

**Memorandum of Understanding
Between the San Juan Island School District and
The San Juan Island Education Association**

**Concerning School Year 2021-2022 Terms of Employment and
Delivery of Educational Services Impacted by the COVID-19 Crisis**

September 29, 2021

The District and Association agree upon this Memorandum to address terms of employment and the delivery of educational services which may continue to be affected by the COVID-19 pandemic. This agreement reflects our ongoing shared interest in prioritizing the protection of public health, providing high-quality educational services, ensuring equity for students of color and traditionally underserved students in accessing services and support, and clarifying employment matters during this public health crisis.

A. Educational Program and Configurations

1. The District will adhere to OSPI guidance concerning the educational program and delivery of services during the ongoing COVID crisis. The District and Association will continue to work collaboratively to adjust to evolving circumstances which affect the educational program and the delivery of services. If OSPI and/or other State authorities determine districts must return to alternative instructional modalities (e.g., remote or hybrid learning models), the parties will meet to consider such requirements and negotiate the impact on wages, hours, and working conditions as necessary. The District will make decisions to resume or curtail onsite operations based on strict adherence to state and local health department, OSPI, Labor & Industries, or other governmental guidance or directives concerning safely reopening in-person. The District commits to a decision-making process that is informed by science-based data as established by health department officials so as to protect the health and safety of staff, students, and the public to the greatest degree reasonably possible.
2. **Learning Configurations:** The configuration of learning groups, i.e., how students are grouped for the purposes of instruction or the delivery of support services, including the non-customary configuration of facilities which may be necessary or desirable to provide for social distancing, will be determined jointly to the greatest degree possible by the District and employees from affected staff teams/groups.

B. Vaccination Requirement

1. The District will adhere to all State mandates and requirements concerning the vaccination of employees. State law currently requires all District employees to be fully vaccinated against COVID-19 no later than October 18 as a condition of continued employment. Accordingly, employees must provide verification to the District of having received the first dose of a 1-shot regimen vaccine or the second dose of a 2-shot regimen vaccine by October 4 (14 days prior to when the employee will be considered fully vaccinated). In accordance with the State mandate, any one of the following forms of verification will be recognized as evidence of compliance: A Centers for Disease Control (CDC) COVID-19 Vaccination Record Card; Written verification from a licensed physician attesting to the employee's COVID-19 vaccination; Verification from the State COVID-19 immunization data base, or for an individual who was vaccinated outside of the United States, a reasonable equivalent of any of the above.

- a) For compliance purposes, the vaccination status of employees will be maintained confidentially by the District in a secure section of District personnel records.
 - b) The District will not disclose the vaccination status of an employee unless required by law.
 - c) No photocopies or electronic copies will be taken of the documents used to verify the employee's vaccination status. Any photos or electronic copies submitted by employees to the District will be securely and permanently deleted from the District server once verified.
2. Employees may access up to one (1) paid day of COVID-19 leave to be vaccinated and to recover from vaccine side-effects.
Employees may access one (1) paid day for the third dose or booster shot when it is recommended but healthcare providers.
3. The District will adhere to State and federal law concerning medical or religious exemptions and will determine whether accommodations are reasonable or an undue hardship. If an accommodation is granted, the District may require the employee to follow additional protocols to protect public health and safety. These may include but are not limited to: periodic COVID-19 testing, utilization of additional PPE, and adherence to alternative physical distancing guidelines.

C. Health and Safety

1. The District and Association will continue to work collaboratively at the District and site-level to ensure compliance with prevailing Washington State Labor & Industries Division of Occupational Safety and Health rules or other applicable federal, state, or local occupational health and safety rules.
2. Compliance with health and safety protocols is an essential function of the job and will be expected unless modified by specific, individual accommodations required by law. The COVID-19 requirements referred to in this MOU are based on current guidance from federal, state and county public health authorities. Should the guidance or requirements from these authorities change during the term of this MOU, the parties will follow the updated requirements and bargain the impact associated with new requirements as necessary.
3. **SJEA Advocacy Representatives:** The District will work with SJEA building representatives at each site to address building-specific concerns, compliance, and implementation of health and safety protocols. Employees are encouraged to bring any questions and concerns regarding COVID-19 health and safety conditions at the building to the attention of the administrator or a SJEA representative. Administrators and SJEA representatives will collaborate on solutions to site-specific issues and compliance with health and safety protocols. If a resolution cannot be reached, the issue shall be forwarded to the District and SJEA bargaining representatives for consideration.
4. **Health and Safety Communication:** Staff, students and their families will receive communication from building administration and/or the District regarding any changes to health and safety expectations, and these changes will be updated to the 2021-22 COVID-19 Safety Handbook, posted on the District website. Every attempt will be made to provide communication in the home languages of students' families/guardians and in multiple formats. The District will post in each classroom or workspace a notice of basic COVID-19 safety and health requirements for all persons present in SJISD facilities (e.g., proper mask wearing, physical distancing, handwashing, etc.) in a manner understandable by both adults and students. The District will post signage in a prominent location visible to all staff and students

at each entry informing them of the face covering requirement and will continue to follow L & I guidance as it evolves.

5. **Mask Requirement:** In accordance with current Department of Health requirements, correct use of cloth face coverings or masks will be required when indoors at K-12 facilities for all school personnel, students and visitors. A cloth face covering is 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 fabric with ties or straps that go around a person's head or behind their ears. Exceptions to the general face covering requirement will be permitted only as allowed by law.
6. **PPE and Handwashing:** The District will provide sufficient personal protective equipment to all employees and students and sufficient hand-washing facilities and supplies in accordance with Department of Health and Department of Labor & Industries requirements. The District shall allow PPE exceptions for students only as required by law. Staff may utilize their own compliant PPE. Hand sanitizer shall be provided for each classroom and workspace, with dispensers also positioned outside of bathrooms and in hallways near entries, exits, and intersections. Staff will have a supply of necessary PPE located at their work site. The District will review requests for supplemental equipment to facilitate effective instruction while using PPE, e.g., a voice-enhancement device, on a case-by-case basis.
7. **Physical Distancing:** Consistent with current Department of Health guidance, the District will make every reasonable effort to maintain physical distance of three feet or more between students and staff in classroom settings to allow for full-time, in person learning for all students. In the following circumstances, the District will maximize distance between students to the degree possible: for all students when masks cannot be worn, such as when eating lunch; in common areas outside of the classroom; during high-risk activities when increased exhalation or aerosolization occurs. Increased community transmission rates may prompt a need to modify the physical distancing requirements based on DOH requirements. The District will work with staff to arrange desks and configure the staff member's immediate workspace in a way that optimizes safety. Guidance will be provided to facilitate classroom set-up in such a manner as to ensure compliance with physical distancing standards.
8. **Student and Staff Compliance:** The District will establish a uniform approach to address students who are non-compliant with safety protocols, including PPE, handwashing, and physical distancing. This procedure will include culturally responsive student engagement strategies, rigorous adherence to safety protocols, and the removal of students who place others at risk (e.g., removing the mask of another student or staff person). Staff who encounter students or adults who refuse to comply will contact their administrator who will immediately intervene. In instances where students refuse to comply with health and safety requirements, administrators will contact and work with parents/guardians as necessary to intervene, discuss the situation, and develop a plan to allow the student to return or to provide an alternate learning arrangement. If employees in a building believe any health or safety requirements are not being enforced by administrators, employees shall bring the concern to the attention of their SJEA building representative. If not resolved at the building level, the concern will be referred to the District who must respond in writing to employees and the SJEA in a manner that is responsive to the concern.
9. **High-Contact Roles:** Certain staff roles, e.g., special education teachers, specialists, primary teachers, etc., require interaction with students and colleagues which may involve physical assistance, physical restraint, alternative PPE, or closer proximity to students than is consistent with social distancing requirements. The responsibilities of these staff may increase their risk during this pandemic. The

District will work with staff who request increased protection to jointly determine steps to provide increased protection in these circumstances. The parties recognize solutions may be unique to the circumstances and specific to staff assignments. The District will make every effort to implement jointly developed solutions. Reasonable costs associated with these solutions will not inhibit implementation of solutions aimed at protecting health and safety.

- 10. Working with Students without Masks:** Employees engaged in sustained close contact with students who cannot wear a mask for-recognized legal reasons shall, when possible, be notified in advance and provided all appropriate personal protective equipment (PPE), as outlined in the School COVID-19 Guidance Plan 2021-22. If an employee believes they should receive PPE and has not, then they may notify first their administrator and/or a SJEA representative to request the PPE. If not resolved at the building level, appeals may proceed to the District. While the situation is being resolved, the employee shall be provided the requested PPE or shall work collaboratively with the building administrator to modify the program or worksite to address the concerns. Nothing precludes the employee from reporting health and safety violations to L&I.
- 11. Cleaning:** The District will adhere to all Department of Health or other governmental requirements concerning cleaning and sanitizing facilities. The intent of the parties is to ensure continuous, vigorous efforts to maintain the cleanest possible work and learning spaces to the greatest degree reasonably possible. The District will provide approved supplies necessary to abide by the health and safety protocols within this agreement. After a student or staff member is sent home with COVID-19 symptoms, or the District learns of a confirmed case of COVID-19 currently or previously on District property, the District shall (a) close off the isolation space occupied by the ill person(s); and (b) clean, disinfect and ventilate per appropriate health and safety protocols. In instances where staff become aware of acute situations requiring attention or less than adequate measures, staff will contact their administrator on the building and/or SJEA representative who will immediately intervene. Staff with unique needs resulting from their assignment will work with the District to ensure adequate supplies are available, protocols and timelines are in place, and cleaning standards are met.
- 12. Indoor Air:** The District will ensure all HVAC systems are monitored, routinely maintained, promptly repaired, and comply with L&I and Health Department requirements to ensure systems are functioning properly to provide maximum fresh air supply, filtration, and circulation to help prevent the spread of the COVID virus. As necessary, the parties will discuss concerns related to such indoor air or environmental standards related to COVID as are established by governmental authorities to ensure appropriate implementation and compliance.
- 13. Exclusion of Students and Staff with COVID-19 Symptoms:** Staying home when sick with COVID-19 is essential to keep COVID-19 infections out of schools and prevent spread to others. Each building will have a plan for how to handle students who exhibit COVID-19 symptoms during the day. Staff with symptoms shall report to their supervisor and are expected to immediately remove themselves from the work site. An isolation space for students exhibiting symptoms will be identified at each school. Isolation spaces are subject to heightened health and safety protocols. Students with possible symptoms shall be assessed to determine if the student shall be placed in the screening room and sent home. Ventilation in the screening rooms shall adhere to the HVAC guidelines described above. Isolation rooms shall be immediately cleaned and disinfected before next use. Bathrooms shall be immediately cleaned and disinfected after each use by a student in the isolation space before next use of another student. Each student or staff member who has been excluded from school shall be informed of the requirements,

timeline, and process for them to safely return to school. The District will adhere to all Department of Health requirements regarding a) communication about COVID-19 confirmed cases and close contacts, b) quarantining, and c) contact tracing.

D. COVID-Related Health and Safety Training

All employees will be provided with training/communications regarding District health and safety protocols as well as those that are specific to their worksite. Training will occur periodically as necessary to address evolving conditions, and will include, at a minimum, the topics addressed in this MOU and the topics for which training is required by the Department of Health or the Department of Labor & Industries (e.g., physical distancing, PPE use, COVID-19 transmission and mitigation strategies).

E. Calendar and Workload

1. The parties recognize the ongoing COVID crisis may continue to create challenges that require administrators and staff to be flexible in structuring time and responsibilities. In the event that modifications are necessary, the parties will meet and negotiate such changes as may be necessary.
2. Workload concerns which arise as a result of COVID-specific circumstances, will be addressed first at the building level via discussions between affected employees and the administrator. SJEA building representatives may be included in these efforts to understand and address specific concerns. If a resolution cannot be reached, the issue shall be forwarded to the District and SJEA bargaining representatives for consideration.

G. Assignments and Leaves

1. The District will maintain existing staff assignments to the greatest degree possible during the crisis. Requests for alternative assignments will be considered under the Americans with Disabilities Act (ADA), the Washington Law Against Discrimination (WLAD) and the Health Emergency Labor Standards Act (HELSEA) for employees with legally recognized disabilities or high-risk worker status. If alternative assignments are not available or if an employee is unable to fulfill their professional responsibilities, the District will work with affected employees to identify available paid and unpaid leave, insurance benefits, and other governmental benefits available under law or this Collective Bargaining Agreement. The employee may elect to combine all these leaves in a manner that is most generous in providing leave for the duration of any incapacitation or unavailability.
2. The same considerations for reassignment or leave described above shall be applied to situations in which an employee is diagnosed with COVID-19 or quarantined as required by current and relevant public health standards. Reassignment in cases of workplace exposure may include temporary remote teaching or other work in situations in which it facilitates learning for students and is determined by the District to be feasible.
 - a) When an alternative remote assignment is unavailable, employees who are required to quarantine at home due to an exposure at a District worksite as required by the Department of Health shall be afforded a cumulative total of up to seven (7) days of paid administrative leave in the 2021-22 school year for the duration of the quarantine or illness provided the employee seeks COVID-19 testing. These leave provisions apply to all employees until October 18, 2021, after which employees

must be fully vaccinated. The paid administrative leave provision above will not apply to those staff that are not fully vaccinated after October 18th unless they have an approved exemption.

H. Evaluation

In the event that OSPI provides guidance or creates new requirements concerning employee evaluation, the parties will negotiate such revisions as may be necessary.

I. Enforcement and Expiration

This MOU is not precedent-setting and is intended to address the specific and unprecedented COVID crisis. This Memorandum applies to all San Juan Island EA represented employees. All matters arising under this Memorandum shall be governed by and construed under and in accordance with the laws of the State of Washington. If any part of this Memorandum is invalid or unenforceable, the remaining provisions shall continue to be valid and enforceable. Disputes relating to this Memorandum will be subject to the grievance and arbitration provisions of the Collective Bargaining Agreement. This Memorandum of Understanding will remain in place for the duration of the 2021-2022 year. All other provisions of the Collective Bargaining Agreement remain in full effect. Given the evolving nature of the issues arising during this crisis, the parties will bargain the impact of changes to terms and conditions of employment either addressed or not yet addressed in this MOU as necessary.

Agreed to this 1st day of October, 2021.

Association Representative: 

District Representative: 