



TO: Board of Directors

FROM: Maurene Stanton, Executive Director of Human Resources

SUBJECT: Memorandum of Understanding with the Stanwood-Camano Education Association

DATE: May 2, 2023

Please see the attached Memorandum of Understanding with the Stanwood-Camano Education Association (SCEA) regarding the recall of provisional staff.

Recommendation: We recommend that the board approve this memorandum of understanding.

**Memorandum of Understanding between
Stanwood-Camano School District
and
Stanwood-Camano Education Association**

May 2, 2023

Whereas the Stanwood-Camano School District Board of Directors adopted a Reduced Educational Program resulting in the reduction of up to 39 certificated positions; and

Whereas the reduction will result in certificated staff who are laid off; and

Whereas the Stanwood-Camano School District ("District") intends to provide layoff and recall benefits outlined in Section 7.10 LAYOFF AND RECALL of the 2021-2024 SCEA-SCSD Collective Bargaining Agreement ("Agreement") to certificated staff members regardless of provisional status;

Therefore, the District and Association agree to amend Section 7.10.5 of the 2021-2024 Agreement as follows:

7.10.5 RECALL PROCEDURE

All teachers receiving, on or before May 15, a layoff notice shall be subject to recall as provided below, during the academic school year immediately following such notice. It is understood and agreed that, although employees properly laid off pursuant to the terms hereof do not have a continuing contract guaranteeing them a certificated employment position and a salary for the forthcoming fiscal year, each laid-off teacher shall be considered as to have employment status with the District for purpose of recall.

A laid-off employee shall be considered to have employment status with the District for the purpose herein defined for three (3) years immediately following August 31 of the year the employee is laid off. Such employment status may be extended upon employee request at the discretion of the Board.

In the event that additional vacancies or new positions become available in the District, the Board shall first recall all employees who have been laid off in accordance with these provisions before employing additional persons to fill such positions, so long as the qualification requirements are met. Employees with the greatest seniority and necessary qualifications as provided herein shall be recalled to available positions first.

The Board shall give written notice of recall from layoff by sending a registered or certified letter to said employee at his/her last known address. The employee's address as it appears on the Board's records shall be conclusive when used in connection with layoffs, recall, or other notice to the employee. It shall be the responsibility of the employee to notify the Board of any change in address. Failure to accept an offered position within fourteen (14) calendar days from the date of such offer shall terminate all of the employee's employment rights with the District. It is understood that the layoff and recall provisions set forth in Section 7.10 shall not apply to any "provisional employee" as such employees are defined in current State law except those provisional employees who are laid off due to a Reduction In Force (RIF) as a result of a SCSD Reduced Educational Program.

This MOU is not precedent setting. This Memorandum applies to all SCEA 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. Disputes relating to this Memorandum will be subject to the grievance and arbitration provisions of the Collective Bargaining Agreement.

By: _____
Stanwood-Camano Education Association

Date: _____

By: _____
Stanwood-Camano School District

Date: _____