

1 **SEA Continuing Health and Safety Proposal - February 9, 2021**

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4 **Memorandum of Understanding (MOU)**
5 **Between**
6 **SEATTLE SCHOOL DISTRICT No. 1**
7 **and**
8 **SEATTLE EDUCATION ASSOCIATION**
9 **2020-2021 School Year**

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12 **1.7 Heating, Ventilation, Air Conditioning (HVAC)**

13 Indoor Air: The District will ensure HVAC systems, air handling equipment, and
14 other mitigation strategies are monitored, routinely maintained to clinical standards,
15 promptly repaired, and meet or exceed American Society of Heating, Refrigeration,
16 and Air-conditioning Engineers (ASHRAE), Department of Labor and Industries,
17 and Health Department requirements to ensure proper fresh air supply, filtration,
18 and circulation to help prevent the spread of the COVID virus. The District will
19 provide HVAC Assessment Reports completed by certified TAB technicians and
20 share the results of all reports with SEA. A licensed professional shall review the
21 assessment reports and determine what, if any, additional adjustments or repairs
22 would be necessary to meet the minimum ventilation and filtration requirements and
23 determine whether any cost-effective energy efficiency upgrades or replacements
24 are warranted or recommended.

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26 **Qualified Personnel Definitions:**

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28 **Certified Testing, Adjusting and Balancing (TAB) Technician** is someone
29 certified to perform testing, adjusting and balancing of HVAC systems by the
30 Associated Air Balance Council (AABC), the National Environmental Balancing
31 Bureau (NEBB), or the Testing, Adjusting and Balancing Bureau (TABB).

1 **Qualified Adjusting Personnel** are either (1) a Certified TAB technician; or (2) a
2 skilled and trained workforce under the direct supervision of a certified TAB
3 Technician.

4
5 **HVAC Assessment Report:** Qualified Personnel shall prepare an HVAC
6 Assessment Report that includes the following information:

- 7 a. Name and address of the building and person preparing and certifying
8 Report.
- 9 b. Description of assessment, maintenance, adjustment and repair activities and
10 outcomes.
- 11 c. Document HVAC equipment model number, serial number, general condition
12 of unit, and any additional information that could be used to assess
13 replacement and repair options given potential for increased energy efficiency
14 benefits.
- 15 d. Verification that all requirements of this program have been satisfied.
- 16 e. Either verification that MERV 13 filters have been installed or verification that
17 the maximum MERV-rated filter that the system is able to effectively handle
18 has been installed and what that MERV-rating is.
- 19 f. The verified ventilation rates for offices, classrooms, workspaces, common
20 areas, wellness rooms, conference rooms, fitness areas, locker rooms,
21 restrooms and other occupied areas in the building, and whether those rates
22 meet the requirements set by the Washington industry code. If ventilation
23 rates do not meet applicable guidance, then an explanation for why the
24 current system is unable to meet those rates should be provided.
- 25 g. The verified exhaust for offices, classrooms, workspaces, common areas,
26 wellness rooms, conference rooms, fitness areas, locker rooms, restrooms,
27 and other occupied areas in the building, and whether those rates meet the
28 requirements set forth in the design intent.
- 29 h. Clearly define system deficiencies and provide recommendations for
30 additional maintenance, replacement or upgrades, such as upgrading

1 systems to allow for additional ventilation and filtration and/or to improve
2 energy efficiency. Deficiencies to include:

- 3 i. Discrepancies between inlet, outlet, and outside air summations
4 which signal duct leakage.
- 5 ii. Discrepancies between designed total airflow and actual airflow
6 which signal leakage, excessive resistance, or faulty operation.
- 7 iii. Low cooling coil temperature differential (entering and leaving
8 dry bulb), in comparison to design, which signal improper
9 refrigerant charge.
- 10 i. Documentation of initial operating verifications, adjustments, and final
11 operating verifications and document any adjustments or repairs performed.
- 12 j. Verification of installation of CO2 Monitors, including make and model of
13 monitors.
- 14 k. Verification that all work has been performed by qualified personnel, including
15 the provision of the contractor's name and license, acceptance test technician
16 name and certification number (where applicable), TAB technician name and
17 certification number (where applicable), and verification that all work has been
18 performed by a skilled and trained workforce.

19
20 SPS shall maintain a copy of the HVAC Assessment Report and make it
21 available to any building occupant or patron upon request.

