

**Memorandum of Understanding
Between Shoreline School District
and the
Shoreline Education Association**

Agreements Related to Changes in Working Conditions & School Operations Due to Coronavirus/COVID-19

Whereas, Shoreline School District (District) and Shoreline Education Association (SEA), the “parties”, share an interest in maintaining the health and safety of all members of our Shoreline School community;

Whereas, SEA represents certificated instructional staff any agreement reached between the parties shall apply to all SEA represented employees;

Whereas, the impact of the coronavirus pandemic is resulting in widespread concern across the community regarding the potential of continued spread of the virus;

Whereas, the District is committed to assist in community and nation-wide efforts to limit the spread of the virus;

Whereas, on Wednesday, March 11, 2020, the District made the decision and announced to the Shoreline community that schools will be closed, at a minimum through March 27, 2020;

Whereas, on Thursday, March 12, 2020, Governor Jay Inslee issued a directive for all K-12 public and private schools in King, Snohomish and Pierce Counties to close through April 24, 2020, with a first possible return date of April 27, 2020;

Whereas, the duration of the school closure(s) related to Coronavirus/COVID may be extended;

Whereas, there were two individual Shoreline School District school buildings that were closed for single days due to Coronavirus/COVID-19 prior to the district-wide school closure(s);

Whereas the District will not be implementing a remote instructional model;

Whereas, the District is working to develop mitigation plans to minimize the impact of the school closure on students and families and plan for continuity with nutritional needs and childcare;

Whereas, Public Health – Seattle & King County and the Office of Superintendent of Public Instruction (OSPI) continues to provide guidelines and recommendations regarding schools;

Whereas, the last day of the 2019-2020 school year in the Shoreline School District is currently scheduled on June 18, 2020;

Whereas, OSPI expects districts to make every effort possible to make up any days and instructional hours lost due to the Coronavirus/COVID-19 pandemic, including extending the school year as late as June 19, 2020 if necessary; and

Whereas, for the 2019-2020 school year only, OSPI has indicated they will file an emergency rule to allow the agency to waive the days and instructional hours that districts won't be able to make up after June 19, 2020 and will continue to apportion funds as previously scheduled.

Now therefore, the parties agree to the following:

- 1) Compensation: No employee on a continuing or leave-replacement contract shall lose pay as a result of the school closure(s) related to Coronavirus/COVID-19.
 - a) The district shall provide special paid emergency leave to cover all days not worked for each employee that is or has been directed to remain away from the workplace as a result of the pandemic.
 - b) There shall be no reduction of compensation for any supplemental contract, as a result of the school closure(s) related to Coronavirus/COVID-19.

