



TO: BOARD OF DIRECTORS

FROM: RYAN OVENELL, EXECUTIVE DIRECTOR OF HUMAN RESOURCES

SUBJECT: Memorandum of Understanding between SCEA and SCSD concerning impacts of COVID-19

DATE: November 23, 2021

TYPE: Action Required

Due to the impact of COVID-19, we have reached the attached Memorandum of Understanding (MOU) with SCEA related to working conditions and compensation during the 2021-2022 school year.

**Recommendation: We recommend that the board move to approve the attached Memorandum of Understanding with SCEA related to working conditions and compensation as Impacted by COVID-19 for the 2021-2022 school year.**

**Memorandum of Understanding between  
The Stanwood-Camano School District  
and  
The Stanwood-Camano Education Association**

**Agreement Regarding Terms of Employment and  
Delivery of District Services Impacted by the COVID-19 Crisis**

The District and Association agree upon this Memorandum amidst the COVID-19 pandemic in order to resolve questions regarding employment and District services in this unprecedented time.

The Stanwood-Camano Education Association and the Stanwood-Camano School District hereby agree to the following for the 2021-2022 school year.

**1. Health and Safety:** The District will follow COVID guidance provided by Washington State Labor and Industry, Snohomish County Health District, Island County Health District, OSPI, and the Washington State Department of Health.

Employees who allege their workplace is unsafe should immediately report their concerns to their supervisor and/or the workplace safety committee. Such employees may in limited circumstances also have recourse through the Department of Labor & Industries under WAC 296-360-150.

- a. **PPE, Handwashing, and Enforcement.** The District will provide personal protective equipment to all employees and students in accordance with Department of Health requirements. Staff may utilize their own compliant PPE. All employees, students, and building visitors (if any) shall properly wear a mask that covers the chin, mouth, and nose, while at any district facility or in any district vehicles or attending any district event, to the extent required by and consistent with current DOH guidelines. Exceptions may be made for those reasons recognized by current state public health orders.

The district shall provide adequate facilities and supplies for staff and student handwashing as required by OSPI's guidelines. Hand sanitizer will be provided in convenient locations within each building.

The administration will convey requirements and enforce the use of PPE and frequent handwashing by all persons on District property. Staff who encounter students or adults who refuse to comply will contact their administrator or designee who will intervene as urgently as possible.

- b. **Social Distancing and Enforcement.** The District will continue to implement social distancing guidelines based on guidelines from the Snohomish County Health Department. Administration will be responsible for planning, communicating, and implementing these guidelines.

Staff who encounter students or adults who refuse to comply will contact their administrator who will intervene as urgently as possible.

- c. **Compliance.** In instances where students refuse to comply with health and safety requirements, including PPE and social distancing, administrators will contact and work with parents/guardians

as necessary to intervene, discuss the situation, and develop a plan to allow the student to return or to provide an alternate learning arrangement.

- d. **Alternate Facilities Configurations.** The parties recognize it may be necessary or desirable to utilize various non-customary facilities configurations to provide for social distancing.
- e. **Staff Meetings and Professional Development.** The District will follow Snohomish County Health Department recommendations when planning and implementing staff meetings and professional development.
- f. **High-Contact Roles.** Certain staff roles, e.g., special education teachers, specialists, primary teachers, etc., require interaction with students and colleagues which may involve physical assistance, physical restraint, or closer proximity to students than is consistent with social distancing requirements.

The responsibilities of these staff may increase their risk during this pandemic. The District will work with these staff to jointly determine and implement steps to provide increased protection and training for staff and students in these circumstances. The parties recognize solutions may be unique to the circumstances and specific to staff assignments. The District will make every effort to implement jointly developed solutions. Reasonable costs associated with these solutions will not inhibit implementation of solutions aimed at protecting health and safety.

- g. **Cleaning.** The District will adhere to all Department of Health or other governmental requirements concerning cleaning and sanitizing facilities. The intent of the parties is to ensure continuous, vigorous efforts to maintain the cleanest possible work and learning spaces to the greatest degree reasonably possible. In instances where staff become aware of acute situations requiring attention or less than adequate measures, staff will contact their administrator who will intervene as urgently as possible. Staff with unique needs resulting from their assignment will work with the District to ensure adequate supplies are available, protocols and timelines are in place, and cleaning standards are met.
- h. **Indoor Air.** The District will ensure all HVAC systems are monitored, routinely maintained, promptly repaired, and comply with Department of Labor and Industries and Health Department requirements to ensure systems are functioning properly to provide maximum fresh air supply, filtration and circulation to help prevent the spread of the COVID virus. As necessary, the parties will discuss concerns related to such indoor air or environmental standards related to COVID as are established by governmental authorities to ensure appropriate implementation and compliance.

