

Memorandum of Understanding
Between Shoreline School District
and the
Shoreline Children's Center Association

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

Shoreline Children's Center Association ("Union") and Shoreline School District ("District") enter into the following agreement in response to the extraordinary emergency school closures and other measures put in place by the State of Washington in response to the current COVID-19 virus pandemic.

WHEREAS, the parties share a mutual interest in assuring the health and safety of students, families, staff and the community; and

WHEREAS, the decisions of the parties in response to the current virus should be guided by the Centers for Disease Control and other public health agencies, as well as mandatory orders from the State or Federal government; and

WHEREAS, the parties wish to work together to take reasonable steps to protect staff from unnecessary exposure to communicable diseases including COVID-19; and

WHEREAS, on Wednesday, March 11, 2020, the District closed schools effective March 12, at minimum through March 27, 2020; and

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; and

WHEREAS, the Governor has mandated that public school districts, including the District, offer child care services at a minimum to health care workers and first responders; and

WHEREAS, the District and Union have surveyed members to determine their interest and availability to work during the school closures to provide at minimum these mandatory child care services; and

WHEREAS, the number of members who meet the criteria defined by Public Health Seattle & King County to be designated as "high risk" during the pandemic significantly reduces the number of staff interested and available to work; and

WHEREAS, the District is still mandated to provide child care as noted above;

NOW THEREFORE, the parties agree to the following:

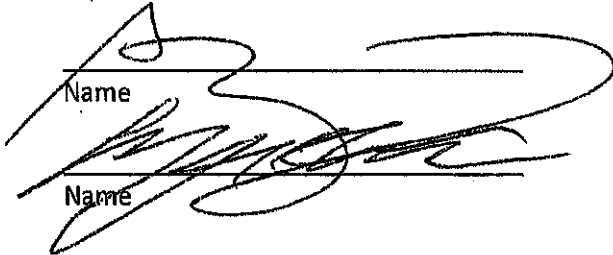
- 1) The District shall work with another childcare organization to offer child care in one or more of our schools to meet the mandatory requirement to offer child care in the District.
- 2) Provided employees meet the criteria in this agreement, pay for regularly-assigned hours shall continue through the school closure(s) related to Coronavirus/COVID-19.
- 3) Each employee that has been directed by health officials, the District or their doctor to remain away from the workplace shall be paid special emergency leave during the period they are directed to be away from work.
- 4) 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 March 12, 2020 shall be required to use a maximum of three leave days (personal leave, sick leave, vacation leave, etc.). In such cases, the district may seek verification of the employee's high-risk status from a medical professional.
- 5) 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, vacation 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.

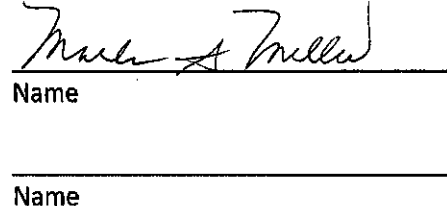
- 6) Each employee who voluntarily chooses to remain away from the workplace for reasons other than those listed in paragraphs 3, 4, and 5 shall use available leave or take unpaid leave.
- 7) Individuals who are eligible for benefits under the provisions of the SCCA collective bargaining agreement or who qualified for benefits as of the Governor's emergency declaration on February 29, 2020 will maintain their benefits.
- 8) Duties during the closure:
 - a) Unless otherwise agreed, employees should not report to their worksite when schools are closed.
 - b) Employees shall be available to perform the following duties during regularly-assigned hours, or on a modified shift as mutually-agreed:
 - i) Participate in on-line professional development identified by their supervisor.
 - ii) Participate in on-site professional development, provided social distancing measures as defined by Public Health Seattle & King County are in place. Administrators will provide at least 24-hour's notice of scheduled on-site PD.
 - iii) Prepare their room for resumption of regular Children's Center services.
 - iv) Offer remote Head Start program support, if qualified, to children and families as required by the Head Start grant for the District to remain eligible for continuation of funding during closure; and
 - v) Other duties as mutually-agreed by the Union and the District.
- 9) 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 shall be required to make up school day(s) resulting from such closures.
- 10) Evaluation: The district shall suspend employee evaluations for the 2019-2020 school year.
- 11) Communication: The district will continue to provide updates regarding recommendations from appropriate public health 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.
- 12) Both Parties recognize that the current situation is fluid and agree to ongoing negotiations as circumstances change and state and/or federal expectations are updated accordingly.

Agreed to this 18th day of March, 2020.

FOR THE ASSOCIATION:


Name _____
Name _____

FOR THE DISTRICT:


Name _____
Name _____