- 2) Benefits: Individuals who are eligible for benefits under the provisions of the SEA collective bargaining agreement or who qualified for benefits as of the Governor's emergency declaration on February 29, 2020 will maintain their benefits.
- 3) Duties during the closure:
 - a) Employees will be encouraged to perform duties consistent with their job descriptions while on paid emergency leave.
 - b) Unless otherwise agreed, employees should not report to their worksite when schools are closed.
 - c) The district, in consultation with SEA, will:
 - i) Develop a list of "essential" employees who may be required to report for regular duty. These employees shall be those whose duties are required to maintain basic operations of the district.
 - ii) Develop a list of employees who may occasionally need to work onsite during the period of district-wide school closure. These employees shall be those whose duties are required to plan for reopening school in the Spring of 2020 or Fall of the 2020-2021 school year. In any case, due to health and safety considerations, as well as employee childcare needs, these employees shall be allowed to work from home and collaborate virtually whenever possible during the school closure period.
- 4) Leaves:
 - a) Those employees in high-risk categories as defined by Public Health – Seattle & King County (Over 60, Underlying health conditions, Weakened Immune system, Pregnant) who chose to remove themselves from the workplace prior to the district-wide closure shall be required to use a maximum of three leave days (personal leave, sick leave, etc.), after which the District will replace any leave deducted during the period after the Governor's emergency declaration on February 29, 2020, through March 12, 2020 with special paid emergency leave. In such cases, the district may seek verification of the employee's high-risk status from a medical professional.
 - b) Those employees in high-risk categories as defined by Public Health – Seattle & King County (Over 60, Underlying health conditions, Weakened Immune system, Pregnant) who choose to remain away from the workplace after district-wide resumption of normal school operations in the Spring of 2020 shall be required to use a maximum of three leave days (personal leave, sick leave, etc.), after which the District will provide special paid emergency leave to cover all days not worked related to coronavirus/COVID-19. In such cases, the district may seek verification of the employee's high-risk status from a medical professional.
- 5) School Make-up Days:
 - a) School make-up days shall be limited to those required by law.
 - b) No employee who works at a school that was individually closed prior to the district-wide school closure due to the Coronavirus/COVID-19 pandemic shall be required to make up school day(s) resulting from such closures.
- 6) Travel: No employee shall incur any cost that is a district responsibility due to the cancellation of previously approved district travel.
- 7) Evaluation:
 - a) Classroom Teacher Evaluation: The parties agree to abbreviate the evaluation process described in the SEA collective bargaining agreement, as follows:
 - i) All classroom teachers with a score of "Proficient" or "Distinguished" as of the date of the progress review shall receive a Final Summative Score indicating the same.
 - ii) Classroom teachers with zero to five years with a score of "Basic" as of the date of the progress review shall have the option to receive a Final Summative Score of "Basic" or complete the evaluation process as described in the collective bargaining agreement.
 - iii) All classroom teachers with greater than five years of experience with a score of "Unsatisfactory" or "Basic" as of the date of the progress review shall complete the evaluation process as described in the collective bargaining agreement.

- iv) All classroom teachers who are on a probationary plan of improvement shall complete their probationary plan.
- v) Classroom teachers described in ii) and iii) who are not able to return May 4, 2020 shall not be assigned a Final Summative Evaluation Score for the 2019-2020 school year.
- vi) If school does not resume on April 27, 2020, classroom teachers described in ii) and iii) shall not be assigned a Final Summative Evaluation Score for the 2019-2020 school year.
- b) Non-Classroom Teacher Evaluation: The parties agree to abbreviate the evaluation process described in the SEA collective bargaining agreement, as follows:
 - i) For all non-classroom teachers, in such cases that the evaluator may use evidence existing prior to February 29, 2020 to assign a "Satisfactory" Performance Cycle Rating, the evaluator shall complete the evaluation and assign the "Satisfactory" rating during the school closure.
 - ii) All non-classroom teachers with a score of "Unsatisfactory" shall complete the evaluation process as described in the collective bargaining agreement.
 - iii) All non-classroom teachers who are on a probationary plan of improvement shall complete their probationary plan.
 - iv) Non-classroom teachers described in ii) who do not return on May 4, 2020 shall not be assigned a Performance Cycle Rating for the 2019-2020 school year.
 - v) If school does not resume on April 27, 2020, non-classroom teachers described in ii) shall not be assigned a Performance Cycle Rating for the 2019-2020 school year.
- c) Should any guidance from OSPI regarding the impacts of school closures on evaluations conflict with the agreements in 7a) and 7b) above, the parties will reconvene to reconcile the conflicts.
- 8) Substitute employees: Any Regular or Senior Daily Substitute who accepted a position, any portion of which is affected by the school closure(s), shall be paid for the full duration of the position they accepted.
- 9) Instructional Model: For the duration of the school closure related to coronavirus/COVID-19, there shall be no change from the current instructional model without mutual agreement unless directed by OSPI, in which case SEA shall be consulted and the impact shall be negotiated.
- 10) Communication: The district will continue to provide updates regarding recommendations from appropriate Public Health – Seattle & King County agencies and the Office of the Superintendent of Public Instruction related to school operations and appropriate measures under way to minimize the spread of the virus. The parties shall meet to discuss working conditions prior to schools reopening.

Agreed to this ____ day of _____, 2020.

FOR THE ASSOCIATION:

FOR THE DISTRICT: