

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

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

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 following agreements apply to the distance learning instructional model. These amendments or additions to the parties' collective bargaining agreement shall only be in place for so long as the District employs the district-wide distance learning instructional model. The District and the Association agree to continue to discuss in good faith any issues that arise in the future as a result of a change from the current model. Prior to any staff being asked to work with one or more students in person, the District and Association shall meet and discuss the impacts.

Article IV – Employee Rights

Section 4 – Academic Freedom and Professional Prerogative

4.C. – Recording/Viewing devices

The parties recognize the importance of teachers appearing on video when instructing students through distance learning and expect teachers to do so to create a strong relationship with students. However, we recognize that employees may have a religious, privacy, or safety concern of their image appearing in live or recorded videos. Employees can provide live or recorded videos without their image appearing.

Employees will create learning schedule(s) for their courses/class that include a combination of synchronous, asynchronous, and independent learning each week. The time, duration, and nature of synchronous and asynchronous learning opportunities shall be at the discretion of the employee, within the parameters of the foundational schedule or a mutually agreed upon flexible schedule.

Section 6 – Employee Protection

6.A. - Safe and Healthful Environment

The District shall set guidelines regarding recorded synchronous learning that maintain the privacy/contractual rights of staff and meet and confer regarding these guidelines to LMC no later than September 16. The District shall secure necessary permissions from students and their families and set guidelines that affirm our students' right to privacy.

To ensure a safe environment in a distance learning model, employees shall not have one-to-one zoom/video meetings with the student unless a parent/guardian, other employee and/or administrator has been invited to the meeting. Administrator/parent/other employee is not required to attend but must have the opportunity to join.

Section 7 – Employee Safety

7.B. - General Employee Protection

While we are in the full distance learning model, teachers will have the option to work either from their primary worksite or remotely unless their job responsibilities require them to work on site.

At such time when the District identifies a small number of students who would benefit from some in-person learning, Human Resources shall consider and identify reasonable accommodations as requested by those teachers who are assigned to such students and who may be required to work on-site. Such accommodations may include but are not limited to additional PPE, safety protocols and/or an alternative assignment including a remote assignment.

District wide health and safety protocols will be designed to comply with guidance of all applicable public health agencies and outlined in *Appendix B: Health and Safety Protocols for Use for In-Person Instruction*. Compliance with all relevant District safety and health rules and adherence to social distancing regulations and other safety-related rules will be an essential function of each employee's job.

Each school's HVAC system shall be evaluated for adequate outdoor air flow. See *Appendix B* for additional details.

Section 8 – Student Discipline

MEA maintains that some basic discipline expectations and procedures be shared with employees prior to the eighth student day. Additional work and details may be developed and must be shared with all certificated staff no later than Wednesday, October 14.

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. Building principals shall provide a copy of the draft discipline plan developed by the building to each employee by September 30. This plan shall be finalized and provided to each employee by Wednesday, October 14.

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

11.A. 4 – Assignment

As the teaching model changes, certificated employees may be required to work at their primary worksite with students. If staff wish to continue working remotely, they may indicate their intention to do so to the District. Employees entitled to a remote work assignment based upon an accommodation under federal or state law will have priority.

11.A. 5 – Reassignment

Elementary specialists and categorical staff that are reassigned or transferred to another position or role for the 2020-2021 school year shall be returned no later than the 2021-2022 school year to the positions from which they have been transferred.

11.D– Assist in Making Move for Involuntary Reassignment

If system-wide in-person instruction is to resume this school year, elementary specialists and categorical staff that have been reassigned to a classroom teacher position shall receive two (2) days of released time or additional compensation paid at per diem if they will be working in their classroom teaching position on site.

Article VI Leaves:

Section 1 – Illness, Injury and Emergency Leave

1.A.7. Full-time employees may use their accumulated sick leave in hourly, half-day or full day increments. Leave in hourly increments are limited to the distance learning model and will be rounded up to the nearest hour.

Aesop Use: Teachers will continue to submit their leave via Aesop. The District will send all employees the process for submitting for leaves during distance learning by September 8.

Employees seeking COVID-19 related leave may contact Brandi Wall, Payroll Leave Specialist, to determine which federal, state, and/or local option(s) may be best for their personal situations.

COVID-19 presents unique health, family, disability and staffing challenges for the District and its employees. The provisions listed in *Appendix A: [COVID-19 Leave Scenarios](#)* are included to provide clear, objective, and practical options for the District and the employees facing those challenges.

Eligible employees have the option of using leaves under the Federal Families First Coronavirus Response Act (FFCRA) to supplement their normal wages (see *Appendix A: [COVID-19 Leave Scenarios](#)*):

EPSLA: Emergency Paid Sick Leave Act is in addition to the other leave entitlements.

Employees may supplement the amount they receive from paid sick leave, up to their normal earnings, provided they have paid leave available.

