

**Memorandum of Agreement  
between  
Mukilteo Education Association  
and  
Mukilteo School District**

**2021-2022 School Year COVID-MOA**

The District and Association agree upon this memorandum amidst the COVID-19 pandemic to resolve questions regarding employment and District services in this unprecedented time. The District and the Association agree to continue to discuss in good faith any issues that arise from any new COVID-19 guidance or requirements. These amendments or additions to the parties' collective bargaining agreement shall remain in place through the 2021-2022 school year.

Additional discussion and negotiations may be requested by either party.

If the District is mandated to discontinue in-person learning across the District or pivot to any form of hybrid learning, the parties will revisit the 2020-2021 MOAs related to COVID as a foundation for health and safety and will negotiate any needed updates and/or adjustments for educational activities.

**ARTICLE IV – EMPLOYEE RIGHTS**

**Section 6 – Employee Protection**

Staff who have questions or concerns about any health/safety rules and protocols shall contact and seek resolution with their respective COVID-19 site supervisor, a building-level safety committee representative, Cindy Steigerwald (Director of Transportation and Safety), and/or Karen Mooseker (District Health Officer). If the question/concern is not adequately addressed, the employee has the right to file a complaint with the Department of Labor and Industries (L&I), and/or the Occupational Safety and Health Administration (OSHA).

**6.A. - Safe and Healthful Environment**

**Vaccination**

The District will provide up to 1-day of release for employees to complete their COVID-19 vaccinations/booster or recovery upon request.

The District is required to verify the vaccination status of staff as required by DOH, L&I and/or law. The District will not retain copies of actual employee vaccination records and will not release any personally identifiable vaccination record, unless required by law/ court order.

The parties shall begin discussions around the implementation of the Governor's Vaccine mandate for school staff.

**Face Coverings/ Masks**

All staff working in-person will be issued FDA-approved KN95 or surgical masks and face shield or goggles. The District will provide N95 masks to staff who voluntarily request them. Prior to the suspension of any public health mask mandate for schools, the District and Association shall confer.

Staff who work in high-risk situations as defined by L&I shall receive PPE commensurate with that classification, including any required fit-testing.

The District, in accordance with Department of Health Guidance, will provide students approved masks as well as any appropriate PPE necessary to participate in any curricular or extracurricular activity.

## **Testing**

The District will create a diagnostic COVID-19 testing program as recommended by the DOH for both students and staff. The District will provide screening testing as required for high-contact indoor sports. The District will share its plans with the Association for screening testing of students and staff.

The parties agree to confer to mitigate any workload issues that arise from this testing program.

The District is responsible for all costs related to testing and testing shall be provided free to students and staff. In some cases, the District may ask employees to seek reimbursement from their individual insurance provider, provided there is not any out-of-pocket cost to the employee.

## **Physical Distancing**

All indoor classrooms/teaching spaces will be appropriately arranged to allow for a minimum of 3-feet of physical distancing for students and 6-feet of physical distancing for staff. The District will report to the Association a list of classrooms by building that are not able to maintain 3-feet of distance between students within the contractual cap of that class. The District will report to the Association its safety mitigation strategies in these classrooms.

The District will ensure that lunchrooms are set-up to the maximum amount of physical distancing as possible. In addition, the District will ensure that all schools have clear entry and exit procedures. The District will assist schools in establishing lunch schedules that maximize cohorting and ensures students are seated predictably as to allow for easy contact tracing. The District will provide additional resources, which may include staffing, to elementary schools that lack a multi-purpose room (second large space) to creatively address the needs of both displaced programs and to address lunch space concerns. The building principal, with support of the District, shall collaborate with any staff whose teaching space is impacted by any changes to building schedules (e.g. lunch, etc.) and work to mitigate the impacts on effected programs and staff. The parties agree to continue working in good faith to address concerns and mitigation measures around snacks, meals, and recess.

The District will provide all ESAs and other employees workspace(s) that allow them to carry out their duties in accordance with L&I and DOH guidelines. To address concerns about individual workspaces, facilities representatives will be available upon request for consultation and resolution.

## **Ventilation**

The District will utilize guidance by ASHRAE to evaluate and adjust HVAC systems to provide appropriate air circulation and filtration for the planned occupancy and building use.

The District will maximize air exchanges per hour within each school according to system capacity and outdoor weather conditions. In the event of an unhealthy air quality (e.g. wildfire smoke), the District will notify the Association of its plans to implement guidance issued specifically for that situation.

The District will report to employees at the beginning of the year all changes made to the ventilation system to date. The District has a work order system for ventilation concerns. This process will be shared with employees.

The District will ensure appropriate safety mitigation measures are in place for health rooms, care rooms, and common office spaces. To address concerns about ventilation in workspaces, facilities representatives will be available upon request for consultation and resolution.

## **MSD Operations Guide**

All staff shall adhere to the health and safety measures in the staff MSD In-Person Operations Guide. The District shall maintain and update an Operations Guide for employee reference and guidance through the 2021-2022 school year.

The District agrees to confer with and/or seek input from the Association prior to making any substantive changes to the Guide. The Association may bargain potential impacts of such changes.

### **Contact Tracing**

The District will facilitate contact tracing as recommended by the department of health. The District will ensure that the operations of schools, with regards to student movement and physical distancing, are conducted in a way that ensures contact tracing of students is possible. This could include encouraging seating charts, using movement markers, and ensuring that students reduce the time they are in close contact with others. The District and Association will confer on employee workload related to contact and reporting requirements.

### **6.B. - Industrial Insurance and (L&I) Benefits**

1. Employees have the right to file a safety complaint with L&I (the Department of Labor and Industries). The District shall not discriminate or retaliate against an employee who files such a complaint. Employees that experience retaliation or discrimination for exercising this right may complete an L&I discrimination complaint form.
2. Employees have the right to file a safety and health complaint with OSHA (Occupational Safety and Health Administration). The District shall not discriminate or retaliate against an employee who files such a complaint. Employees that experience retaliation or discrimination for exercising this right may file an OSHA whistleblower complaint.

### **Section 8 – Student Discipline**

The District shall, prior to each school year, require that each building principal and the teaching staff shall meet to collaboratively review, revise, and/or develop building discipline expectations and enforcement of those expectations, including application to special education students. Building discipline expectations shall include an immediate response plan for emergencies that may occur in the building or on the playground, as well as a written procedure for student discipline referrals when the principal is not available. Building discipline expectations must include recommended appropriate consequences for students who do not comply with the expectations of COVID-19. Building principals shall provide a copy of the discipline plan developed by the building to each employee by September 30.

### **Building-level Safety Committee**

The COVID-19 supervisor or existing building safety contact at each school/worksites shall ensure the building safety committee meets regularly to review safety and health concerns, assist in correction of identified unsafe conditions or practices, and recommend improvements where needed. Agenda and minutes of the committee's meetings shall be sent to all staff. The number of employee-elected members must equal or exceed the number of employer-selected members. Names of all safety committee members shall be posted on building safety bulletin boards. Building safety committees may refer questions/concerns to the District Safety Committee.

For the 2021-2022 school year, certificated staff members that serve on this committee shall be compensated at per diem.

### **Building COVID-19 plans**

Each building shall have a COVID-19 building plan that thoroughly attends to the physical safety and health of staff and students in alignment with the District's Operations Guide and Department of Health guidance. The plan shall define the personnel designated that will staff and implement various procedures. These plans shall be presented to staff to allow for understanding, and if necessary, further refinement.

### **Section 11 – Assignment, Vacancies and Transfer: General Ed. And Special Ed. Teachers**

#### **Pre K – 8 Online Learning Program**

Teachers may wish to transfer into the online learning program for grades Pre-K through 8<sup>th</sup> grade. The District and Association agree to the following criteria for filling positions in the Pre K – 8 online learning program:

1. Teachers who have submitted documentation to HR for an accommodation for remote work.
2. Priority will be given to keep teachers in the same grade band/content as online openings, as well as teachers in buildings at grade levels that are overstaffed to reduce staffing disruptions.
3. Within those grade bands, seniority shall apply, as outlined in Article IV, Section 11.8.

This is a one-year program. At the conclusion of the 2021-2022 school year, all staff will return to their original positions and would be subject to normal staffing considerations for the 2022-2023 school year. If a staff member who is subject to involuntary transfer as a result of the preK - 8 online program and elects to take a virtual assignment, this will be treated as an involuntary transfer and will be afforded all contractual protections as outlined in Article IV, Section 11.G.

### **MVA (Mukilteo Virtual Academy)**

This program is subject to all normal staffing considerations, except there will be no involuntary transfers from in-person assignments to distance-learning assignments.

## **ARTICLE VI - LEAVES**

### **Section 1 – Illness, Injury and Emergency Leave**

**1.A.7** Teachers in any remote assignment may use their leave in hourly, half-day, or full day increments. Leave in hourly increments will be rounded up to the nearest hour.

#### **District COVID-19 Leave**

Should an employee need to isolate or quarantine for a COVID related reason, they will be provided with paid District COVID-19 leave for up to three (3) days per incident. After three days, the employee may apply for workers compensation through Labor and Industries (L&I). L&I makes a presumption that any infectious or contagious diseases that are transmitted through respiratory droplets or aerosols, or through contact with contaminated surfaces was contracted at work unless there is a preponderance of evidence that it was not possible (the individual was on vacation or working remotely).

The District will deposit 800 hours into the existing Shared Leave Bank created by the MOA, “Insurance Benefits September 1, 2019 – December 31, 2019”. Current implementation of Leave Sharing will continue with the addition of the ability to use sick leave in accordance with RCW41.04.665 (1)(f)(i) and for school/childcare closure. Consistent with the proclamation 20-05, issued February 29, 2020, by the governor declaring a state of emergency in Washington. The ability to use sick leave for COVID-19 related events will expire with the expiration of proclamation 20-05.

#### **High Risk Employees/High Risk Family Member**

Any employee who is deemed at “high risk” for COVID-19 will have access to all available leave. This is defined as a person who is at an age or has an underlying health condition that puts them at high risk of contracting a severe illness (as defined by Centers for Disease Control) from an infectious or contagious disease that is the subject of the public health emergency; AND has obtained a recommendation from a medical provider for removal from the workforce due to their high risk of contracting a severe illness.

#### **PFML**

Employees may have access to Washington State Paid Family Medical Leave (PFML). Employees may supplement the amount they receive from PFML using their paid sick leave, up to their normal earnings, provided they have paid leave available.

## **ARTICLE VIII – OTHER TERMS AND CONDITIONS OF EMPLOYMENT**

### **Section 1 – Employee Work Year**

#### **Elementary Engagement Conferences**

To build relationships with students/families, for the first two days elementary staff will conduct conferences with families. The District will ensure employees are assisted in scheduling conferences, and that conference scheduling will take place during building-directed time. Meetings that occur in person must follow all health and safety guidelines and take place in well-ventilated spaces. Online options for meetings should be offered proactively to alleviate any health or safety concerns. Any teacher who chooses to hold parent conferences outside the workday hours due to class size or family needs shall be paid at per diem up to 3 hours. The District and Association will confer on any implementation challenges.

### **MVA**

MVA will utilize a modified 6-period day, with a maximum of 3 live classes on Monday, Tuesday, Wednesday, and Thursday. Fridays shall be asynchronous for MVA students. In addition to all normal contractual protections around time, MVA teachers will be guaranteed 90-minutes of daily plan time, in no less than 30-minute increments.

MVA teachers will work with their administrators to agree to a schedule for Fridays. This schedule shall be submitted to the Association for review and must ensure all contractual time obligations are met, including 90-minutes of plan time.

### **Online Learning Pre K – 8 Work Day**

The District will assist in creating asynchronous content for teachers so they can focus on live instruction.

The elementary and middle school online schedules for Monday through Thursday must ensure that the employee has 90-minutes of daily plan time, and 45-minutes on Fridays, 30-minutes duty free lunch, 30-minutes before and after school “WAC time,” and guarantees all other contractual protections and obligations.

Employees may choose to incorporate movement/recess class breaks.

The parties agree that Learning Improvement Time (LIT) allocation shall be consistent with the employee and building/District breakdown as outlined in Appendix I and consistent with Article VIII, Section 2.A. Except, for the online middle school program, LIT time shall be 75-minutes at the end of the day.

## **Section 4 - Class Size and Work Loads**

### **MVA- Class Size Cap**

The maximum number of students assigned to any class section shall be 27 in MVA. The maximum instructional load for MVA per teacher is 162, based on teaching six- periods. The maximum number of students per section shall be 28 in MVA for no more than 15 school days from the beginning of the trimester or semester. No instructional load shall remain at 166 for a period of more than 15 school days from the beginning of the school year.

### **MVA- Overload**

For MVA Following 10 consecutive school days from the beginning of the school year, relief provisions are applied as follows:

- (i.) 151 students shall receive the equivalent of one (1) hour of paraeducator time in the form of overload compensation per day at the paraeducator hourly rate for the previous year.
- (ii.) 155 students shall receive the equivalent of two (2) hours of paraeducator time in the form of overload compensation per day at the paraeducator hourly rate for the previous year.
- (iii.) 160 students shall receive the equivalent of three (3) hours of paraeducator time in the form of overload compensation per day at the paraeducator hourly rate for the previous year.

### **Whole class/ Whole school closure**

When a classroom or a school is required to move to distance learning due to a COVID-19 exposure or outbreak, students will participate in the first school day of the quarantine asynchronously. After the first day, teachers will provide remote work to their students as appropriate and as professional responsibility dictates.

**Section 4 – Class size and Work loads**

The District will add a 1.0 Elementary Support Specialist to support the Pre K - 5 online learning program. The District will add a 1.0 counselor to support 6-8 online learning program and MVA.

The District will hire special education teachers to support the K-8 online learning program for all students enrolled with an Individualized Education Plan (IEP). K-5 will be staffed at a ratio of 25 to 1 and 6-8 will be staffed at a ratio of 29 to 1. If a teacher exceeds contractual limits, additional compensation or FTE will be added. The District and Association agree to continue discussion to support students with IEPs in the online programs Pre K - 8.

**ARTICLE IX – SUBSTITUTE EMPLOYEES**

**Section 4 - Compensation**

The parties agree to adjust certificated substitute pay rates for the of the 2021-2022 school year as follows:

- A daily full-day rate of \$200
- A daily half-day rate of \$100
- An hourly rate of \$26

Any certificated substitute that works twenty (20) or more full days, will receive a \$500 stipend at the end of the school year.

**ARTICLE X – EVALUATION**

Evaluation practices of the 2020-2021 school year should be continued for both MVA and preK – 8 online, to the degree possible.

For MVA, the District will propose to the Association, no later than January 31, 2022, their plans for the evaluation system for MVA in subsequent years.

Dated this 29<sup>th</sup> day of August, 2021.



---

Heather Tow-Yick  
Deputy Superintendent



---

Tory Kartchner  
MEA President