in furlough status will continue to accrue seniority within their
42 classification as though their service was uninterrupted.
43

44 **O. New Federal or State Legislation:**

45 If there is an occurrence of new federal/ state legislation or state executive orders or rules that
46 impacts this LOA, either party may request negotiations to address the impacts or changes or
47 possible termination of this LOA.
48

1 **P. Effective Date:**

2 It will expire on August 31, 2022 unless the parties earlier agree in writing to terminate it. All
3 provisions of the current CBA for 2019-2022 not modified herein will remain in effect. This
4 LOA is not precedent-setting and is intended to address only the specific and unprecedented
5 health emergency presented by COVID-19. Neither party may cite this LOA or introduce it into
6 evidence in any future arbitration or other legal action, other than one to interpret or enforce this
7 agreement.
8

9 **Q. Nurse and Health Room Support.**

10 Classified nurses and health room assistants who coordinate and assist with contact tracing and
11 testing due to COVID-19 shall receive a stipend of stipend of one thousand dollars (\$1,000) per
12 1.00 FTE. Less than full time staff will receive a prorated stipend. For purposes of this clause
13 full-time FTE equals one thousand four hundred forty (1440) hours.
14

15
16 This Letter of Agreement shall become effective September 1, 2021 and shall remain in effect until
17 August 31, 2022.
18

19
20 PUBLIC SCHOOL EMPLOYEES
21 OF WASHINGTON/SEIU LOCAL 1948
22 MONROE CHAPTER #1117

MONROE SCHOOL DISTRICT #103

23
24
25
26
27 BY: GC Ackley
28 Genelle Ackley, Chapter President

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

29
30
31
32
33 DATE: October 12, 2021

DATE: 10/12/21