EFMLEA: Emergency Family and Medical Leave Expansion Act is in addition to the other leave entitlements. Employees may supplement the amount they receive from paid sick leave, up to their normal earnings, provided they have paid leave available.

If an employee wishes to use any COVID-19 leave and supplement with their paid leave they must notify Payroll Staff payrollstaff@mukilteo.wednet.edu.

An employee who is required to work on-site, and is instructed to quarantine by the health department or district designee due to a confirmed COVID-19 exposure while on-site, shall be allowed to work remotely, if possible, during the prescribed quarantine period. If remote work is not possible,

the employee shall be provided with paid District COVID-Administrative Leave during the prescribed quarantine period, up to a maximum of ten (10) work days.

Article VII – Salaries, Stipends, and Benefits

Section 5 – Activity Payment

The Association and the District acknowledge the importance of providing a broad offering of purposeful learning experiences through activities and clubs. However, the parties recognize a distance learning model and current regulations from the department of health regarding on-site student activities impact the potential offering of these student activities for the fall. Therefore, the parties agree to offer Co-Curricular stipends in accordance with the Memorandum of Agreement Article VII – Salaries, Stipends, and Benefits, Section 5 – Activity Payment (Appendix C).

Section 7 – Teacher Leadership Stipends

Teacher Leadership stipends will be increased by 10% after applying 2020-21 IPD.

Leadership Stipends		
HS Department Head: KA and MA	\$ 2,531 2,829	plus 5 days at per diem
Teacher Leadership: ACES, MS, ES	\$ 1,055 1,179	

Article VIII – Other Terms and Conditions of Employment

Section 1 – Employee Work Year

Student/Family Engagement Conferences

In order to build relationships with students/families and ensure building teams are prepared for distance learning, the first seven student days, occurring September 2 – 11, will be time dedicated to achieving the following goals:

- Daily live check-ins with student
 - Whole Class check-ins with elementary student
 - Differentiated check-ins with secondary students (whole group, small group, individual)
- Individual conferences / orientation for students and/or their families
- Independent activities for students to prepare for learning for the year
- Collaboration with team to develop and adapt learning plans based on student needs

Schedules

To help staff with predictable pre-planning, elementary and secondary foundational schedules have been established to provide structure to create weekly schedules with families. Each department/content/grade level team will draft a clear schedule that designates varying time for synchronous, asynchronous and independent learning (each day/week).

Some teams may decide to offer learning experiences or check-ins outside of the schedule listed above. This may be in response to their own family needs or to meet staff scheduling needs, or in response to what we learned during the family engagement conferences held during the first seven days.

Schedules will be sent to building principals for final approval.

The District and Association will do a system-wide distance learning schedule review no later than the end of November.

Elementary school foundational schedule (Monday, Tuesday, Thursday, Friday)

To the greatest extent possible, synchronous (live) learning occurs between 9 a.m. and 12 p.m. for elementary students. This is when synchronous learning can occur but does not imply or suggest that elementary students would have three full hours of synchronous learning. The learning will be done in one of three ways: synchronous (live), asynchronous (recorded), and independent student learning activities.

Grades	Check-ins and/or SEL Activities	Reading	Writing	Math	PE/ Music/ Library	20 +20 Movement	Science/ Social Studies	Totals
K-5	35 minutes daily	90 minutes daily	30 minutes daily	60 minutes daily	45 minutes daily	40 minutes daily	35 minutes daily	5.58 hours a day

Secondary school foundational schedule (Monday, Tuesday, Thursday, Friday)

This schedule is provided to reduce “double-scheduling” of synchronous learning. This does not imply that secondary students would necessarily be engaged in synchronous learning for an entire period or even every day in every period. The actual learning schedule for each class will be developed by teams within their content departments using this schedule as a foundation.

Period 1	8 a.m. - 9:30 a.m.	90 minutes
Period 2	9:40 a.m. - 11:10 a.m.	90 minutes
Period 3	11:20 a.m. - 12:50 p.m.	90 minutes
Teacher Planning Time	12:50 p.m. - 2:20 p.m.	90 minutes

Wednesdays

MEA and MSD recognize that distance learning places extreme workload demands on all staff. We have a shared value to equalize workload and allow for content delivery to be shared amongst staff members. In our scheduling model, beginning on September 16 and with the exception of November 25 (early dismissal day on calendar--conference day for elementary and independent learning day for secondary), Wednesdays shall be reserved as a day for team collaboration, individual teacher planning time, professional development, and staff meetings. Teachers will check-in with students, and students will participate in school-wide engagement opportunities (e.g. assemblies), independently complete work/movement/creative activities, and receive appropriate intervention services and outreach as determined by individual teachers and/or grade level teams. Schedules for employees will be built to encompass the following:

Wednesdays - Elementary

- ❖ 30 minutes Elementary Student Check in (all days)
 - Classroom teachers will hold a morning meeting to take attendance and introduce independent tasks for the day
 - All non-classroom FTE will be directed by the principal to assist with either the classroom teacher at the morning meeting or assist with attendance through reaching out to students that have not checked in for the day
- ❖ 90 minutes Student interventions and outreach
 - All non-classroom certificated staff have responsibility to assist in providing interventions and outreach during this time. Individual teachers and their teams will identify students who need intervention and support.
- ❖ 90 minutes required collaboration time with school-based teams or job-alike teams
- ❖ 30 minute duty-free lunch
- ❖ 90 minutes employee-directed individual plan time
- ❖ 90 minutes District/building directed time for a variety of things including PD, principal led PLC, dept level meetings, staff meetings, building culture initiatives.
- ❖ 45 minutes of office hours (available for families, colleagues, students, administrators)

Wednesdays - Secondary

- ❖ 120 minutes Student intervention and outreach
 - All certificated staff have responsibility to provide interventions during this time. Teams decide who needs intervention and what those are.
- ❖ 90 minutes required collaboration time with school-based teams or job-alike teams
- ❖ 30 minute duty-free lunch
- ❖ 90 minutes employee-directed individual plan time
- ❖ 90 minutes District/building directed time for a variety of things including PD, principal led PLC, dept level meetings, staff meetings, building culture initiatives
- ❖ 45 minutes of office hours (available for families, colleagues, students, administrators)

1.C. Learning Improvement Time

Learning Improvement “LIT” Fridays will be suspended for 2020-2021. Building/district-directed time shall be re-packaged to allow for predictable staff meeting time on Wednesdays.

1.E. Staff Meetings

Staff meetings shall occur as part of the re-packaged building-directed time on Wednesdays. No staff meetings shall occur on Mondays, Tuesdays, Thursdays, and Fridays. This limitation does not apply to all-staff emergencies, meetings that involve a small group of staff on an incidental basis, or meetings that are optional for staff.

Staff who need flexible work schedules should prioritize their family needs, their student needs, and team collaboration. If their schedule cannot accommodate staff or professional development meetings, they should work with their colleagues and administrators to engage in that work when it fits into their flexible work hours.

1.F. – State/Federal Student Assessment Dates

A comprehensive and accurate calendar of State and Federal student assessment dates will be published and distributed to employees by December 1 of each school year. The District shall review the District Assessment Program calendar with LMC no later than November 13.

Section 2 – Work Day

2.A. Employee Work Day

While the contracted work day stands, employees may request a flexible work day to meet their family needs or to accommodate their students in agreement with their teams, consistent with Article VIII, Section 2.E. (flexible work hours).

Section 3 – Covering Classes (in a distance learning environment)

The District will be encouraging internal coverage by building employees where possible, particularly when a teacher is providing synchronous (live) lessons conducted via Zoom, office hours and/or any other direct service to students.

In the event an employee is willing to cover an absence as described above, the employee will be compensated at their per diem hourly rate.

In instances when a half/full-day substitute is needed but none are available:

As part of their predictable reassignment plans under Article VIII, Section 3.C., building principals through their BLT/Department Heads shall create a distance learning substitute coverage plan that includes all non-classroom FTE in the rotation of coverage. Administrators shall assist with such coverage as available. Those employees that are reassigned from their entire daily assignment, or during their planning period, will be compensated at their hourly per diem rate for the total amount of lost planning time.

Section 4 – Class Size and Work Loads

The following class size and workloads have been adjusted to accommodate the 3X3 block schedule for grades 6 - 12 for the 2020-2021 school year.

4.A.3.e. Maximums – Grades 6-12

The maximum number of students assigned to any class section shall be 30 in grades 6-8 and 33 in grades 9-12. The maximum number of students per section shall be 31 in grades 6-8 and 34 in grades 9-12 for no more than 15 school days from the beginning of the trimester or semester.

For 2020-2021 only, the maximum daily instructional load in grades 6-12 shall be 99. No daily instructional load shall remain at 100 for a period of time in excess of 15 school days from the beginning of the school year.

4.A.3.f. – Exceptions to Grades 6-12 Maximums

- (ii) Upon notification to the Association President and subsequent approval by the employee, a “singleton class” may exceed the maximum caps of 30 in grades 6-8 and 33 in grades 9-12 by three (3) students provided the maximum daily instructional load in grades 6-12 of 99 (for 2020-2021 only) is not exceeded by the staff member.

For the 2020-21 school year, a teacher and principal may mutually agree upon a 1.0 FTE teaching schedule that allows for two periods in one semester and four periods in another.

4.A.4.f. – Grades 6-12 Relief Triggers (Overload)

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

- (i.) 91 students per day 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.) 93 students per day 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.) 96 students per day 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.

4.A.5.c – Secondary Music Teachers

For grades 6-12 music teachers, overload funds will be calculated under the provisions of the relief triggers noted above.

Section 5 - Classroom Visitation

At no time will non-District employees be allowed on the school campus beyond the main office, except in cases of emergency or when providing contracted services at a school site. In the event special considerations need to be made, the District will work with the Association.

