

**MEMORANDUM OF UNDERSTANDING**  
**between the**  
**ISSAQUAH EDUCATION ASSOCIATION**  
**and the**  
**ISSAQUAH SCHOOL DISTRICT**  
**Regarding Updated Safety Measures**  
**for K-3 In-Person Hybrid Learning Model of the COVID-19 Pandemic**  
**2020-2021 School Year**

The Issaquah Education Association and the Issaquah School District recognize the challenges facing our community and schools during the Pandemic. Earlier this school year, the parties worked in collaboration to create the framework for providing Issaquah students “ISD LIVE” remote learning with the goal of transitioning, when and as appropriate, to in-person hybrid instruction while creating the ability to pivot between models if needed and as directed by our Superintendent, Governor, and/or our Health Department(s). Since health and safety are critically important to our staff, students, and community, scientifically supported protocols and procedures will be in place and communicated in a clear and timely manner to staff.

The parties have also weighed the importance of the benefits of limited in-person hybrid learning, and agree that the following will apply to K-3 in-person hybrid learning model:

The terms “King County Public Health” and “Seattle/King County Public Health, and reference to “PHSKC” are used synonymously.

The terms, “in-person hybrid” and “in-person” are used synonymously herein unless clearly indicated otherwise.

1. **In-Person Hybrid K-3 Reopening Safety Timelines:** Any stage of in-person reopening of schools will be announced no less than seven (7) workdays in advance to all affected staff. The District will notify the IEA President of reopening to in-person and then notify affected staff members, followed by communication to students and families. The parties retain and incorporate the safety measures outlined on page 8 of the December 16, 2020 Washington State Department of Health (DOH) “Tools to Prepare for In-Person Learning among K-12 Students at Public and Private Schools during the COVID-19 Pandemic” (referred to herein as “the DOH Decision Framework”). The following four (4) criteria must be met in order to announce a return to in-person instruction:
  - When cases are at or below 350 cases per 100k, as reported on the “Key Indicators for COVID-19” for King County using PHSKC-reported data (if cases go above 350/100k, no expansion to K/1);
  - When case trends are flat or decreasing, as reported on the “Key Indicators for COVID-19” for King County using PHSKC-reported data. The determination of flat or decreasing will be determined by comparing the most recent date’s cases per 100k residents to that of fourteen (14) calendar days prior;
  - When hospitalization trends are labeled as “Flat or Decreasing” (as indicated for the third question on the Decision Framework: “Is the risk of being hospitalized

with COVID changing?”), as reported on the “Key Indicators for COVID-19” for King County using PHSKC-reported data; and

- When the test positivity rate for King County is 10% or less, as reported on the PHSKC COVID-19 Dashboard. The most recently reported test positivity rate, on January 10, 2021, is 6.5%.

a. The timeline specifically for reopening K/1 is as follows:

1. The count date for the four (4) criteria stated above begins the date this MOU is ratified. The intent of the parties and IEA’s commitment is to close the ratification vote no later than Wednesday, February 3. The result of the ratification vote will be shared with the District immediately.
2. Upon ratification, the District will announce the anticipated K/1 start date.
3. The start date will be five (5) workdays after ratification, provided the four (4) criteria stated above are being met.
4. Following the announcement, the four (4) criteria must all be met for a total of five (5) workdays.

b. If after announcing a return to K-1 in-person instruction the four (4) criteria stated in section one (1), above, are not met, the reopening will be delayed one (1) day for each day that the four (4) criteria are not met.

c. While in-person K/1 instruction is in place, expansion to 2/3 in-person learning will occur twenty-one (21) calendar days after the K/1 return date if the school can demonstrate the ability to limit transmission in the school environment according to the criteria set forth in section 1.d., below. See also, **Systems Preparation**, section c. viii., below.

d. Epidemiologically Linked Closure

- i. While in person K – 3 instruction is in place, if three (3) or more ISD schools (excluding Echo Glen) report two (2) or more positive COVID cases in staff and/or students that are epidemiologically linked within a fourteen (14) day period, the District system will return to fully remote instruction for K – 1 students for a minimum of fourteen (14) days. “Epidemiological links” and “epidemiologically linked” cases will be determined through contact tracing conducted by Seattle/King County Public Health and/or the District’s COVID Lead according to Seattle/King County Public Health contact tracing guidelines and/or definitions. If Public Health and District conclusions are in conflict on whether COVID cases are epidemiologically linked, the determination by Public Health officials will take precedence. Cases are epidemiologically linked when a) the individual has had contact with one or more persons who either have/had the disease or have been exposed to a point source of infection; and b) transmission of the virus by the usual mode(s) of transmission is plausible. See Seattle/King County Public Health and/or the CDC for information on the mode(s) of transmission. A case may be considered epidemiologically linked to a laboratory-confirmed case if at least one case in the chain of transmission is laboratory confirmed.
- ii. After a minimum of fourteen (14) calendar days, in person instruction may resume for the affected grade level/s if the total number cases for the last fourteen (14) calendar days are less than 400 per 100k residents and the case trend is flat or decreasing, as reported by King County Public Health.