22 23 **HVAC For In-Person Instruction**

- 24
25 a. The District will provide documentation a building meets or exceeds the
26 agreed upon standards prior to expansion of in-person instruction and such
27 documentation will be clearly communicated to staff and families. If
28 documentation cannot be provided, the building will not expand in-person
29 instruction.
- 30 b. The District will ensure every space occupied by more than one person will be
31 continuously monitored for CO2 levels in the space while occupied. If an

1 occupied room CO2 concentration exceeds 1,100 ppm more than once a
2 week, as observed by the occupants or operating engineer, the ventilation
3 rates shall be adjusted by Qualified Adjusting Personnel to ensure peak CO2
4 concentrations in the occupied rooms remain below the maximum allowable
5 CO2 PPM setpoint. Verification of the installation of CO2 Monitors in all
6 occupied rooms, regardless of size, with no less than one sensor per 10,000
7 ft² of floor space shall be included in the HVAC Assessment Report.

- 8 c. The District will ensure all ventilation systems are programmed to start at
9 least one hour prior to occupancy. If the room is not ventilated for at least one
10 hour prior, the space cannot be occupied.
- 11 d. The District will ensure a MERV-13 (or greater) filter is used at every work site
12 and workspace. If a MERV13 filter cannot be installed, the district will propose
13 other filtration systems that would be mutually agreed to by both SPS and
14 SEA before the workspace is occupied. Possible solutions include providing
15 portable HEPA air filtration unit(s) in workspaces with inadequate air flow. All
16 filters will be inspected each month for effectiveness and will be
17 replaced/changed as needed but at a minimum of every 3-4 months.
- 18 e. The District will provide a clear statement of a measurable industry standard
19 showing sufficient air exchange in any space that will be used by staff and/or
20 students during in-person instruction. The District will share with SEA current
21 and/or updated airflow maps of all worksites and workspaces used by
22 students and/or staff during in-person instruction. In workspaces serving
23 students with complex medical needs, employees will be provided
24 documentation and proof their classroom meets or exceeds standards.
- 25 f. Any airflow solution will maintain the required indoor air temperature to
26 promote effective teaching and learning of at least 65 degrees in classrooms
27 and office spaces, and 60 degrees in gyms per the W.A.C.
- 28 g. All HVAC systems and equipment in District worksites with in-person
29 services, and/or where educators are working on-site, will be inspected
30 weekly by qualified personnel to ensure the required ventilation is provided in

1 all occupied workspaces. HVAC assessment reports will be shared on each
2 school site's COVID dashboard.

- 3 h. Employee concerns about indoor air quality will be categorized as high priority
4 by the District's Work Management System and may be raised again as the
5 number of occupants increases. The District will respond in writing to an
6 employee's concern(s) within two workdays with identification of the steps
7 taken to address the concern(s). Employees will have the option to move to
8 another previously assessed room/office that meets or exceeds standards as
9 outlined in this agreement until the assessment is complete. The District will
10 share the results of any HVAC assessment report with the employee who
11 raises the concern.
- 12 i. All issues/problems discovered with HVAC systems at worksites will be
13 corrected as soon as possible. The affected workspaces will be closed and
14 classes and/or workstations will be moved to alternate locations within the
15 school site that meet or exceed agreed upon standards for HVAC
16 assessment reports. In the event an alternate location cannot be found, the
17 school or program will return to remote instruction. Notification of the
18 problems discovered with a plan for corrective action will be provided to SEA
19 within 24 hours of discovery.
- 20 j. If an independent audit of indoor air quality disputes the findings of the
21 district's HVAC assessment report, the district agrees to perform the
22 necessary upgrades and adjustments to meet a third-party, mutually agreed
23 upon licensed professional engineer's review.
- 24 k. These protocols will meet or exceed the provisions of the WAC.
- 25 l. Non-mechanically ventilated spaces cannot be used for in-person instruction
26 or for workspace occupied by more than one person.

27 28 **1.8 COVID Testing and Contact Tracing**

- 29 a. SPS will provide optional on-site access to weekly rapid Antigen and/or PCR test
30 for all students, families, and Seattle Public Schools employees. The District will
31 encourage all families to participate in the testing through community

1 partnerships, education, and communication in the family’s home language.
2 (PCR test is recommended in addition to the Antigen test if there has been a
3 known potential exposure.)
4

5 b. Site based contact tracing: Outside of cohorts and student attendance,
6 each school/program site will have a sign in/out sheet posted for any other adults
7 or student entering an instructional/workspaces.
8

9 c. The COVID Site Coordinator will collect and maintain up to date sheets for the
10 purposes of contact tracing and reporting of possible exposure. Additionally, the
11 COVID Site Team will have regular meetings with the COVID Command Center
12 to ensure proper protocols are being followed.
13

14 d. Employees will be notified by the District and COVID Site Supervisor as soon as
15 possible, but no later than 23:59 of the employee's workday of any COVID
16 exposure in the workplace. Employees will be provided information on next
17 steps when notified of possible exposure.
18

19 e. Students, families, and staff will be notified by the District and COVID Site
20 Supervisor as soon as possible about cohort exposures. These notifications will
21 be communicated no later than 23:59 of the student’s school day of any COVID
22 exposure in the workplace. Families will be provided information on next steps
23 when notified of possible exposure.
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26 **1.9 Personal Protective Equipment (PPE)**

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28 The District will provide staff with all PPE recommended by state or local health
29 and workplace safety agencies based on the transmission risk level of their work
30 environment and task, as required by the individual. PPE requirements shall be

1 updated when and if such agencies change their requirements. School buildings,
2 programs and worksites will maintain a 90-day supply of PPE. Additional PPE will
3 be provided upon request at no cost to building budgets. The ordering process
4 for ongoing needs will be documented and clearly communicated to staff by the
5 COVID Command Center. The District will provide and resupply PPE that is
6 accessible for employees and students with disabilities prior to expansion of in-
7 person instruction. In-person instruction is contingent on resupply/availability of
8 PPE. All necessary PPE will be readily available to all staff, students, and
9 contractors entering worksites.

10
11 a. PPE will be stocked weekly according to role, as determined by job duties or risk
12 with student emergent behavior (e.g., spitting, kicking, biting). There will be a
13 PPE quick reference document for employees to reference where the PPE is
14 stocked.

15
16 b. Additional PPE will be available by request to accommodate individual needs for
17 all staff on site, including staff with disabilities, staff with increased risk, and other
18 individual needs (e.g., gowns, clear masks, gloves face shields) in the event PPE
19 becomes soiled or damaged.

20
21 c. All employees, including substitutes, who require N95 masks must show proof of
22 fit testing. The district will facilitate fit testing and maintain supplies of properly
23 sized masks.

24
25 d. The district, in collaboration with the COVID Nursing Response Team, will
26 provide quick reference documents and training to include what type of PPE and
27 appropriate uses of PPE for all staff on the for daily occurrences (e.g., toileting,
28 feeding, transferring, working with student unable to wear masks/participate
29 actively in social distancing.)

- 1 e. All Quick Reference documents will be posted within each workstation (e.g.,
2 bathroom, classroom, communal space.)
- 3
- 4 f. The District will ensure all students will be issued at least one (1) appropriately
5 sized disposable mask per half day and will provide additional masks in the event
6 a mask is torn, soiled, or a student chooses to wear multiple masks.
- 7
- 8 g. Communication will be provided to families in compliance with FERPA to inform
9 them of students in their child's classroom who are unable to wear PPE.
- 10
- 11 h. The COVID Site Team will be responsible for making a distribution plan for PPE
12 to be readily available for anyone who enters a worksite. Additional support for
13 the process will be given by the Occupational Health Specialists and the COVID
14 Command Center.
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- 16 i. PPE visuals and guidance will be placed in all areas in the worksite.
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- 18 j. The District and COVID Site Team will survey worksites and install plexiglass
19 partitions and or movable partitions for each non-classroom workspace (e.g., 1-to-
20 1, close proximity, cubicle spaces) prior to any expansion of in-person instruction
21 or on-site work.

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23 **1.10 Cleaning and Disinfecting**

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25 Before expansion of in-person instruction, the District will ensure enhanced
26 everyday COVID cleaning and disinfection schedule for classrooms, open
27 concept classrooms, communal spaces, and workspaces in accordance with

1 health and safety protocols. In addition to the daily cleaning schedule for the
2 building, cleaning and disinfection will take place in between each cohort on
3 every high-touch area (for example but not limited to interior and exterior spaces
4 - door handles, crash bars, classroom sinks and sink knobs, and paper
5 towel dispensers). SPS will verify cleaning protocols, communicate schedules
6 and train staff on the safe usage of high traffic shared spaces and shared
7 equipment prior to the expansion of in-person instruction. All cleaning and
8 disinfecting processes will meet or exceed CDC guidelines for eradicating
9 COVID.