



MEMORANDUM OF UNDERSTANDING
 BETWEEN
 THE SPOKANE SCHOOL DISTRICT
 AND
 THE SPOKANE EDUCATION ASSOCIATION
 REPRESENTING
 ALL BARGAINING UNITS

All SEA represented employees include the following bargaining groups: Certificated, Custodial/Grounds/Warehouse, Educational Support Specialists, Extracurricular, Information Technology, Nutrition Services, Secretarial/Clerical, and Unified Trades.

The terms made as a result of this Memorandum of Understanding (MOU) are one time only and non-precedent setting and shall last for the duration of the 2020-2021 school year, ending August 31st. It is also acknowledged that the global pandemic of COVID-19 is an unprecedented developing situation, in the event the expectations from the state or federal government change the parties will reconvene. All other portions of the Collective Bargaining Agreements not addressed here shall remain in full force and effect.

The Spokane Education Association and the Spokane School District agree to the terms of this Memorandum of Understanding (MOU) to address the unique circumstances related to the COVID 19. The parties share the mutual interest in protecting the health and safety of employees, students, families, and the community. It is the duty of the District to provide safe and equitable learning conditions for all students that explicitly serves students of color, students living in poverty, students who identify as LGBTQ+, and students receiving Special Education and English Language Learner services.

The Parties agree that as new guidance is released from the Department of Health, Labor and Industries, the Centers for Disease Control, OSPI or any other government or health-related entity in which the working conditions outlined herein are impacted, the parties will discuss the new guidance at Labor Management

The Parties agree that as we have negotiated three new environments in which learning will occur (Spokane Virtual Academy, Real time Remote and In-Person Hybrid. If additional issues arise, they will be discussed at Labor Management or return to the bargaining table to be negotiated.

I. Reopening of schools

1. The District will follow local health district recommendations as it relates to moving between the Real-Time Distance Learning model and phasing into the In-Person Learning model. Any recommendations the district follows related to reopening will be based on guidance provided by local health officials to the public. The District will ensure that widespread communication is deployed when transitioning between the **models**.

II. Calendar – Please reference the 2020-21 School Year Calendar MOU

Commented [MJ1]: The District agrees to follow the health district recommendations before transitioning to in-person learning. As has happened in the past, as more is learned about COVID and how to prevent the spread, the recommendations by the health department may change.

III. Compensation

1. Contracted certificated employees will receive their normal and usual compensation for the 2020-2021 school year
2. Classified employees with assigned hours will receive their normal and usual compensation for the 2020-2021 school year.
 - a. This includes pre-established pay assignments such as bus duty, all stipends including personal care stipend, and differential pay. Employees who have the contractual right to TRI, shall maintain that ability to claim such pay following the CBA.
 - b. Employees may earn subbing out of class pay as outlined in the applicable CBA.

Commented [MJ2]: For employees to be on bus duty, they must be in a position from last year in which they earned bus duty pay.

Commented [MJ3]: Paraeducators who received the bus stipend last year and remained in the same position this year have been set up by accounting to receive the bus stipend this year. Starting September 10th all paraeducators receiving the bus stipend should work an additional 30 minutes per day.

IV. Benefits: SEBB benefits will be maintained according to law.

V. Student and Staff Health Precautions

1. In the Real-Time Remote Learning model, instructional certificated staff are encouraged but are not required to work from their school site. They may do so at their discretion, and will follow all safety protocols. Requirements for Classified employees reporting to their work site will be outlined in each classified unit specific language.
 - a. Staff will have the option to provide small group differentiated instruction at the school site.
 - b. All people in the buildings will follow all safety protocols including social distancing and wearing a mask while in the building.
 - c. Principals will help monitor levels of staff reporting to their building to ensure safety and to prevent large group gatherings. The Principal can request a rotational model if needed.
 - d. Per guidance from the local county health department, the district will communicate guidelines for all school buildings as it relates to numbers of staff and students in the building at one time. The school administration shall keep a list of staff in the buildings for contact tracing purposes. Staff shall keep lists of small groups that will be in the building during the Real-Time Remote Learning model and made available as needed.
 1. Students with IEPs who are receiving in-person instruction/services.
 2. ELD students in the Newcomers Center
 3. Other small groups as determined by the teacher, run by paras or teachers during the differentiated/personalized learning blocks (Including other students who are in the ELD program or have IEPs)
2. In either the Real-Time Remote Learning or the In-Person Learning/hybrid model, staff will attend meetings/collaboration/professional development virtually unless all state and local safety guidelines are able to be adhered to for in-person meetings.
3. Face coverings:

All program paraeducators who normally receive the personal care stipend (MHOH, ABLE, DI, and BI) will continue to do so. Resource room and 1:1 paraeducators will only receive the personal care stipend if providing care during in-person services. If you are a resource room or 1:1 paraeducator and providing in-person services to a student needing person care, please contact Brandon Bouge via email and he will ensure you receive the stipend.

Commented [MJ4]: All employees have the option to work from home. However, if there are students who have IEPs that require in person instruction, the program and school must determine how to provide that instruction.

Commented [MJ5]: We hope staff are thoughtful about students that are brought to the school site for instruction. As members of the community, we need to do our part to lessen the spread of COVID. The fewer students that are at school, aside from those in special programs that must attend, the more likely we will be able to return to school in the hybrid model.

- a. All employees, students, and building visitors shall wear a face covering when in a district facility besides those exceptions identified by the Department of Health. The District will work with those requesting an exception.
- b. The District shall provide Two (2) cloth face coverings for use by employees and face shields for instructional and nursing staff. Staff may request additional face coverings when worn out or lost.
- c. The District shall provide a supply of disposable face masks to buildings for use by students who do not have one on a given day. Employees will be provided extra for student use.
- d. The district will provide two (2) adult transparent face masks in addition to the face shields and cloth face masks to staff who work with students who need to see facial and mouth movements as part of learning. Staff may request additional face coverings as needed.
- e. Employees may choose to provide and wear their own face coverings consistent with Department of Health guidelines when in district facilities.
- f. Employees working with students who cannot wear a face covering based on exceptions identified by the Department of Health shall be provided appropriate personal protective equipment (PPE).

Commented [MJ[6]: Staff may wear a face shield only when providing instruction from the front of the room. When moving about the room, walking in hallways, visiting the office, or working in small groups even socially distant, employees must wear a mask. Employees must wear a mask even if working with student(s) behind a plexiglass barrier.

4. Plexi-glass

Up to Three (3) Portable plexi-glass barriers will be provided to each school, with priority given to sites with Special programs, for providing small group or one on one intervention. If a building needs additional barriers they may requested them from facilities and the request will be evaluated.

Commented [MJ[7]: Plexiglass is being provided for staff that must work very close with students in a small group setting, and particularly when the student being worked with cannot wear a mask. Plexiglass will not work for staff who must provide physical support for students (feeding, toileting, OT or PT services). Additional PPE as outlined in the SPED section of the MOU shall be provided.

5. Health Screenings:

Staff and students will be expected to follow health screening protocols daily in support of the safety and wellbeing of staff and students, using a self-attestation app provided by the district.

Commented [MJ[8]: Health screenings are required by the health department and OSPI. The District has created an App that students and staff may complete prior to attending school. Any student/staff that does not complete the health screening will have to do so when arriving as school. The district and association agreed to an App because of how long it would take to get high school students into buildings. It was estimated that it would take 4 hours to get 900 students into a high school if the health screening was done at the school site. This is not practical.

- a. Employees assisting with health screenings of students who have not completed the self-attestation prior to school shall be provided all appropriate PPE and proper training by the District, as described by the DOH, CDC, and L&I.

- 1. Temperature checking shall be completed by office staff and other trained staff, including administrators and nurses.

- 6. As it relates to health screenings, employees in a high-risk category as described by the Centers for Disease Control shall work with their supervisor and Human Resources if they have concerns regarding their ability to fulfill their work assignments.
- 7. The district will communicate to families and staff that the 100.4 temperature is the threshold that is cause for concern per DOH and/or CDC and will communicate this to families and staff prior to the start of school. See below for COVID testing direction (insert section)

8. Physical Distancing:

Capacity for students and staff in any facility and/or classroom shall be limited by physical distancing requirements of at least six feet between all students in classrooms and cafeterias when seated, as recommended by OSPI and state and local health officials. It is understood that this may limit the number of students in a classroom or facility at any given time, and may require alternative scheduling. Fire and building codes and educational design practice will be considered with placement of student desks and determination of social distancing room capacity.

- a. In the event the employee does not agree with the determination of the social distancing capacity of the room, the employee shall first discuss with the building administrator to determine a resolution. If not satisfied the employee may appeal to Labor Management, who shall make a determination within two (2) business days.

The district shall provide appropriate PPE and training for employees who must perform tasks that cannot be accomplished with physical distancing, such as diapering, toileting, feeding, etc.

Commented [MJ9]: The MOU provides problem solving method in the event an employee does not believe the social distancing set up of the room is being followed.

9. **Handwashing:**

The district facilities will comply with building codes and educational design practices to provide adequate facilities and supplies for staff and student handwashing. In the event the employee does not agree with the determination of the classroom set up in relation to the handwashing station, the employee shall first discuss with the building administrator to determine a resolution. If not satisfied the employee may appeal to Labor Management, who shall make a determination within two (2) business days.

- a. Employees will not be required to supervise students of the opposite gender from the employee's identified gender inside of bathrooms or locker rooms. Employees may be asked to help monitor and assist students to and from these facilities.

Commented [MJ10]: Frequent handwashing is part of the guidance from the health department and OSPI. In situations where room set up requires desks to be placed near the sink, there is a way to problem solve this. In addition, hand sanitizer can be provided so that students are not in line to wash hands for long periods of time.

10. The district will provide cleaning and sanitizing materials for cleaning desks and other high touch areas in the classroom. Employees with concerns about the chemicals being used should confer with their supervisor.

Commented [MJ11]: Cleaning caddies are being provided to all classrooms so that employees can clean their rooms as needed, to include high touch areas.

11. Exposure to COVID-19:

Showing signs of COVID-19 at school:

- a. If someone develops symptoms while at school they will be separated from others, asked to keep a mask on, and sent home. The area where the symptomatic person waited will be aired out, cleaned and disinfected after they leave.

Commented [MJ12]: The following concepts were provided by the department of health.

- b. Each school will have a designated area where sick students can be separated until they can be picked up by an authorized person. Restroom access and cleaning protocols will be considered in choosing this designated area.
 - 1. RNs, LPNs, will supervise students who are isolated with COVID-19 symptoms. To cover the isolation room should an RN, LPN, or building administrator is not available to supervise, a rotation of specifically trained volunteers will be developed.
 - 2. RNs or LPNs or other specifically trained staff providing supervision shall be provided appropriate PPE for working with COVID-19 infected patients.
- c. The person with symptoms should follow Department of Health guidance for what to do if you have symptoms for COVID-19 and have not been around anyone who has been diagnosed with COVID-19. If a student or staff member is diagnosed with COVID-19, their family should notify the school.
- d. The local health authority will advise the district on next steps, and it is likely that many of the other students or staff who were in close contact with the infected individual will need to self quarantine for 14 days.
- e. Sanitizing and disinfecting any room in which a symptomatic person accessed will be done following district protocols. Deep cleaning following district protocols will be done in any room/location a person accessed who was a confirmed case of COVID-19.

Returning to school/work after having suspected signs of COVID-19:

- a. Following the guidance of the health department, a staff member or student who had signs of suspected or confirmed COVID-19 can return to school when:
 - 1. At least three days (72 hours) have passed since recovery – defined as no fever without the use of medications and improvement in respiratory signs like cough and shortness of breath; **AND**
 - 2. At least 10 days have passed since signs first showed up. **OR**
 - 3. It has been at least three days (72 hours) since recovery **AND** a health care provider has certified that the student does not have suspected or confirmed COVID-19.
 - 4. If a person believes they have had close contact to someone with COVID-19, but they are not sick, they should watch their health for signs of fever, cough, shortness of breath, and other COVID-19 symptoms during the 14 days after the last day they were in close contact with the person sick with COVID-19. They should not go to work, child care, school, or public places for 14 days. Employees who are exposed to any student or other district employee who displays COVID-19 symptoms or 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 reasonably possible, but no later

than start of the next school day, or within twelve (12) hours if the district becomes aware before a weekend or holiday.

