

Changes/updates to the MOU from last year are highlighted in green.

**Memorandum of Understanding
between
Vashon Island School District
and
Vashon Education Association**

The purpose of this Memorandum of Understanding is to commemorate, in writing, an understanding between the Vashon Island School District (District or VISD) and the Vashon Education Association (Association or VEA) related to the COVID-19 virus outbreak for the 2021-2022 school year.

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Background

The COVID-19 pandemic continues to create a public health emergency and the governor, Office of the Superintendent of Public Instruction and other state agencies have issued requirements for the 2021-2022 school year that substantially affect the wages, hours, and working conditions of Association members;

And as 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 to the following:

Section 1: Health and Safety

1. The Vashon Island School District will adhere to all of the safety and health requirements necessary to ensure the safety of staff who work on site. This includes enabling and enforcing appropriate social distancing guidelines and limits to group size, sanitation and disinfection of work spaces, health screenings, vaccinations, PPE provision and enforcement, and any other recommendations/guidance prescribed by all applicable public health agencies.
2. COVID-19 presents unique health, family, disability and staffing challenges for the District and its employees. The following provisions are included to provide clear, objective, and practical options for the District and the employees facing those challenges. In all cases, strict compliance with all relevant District safety and health rules will be an essential function of each employee's job. Health and Safety protocols are detailed in Appendix A.

8. Safety Committees - Building safety committees will be created and review district documents and plans in order to create building-specific strategies related to COVID-19 and help resolve issues that arise.

a. The primary focus of Building Safety Committees will be building readiness and adherence to safety standards for COVID-19 L&I, DOH, and state guidance. Minutes will be taken at each meeting and available for review by the District Safety Committee, the Department of L&I, and other interested parties.

i. The Building Safety Committee minutes will be emailed to the building staff, within two school days.

b. Building Safety Committee members will be compensated at the curriculum rate of pay for 20-21, \$32.95.

Section 2: Compensation and Benefits

1. **Compensation.** Employees will remain in regular paid status, and will not lose any compensation or benefits as a result of any hybrid model or school closure related to COVID-19, through the end of the academic student year with salary payments spread out over summer months, as normal. Individuals who are eligible for benefits under the provisions of the collective bargaining agreement shall maintain their benefits.
2. **Co-curricular Stipends.** The administration will present salary proposals to the Labor/Management team. In September, the Labor/Management team will review and approve salaries for club offerings for the 2021-2022 academic year and consider proposals (if any) for reclassification of stipend level.

Section 3: Work and Communication Expectations

1. **Distancing** - Each building's safety team will continuously review policies and implement building-specific strategies to increase physical distancing based on needs and available capacity. The parties adhere to the following current state guidelines around physical distancing:

"Physical distancing requirements should not prevent a school from offering full-time, in-person learning to all students/families in the fall. 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. A school's ability to do so will depend on students' ages, developmental and physical abilities, and available space."

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

2. **Meals** - Individual buildings will create lunch plans that follow current CDC and state guidelines around making school spaces safer for meal times. These plans will be reviewed by safety committees at each school. Building meal plans will address:

In appendix B, work and communication expectations for distance and hybrid learning from the 2020-21 Memorandum of Understanding will be included and will be followed if distance or hybrid learning is needed. The district and VEA will meet in labor management to review these expectations and update as needed.

6. **Curriculum Nights, Open Houses and other visitor events** - VISD will hold visitor events in appropriate settings based on the prevalence of COVID-19. The number of visitors and the space requirements will be considered when determining whether an event will be held in person, virtually or outdoors. L&I directives 170 and 171 social distancing Directives as stated above will also be considered. Individual building safety committees will consult in making these decisions.