The District and Association commit to regular, ongoing communication about absences, staffing and transmission rates or trends, along with a collaborative review of the local and King County COVID-19 activity level, King County Positivity Rate and review of the cases in ISD schools as a standing LMT agenda item. The parties are not restricted to scheduled LMT meetings for discussing these topics and reviewing transmission rates and trends.

**a. Assigning COVID Leads:**

- i. The District will assign a COVID Supervisor and a backup COVID Supervisor at each building and worksite and inform staff at that building/worksite at or prior to the District-provided staff training, to be conducted prior to a return to in-person instruction. All COVID Supervisors and back up Supervisors will attend training from the District about their responsibilities, COVID protocols and procedures, their role for the health and safety of staff and students, and up-to-date COVID information specific to reopening schools for hybrid in-person services, and any other topics required by Labor & Industries or the Department of Health.
- ii. The District will ensure that each building will assign individual(s) to fulfill the responsibilities of a COVID-19 Screening Lead, COVID-19 Isolation Supervisor, and Infection Control Lead as suggested in the King County Schools COVID-19 Response Toolkit prior to a return to in-person instruction, and provide the requisite training and PPE for fulfilling these responsibilities. Deans and certificated nurses may be assigned some of these responsibilities; PBSES Coaches and Counselors will be assigned these responsibilities on an emergent basis.

**b. Facilities Preparation:** At each school building/worksite, the COVID Supervisor, in coordination with the District, will:

- i. Determine which entrances will be used for staggered entry and exit by students and staff in accordance with physical distancing. Ensure that entry/exit signage is posted prior to the return to in-person.
- ii. Set up designated entrances with handwashing or hand sanitizing stations, and disposable masks prior to a return to in-person.,
- iii. Attestation station/s will be set up at least one (1) workday prior to a return to in-person.
- iv. Prior to a return to in-person, ensure that all entrances and common spaces in the building have clearly marked spacing guides that are at least six (6) feet apart for physical distancing.
- v. Mark hallways and stairways to indicate physical distancing prior to the return of in-person.
- vi. Develop protocols to mitigate and limit student and/or staff proximity in multi-person restrooms.
- vii. On or before the employer-provided staff training (see Section e, below), provide safety materials and PPE to their school/worksite. Safety materials includes but is not limited to, no-touch thermometers, cleaning supplies,

hand sanitizer, and signage templates. Communicate to staff prior to the return of in-person that these materials and PPE are in the building and explain the system and timeframes for requesting any safety materials or PPE.

- viii. Notify staff who will be sharing a classroom or workspace with another adult of the additional PPE that they may request. Staff will be so notified at least five (5) workdays prior to the return of in-person.
- ix. Identify and prepare an Isolation Room for students or staff as required by Labor & Industries and DOH. Prior to the return to in-person, the COVID Supervisor will communicate to staff and provide a document for the building staff member which includes the protocols for sending a student to the Isolation Room.

c. **Systems Preparation:** Each building, with the support and assistance of the District, will:

- i. At least seven (7) workdays prior to the return to in-person, communicate the start date of K-1 in-person to staff and families.
- ii. At least five (5) workdays prior to the return to in-person, develop and communicate updated class rosters to staff.
- iii. Prior to the return to in-person, develop and communicate to families the requirements for students to wear a face covering in order to attend school and the process for a student to seek an accommodation for not being able to wear a face covering (through IEP or 504 process).
- iv. Prior to the return of in-person, determine and communicate a system for attestations and screening of students and staff. Student attestations will not be done by a certificated staff member.
- v. Prior to the return of in-person, develop and communicate a plan for student arrival and dismissal procedures including staffing, routes, and physical distancing.
- vi. On or prior to the first on site classroom set up workday, communicate to staff members the list of students assigned to them who are already exempt from wearing a mask due to documented medical condition and inform the staff member of the increased Transmission Risk this creates and provide the staff member with a face shield or other L&I-approved PPE prior to in-person services beginning.
- vii. Prior to the conclusion of the District-provided staff training conducted before the return to in-person, develop and communicate to staff members procedures when a student refuses to wear a mask once the student is in the building.
- viii. The parties will monitor COVID-19 activity levels of K/1 for no fewer than twenty-one (21) consecutive calendar days after the K/1 return to in-person, and the District will notify the Association President of any trends in illnesses at the building level and/or district-wide that are not consistent with past trends before the phase in of in-person services. After fourteen (14) calendar days of the return of K-1, the parties agree to meet to review the case and hospitalization trends. After twenty-one (21) calendar days

