

**Memorandum of Understanding
between
Mercer Island Education Association ("MIEA")
and
Mercer Island School District ("District")
Regarding**

Available Leaves and Benefits Pertinent to COVID-19 Issues

This MOU is not precedent-setting and is intended to address the specific and unprecedented circumstances created by COVID-19.

The District and MIEA understand that COVID-19 presents unique health, family, disability and staffing challenges for the District and its employees. Employees may be unable to work because they are themselves ill, they need to care for another who is sick, they are at increased risk of COVID-19 complications and/or they care for someone at increased risk, are uncomfortable wearing PPE, or because they are uncomfortable working at this time for whatever personal reason.

A list of potential leave options and other alternative benefits available to employees under the terms of the applicable Collective Bargaining Agreement (CBA) or law include:

1. Alternative assignment for work/services which may be provided, if available, and if the employee is healthy enough to work;
2. Leave for illness, injury or emergency;
3. Shared leave (applicable when an employee's accrued sick leave is at risk of falling under forty (40) hours per [RCW 41.04.665](#));
4. Personal leave and/or vacation leave (only available under the terms of applicable CBAs);
5. Washington Paid Family Medical Leave (PFML);
6. Worker's compensation (Under certain circumstances, claims from health care providers involving COVID-19 may be allowed. Other claims that meet certain criteria for exposure will be considered on a case-by-case basis.) Consistent with the [Health Emergency Labor Standards Act](#), any employee who contracts COVID-19 is entitled to workers' compensation wage replacement and medical benefits under the presumption that exposure to disease occurred on the job unless there is a preponderance of the evidence to prove otherwise. Decisions of L&I eligibility coverage are made by L&I not the District. For more information, please see the [L&I Questions about Presumptive Coverage](#) webpage;
7. Family Medical Leave (FML) (unpaid leave except for continued health insurance benefits);
8. Unpaid leave of absence for the period of the temporary disabling condition;
9. Long-term disability benefits;
10. Unemployment benefits, if eligible; and
11. Paid administrative leave of up to five (5) days annually will be made available to classified

staff and certificated staff if their work cannot be performed remotely, an alternative work assignment for work/services is unavailable, and the quarantine was due to an identified close-contact exposure on District work property while the employee was performing a job duty. The availability of such leave is retroactive to September 11, 2021. Such leave is conditioned upon the employee getting tested for COVID-19 at the earliest possible convenience and following return to work guidance given by the school nurse. Such leave is not accessible if the employee is receiving worker's compensation.

Potential Limitations: All the contractual, insurance and statutory leave benefits referenced above have specific rules or external agencies that govern their application, and the terms of this MOU will be interpreted consistent with those rules and agencies. Some of the leave entitlements may require documentation from a health care provider. The District agrees to notify MIEA if a new COVID-19 specific leave for which staff may be eligible is created. If the Governor alters those considered at-increased risk, the Parties agree to apply these provisions to those newly identified risk categories. If the District learns that an identified leave benefit does not apply to a group of employees when it was believed to by the District on the date of signing, the District will inform the MIEA President.

A. *Employees with COVID-19/Suspected COVID-19:*

Employees who have been diagnosed with COVID-19, or are experiencing symptoms of COVID-19 and are seeking a medical diagnosis, may not come to work at a District work site and may access any or all of the following:

1. Alternative assignment for work/services which may be provided, if available, and if the employee is healthy enough to work;
2. Leave for illness, injury or emergency;
3. Shared leave;
4. Personal leave and/or vacation leave (consistent with applicable CBA);
5. Washington Paid Family Medical Leave (PFML);
6. Worker's compensation (Under certain circumstances, claims from health care providers involving COVID-19 may be allowed. Other claims that meet certain criteria for exposure will be considered on a case-by-case basis.) Consistent with the [Health Emergency Labor Standards Act](#), an employee who contracts COVID-19 is entitled to workers' compensation wage replacement and medical benefits under the presumption that exposure to disease occurred on the job unless there is a preponderance of the evidence to prove otherwise. Decisions of L&I eligibility coverage are made by L&I not the District. For more information, please see the [L&I Questions about Presumptive Coverage](#) webpage;
7. Family Medical Leave (FML) (unpaid leave except for continued health insurance benefits);
8. Unpaid leave of absence for the period of the temporary disabling condition;
9. Long-term disability benefits; and
10. Unemployment benefits.

B. Employees Quarantined Due to Possible Exposure to COVID-19:

Employees who have been advised by a District nurse or administrator to quarantine due to possible exposure to COVID-19 may not come to work at a District work site and may access the following:

1. Alternative assignment for work/services which may be provided, if available, and if the employee is healthy enough to work;
2. Leave for illness, injury or emergency;
3. Shared leave;
4. Personal leave and/or vacation leave (only available under the terms of applicable CBAs);
5. Paid administrative leave of up to five (5) days annually will be made available to classified staff and certificated staff if their work cannot be performed remotely, an alternative work assignment for work/services is unavailable, and the quarantine was due to an identified close-contact exposure on District work property while the employee was performing a job duty. Such leave is conditioned upon the employee getting tested for COVID-19 at the earliest possible convenience and following return to work guidance given by the school nurse. Such leave is not accessible if the employee is receiving worker's compensation;
6. Worker's compensation (Under certain circumstances, L&I claims involving missed work due to COVID-19 quarantining may be allowed. Other claims that meet certain criteria for exposure will be considered on a case-by-case basis. L&I determines whether a claim is eligible for coverage not the District);
7. Unpaid leave of absence for the period of the temporary disabling condition; and
8. Unemployment benefits.

C. Employees Caring for Someone with COVID-19/Suspected COVID-19:

Vaccinated employees exhibiting symptoms of COVID-19 and all unvaccinated employees caring for an individual who is symptomatic and seeking a medical diagnosis and/or subject to a COVID-19 quarantine may not come to work at a District work site and may access any or all of the following benefits under the terms of the applicable Collective Bargaining Agreement (CBA) or law:

1. Alternative assignment for work/services which may be provided, if available, and if the employee is healthy enough to work;
2. Leave for illness, injury or emergency;
3. Shared leave;
4. Personal leave and/or vacation leave (only available under the terms of applicable CBAs);
5. Washington Paid Family Medical Leave (PFML);
6. Family Medical Leave (FML) (unpaid leave except for continued health insurance benefits);
7. Unpaid leave of absence for the period of the temporary disabling condition; and
8. Unemployment benefits.

D. Increased Risk for COVID-19 Complications Employees:

Employees who are at higher risk of severe illness or death from COVID-19 as defined by the

CDC and the Governor's proclamation may choose to come to work at a District work site when required by the employee's assignment or may choose to access any or all of the following benefits under the terms of the applicable Collective Bargaining Agreement (CBA) or law:

1. Alternative assignment for work/services which may be provided, if available;
2. Leave for illness, injury or emergency;
3. Shared leave;
4. Personal leave and/or vacation leave (only available under the terms of applicable CBAs);
5. Unpaid leave of absence for the 2021/22 school year;
6. Long-term disability benefits, if available; and
7. Unemployment benefits, if eligible.

E. Might be at Increased Risk for COVID-19 Complications Employees:

Employees who might be at increased risk of severe illness or death from COVID-19 as defined by the CDC and the Governor's proclamation may choose to come to work at a District work site when required by the employee's assignment or may choose to access any or all of the following benefits under the terms of the applicable Collective Bargaining Agreement (CBA) or law:

1. Alternative assignment for work/services which may be provided, if available;
2. Leave for illness, injury or emergency;
3. Shared leave;
4. Personal leave and/or vacation leave (only available under the terms of applicable CBAs);
5. Unpaid leave of absence for the period of the temporary disabling condition;
6. Long-term and/or short disability benefits, if available; and
7. Unemployment benefits, if eligible.

F. Increased Risk for COVID-19 Complications Individual in the Employee's Household

Employees who themselves are not at increased risk but have someone in the household who is at increased risk of severe illness or death from COVID-19 as defined by the CDC or the King County Department of Health may choose to come to work at a District work site when required by the employee's assignment or may choose to access any or all of the following benefits under the terms of the applicable Collective Bargaining Agreement (CBA) or law:

1. Alternative assignment for work/services which may be provided, if available;
2. Personal leave and/or vacation leave (only available under the terms of some CBAs); and
3. Unpaid leave of absence for the remainder of the 2021-2022 school year, if an appropriate replacement can be located. If the factor creating the increased risk is expected to resolve (e.g., the at increased risk individual in the home will become eligible for vaccination), such leave could be shortened to extend through December 17, 2021, or January 21, 2022, based on what the employee feels would work best for the employee and for any impacted students.

G. Employees Who Cannot Wear a Face Covering or Other Required PPE:

An employee whose assignment requires work at a District worksite and who cannot wear personal protective equipment (PPE) required for the employee's assignment including, but not

limited to a face covering, may choose to access any or all of the following benefits upon presentation of appropriate documentation from the employee's health care provider and under the terms of the applicable Collective Bargaining Agreement (CBA) or law:

1. Alternative assignment for work/services which may be provided, if available;
2. Personal leave and/or vacation leave (only available under the terms of applicable CBAs);
3. Unpaid leave of absence for the remainder of the 2021-2022 school year; and
4. Other accommodations identified through the interactive process of the Americans with Disabilities Act (ADA) and the Washington Law Against Discrimination (WLAD).

H. Employees with Children Impacted by School Closure:

An employee who must care for the employee's child because of a school closure or unavailability of the care provider due to COVID-19 precautions may choose to come to work at a District work site when required by the employee's assignment or may choose to access any or all of the following benefits under the terms of the applicable Collective Bargaining Agreement (CBA) or law:

1. Continue regular assignment remotely, if available;
2. Personal leave and/or vacation leave (only available under the terms of some CBAs); and
3. Unpaid leave of absence.

J. Employees Who Otherwise Choose to not Work at a District Work Site Due to Concern for Safety:

An employee whose assignment requires work at a District worksite and who does not fit within the conditions above, may choose to access any or all of the following benefits under the terms of the applicable Collective Bargaining Agreement (CBA) or law:

1. Alternative assignment for work/services which may be provided, if available;
2. Personal leave and/or vacation leave (consistent with terms of the applicable CBAs); and
3. Unpaid leave of absence for a maximum of one (1) year, if an appropriate replacement can be located.

This is a non-precedent setting Agreement and will expire on August 15, 2022.


Donna Colosky (Oct 22, 2021 15:39 PDT)

Donna Colosky date
Superintendent



Sally Loeser date
MIEA President


Erin Battersby (Oct 21, 2021 21:04 PDT)

Erin C. E. Battersby date
District Representative


Susan Hamp (Oct 22, 2021 13:58 PDT)

Susan Hamp date
MIEA Representative

TA 5:59pm 2021.9.30 ECEB/SL/SH