If a room or office space lacks an exterior door or window and the HVAC system is unable to localize fresh air to those locations, employee(s) assigned to that room will be provided an alternate location or a portable HEPA air cleaner adequate for the space.

- i. **Exclusion and Contact Tracing Protocols.** The District will adhere to all Department of Health or other governmental requirements concerning the check-in, admittance, and exclusion of students, staff, and others to and from buildings.

Students and staff who display COVID-19 symptoms shall be immediately isolated and removed from the classroom setting. The District shall provide a safe room for isolated students to wait for their parent/guardian. This room shall be designated specifically for this purpose. No bargaining

unit employee except RNs shall be required or expected to supervise students who are excluded with COVID-19 symptoms. RNs providing supervision shall be provided appropriate PPE and training for working with COVID-19 infected patients.

In the event a student or staff member tests positive for COVID, or if anyone exhibits symptoms of illness during onsite activities, the District will coordinate with health department officials to take appropriate steps. This may include excluding those exposed from onsite activities for an appropriate period of time until cleared by health officials to return, notifying those who may have been exposed, and taking such other action as health authorities advise.

The District will implement a plan that describes the steps that will take place to prevent a sick child or one who is in quarantine from returning to school on subsequent days. Each student or staff member who has been excluded from school shall be informed of the requirements and process for them to safely return to school, which will follow DOH and county health guidelines. The District shall maintain a list of students and staff who are not allowed on campus until the protocols have been met.

Employees who are exposed to any student or other district employee who has a suspected or confirmed case of COVID-19, or who are exposed to any student or staff member who was in close contact with someone with a confirmed or suspected case of COVID-19 shall be notified by the District as soon as possible. Generally, this is expected to be no later than the start of the next school day, or as soon as possible if the District becomes aware before a weekend or holiday. It is understood that results need to be communicated in as fast a manner as possible for public safety.

Staff will have access to COVID-19 testing at the testing centers made available on district sites.

**2. Vaccinations.** All eligible employees and students are encouraged to be vaccinated against COVID-19. The District will partner with local healthcare providers to provide vaccine access and information to employees and employees' families. The District will work with local healthcare providers to provide after-school opportunities for employees to access vaccines for their eligible children and family members.

Per Proclamation 21-14.1 COVID-19 Vaccination Requirements, all education employees are required to be fully vaccinated for COVID-19 and will be required to provide proof of such vaccination by October 18, 2021.

- A. **Employee Vaccine Status:** Employees may show vaccine cards, attestations from a healthcare provider, or records from the state vaccine database to demonstrate vaccination status. The district may keep records of vaccine status in compliance with all applicable state and federal laws.
- B. **Vaccine Leave:** Eligible employees who wish to receive third COVID-19 vaccination doses or booster shots are encouraged to arrange to receive those on Fridays or prior to non-contracted days if possible. The District will work with community partners to try to coordinate booster vaccination opportunities for certificated staff on Fridays. SCEA and SCSD will reopen this section for further negotiation in the event that scheduling approved boosters on Fridays results in staff having to wait more than 2 weeks to receive them.

- C. **Exemptions:** Exemptions for medical or religious purposes shall be established and executed consistent with guidelines established by state DOH and OSPI.

**3. Leaves: COVID-19 Leave.** Consistent with the [Health Emergency Labor Standards Act](#), any employee who contracts COVID-19 and provides proof of diagnosis is presumed to have contracted the virus at work unless there is a preponderance of evidence to prove otherwise.

- A. Employees diagnosed with COVID-19 in this manner shall have access to paid leave, not to be deducted from sick or personal leave, for up to ten (10) days without a doctor's note specifying the need for additional leave or accommodations.
- B. Employees required to quarantine or isolated due to COVID-like symptoms and awaiting test results because of a presumed work exposure will also be provided this leave.
- C. Employees who must care for their child that is required to quarantine or isolate because of an exposure at an SCSD school will also be provided this leave for up to two days per occurrence (maximum of 4 days per school year) unless they are able to and the District provides the opportunity to continue to work from home. This provision is retroactively in effect from the start of the 2021-22 school year, and employees in this situation prior to the finalizing of this agreement will be compensated accordingly.

**4. Employees in High-Risk Categories:** The District will make every reasonable effort to accommodate high-risk employees. High-risk employees seeking accommodations will not be discharged, replaced or discriminated against for seeking accommodations or utilizing leave to protect against COVID-19.