from the return of K/1, 2/3 will return to in-person learning as long as the school can demonstrate the ability to limit transmission in the school environment consistent with section 1.c., above, and according to the criteria set forth in section 1.d, above. Staff members will be provided seven (7) workdays' prior notice of the return of Grades 2/3 to in-person. Notification process may occur during the twenty-one (21) day monitoring period.

**d. Health and Safety:**

- a. The District will follow public health and safety requirements and guidelines including those established by the Department of Health (DOH), Labor and Industry (L&I), Employer Health & Safety Requirements for School Scenarios, and K-12 Fall Health and Safety Guidance.
- b. The District, in accordance with CDC, DOH, OSHA, L&I and/or other applicable requirements and guidelines will limit the number of students and staff that can be safely assigned to a classroom or workspace (refer to overload Appendix B). Additional staff members may enter the classroom to serve students, including but not limited to LRC 1 teachers, therapeutic specialists, and paras. Both parties acknowledge that the Covid capacity of a classroom may be exceeded for short periods of time, defined as fewer than fifteen (15) minutes. Such situations are intended to be rare and emergent. A classroom exceeding its Covid capacity will not be because of regularly scheduled push-in services.
- c. The District will provide each employee two reusable cloth face coverings. A face shield is available upon request.
- d. The District will provide any other PPE required by DOH, L&I and/or OSHA for the employee's job responsibilities, working conditions and circumstances, including when staff members share a classroom or instructional/office space. Staff may request additional PPE (goggles, non-surgical N95 masks, plexiglass, or other appropriate barrier, etc.) through their COVID Supervisor based on their assignment, which includes sharing a classroom and/or office space.
- e. Cleaning and disinfecting by custodial staff, in addition to the daily cleaning schedule for the building, will take place, on high-touch points, for example, door handles, crash bars, sink knobs, and paper towel dispensers as needed. Safe usage of high traffic shared spaces and shared equipment will be covered in the staff training.
- f. Certificated staff members will not be responsible for cleaning and disinfecting when bodily fluids are involved.
- g. Areas where an employee or student with suspected or confirmed COVID-19 illness was present will be cordoned off and cleaned and sanitized by custodial staff, following the cleaning guidelines set by the CDC.
- h. Only designated and trained staff will interact with people showing symptoms of COVID-19. At least one designated, trained staff member will be available at all times during the workday in case there is a need to isolate a symptomatic employee or student. Deans and nurses may be assigned to perform this work; PBSES Coaches and Counselors will be assigned these responsibilities on an emergent basis.

- i. Staff and students showing COVID-19 symptoms and/or who have been in close contact with someone with confirmed COVID-19 will be isolated/quarantined in accordance with the King County Schools COVID-19 Response Toolkit.
  - j. Staff and students who display symptoms of COVID-19 while on campus will be sent to a designated isolation room until they can leave the building.
  - k. The number of individuals in the isolation room will be limited by physical distancing guidelines.
  - l. To reduce the number of adults in buildings, as a safety measure, staff will be provided the option of attending meetings virtually (i.e. – via Zoom or Teams) rather than in person.
  - m. To reduce the number of adults in buildings, as a safety measure, parent volunteers are not allowed while hybrid instruction is in effect.
- e. **Staff Training:** Prior to in-person services beginning, all staff assigned to work in-person will be released to attend required remote training developed by the District. Training will cover District COVID mitigation protocols and building-specific COVID mitigation Plans. Staff will be given a minimum of five (5) workdays' advance notice of the date and duration of the remote training session(s), which will include but not limited to:
  - a. Maintaining physical distance, wearing appropriate PPE, frequent cleaning and handwashing, recognizing signs of COVID-19, what to do if someone develops signs of COVID-19, and who has authority to send a student or staff member home when they are ill and/or show signs of illness/COVID.
  - b. Site specific training related to safety and system protocols.
  - c. If a staff member's role involves circumstances calling for specialized training regarding physical distancing, additional PPE, and safety measures, such specific training will be provided.
- f. **Classroom and in-person setup:** In acknowledgement of the time necessary for setting up a classroom for in-person learning the District will provide each staff person three (3) onsite workdays prior to the return to in-person.
  - a. The above workdays will entirely be asynchronous for the affected staff member and students.
  - b. The workdays will be staff directed except for the time spent in required building training which will not exceed four (4) hours.
- g. **Class Size and Staffing:** All class size and staffing conditions below must be met prior to the return to in-person.
  - a. The number of students on a classroom roster must adhere to the Department of Health physical distancing guidelines of no less than six (6) feet consistent with CDC guidance for measuring distance.
  - b. COVID capacity in a classroom varies depending on the layout of the classroom and the building model but typically ranges from 12-16 desks (See Appendix B for COVID Overload Language).
  - c. If a classroom roster includes more students than the COVID capacity of the classroom allows, the District will inform IEA to determine a larger space in the

building to accommodate the larger class roster. It is expected that this will occur rarely if at all.

- d. If a classroom roster has greater than or equal to fifteen (15) students, COVID Overload triggers will apply (See Appendix B for COVID Overload Language).
- e. No staff member will be required or asked to teach a class section combining in-person hybrid students and 100% remote students.

**h. Student Safety and Expectations Related to COVID:** Safety procedures related to COVID will be developed, communicated, and maintained throughout the 2020-2021 school year. Flexibility will be in place if any such procedures need to be adjusted.

- a. All students and staff are required to wear a face covering, except as exempted by the DOH and CDC. If there is a student who is not able to wear a mask due to a medical condition or disability the staff member working with that student will be informed and offered a face shield and provided any additional PPE required by L&I.
- b. Students will be provided instruction on face coverings, hygiene, and physical distancing on the first day of school, throughout the first week of school, and thereafter as needed.
- c. All students and staff are required to complete an electronic attestation prior to entering a building. If a student arrives without a completed attestation, the student will not knowingly be allowed entry into the classroom until the attestation is completed through an interactive process involving the student and/or parent or guardian. The interactive process will occur while respecting physical distancing guidelines. If a certificated staff member is asked to engage with the student during this process, the staff member will be provided a face shield.
- d. If a student refuses to wear a face covering, they will not be allowed entry to the classroom until an interactive process can happen to address the refusal and the issue is resolved such that the student wears a mask before being allowed to enter class. The interactive process will occur while respecting physical distancing guidelines. If a certificated staff member is asked to engage in the interactive process with the student, the staff member will be provided a face shield.
- e. All disciplinary policies, procedures, and conditions as contained in the Collective Bargaining Agreement will remain in effect.
- f. It is the parties' intent to address students in a culturally responsive and supportive manner, and to assist students in understanding and following health and safety protocols and rules. Because face coverings are a required safety measure, instances of a student not wearing a face covering will be addressed promptly. Responses to student behaviors will be made on a case by case basis and take into consideration the student's age, disabilities (if any), and specific nature of the violation.
- g. The COVID Supervisor or building principal will be responsible for informing staff of changes made, if any, to the building discipline/intervention plan.
  - i. In the event a student willfully and knowingly violates safety protocols towards another student and/or staff member in a manner that may cause harm (for example, purposefully removing a mask and coughing or sneezing

on another individual), the building administrator or designee shall notify the parent or guardian and take other action as appropriate.

- i. **Expectations and Other Working Conditions:** Staff members assigned to the in-person learning model are expected to:
- a. Conduct remote Family Connections with new families within two (2) weeks of receiving their new, in-person class roster. Asynchronous work will be pushed out to students during the Marigold blocks to create time for these Family Connections.
  - b. The duration of in-person classes will be no more than 3.5 hours. The hours will run from 9:00-12:30.
  - c. A fifteen (15) minute morning recess will be scheduled. Snacks may be eaten outdoors, during student recess.
  - d. Snacks and lunch will not be eaten in the classroom.
  - e. The NIT time will run from 8:15-9:00 and 3:30-3:45 all days except Wednesday. Wednesday NIT time run 8-9 and 3:30-4.
  - f. Whole group in-person morning session will focus on delivering the core subjects.
  - g. In-person instruction will not be required to be broadcast or recorded to those students not present in the classroom.
  - h. In-person learning will follow the approved K-1 schedule. For Grades 2-3, the same schedule will be followed as K-1.
  - i. Staff members' duty free lunch and planning begins at 12:30. Staff members will not be assigned student supervision beyond escorting them to the appropriate pick up area once students are dismissed at 12:30.
  - j. In-person classroom teachers may choose their worksite for the afternoon remote portion of the day. Any and all transit time needs to be inclusive within their lunch and planning period. Mileage will not be paid.
  - k. Specialists will be scheduled right after lunch, from 1:30-2:00.
  - l. Asynchronous and synchronous activities and content under the hybrid in-person learning model is left up to educator discretion for the remote portion of the afternoon. The primary focus is on small group instruction, and/or one-on-one instruction. Students not receiving small groups/one-on-one instruction engage in independent work time.
  - m. Wednesday will be 100% remote for in-person hybrid staff members and their students.
  - n. The schedule for Wednesday will start with a live class meeting and a SEL lesson from the curriculum for up to one (1) hour of time. There will be a fifteen (15) minute recess break. There will be live whole class lesson that focuses on literacy or the continuation of SEL for up to thirty (30) minutes. There will be a one (1) hour and fifteen (15) minutes of time with a focus of smaller group instruction, one-on-one instruction, and/or students' independent work time. There will be a thirty (30) minute specialist.