Section 6 – Employee Facilities

The District will provide cleaning supplies, hand sanitizer, soap and additional masks to every classroom and workspace.

Section 7 – Conferencing with Parents, Grading and Report Cards

For the 2020-21 school year, elementary progress reports will be issued per the CBA based on priority standards for reading, writing, and math. However, teachers have the discretion to use NA and NE for other subjects as well as behavioral standards (NE) and academic standards (NA) that have not been covered during the trimester.

For the 2020-21 school year, secondary schools will use A-B-C-D-P-I-N grades, including +/- grades. The No Pass (N) will replace the F grade. Additionally, students will be given a choice to have a

Pass (P) instead of a letter grade displayed on their transcript. The P will represent an A-B-C-D grade in a course on the transcript. The district will communicate with students and engage families about the benefits of selecting a P/N option for transcript purposes as they consider college and post-secondary options.

Section 8 – Elementary Assessments

For the 2020-21 school year the STAR assessment will be implemented. All other elementary assessments, including DRA and BAS, will be at the discretion of the elementary classroom teacher.

Article IX – Substitute Employees

Section 4 – Compensation

During the full distance learning model, schools will be identifying a small pool of substitutes for their use so substitutes can become more familiar with particular building(s), and building(s) can orient their substitutes specifically for their operation/needs.

In addition, teachers will be able to submit leave in one-hour increments. To support incremental leave, our compensation structure shall be amended in accordance with the following:

Substitute employee compensation:

1. Current daily rate of \$180 (retired teacher \$190/day) for a whole day.
2. Current daily rate of \$90 (retired teacher \$95/day) for a 3.88 hour half day.
3. Hourly rate of \$25/hour for substitutes for any amount of time less than 3.88 hours.
 - a. There will be a two-hour minimum. This two-hour minimum correlates with the 90 minute secondary school periods (3 periods/day).

Section 7 – Professional Development

The District will provide paid online training for a limited number of substitutes to prepare them to carry out distance learning responsibilities. The District training may include:

- Schoology (learning management system)
- Qmlativ (student management system)
- Zoom (Video Conferencing platform)
- Taking attendance in the distance learning instructional model
- Any other professional development need identified by the District

Section 8 – Other Applicable Contract Provisions

In order to support student engagement and learning through the distance model, substitute teachers that need distance learning resources and/or support such as technology equipment or Wi-Fi accessibility may contact Human Resources for assistance.

Article X - Evaluation

Purpose/Background

Last spring, the Office of Superintendent of Public Instruction (OSPI) provided guidance to school districts and local associations about teacher and principal evaluation for the 2019–20 school year only. In anticipation of a variety of schooling options for 2020–21, OSPI is providing new guidance for the coming school year.

In developing this guidance, the TPEP Steering Committee shares the OSPI goal of creating the conditions for each student to be educated in racially literate, culturally sustaining, positive, predictable environments that intentionally prioritize the instruction and development of social-emotional skills and mental health in addition to a primary focus on academic content, by supporting the growth of the educators who teach them and lead their schools.

Guiding Principles

We urge district, school, and association leaders to use common sense regarding evaluation. This includes:

- Understanding that during a year when the mode of teaching and leading may change quickly and multiple times, a formative stance will be most useful.
- Recognizing that the opportunities for providing/substantiating evidence in the usual ways may be restricted, and that with this, the absence of evidence for an indicator or component should not be cause for lowering a score.
- Acknowledging teachers' and school leaders' specific contexts (issues with internet access, health concerns, children at home) when working remotely, and the impacts these contexts have on their work.
- Honoring the importance of setting up (reasonable) expectations for teachers and school leaders at the outset, and then ensuring robust supports are provided for them to meet these expectations.

OSPI has recently released guidance regarding TPEP (August 7, 2020). Due to the extenuating circumstances regarding the current instructional model, all staff (certificated non-supervisory and supervisory) shall be treated with grace. OSPI guidelines shall be followed with the intent that all observations and evaluations shall be used in the 'growth mindset'.

1. *Focused Evaluation:* All teachers who are eligible for the Focused evaluation will be placed on Focused evaluation. A classroom teacher and their evaluator shall select one criterion from the recommended list below to focus on for the year. For 2020-21, no evaluation conferences will be required. The selected criterion must be mutually agreed upon by the teacher and the evaluator. If there is no agreement, the evaluator will make the final determination.
2. *Comprehensive Evaluation:*
 - a. All teachers who are required by law to be on the Comprehensive evaluation shall have the option to complete the full Comprehensive evaluation or select two (2) criterion to focus on, as described in the OSPI memo dated August 7, 2020. The selected criterion must

be mutually agreed upon by the teacher and the evaluator. If there is no agreement, the evaluator will make the final determination.

