

**Memorandum of Understanding**

**between**

**Tukwila School District**

**and**

**Tukwila Education Association**

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The purpose of this Memorandum of Understanding is to commemorate, in writing, an understanding between the Tukwila School District (District or TSD) and the Tukwila Education Association (Association or TEA) related to the return to in-person learning for the 2021-2022 School Year.

The COVID-19 pandemic continues to create a public health emergency, and the Office of the Superintendent of Public Instruction and other state agencies have issued requirements for the 2021-2022 school year that substantially affect the working conditions of Association members. As it is the duty of the District to provide safe and equitable learning conditions for all students that explicitly serves students of color, students living in poverty, students who identify as LGBTQ+, and students receiving Special Education and English Language Learner services, the parties agree to the following

### **Section 1: Health and Safety**

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

1. The **District Health and Safety Plan** will adhere to all protocols established by the Washington State Department of Health and Labor and Industries (Appendix A). This includes enabling and enforcing appropriate social distancing guidelines; cleaning, sanitation, and disinfection of work spaces; PPE provision and enforcement; and any other recommendations/guidelines as prescribed by all applicable public health agencies. All worksite health and safety plans will maintain six feet of physical distancing for adults and three feet or more between students in classroom settings to the degree possible.
2. **Site Safety Committee:** Each worksite will convene a Safety Committee in alignment with [WAC 296-800-13020](#):
  - a. Per the WAC, "Meetings should be one hour or less, unless extended by a majority vote of the committee." The parties recommend that at the start of this year, meetings be at least twice monthly.
  - b. Each Site Safety Committee will use the WEA site safety checklist as an evaluation tool for its building safety plan.
  - c. In the meetings, team members will:
    - i. Understand the safety protocols.
    - ii. Understand how the safety protocols are implemented in their building.
    - iii. Select a chairperson.
    - iv. Review safety and health inspection reports to help correct safety hazards.

- v. Evaluate the accident reports investigations conducted on site since the last meeting to determine if the cause(s) of the unsafe situation was identified and corrected.
  - vi. Evaluate their site's implementation of the district workplace accident and illness prevention program and discuss recommendations for improvement, if needed.
  - vii. Discuss health and safety concerns submitted to the COVID point person or the District's anonymous online form since the last meeting.
  - viii. Maintain an agenda, minutes, accident report log resolution, and document attendance. Minutes from Safety Committee meetings will be available to all building staff.
  - ix. Submit minutes and accident report log to district Risk Management Team and Association leadership.
- d. The District shall designate a COVID-19 point person to monitor and establish employee health and safety protocols as well as a point person (Health Assistant) at each district building in partnership with site administration to assist with enforcement and compliance. Additionally, the COVID-19 point person will consult with the Director of Maintenance and Operations around proper operation and maintenance of HVAC systems to ensure necessary air flow given current public health guidelines. Prior to any employees' first workday, including substitute employees, they shall be notified of the name and contact information of the supervisor and point person at their building.

### **3. Building Safety Plans:**

1. Staff will be provided with updated building-level safety plans by no later than the end of the workday on August 26th. Updates will need to be communicated to staff as soon as reasonable, when changes become necessary. These plans will include:
  - Contact information for School COVID Point Person and Worksite Safety Committee members
  - Entry and dismissal, screening,
  - Mask/PPE requirements and how to access necessary PPE
  - Food Service
  - Physical distancing expectations (classroom, bathrooms, recess, offices, hallways)
  - Building access points and traffic patterns (process and signage)
  - Health hygiene (expectations and use for hand washing and use of sanitizer) and cleaning and disinfecting protocols (see District COVID Health and Safety manual for additional information)
  - Responding to students or staff with COVID-19 symptoms (communication plan, isolation and supervision of students)
  - HVAC
  - Communication plan for guest teachers

- Emergency drill protocols
- a. By September 15, the Association will be provided with the names of [school COVID point person](#) and Worksite Safety Committee members at all District buildings.
  - b. If concerns cannot be resolved within the Site Safety Committee, they will be resolved through Labor-Management.
  - c. If safety protocols are not being followed or if the implementation of the protocols at a site is not working, staff should report their concerns to the school COVID point person.
  - d. If staff do not feel comfortable reporting concerns to the site point person, they may submit the TSD/TEA shared [anonymous online form](#). Responses to the reporting form will be sent to all members of the Safety Committee for the site at which the issue occurred.
  - e. Concerns will be discussed in the safety committee meeting and included in the minutes.
2. The safety committee determines how often, when, and where they meet during the contracted work day. If the building principal determines that the committee meetings will be held outside of a committee member's contracted workday, the committee member will be paid their hourly (ESP) or per diem (certificated) rate for time spent in safety meetings.

**4. Health Screenings.** No person will enter any district facility if they display any COVID-19 symptoms. Prior to entering any district facility, visitors to a building, including members visiting other buildings in the district, will complete the established QR attestation proving that they are free of COVID-19 symptoms.

If health screenings are necessary:

- i. Only designated health support staff or staff specifically trained to administer health screenings will be asked to help with health screenings.
- ii. Employees designated and trained for health screening will be paid at the appropriate rate (Health Services Support) for the period of time they are working in that capacity.test
- iii. These requirements will continue to be updated as Tukwila works in consultation with the district's designated COVID-19 point person and according to King County and WA State health department guidelines.

**5. Air Flow and HVAC Systems.** Prior to the first contracted work day, the District will ensure that all HVAC systems provide adequate air circulation and filtration to each building and room to minimize the spread of COVID-19 from one room or office space to another room or office space. No spaces will be utilized for in person teaching and learning until the following modifications to the system have been made:

- a. Ventilation systems will be operated continuously when the school is in use, including during custodial work. School air supply should be at least twenty-five (25) percent fresh outside air whenever the school is in use and shall be regularly maintained.

- b. At the end of each day in which a building is occupied, air will be flushed out of the HVAC system to maximize the amount of fresh air in classrooms, hallways, bathrooms, and all other spaces where such flushing is possible.
- c. The HVAC system will be monitored to ensure receipt of an appropriate amount of fresh air.
- d. If a room or office space lacks an exterior door or window and the HVAC system is unable to localize fresh air to those locations, employee(s) assigned to that room will be provided an alternate location.
- e. Any building or room not meeting these minimal guidelines will not be allowed to be occupied.
- f. The District will acquire portable high-efficiency particulate air (HEPA) fan/filtration systems to help enhance air cleaning. All health rooms, isolation rooms, and high-impact areas (worksites without appropriate ventilation or where six feet of physical distance cannot be maintained) will have portable HEPA systems in place and maintained per manufacturer's recommendation.

**6. Sanitation of facilities.** The district shall provide custodial support to disinfect all student- and staff-accessed areas at the end of each day on which they are used. Supplies will be provided to staff members for students and staff to sanitize surfaces they use during the school day.

**7. Handwashing and Hand Sanitization.** The district shall provide adequate facilities and supplies for staff and student handwashing and sanitization as required by public health guidelines.

**8. COVID-19 Testing.** The District is partnering with an on-site testing agency to perform COVID-19 testing for students and staff.

- a. Weekly testing will be made available for students. They will visit a designated space at each school to be tested by a nurse or health technician. Students who are presenting symptoms are eligible for testing.
- b. Grab and go testing kits will be made available for all staff members who wish to be tested. It is recommended that staff members test no more than once per week and complete the test the same day they mail the kit.

**9. Exposure at Work to COVID-19.** Employees who are exposed to any student or other district employee who displays COVID-19 symptoms or who has a suspected or confirmed case of COVID-19, or who are exposed to any student or staff member who was in contact with someone with a confirmed or suspected case of COVID-19 shall be notified by the district as soon as reasonably possible, in line with DOH guidance.

- a. The district shall assist any employee who is exposed to COVID-19 as described above in being tested for the virus.
- b. The district will reimburse any employee for out-of-pocket expenses, including mileage/parking/other costs, related to COVID-19 testing when an employee has been exposed to a student or staff member as described above.
- c. The district will provide leave benefits (as described below in Section 5) or alternative assignment for any employee not able to return to work as they await the results of COVID-19 testing because of exposure as described above.

**10. Essential Services.** In the event of an emergency closure of school(s), non-essential onsite work will be delayed until such time as it is deemed appropriate and safe for schools to reopen and staff are returned to onsite work to prepare for students to return.

**11. Safety Training.** All staff shall receive professional development and training on COVID-19 health and safety precautions and procedures during the first days back in school/district buildings and as changes happen to safety recommendations. Employees, including substitutes, hired after the start of school, as well as substitute employees, shall receive this training prior to their first day with students. This training shall be paid at the appropriate per diem/hourly rate for all staff if it is not scheduled on a previously scheduled district- or building-directed day. This training may not be scheduled on an educator-directed day or during educator-directed time.

- a. The district shall provide appropriate PPE, protocol, and training for employees who must perform tasks that cannot be accomplished with physical distancing, such as toileting.

**12. Communication with students and families.** Students and their families will receive regular communication from the building and/or district regarding health and safety expectations, including but not limited to wearing face coverings, physical distancing, handwashing, and health screenings. This communication must be provided in the home languages of students' families/guardians, and must be provided in multiple formats, such as email, postal mail, and phone calls. This communication, as well as monitoring and collecting data to ensure that the communication effectively reaches all students and families, shall be the responsibility of building or district administrators or their administrative designees.

## **Section 2: Compensation and Benefits**

1. **Extracurricular Stipends.** Extracurricular advisors for clubs and activities listed in the TEA Certified CBA and Athletics and Activities Contract will receive their regular stipend if the club/activity is offered. The decision to offer a club/activity will be consistent with prior practice and/or existing policies or rules.
2. **Athletic Stipends.** When the District is able to offer a sport, according to state and Washington Interscholastic Activities Association (WIAA) safety guidelines, athletic coaches will receive their full stipend for that season.
  - a. The process for high school athletics will be determined based on WIAA guidance. Once high school athletics schedules are set, the District will make a plan for middle school athletics.
  - b. If there is not an in person season for a sport, coaches may develop an alternate delivery model for skill delivery, support student-athletes with planning for college and career, and/or work on virtual team-building in collaboration with the Athletic Director.
  - c. Coaches reflected in subsection b will be paid on an hourly basis, at their appropriate stipend rate, for their work with approval from the Athletic Director.

3. **Regular Paid Status:** Employees will remain in regular paid status, and will not lose any compensation or benefits as a result of any change in model or school closure related to COVID-19, through the end of the academic student year with salary payments spread out over summer months, as normal.
  - a. The District reserves the right to exercise a Reduction in Force (RIF) as outlined in Article 3.26 of the CBA for ESPs.

### **Section 3: Work and Communication Expectations**

#### **1. Meetings and Trainings.**

- a. Meetings and trainings will be conducted with a remote option available until physical distancing requirements are lifted; administrators may request cameras be on. In person attendance will be at the discretion of the employee.
- b. October 8 PLD Day can be worked remotely, with prior approval of building administrator.
- c. When needed, building administration will determine and communicate a pre-approved location for ESPs without a "home base" to zoom into the meeting from.

2. **Substitute Teachers.** When teachers are unavailable to provide instruction, they will submit a request for a substitute. In any situation where a staff member is unable to report for work, they will submit a request for the appropriate leave as outlined in Article 4 of the Certified CBA.

3. **Remote Instruction:** Buildings will create emergency plans so that remote learning can happen as soon as possible in the event of an unexpected school or classroom quarantine.

4. **SMART Wednesday:** In order to properly support outbound transportation services on SMART Wednesdays, the elementary dismissal time shall be adjusted to 2:10pm (CBA Section: 3.12.7). The District and Association recognize that the impact of a ten minute loss of professional learning time for each elementary session shall be negotiated. The following is the context and plan. There are 17 elementary SMART Wednesdays during the 21-22 school year. This equates to 170 minutes or 2 hours and 50 minutes of time. Certificated building staff will use a vote to decide between the following two options:

Option One:

A maximum of 170 minutes of OPEL Time is credited as done each Elementary Cert for the 2021-22 school year; it can be written on the form as "SMART Wednesday Time". This is 10 minutes per SMART Wednesday at which the staff member is present.

Option Two:

The time will be 80 minutes, rather than 90. The breakdown of time will be 45 minutes for employee application time, and 35 minutes for building provided time.

#### **Section 4: Student Success**

1. **Social and Emotional Health:** In accordance with Governor Inslee’s emergency [proclamation 21-05](#) dated March 15, 2021, both parties agree to center the social and emotional needs of students in the Tukwila School District, by
  - a. Recognizing and providing necessary supports to triage the full spectrum of rising pediatric behavioral health needs while maintaining necessary health and safety protocols, bearing in mind the disproportionate impact that the Covid-19 pandemic has had on the students and staff of Tukwila and their families.
  - b. Accessing all available state resources to respond to and recover from this mental health crisis.
  - c. Convening the District Human Services Team to research, access, and plan for implementation of mental health resources at various developmental levels, with the expectation that these resources be implemented in classrooms across the District. The Chief Academic Officer (CAO) is the district point person. The TEA will designate one member to be the coordinator. The coordinator will identify no more than two persons from each building to be part of this subcommittee. The committee will convene an average of twice per month and meet for no more than 90 minutes per session at least through August 31st, 2021. This committee will convene no later than May 1, 2021. Eligible staff members will be paid for time worked outside of their contracted day.
2. **Prioritizing Student Needs.** The district shall prioritize the needs of traditionally marginalized student populations, focusing on equitable education and services for students of color, students living in poverty, students who identify as LGBTQ+, Special Education students, and ELL students.
  - a. The district shall schedule adequate time at the beginning of the school year for individual universal screening for academic and family needs for all students.
  - b. The district will provide training on an adopted SEL screening tool prior to use. Screening shall be by classroom/designated teachers and/or members of each school’s human services team.
  - c. During at least the first week of each new phase of students’ return to campus, the scheduled and exclusive focus of instruction shall be education on health and safety protocols and universal screening, including how to maintain safe physical distancing in PE, halls, bathrooms, lunchroom and recess.



- d. District will provide supports for communicating, as much as possible, in students' families' home language, and utilize the district website to make information more accessible.
3. **Safety and Discipline.** Ensuring the safety and health of students and staff shall be the district's first priority. Students shall be required to follow all safety protocols.
    - a. The district/building discipline and safety HOPE teams shall design age and culturally appropriate student expectations for safety protocols. These expectations shall be enforced equitably across the district.
      1. By the October staff meeting, each building will revise its existing discipline plan to create age-appropriate expectations around health and safety protocols and present this plan to the staff.
      2. The District-level HOPE team will review these plans and provide ongoing guidance according to the terms of the 2019-2022 CBA.
    - b. The district shall provide face coverings for all students. No student shall be permitted to enter any school facility unless they are wearing a face covering, except as permitted by the DOH (Appendix A).
    - c. Students will be provided age- and culturally appropriate instruction on safety protocols.
    - d. Students new to the district after the start of the school year will also be provided time with a counselor, nurse, social worker, or other qualified staff person for universal screening and instruction in health and safety protocols as described above.
    - e. In the event a student willfully and knowingly violates safety protocols towards another student in manner that may cause harm (for example, purposefully removing a mask and coughing or sneezing on another student), the building administrator shall immediately notify the parent or guardian of the affected student.
    - f. Student discipline for any infraction described above shall be proportionate to the age and cognitive ability of each child.

### **Section 5: Leave**

1. COVID Leave: The District and Association agree that there is a shared interest in employees not depleting their sick leave due to the COVID-19 pandemic. Staff will have access to a District provided COVID leave bank of 939 days, based on 313 members of TEA. The District and Association agree to adjust this number based on additional hires as the year progresses. Each staff member will have access to a minimum of three (3) days from this leave bank for COVID related reasons outlined in this section. At the conclusion of the 2021-22 school year, any remaining leave days will be retroactively allocated to staff who utilized more than the three (3) days of COVID leave during the year.

To qualify for district COVID leave, the employee must provide documentation from their health care provider, testing site, quarantine notice from the employee's child's school, or district health official of advice to quarantine or isolate while waiting to receive results from a COVID test.

- a. District COVID-19 leave is available for employees that are unable to work, either on-site or remotely, due to the following:
  - i. Vaccination appointments or recovery from vaccination.
  - ii. Quarantine or isolation due to COVID-19 exposure.
  - iii. An employee is experiencing COVID-19 symptoms and is seeking a medical diagnosis.
  - iv. An employee is caring for a child impacted by quarantine due to exposure, school closure, or unavailability of a care provider due to COVID-19 protocols.
2. All other leave options outlined in Section 5 of the CBA and other governmental leave benefits remain in effect. For staff who are unable to work remotely, they may file an L&I claim under HELSA and/or access any other available leaves in the CBA.

**Section 6: Vaccination Mandate** in response to [Proclamation 21-14](#)

1. The District will adhere to all State mandates and requirements concerning the vaccination of employees. State law currently requires all District employees to be fully vaccinated against COVID-19 no later than October 18 as a condition of continued employment. Accordingly, employees must provide verification to the District of having received the first dose of a 1-shot regimen vaccine or the second dose of a 2-shot regiment vaccine by October 4 (14 days prior to when the employee will be considered fully vaccinated). In accordance with the State mandate, any one of the following forms of verification will be recognized as evidence of compliance:

- a) a Centers for Disease Control (CDC) COVID-19 Vaccination Record Card
- b) written verification from a licensed physician attesting to the employee's COVID-19 vaccination
- c) verification from the State COVID-19 immunization database
- d) for an individual who was vaccinated outside of the United States, a reasonable equivalent of any of the above.

2. For compliance purposes, the vaccination status of employees will be maintained confidentially by the District's HR department. The District will not disclose the vaccination status of an employee unless required by law.

3. In accordance with the State mandate, an employee may seek a medical or religious exemption to the vaccination requirement. When determining whether to grant such an accommodation, the District will adhere to state and federal law. Such employees will be

required to provide appropriate documentation of a medical condition or religious objection to vaccination.

Exemptions will be considered based on individual case-specific facts. If an exemption is granted, the employee may be required to meet additional District requirements including, but not limited to, periodic COVID-19 testing, utilization of additional PPE, adherence to physical distancing guidelines beyond those otherwise applicable to employees, and/or other measures designed to protect the health and safety of all employees.

If accommodations are necessary for the employee to perform the essential functions of the job, then consistent with prevailing law, the District will make a determination as to whether such accommodations are reasonable or an undue hardship.

4. An employee who requests an exemption that is not granted by the District, will be re-employed for the beginning of the school year following the lifting of the mandate provided there is a position available for which the employee is qualified under Section 3.20.1 of the CBA. This will be effective for the 2022-2023 and 2023-2024 school years.

5. TEA and TSD agree to discuss in Labor-Management the impacts of any revision or update to the vaccination requirement that adds booster shots to the definition of “fully vaccinated.”

## **Section 7: Quarantines**

1. **Temporary Remote Work:** Staff may be allowed to shift to temporary remote work during quarantine for work-based exposure or illness on a case-by-case basis **or if an employee’s child is quarantined** as outlined below. In the event that implementation of this provision places an undue burden on the system, and/or if public health guidance on quarantine requirements changes, TEA and TSD agree to meet and mutually agree to solutions related to these issues. If temporary remote work is not available, employees will have access to leave options referenced in section 5 of this MOU and section 5 of the CBA.
  - a. **Classroom teachers:** If a teacher is required to quarantine as the result of a school based exposure that leads to a classroom quarantine or a switch to temporary remote instruction for a single class, they may continue to teach remotely, from quarantine, for the duration of the quarantine. Teachers who are not required to quarantine in these scenarios would continue to work in-person even while teaching remotely. If a teacher is required to quarantine by the DOH, the district, their health care provider, or their own child is under a quarantine, but their students are still in person, and the teacher is well enough to continue teaching remotely, they may choose to do so with a proctor supervising their in-person students or through other viable options. Arrangements to allow teachers to continue working remotely in this situation will be coordinated through Human Resources.

- b. **Other staff:** If a staff member is required by the DOH, the district, their health care provider, or their own child is under a quarantine, but the staff member is well enough to continue working remotely, they may work with their direct supervisor to develop plans to work remotely on a temporary basis, with notification provided to Human Resources. If remote work is not an option for a particular employee in this situation, the employee will have access to leave options referenced in section 5.

The alternative would be for the District to provide up to three days of COVID leave, pending a COVID test. If the employee tests negative, they may return to work; if the employee tests positive, they may file an L&I claim under HELSA and/or access any other available leaves, as referenced above in section 5.

**2. Quarantine Supports:** In anticipation that more than a few individual students will be quarantined, the district will provide a Quarantine Specialist per building to coordinate gathering lessons and materials for quarantined students from their teachers, and provide support throughout the school day. A teacher may opt for their student to zoom in for a set time if it would be appropriate. Learning through platforms will indicate attendance for students attending remotely. During this time, students will access instruction remotely from home if they are quarantining or ill.

If students are not required to quarantine, they will access remote instruction from school. The in-person students will be supervised by the classroom teacher, if the teacher is not required to quarantine, or by a proctor if the teacher is also in quarantine. Students who receive instruction from a quarantined Paraeducator will receive remote instruction.

**Student Quarantines:** Due to the ongoing impacts of the COVID 19 pandemic, there will be times when individual students, individual educators, or entire classrooms will need to be remote for periods of time due to exposure and necessary quarantine or illness. In these cases, students will need access to temporary remote learning.

**Temporary Remote Learning** for students will include:

- a. Assigned work to be completed by the student via Seesaw, Google Classroom, iReady, curricular workbooks or online activities, or other asynchronous learning activities as determined by the teacher.
- b. Periodic check-ins on a mutually agreed schedule between the teacher and student/family to take place (via email, phone, text, Zoom) to facilitate student participation and progress. The expectation is that these will take place during the regular teacher workday, unless otherwise agreed between teacher and student/family. Temporary remote learning may also include synchronous participation in large-or small group class sessions via Zoom, Google classroom, or another approved platform, on a schedule determined by the classroom teacher. There is no requirement nor expectation that teachers will provide concurrent instruction on a regular school schedule for temporary remote learning. However, synchronous learning opportunities, such as peer-peer interaction and small-group instruction, may be offered

when the teacher determines it facilitates effective learning for both in-person and temporarily remote students.

In order to facilitate a smooth transition for students to temporary remote learning if/when needed, the teacher will:

- a. While in-person, educators will use Seesaw/Google Classroom at least once per week to maintain student fluency on these platforms.
  - b. Maintain a collection of asynchronous lessons and assignments that can be easily and quickly available for students to access remotely.
  - c. Reach out to the family of a student assigned to temporary remote learning in order to determine the student's ability to participate in various kinds of educational activities during their period of quarantine/illness. Educators are encouraged to work collaboratively whenever possible to support each other in meeting the needs of students accessing temporary remote instruction.
2. **Individual Quarantine:** When individual students need to access learning remotely due to quarantine and/or illness, teachers will use their professional judgement, based on their knowledge of students and their families, to determine the best specific plans and strategies to engage and support students in both academic and social-emotional learning during remote instruction.
3. **Classroom or School Quarantine:** There will be at least one asynchronous transition day to allow for cleaning protocols, planning, remote technology distribution, and communication with families. Additional asynchronous time can be mutually agreed upon, if needed.
- a. In the event a classroom quarantine is necessary, all students in the class will be assigned to temporary remote learning utilizing the school's daily schedule.
  - b. In the event a school quarantine is necessary, all students at that school will be assigned to temporary remote learning. All staff at that school will be temporarily assigned to work remotely.

## **Section 8: Duration and Ongoing Conversations**

1. The parties agree to use the Labor-Management process outlined in Article 2.3 of the Certified CBA to troubleshoot and monitor the successful implementation of this agreement.
2. As the impacts of COVID-19 develop and unforeseen issues arise, and/or state requirements/guidelines or funding change, TSD and TEA agree to meet and negotiate future workload impacts for the school community not addressed in this agreement.

1. This MOU will expire at the end of the 2021-2022 School Year or at the start of normal school operations, whichever occurs first. All other provisions of the Collective Bargaining Agreement shall remain in full effect.

This Agreement made this 29th of September, 2021.

**Tukwila Education Association**



Debbie Aldous, TEA President  
Superintendent

**Tukwila School District**



Dr. Flip Herndon, TSD

**State Guidance Documents:**

- Washington State Department of Health [K-12 Schools Guidance 2021-2022 \(wa.gov\)](https://www.wa.gov)
- Washington State Labor and Industries, Employer Health and Safety Requirements for School Scenarios [Employer Considerations for School Scenarios - Updated March 25, 2021 \(www.k12.wa.us\)](https://www.k12.wa.us)
- DOSH: [General Coronavirus Prevention Under Stay Safe - Stay Healthy Order Updated: July 7, 2021](#)
- Washington State Department of Health: [Ventilation and Air Quality for Reducing Transmission of COVID-19](#)
- King County - [Improving Indoor Air](#)