**5. Instructional Models:**

A. Remote Plus Model

a. **Elementary Remote Plus**

- i. The schedule will follow the Wednesday schedule every day with students doing independent work between 9:00 and 10:20 on M, T, Th, & F mornings, which will be teacher-directed time. If students arrive earlier than a typical Wednesday arrival time, they will not go to classrooms prior to 10:05.
- ii. Elementary teachers will have no more than 3 students present in their classroom. During non-Google Meet times, they may combine in-person students with up to one other group in a collaborative fashion if that does not exceed 6 students as long as it does not exceed the ability to properly socially distance according to current health department guidelines.
- iii. Teachers will hold 3 virtual sessions per day via Google Meet. Each Meet should be approximately 25 minutes for planned instruction, which will include math and reading/writing along with other whole-group activities at the discretion of the teacher, such as morning announcements, morning meeting, read aloud time, SEL activities, and/or additional academic instruction and activities. Teachers will remain on Meets for 10 additional minutes if students choose to stay for academic support.

- iv. Students will be provided with assignments or independent work during non-class times.
- v. Students confirmed by the District to be without internet access at home may attend school and will attend classes according to their regular schedule. Instruction to them may be provided simultaneously with virtual instruction or teachers may elect to have in-person students engage in independent work during virtual instruction and then provide instruction to them at a later time.
- vi. Certificated staff will have their contractual preps as designated for Wednesday schedules during the student on-campus portion of each school day. Principals will make reasonable efforts to ensure that these preps are 45 minutes or greater.
- vii. Elementary specialists:
  - 1. Specialists will hold 25-minute Google Meets for remote students to allow for transition between classes.
  - 2. If specialists desire, and if safety precautions can be accommodated, they may collaborate with principals and specialists teams to combine remote and/or in-person sections as needed in order to:
    - a. get to the same length of continuous prep time minutes as homeroom teachers, and/or
    - b. configure classes in a way that allows in-person and remote instruction to occur separately. Students combined for in-person instruction with specialists will be held in large spaces such as the gym, library, or outside when possible. Specialist classes will not exceed 10 students in these large settings. In smaller learning spaces, specialist classes will have the same maximum number as classroom teachers.
- viii. If a school closure extends beyond two weeks or 10 school days, students that are identified as McKinney-Vento, EL and Resource may begin attending school in person. These students would attend their classes according to the bell schedule. Teachers will have no more than 6 students attending class in person during the remote plus model. This may result in some students attending in person less than five days per week.

**b. Secondary Remote Plus**

- i. The schedule will follow the Wednesday bell schedule every day with students doing independent work between 7:40 and 9:00 on M,T,Th and F mornings, which will be teacher-directed time. Individual schools may adjust the bell schedules (maintaining the same start and end times) to include plans for advisory on no more than one day per week so long as minimum preps for Wednesdays are adhered to within the in-person schedule. Additionally, if advisory reduces the length of classes, the

expected time for Google Meets will be adjusted similarly (I.E. If each class is reduced by five minutes, the approximate Google Meet length would become 20 minutes). If students arrive earlier than a typical Wednesday arrival time, they will not go to classrooms prior to 8:45.

- ii. Students confirmed by the District to be without internet access at home may attend school and will attend classes according to their regular schedule. Instruction to them will be simultaneous with virtual instruction. At the discretion of the teacher, these students may be asked to wear District-provided headphones and use a virtual format to follow instruction while in class. Secondary teachers will have no more than 3 students present in their classroom.
- iii. Google Meets for each class include planned learning for approximately 25 minutes. Teachers will remain on Meets for an additional 10 minutes if students choose to stay for academic support.
- iv. If a school closure extends beyond two weeks or 10 school days, students provided with Special Education Resource services who do not have daily classes with a special education teacher and students identified as McKinney-Vento or EL may begin attending school in person. These students would attend their classes according to the bell schedule. Teachers will have no more than 6 students attending class in person during the remote plus model. This may result in some students attending in person less than five days per week.

**B. Elementary Classroom Quarantine Instructional Provisions**

- a. When a whole class moves to remote learning independent from a whole-school or whole-district model, teachers will hold 3 virtual sessions per day via Google Meet. Each Meet should be approximately 25 minutes for planned instruction, which will include math and reading/writing along with other whole-group activities at the discretion of the teacher, such as morning announcements, morning meeting, read aloud time, SEL activities, and/or additional academic instruction and activities. Teachers will remain on Meets for 10 additional minutes if students choose to stay for academic support.
- b. Students will be provided with assignments or independent work during non-class times.
- c. In order to serve full classes that are in quarantine, elementary specialists will hold 25-minute Google Meets to allow for transition between classes.

**C. Individual Student Quarantine Instructional Provisions**

- a. Other than what is agreed to in the Remote Plus model outlined above, no employee will be required or expected to provide simultaneous online and in-person instruction for students who are quarantined due to COVID-19 unless it is the result of a negotiated agreement between SCEA and the District.

