

**Memorandum of Understanding**  
**Between the Seattle Colleges District VI and AFT Seattle Local 1789**

This memorandum of understanding serves to define an agreement between the parties for the Spring Quarter 2022 as a continued response to the Covid-19 pandemic and the impacts on faculty, students, and instruction.

The Seattle Colleges is regulated by Washington State Law as it applies to our higher education system. Decisions made during the pandemic are governed by relevant RCWs, temporary guidelines from the State Board of Community and Technical Colleges, the Public Employee Benefits Boards, and declarations from the federal and state governments, and state and local agencies. The collective bargaining agreement between SCD and AFT Seattle 1789 remains in force. This MOU addresses and temporarily revises provisions as stated in the points below.

Effective November 1, 2021, SCD continued to transition its operations from primarily remote to primarily “on-campus”. This process includes the following:

1. Consistent with Governor’s proclamation 21-14.1, all employees of SCD must provide evidence of being fully vaccinated against COVID-19 or be approved for an exception and accommodation for a disability or sincerely held religious belief prior to engaging in work for SCD.
2. Consistent with Governor’s proclamation 20-12.5, the District required students affirm their vaccination status or be approved for an exception and accommodation for a disability or sincerely held religious belief prior to registering for classes. Student who do not attest to their vaccination status, or are approved for an exception and accommodation for a disability or sincerely held religious belief, consistent with Governor’s proclamation 20-12.5 have had a registration hold placed on their account. Such holds must be lifted before registration is permitted. In March, Seattle Colleges began a pilot program at all three colleges to conduct random audits to verify the vaccination attestation of students attending on-campus instruction. These random audits will continue through Spring Quarter. The audits will consist of selecting a random sampling of student ID numbers, a small group of students who have already attested that they are vaccinated will be asked to upload their CDC vaccination cards for verification.
3. Consistent with Secretary of Health’s order 20-03.8, face coverings will not be required in most places. SCD continues to encourage mask wearing and will require masks in certain situations or locations (as permitted under the [current higher education guidelines](#)). This may include where other safety measures may not be reasonable. As such, all students, faculty, staff, and community members should continue to bring a mask when visiting a Seattle Colleges location. Areas requiring masks will be clearly marked with new signage, and masks will continue to be provided at centralized locations on each campus.

Masks will continue to be required in some instances, including but not limited to:

- Clinical and other health-care settings and educational programs (dental hygiene, respiratory care, nursing, EMT, NA-C, etc.).
  - For those who test positive and are returning to campus after isolation at home.
  - For those who have been exposed to someone with COVID
4. SCD remains responsible for enforcement of all safety protocols at all campuses.
  5. SCD and its colleges will continue to collaborate with community partners to provide access to COVID-19 related resources (e.g. “pop-up” vaccination clinics, access to rapid tests, etc.) to not only those they serve directly, students and employees, but the surrounding communities which they serve. SCD, and its colleges, shall make reasonable efforts to identify and work with community partners to provide these resources on campus, to the extent community partners are ready, willing, and able.

#### **Faculty Assurances:**

1. If at any time faculty have concerns with respect to safety in their classroom or work environment, they should avail themselves of paragraphs 8 and 9 under the heading *Health & Safety*, below. Faculty who have concerns with respect to safety are encouraged to contact an AFT representative as well as their dean or unit administrator.
2. Individuals will suffer no restraint, discrimination, coercion, or reprisal for raising concerns, requesting adjustments to their assignment for Spring Quarter 2022, or otherwise invoking the MOU provisions.
3. AFT and SCD recognize that Unit Administrators worked collaboratively with faculty to determine course modality for the Spring Quarter prior to the negotiation of this MOU, to determine the most appropriate delivery mode of instruction.
4. Reference desk hours for library faculty and in-person counseling hours for counseling faculty will be determined collaboratively between the Unit Administrators and faculty, to ensure student needs are met.
5. SCD will publish on its website the vaccination versus exemption rate for students registered for Spring Quarters 2022 classes. Data will be disaggregated by college. SCD will update this information as practical, with a second update no later than the fifth day of the quarter.
6. SCD will publish on its website data regarding suspected or confirmed cases of COVID-19 reported to SCD. Data will be disaggregated by college. SCD will update this information weekly.

