



MEMORANDUM OF UNDERSTANDING

between

Seattle School District No. 1

and the

Seattle Education Association

To guide health & safety for the 2021-2022 school year



This Memorandum of Understanding (MOU) is entered into by and between Seattle School District No. 1 (“District”) and Seattle Education Association (“SEA”) (collectively the “Parties”).

The Parties are committed to providing a safe and equitable learning and working environment for all students and staff considering the ongoing COVID pandemic and the longer-term pandemics of racism and inadequate mental health care. Recognizing the concern raised by the risk of COVID variants, the Parties rely on guidance from health authorities to determine appropriate operational protocols and recognize the need for flexibility and the ability to strategically pivot to keep students and staff safe.

Acknowledging that vaccination and face coverings/masks are the most effective tools to prevent transmission of COVID, the Parties agree that to safely operate schools, prevention measures should be utilized.

The Parties agree to the following:

I. **HEALTH & SAFETY.**

A. **Prevention Strategies.** The District will follow local, state, and federal health and safety guidelines to ensure employees’ safety. The District will provide the layered preventive measures outlined in this MOU. The following measures are guided by current OSPI guidelines, which include Washington State Department of Health (“DOH”) and Washington State Department of Labor & Industries requirements (“L&I”), along with Public Health – Seattle & King County (“PHSKC”) recommendations. The District and SEA agree these guidelines may change and need to be revisited periodically.

Regardless of the level of community transmission, all schools will use and layer prevention strategies with fidelity. The following prevention strategies are essential to safe delivery of in-person instruction and help to mitigate COVID transmission in schools:

- Universal and correct use of masks
- Physical distancing to the extent possible
- Improving when needed, monitoring, and sustaining ventilation and air quality

- Handwashing and respiratory etiquette
- Cleaning and disinfecting
- Staying home when sick
- Contact tracing in combination with isolation and quarantine and in collaboration with Public Health – Seattle & King County
- Responding to symptoms/cases of COVID

B. **Protocol Changes.** The District will continue to meet with Public Health – Seattle & King County and display COVID prevention strategies for the 2021-2022 school year that are linguistically accessible and visible at all school and district worksites. Any changes communicated to the District from PHSKC that necessitate modifications to COVID protocols will be communicated in the LMC and to impacted SEA staff before implementation. The protocol changes will also be incorporated into the District website for community members to view.

C. **Reporting Violations.** Prior to the start of the school year, the District will develop a protocol for staff to report violations of health and safety protocols to be in the District’s COVID Health and Safety Resources. The District will establish a process and communicate the process to follow-up on individual staff complaints regarding alleged violations of COVID health and safety protocols. The District will address and respond to all alleged violations within two (2) business days, informing the COVID Site Supervisor of their response.

1. Staff who believe COVID health and safety measures are not being followed should report the potential violation according to the established protocol. Staff also have the right to report violations of health and safety measures including, but not limited to, violations of WAC 296-24-020, to the appropriate governmental agency or agencies. For rapid response and information, staff are encouraged to contact the health information line at healthinformation@seattleschools.org.
2. When a key HVAC system is reported to be operating incorrectly, the District will create a work order. Work orders related to the functionality of a HVAC system will be marked as high priority. The District will document all reported concerns related to the ventilation system as well as the response to those concerns through the work order system. The work order will be shared with the building’s custodian.

D. **Proof of Vaccination.** The District is required to verify the vaccination status of staff as required by DOH and L&I. The District will not maintain copies of actual employee vaccination records and will only release an identifiable verification record where required to do so by court order.

The Parties agree that vaccination and face coverings/masks are the most effective tools to prevent transmission of COVID and the parties will immediately bargain implementation of the Governor's mandate that school staff become vaccinated by October 18, 2021.