- b. No employee will be required or expected to create packets or additional work (including assignments on online platforms) for students on quarantine beyond what students who are in class are required to complete.

**D. Additional Provisions**

- a. During short-term remote teaching situations of 2 weeks or less and fall prior to March 1, 2022, evaluators will make an effort to avoid evaluative observations. In the event evaluative observations are unavoidable during remote teaching situations that extend beyond 2 weeks, staff will not be negatively evaluated based on their skill in addressing students online or online and in person at the same time. Principals may provide support and resources and certificated staff are encouraged to collaborate and ask questions about best practices to improve engagement of all learners. However, the District and Association recognize this is a temporary expectation that will present unique student engagement challenges not anticipated by the District's evaluative framework. The District will make reasonable efforts to ensure that all teachers will have at least one observation in a traditional setting. If scores on the traditional setting are higher than those in a virtual setting, the in-person scores will prevail on the final evaluation.
- b. The District will work with certificated staff whose child attends a school in Stanwood-Camano School District and is placed in a remote learning environment due to a class, school, or district-wide shift to remote learning. If the impacted student's school is in the Remote Plus model, the school-age child may attend their own school and class while in the Remote Plus model along with students without internet. This option is only available if space is available beyond the number of students without internet while not exceeding the agreed-upon maximum number of students. If this option is not available, certificated staff may take paid administrative leave for up to two school days (not to exceed four days per school year) to provide time to make arrangements. Certificated staff may use emergency/sick or personal leave if their absence extends beyond two school days.
- c. The District and SCEA will negotiate over whether and/or at what capacity special programs such as ASSIST, PBS, Transition, and Preschool will remain in person in each building in the event of a district, school, or classroom closure. During closures, if a program's school moves to a Wednesday bell schedule for all days, any of these programs will also move to that schedule whether in person or virtual.

**6. Communication:** The District will continue to provide updates regarding recommendations from appropriate public health agencies—including the Snohomish and Island County Departments of Health and the Office of the Superintendent of Public Instruction—related to school operations and appropriate measures under way to minimize the spread of the virus.

SCEA representatives will be given reasonable notice of any potential changes to the current instructional models before announcements are made to the public. The parties will have the opportunity to meet and bargain these impacts before proposed instructional model changes that are not already included in this agreement are implemented.



The parties shall meet regularly to discuss and negotiate any impacts to working conditions and if public health agencies change recommendations for in-person work.

**7. Safety and Discipline:** Ensuring the safety and health of students and staff shall be the district's priority. Students shall be required to follow all safety protocols.

**A. Protection of School Employees:** School employees who experience or witness insulting, intimidating, and/or abusive behavior toward a staff member by students, staff, volunteers, or other visitors to the worksite for enforcing any PPE or safety protocols will immediately report the incident to the Building Principal, building COVID supervisor, or nearest administrator.

- i. Per RCW28A.635.100 and RCW28A.635.020 these behaviors are a gross misdemeanor and will be reported to authorities by the building administrator.
- ii. An employee reporting an incident will not be retaliated against.

**B. Violations of Safety Protocols by students:** Students who willfully and knowingly violate safety protocols may be excluded from the classroom, in accordance with the collective bargaining agreement and state law. Student discipline for any infraction described above shall be proportionate to the age and cognitive ability of each child. In the event a student willfully and knowingly violates safety protocols towards a staff member in manner that may cause harm (for example, purposefully removing a mask and coughing or sneezing on the employee), the employee shall have access to COVID-19 testing if requested and shall have access to COVID-19 leave as described in this MOU for any required quarantine period.

**8. Effective Dates:** This MOU is not precedent-setting and is intended to address the specific and unprecedented COVID crisis. This Memorandum applies to all SCEA represented employees. All matters arising under this Memorandum shall be governed by and construed under and in accordance with the laws of the State of Washington. If any part of this Memorandum is invalid or unenforceable, the remaining provisions shall continue to be valid and enforceable. Disputes relating to this Memorandum will be subject to the grievance and arbitration provisions of the Collective Bargaining Agreement.

This Memorandum of Understanding will remain in place for the duration of the 2021-2022 year or the end of the declared COVID state of emergency, whichever comes first. All other provisions of the Collective Bargaining Agreement remain in full effect. Given the evolving nature of the issues arising during this crisis, the parties will bargain the impact of changes to terms and conditions of employment either addressed or not yet addressed in this MOU as necessary.

Agreed to this 1<sup>st</sup> day of November, 2021.

Signed this 1<sup>st</sup> day of November, 2021.

FOR THE ASSOCIATION:



FOR THE DISTRICT:

