



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

All SEA represented employees are included in the following bargaining units: Certificated, Custodial/Grounds/Warehouse, Educational Support Specialists, Information Technology, Nutrition Services, Secretarial/Clerical, Unified Trades and Extra Curricular.

The terms made as a result of this Memorandum of Understanding (MOU) are one time only and non-precedent setting and shall last the duration of the 2021-2022 school year, ending August 31, 2022. The District and SEA agree to modify this MOU should new guidance be released modifying requirements related to the COVID pandemic.

It is also acknowledged that the global pandemic of COVID-19 is an unprecedented developing situation. In the event the expectations for the state or federal government change, the parties will reconvene. In addition, should new guidance be 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 and will bargain these changes if applicable.

The parties share the mutual interest in protecting 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, including students of color, students living in poverty or who are homeless, students who identify as LGBTQ+, and students receiving Special Education, English Language Learners and students in gifted education programs.

All portions of the SEA/ SPS collective bargaining agreements not expressly addressed here shall remain in full force and effect.

I. Student and Staff Health Precautions

A. Facial Coverings

1. All school personnel, volunteers, visitors, and students must wear cloth face coverings, or an acceptable alternative (e.g., surgical mask or clear face shield with drape), at school when indoors in accordance with the Secretary of Health's Mask Order. DOH defines a cloth face covering as anything that completely covers the mouth and nose and fits securely on the sides of the face and under the chin. It should be made of two or more layers of tightly woven fabric.
 - a. A face shield with a drape can be used by people with developmental, behavioral or medical condition that prevent them from wearing a face covering.

2. The District will work with those requesting an exemption through the accommodation process.
3. Staff and students do not need to wear masks outside regardless of vaccination status.
4. District will update mask guidelines as they are released from DOH on both the District website and SPS communications.
5. The District will enforce masking requirements based on current guidance provided by the state and/or health authorities. Updates on masking requirements will be communicated to all employees, students and families and posted on the COVID resources website.
6. The District shall provide two (2) cloth face coverings for use by all employees and face shields with drapes as requested by employees. Staff may request additional face coverings when they are worn out or lost. The district shall also provide two (2) face shields with drapes to those employees who wish to wear both a shield and a mask.
7. 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 can request additional masks in their room or work location for student use.
8. The District will provide, upon staff request, two (2) adult transparent face masks in addition to regular mask for staff who work with students who need to see facial and mouth movements as part of learning. Staff may request additional transparent masks as needed.
9. 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).

B. Physical Distancing

1. Per DOH guidance, physical distancing requirements should not prevent a school from offering full-time, in-person learning to all students/families.
2. Three (3) feet or more of physical distance, measured from head-to-head, shall be maintained between students in classroom settings to the degree possible and reasonable that still allows for full-time, in-person learning for all students.
 - a. Each school will institute a planned entrance and exit plan for areas where large groups of students might be, such as the cafeteria and entrance into the school
3. Physical distance for students shall be maximized in common areas outside the classroom, and during high-risk activities as outlined in the DOH guidance.
4. When six (6) feet of social distancing between adults who are working with students cannot be maintained, masks will be required per L&I guidance.
5. Physical distancing between adults
 - a. All essential meetings, professional development, or collaboration that require in-person attendance scheduled between adults shall accommodate six (6) feet of social distancing. The following protocols will be enforced when having an in-person meeting.
 - i. Virtual options will be provided for meetings, professional development, and collaboration when appropriate physical distancing is not possible.
 - ii. Participation in the virtual attendance for meetings, professional development, or collaboration must occur from the assigned work site.
 - b. The District will enforce distancing requirements based on current guidance provided by the state and/or health authorities. Updates on distancing requirements will be communicated to all employees, students and families and posted on the COVID resources website.
 - c. Open Houses

- i. Virtual open houses should be utilized for anything other than orienting students to building.
6. If an orientation style open house is held in person, attendees must be physically distanced (six (6) feet for adults) with staggered start times and other mitigating measures to help limit the number of people in any given space at one time and to facilitate physical distancing. Masks are required for all. Interior doors, where possible, and exterior windows will be kept open for good ventilation.
7. Employees may continue to use the portable plexi-glass barriers when providing small group or one-on-one intervention.

