

**Memorandum of Agreement
Between
Mukilteo School District
And
Mukilteo Education Association**

Re: Workload impact of staffing shortages

A number of factors, including the COVID-19 pandemic, have resulted in staffing shortages for certificated and classified substitutes, special education and library paraprofessionals, and special educators (teachers and Educational Staff Associates). The District and Association acknowledge that open staffing positions have an impact on the workload and working conditions of certificated staff.

In an effort to address this issue, we are entering into the following understandings and agreements. This memorandum of agreement (MOA) is in addition to the provisions of the current collective bargaining agreement and will be in place for the 2021-22 school year. The agreements within this MOA shall not be precedent setting.

1. **Certificated substitutes:** The parties reviewed substitute fill rates at each school over several weeks. The data shows that the District is short substitutes on a daily basis, especially on Fridays. At the elementary level, lack of substitutes is resulting in the cancelation of services (EL, LAP, Title, etc.) for students. Many substitutes in the District's substitute pool do not accept positions five days per week.

Agreements:

- a. Our current COVID-19 MOA increased the substitute daily rate to \$200 per day. Due to high substitute usage, the rate on Fridays will be \$250 for a full day and \$125 for a half day or \$32.00 hourly rate (hourly rate for distance learning only), effective November 12, 2021.
- b. The District will hire five (5) permanent substitutes who will be assigned to schools each day.
- c. The District will reach out to substitutes currently in the pool to ask them to work additional days. Further, the District will contact recent retirees and former substitutes to assist those interested in being hired into the substitute pool.
- d. The District will continue to recruit substitutes through postings, job fairs, and online events.
- e. If district level certificated staff (TOSAs) are asked to assist with substitute coverage on high use days, such requests will be prearranged and scheduled in advance. These district level certificated staff will be assigned through a rotation.
- f. Any certificated staff who are reassigned from their daily assignment to cover when there is not a substitute available, as outlined in Article VIII, Section 3.C., shall be compensated, effective November 12, 2021, in recognition of the frequency of these requests, as follows:
 - i. One (1) hour per diem for coverage of up to one hour
 - ii. Two (2) hours per diem for coverage of more than one hour up to a full day

- g. Any teacher of a co-taught class who assumes supervision for the entire class because no substitute or coverage is available for their co-teacher shall be compensated at (1) one hour at their per diem hourly rate per period.
 - h. PE teachers who cover for their absent PE colleagues, as outlined in Article VIII, Section 3.D., shall be paid at per-diem effective November 12, 2021.
2. **Classified substitutes:** The District will continue to attempt to recruit and hire classified substitutes.
 3. **Speech-Language Pathologist (SLP):** The District has vacancies and pending leaves for SLPs which require additional staff to support the caseload, workload, and deliver services to students.

Agreements:

- a. The District will implement the following strategies to address the current unfilled SLP vacancies:
 - Hire from an outside agency
 - Recruit candidates to fill contracted SLP positions
 - Increase pathways to the SLP position through partnerships and internships
 - Reassign students to balance caseloads according to current CBA
 - b. The District will implement the following strategies to assign caseload from current staff on temporary leave through February 2022:
 - Attempt to hire from an outside agency
 - Recruit candidates to fill contracted SLPs out on leave
 - Seek volunteers from current SLPs to take additional students from the staff on leave.
 - SLPs taking on additional students will have the option to provide services via tele-therapy, provided the District can arrange for an adult to supervise students while they are working with the tele-therapy SLP as needed.
 - If an SLP agrees to serve an additional 4-5 students on a temporary basis, they will be compensated as follows:

Stipend equivalent to a .2 FTE calculated from October 1 for the duration of the leaves. The .2 FTE is calculated on the total of: base, enrichment, applicable longevity stipend, special education stipend and extended days. Payment for the stipend will start on the November pay warrant with one retroactive payment for October and continue through the duration of the leaves.
4. **Special Education Para Hours:** The collective bargaining agreement requires specific para hours be provided to each teacher in the various programs. Currently, there are any open para positions which has resulted in increased workload for special education teachers and impacted services to students. Some teachers have missed lunch and/or planning time due to this staffing

shortage. The District's para substitute pool is depleted, and many openings and leaves go uncovered.

Agreements:

- a. Any teacher who missed their planning time and/or lunch since the start of the school year will submit these hours for compensation via a timesheet.
- b. PreK-12 special education teachers who do not have para vacancies within their program have had hours/days where their para was absent and/or had to provide coverage elsewhere within the school. In recognition of this increased workload from September through December, these educators will receive a stipend of \$300 per month (total \$1200). This stipend will be paid out on the December warrant. Additional recruitment and hiring efforts for substitute paraeducators by the District will continue.
- c. PreK-12 special education teachers who have had any para vacancy hours within their program will receive a stipend of \$600 per month through the end of December (total \$2400). This stipend will be paid out on the December warrant.
- d. The District and the Association will meet before December 17 to review the impact of paraeducator vacancies and gaps in coverage, if any, and discuss additional compensation or other remedies to be in place by January 7.

5. **Occupational Therapist (OT):** Caseload averages for OTs is above the negotiated cap.

Agreement:

- a. The District will add an additional 0.6 FTE OT.

6. **Special Education Teachers:** A few teachers have caseloads above the negotiated cap.

Agreements:

- a. The District will hire 2.0 FTE resource room teachers.
- b. Teachers who were above cap based on the October 1 count will either have their caseload reduced (send 1-2 students to another caseload manager within their program and school) or be compensated with additional FTE. This additional FTE, once agreed to by the parties, will be paid from October 1 until such time as the caseload is reduced. One teacher will receive retroactive compensation from September.
- c. Should any special education teacher go above cap beginning in November and during the 2021-22 school year, the District shall follow the procedures for contracts in excess of 1.0 FTE found in Article IV, Section 10.
- d. In an emergency effort to immediately reduce caseloads, the District will seek a volunteer to assume additional distance learning students on their caseload and will be compensated an additional .2 FTE.

7. **Librarian Para Hours:** Some Librarians have lost contractual para time due to the shortage of para support at their school.

Agreement:

- a. In recognition of this increased workload from September through November, librarians will receive a stipend of \$300 on the December warrant.
- b. In recognition of librarians at Horizon Elementary and Odyssey Elementary schools, who may have been impacted by vacant para support positions, the librarians can bank lost time. The District and Association will reach out to impacted librarians to complete this process.

8. Virtual Academy and Distance Learning Support: The formation of Mukilteo Virtual Academy (MVA) and the K-8 Distance Learning program required teachers to transition into a new program. This has resulted in a number of unanticipated workload concerns.

Agreements:

- a. Staff who were not provided a district worksite shall be reimbursed up to \$100 per month for internet costs for September through December and provided, no later than December 1, with a district-issued wireless hot spot capable of hosting class Zoom meetings for the remainder of the school year.
- b. Remote teachers will be provided with a district app that provides a district-issued phone number to make and receive calls, or a district provided cell phone, at their discretion. The District phone app or cell phone shall be provided and be fully operational by November 15.
- c. A list of remote learning substitutes will be identified by the district and provided to all MVA and distance learning teachers.
- d. The District will specify a location for remote learning staff to make photocopies, make phone calls and access other teaching supplies by November 15, 2021.

The District and Association will continue to meet, discuss, and problem solve the various staffing related issues. The District will provide the Association with accurate, timely substitute and staffing (open positions, caseloads, etc.) data.


Dated this 16th day of November, 2021

For the District



Heather Tow-Yick
Deputy Superintendent

For the Association



Tory Kartchner
MEA President