5. This process will be revisited should the guidance change.

12. Sanitation of facilities:

Sanitation of facilities will follow CDC guidelines.

- a. At the Elementary School Level: Teaching staff will keep desk surfaces clean, and disinfect as appropriate and once per day. Since elementary students use the same desk throughout the day, cross student exposure risk from the desk is low, thus a focus will be on handwashing and hand sanitizing when re-entering the room. Where possible, students will not share supplies and educational materials; where supplies or manipulatives are used between students, rest time between uses and/or disinfection of the items will be required.
- b. At the Middle and High School Levels: Teaching staff will keep desk surfaces clean, or develop a classroom strategy for keeping desk surfaces clean. Disinfection will be required between desk uses by different students. Most classrooms will be at half occupancy thus desks may generally be disinfected between every other period, as opposed to between every period. Where appropriate, desks will be identified with either a “red” or “blue” dots with the intent that students will be instructed to sit at “red” seats the first period, then “blue” seats the next period, then “red” seats for the next period, etc.
- c. Cleaning materials, including alcohol based disinfectant/hand sanitizer, Alpha HP disinfectant/cleaner, other appropriate disinfection agents, disposable towels, and disposable gloves will be provided in cleaning caddies in every classroom and primary work area.
- d. Training will be provided to teaching staff on disinfection protocols, including using the proper personal protective equipment where recommended, and providing the proper dwell or contact time for the disinfectant.
- e. Other high touch areas of the classroom will be disinfected daily as part of the custodial workload.
- f. In instances of confirmed COVID-19 cases, building-wide sanitation protocols will be followed.
- g. Communication of deep cleaning and sanitizing practices that are being developed and custodians are being trained on as a result of COVID will be developed and distributed to all employees, inclusive of preparations that staff need to be aware of to support these cleaning protocols.

Commented [MJ13]: In order to prevent the spread of COVID, teachers will need to disinfect and clean surfaces at least once a day.

13. Air quality –

- a. The HVAC filters shall be changed in the school sites at a minimum of three (3) times a year (every four months) School sites will check filters prior to the start of the year. In addition, filters will be changed every winter break (1), spring break (2) and summer (3).

VI. Training and professional development:

All staff shall receive professional development and training on COVID-19 health and safety precautions prior to the first student contact day. Employees hired after the start of school shall be provided this training upon hire.

VII. Employees in high-risk categories:

Any employee with a personal medical condition impacting their ability to perform the essential functions of their position may request an ADA reasonable accommodation. As protected under Governor Inslee's Proclamation 20-46.2, employees who are 65 years of age or older or fall within the "at increased risk" category as defined by the CDC, do not require medical provider verification to enter an interactive dialogue with the district regarding accommodations. Employees will, however, have to complete a self-attestation form of their "at-risk category" status. An employee who is found to have falsified their self-attestation may be subject to discipline. Medical provider verification is required in the event the employee is not 65 years of age or older, is not in a defined "at increased risk" category, or if they are seeking leave as an accommodation. Should the governor's proclamation be modified or revoked the district will adjust accommodation and leave practices to align with the governing regulations. Staff who would like to pursue an ADA reasonable accommodation will need to work with their personal medical provider to complete and submit the Employee Accommodation Form and ADA Medical Provider Accommodation Form. All ADA forms can be found on the Human Resources Webpage under Employee Leaves and Accommodations. Following receipt of the ADA documentation the District will engage with the employee in an interactive dialogue to explore a reasonable accommodation that would allow the employee to perform the essential functions of their job.

Possible reasonable accommodations may include limiting the individual's contact with others by establishing one-way hallways or aisles, using plexiglass or other barriers, adjusting the work schedule, or exploring a temporary or permanent alternative work assignment. If the District is unable to accommodate at the worksite or in an alternative work assignment, leave options may be available. Alternative work assignments will be done based on vacancy on a first come first serve basis consistent with qualifications for the position.

The District will make every reasonable effort (i.e. offering out of endorsement waivers for certificated staff when it makes educational sense to do so) to find alternate work settings that match the employee's endorsements, experience, and/or skill set. No employee in a high-risk category shall be expected or required to work without PPE.

Any employee who is placed in an alternative position for the 2020-21 school year will remain there for the duration of year. These employees shall return to their previous job placement for the 2021-22 school year. In the event reassignment, involuntary transfer or layoffs need to occur for the 2021-22

school year, these processes will occur after all staff have been returned to their previous building and program placement.

Commented [MJ[14]: Employees that moved to SVA or another position due to being in a high-risk category will return to their previous site at the end of this year.

VIII. Communication with students and families:

Students and their families will receive communication from the building and/or district regarding health and safety expectations, including but not limited to wearing face coverings, physical distancing, handwashing, and health screenings. This communication will be available in translated form and communicated via the district’s communication systems.

IX. Supervision for compliance:

Per OSPI guidelines, a site-specific COVID-19 supervisor shall be designated by the district at each school and other work site to monitor the health of employees and enforce the COVID-19 job site safety plan. Employees shall be notified within the first week of their employment year of the name and contact information of this compliance supervisor. No bargaining unit member shall act as such a supervisor. This information shall also be posted on safety board.

Commented [MJ[15]: This position is required by the department of health. Concerns from employees about compliance to COVID health and safety standards should be reported to this person.

X. Each building will create or reconstitute a school safety committee when schools are being conducted in person. In collaboration with the building administrator and the COVID-19 supervisor, these committees will address concerns related to student and staff safety. There will be no retaliation toward employees who bring safety concerns to this committee. Any concerns not resolved at a building safety committee in an expedited manner will be brought to labor management.

Commented [MJ[16]: Building issues related to compliance to COVID health and safety standards should be addressed in this committee.

XI. District Administration agrees to provide prompt direction to employees when questions or concerns regarding staff and student safety arise. In the event an employee does not believe the district is following advice from the health department and/or Labor and Industries, to adequately protect staff or student safety, the employee will notify the building administrator for resolution.

The employee has the right to union representation if there is a dispute over proper resolution of the 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 Division of Occupational Safety and Health and the District will not discriminate or retaliate against an employee who files such a complaint.

Commented [MJ[17]: Employees have the right to file a complaint with OSHA if there is a safety concern. It is the hope of the Association and District that any concerns will be addressed by the building principal, compliance supervisor or school safety committee.

XII. Student Success

- a. District communication shall be provided in students’ families home language and shall be available electronically, verbally, and/or in print, to the best extent possible.
- b. Grading, attendance, and discipline data disaggregated by race and FRL status shall be reviewed at Labor Management quarterly to discuss adjustments that may need to be made.

Commented [MJ[18]: The Association and District want to address places where the learning plans we have bargained in the MOU are not working for students

- c. If students, are adversely impacted (i.e. lack of technology access, transportation, food insecurity, caring for family members), every effort will be made to mitigate those impacts to include discussions about alternative learning environments, personalized credit recovery services, scholarships to learning centers, etc.

Safety and Discipline Ensuring the safety and health of students and staff shall be the district’s first priority. Students shall be required to follow all safety protocols.

- a. All students will wear a face covering, except as permitted by the DOH.
- b. Students will be provided age and culturally appropriate and instruction on face-coverings, hygiene, and physical distancing within the first week of school.
- c. Students new to the district after the start of the school year will also be provided time with a counselor or administrator designee for universal screening as described in III.1.a above and instruction health and safety protocols.
- d. Students who willfully and knowingly violate safety protocols, building administration and staff will follow the process outlined in school-wide discipline plan, treating such offense as a high risk behavior, which may result in the student’s removal from the learning environment.
 - 1. In the event a student willfully and knowingly violates safety protocols towards another student in manner that may cause harm (for example, purposefully removing a mask and coughing or sneezing on another student), the building administrator or designee shall notify the parent or guardian of both students and take appropriate disciplinary action for the student violating the protocol treating such offense as a high risk behavior, which may result in the student’s removal from the learning environment.
 - 2. In the event a student willfully and knowingly violates safety protocols towards an employee in a manner that may cause harm (for example, purposefully removing a mask and coughing or sneezing on the employee, the administrator or designee will take appropriate disciplinary action treating such offense as high risk behavior, which may result in the student’s removal from the learning environment.
- g. Student discipline for any infraction described above shall be proportionate to the age and cognitive ability of each child. If there is a continuous problem, we will follow the school-wide discipline plan treating such offense as a high risk behavior, which may result in the student’s removal from the learning environment.

5. Safety and Discipline in a Virtual Environment: Ensuring the safety of students and staff shall be the district’s first priority.

- a. Inappropriate actions on a student camera should be addressed consistent with classroom management protocols and reported to their administrator. Employees shall not be held responsible for student actions on camera in a virtual environment.
- b. Any live sessions conducted will include at least two students or a student and two staff members (inclusive of the host) minimum. (exclusive of Mental Health Therapists)
- c. Any live sessions conducted with students will not be required to be recorded. If the employee opts to record, the instructor will let the audience know and the instructor will make sure they know of any students who are excluded from being recorded prior.

Commented [MJ[19]: The District and Association take seriously students that intentionally put staff and other students at potential risk getting COVID.

Commented [MJ[20]: In the event a student or someone else on the student camera behaves inappropriately, the employee should follow their own classroom rules and expectations as well as those of the school.

Commented [MJ[21]: Employees cannot be required to meet with students alone. However, should an employee choose to speak to a student without another present, they should consider how they will protect themselves from allegations of misconduct.

Commented [MJ[22]: Live sessions are not required to be recorded. Should an employee choose to record, proper notice must be given.

- d. During live virtual sessions, building /classroom discipline expectations should be followed. School wide/classroom discipline procedures will be adhered to in the virtual setting (i.e. PBIS, Restorative Practice, conferring with students one on one regarding behavior, etc).
- e. Students who repeatedly disrupt the virtual learning environment will be removed from the session and referred to the appropriate administrator and will not be admitted back into the classroom setting until the teacher and administrator have conferred regarding actions taken (inclusive of contacting parents, developing a plan for appropriate behavior upon return, etc.)
- f. Student attendance in virtual sessions will be taken utilizing Power School. Attendance secretaries will utilize protocols for tracking attendance similar to in person learning.

Commented [MJ23]: Different from the Spring, attendance must be taken.

XIII. Leaves

Leave Options Due COVID-19

1. In the event an employee is directed not to report to the work site due to a COVID -19 workplace exposure(as _determined by the SRHD), the employee shall contact and work with their supervisor to secure meaningful work to be completed off site until their workplace return is approved and no leave shall be used by the employee. If an employees should decline meaningful work, leave will need to be used.
 - a. In the event an employee is diagnosed with COVID-19 as a result of a known exposure in the workplace, the employee may explore an occupational exposure claim with workers compensation.
 - i. Employees with an approved worker’s compensation claim, up to a maximum of thirty (30) workday absences will not be deducted from employee leave accruals.
2. The Families First Coronavirus Response Act (FFCRA or Act) provides eligible employees up to two weeks (80 hours, or a part-time employee’s two-week equivalent) of paid sick leave based on the higher of their regular rate of pay, or the applicable state or Federal minimum wage, paid at:
 - 100% for qualifying reasons #1-3 below, up to \$511 daily and \$5,110 total;
 - 2/3 for qualifying reasons #4 and 6 below, up to \$200 daily and \$2,000 total; and
 - Up to 12 weeks of paid sick leave and expanded family and medical leave paid at 2/3 for qualifying reason #5 below for up to \$200 daily and \$12,000 total

Commented [MJ24]: Employees that are quarantined due to a worksite exposure to COVID will not have to use their own leave to be absent from work. Staff will be able to complete meaningful work from home.

Commented [MJ25]: For an employee that contracts COVID from an exposure at work can apply to L&I for benefits. Benefits have been expanded as a result of COVID. If approved by L&I, employees can use security leave to offset the loss of compensation for up to 30 days. This leave does not come out of leave banks.

Commented [MJ26]: This is leave required by the Federal government which has specific provisions as listed. Employees wishing to explore use of this leave should call the leave Specialist in Human Resources.

Employees may use existing accrued leave to cover the compensation gap if the qualifying reason for paid sick leave provides 2/3 pay, or if additional time off (leave) is needed.

A part-time employee is eligible for leave for the number of hours that the employee is normally scheduled to work over that period.

Employees are not required to use their individual leave accruals (e.g. sick, vacation, personal, and comp time) prior to using this option. HR has developed a leave of absence request form specific to these new leaves for employees to use; HR will coordinate the use of leave with the employee during the leave approval process. These provisions will apply from April 1, 2020 through December 31, 2020. If this leave is continued by the Federal Government, the District shall continue offering this leave.

Qualifying Reasons for 80 hours of Paid Sick Leave Related to COVID-19

An employee is eligible to take leave related to COVID-19 if the employee is unable to work including unable to work from home, because the employee:

1. is subject to a Federal, State, or local quarantine or isolation order related to COVID-19;
2. has been advised by a health care provider to self-quarantine related to COVID-19;
3. is experiencing COVID-19 symptoms and is seeking a medical diagnosis;
4. is caring for an individual subject to an order described in (1) or self-quarantine as described in (2);
5. is caring for his or her child whose school or place of care is closed (or childcare provider is unavailable) due to COVID-19 related reasons; or
6. is experiencing any other substantially similar condition specified by the U.S. Department of Health and Human Services.

2. Expanded Family and Medical Leave Act (Expanded FMLA).

Expanded FMLA applies to employees who are unable to work, on site or remotely, because their child's school or place of care is closed (or childcare provider is unavailable).

An employee who has been employed by the District for at least 30 days prior to their request to take Expanded FMLA, will be compensated at 2/3 of their normal pay, subject to a cap of \$200 per day and \$12,000 total. Employees will be paid accordingly for ten (10) additional weeks beyond the two weeks of COVID-19 Sick Leave, if the employee is unable to work (including working remotely) because they are caring for a child(ren) whose school or place of care is closed (or childcare provider is unavailable) due to COVID-19 reasons.

An employee may use accrued vacation or personal leave to receive full compensation instead of receiving 2/3 pay while on approved Expanded FMLA. An employee who exhausts their vacation and/or personal leave time before their ten (10) weeks of Expanded FMLA is up, will be paid at 2/3 of their normal pay (subject to the caps) for the remainder of the ten weeks of Expanded FMLA.

3. Employees who have not been provided a work-at-home assignment and who are in a high-risk category as described by the Centers for Disease Control and Prevention (as noted at <https://www.cdc.gov/coronavirus/2019-ncov/need-extra-precautions/people-at-higher-risk.html>) and as confirmed by a doctor's note for underlying medical conditions will use one of the following options;
 - a. As provided by the Washington State Governor's Proclamation 20-46 and lasting through the duration of the current state of emergency initially proclaimed in Proclamation 20-05, or until otherwise rescinded or amended, at risk employees are protected in the following ways:
 1. The District is required to seek any and all options for alternative work arrangements.
 2. The District is required to permit any high-risk employee in a situation where an alternative work arrangement is not feasible to use any available employer granted accrued leave or unemployment insurance in any sequence at the discretion of the employee.

Commented [MJ[27]: The Federal Government has expanded the reason an employee could be eligible for FMLA. It now includes childcare. The specifics of the benefits are set by the Federal government. Employees wishing to explore taking this leave should contact HR.

Commented [MJ[28]: The governor of Washington state, via proclamation, provided protection for employees who fall into a high-risk category as described by the CDC. The provisions of these protections are listed here.