E. **HVAC.** The District will comply with requirements set forth by American Society of Heating, Refrigeration, and Air-Conditioning Engineers (ASHRAE), Department of Labor and Industries, Washington Administrative Code (WAC), and Department of Health to ensure fresh air supply, filtration, and circulation to help prevent the spread of COVID. Specific operational practices include, but are not limited to:

1. The District will meet or exceed the operational practices stated by DOH to ensure five (5) to six (6) effective air exchanges per hour per workspace which includes classrooms, cafeterias, gymnasiums, libraries, and main offices for excellent ventilation. The District will ensure ten (10) effective air exchanges per hour in choral/band classroom and protected health care room workspaces due to the nature of the activities assigned to that space. This should be achieved with the HVAC equipment and air cleaners in school buildings.
2. The District will provide additional portable HEPA filtration to increase ventilation if a workspace does not meet the operational standards identified above. In spaces where there is a practical/regulatory limit (e.g. fire code violation) to adding HEPA filtration, the District will post a maximum occupancy limit. The District will provide a portable HEPA filtration to any art room or trades/skill classroom (e.g. ceramics, woodshop, culinary, or automotive classrooms) that due to the nature of the activities that create higher levels of particulates in that space.
3. The District will verify all facility support ventilation equipment is operating in the optimal manner. The District will create a record of tests performed in building workspaces. HVAC records will be provided by the District upon request. The District will offer two (2) educational seminars on District HVAC protocols for school BSTs and interested employees to attend.
4. Any airflow solution will maintain the required indoor air temperature to promote effective teaching and learning of at least 65 degrees in classrooms and office spaces, and 60 degrees in gyms.
5. The District will provide for two-hour pre- and post-occupancy building fresh air ventilation purges. Fresh air ventilation purges may inhibit the District's ability to maintain required indoor air temperatures detailed in Section E. 4. An elimination of a redundant fresh air ventilation purge (an

air purge following an air purge with no substantive building use in between) is agreed to by SEA if deemed to be necessary to maintain WAC-required building temperatures. SEA will be informed of the change in writing.

6. The District will provide MERV-13 filters in buildings that are compatible with them. In buildings that are not compatible with MERV-13 filters or that would have airflow restricted if a MERV-13 filter was put in place, portable HEPA air filters will be provided.
7. The District hired a third-party industrial hygiene firm (EEI) to assess the overall compliance with DOH and ASHRAE guidelines to determine the efficacy of current HVAC systems in all buildings. The District will provide a Facility Health Management Scorecard to each BST. The scorecard is the results of the District's HVAC assessment and third-party validation. The scorecard is a confirmation that all of the workspaces in a building detailed above were tested by the District and spot-checked by a third-party industrial hygiene firm. For each worksite, the District will provide the BST with a listing of each space within the building that is monitored for ten (10) effective air exchanges per hour.
8. District staff will test each workspace in a building to measure the particulate levels; a third-party industrial hygiene firm will perform spot checks at a ratio of 1:7 spaces within each building to validate the District's results to meet the goal of ensuring a safe environment with adequate clean air. Testing will occur before the school year begins, after the school year begins when the buildings are occupied, and when changes are made to the HVAC operating system that impact air flow (e.g., changes to account for colder outdoor temperatures). This testing process will be verified with protocols developed by a third-party industrial hygiene firm.
 - a) The testing program will initially assess all classrooms and common workspaces in a facility and a round of second testing will begin the first week of school when students and staff are occupying these spaces.
 - b) The District will do representative testing throughout buildings and the third-party industrial hygiene firm will perform spot checks in each building to validate the District's results to measure the particulate level to meet the goal of ensuring a safe environment with adequate clean air when weather necessitates a reduction in how much outside air is circulated in buildings. This test should be completed when ventilation is adjusted for the onset of colder outside temperatures. The District and a third-party industrial hygiene firm will monitor workspaces for clean air

on an as-needed basis. Results will be shared with COVID Site Supervisor and BSTs upon request.

F. **Cleaning and Disinfecting.** Cleaning and disinfecting protocols will follow Washington State Department of Health and Public Health – Seattle & King County (“PHSKC”) guidelines. Currently, these protocols will include daily cleaning of all classrooms (if children are present). Staff will have access to approved cleaning and disinfecting products with instructions for use for cleaning items such as desktops, keyboards, phones, or other equipment or tools before and after use. Hand sanitizer will be accessible in each workspace. Protocols may be updated as DOH and PHSKC guidelines change.

1. The District will share custodial cleaning schedules with all BSTs at the start of the year and will update a BST if the schedule changes for their building. SEA-represented employees will not be expected nor compelled to clean their workspace.

G. **Physical Distancing.** The District follows DOH and PHSKC guidelines regarding physical distancing and will update protocols as guidance changes. In alignment with guidance at the time of MOU drafting, the District will:

1. Classrooms – Maintain physical distance of three (3) feet or more between students in classroom settings to the maximum degree possible and reasonable that allows for full-time, in-person learning for all students. As recognized by DOH, any given school’s ability to physical distance will depend upon students’ ages, developmental and physical abilities, and available space.
2. Lunch – During lunch, when masks cannot be worn, schools will seek to maximize physical distancing to the greatest degree possible and reasonable.
3. Recess, Common Spaces, Hallways – When students are at recess and using common spaces and hallways, schools will seek to maximize physical distancing with the goal to maintain physical distance of six (6) feet or more between students to the degree possible and reasonable.
4. Transportation – First Student will implement a bus loading protocol to maximize physical distancing. As students enter a bus, they will move to the furthest open seat in the back and seating will move forward to the front. Only if each bus seat contains one student, will students begin sitting two per seat. All bus windows will be open to some extent to provide consistent airflow throughout the bus if doing so will not pose a safety risk.

For District-provided individual student transport (e.g., Hop, Skip, Drive) accompanied by an SEA-represented employee, layered prevention

strategies such as opening vehicle windows to provide constant airflow (if doing so does not pose a safety risk) and enhanced PPE may be determined to be appropriate and will be made available for employee use in accordance with L&I guidance.

H. **Personal Protective Equipment.** The District follows L&I and DOH guidance regarding personal protective equipment (“PPE”) and will update protocols as guidance changes. In alignment with guidance available at the time of MOU drafting, the District will:

1. **Masks** – Cloth face coverings (“masks”), or an acceptable alternative (e.g., surgical mask or clear face shield with a drape) will be required for all persons on District property and District-provided transportation. This DOH requirement remains in effect for all persons, vaccinated and unvaccinated, until such a time that PHSKC and DOH modifies or withdraws its directive for masks to be worn in school buildings. Staff may request enhanced PPE for supervision/lunch duties and transportation duties.

- a) **Provision & Ordering** – The District will provide staff with all PPE recommended by state or local health and workplace safety agencies to mitigate the transmission risk level. The District will provide PPE that is appropriate to the work environment, risk level, and individual need in accordance with L&I guidance. All necessary PPE will be readily available to all staff at their worksite. Students who don’t have PPE provided by their parent/guardian will have necessary PPE provided to them at their school. The ordering process for ongoing needs will be documented and clearly communicated to staff. Ordering procedures and building level processes will be shared with all schools and worksites by August 25.

- b) **Inventory** – Custodial Services monitors and reviews the inventory of PPE held by the District. Every week, school principals and/or BSTs will review PPE inventory to maintain a 30-workday supply for all staff, students, and visitors using school buildings. If additional PPE is needed beyond what is stored on site, PPE orders placed by Wednesday will be delivered to buildings the following Monday. Classrooms requiring enhanced PPE (e.g., surgical masks, disposable gowns, face shields, KN95 masks) should maintain a two-week supply in the classroom.

I. **Central COVID Team.** The District will maintain the Central COVID Team, which is comprised of nurses and other professionals, to provide guidance and support for COVID health and safety concerns. The Central COVID Team monitors and responds to daily questions or concerns, serves as a liaison to PHSKC to support

contact tracing, coordinates enhanced PPE ordering, and provides health recommendations for the District.

J. **Building Safety Team.** Each worksite will have a Building Safety Team (“BST”) to review and discuss staff safety concerns. District schools with multiple sites will have one BST. SEA-represented employees on their school’s BST will receive a three-thousand eight-hundred and ten dollars (\$3,810.00) stipend to distribute among the SEA-represented BST members. The stipend is provided to SEA-represented employees serving on the BST to compensate for extra days of duty served beyond the contract year and/or extra duties regularly extending beyond the workday.

The ideal composition of a BST is: SEA-represented SAEOP, paraprofessional, nurse, and certificated non-supervisory employee, COVID Site Supervisor, and custodian. A BST must have employee-elected and employer-selected representatives. The number of employee-selected members must equal or exceed the number of employer-selected members. A BST must elect a chairperson. All other provisions of WAC 296- 800-13020 will be followed.

Each District school BST, in coordination with their school administrator(s) will do the following tasks:

1. Receive the building’s HVAC Facility Health Management Scorecard completed by a third-party industrial hygiene firm for validation. The majority of scorecards will be received by each District building before the first day of school. In cases where the scorecard is being finalized due to construction or other factors, the scorecard will be received by the building during the first week of school at the latest.
2. Confirm an appropriate communication for arrival and dismissal procedures is ready to be distributed to students and parents/guardians. Each school’s plan should contemplate details such as needed staffing, routes, physically distanced waiting areas, etc. The plan should be drafted no later than the day before the first day of school at the latest.
3. Sustain current hallway markings and directional flow. Develop a communication regarding hallway travel and physical distancing for staff and parent/guardians or verify a communication has been prepared. Confirm a plan to teach students hallway and transition expectations within the first three days of school.
4. Confirm that common spaces including, but not limited to, lunch/workrooms, shared offices, and copy rooms are set up in a manner consistent with COVID health and safety protocols. This should be

completed no later than the day before the first day of school at the latest.

5. Confirm building entrances that are planned to be used have hand sanitizer, disposable masks, sign-in sheets, and signage related to COVID prevention. This should be completed no later than the day before the first day of school at the latest.
6. Secure health and safety materials including, but not limited to, no-touch thermometers, disposable gowns, cleaning supplies, masks, face-shields, and District-provided restroom occupancy signage templates. Prepare a clear communication for staff detailing where the materials are located. This should be completed no later than the day before the first day of school at the latest.
7. Mark restrooms with signage encouraging physical distancing and promoting health and safety protocols such as proper hand washing or confirm that signage is in place. This should be completed before the first day of school or within the first two weeks of the school year at the latest if not able to be reasonably accomplished before.
8. Conduct a final safety walk-through to confirm that common spaces including, but not limited to, staff lunch/workrooms, shared offices, and copy rooms are set up in a manner consistent with COVID health and safety protocols. This should be completed before the first day of school or within the first two weeks of the school year at the latest if not able to be reasonably accomplished before.
 - a) Supervisors will ensure PPE and other necessary equipment is delivered to decentralized site locations and campuses.
9. At least three (3) school days before the start of the school year and conducted during additional working hours, not during TRI day professional development training, the BST in coordination with their school administrator(s), will:
 - a) Confirm that a 30-workday supply of cleaning and disinfecting supplies is available for use in all classrooms for shared touchable surfaces.
 - b) Confirm that two hand sanitizer bottles will be provided that can be refilled or replaced as needed. Each workspace used for student services will have at least one hand sanitizer bottle that will be refilled or replaced when needed.

- c) Provide employees with specialized face coverings (e.g., KN95, K95, clear face masks, and face shields) that are appropriate to the work environment, risk level and individual need in accordance with L&I guidance.

K. **COVID Site Supervisor.** Each worksite will have an assigned COVID Site Supervisor whose responsibilities include monitoring the District’s safety plan, coordinating with central office, and making available adequate supplies for safe working conditions. SEA-represented employees will not be expected nor compelled to serve as a COVID Site Supervisor.

L. **Response to COVID Symptoms.** The District follows DOH and PHSKC to respond to a student or staff member presenting symptoms of COVID and will update protocols as guidance changes. In alignment with guidance available at the time of MOU drafting, the District will:

1. Contact Tracing – The District will follow all DOH and PHSKC guidelines regarding contact tracing. Protocols will be updated as DOH and PHSKC guidance changes. PHSKC definitions of close contact and quarantine will be included in districtwide COVID communications.
2. Symptom Protocol - Staff and students presenting COVID symptoms during the workday/school day will follow District protocol.
3. Protected Health Care Rooms – The Protected Health Care Room (“PHCR”) is in an area of each school that limits potential COVID exposure to others. PHCR protocols are found in the COVID site supervisor handbook and follows public health guidance. SEA-represented employees will not be expected nor compelled to monitor Protected Health Care Rooms.
4. Reporting – The District follows reporting requirements of DOH, PHSKC, and L&I for incidents of COVID.
5. Quarantine Protocol. -The District follows DOH and PHSKC guidance to respond to COVID exposure in schools.

M. **COVID Dashboard** - A public-facing dashboard will be maintained and accessible (website main page) by the District to view confirmed employee and student COVID cases reported to the District.

N. **COVID School Health Campaign and Communication.** The Parties believe that trust and transparency are foundational to a successful return to full-time, in-person learning while we are still navigating a global pandemic. During the TRI days or during a

department in-service at the start of the school year, communication and trainings will be provided to staff on the following topics:

1. COVID health and safety protocols including:
 - a) How to recognize and respond to symptoms of COVID;
 - b) Physical distancing, handwashing, and masks;
 - c) Appropriate use and of PPE including information to support mask stamina and mask breaks; and
 - d) Importance of frequent cleaning and hand washing.
2. Information about COVID and preventing transmission.
3. Role of COVID Site Supervisor, BST, and Central COVID Team.
4. Culturally relevant and anti-racist practices/strategies to encourage students, staff, and families to follow health and safety protocols.

The District will make educational materials and supports available to bus monitors to support students who don't wear masks and supporting students in mask-wearing safety. Further, bus monitors will receive training on correct wearing/use of enhanced PPE.

Trainings will be updated to reflect changes consistent with COVID health and safety protocols (e.g., CPI trainings for compliance) and will be offered as early as possible in the school year.

The August 31 TRI day will remain dedicated to classroom/worksite preparation directed by the educator except for one hour to be used for COVID health and safety training.

O. Superintendent Communication. The Parties agree that consistent and dependable communication from the Superintendent or their designee to the school community regarding COVID health and safety in the District is helpful to reinforce the protocols followed in schools to provide a safe workspace and learning environment for staff and students. The District will continue to provide public health information to staff, students, and families and support schools in implementing COVID health and safety protocols detailed in this MOU. This communications calendar will be communicated to staff and families.

P. SEL Lessons. Prior to the first student day, the District will make readily available SEL lessons, curriculum, and resources to be utilized in the transition back to full-time in-person in the fall for staff, students, and parents/guardians. The District will encourage and support school sites to provide a "strong start" program that prioritizes social emotional learning, restorative practices, and student well-being.

Q. Stay Home Sick Campaign. The District will create a one-page resource document for staff that outlines when staff should stay home.

1. The District will create a one-page resource document for students and parents/guardians that outlines when students should stay home sick. This document is expected to evolve over time and the District will update it as guidance evolves.
2. This resource document will explain the District's recommendations for when students should not come to school in terminology that is linguistically accessible. It should detail the symptoms that would prevent a student from attending school in-person and provide the length of time a student should stay home for each.
3. This one-page resource document will be translated into the District's top five (5) languages and the top eight (8) languages when possible. This communication will be posted to the District's website, provided to school leaders for distribution, and sent to parents/guardians by Public Affairs before September 1, 2021.
4. The District will regularly communicate with parents/guardians, students, and staff (including third-party transportation) using clear language any updates regarding stay home sick recommendations and guidance to ensure all parties have the most current and consistent information.

R. **COVID Testing at School.** The District will provide diagnostic testing for students and staff. The parties share an interest in reducing barriers to testing to protect the health of our school communities and lost instructional time for students. The District will provide COVID tests that can be administered by a student or parent/guardian during pick up. Testing will be done onsite. Staff may access testing at any District building. All test results will be protected. Positive test results will be supported with contact tracing, communications, and quarantine guidance.

S. **Visitors to Schools.** All visitors to schools will be required to follow District COVID health and safety protocols including masking and physical distancing. All visitors to schools will be pre-approved through an attestation process which will include proof of vaccination. All visitors will continue to be required to sign in to maintain and support accurate contact tracing protocols and procedures. All visitors, including contractors and parents/guardians, will be allowed on site by appointment only. Where a parent/guardian is unable to attend an in-person appointment because they do not have proof of vaccination, schools will offer alternate ways of meeting such as a virtual meeting on Teams.

T. **Volunteers.** School buildings should limit volunteers to necessary school functions. All volunteers will be required to provide proof of vaccination, complete a video training on COVID health and safety protocols, and follow District COVID health and safety protocols. Volunteers will support students remotely to the extent possible.

The District will communicate COVID health and safety protocols to community-based organizations working in schools and require them to be followed.

U. **School Closures.** In the event that an entire school building/program needs to close for a quarantine, educators assigned to the school building/program will have one day of transition to prepare for remote instruction. The District’s Curriculum and Instruction department will provide asynchronous materials for this one day of student instruction.

V. **JOHN STANFORD CENTER FOR EDUCATIONAL EXCELLENCE.** The District will follow COVID prevention guidance provided by Public Health – Seattle & King County (“PHSKC”) guidelines and the Washington State Department of Labor and Industries for the John Stanford Center for Educational Excellence (“JSCEE”). JSCEE will have a Building Safety Team.

W. **Change in Guidance.** As indicated in the preceding language, the Parties acknowledge that guidance from DOH and PHSKC is likely to evolve and change throughout the 2021-2022 school year. SEA agrees that the District has the right to change prevention strategies to remain in alignment with current DOH and PHSKC guidance. The District will continue to meet or exceed the operational practices as outlined in Section E. *HVAC* above, no matter if there is change in DOH or PHSKC guidance, except as agreed to in Section E.5. If DOH or PHSKC guidance is updated that reduces when and how long people should mask or a terminates contact tracing, the Parties agree to meet and bargain these changes.

II. **CERTIFICATED EDUCATOR ABSENCES.** The Parties agree to make certificated educator absences a standing item on the Labor Management Committee agenda to discuss and problem solve the concerns around substitute coverage for educators.

III. **NON-CLASSROOM DUTIES DISTRIBUTION.** The return to full-time, in-person school necessitates each building has a plan in place that incorporates preventative strategies for lunch, recess, and passing time. Equitable distribution of non-classroom duties supports preventive strategies by limiting overall time spent performing duties by each school employee. The plan should address equitable distribution of non-classroom duties such as lunchroom and drop off/pick up supervision among all staff (classified and certificated) and will be reviewed by the BST and determined by the BLT.

Each school’s additional non-classroom duties should be distributed equitably among all staff. All special education staff will develop a plan to meet their students’ IEP obligations that also permits them to perform some non-classroom duties when possible and reasonable. SAEOPs will develop a plan to ensure consistency in open office hours for students and parents/guardians while being available to support non-office duties (e.g., recess supervision) when possible and reasonable.

IV. WORKSPACES.

- A. **Specialist/ESA/Itinerant.** The physical working space of any specialist/ESA /itinerant staff person in a school building will be of the appropriate size to provide quality in-person instruction and services to the students they are assigned to. Any assigned room will comply with the layered mitigation strategies outlined in this MOU.
- B. **Shared Spaces.** Instruction will not occur in spaces while students are unmasked for lunch.
- C. **Evaluation.** A private space will be made available for in-person evaluations to assure privacy. To help protect student privacy, these workspaces will contain a lockable filing cabinet for FERPA-protected student records and a headset with microphone. Other equipment such as a document camera, second computer screen, docking station, external mouse, and keyboard will be provided if needed. Only one ESA will use the space at any given time. ESAs will coordinate and plan service schedules to reserve the shared office space using the District wide room reservation system. If there is confusion or scheduling conflicts, the issue will be brought to the team leads of the respective departments and the ESA Supervisor for resolution. When the designated shared office space is overscheduled, any alternative space must contain the same necessary conditions listed above.
- D. **Shared Office Space.** Central office deployed certificated and classified staff with shared office space will in collaboration with their supervisor ensure all necessary PPE and supplies are available in offices where social distance is not possible. If office space is limited, time in the office will be scheduled equitably among all certificated and classified staff to ensure program/departments needs are met.
- E. **MENTAL HEALTH Resources Student Supports.** The District has developed a comprehensive wellness plan for students that includes a continuum of supports and services to support impacts of secondary trauma and caregiver fatigue due to the on-going pandemics. All students will have access to universal supports including SEL.
- F. **Staff Wellness.** The District will provide a comprehensive list of mental health resources to staff. The District will hire a wellness manager to build a robust staff wellness program that includes mental health, affinity groups, counseling, and self-care.
- G. **LMC.** The District and SEA will add a standing agenda item to Labor Management Committee meeting agendas to discuss the increased need for mental health and social emotional supports amongst some SEA-represented staff including school counselors, family support workers, student family advocates, social workers, and school nurses. Staff may be invited to meetings by SEA to share their personal experience and needs.

V. ACCOMMODATIONS, LEAVES, AND BENEFITS.

A. **ADA Accommodations.** Upon request for an accommodation under the ADA, the District will consider whether remote work or other accommodations are reasonable for the employee.

B. **Leave Information.** The District will create a comprehensive list of all available employee leaves, including expanded Workers Compensation coverage under the Washington State Emergency Labor Standards Act (HELSEA), detailing each leave's eligibility requirements and make it available on the internal Human Resources site.

C. High-Risk Employee and High-Risk Family Member Leave

1. High-Risk Employee. In accordance with the provisions of the Washington State Health Emergency Labor Standards Act (HELSEA), high-risk employees may utilize all available leaves and/or may request and be granted an unpaid leave of absence with full right of return to their position as detailed below. High-Risk employees who choose this leave option must contact the Leave Department and provide documentation. Employees will be advised this leave is job protected, with a full right to return to their position. Employees who choose to utilize this leave option may use their own available paid time to cover their absences and may request shared leave donations. Once employee requested paid time is exhausted, the remainder of the leave will be unpaid; an unpaid leave may result in termination of employee health insurance and benefits, subject to COBRA and FMLA provisions. Employees who choose this leave option may return to on-site work at any time during the school year by notifying the Leave Department in advance of their planned return date.
2. High-Risk Family Member. SEA-represented employees who have high-risk family members may utilize all available leaves and/or may request and be granted a leave of absence with full right of return to their position as detailed below. Employees who choose this leave option must contact the Leave Department and provide documentation. The employee will be advised this leave is job protected, with a full right to return to their position. Employees who choose to utilize this leave option may use their own available paid time to cover their absences and may request shared leave donations. Once employee requested paid time is exhausted, the remainder of the leave will be unpaid; an unpaid leave may result in the termination of employee health insurance and benefits, subject to COBRA and FMLA provisions. Employees who choose this leave option may return to on-site work at any time during the school year by notifying the Leave Department in advance of their planned return date.

a) Right to Return. The employee's right to return to their position during the school year is based on FMLA eligibility and/or CBA terms, which includes job protected leave for the period covered by FMLA, if leave condition qualifies for FMLA, which is 60 workdays, or for an employee's own accrued paid leave plus a 25-day unpaid grace period, whichever period is longer. If the employee is not able to return on or before that date, the employee will have to remain on leave through the end of the school year. If an employee wishes to return to service before the next school year, after their right to return date has passed, the employee may apply for any open position. If the employee chooses to remain on leave for the entire school year, the employee will have a right to return to "their job" in the 2022-2023 school year.