C. Handwashing

1. The District facilities will comply with building codes and educational design practices to provide adequate facilities and supplies for staff and student handwashing.
2. Employees will not be required to supervise students of the opposite gender from the employee's identified gender inside bathrooms or locker rooms. Employees may be asked to help monitor and assist students to and from these facilities.
3. Sanitizer may be used in place of handwashing. Staff will encourage students to handwash or sanitize after leaving their classroom, i.e., restroom breaks, meals/snacks, changing classes.

D. Sanitation/Cleaning

1. The district will provide cleaning materials for cleaning. Employees with concerns about the chemicals being used should confer with their supervisor.
2. Desks shall be disinfected each night after students leave by the classroom staff.
 - a. Employees are only required to spray down desks and chairs and let them air dry.
 - b. Cleaning materials, including alcohol-based disinfectant/hand sanitizer, Alpha HP disinfectant/cleaner other appropriate disinfection agents, disposable towels and gloves will be provided in cleaning caddies in every classroom and primary work area. The cleaning supplies utilized are the same as were used in the 2020-2021 school year.
3. Other high touch areas of the classroom and school will be disinfected daily as part of the custodial workload.
4. The District will ensure that all alternative locations (IE: FROC, ITSC etc.) have appropriate sanitization and cleaning supplies.

E. Heating, Ventilation, Air Conditioning (HVAC)

1. The District will ensure HVAC systems, air handling equipment, and other mitigation strategies are monitored, routinely maintained, and promptly repaired as outlined in the DOH guidelines. The District will comply with the American Society of Heating, Refrigeration, and Air-Conditioning Engineers (ASHRAE), Department of Labor and Industries, Washington Administrative Code ("WAC"), and Department of Health requirements to ensure proper fresh air supply, filtration and circulation to help prevent the spread of the COVID virus. Employees concerned about indoor air quality may email notify the district's industrial hygienist, a building administrator and the site custodian with the time, place and description of the concern. The process, as outlined in the collective bargaining agreements, will be followed. These issues will be expedited.
2. All new issues/problems that result in not meeting ASHRAE, L&I, or DOH guidelines regarding HVAC will be corrected as soon as possible. All records of responses to reports of this nature will be shared with the Association. The affected workspaces with issues/problems that result in not meeting the aforementioned standards will be supplied

with a portable HEPA air cleaner to supplement ventilation. The District will work with the industrial hygienist to ensure that an appropriate machine is utilized for the space.

3. When any system is reported to be operating incorrectly, the District will create a work order. Work orders related to the functionality of the HVAC system will be marked as high priority. The District will notify the Association when there are concerns related to the ventilation systems.
 4. Any airflow solution will maintain the required indoor air temperature to promote effective teaching and learning of at least 65 degrees in classrooms and office spaces, and 60 degrees in gyms per the Washington Administrative Code.
 5. The District will ensure all ventilation systems are programmed to start at two hours prior to start of school and two hours after end of school.
 6. The District will provide MERV-13 to systems without a prefilter and a MERV-10 to those that have prefilters. Filters will be changed four (4) times a year.
 7. Door signage will be posted at the public entrance to each district site which will state “this building complies with all DOH and L&I guidance”. Building COVID Safety teams can request reports from EMS to show the school is in compliance.
- F. The District will follow-all guidance from the DOH for student participation in sports, performing arts classes, extracurricular Performing Art Performances and activities and other extracurricular activities.

G. Health and Safety for Special Education Programs

The following health and safety protocols have been mutually agreed to by the Association and the District for each Special Education program. In the event your program is missing PPE or needs additional training, reach out to your principal or program coordinator.

1. PPE
 - a. All Special education staff will be issued PPE in accordance with the 2021-2022 COVID MOU. Additional PPE will be provided to sites as requested. Any special education staff member may request the following PPE items through the special education department:
 - i. Cloth masks
 - ii. Face Shield with drape
 - iii. Disposable Surgical Gowns
 - iv. Disposable surgical face masks
 - v. Gloves
 - vi. Paraeducators/Interpreters/teachers working with students in the Elementary Deaf Ed programs will be provided with five adult transparent face masks. Additionally, an anti-fog spray will be provided for use of these staff members.
 - vii. Adult transparent face masks
 - viii. Sanitizer and wipes to clean equipment/manipulatives upon request for homebound or home hospital.
 - b. All Students, including preschool students will be required to wear a face mask unless they have a face mask exemption. **Face Mask Exemption:** Per the Spokane Regional Health District students who have a developmental disability or medical condition exempting them from wearing a face mask must provide a doctor note to the school nurse prior to attending school. The site COVID supervisor will communicate which students have an exemption to all building staff.
2. Social Distancing
 - a. Preschool – due to the close contact with peers and staff, staff who come into close contact with student should wear the appropriate PPE which includes disposable face mask and face shield with a drape. Preschool staff will develop methods in the

- classroom to help students learn social distancing.
 - b. MHOH – medically fragile students need close contact with adults and often other students. Staff in MHOH should wear the appropriate PPE, which includes disposable mask and a face shield with drape, when working with students who are unable to be masked. Students who can safely wear a mask will be encouraged to do so. Staff will make every effort to keep students socially distanced.
 - c. ABLE – students in ABLE need close contact with adults and often other students. Staff in ABLE should wear the appropriate PPE, which includes disposable mask and a face shield with drape, when working with students who are unable to be masked. Students who can wear a mask will be encouraged to do so. Staff will make every effort to keep students socially distanced.
 - d. BI, DI and Resource – due to the close contact with peers and staff, staff who come into close contact with student should wear the appropriate PPE which includes disposable face mask and face shield with drape. Staff will develop methods in the classroom to help students remain socially distanced at 3 feet.
 - e. Homebound/Home Hospital – staff should make every effort to ensure that 6 feet social distancing may occur in every home. In the event a student requires closer contact, staff will wear appropriate PPE to include disposable masks and face shields with drapes, gowns and gloves.
3. Cleaning and Sanitizing
- a. All students and staff entering a MHOH, ABLE, Elementary BI, DI, or Preschool classroom will wash their hands or use sanitizer upon arrival to the classroom. Students will use hand sanitizer or wash their hands in between activity centers. Each classroom will be stocked with sanitizing spray and wipes. Wipeable surfaces such as tabletops should be wiped down and sanitized as students rotate.
 - b. Cleaning Toys and Manipulatives- The follow procedure should be followed at the end of each day for any toys or manipulatives that are shared among students.
 - i. If there is any unclean surface, rinse the toy/ manipulative with a district approved Multi- Purpose Cleaner (Stride). You can get Stride from your custodian. Use paper towel if drying is needed and discard paper towel in trash can. If classrooms need bins/buckets to sanitize toys this receptacle will be provided.
 - ii. Spray the district approved disinfectant (Alpha HP) on the item. You can get the Alpha HP from your custodian.
 - iii. Leave damp with the disinfectant (Alpha HP) for a 10-minute dwell time, rinse clean with water and let air dry.
4. Toileting Protocol
- This protocol will be followed for all students who need to be toileting in any special education program.
- a. Toileting/Diaper Changing: Staff should be wearing the following PPE when assisting a student with either toileting or diapering:
 - i. Cloth Mask
 - ii. Disposable Masks, if requested
 - iii. Face Shield (optional)
 - iv. Surgical Gown (optional)
 - v. Gloves
 - b. Staff should follow the usual protocol for toileting/diapering with additional protective measures in place as outlined below:
 - i. Change student’s diaper or soiled/wet clothing on mat or changing table surface (for lay down changes) using wipes and gloves.
 - ii. After change or cleaning of diaper/clothing, use a paper towel,

- clean the surface with the district approved Multi-Purpose Cleaner (Stride). You can get Stride from your custodian.
 - iii. Discard the paper towel in the trash can
 - iv. Using a clean paper towel, disinfect the cleaned surface with a district approved disinfectant (Alpha HP). You can get the Alpha HP from your custodian.
 - v. Discard the paper towel in the trash can.
 - vi. Change into a new pair of gloves and a new gown before assisting the next student.
 - vii. If child used the toilet, spray the toilet seat and handle with disinfectant and wipe down in between student use.
 - c. If any additional Special Education mandates are issued as a result of the 2020-2021 school year causing additional workload, the additional workload requirements will be bargained.

II. Instruction

- A. Teachers shall not be asked or required to teach virtually and in person at the same time.
- B. Mask breaks will be provided throughout the school day.
- C. Per DOH guidance, physical distancing requirements should not prevent a school from offering full time, in person learning to all students/families. The District will maintain physical distance of three feet or more between students in classroom settings to the degree possible and reasonable, that allows for full-time, in-person learning for all students. Per L&I guidance, while physical distancing is no longer required as the primary control, 6 feet of physical distancing must be maintained OR appropriate face protection must be implemented.
- D. Cohorting is no longer required; students from multiple classes may be taught in large and small groups.
- E. Homebound/Home Hospital staff will provide in-home services per the student's IEP or Home Hospital plan, if it is safe to do so as determined by state and local health officials.
- F. No employees shall be required to transport students or required to do home visits (aside from home hospital employees) for the duration of this MOU.

III. Student meals

- A. The DOH guidance allows for students to eat without their masks on. The District is aware of strategies provided by the CDC to modify school spaces during mealtimes and will make every effort to implement those strategies to the extent possible without interfering with offering full-time, in-person learning to all students/families, while maintaining social distancing as much as possible.
- B. Elementary students will eat breakfast and lunch in their classrooms.
 - 1. Individual schools shall determine how to provide supervision during meals.
 - a. Secretaries, Custodians and Nutrition Services staff shall not be required to supervise students during meals.
 - b. No employee shall be required to provide supervision during their meal break, rest period or planning time.
- C. Elementary Breakfast
 - 1. Breakfast will be delivered to the classroom by 8:30 by Nutrition Services with support from but not limited to the Mosaic secretary and custodial staff.
 - i. Nutrition Services staff will retrieve remaining items.
 - 2. Students will eat after the bell.

3. Classroom teacher will use the Mosaic App on their computer to “check” who received breakfast.
 4. Mosaic secretary will monitor that all classroom teachers have completed this process.
- D. Elementary Lunch**
1. Students will eat in the classroom.
 2. Teachers will receive a duty-free lunch while students participate in a 30-minute lunch recess.
 3. Depending on school structure for recess (either recess before lunch or lunch before recess) teachers will lead students through the lunch line to pick up their lunch.
 - a. Recess and lunch will occur consecutively.
 - b. Students will enter the cafeteria and exit through different doors when structurally possible.
 - c. At Nutrition Services Staff request, plexiglass can be installed in the area between the ceiling and the sneezeguard.
 4. The Mosaic secretary will ring students up as in a “normal year” as students go through the line (this is eliminating the need for “tick sheets”).
 - a. A plexiglass barrier will be provided for Mosaic secretaries who are providing this service, upon the Secretary’s request.
 5. Students will use the 3 pound “boat” to put all lunch items in to carry back to the classroom (this eliminates the washing of plates and the extra trip through to drop them off).
 - For K-2 grade, teachers will be provided crated milk to help in the transportation of food. Students will select their milk as they go through the line, place it in the crate, and return it to the student upon the return to the class.
 - On limited needs, special arrangements may be made with NS when students may need a tray-
 6. Students will dispose of the “boats” in the large garbage cans placed throughout the school.
 - a. No student food or boats shall be thrown in the classroom trashcan.
 7. The custodians use their professional judgement in partnership with their building administrator on where they can help support lunch best.
 8. They will maintain connection to the office/classrooms by having their phones/walkie talkies with them
 9. A large carpet extractor will be provided for every elementary school that has carpeting. The district will be purchasing a minimum of 10 new carpet extractors in the event of breakdown or repair.
 10. At least one small carpet extractor will be provided for every elementary school that has carpeting. The district will also purchase small carpet extractors in the event of breakdown or repair.
 11. The district will provide each classroom a disposable dry wipe to clean up liquid spills.
 12. Clear guidance will be provided on how custodial staff will launder their cleaning rags to ensure they are sanitary.
 13. Due to supply chain shortages and specific dietary needs of students, communication will occur when the menu must change utilizing existing communication structures (i.e. Bright Arrow)
- E. Secondary Lunch**
1. Secondary lunch will follow pre-COVID lunch schedules. Each secondary school will submit a plan indicating the measures they are taking to distance students during lunches. The plans will be made available to the Association upon request.
 2. Plexi-glass for NS staff will be provided as appropriate and requested by NS employees.