7. Faculty will not be subject to disciplinary actions for data breaches, including those that result in FERPA issues, arising from the shift to fully online and virtual courses caused by COVID.
8. Faculty will not be subject to disciplinary action for unintentional gaps in meeting ADA requirements. In the event that an approved reasonable accommodation for a disability results in a material increase in faculty workload, SCD will comply with 6.8.A and 6.8.B of the CBA. Faculty continue to not be responsible for determining appropriate accommodations for students with disabilities. Such inquiries should be directed to the appropriate staff within student services.
9. Faculty will not be held liable for positive COVID cases nor their effect on campus operations.
10. Faculty will not be subject to discipline for the acts in points 7, 8, and 9 above unless the act or omission is grossly negligent, willful, or intentional.
11. Nothing in this MOU shall restrict the existing rights of faculty under Article 6.9 of the current CBA.

#### **Health & Safety:**

1. SCD recognizes its duty to protect the health and safety of all members of the Seattle Colleges District community by establishing and maintaining a healthy and safe work environment and to ensure employees, students and visitors comply with required health and safety measures. SCD will provide support to meet COVID safety requirements for on-site teaching and learning in the form of safety training, making masks available to employees for use at work, cleaning and disinfecting, arranging furniture, PPE availability, and safety enforcement. Faculty are not expected to perform the duties contractually performed by employees outside the faculty bargaining unit as part of their regular job duties. SCD will make masks available for use in all classrooms, libraries, and counseling departments. Masks for use by faculty shall be located in classrooms or near faculty mailboxes or faculty offices on each campus.
2. SCD will take all feasible and reasonable precautions to protect the safety and health of its employees.
  - a. SCD will follow Labor and Industries guidance for returning to in-person instruction, including, but not limited to [Division of Occupational Safety and Health Directive 1.70](#).
  - b. Upon request, SCD will provide faculty with alternative space to meet with students should their office prove inadequate.
  - c. HVAC systems will continue to be reviewed for possible updates with a minimum of MERV-13 filtration and/or UVC sterilization and increased ventilation pressure

per OSHA and American Society of Heating, Refrigerating and Air-conditioning Engineers (ASHRAE) guidelines. Improvements will be made, when possible, as determined by SCD. SCD will provide HVAC system performance tests to AFT after system performance testing or upgrades are made and upon request.

- d. SCD will continue to provide regular training upon request to all faculty on topics including: how to report potential COVID-19 cases among students, visitors and employees, education about SARS-CoV-2, the virus that causes COVID-19, and how to prevent transmission in the language best understood by the employee. This information is readily available on the Seattle Colleges COVID 19 Website.
  - e. SCD will maintain procedures and protocols for employees and students to report a suspected or confirmed case of COVID-19, as well as to make sure, to the extent permitted and reasonably possible, sick employees and students are not on campus.
  - f. Supervisory or management staff must be available to address conditions when necessary.
3. SCD will follow Labor and Industries guidance for returning to in-person instruction, including, but not limited to Division of Occupational Safety and Health. Safety and health guidelines will be kept up-to-date and available to faculty (and all employees) on the SCD website. <https://www.seattlecolleges.edu/coronavirus>
  4. Unit Administrators and HS will provide support to programs and faculty in planning the return to campus for Spring Quarter.
  5. Programs (and/or individual courses) are not required to complete new “return to campus plan” for Spring Quarter 2022. It is the responsibility of the Unit Administrator, in consultation with the impacted faculty and SCD Health and Safety Division to complete the such a plan, if it is desired.
    - a. Existing approved “return to campus” plans for classroom spaces that required adjustments such as social distancing, physical barriers, reduced capacity, improved ventilation, change in workflow or similar additional safety precautions to ensure a safe working environment consistent with then applicable health and safety standards shall remain in place for Spring Quarter. In most cases, these plans were used in apprenticeships, professional/technical and laboratory classrooms.
    - b. During Spring Quarter, a Unit Administrator may initiate a review of these existing “return to campus” plans. An individualized assessment may be conducted by Health and Safety, in consultation with the unit administrator and impacted faculty. Such assessments and any resulting safety standards will be reduced to writing and provided to the unit administrator, impacted faculty, and AFT. Faculty will be compensated at the regular stipend rate for work on such a plan (other than *de minimis* consultation, e.g. less than one-hour of work). If faculty are concerned by

the proposed changes, they can avail themselves of the remedies in #8 below by reporting their concerns to Health and Safety and AFT.

- c. “Return to campus” plans that did not require any such adjustments to working conditions as described above are no longer applicable. All classrooms used for traditional lecture classes remain subject to COVID-19 safety requirements developed by the Department of Health.
6. SCD will publish basic safety standards for different types of on-campus activities.
  7. SCD will distribute to all faculty via their Seattle Colleges email, prior to the start of Spring 2022 quarter, specific guidance for how to respond in the event of a potential COVID-19 exposure reported to them or involving their professional activities.
  8. If a faculty member is concerned that safety measures are inadequate to ensure faculty and student safety, the faculty member will work collaboratively with their unit administrator and SCD Health and Safety to determine additional measures that may be deployed to address the concern. Faculty will have the right to work with Unit Administrators to request deployment of other types of protection, such as but not limited to:
    - a. Taking into account the needs of all currently enrolled students, change the modality of the course instruction as the result of changes in the rate of community spread or rate of infection within King County or changes in public health guidance.
    - b. Use of larger spaces that are available;
    - c. Less frequent in person meetings;
    - d. Physical (social distance) to maintain a buffer between people or an equivalent level of protection. SCD is not currently required to reduce room occupancy or class capacities to facilitate distancing except as described in a current and approved return-to-work plan;
    - e. Physical barriers; OR
    - f. Ventilation, including moving classes to outside spaces.

Discussions regarding the safety of faculty and the students in the classroom will be led by faculty for a primary solution, in collaboration with SCD Health and Safety. Taking into account the needs of the involved faculty, deployment of specific safety measures or protection, whether or not explicitly enumerated above, will depend upon factors such as, but not limited to, the nature of the instructional activity, availability of other measures, and if the measure mitigates the concern. The safety of faculty and the students in the classrooms will be the primary determining factor in deciding appropriate safety measures.

9. SCD will implement the following minimum safety requirements prior to any face-to-face instruction, regardless of whether or not a particular course is covered by an approved return-to-campus plan.
  - a. SCD will maintain regular cleaning and sanitization of common-touch surfaces consistent with the applicable standards. Surfaces that are regularly touched by individuals will be cleaned regularly to maintain a visibly clean state (no obvious soiling, smearing, or streaks), at least daily;
  - b. SCD will encourage frequent and adequate employee handwashing and provide needed facilities;
  - c. SCD will not require any faculty members to be closer than six (6) feet to their students during instructional activities, unless consistent with an approved return-to-campus plan and this MOU; and
  - d. Cleaning supplies will be available to faculty to do spot cleaning when faculty deem necessary.
10. If a faculty member believes that conditions are unsafe, the face-to-face classes may be suspended temporarily at the discretion of the Unit Administrator, or designee, or faculty, in consultation with the faculty and the District's Health and Safety ("HS") staff, in order for HS to investigate the concerns of faculty. Protocols for reporting potentially unsafe working conditions, including related forms and response protocols continue to be found here: <https://seattlecentral.cedu/about/administrative-services/environmental-health-and-safety/incident-and-hazard-reporting>. SCD reaffirms Article 6.4.A of the CBA that no faculty member should work, or be directed to work, in a manner or condition that does not at least comply with minimum accepted safety practices or standards as established by applicable law
  - a. The H & S shall investigate and provide a written response to the concerned faculty member within 3 working days.
  - b. If it is determined that face-to-face classes will not be suspended, there may be a need to hire substitute faculty.
  - c. If it is determined that the concerned faculty member cannot continue to teach in-person, the faculty member will not suffer financial loss for the remainder of the quarter.
  - d. If it is determined by the unit administrator and District Health and Safety that the concerns of the faculty member were addressed in a written and HS approved plan, and the faculty member later decides that they will not be teaching face-to-face, then they will not be compensated.
  - e. Disputes regarding a decision made under this section of the MOU will be subject to grievance procedure in the CBA.



11. Faculty will not be penalized in any way for reporting unsafe working conditions and/or for their refusal to continue working under unsafe working conditions as determined by H&S.
12. If conditions change, then SCD will work with Faculty and Administration to adjust measures as needed.
13. In the event of a potential COVID-19 exposure or illness event on-campus, SCD's HS team will follow established protocols for responding to such an event. Currently, this protocol can be found here:  
[https://www.seattlecolleges.edu/sites/seattlecolleges.southseattle.edu/files/inline-files/CampusProceduresWhenSomeoneIsSick\\_v2.0\\_0.pdf](https://www.seattlecolleges.edu/sites/seattlecolleges.southseattle.edu/files/inline-files/CampusProceduresWhenSomeoneIsSick_v2.0_0.pdf).
14. Understanding that faculty may have ethical and professional obligations that may interfere with contact tracing reporting procedures, SCD will work with impacted faculty to explore solutions as situations arise.
15. Faculty who are considered at high risk for COVID-19 under the Health Emergency Labor Standards Act, or otherwise have a medical condition that constitutes a disability that may require remote work, may request reasonable accommodation consistent with District policy by requesting the necessary forms and paperwork from Human Resources.
16. SCD abides by the Health Emergency Labor Standards Act, which prohibits the discharge, permanent replacement, or discrimination against an employee who is at high risk of contracting COVID-19 for seeking accommodation that protects them from COVID-19 exposure during a declared public health emergency.
17. SCD abides by the applicable laws and regulations regarding medical conditions that may constitute a disability (e.g. The Americans with Disabilities Act, the Rehabilitation Act, etc.). As such, in addition the protections afforded by the Health Emergency Labor Standards Act, faculty are reminded that they may request reasonable accommodations for a medical condition which may constitute a disability through Human Resources.

#### **Faculty Instructional Workload, Pay and Benefits:**

1. Faculty who are required to hold scheduled office hours may, in consultation with their unit administrator, fulfill the office hour requirements through a combination of asynchronous and synchronous time spent with students. Both AFT and SCD acknowledge that even in remote learning situations, many students request and need synchronous interaction with their faculty.
2. SCD will exercise the fullest amount of flexibility allowable when evaluating a faculty's leave request related to a response to COVID-19, including leave requests for high-risk employees. Leave will be granted to accommodate vaccination appointments as well as dealing with symptoms from vaccination.

3. If SCD elects to close a class, program, or campus due to a COVID-19 outbreak, either temporarily or for the quarter, faculty compensation shall not be negatively impacted, consistent with the CBA. In the event of the foregoing, SCD will provide notice to AFT.
4. In the case where an existing class section has been split into smaller sections to meet previous COVID-19 in-person regulations, a faculty member will be paid for all hours of the smaller sections at their instructional pay rate. If there is a need for 4 or more additional instructional hours per week, additional faculty may be assigned a portion of the workload at their instructional pay rate.
5. If there is a need to extend instruction for a class or program beyond the end date of a quarter, faculty and their unit administrator will collaboratively develop the workload and set the instructional schedule. Faculty will be compensated at their instructional pay rate for the extended workload.
6. SCD and Faculty agree that a significant amount of business, such as department meetings, committee meetings and other non-instructional work are now being successfully performed remotely. Individuals calling meetings are encouraged to accommodate the modality needs of attendees. Some events may also be scheduled in-person, subject to safety guidelines being met, that faculty will be expected to attend in person as the campuses return to more employees and students being present on campus.
7. Consistent with CBA Article 11.8, no combined classes will be scheduled, as stated in Article 11.8. The colleges will not combine sections of the same class that are offered via different modes. However, individual faculty members may elect to record, live-stream or otherwise distribute their course content to their students.
8. In the event that a positive COVID case forces an in-person class to move fully on-line for a quarantine period or for the remainder of the quarter, the faculty member will be compensated consistent with the relevant provisions of the existing CBA.
9. SCD and AFT remain committed to protecting employment and maintaining health care benefits for the maximum number of faculty possible.

#### **Vaccination Policy/Procedure for Faculty:**

1. The Governor's proclamation 21.14.1 that requires Seattle Colleges' employees to be fully vaccinated against COVID-19 as a condition of employment requires that an employee's proof of vaccination be verified by the District.
2. The HR team handles vaccination verification for Seattle Colleges. This information will be kept private, like all medical information received by the District.



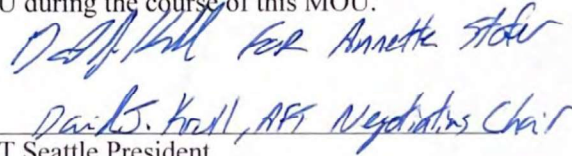
3. Consistent with the Governor's proclamation, SCD will provide disability-related reasonable accommodations and sincerely held religious belief accommodations to the requirements of the proclamation. Additional information regarding how to request an accommodation can be found online:  
<https://www.seattlecolleges.edu/administration/human-resources/covid-19-vaccination-requirement-employees>.
4. Faculty who have not had their vaccination status verified by SCD, or have not been approved for an exemption and accommodation consistent with the Governor's Proclamation, are prohibited from actively working for the District.

**Additional Matters:**

1. SCD and AFT will work collaboratively to ensure faculty have access to training for Canvas consistent with the needs of their particular department.
2. SCD will provide faculty sufficient support for teaching in the assigned and scheduled course modality.
3. SCD and AFT recognize that evolving public health guidance may be such that SCD and AFT may negotiate revisions to this MOU during the course of this MOU.



SCD Chancellor

  
David S. Krill, AFT Negotiating Chair

AFT Seattle President

March 31, 2022

Date

March 30, 2022

Date

**Additional Resources:**

- Covid Resources available on the SCD website:  
<https://www.seattlecolleges.edu/coronavirus>
- SCD Infection Control Program: <https://www.seattlecolleges.edu/coronavirus/covid-19-infection-control-program-and-safety-training>
- Contact Health and Safety: [healthandsafety@seattlecolleges.edu](mailto:healthandsafety@seattlecolleges.edu)

