

**Memorandum of Understanding
Between
Shoreline School District
And
Shoreline Education Association**

**Agreements Related to
THE IMPACTS OF MOVING TEACHING AND LEARNING BACK ON CAMPUS
DURING THE COVID-19 PANDEMIC**

Additional Agreements Specifically Related to Grades 6-12

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, on March 15, 2021, Governor Jay Inslee issued a Proclamation 21-05 – Children and Youth Mental Health Crisis, which directs school districts to offer in-person learning options to all students no later than April 5 for elementary students (grades K-5 in Shoreline) and April 19 (grades 6-12 in Shoreline); and

WHEREAS, the parties reached an agreement regarding the return of self-contained special education students and elementary students (K-5) to campus in a hybrid model, which was ratified on February 5, 2021, and has been fully implemented, placing the District in compliance with the Governor’s Proclamation as it pertains to self-contained students and Grades K-5; and

WHEREAS, the negotiated Shoreline School District 2020-2021 School Year Calendar includes Spring Break from April 19-23, 2021 and the parties share a mutual commitment to meet the intent of the Proclamation; 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. Timing for Implementation of a Partially In-Person/Hybrid Model – Grades 6-12:** Students in Grades 6-12 shall be offered the opportunity to participate in on-campus, in-person instruction beginning April 26, 2021, which is the earliest possible date after Spring Break.
- 2. In-Person/Hybrid Model:**
 - a. The previously-negotiated 3x3 schedule shall remain in place, and students and staff shall remain in their assigned 4th quarter classes for the remainder of the 2020-2021 school year.
 - b. In order to maximize the on-campus opportunities for students through the end of the school year, an AM/PM model shall be implemented. The parties recognize the emphasis for the remainder of the school year, in alignment with Proclamation 21-05, shall be to offer on-campus instruction to as many students as possible while adhering to safety protocols. There is mutual acknowledgement that the model shifts the priority

from synchronous instructional time and intentionally limits asynchronous assignments in order to support the social-emotional and mental health needs of students.

- c. The secondary in-person/hybrid model will offer students either a combination of on-site and remote instruction, or fully remote instruction.
 - d. To meet safety protocols limiting the number of students in a classroom, the secondary hybrid instructional model shall offer live instruction in the morning to one cohort of students (Cohort A) and repeat the live instruction in the afternoon to the second cohort of students (Cohort B). In the event of a need to pivot from partially in-person/hybrid to a fully remote model, or vice versa, all cohorts shall remain as they were at the time of the pivot.
 - e. Teachers shall offer live instruction simultaneously to all students in a cohort:
 - i. Cohort A shall receive live instruction in the morning, either on campus or remotely based on their selection, and participate in remote asynchronous learning activities in the afternoon.
 - ii. Cohort B shall receive live instruction in the afternoon, either on campus or remotely based on their selection, and participate in remote asynchronous learning activities in the morning.
 - iii. Students shall not move from one cohort to the other, but may contact their teacher to shift from on site to remote as an accommodation for absence.
 - f. The approved AM/PM class schedule is attached, and shall include adjustments to the secondary self-contained schedule to align with the secondary hybrid schedule.
 - i. Live, synchronous instruction shall be offered on each Monday, Tuesday, Thursday and Friday identified as a student day on the currently approved 2020-2021 calendar.
 - ii. As with the elementary school model, remote asynchronous activities and instruction shall be offered to both the A and B cohorts each Wednesday for the remainder of the school year. Teachers will be accessible to assist students, via email or Canvas.
 - iii. Students in self-contained special education classes, whether in the hybrid on-site or hybrid remote model, shall be offered a program of instruction to meet their IEP goals, as follows: on Mondays, Tuesdays, Thursdays and Fridays, the secondary hybrid self-contained program shall begin with remote asynchronous services, after which on site synchronous instruction and services shall be offered.
- 3. On-site work:** The following modifications shall be made to agreements in the August 2020 MoU, related to on-site work:
- a. Some, but not all employees will be required to work on site when the district moves to a partially in-person/hybrid model. The requirement for employees to work on site shall be based on multiple factors.
 - b. Employees identified in Governor Inslee’s Proclamation 20-46.2, “High-Risk Employees” shall not be required to work on site, but will be provided the opportunity to do so should they choose. Accordingly, the employees identified below shall be offered remote teaching/service assignments, even if it requires an out-of-endorsement waiver, including:
 - i. Employees who are 65 years or older;
 - ii. Employees whose conditions are listed by the CDC under the “at increased risk” category; and

- iii. Employees whose conditions are listed by the CDC under the “might be at increased risk” category, but only if, based on the employee’s medical circumstances and workplace conditions, the employee is, in fact, at increased risk for suffering severe illness from COVID-19.
- c. Additionally, the following secondary positions shall not be required to work on site, but will be provided the opportunity to do so should they choose:
 - i. Psychologists
 - ii. Therapeutic Specialists (OT, PT, SLP)
 - iii. All TOSAs
- d. The following secondary positions shall be required to work on site, subject to the exceptions laid out in the Governor Inslee’s Proclamation 20-46.2 and referenced above:
 - i. Secondary classroom teachers (general education; special education; and program specialists, e.g., MLL)
 - ii. Deans
 - iii. Secondary Counselors: In order to potentially limit on-site contact, counselors who work at a common worksite may establish an on-site rotation schedule which, if it is agreeable to those employees and their supervisor, may allow work off-site.
 - iv. Librarians (as needed, to manage the collection and check out books to staff and students)
 - v. Activity Coordinators
 - vi. Athletic Directors
 - vii. Instructional Coaches (elementary and secondary)
- e. All employees who are required to work on site and who do not qualify for exceptions as defined in Governor Inslee’s Proclamation 20-46.2, shall have the right to request off-site work. If at all possible, the District will grant such requests.
- f. Employees who are required to work on site, and who do not qualify for accommodation and are not granted off site work, may avail themselves of any leave for which they qualify.

4. Classroom Teacher Assignment/Reassignment:

- a. Secondary classroom teachers shall continue to teach the students they were assigned while in a fully remote setting.
- b. Teachers shall teach in-person and remote students simultaneously.
- c. Students registered for partially in-person/hybrid shall receive in-person instruction in either the A or B cohort. Fully remote students shall synchronously access all classroom instruction via the use of technology, in either the A or B cohort.
- d. In cases of an off-site teacher, supervision and instructional support shall be provided to each cohort (A or B) while they are at school by certificated substitute or a paraeducator. If a paraeducator is utilized, the paraeducator shall be scheduled for a minimum of 30 minutes beyond the student day for both the A and B cohort, to provide capacity for preparation of the classroom and materials, and to allow for time to work with the classroom teacher.
- e. The staffing process for the 2021-2022 school year shall commence with an assumption that all employees are assigned as they were on September 16, 2020, i.e., the first overload count date in the 2020-2021 school year.

5. Cohort Configuration:

- a. In order to implement the partially in-person/hybrid model, classrooms will be configured to meet safety guidelines and social distancing requirements established by the Department of Health, which will require student cohorts to be no larger than 15 students, unless mutually agreed between the parties due to program need and only if allowed by the physical space.
- b. All students enrolled in the Shoreline School District in the 2019-2020 or 2020-2021 school years shall be invited to participate in either remote or partially in-person/hybrid learning.
- c. Students registered to attend school on site shall be assigned to appropriate A or B cohorts, based on the same criteria typically used to configure classrooms. They shall also consider family needs, sibling alignment, and the heightened need to allow access by therapeutic and intervention specialists caused by COVID-19 and the altered school schedule.
- d. Families with students enrolled in those programs or grades that are scheduled to move from the current, remote-only model, into the partially in-person/hybrid model, will be offered the opportunity to choose between either the remote-only or hybrid model. Once families have surveyed and made their choice, students will be assigned to the preferred model for the remainder of the 2020-2021 school year.
- e. Staff shall be provided notice of student registration (remote and partially in-person/hybrid) and cohort assignment no later than April 9, 2021.

6. Support Prior to the Transition to and Implementation of the Partially In-Person/Hybrid Model:

- a. Secondary educators whose students are moving from a fully remote model to a partially in-person/hybrid model effective April 26, 2021, shall be provided the following support:
 - i. Five early release days, inclusive of the currently scheduled early release Wednesday, on April 12-16, 2021. The early release time shall be provided as individual time or collegial time as defined in Section 17.6 of the CBA.
 - ii. Flexibility to establish a balance between curriculum delivery and activities that reinforce initial on-site student safety routines.
- b. During the week of April 12-16, students shall be offered campus orientation tours after school hours, as follows:
 - i. At the high school:
 - 9th grade students and students who are new to campus (have not previously attended) and who have registered for on-site learning
 - Facilitated by “New Student Orientation & Mentoring” Advisors and their student leadership teams, as appropriate; Activity Coordinators; Deans; Counselors; and Freshman Class Advisor(s).
 - ii. At the middle school:
 - 6th, 7th and 8th grade students who have registered for on-site learning;
 - Facilitated by “New Student Orientation & Mentoring” Advisors and their student leadership teams, as appropriate;
 - Additional certificated staff who participate in conducting on-site student orientation tours shall be paid at the Certificated Hourly Rate

7. **Meetings:** Building meetings, including but not limited to staff meetings, SST meetings, Guidance Team meetings, BLT meetings, shall be calendared on a building-wide calendar shared with all staff who work in the building.
8. **Safety:** Health and safety agreements shall be attached in a separate MoU titled “Health and Safety Protocols to Support Implementation of the Partially In-Person/Hybrid Model.” Due to the passing of students from one class to another at the secondary level, teachers may be asked to assist in developing and implementing protocols for their classrooms to ensure student spaces are disinfected and cleaned between use.
9. **Technology and Other Support:**
 - a. The District shall require SEA employees to simultaneously provide remote and in-person teaching, and shall provide all necessary equipment to support the model. Multiple training opportunities to support use of any new equipment shall be provided throughout the week of April 12-16.
 - b. The District shall pay a moving stipend in the same amount as identified in Section 23.3.2 of the CBA to any teacher, including general education who was directed to move their classrooms at the end of the 2019-2020 school year.
 - c. All staff shall have continued access to SeeSaw and Canvas as necessary to support the students they serve.
10. **Student Services (Special Education/IEP, 504 Plans, MLL, Highly Capable, LAP, Title, etc.):**
 - a. Student services shall continue to be offered when the District moves all secondary students to the partially in-person/hybrid model.
 - b. The decision to deliver student services in-person or remotely shall prioritize adherence to safety protocols, including the guidance to limit increased exposure to multiple groups of staff or students throughout the day. In such cases as, in the professional judgement of the educator, services shall be delivered to one or more students in person, the educator shall be provided the appropriate level of PPE and follow all safety protocols with students to mitigate the risk of increased exposure.
 - c. As was provided in the fall, and in order to support the potential increased need to amend IEP’s, the District will provide special education teachers eligible for IEP support as outlined in Section 32.12, thirty (30) minutes of additional pay at the employee’s individual per diem rate, or 30 minutes of release time, for each IEP revision submitted compliant with state and federal law.
 - d. For any therapeutic or other specialist who works with elementary as well as secondary students and has not yet adapted their schedule to accommodate the partially in-person/hybrid model, they shall be granted one release day to design a new schedule.
 - g. All supports as are defined and required in the IEP shall be provided for students.
 - e. Therapeutic Services:
 - i. Therapeutic services shall be provided as defined in the previous agreement, ratified on February 5, 2021, “The Impacts of Moving Teaching and Learning Back on Campus During the Covid-19 Pandemic.”
11. **Exposure to COVID-19 in the Workplace & Leaves:** Employee rights related to leaves and exposure in the workplace are defined in the previous agreement, ratified on February 5, 2021, “The Impacts of Moving Teaching and Learning Back on Campus During the Covid-19 Pandemic.”

12. Effective Dates: This MOU shall be in effect until August 31, 2021, unless extended 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.

Dated this 13th day of April, 2021.

FOR THE ASSOCIATION:

Signature on file

Matt Reiman, SEA President

Signature on file

Lyn Sherry, UniServ Director

FOR THE DISTRICT:

Signature on file

Tam Osborne, Director of Human Resources

Signature on file

Marla Miller, Deputy Superintendent

Glossary of Terms for Hybrid Learning
October 27, 2020 (Updated February 1, 2021)

Application and implementation of the terms defined in the glossary below will be determined by the parties through negotiation.

1. **Asynchronous Learning:** Students learn independently, not “live” with the teacher, to complete assignments and learning tasks as scheduled and directed by the teacher.
2. **Synchronous Learning:** Students learn while the teacher is available in real time; may be remote or on campus. Students have “live” access to the teacher and peers while completing assignments and learning tasks.
3. **Cohort:** A group of students who learn together in the same instructional model or schedule, either remotely or in person.
4. **Plan:** Logistics, conditions and coordination required to implement a model.
5. **Schedule:** Assigned times for different activities during the day.
6. **Model:** Structure/framework through which instruction is delivered. Requires consideration of instructional priorities and variables such as whether instruction will be delivered remotely or in person, how much time will be spent on campus, assignment of students to specific classes or teachers, etc.
 - ❑ **In-Person Instructional Model:** Students and teachers both participate in on-campus teaching and learning.
 - ❑ **Remote Instructional Model:** Students and teachers both participate in teaching and learning offered exclusively through technology, with students in one location and instructors in another; may be synchronous or asynchronous.
 - ❑ **Hybrid Instructional Model:** Both in-person and remote instruction is offered. Students will be assigned to in-person, remote, or a combination of both (in-person and remote) models.
7. **Elementary Content Specialist:** Instrumental Music, General Music, Library, Physical Education
8. **Educational Staff Associate (ESA):** Occupational Therapist (OT), Physical Therapist (PT), Psychologist, School Counselor, Social Worker, Speech-Language Pathologist (SLP)
9. **Intervention Services:** Instruction offered to students with special learning needs; may include Special Education, MLL, HiCap, Title I/LAP, 504 accommodations.
10. **Therapeutic Services:** Special Education/therapy provided by an Occupational Therapist (OT), Physical Therapist (PT), or Speech-Language Pathologist (SLP).
11. **Learning Period:** A defined period of instructional time designated on a schedule.
12. **Launch:** Introduction and start of synchronous or asynchronous teaching and learning activities.
13. **SEL:** Social and Emotional Learning

“SEL is the process through which children . . . acquire and effectively apply the knowledge, attitudes, and skills necessary to understand and manage emotions, set and achieve positive goals, feel and show empathy for others, establish and maintain positive relationships and make responsible decisions.” Casel