Section 4: Student Success

1. **Prioritizing student needs.** The district shall prioritize the needs of traditionally marginalized student populations, focusing on equitable education and services for students of color, students living in poverty, students who identify as LGBTQ+, Special Education students, and ELL students.
 - a. Extra-curricular opportunities and clubs for students shall be made available either in-person according to all OSPI, DOH and WIAA guidelines or shall be provided remotely, as much as possible.
 - b. All district and building level communication shall be provided in students' families home language and shall be available electronically and in print.
 - c. No student shall be penalized because of lack of access to technology or remote learning platforms, or because of lack of access to transportation, or because they are caring for family members/ siblings.
2. **Special Services.** Special Education and other Special Services teams will determine appropriate implementation of service delivery models with the Director of Student Services and/or appropriate Program Administrator. Decisions from these teams will be communicated to VEA leadership.
 - a. IEP Teams will continue to guide individual learning plans (IEPs) to meet the needs of individual students with special needs.
 - b. Extra compensation for remote working locations, e.g. mileage, additional hourly rate, etc, will be a part of the special service delivery model joint decision.
 - c. Special Education and Special services teams will determine the appropriate setting of meetings with parents and have the option of utilizing remote meetings as needed.
3. **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. The district shall design age and culturally appropriate student expectations for safety protocols. These expectations shall be enforced equitably across the district.
 - b. The district shall provide face coverings for all students. No student shall be permitted to enter any school facility unless they are wearing a face covering,

entitlement is a unique and temporary response to a global pandemic and is not expected to be repeated or continued for other vaccine-preventable health conditions in the future. This leave entitlement shall expire at the end of the 2021-22 school year

1. **Employees with COVID-19/Suspected COVID-19:** Employees who have been diagnosed with COVID-19, or are experiencing symptoms of COVID-19 and are seeking a medical diagnosis, may not come to work at a District work site and may access any or all of the following benefits under the terms of the applicable collective bargaining agreement (CBA) or law:
 - a. Emergency Paid Sick Leave (EPSL) under the **expired** Federal Families First Coronavirus Response Act (FFCRA), with possible supplementation up to the employee's regular daily salary if the employee's salary exceeds the statutory EPSL cap (\$511/day) by other paid leaves identified below;
 - b. Wellness leave;
 - c. Shared leave;
 - d. Washington Paid Family Medical Leave (PFML) (can be used as supplemental benefit);
 - e. Worker's compensation (Under certain circumstances, claims from health care providers and first responders involving COVID-19 may be allowed. Other claims that meet certain criteria for exposure will be considered on a case-by-case basis.)
 - f. Family Medical Leave Act (unpaid leave except for continued health insurance benefits);
 - g. Unpaid leave of absence for the period of the temporary disabling condition;
 - h. Long-term disability benefits; and
 - i. Unemployment benefits.

2. **Employees Quarantined Due to Possible Exposure to COVID-19:** Employees who have been advised by a public health agency to quarantine at home due to possible exposure to COVID-19 may not come to work at a District work site and may access any or all of the following benefits under the terms of the applicable collective bargaining agreement (CBA) or law:
 - a. Alternative assignment for work/services which may be provided from home, if available (see paragraph 7 below);
 - b. EPSL with possible supplementation up to the employee's regular daily salary if the employee's salary exceeds the statutory EPSL cap (\$511/day) by (a) paid administrative leave if the quarantine was due to reported exposure at a District work site; or (b) other paid leaves identified below if the quarantine was due to reported exposure elsewhere;
 - c. Paid administrative leave if the employee has exhausted EPSL, an alternative work assignment for work/services provided at home is unavailable, and the quarantine was due to reported exposure at a District work site;
 - d. Wellness leave;
 - f. Unpaid leave of absence for the period of the quarantine; and
 - g. Unemployment benefits.

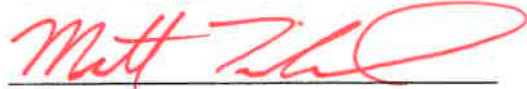
- b. EPSL with possible supplementation up to the employee's regular daily salary if the employee's salary exceeds the statutory EPSL cap (\$200/day) by other paid leaves identified below;
 - c. Leave for illness, injury or emergency;
 - d. Wellness leave;
 - e. Unpaid leave of absence.
6. **Employees with Children Impacted by School Closure:** An employee who must care for the employee's child because of a school closure or unavailability of the care provider due to COVID-19 precautions may choose to come to work at a District work site when required by the employee's assignment or may choose to access any or all of the following benefits under the terms of the applicable collective bargaining agreement (CBA) or law:
- a. Alternative assignment for work/services which may be provided from home, if available (see paragraph 8 below);
 - b. EPSL with possible supplementation up to the employee's regular daily salary if the employee's salary exceeds the statutory EPSL cap (\$200/day) by other paid leaves identified below;
 - c. Emergency Family and Medical Leave (EFML) under the FFCRA (partially unpaid, and partially paid at 2/3 regular wages up to a maximum of \$200/day) with possible supplementation up to the employee's regular daily salary by other paid leaves identified below;
 - d. Wellness leave;
 - g. Unpaid leave of absence.
7. **Alternative Work Assignments Provision One- Temporary Alternate Assignment:** When an employee's regular 2021-2022 assignment requires work/services at a District work site and the employee cannot work at a District work site on a temporary basis due to conditions under paragraphs 1, 2 or 3 above, the District will attempt to accommodate these circumstances by assigning the employee to available work that can be provided remotely from home on the condition that the employee is qualified, prepared and willing to provide such services. When choosing from among multiple employees for the same available assignment, the District will prioritize employees in the following order:
- a. Employees who hold the appropriate training, licensing, endorsement (or out-of-endorsement waiver) or other qualifications for the position;
 - b. Employees with COVID-19/suspected COVID-19;
 - c. Employees quarantined due to possible exposure to COVID-19; and
 - d. Employees caring for someone with COVID-19/suspected COVID-19.
- If two or more employees qualify for a temporary assignment under the priorities above, the District will award the assignment on the basis of seniority.
8. **Alternative Work Assignments Provision Two- Full School Year Alternate Assignment:** When an employee's regular assignment requires work/services at a District work site and the employee would prefer to not work at a District work site for the 2021-2022 school year due to conditions under paragraphs 4-6 above, the District will

This Agreement made this _____, 2021.

Vashon Education Association

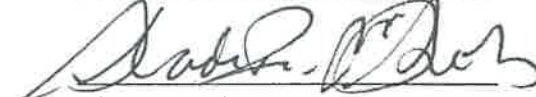


Amanda Long, Co- President



Matt Tilden, Co- President

Vashon Island School District



Slade McSheehy, Superintendent



Amy Sassara,

Director of Human Resources

Appendix A- VISD Health and Safety Protocols

1. **Face coverings and PPE.** All employees, students, and building visitors shall wear a cloth face (nose and mouth) covering or protective face shield while at the worksite, except:
 - those with a disability that would prevent them from comfortably wearing or removing a face covering
 - those with respiratory conditions that would prevent wearing face covering, or trouble breathing

this purpose. Only RNs or designated health support staff shall be required or expected to supervise students who are excluded with COVID-19 symptoms.

4. **Sanitation of facilities.** The district shall provide custodial support to disinfect all surfaces used by students in between use by different students. For example, custodial support shall be provided between classes and after lunches and meals to disinfect desks, computers, and other equipment, if students transition into a space that was occupied by a different group of students. Supplies will be provided to staff members for use by students during the school day.
5. **Handwashing and Hand Sanitization.** The district shall provide adequate facilities, including running hot water, and supplies for staff and student handwashing and sanitization as required by state agency guidelines.

Appendix B - Work and Communication Expectations for Remote and Hybrid Learning

1. Staff Meetings.

- a. Staff meetings, including professional development, will be conducted remotely during school closures. In a hybrid model, in person attendance will be at the discretion of the employee and remote access will be offered for every meeting.
 - i. On non-student contact days, no employee shall be required or expected to report to any district facility for remote staff meetings or professional development.

2. **Remote/Distance Learning.** The Association and the District will collaborate to ensure that remote and hybrid plans prioritize the needs of traditionally marginalized students first.

Expectations during periods of distance learning:

- a. All employees should be available to participate in online meetings during normal work hours as requested by building administration.
 - Weekly Staff Meetings as necessary
 - Weekly PLC Meetings as necessary
 - i. Other meetings necessary to accomplish work with colleagues, students/families, leadership teams, IEP and 504 meetings, etc. will occur outside of the times scheduled for the above planned meetings.
 - ii. If an emerging issue necessitates an unexpected and necessary staff or District-wide online meeting, staff will be given as much notice as possible that said meeting will take place.
- b. Employees shall check and respond to emails regularly.
- c. Employees are responsible to:

member unless it has been first offered to all employees in high-risk categories (see Section 5).

7. Recordings.

a. **Recording Staff Meetings/Other Meetings.** Meetings will not be recorded unless all staff present are made aware.

b. **Recording Lessons.**

- i. Staff may choose to record lessons/sessions with students. If students are present, staff will follow all District policies and guidelines to address privacy issues. District will clearly communicate these to staff at the start of the school year.
- ii. A recording may be used in the evaluation process, if the educator chooses to submit the recording as evidence
- iii. Building/program staff and their administrators will meet and discuss both protocols and privacy impacts of recording and posting lessons in order to ensure that there is equity of access.