D. **Emergency Circumstances Paid Leave (ECPL).** Emergency Circumstances Paid Leave (ECPL) may be used by SEA-represented full-, part-time FTE, and substitute employees for emergency circumstances caused by COVID that adversely impact the employee's ability to work. The District will provide two (2) days of ECPL for each full-, part-time FTE (pro-rated for part-time FTE employees) and substitute employee, to compensate the employee for being unable to work a scheduled job due to a COVID-related reason as outlined in Section E. below. For substitute employees, ECPL may only be used by an employee who is told to quarantine, or tests positive for COVID, due to COVID exposure while working for the District resulting in an inability to perform confirmed days of District substitute work.

E. **Emergency Circumstances Paid Leave (ECPL) days are for COVID-related reasons.** ECPL days are two (2) days in total per SEA-represented full-, part-time FTE (pro-rated for part-time FTE employees), and substitute employee, not two (2) days per issue/instance. Approved reasons for a full- and part-time FTE employee to utilize ECPL include the employee testing positive for COVID, time off for the employee who has an adverse reaction to a COVID vaccination, time off for the employee to be tested for COVID, and time off when the employee is ordered or suggested to quarantine due to COVID by Health Services. The approved reasoning for a substitute employee to utilize ECPL days is when the substitute employee is told to quarantine or tests positive for COVID due to COVID exposure while working for the District and is unable to perform confirmed days of District substitute work. To utilize ECPL days, employees request ECPL and provide required documentation through established leave request procedures.

Documentation is required for utilization of ECPL. Examples of required documentation are a confirmation of receiving a COVID vaccination (for absences related to an adverse reaction), confirmation of receiving a COVID test, doctor's note verifying a COVID diagnosis, or communication from Health Services suggesting quarantine due to COVID exposure.

VI. **MANDATE TO RETURN TO REMOTE OR HYBRID INSTRUCTION.** In the event that the District is mandated to discontinue in-person learning across the District or in an individual classroom, classrooms, or entire building, the District and SEA will follow the provisions of the 2020-2021 MOU and/or MOU Addendum and will negotiate any needed updates/adjustments. The parties agree to change the hybrid schedule from the previous model to allow for equitable access to transportation and childcare. Updates and adjustments will consider District childcare provider and parent/guardian feedback regarding full remote and hybrid learning. The Health and Safety provisions of this MOU will carry forward for the 2021-2022 school year regardless of changes to the instructional model.

VII. **REOPENER.** The Parties agree that the provisions of this agreement shall remain in effect until August 25, 2022, or until a replacement agreement is bargained. The Parties also agree that certain provisions of the MOU, excluding the layered prevention strategies, do not work well for summer school program based on the nature of the program, the length of the program, and the number of staff and students. As such, some provisions including, but not limited to, the BST section will not apply. The Parties understand the public health situation may change during the 2021-2022 school year which could impact the working conditions of SEA-represented staff. The Parties also understand there may be unintended consequences to COVID safety working conditions that need to be addressed. Except as indicated in Section I.W., *Change in Guidance*. The Parties will meet to bargain modifications to this MOU prior to the District implementing changes in the working conditions of SEA-represented employees. In that event, the District will first notify SEA in writing of any decisions, changes, and/or amendments to be bargained that impact COVID safety working conditions before communicating to employees and/or stakeholders.

VIII. **TERM.** This MOU will become effective upon execution and will terminate on August 25, 2022.

THIS MOU SHALL BECOME EFFECTIVE AS OF THE LAST DATE OF SIGNATURE. BY SIGNING BELOW, EACH SIGNATORY REPRESENTS IT HAS THE AUTHORITY TO EXECUTE THIS AGREEMENT.

SEATTLE SCHOOL DISTRICT NO. 1

Brent Jones
Authorized Signature
Brent Jones

Printed Name

Superintendent

Title

Sep 15, 2021

Date

SEATTLE EDUCATION ASSOCIATION

Utí Yamassée Hawkins
Utí Yamassée Hawkins (Sep 2, 2021 11:24 PDT)
Utí Yamassée Hawkins, Vice President

Ceci Mena
Ceci Mena (Sep 3, 2021 13:46 PDT)
Ceci Mena, UniServ Director

Reiko Dabney
Reiko Dabney (Sep 3, 2021 14:12 PDT)
Reiko Dabney, Mena, UniServ Director

Sep 2, 2021

Date