IV. Exposure, Isolation, Quarantine and Testing

- A. Fully vaccinated students and staff who do not have symptoms do not have to quarantine when exposed to COVID-19 and may not require COVID-19 testing.
- B. The District will communicate a potential exposure to COVID to affected employees. The District will report weekly exposures to the Association.
- C. The district will provide timely diagnostic testing, or information on where to go to receive diagnostic testing, for students with symptoms or who are in close contact with someone who has COVID.
 - 1. This testing will be available, but not required, for district employees.
- D. To ensure the safe participation in athletics, the district will follow the DOH/SRH created testing protocol and will institute a screening testing protocol to be utilized for all applicable.-
 - 1. The District will work with the Extracurricular Leadership team to review extracurricular protocols for staff and students.
 - 2. The district will follow all DOH/SRH guidance related to extracurricular activities that generate aerosols, including singing and some music.
- E. Staff who have symptoms of COVID-19, should refrain from coming to work.
- F. In the event students or staff become symptomatic while at school, they should immediately be sent home.
 - 1. In the event a symptomatic person cannot immediately vacate the worksite, the person will wait in a room specifically created for COVID isolation.
 - a. This room will be separate from the health room and will have appropriate ventilation as required by the Department of Health.
 - b. COVID Isolation rooms will not be required to be staffed by SEA represented employees.
- G. The District will provide the most current DOH and L&I guidance related to quarantine/isolation on the COVID resources website.

V. High Risk Employees

- A. The District will follow all plans and procedures as outlined in the Washington State Comprehensive Emergency Management Plan which includes the prevention of the employer from discharging, permanently replacing, or discriminating against an employee who is high risk as a result of the employee seeking accommodations, or if no accommodation is reasonable, using all available leave options.
- B. An employee who, due to age or an underlying health condition, is at high risk of severe illness from COVID-19 may contact Human Resources to be provided with information on leaves and accommodations.

VI. Training and Professional Development

- A. The District will provide training prior to the start of school for all school staff on current COVID-19 protocols and the use of mitigation measures to combat the spread of COVID-19 in schools.
- B. The District will ensure all employees are provided training prior to the start of school for all staff on the sanitization of high touch areas.
- C. The District shall provide appropriate PPE and training to employees prior to the start of school who must perform tasks that cannot be accomplished with physical distancing, such as diapering, toileting, feeding etc.
 - 1. appropriate PPE includes, but is not limited to: face shield with drape, disposable gown and gloves
- D. The District will provide training prior to the start of school to performing arts employees on the COVID-19 protocols.

1. The District will provide all supplies, to include specialized mask and instrument accessories, that comply with the DOH protocols.
- E. The District will train extra extracurricular athletic and activities employees on the COVID-19 protocols required by the DOH.

VII. Leaves

- A. In the event an employee is directed by SPS contact tracers not to report to the worksite due to a COVID-19 **workplace exposure** the employee shall not report to work under the guidance of the contact tracer and shall stay in communication with their supervisor regarding their expected return to work date.
 - a. If the employee is being directed not to report to work, the District will provide up to 5 days of COVID security leave for every employee on a one time basis.
 - b. In the event the employee tests positive for COVID due to a workplace exposure, the employee has the option to apply for L&I, as referenced below and will continue to use their additional 25 days of security leave.
 - c. Any additional approved COVID-19 L & I claims during the 2021-2022 school year will follow the CBA language and normal district process.
- B. Under the (HELSA) law, it will be presumed health care and frontline workers contracted a contagious or infectious diseases at work when they file a worker's compensation claim for the disease and the disease is the subject of a public health emergency when both the exposure occurs and the claim is filed.
- C. Employees will have access to security leave outlined in the current CBA which provides up to thirty (30) days of district leave when an employee is on L&I.
- D. Upon confirmation of a positive COVID test result requiring the employee to stay out longer than 5 days, the employee may have access to the additional 25 days of security leave upon an L&I claim approval.
- E. Shared leave
 1. As allowable by RCW 41.04.665, an employee may request to use shared leave if they, a relative, or household member, is isolated or quarantined as recommended, requested, or ordered by a public health official or health care provider as a result of suspected or confirmed infection with or exposure to the 2019 novel coronavirus (COVID-19).
 - a. Employees may only access this leave after they have utilized their accrued leave options.
 - b. This option to use shared leave will be available from the signature date of this MOU through August 31, 2022.
 - c. Any days remaining in the pool at the end of the 2021/2022 school year shall be returned to the individuals that donated last.
 - d. Employees may donate sick leave per the rules outlined in the CBA.
 2. As federal and state provisions change that may impact District requirements to provide leave to employees, this leave section will be reviewed and updated by the parties.
 3. Leave requests unrelated to COVID-19 will be processed through the normal protocols.

VIII. Closing and Reopening of the District schools and classrooms

- A. The district will follow the recommendation of the Spokane Regional Health Department in the event there is guidance that the district or individual classrooms need to be closed.
- B. In the event an individual classroom or school must be closed, the language in the contract regarding emergency school closure shall apply.
- C. In the unlikely event the district is required to close, the District will revert to the remote model that was bargained between the parties for the 2020 -2021 school year. The parties shall convene within 24 hours to bargain the change in working conditions for all SEA bargaining units.

IX. Communication with Students and Families

- A. 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, hand washing, vaccinations and testing. This communication will be available in translated form and communicated via the District's communication systems.

X. Supervision for Compliance for students and staff

- A. COVID Supervisor - A site specific COVID-19 supervisor shall be designated by the District at each school/worksite to monitor the health of employees and enforce COVID protocols and the job site safety plan.
 - 1. Employees shall be notified within the first week of their employment year of the name and contact information of the COVID supervisor. This information shall be posted on the safety board.
 - 2. No bargaining unit member shall act as a COVID supervisor
- B. School/Workplace COVID safety Committees- Each building or workplace will include COVID safety as a responsibility of the existing school safety committee. Member participation may be expanded beyond the existing building team (may include certificated member, nurse, Nutrition Services, etc).
 - 1. In collaboration with the building administrator and the COVID-19 supervisor, these committees will address concerns related to student and staff safety.
 - a. COVID Workplace Safety committees might address issues of Indoor Air Quality, areas where students are not consistently wearing masks according to guidelines, support for staff enforcing the mask mandate, ensuring that the buildings are following all safety guidelines.
 - b. These committees may meet before the students start school to ensure COVID safety protocols are in place for student return.
 - c. COVID Workplace Safety committees will meet monthly thereafter to address safety concerns brought forward by school staff.
 - d. The Association may request site specific meeting minutes through Labor Management.
 - e. COVID Workplace Safety committee members will be paid for attending COVID Workplace Safety committee meetings. Any certificated employee serving on the COVID Workplace safety team, during the COVID MOU, who attends meetings outside of their regular workday will be paid at the extracurricular rate. Payment for any classified hourly employees who meet outside of an 8 hour workday will be paid utilizing the Fair Labor Standards Act (FLSA) requirements. The district will pay up to eight members of the COVID Workplace safety team. This agreement for payment to committee members of the COVID Workplace safety committee is, non-precedent setting agreement for the 2021-22 school year.
 - 2. The District will provide an electronic form on which employees can submit safety concerns anonymously.
 - 3. There will be no retaliation towards employees who bring safety concerns to this committee.
 - 4. Any concerns not resolved at a building safety committee will be brought to labor management.
- C. The Health and Safety Services Department will ensure that each building or workplace does the following:
 - a. Ensures that each building or workplace is holding meetings as described above

- b. Issues that are not adequately addressed at building/workplace safety committee may be brought to the Health and Safety Services Department to be addressed
 - c. The Health and Safety Services Department will work with building/workplace safety committees to look for patterns of issues being experienced across the system. The Health and Safety Services Department will help schools/workplace problem solve for the system.
- D. District Administration agrees to provide prompt direction to employees when questions or concerns regarding staff and student safety arise.
 - 1. Employees may request union representation if there is a dispute over proper resolution of any such concerns.
 - 2. Employees have the right to file a complaint with Labor and Industries Divisions of Occupational Safety and Health and the District will not discriminate or retaliate against an employee who files such a complaint.
- E. COVID Website – The district will maintain the COVID resources website that was established during the 2020-2021 school year.
 - 1. Employees can access the website anonymously to get specific COVID questions answered.
 - 2. Personal COVID safety questions will be addressed within two school days by COVID supervisor, broad COVID safety questions will be addressed through FAQ additions.
- F. Student Accountability
 - 1. Students who willfully and knowingly violate safety protocols, building administration and staff will follow the process outlined in 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.
 - a. In the event a student willfully and knowingly violates safety protocols towards another student in a manner that may cause harm (i.e.: 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. This may result in the student being removed from the learning environment.
 - b. 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 masking and coughing or sneezing on the employee), the administrator or designee will take appropriate disciplinary action treating such offense as a high-risk behavior, which may result in the student’s removal from the learning environment.
 - 2. Student failure to follow staff directives regarding remaining masked shall be treated as defiant behavior as they are putting the health and safety of students and staff at risk. This behavior may result in the student’s removal from the learning environment.
 - 3. 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, the school-wide discipline plan will be followed treating the offense as a high-risk behavior, which may result in the student’s removal from the learning environment.

X. Working conditions

- A. Nurses and contact tracing
 - 1. Nurses will return to normal duties and will no longer be contact tracers.
- B. Secretary and Clerical
 - 1. Allocation of hours will follow the normal CBA language and is based on enrollment as of October/November of the current school year.
 - 2. There will be a new process created for single point of entry in COVID environment for 2021-2022 school year.

3. Library will be treated like other specialist environments and classrooms and will need to be disinfected at the end of each day by the Librarian.
- C. Information Technologies
1. Additional PPE of gloves, gown and face shield will be provided for ITSC staff upon request.
 2. ITSC will not be required to work on or provide support for equipment that is not district property.
 3. Technology Services (salary and hourly) employees may continue to work as outlined in the 2020-2021 MOU until the air quality report comes back and both parties can review and discuss the results and next steps which may include remote work, returning to an onsite location, a rotation, hybrid model, or other configuration.
- D. Custodial Grounds Warehouse
1. The District will retrain and reinforce the procedures for the following:
 - a. Cleaning and sanitizing for COVID-19
 - b. Cleaning and sanitizing high-touch areas
 - c. Bathrooms and water faucets
 - d. Refilling classroom supplies of sanitizer/cleanser
 - e. Isolation room cleaning and sanitizing
 - f. Filter replacement
 2. To account for the added custodial workload due to shortage of custodial staff and COVID related duties overtime will be approved to meet responsibilities
- E. The District will provide individual staff cubicles at the FROC to ensure 6ft of distancing and plexi-glass to mitigate safety.
- a. Families will be scheduled by appointment only
 - b. Use of digital tools such as phone and video conferencing will be used as much as possible to limit in-person meetings

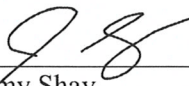
XI. Indemnification

- A. The District will defend any employee who is following district guidelines 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 and employee alleging responsibility for student safety whether the employee was physically present or working remotely, so long as the employee is following district guidance and instruction to the best of their ability.
- B. 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 the discipline related to COVID-19 will only be issued when there is a gross violation of the district guidelines.

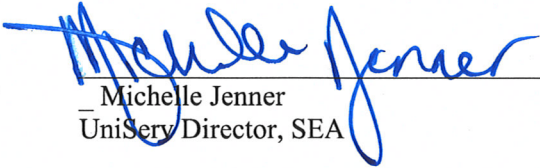
XII. Duration

This MOU shall remain in full force and effect through August 31, 2022. If the COVID emergency extends beyond the 2021-2022 school year, the District and Association will bargain an additional MOU. 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 come into effect during this time, the District shall comply with such binding guidance or legislation and notify all employees, students and families of updated requirements. Should the guidance impact working conditions, the parties will reconvene.

FOR THE ASSOCIATION:



Jeremy Shay
President, Spokane Education Association




Michelle Jenner
UniServ Director, SEA


August 27, 2021

Date

FOR THE DISTRICT:



Jodi Harmon
Executive Director, Human Resources



Adam Swinyard, Ed.D.
Superintendent, Spokane Public Schools

August 27, 2021

Date