- b. With consideration to the current situation, the District and the Association recommend that two of the following criterion be selected:

Criterion 3: Recognizing individual student learning needs and developing strategies to address those needs.

Descriptor: Differentiation; the teacher acquires and uses specific knowledge about students' cultural, individual, intellectual and social development and uses that knowledge to adjust their practice by employing strategies that advance student learning. Student growth data must be a substantial factor utilizing the OSPI approved student growth rubrics.

Criterion 5: Fostering and managing a safe, positive learning environment

Descriptor: Learning environment; the teacher fosters and manages a safe and inclusive learning environment that takes into account: Physical, emotional, and intellectual well-being of students.

Criterion 7: Communicating and collaborating with families and school community.

Descriptor: Families and community; the teacher communicates and collaborates with students, families and all educational stakeholders in an ethical and professional manner to promote student learning.

Criterion 8: Exhibiting collaborative and collegial practices focused on improving instructional practice and student learning.

Descriptor: Professional practice; the teacher participates collaboratively in the educational community to improve instruction, advance the knowledge and practice of teaching as a profession, and ultimately impact student learning. Student growth data must be a substantial factor utilizing the OSPI approved student growth rubrics.

- c. Scoring:

First year teachers: If adequate evidence that clearly indicates Proficient practice is provided for the two selected criteria, the evaluator may override the Basic score and assign a summative score of Proficient.

Teachers previously completed comprehensive evaluation: Score the two selected criteria, and the remaining six criteria to be scored by assigning score received in most recent Comprehensive evaluation.

Teachers who are new to Mukilteo School District: If adequate evidence that clearly indicates Proficient practice is provided for the two selected criteria, the evaluator may override the Basic score and assign a summative score of Proficient.

- d. A teacher with two or more years of experience can be moved to regular Comprehensive cycle (all 8 criteria) if notified in writing by December 15.
- e. *Comprehensive evaluation conferences* will be held as described in the collective bargaining agreement, except such conferences will be held using videoconferencing, telephone or email communication.

3. *Student Growth:* No student growth goals or data will be collected as part of the **evaluation process** for the 2020-21 school year. Student growth conferences will not be held for 2020-21. Teacher evaluation student growth scores will automatically transfer from the last fully completed evaluation

4. Professional Growth Option (PGO): This evaluation option remains available and will be implemented consistent with the collective bargaining agreement.

5. Certificated employees not eligible for the TPEP evaluation, will be given a summative evaluation rating the same as their last completed evaluation. No evaluation conferences will be required for 2020-21 unless requested by the teacher. Such employees shall complete the PGO, long form (“final evaluation form – teachers and specialists”), or short form evaluation process.
6. If a certificated employee is at risk of being scored less than Proficient, the Association shall be notified as soon as possible and no later than January 15th. Otherwise, it is assumed that all staff shall be evaluated with a Proficient/Satisfactory or higher this school year. We highly encourage principals to work with their staff to ensure a positive educational outcome for all.
7. Elementary employees who are reassigned to serve their own classroom group of students in the 2020 - 21 school year will be evaluated on a Focused Evaluation as described in paragraph 1 above. Teachers who provide support to grade levels will not be on Focused Evaluation but will continue on their previous year’s system. A satisfactory rating is equivalent to a proficient rating.

Article XII – Collaborative Decision Making

Section 3 – District-Level Decision Making

3.C. – Special Education Ad-Hoc Labor Management Committees

The parties recognize that our employees who work with specialized populations and programs will have unique challenges and workload demands over the course of this year.

To support our practice around collaborative decision making, and ensure a process where special services employees are consulted for input and contribute to decisions affecting their assignments, the parties agree to create a *Re-Opening Schools Special Services committee* for the 2020-2021 school year.

1. The *Re-Opening Schools Special Services committee* shall be comprised of at least eighteen (18) MEA representatives appointed by the Association that are representative of the special services staff. These representatives will be compensated at their per diem hourly rate. Association leadership may attend as necessary.
2. The District shall appoint key decision-makers with sufficient authority from those to whom they are responsible so that true problem solving can occur.
3. Agenda items for the *Re-Opening Schools Special Services committee* will be created collaboratively by team members and be made public prior to the meeting.
4. Frequency of meetings: the committee will meet monthly through January and reassess as needed. The first meeting will occur no later than September 9. Future meetings will be set at the initial meeting.
5. Special Services Administrators shall communicate to the Association and to all special education staff members the following:
 - a. The dates of the meetings
 - b. The issues being raised (e.g. provide an Agenda in advance of the meeting to allow for authentic contribution from those the appointees will represent)

- c. Outcomes from meetings (e.g. send out minutes and/or FAQ communications created by committee members).

The *Re-Opening Schools Special Services committee* shall not implement conditions of employment that are contrary to the terms of the Collective Bargaining Agreement and/or the 2020-21 COVID-19 MOA. However, the committee may make recommendations for changes to the collective bargaining agreement or 2020-21 COVID-19 MOA to the Labor Management Committee. Ultimately decisions are made in compliance with federal and state laws, and the provisions of the collective bargaining agreement.

