

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

Further Impacts of the Coronavirus/COVID-19 Pandemic

WHEREAS, Shoreline School District (District) and Shoreline Education Association (SEA), the “parties” implemented an MOU, signed March 13, 2020, in response to the impacts of the Coronavirus/COVID-19 pandemic; and

WHEREAS, for purposes of this agreement, the terms “SEA Members”, “employees”, “educators” and “staff” shall be considered synonymous; and

WHEREAS, the local, regional, national, and global effects of the pandemic continue to evolve and government mandates and expectations have changed as a result; and

WHEREAS, the health and safety of school district employees and our community at large remains the top priority of the parties; and

WHEREAS, all provisions of the collective bargaining agreement remain in place unless specifically waived through subsequent agreement; and

WHEREAS, on March 23, 2020, Superintendent of Public Instruction Chris Reykdal issued Bulletin 024-20, requiring that by March 30, 2020 all public-school districts begin offering support for continuation of learning at home while schools remain closed; and

WHEREAS, Bulletin 024-20 indicates that OSPI “guidance will be grounded in compassion, communication, and common sense; rather than the traditional compliance measures we are all familiar with in our education community”; and

WHEREAS, Superintendent Reykdal also issued guidance, posted on OSPI’s website, for delivery of special education support for students with Individual Educational Programs (IEPs) while schools are closed; and

WHEREAS, the District is developing guidance aligned with OSPI’s guidance for delivery of services to students with IEPs; and

WHEREAS, the District has developed and began implementing a phased in plan for meeting the home learning expectations of OSPI; and

WHEREAS, SEA members will be involved in supporting continuous learning at home for Shoreline students; and

WHEREAS, as implementation of home learning will require a change to the instructional model and some remote instruction, and as a result, negotiation of the impact of those changes results in some modifications to the March 13, 2020 agreement;

NOW THEREFORE, the parties agree:

1. The parties reaffirm our commitment to continued implementation of the jointly negotiated “Shoreline School District List of ‘Essential’ and ‘Occasional on-site’ Positions”, which by reference becomes a part of this MOU, in such a manner as to adhere to Public Health – Seattle & King County guidelines:
 - Effective immediately, all SEA positions are moved to the category of “Occasional On-Site” personnel as described in the MOU. 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. No employee shall be directed to work on site.

- Staff may be allowed on campus for limited periods of time to retrieve instructional materials or to work on campus, when prescheduled with an administrator.
 - The district shall establish a standard sign-in protocol for each level (elementary, middle school, high school, SLC) which shall limit the number of people in each building and the duration of their time on campus.
2. To protect the safety of staff, the following measures shall be in place during the term of this MOU:
- schools shall remain closed to the public, including students, parents and volunteers;
 - the District will ensure schools are cleaned and high touch points are disinfected daily, and a deep disinfecting of each school occurs at least weekly;
 - school access by staff other than custodians shall be pre-arranged with school administrators;
 - school administrators will ensure SEA members adhere to physical distancing guidelines issued by Public Health – Seattle & King County while on site.
3. Employees shall not be required to work more hours than they are contracted to work. The parties understand that due to the conditions caused by the pandemic, staff may have reduced capacity to work a traditional day. In addition, some staff members will have childcare or other responsibilities that may require attention during scheduled online meetings, events, etc., and the parties recognize these activities may impact staff's ability to fully participate in virtual meetings/collaborative activities.
4. SEA members will follow the guidance of the District in the creation and delivery of support for home learning while schools are closed, in accordance with the following:
- In order to support continuous learning, home learning instructional materials will be developed in a manner which shall facilitate common outcomes and core learning activities as well as the alignment of student work.
 - To assure equity and consistency across the district, student materials will be developed collaboratively.
 - Throughout the remaining period of the school closure, SEA staff will assign student work with utmost consideration of equity, and an awareness of potentially reduced student capacity to complete assignments.
 - Due to the time required to prepare and deliver home learning instruction, staff will not be expected to meet the required minutes of direct instruction as outlined in the collective bargaining agreement.
 - Multiple options will be provided to staff to monitor student participation and learning.
 - Home learning instruction will be implemented in phases, and those phases may occur at different times for different grade levels. In order to implement home learning with common expectations across the district, movement from one phase to another will be communicated to staff in advance.
 - At the high school level, the design of home learning will give consideration to credit accumulation toward graduation.

- In general, the phases shall include the following components and expectations:
 - Phase 1 (K-8): District-level planning for implementation (complete)
 - Phase 2 (K-8):
 1. Staff will be trained in the collaborative creation of online instruction.
 2. Preparation for implementation of Phase 3.
 3. Additional collaborative work as directed by the District and agreed by teams of educators.
 4. District-level staff will create and distribute packets of supplemental materials for K-8 students to complete at home.
 - Phase 3 (K-8):
 1. In week-long cycles, teams at each school are assigned to collaboratively create no more than three (3) online or video lessons per week with supplemental materials to be distributed districtwide. Staff will work within their assigned content area, course, or grade level team.
 2. Larger teams of educators (e.g., PE, Secondary departments, cross-district subject-aligned groups) may break into smaller groups to collaborate in their creation of online lessons, which may result in the production of more lessons by the larger team.
 3. Supporting guides will be provided by the District.
 - Phase 4 (K-12):
 1. The creation of instructional materials to support home learning will move from the district to the building level.
 2. With sufficient advance preparation to begin Phase 4 by May 4th, elementary educators (grades K-6) shall be required to produce no more than three online or video lessons in each of the content areas of math, literacy and science, per week. In order to minimize workload, educators will be encouraged to continue to work in teams, either at the grade-level, building or cross-district level. In addition, educators will be encouraged to bank their lessons, and to utilize banked lessons in their delivery of instruction to students. Banked lessons will be maintained by the District.
 3. Secondary educators (grades 7-12) shall be required to produce no more than three online or video lessons in each of up to three classroom preparations (“preps”) per week. In order to minimize workload, educators will be encouraged to continue to work in teams, either at the departmental, building or cross-district level. In addition, educators may bank their lessons, and may utilize banked lessons in their delivery of instruction to students. Banked lessons will be maintained by the District.
 4. With a continued understanding that the home learning program will not attempt to replicate the typical school schedule, and in alignment with each of the agreements above, staff will create materials appropriate to the courses they teach when school is typically in session.
 5. Support will continue to be provided by the District.

5. Grading:

- Grading of student work during the closure will be limited to that which is required by OSPI to facilitate the assignment of credit at the high school, and in no case will exceed that which would normally be expected during typical school operations.
- High schools will use common grading guidelines in assigning final semester grades.

6. SEA members will follow the guidance of the District in the delivery of support for students with IEPs while schools are closed, in alignment with OSPI guidelines as follows:
 - The district will develop a plan for how all students with disabilities will be provided with home learning and instructional materials.
 - The District will communicate to families there is not an expectation that IEP services will be delivered exactly as the IEP states.
 - In Phase 2 and 3 of the home learning plan, special educators (including Edwin Pratt, and ESA's) will prioritize family contacts along with the completion of re-evaluations and IEP's.
 - In addition, with sufficient advance preparation to begin Phase 4 by May 4th, the district and association will continue to negotiate to design home learning and instructional materials for students with IEPs.
 - This is a national emergency, and the district will communicate with families ~~and make decisions, based on student need~~ how home learning and instructional materials can be provided.

7. SEA members will support and assess student learning and maintain contact with their students and families using the technology and tools described in the attachment "Guidelines for Use of Technology during the Coronavirus/COVID-19 School Closure", which by reference becomes a part of this MOU. In order to assure equitable contact with students and their families, educators will support continuous learning by providing the following:
 - Student and Family Connections:
 - Offered twice per week, scheduled at the educator's discretion
 - Any additional connections shall not be mandated, but may be initiated by the educator
 - Student and family connections shall include but are not limited to: broad (whole class/all-student) communications; class meetings; office hours; small groups; individual students (with pre-approval); and assignment explanation, completion and feedback cycle; or other configurations as determined by the educator.
 - All attempted contacts with students and follow-up communication(s) shall be included.
 - In each case that a student is not participating in continuous learning, building teams will work together to connect with the student and/or their family in an effort to facilitate continuous learning.
 - Within the parameters outlined in the "Guidelines" above, each educator shall determine their own methods and schedule to communicate with students and families.
 - The District shall not establish a district-wide or building-level daily or weekly schedule for the delivery of continuous learning.

8. In recognition that SEA members may be using their personal cell phones and other technology to support home learning and maintain contact with students and families while schools are closed, the parties agree:
 - SEA members' personal devices, accounts and home networks do not become part of the district's network if they are performing official duties on behalf of the district and if they are following the "Guidelines for Use of Technology during the Coronavirus/COVID-19 School Closure" published by the District.
 - In the event the district receives a Public Records Act request for documents, records or other information created on, stored by, posted from or otherwise associated with an employee's personal device used to conduct district business, the District will notify the employee of the request and give parameters to the employee to conduct a search of their own device for

responsive materials. The employee may be asked to sign a sworn attestation, setting forth the method of the search conducted and identifying the responsive documents located as a result of the search. The employee will search their device as requested or may ask a district representative to conduct the search on their behalf. The District or its agents will not take possession of or conduct a search of an employee's personal device without the employee's consent.

- The district reserves the right to require an employee to conduct follow-up searches of their personal device or account when the district determines that such follow-up searches are necessary for the district to comply with its obligations under the Public Records Act.

9. Impacts of the pandemic on the 2019-2020 School Calendar are recognized as follows:

- SEA members will not be expected to work during Spring Break, April 20 – 24.
- SEA members will provide materials, in advance, to support home learning during Spring Break. The district will communicate to families that staff will not be expected to be available during Spring Break.
- Provided schools are reopened in time, Friday, June 19, 2020 will be the last day of school.
- Remaining Early Release Wednesdays already on the approved calendar will continue to be observed as designated on that calendar when schools reopen.

10. Technology: Any technology approved for district usage that is not commonly defined with a level of expected usage or proficiency in Section 64.0 of the CBA shall be considered as a "Pilot" and any ongoing expectations for staff usage shall be subject to negotiations of a successor collective bargaining agreement.

11. Communication: General district-wide announcements to students or families shall be communicated to staff first, as much in advance as possible, with consideration given to the impact on staff workload.

12. Unless modified through this agreement, all other provisions of the March 13, 2020 MOU remain in effect.

13. This MoU shall expire when schools reopen or at the end of the academic year, June 19, 2020, whichever is earlier.

Agreed to this _____ day of _____, 2020.

FOR THE ASSOCIATION:

FOR THE DISTRICT:

Name

Name

Name

Name

Shoreline School District
COVID-19 Impacts

SEA and SESPA Work Expectations during School Closure
List of Essential and Occasional On-site Positions
As of 4/2/2020, subject to change by mutual agreement

SEA See MoU, paragraph 3	SESPA See MoU, paragraph 3
<p>All SEA Positions: Available during regular hours on 2019-2020 School Calendar</p> <p>“Essential basic operations” positions: None</p> <p>“Occasionally on-site” positions: SEA positions</p>	<p>All SESPA Positions: Available during regular hours on 2019-2020 Work Calendar</p> <p>“Essential basic operations” positions: *</p> <ol style="list-style-type: none"> 1. Payroll Techs 2. Accounts Payable Specialists 3. Purchasing Specialists 4. Accounts Receivable Specialist 5. Maint & Operations Specialist 6. Food Service Technician 7. Capital Projects Staff 8. Transportation Specialist <p>“Occasionally on-site” positions:</p> <ol style="list-style-type: none"> 1. Family Advocates 2. Office Managers 3. Registrars 4. HS Graduation Success Coordinators 5. Nurses 6. APEX Coordinators 7. Special Ed Compliance Specialist 8. HR Applications Coordinator 9. Athletics Secretary 10. Accounting Tech 11. Children’s Center OM 12. Children’s Center Coordinator 13. Specialist – HiCap & Assessment 14. Specialist – Boundary & Schools 15. Specialist – Teaching & Learning 16. Specialist – Instruction 17. Specialist – Student Services <p>*Regular schedule on site unless approved to work remotely or entire district closes</p>

Guidelines for Use of Technology during the Coronavirus/COVID-19 School Closure

Developed and Updated in consultation with SEA – April 2, 2020

As we begin the process of Home Learning, your job will be to implement each phase as directed and coordinated by the district. While not all learning will be online in the upcoming weeks, it may be necessary to be in contact with students and families virtually.

In order to be successful, we need to implement our Home Learning plan with the same basic precautions we would always use, yet perhaps with even more vigilance. The guidance provided below is intended to protect you as we reorient our educational services from the classroom to online and into students' homes.

When you are working with students and their families, we expect the following:

- **Workspace:**
 - Keep your home space personal and your workspace professional – while working, remain in a stationary/limited workspace.
 - Respect and refrain from commenting on students' workspaces.
 - Be aware of the background in any live chats or videos produced at home:
 - Quiet, low traffic area of home
 - Background screen
 - No wayward children, pets, spouses
 - Avoid ringing telephones, other noises
- Do not engage with students via social media or texting/messaging.
- Use only district-issued devices:
 - Laptop, iPad, Chromebook
 - If installed on your device, use Virtual Private Network (VPN) to access District's network at all times.
 - Use your personal cell phone as a last resort to conduct District business or contact students or their families.
 - The district is working to have telephone access, with translation services, available via Zoom or another application, and will announce if/when this service is available.
- Use approved software for communicating with students/parents:
 - Use your district email/Google accounts.
 - Refer to and follow Zoom guidelines.
- Until further notice, refrain from working 1:1 with students unless pre-approved in writing by your immediate supervisor.