



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 is 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 face coverings when in any school Health and Isolation Room.
 2. Employees may have the option of continuing to wear face coverings and the district will continue to provide them for those that opt to wear them.

- B. 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.
- C. 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.

II. Instruction

- A. Teachers shall not be asked or required to teach virtually and in person at the same time.
- B. Cohorting is no longer required; students from multiple classes may be taught in large and small groups.
- C. 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. Elementary students will eat breakfast and Lunch in their classrooms unless the school uses their school decision making process to determine if lunch and/or breakfast would be better served in the multipurpose room. All considerations need to be thought through thoroughly. (custodial impact, NS impact, secretarial clerical impact, supervision in multipurpose room etc,) If determined by the school decision making process to eat breakfast and/or lunch in the multipurpose room this will take effect no sooner than April 4th. When the decision is being made, all affected staff shall be included in the decision-making process, to include Nutrition Services, CGW and Secretarial Clerical staff.

- B. For safety purposes, schools that choose to eat in the multipurpose room, adequate time will be allotted for cleanup prior to any classes being held in the room.
- C. Elementary students eating 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.
- D. **Elementary Breakfast if eating in the classroom**
1. Breakfast may 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.
- E. **Elementary Lunch if eating in the classroom**
1. Students may 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. 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” if available 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. The district will provide each classroom a disposable dry wipe to clean up liquid spills.
 10. Clear guidance will be provided on how custodial staff will launder their cleaning rags to ensure they are sanitary.
 11. 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.

IV. Exposure, Isolation, Quarantine and Testing

- A. 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. Staff who have symptoms of COVID-19, should refrain from coming to work.
- E. 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.
- F. 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. 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.

VII. 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.

VIII. Communication with Students and Families

- D. Students and their families will receive communication from the building and/or district regarding health and safety expectations, 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/worksites 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, , ensuring that the buildings are following all safety guidelines.
 - b. COVID Workplace Safety committees will meet monthly to address safety concerns brought forward by school staff.
 - c. The Association may request site specific meeting minutes through Labor Management.
 - d. 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.
- A. Custodial Grounds Warehouse
1. The District will retrain and reinforce the procedures for the following:
 - a. Isolation room cleaning and sanitizing
 - b. Filter replacement
 - c. Refilling classroom supplies of sanitizer/cleanser
 - d. Bathrooms and water faucets

2. In the event there is an outbreak and/or a classroom is closed the following will occur:
 - a. Cleaning and sanitizing for COVID-19
 - b. Cleaning and sanitizing high-touch areas

IX. 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.

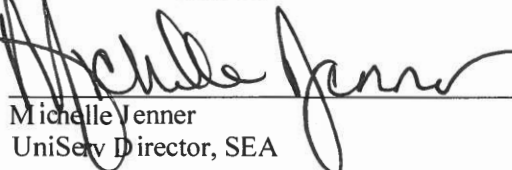
X. Duration

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:




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March 11, 2022
Date

FOR THE DISTRICT:



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

March 11, 2022
Date