3. The District is required to fully maintain all employer-related health insurance benefits until the employee is deemed eligible to return to work.
4. The District is prohibited from taking adverse employment action against an employee for exercising their rights under this Proclamation that would result in loss of the employee's current employment position by permanent replacement.

5. Leave requests unrelated to COVID-19 will be processed through the normal protocols.

XIV. Employee Discipline

2. The employee shall have the right to be represented by the Association at any meetings or conferences regarding such complaint or any matter involving possible discipline of the employee. While in the remote learning model, the employee shall have the right to have virtual meetings. These meetings will not be recorded unless mutually agreed to by the parties. The Association will have access to a private breakout room in which to caucus. The District shall exercise flexibility for scheduling the meeting for the purposes of the employee arranging for representation

Commented [MJ[29]: Employees who are required to attend a meeting with administration/HR regarding possible discipline may choose to have virtual meetings.

XV. Training

- a. The District will provide training per OSPI and Department of Health guidelines to all applicable staff prior to reopening of school for distance or in person learning.

Training will include but is not limited to:

Safety protocols

- i. Handwashing
- ii. Recognizing the signs and symptoms of COVID
- iii. Hall procedures
- iv. Masks and respiratory etiquette and protocol if student fails to follow the requirement
- v. Cleaning in classrooms
- vi. Procedure for a student who may show symptoms in the classroom
- vii. Lockdown drill protocols
- viii. Fire drill protocols
- ix. Social distancing
- x. Entry and exit protocols
- xi. Recess/ brain break protocols
- xii. Procedures for sanitizing handles/rails, equipment and restrooms throughout the day
- b. Microsoft Teams training
 - i. Setting up and managing a meeting
 - ii. Moving students in and out of groups
 - iii. How to share documents
 - iv. How to attach links
 - v. Other related topics

Commented [MJ[30]: Similar to language in our full CBAs, the D agreed to represent employees in the event of allegations related to COVID when employees follow the district guidance and properly supervise students.

XVI. Indemnification

1. The District will defend any employee who is following district guidance and instruction on proper supervision of students and proper COVID-19 safety precautions against any legal claim for alleged harm to a student or other employee. This includes defense against any legal claim brought against an employee alleging responsibility for student safety whether the employee was physically present with the student or working with the student remotely, so long as the employee is following district guidance and instruction to the best of their ability. This indemnification does not apply in any conflict between the district and employee directly.
 - a. Any represented employee who is investigated for alleged violations of district guidance and instruction on proper supervision of students or proper COVID-19 safety precautions is entitled to union representation. The District agrees that discipline related to COVID 19 will only be issued when there is a gross violation of the district guidelines.

XVII. Other working conditions: (agree that this list is helpful – will need to include all once we finalize all.

1. The virtual/remote model and related working condition changes are outlined in Appendix A of this MOU
2. The in-person/hybrid model and related working conditions changes are outlined in Appendix B of this MOU
3. The model for Spokane Virtual Academy and related working condition changes are outlined in Appendix C of this MOU
4. Certificated specific working conditions not outlined in the above MOU or Appendices A-C are included in Appendix D of this MOU
5. Classified specific working conditions not outlined in the above MOU or Appendices A-C are included in Appendix E of this MOU
6. Provisions specific to the Nutrition Services not outlined in the above MOU or Appendix A B and E are included in Appendix F
7. Evaluations for classified and certificated staff are outlined in Appendix G of this MOU
8. Provisions specific to the New Tech center not outlined in the above MOU or Appendix D are outlined in Appendix H of this MOU

XVIII. Duration

This MOU shall remain in effect through the 2020/21 school year. If the COVID emergency extends beyond the 2020-2021 school year the District and Association will bargain a successor agreement. If the COVID emergency ends during the duration of this MOU, the District and Association will discuss a reasonable transition back to the previously negotiated Collective Bargaining Agreements. In the event new, binding guidance or legislation comes into effect during this time, the parties shall meet to bargain the impacts.


FOR THE ASSOCIATION:

Jeremy Shay
President, Spokane Education Association

UniServ Director, SEA

Date

FOR THE DISTRICT:


Jodi Harmon
Executive Director, Human Resources

8/24/2020
Date