Memorandum of Understanding  
Between  
Shoreline School District  
And  
Shoreline Education Association  

Agreements Related to  
Health and Safety Protocols, On-Site Expectations and Leaves  
to Address COVID-19 in the 2021-22 School Year  

WHEREAS, Shoreline School District (District) and Shoreline Education Association (SEA), the “parties”, believe the health and safety of school district employees and our community at large remains the top priority of the parties; and  

WHEREAS, the District will be operating a fully in-person instructional model in the 2021-2022 school year; and  

WHEREAS, a variety of public health agencies continue to issue updated mandates and guidance to ensure employee and student safety during the COVID-19 pandemic; and  

WHEREAS, the State of Washington has enacted RCW 49.17(2) to address worker’s rights during a public health emergency; and  

WHEREAS, the duration of the Coronavirus/COVID-19 pandemic remains unknown, and the impacts remain significant; and  

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

WHEREAS, on August 20, 2021, the Governor issued Proclamation 21-14.1, which required all educators to be fully vaccinated no later than October 18, 2021; and  

WHEREAS, the parties maintain a commitment to continued navigation of the pandemic and its impact on schools with compassion, communication, and common sense; and  

WHEREAS, the parties are committed to negotiating impact should there be a decision requiring the pivot to a remote model; and  

WHEREAS, the parties have continued to negotiate and reach resolutions regarding unanticipated impacts of the pandemic, and have retained a mutual commitment to negotiate the impacts of additional changes in the model on working conditions; and  

WHEREAS, SEA represents certificated instructional staff in Shoreline, and any agreement reached between the parties shall apply to all SEA represented employees; and  

WHEREAS, all provisions of the collective bargaining agreement and any agreement negotiated prior to this Memorandum of Understanding remain in place unless specifically waived or modified through this or subsequent agreements.  

Now THEREFORE, the parties agree the following:  

1. COVID-19 Vaccinations: Both the Association and the District recognize the importance of vaccination as a critical public health tool as we reenter our worksites. Per Governor Inslee’s Executive Order, the full vaccination regimen must be completed and documented by October 18, 2021. As such, effective October 18, 2021, COVID-19 vaccinations shall be a condition of employment as defined below:  
   a. Disclosure of COVID-19 Vaccination and District Record Keeping: The state of Washington requires that staff provide information regarding their vaccination status (including whether
the employee has an approved medical or religious exemption that prohibits them from receiving a vaccination. Beginning no later than September 1, 2021, the District will provide instructions to employees regarding proper verification of their vaccination status. Employees will be strongly encouraged to notify the District Human Resources department no later than 4:30pm on October 5, 2021.

b. Employees on leave prior to October 18, 2021, are not required to provide their vaccination information while on leave but must do so prior to returning to their position in order to maintain employment.

c. Employees who intend to be vaccinated but are unable to meet this date for a valid medical reason will be strongly encouraged to provide documentation to Human Resources from their medical provider, no later than 4:30pm on October 5, 2021. Exemptions for bona fide medical and religious reasons shall be documented per OSPI requirements and shall submit such documentation to Human Resources no later than 4:30pm on October 18, 2021.

d. Continuing contract employees who have not submitted the documentation provided above or who choose not to be vaccinated shall be offered the opportunity to waive their individual rights to a statutory hearing. Those employees who choose to waive their right to a statutory hearing, shall be placed on unpaid administrative leave, effective October 19, 2021. Should such employees present verification of fully vaccinated status after October 18, 2021, they shall have the following rights:

- If verified during the 2021-2022 school year, the employee shall have the right to work as a daily substitute and be paid at the substitute rate of pay, or if qualified, be recalled by seniority into an open position in the 2021-2022 school year.
- If verified prior to May 15, 2022, the employee shall be returned to the workforce, subject to all provisions of the collective bargaining agreement.
- Unvaccinated employees shall have no remaining rights-to-return after May 15, 2022.

2. On-site work: Employees are expected to work on site, unless they qualify as high-risk per RCW 49.17(2). Employees who do not qualify for accommodation may avail themselves of any leave for which they qualify.

3. Therapeutic Specialists: The District and Association shall work with therapeutic specialists (SLP’s, OT’s, PT’s) to determine the most appropriate service delivery model for the 2021-2022 school year.

4. Quarantine: Educators shall work on site when allowed by quarantine protocol as established by Department of Health and Public Health - Seattle & King County (e.g., when fully vaccinated and asymptomatic quarantine is not necessary; etc.). Educators who are required to remove themselves from the worksite shall be considered quarantined. In such a case as the delivery of instruction must be modified to accommodate quarantine, asynchronous learning shall be offered for no more than 30% of the student day.

   a. The impact of student quarantine(s) shall be addressed as follows:

- Single Student: If a single student is required to be quarantined, it shall be addressed as any other absence.
- Less than a Full Classroom: Quarantine of less than a full classroom shall be addressed as any other absence. At such a point as the teacher identifies an ongoing impact that prevents delivery of effective instruction, they shall meet with their administrator to express their concerns. The administrator shall immediately consult with the District COVID Coordinator to share the concern and determine whether the whole class will pivot to remote learning.
- Full Classroom – If the classroom is required to pivot to remote learning:
- Secondary (6-12) Classroom Teachers, including Special Education Classes: In such cases a whole class is required to pivot to remote learning, the teacher shall teach from the work site unless required to quarantine off site. Planning time shall be provided as described in the CBA.
- Elementary (K-5) Classroom Teachers: In such cases when a whole class is required to pivot to remote learning, the teacher shall teach from the work site unless required to quarantine off site. When implemented, in consultation with their administrator the teacher shall design a remote schedule that includes age-appropriate synchronous and asynchronous learning blocks, with no more than 30% of the student day in asynchronous learning inclusive of a minimum of 60 minutes of daily planning time, in addition to the duty-free lunch. In such cases that the day is adjusted, the classroom teacher shall work with Student Services providers to assure any change in the schedule does not preclude the provision of services to students.
- Elementary Specialists (PE, General Music, Library): Specialist instruction shall be provided through asynchronous lessons. The District shall assure availability of such asynchronous instruction through the utilization of the lessons created in the 2020-2021 school year.
- Instrumental Music shall be provided remotely through asynchronous practice time or independent activities as determined by the educator.
  b. When appropriate, classroom teachers shall utilize learning management systems to assist students' ability to access classroom instruction while they are in quarantine.
  c. Student Services (Special Education/IEP, 504 Plans, MLL, Highly Capable, LAP, Title, etc.):
     - When the service provider is quarantined but not ill, service(s) will be provided remotely (e.g., via Zoom), and the District shall hire a paraeducator to assist if in-person services must be provided to on-site students.
     - If a single student is required to be quarantined, it shall be addressed as any other absence.
     - If a whole class is required to quarantine, and a child(ren) in the class receives special services in the same groups as other children not in quarantine, and there is concern about the ability to provide service to any students on the caseload, the Association and District agree to meet to resolve the concerns.
     - In no case shall such educators be required to add groups, sections, or classes to their schedule to provide services due to the impact of quarantine.

5. Exposure to COVID-19 in the Workplace & Leaves: Employees who are exposed to any student or other district employee who has a suspected or confirmed case of COVID-19, or who are exposed to any student or staff member who was in close contact with someone with a confirmed or suspected case of COVID-19, shall be notified by the District as soon as reasonably possible. If an employee is experiencing symptoms and obtains a positive COVID-19 test, the District will provide Special Paid Emergency Leave with no deduction of pay or impact on benefits.

6. Leaves: Employees shall be entitled to all leaves as negotiated in the collective bargaining agreement. An employee who qualifies as “High Risk” shall be accommodated as required in RCW 49.17(2).

   a. The COVID-19 Federal, State, and Public Health-Seattle & King County guidance and requirements referred to in this MOU are those that are in place as of September 1, 2021. Should this guidance or requirements change during the term of this agreement, the parties will follow the updated requirements and bargain any impacts associated with the new
requirements. New guidance will be discussed prior to implementation, and any impacts will be negotiated.

b. The District has developed a Shoreline Public Schools COVID-19 Safety Guide which will be posted online, advertised as available to employees, and will be referenced in this MoU.

c. District wide health and safety protocols will be designed to comply with applicable requirements of L&I, OSPI, DOH and Public Health-Seattle & King County.

d. Strict compliance with all relevant District safety and health rules will be an essential function of each employee’s job.

8. **Training:** All employees will be provided with and shall be required to participate in training regarding the District and school safety protocols and procedures that are adhered to District-wide and those that are specific to their building. The District shall provide training on the hazards and characteristics of the COVID-19 disease to all employees working at the place of employment.

a. Personal Protective Equipment: In alignment with WAC 296-800-16025 employees shall be trained on how to use Personal Protective Equipment (PPE) and hazards of the COVID-19 virus in order to minimize the hazards.

b. The training program shall enable each employee to recognize the hazards of the virus and signs and symptoms of COVID-19 disease and shall train each employee in the procedures to be followed in order to minimize these hazards in all risk categories. The required training shall include:

- Access to mandatory COVID safety recommendation documents provided by agencies with jurisdiction over Shoreline School District;
- The characteristics and methods of transmission of COVID-19 disease;
- The signs and symptoms of the COVID-19 disease;
- Awareness of the ability of pre-symptomatic and asymptomatic COVID-19 persons to transmit the disease;
- Safe and healthy work practices, including but not limited to, physical distancing, disinfection procedures, disinfecting frequency, ventilation, noncontact methods of greeting, etc.
- PPE: Prior to any training the District will communicate the PPE selection decision to each at-risk employee. The District must provide training to each employee who is required to use PPE on the job.
  - When PPE is required;
  - What PPE is required for each job classification;
  - How to properly don, doff, adjust, and wear required PPE;
  - The limitations of PPE; and
  - The proper care, maintenance, useful life, and disposal of PPE.

- School specific protocols:
  - How physical distancing is maintained while moving students in or out of the classroom;
  - How to maintain an effective cohort;
  - Student attestation plan, which shall not require employees represented by SEA to complete, or participate in any way, in the student attestation process;
  - Documentation and compliance related to student quarantine or isolation, which shall not be the responsibility of employees represented by SEA;
  - Process for sharing concerns;
  - What to do if the employee becomes ill or begins to demonstrate symptoms during the student day;
  - What to do if a student refuses to follow safety requirements; and
  - How information will be shared if guidance changes.
c. The anti-discrimination provisions in WAC 296-360-150 (discrimination because of exercise of rights afforded by WISHA—refusal to work in an unsafe condition).

d. The time for training above shall be provided by building administrators, and may be delivered in small groups or to the entire staff, at their discretion. Any individual employee who does not attend the training session is responsible for working with their administrator or direct supervisor to complete the training.

9. **Face Coverings**

a. The District will provide face coverings to staff based on their identified risk transmission level and the PPE selection decision. Upon request, additional PPE will be provided (e.g., face shields, badger shields, gowns, etc.).

b. So long as required by the State, all employees, students and building visitors (if any) shall properly wear a mask that covers the chin, mouth, and nose while at any district facility, in any district vehicle, or attending any district event. Requests for exceptions shall be submitted in writing to the Building COVID Coordinator, with a copy of the notice of approval provided in writing to the impacted staff. Exceptions may be granted based only on one or more of the conditions below:
   - A disability that prevents the wearing of a mask;
   - Diagnosed respiratory conditions that prevent wearing a mask, or may cause trouble breathing;
   - Deafness or hearing impairment that may require the use of facial and mouth movements as part of communication;
   - Those advised by a medical, legal, or behavioral health professional that wearing a mask would pose a risk to that person;
   - Those who are instructing students in language and expression may wear alternative PPE for the duration of the instruction increment alone (e.g. transparent face mask, badger shield).

c. Employees engaged in sustained close contact with students who cannot wear a mask for the reasons described above shall be provided all appropriate personal protective equipment (PPE), including but not limited to high-risk masks (industrial use N95, or face shield plus an FDA-approved KN95 mask, surgical mask, dust mask, or procedural mask), eye protection/face shields, gloves and clothing, as described by the L&I and the DOH. If the employee feels they are not being provided adequate PPE they will notify first their Building COVID Coordinator, if not resolved at the building level appeals will proceed to the District COVID Coordinator or designee. While the situation is being resolved, the employee shall be provided the requested PPE, or shall be assigned to an alternative worksite, as determined by the District. Nothing precludes the employee from reporting health and safety violations to L&I.

d. All PPE including face coverings will be replaced as needed in accordance with manufacturers’ guidance with training provided.

e. Staff will have a supply of necessary PPE located at their work site, and access onsite in the event additional PPE is needed.

10. **Personal Protective Equipment (PPE):** Employee positions shall be designated with exposure risk categories/levels according to L&I guidelines. The District shall perform the necessary hazard assessments required to determine employee’s level of risk in their worksite, as well as the PPE selection decision for each position. The District will provide written notice to those employees exposed to hazards or job tasks classified as extremely high, high, or medium exposure risk levels and train employees across all risk levels.
11. Student Compliance
   a. The District shall provide face coverings to those students who arrive at school without face coverings that meet safety guidelines.
   b. The District shall provide accommodations for the student use of PPE only as required by law.
   c. The District shall create a process by which students who have not been granted accommodations and refuse to wear masks will be promptly identified, removed to a designated safe location, and required to wear a mask before returning to an in-person learning environment. Administration will be responsible for student discipline regarding face masks, and any supervision related to such issues. If a student without an accommodation refuses to wear a mask, they will not be allowed back into the classroom until the issue is resolved. If there is continued refusal, the student will be reassigned to remote learning.

12. Daily Health Screenings
   a. Each building will have a written plan for screening students, staff and visitors (if any) that is posted in the entry of the building and posted on their website. This plan shall include directions for both the start of the school day and the screening procedures for those who arrive at other times throughout the day.
   b. A daily log of people entering the buildings may be maintained by the District, should it be determined necessary for contact tracing.
   c. Employees represented by SEA shall not be responsible for receiving, monitoring, documenting, nor handling student screenings.

13. Physical Distancing
   a. Students:
      • Capacity for students and staff in any facility and/or classroom shall be based on physical distancing guidelines that recommend at least three feet between students.
      • Guidance will be provided to facilitate classroom set-up in such a manner as to ensure compliance with the three-foot standard when possible.
      • The District shall make all efforts to follow physical distancing guidelines which recommend at least six foot distancing between students during periods of accelerated exhalations (e.g., music, PE, etc.) or while eating.
   b. Staff:
      • L&I recommends six foot distancing between adults whenever possible.
      • Guidance will be provided to facilitate compliance with physical distancing recommendations (e.g., staff meetings, staff lounge, indoor/outdoor, etc.).

14. Meetings
   a. All efforts shall be made to establish a consistent, predictable, year-long, building-wide calendar. Building meetings, including but not limited to staff meetings, SST meetings, Guidance Team meetings, BLT meetings, shall continue to be calendared on a building-wide calendar shared with all staff who work in the building.
   b. Meetings, including professional development, must follow the current State guidelines for distancing and PPE. Meetings involving more people than guidelines allow will be held remotely.

15. HVAC
   a. The District will continue to ensure that all HVAC systems provide adequate air circulation and filtration to provide for the greatest exchange of air in order to reduce the spread of COVID between spaces. HVAC systems will be set to maximize outside air exchange. MERV-13 filters have been installed and shall be replaced.
b. If a room or office space lacks an exterior door or window and the HVAC system is unable to localize fresh air to those spaces, or if a MERV-13 filter cannot be installed in a classroom or workspace, the employee will be provided a portable air exchanging device (portable HEPA filtration unit) or an alternate work location.

16. Handwashing: The District shall provide, at minimum, sufficient hand-washing stations as required by Department of Health guidelines. In addition, hand sanitizer shall be provided for each classroom and workspace, with dispensers also positioned outside of bathrooms, and in hallways near entries, exits and intersections.

17. Cleaning Protocols
   a. Every occupied classroom and workspace will be cleaned and disinfected daily.
   b. In addition, high touch cleaning and thorough disinfection will take place within all classrooms and learning spaces.

18. Cleaning After an Identified Confirmed Case
   a. After a student or staff is sent home with COVID-19 symptoms, or the District learns of a confirmed case of COVID-19 currently or previously on district property, the District shall:
      • Close off areas occupied by the ill person(s).
      • Clean, disinfect and ventilate per appropriate health and safety protocols.
   b. Each school will reserve designated space for use in the event a class(es) need to move locations for cleaning as defined above.

19. Supplies: The District will provide approved supplies necessary to abide by the health and safety protocols within this agreement. Such supplies shall be readily available to all employees in the building. Cleaning supplies will be easily accessible, and include but are not limited to: gloves, soap (both hand soap and soap spray bottles), paper towels, hand sanitizer, and disinfectant spray cleaner.

20. Exclusion of Students and Staff with COVID-19 Symptoms
   a. The District will comply with the Daily COVID-19 Screening Protocols (as articulated by Public Health-Seattle & King County).
   b. Each building will have a plan of how to handle students who exhibit COVID-19 symptoms during the day. Staff with symptoms shall report to their supervisor and are expected to immediately remove themselves from the work site.
   c. COVID Care-Isolation Rooms will be identified at each school and are subject to heightened health and safety protocols.
      • Students with possible symptoms shall be assessed by the nurse, and the nurse will determine if the student shall be placed in isolation and sent home.
      • Ventilation in the isolation rooms shall be set to maximum outside air based upon outside air temperature and adhere to the HVAC guidelines described above.
      • Isolation rooms shall be immediately cleaned and disinfected before next use.
      • A pre-identified isolation bathroom shall be identified in each building. Bathrooms shall be immediately cleaned and disinfected after each use by a student in the isolation room before next use of another student.
   d. Each student or staff member who has been excluded from school shall be informed of the requirements, timeline, and process for them to safely return to school.
21. Suspected or Known Exposure
   a. In cases of close contact of a confirmed case, employees must follow the full recommended quarantine protocol (which may vary, depending on vaccination status), per Public Health-Seattle & King County guidelines.
   b. If a health care provider makes a non-COVID alternative diagnosis that explains all symptoms, employees must follow Public Health-Seattle & King County guidelines prior to returning to work.

22. Exposure to COVID-19
   a. Employees and individuals who meet the definition of a COVID-19 close contact per Public Health-Seattle & King County shall be notified by the District as soon as possible after notification to the District. It is understood that results need to be communicated in as fast a manner as possible to assure public safety.
   b. If additional contact tracing is necessary, Public Health-Seattle & King County will contact those impacted to complete contact tracing and advise further. If there is not a verified connection to an external exposure, the COVID exposure will be presumed to have been related to the worksite.

23. Front Office Area and Visitors: No parents or visitors will be allowed to enter the school building except for an emergency or maintenance situation or except as otherwise agreed upon.

24. Safety Communication
   a. Staff, students, and their families will receive regular communication from the building administration and/or District regarding health and safety expectations, including but not limited to wearing masks, physical distancing, handwashing, and health screenings.
   b. Every attempt will be made to provide communication in the home languages of students’ families/guardians, and in multiple formats, (i.e. email, postal mail, visuals/infographics, and phone calls.)

25. Compliance Supervision
   a. The District shall designate a Building COVID Coordinator at each building, whose role it will be to oversee employee health and safety. This supervisor shall actively monitor staff and student compliance with social distancing protocols, PPE, and other safety precautions. In addition, the District shall name a District COVID Coordinator.
   b. Employees shall be notified of the name and contact information of the Building COVID Coordinator. No SEA bargaining unit member shall act as such a supervisor.
   c. The Building COVID Coordinator shall track the return-to-school date for all staff and students who require quarantine and/or isolation. Educators who work directly with a student who requires quarantine and/or isolation will be notified of their return-to-school date.

26. Reporting health and safety concerns
   a. Employees with workplace health and safety concerns should report them to the Building COVID Coordinator, District COVID Coordinator, and/or their building safety committee representatives. Concerns shall either be resolved immediately by the Building COVID Coordinator or District COVID Coordinator, or may be addressed at a routinely scheduled or emergency building Safety Committee meeting.
   b. Nothing shall preclude any employee from reporting concerns and/or filing a complaint with OSHA/WISHA and/or L&I. Protections for reporting: RCW 49.17.160 specifically states that "no person shall discharge or in any manner discriminate against any employee" because the employee has exercised rights under WISHA.
27. **Conformity with the CBA:** Unless modified in this MoU, all other sections of the CBA remain in effect.

28. **Effective Dates:** This MOU shall be in effect until August 31, 2022, unless amended by mutual agreement. All other provisions of the collective bargaining agreement shall remain in full effect. This MOU is not precedent-setting and is intended to address the specific and unprecedented health emergency presented by COVID-19.

**SHORELINE EDUCATION ASSOCIATION:**

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