

**Memorandum of Understanding
Between
Shoreline School District
And
Shoreline Education Association
Health and Safety Protocols to Support Implementation of the Partially In-Person/Hybrid Model**

The following agreements apply to on site employees, as well as implementation of partially in-person/hybrid learning, unless issues related to remote learning are specifically noted.

1. Covid-19 Requirements

- 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 February 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.

2. Safety Committee

- a. By the definition in WAC 296-800-13020, a safety committee is an organizational structure where members are selected to represent a larger group of employees to create and maintain a safe and healthy workplace for all employees. All worksites with over eleven (11) employees are required to have an active safety committee, which shall be established and maintained per Labor and Industries (L&I) guidelines.
- b. The Building COVID Coordinator will work with the Building Safety Committee to ensure adherence to all health and safety protocols and requirements. The committee will work to increase knowledge of L&I health and safety guidelines.
- c. Employee-elected and employer-selected members (Employees selected by the employees bargaining representative or union qualify as employee elected).
 - i. The number of employee-elected members must equal or exceed the number of employer-selected members.
 - ii. The term of employee-elected members must be a maximum of one year. (There is no limit to the number of terms a representative can serve.)
 - iii. If there is an employee-elected member vacancy, a new member must be elected prior to the next scheduled meeting.
 - iv. Has an elected chairperson.
 - v. Determines how often, when, and where, the safety committee will meet.
- d. The safety committee will cover the following topics:
 - i. Review safety and health inspection reports to help correct safety hazards.
 - ii. Evaluate the accident investigations conducted since the last meeting to determine if the cause(s) of the unsafe situation was identified and corrected.
 - iii. Evaluate the workplace accident and illness prevention program and discuss recommendations for improvement, if needed.
 - iv. Develop building safety procedures, including general and COVID protocols to address classroom safety concerns, including instances requiring extreme de-escalation (e.g., “room clears”).

- v. Document attendance.
- vi. Write down subjects discussed.
- e. Meeting Records:
 - i. Minutes shall be prepared from each safety committee meeting that takes place.
 - ii. Minutes shall be preserved for one year.
 - iii. Minutes shall be made available for review by safety and health consultation personnel of the Department of Labor and Industries.
 - iv. The committee shall determine the frequency and duration of meetings, so long as they maintain compliance with their charge. If the committee cannot agree on the frequency and duration of their meetings, the Department of Labor and Industries' regional safety consultation representative shall be consulted for recommendations.
- f. The District will compensate a maximum of three SEA members to serve on the Building Safety Committee in each school at their hourly per diem rate.
- g. One SEA team member per building will attend the District Safety Committee meetings.

3. Health and Safety Training

- a. 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.
- b. Strict compliance with all relevant District safety and health rules will be an essential function of each employee's job.
- c. For future in-person implementations of hybrid student on-site learning, at least one (1) week prior to first partially in-person/hybrid student day, all employees will be provided with training regarding the District and school safety protocols and procedures that are adhered to District-wide and those that are specific to their building.

4. Training Requirements

Employee positions shall be classified as extremely high, high, medium, low or negligible exposure risk 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. 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 in the following areas, at minimum:

- a. The District shall provide training on the hazards and characteristics of the COVID-19 disease to all employees working at the place of employment regardless of employee risk classification.
- 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:
 - i. Access to mandatory COVID safety recommendation documents provided by agencies with jurisdiction over Shoreline School District;
 - ii. The characteristics and methods of transmission of COVID-19 disease;
 - iii. The signs and symptoms of the COVID-19 disease;
 - iv. Awareness of the ability of pre-symptomatic and asymptomatic COVID-19 persons to transmit the disease;

- v. Safe and healthy work practices, including but not limited to, physical distancing, disinfection procedures, disinfecting frequency, ventilation, noncontact methods of greeting, etc.
 - vi. 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.
 - vii. 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.
 - viii. 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).
- c. The 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 provided by the building administrator is responsible for confirming completion of the training made available on-line.

5. Face Coverings and Other PPE

- 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. 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:
 - i. A disability that prevents the wearing of a mask;
 - ii. Diagnosed respiratory conditions that prevent wearing a mask, or may cause trouble breathing;
 - iii. Deafness or hearing impairment that may require the use of facial and mouth movements as part of communication;
 - iv. Those advised by a medical, legal, or behavioral health professional that wearing a mask would pose a risk to that person;

- v. 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.

6. Student Compliance

- a. The District shall provide those students who arrive at school without appropriate PPE with PPE that meets 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.

7. 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. The District will require completion of attestations by staff and students/parents/guardians as required by law.
- c. A daily log of people entering the buildings shall be maintained by the District.
- d. Employees represented by SEA shall not be responsible for receiving, monitoring, documenting, nor handling student screenings or attestations.

8. Physical Distancing

- a. Prior to the first student contact day in the partially in-person/hybrid model, the District will determine the number of students that may be in a classroom or other facility while observing appropriate physical distancing.

- b. Capacity for students and staff in any facility and/or classroom shall be based on physical distancing requirements that allow for at least six feet between students and staff.
- c. Guidance will be provided to facilitate classroom set-up in such a manner as to ensure compliance with the six-foot standard.

9. HVAC

- a. The District will 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 based upon outside air temperature. MERV-13 filters will be installed and shall be replaced prior to the expected end of life.
- 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.

10. Handwashing

- a. 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.

11. 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 during the transition between Cohort A and Cohort B.
 - i. Each teacher shall be provided a unique, consistent on-site location in which to work while their classroom or workspace is being cleaned.
 - ii. Each classroom and workspace will be cleaned on a consistent assigned schedule, so staff will know when the process is underway and complete.

12. 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:
 - i. Close off areas occupied by the ill person(s).
 - ii. 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.

13. Supplies

- a. 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.

14. 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.
 - i. 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.
 - ii. 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.
 - iii. Isolation rooms shall be immediately cleaned and disinfected before next use.
 - iv. 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.

15. Suspected or Known Exposure

- a. In cases of close contact of a confirmed case, employees must stay home for the full recommended quarantine period, 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.

16. 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 within three (3) hours of 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. Should Public Health-Seattle & King County not engage in appropriate contact tracing, and there is not a verified connection to an external exposure, the COVID exposure will be presumed to have been related to the worksite.

17. Meetings

- a. 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.

18. Front Office Area and Visitors

- a. 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.

19. 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.)

20. 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. Prior to any employee's first on site workday, 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.

21. 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.

22. Duration of MoU

- a. This agreement shall be in effect through August 31, 2021.

Dated this 12th day of February, 2021.

FOR THE ASSOCIATION:



Matt Reiman, SEA President

FOR THE DISTRICT:



Tam Osborne, Director of Human Resources



Lyn Sherry, UniServ Director



Marla Miller, Deputy Superintendent