Continued Joint Decision-Making:

The District and the Association will continue to meet regularly to review the current instructional model and adjust as necessary. The District will reexamine the instructional model using Snohomish County Health Department, Washington State Health Department and other relevant state and federal guidelines to inform their decisions. The District will keep the Association informed regarding pending changes or decisions around the instructional model and the impacts on certificated employees.

The District and Association reaffirm our commitment to equitable educational practices. The District and Association will confer on additional professional development needs to promote the educational justice of all our students.

Additionally, both parties will review aspects of this MOA and revise as appropriate.

For the Association:



Dana Wiebe, President

September 1, 2020

Date

For the District:



Dr. Alison Brynelson, Superintendent

September 1, 2020

Date

APPENDIX A

COVID-19 Leave Scenarios

Additional accommodations, including remote work, may be available instead of leave. Contact HR for more information.

Employees seeking any COVID-19 related leave should contact Brandi Wall, Payroll Leave Specialist (425) 356-6694

EMPLOYEE EXPERIENCING COVID SYMPTOMS AND SEEKING A MEDICAL DIAGNOSIS AND/OR TEST POSITIVE	EMPLOYEE QUARANTINED DUE TO EXPOSURE <small>*close contact with confirmed/suspected COVID within last 14 days</small>	CARING FOR SOMEONE WITH COVID/SUSPECTED COVID	EMPLOYEE WHO IS HIGH RISK (PER Gov. Proclamation)	HIGH RISK PERSON IN HOUSEHOLD	EMPLOYEES WITH CHILDREN IMPACTED BY SCHOOL CLOSURE
Can Employee work onsite: NO	Can Employee work onsite: NO	Can Employee work onsite: NO	Can Employee work onsite: YES	Can Employee work onsite: YES	Can Employee work onsite: YES
<i>Leave Available</i>	<i>Leave Available</i>	<i>Leave Available</i>	<i>Leave Available</i>	<i>Leave Available</i>	<i>Leave Available</i>
Accrued Paid Leave	Accrued Paid Leave	Accrued Paid Leave	Accrued Paid Leave	Personal or vacation only	Accrued paid leave
Shared leave	Shared leave	Shared leave			
Emergency paid sick leave under FFCRA/EPSLA (10 days up to \$511 per day)	Emergency paid sick leave under FFCRA/EPSLA (10 days up to \$511 per day)	Emergency paid sick leave under FFCRA/EPSLA (10 days at 2/3 pay, up to \$200/day). Wages paid at 2/3 pay are not reportable to the Department of Retirement.	Emergency paid sick leave under FFCRA/EPSLA (10 days up to \$511 per day) *if advised by a healthcare provider to self-quarantine due to being particularly vulnerable to COVID	Emergency paid sick leave under FFCRA/EPSLA (10 days at 2/3 pay, up to \$200/day) if employee is "caring for an individual" who has been "advised to be self-quarantine" due to being "particularly vulnerable". Wages paid at 2/3 pay are not reportable to the Department of Retirement.	Emergency paid sick leave under FFCRA/EPSLA (10 days at 2/3 pay, up to \$200/day), then if employed at least 30 days prior to need of leave: FFCRA/EFMLEA (up to 12 workweeks at 2/3 pay, up to \$200/day. Wages paid at 2/3 pay are not reportable to the Department of Retirement.
May be eligible for 12 weeks total per year or PFML and FMLA (paid or unpaid depending on individual circumstances)		May be eligible for 12 weeks total per year of PFML and FMLA to care for family member with a serious health condition	May be eligible for 12 weeks total per year or PFML and FMLA (paid or unpaid depending on individual circumstances)		
Unpaid leave of absence	Unpaid leave of absence	Unpaid leave of absence	Unpaid leave of absence	Unpaid leave of absence	Unpaid leave of absence
Pandemic Unemployment Assistance may be available	Pandemic Unemployment Assistance may be available	Pandemic Unemployment Assistance may be available	Pandemic Unemployment Assistance may be available		
Test positive after exposure at work – L&I Workers Compensation (when meeting certain criteria for exposure and on a case by case basis)	L&I Worker’s Compensation (when meeting certain criteria for exposure and on a case by case basis) <small>*CDC close contact definition: < 6ft for greater than 15 minutes</small>				

Updated 8.28.20

NOTES:

- Accrued paid leave includes sick, personal. Some units have vacation as well.
- Appropriate documentation is required for all Covid-19 Leave Scenarios. However, documentation is not required for *accommodations* for employees 65 years+ or those with CDC "at high risk" conditions.
- For SEBB eligible employees, if eligibility continues, the district may continue to pay their portion of benefit premiums while the employee will be responsible for their portion of the medical premium.
- Each situation is evaluated on a case by case basis. Contact Leave Specialist Brandi Wall at 425-356-6694 for more information.
- EPSLA is limited to a total of 10 days and EFMLEA is limited to a total of 12 weeks. Once the EPSLA and/or EFMLEA individual limits have been reached, an employee is not eligible to use them again.
- This information is based on current rules, regulations, and guidance as of July 30, 2020 and may be subject to change due to modifications from health authorities or state/federal guidance.
- FFCRA = Federal Families First Coronavirus Response Act, EPSLA = Emergency Paid Sick Leave Act, EFMLEA=Emergency Family and Medical Leave Extension Act (EFMLEA). FFCRA (including EFMLEA and ESPLA) expires on December 31, 2020.

Appendix B: Health and Safety Protocols for Use in for In-Person Instruction

Student and Staff Health Precautions

Health and Safety training

- District wide health and safety protocols will be designed to comply with guidance of all applicable public health agencies. Compliance with all relevant District safety and health rules will be an essential function of each employee's job.
- Prior to any students being served on-site, all involved employees will be provided with training regarding the District and school safety protocols and procedures.

Face coverings

- Face coverings are required in all district facilities in accordance with governmental and health agency guidelines. The site supervisor shall be responsible for ensuring adherence to all COVID-19 related safety protocols and plans.
- The District will provide adequate face coverings to all students and staff. Staff and students may choose to provide their own similar quality face covering. Face shields will also be provided to staff in all positions identified by the District using the criteria as provided by L&I or other health agency guidelines. Additional PPE requested by those working in high-risk environments (e.g. employees working with students unable to wear masks) will be provided by the District.
- The District shall create a process by which students not wearing masks (except those students in categories outlined above) will be promptly identified, removed to a designated safe location separate from any potential interaction with students and staff, and required to adhere to established safety protocols prior to returning to and during an in-person learning environment. Administration will be responsible for supervision and any student discipline regarding face masks.

Daily Health screenings

- The District, in consultation with the lead district nurse and Director of Safety, will establish, implement, and communicate with staff procedures for daily health attestations in accordance with guidelines from health agencies. This will include employee and student screening procedures and requirements.

Physical distancing

- The District will implement and monitor physical distancing requirements as issued by governmental or health agencies.
- Prior to the first student contact day, the District will determine the number of students that may be in a classroom or other facility while observing appropriate physical distancing regulations.
- 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.

Limiting individuals an employee and student come into contact with

- Schedules will be intentionally designed to limit the number of individuals a student and employee encounter during the school day.
- Non-classroom teachers and ESAs will be consulted regarding their schedules and how to limit the number of students they come into contact each day/week.

Handwashing and Hand Sanitizing

- Sanitization stations shall be placed in all school offices and district facilities.
- The hand sanitizing products shall meet the minimum 60% alcohol threshold recommended by the CDC.
- The district shall provide facilities and supplies for staff and student hand washing with soap and warm/hot water.
- For classroom spaces that do not have direct access to sinks for handwashing, a hand sanitizer station will be provided.

Cleaning protocols

- Custodial services shall be provided daily in all buildings.
- All staff shall assist in disinfecting surface areas and classroom equipment during the student day.

District Response Plan-COVID-19 symptoms or exposure

- The District will establish and communicate its required response plan to all employees, including timely notification of a potential exposure. The plan will include specific procedures for the exclusion of students and staff with COVID-19 symptoms, and procedures for notifying staff in cases of exposure at work.

Meetings

- Meetings, including professional development, must follow the current State guidelines regarding gathering with individuals from outside your home. Meetings involving more people than guidelines allow will be held remotely.

Employees in high-risk categories

- The District will provide the opportunity for employees in high-risk categories as defined by the CDC to self-identify no later than the first contracted workday.
- Employees will provide documentation regarding high-risk status as required by governing authorities.

Front office area and Visitors

- No parent, visitor, or District employee may enter any building without adhering to all safety protocols adopted by the District.

Supervision for compliance

- The District shall designate a COVID-19 site supervisor for each building to oversee employee health and safety. This supervisor shall actively monitor staff and student compliance with social distancing protocols and other safety precautions.
- Prior to any employee's first workday, employees shall be notified of the name and contact information of this supervisor. No bargaining unit member, except Deans during distance learning, shall act as a COVID-19 site supervisor.

Employee rights to a safe work environment

- In the event an employee does not believe the district is following guidance from the Department of Health, OSHA, and/or Labor and Industries to adequately protect staff or student safety, the employee shall have the right to report their complaint or concern to the site supervisor, District Director of Safety and/or the appropriate governmental agency.

- The employee has the right to union representation if there are disputes over proper resolution of a safety concern and the Association has the right to be involved in the resolution of any such concerns. The employee also has the right to file a complaint with the Labor and Industries and/or OSHA. The District shall not discriminate or retaliate against an employee who files such a complaint.

**Memorandum of Agreement (MOA)
Between
The Mukilteo School District ('District')
And
The Mukilteo Education Association ('Association')
Article VII – Salaries, Stipends, and Benefits
Section 5 – Activity Payment**

Co-Curricular Stipends

The Association and the District acknowledge the importance of providing a broad offering of purposeful learning experiences through activities and clubs. However, the parties recognize a distance learning model and current regulations from the department of health regarding on-site student activities impact the potential offering of these student activities for the fall. Therefore, the parties agree to the following regarding Co-Curricular stipends for the first semester of 2020-2021.

The following Co-Curricular positions/stipends shall be maintained in whole for 2020-2021, and all impacted employees shall be notified of the continuation of the activity by September 4. Payment of the stipends of the following maintained positions will occur September through August.

HIGH SCHOOL:

- *Chemical Hygiene Officer*
- *CTE Activities*
- *DECA*
- *FBLA*
- *FCCLA*
- *HS Department Head: KA and MA*

MIDDLE SCHOOL:

- *Chemical Hygiene Officer*
- *CTE Activities*
- *Teacher Leadership*

ACES:

- *Chemical Hygiene Officer*
- *Teacher Leadership*

ELEMENTARY:

- *Teacher Leadership*

The following Co-Curricular positions/stipends shall be postponed until the District returns to an on-site education model. All impacted employees shall be notified by September 4th of the postponement of the activity, including the potential loss of supplemental income.

HIGH SCHOOL:

- *Band-Marching*
- *Band-Pep*

ELEMENTARY:

- *Band*
- *Choir*
- *Orchestra*

MIDDLE SCHOOL:

- *No positions*

The following Co-Curricular positions/stipends may continue in some capacity; however, a proposal must be submitted through the following process:

1. All impacted employees shall be notified of the potential loss of supplemental income by September 4. Additionally, they will be informed of the following process to propose a revised student activity for the first semester (see paragraphs 2-5).

2. If interested in sponsoring an activity within the co-curricular schedule, the employee who is entitled to the stipend per the CBA will submit a revised student activity proposal to their supervisor. Proposals will be accepted at any time prior to December 1.
3. The proposed activity will identify the number of students involved, the amount of time involved per week for the first semester, the number of weeks the activity will occur, the nature of the activity, and the method for engaging students in the activity. The amount of the stipend will be based upon the total number of proposed hours for the first semester x \$23.50. The total of each stipend as outlined in the MEA contract shall not be exceeded in 2020-21.
4. No activities involving 2 or more students together, on or off district property, will be promoted or offered by any employee without approval from the principal. All activities must adhere to state, county and District health and safety guidelines.
5. Upon approval by the supervisor, HR will issue the employee a supplemental contract with the identified stipend amount and the payout schedule (one time-January pay warrant).
6. Note: Co-curricular factor points are available for high schools (\$3000/school) and ACES (\$1000), and the process for identifying and issuing factor point allocations will follow past practice.

HIGH SCHOOL:

- *Activity Coordinator*
- *Annual*
- *Art*
- *Athletic Director*
- *Band*
- *Band-Jazz*
- *Choir*
- *Class Advisor-Senior*
- *Class Advisor-Junior*
- *Class Advisor-Sophomore*
- *Class Advisor-Freshmen*
- *Computer Club*
- *Debate*
- *Drama Advisor*
- *Foreign Exchange Club*
- *Green Club*
- *Honor Society*
- *Horticulture Club*
- *Key Club*
- *Knowledge Bowl*
- *Literary Magazine*
- *Math Club*
- *MESA*
- *Newspaper*
- *Orchestra*
- *Science Club*
- *Skills USA/TSA*

- *Student Mediators*
- *Student Mentor Advisor*

ACES:

- *Annual*
- *Art*
- *ASB*
- *Class Advisor-Senior*
- *Newspaper*
- *Peer Helper Advisor*

MIDDLE SCHOOL:

- *Athletic Director*
- *Annual*
- *Art*
- *Athletic Director*
- *Band*
- *Band-Jazz*
- *Band-Jazz Extra*
- *Choir*
- *Class Advisor*
- *Drama Advisor*
- *Honor Society*
- *Newspaper*

- *Orchestra*
- *World Language Club*

- *Peer Helper Advisor*

Co-curricular Stipend and Factor Schedule – Appendix G

Flat Stipends		
HS Activity Coordinator	See stipend proposal procedure above	plus one prep period/year*
HS Athletic Director	See stipend proposal procedure above	plus one prep period/year*
MS Activity Coordinator	\$0	plus one prep period/year*
MS Athletic Director	See stipend proposal procedure above	plus one prep period/year*

*Activity Coordinators and Athletic Directors shall develop a mutually agreed upon teaching schedule with their principal.

The District and Association agree to meet by January 8, 2021 to review and evaluate the co-curricular offerings for the second semester.

Dated this 31st day of August, 2020.



Bruce Hobert
Assistant Superintendent



Dana Wiebe
MEA President