- j. **Special Groups of staff members:** Any staff members who have students who transitioned previously to in-person will follow the expectations below:
- a. Specialists (PE, Music, Library) will push asynchronous lesson(s) for any grade-levels that have transitioned to in-person. If the specialists and building administrator create an agreed upon schedule, they may choose to provide synchronous lesson(s).
  - b. ELL, Title/LAP, and SAGE staff members who have students receiving in-person learning will provide their instructional services remotely. These staff members will be available to administer scheduled in person assessments and mandated testing both to individuals and small groups.
  - c. Counselors and PBSES Coaches will work in person while students are onsite and then may choose their worksite in the afternoon with the expectation that any travel time is included in their lunch/planning. Mileage will not be paid.
  - d. TOSAs and Instructional Coaches will perform duties remotely.
  - e. Deans will work in-person Monday, Tuesday, Thursday, and Friday. Their worksite on Wednesdays may be remote upon approval of their supervisor.
  - f. Certificated nurses will work in-person when students are onsite. Certificated nurses may choose their worksite on Wednesday. Any travel time is included in their lunch/planning. Mileage will not be paid.
  - g. State rules pertaining to certificated nurse RNs' responsibility to train, delegate tasks, and oversee other staff members will be followed.
  - h. The Issaquah Education Association and the Issaquah School District recognize the added learning and social/emotional/behavioral challenges students receiving special services may face and that for many, remote services can compound and/or magnify those challenges. As we look to providing in person services to K-3 students, we have an added interest in ensuring that those students furthest from educational justice are receiving instruction in the safest, most effective mode possible. With health and safety critically important to our staff, students, and community, the parties have also weighed the critical importance of in-person special services for some of our students and agree that the following will apply to LRC I Teachers and Therapeutic Specialists (OTs, PTs, SLPS) during the K-3 in-person hybrid learning model:
2. **Elementary LRC I Teachers:** All elementary LRC I teachers with K-3 students on their caseload who are attending school in the in-person hybrid learning model will work on site.
- a. For K-3 LRC I students who receive special education services in the general education setting, a paraprofessional and/or the LRC I teacher will deliver SDI into the general education classroom.
  - b. LRC I teachers who deliver special education services in the general education classroom will follow all safety and health protocols including hand washing or sanitizing upon entering and exiting the classroom, wearing of a face covering and physical distancing as appropriate and possible.
  - c. For students who receive special education services in the special education setting, specially designed instruction will continue to be delivered remotely and in the afternoon portion of the student day. If remote learning appears to not be

appropriate or effective for the student, the IEP process will be utilized to determine if in person services is needed.

- d. The District will provide PPE as required by the parties' K-3 In-Person Hybrid MOU for small group settings.
- e. Shared materials will be limited as much as possible. Cleaning and disinfecting shared materials and between groups will be done by the LRC I teacher or paraprofessional. The District will provide all necessary cleaning materials.
- f. If special education services in the special education setting are to be delivered in person, students will receive services either one-on-one or with other students within their general education cohort. Students may also receive in person "appointment services" at a time determined by the LRC 1 teacher with the preference being to follow the hybrid schedule. These in person services will be delivered by the LRC I teacher and/or a paraprofessional and be determined through the IEP process.
- g. The LRC 1 teacher will choose their worksite in the afternoon and on Wednesday. Any and all transit time needs to be inclusive within their lunch and planning period. Mileage will not be paid
- h. A Special Education Director or designee will attend IEP meetings for appointment services.
- i. The amount of data expected for the IEP meetings for appointment services will follow the standard data collection of four (4) to six (6) weeks. Examples of data that would meet the first prong of the three (3) prong test referenced below include a student is showing minimal progress towards their IEP goal/s, has not yet returned to the level of learning/proficiency before the March COVID closure, has engagement issues and/or poor attendance, and multiple interventions have been tried. The parties will utilize the following Three Prong Questions:
  - 1) Is the student making any meaningful progress in our LIVE remote learning (for example, attendance, engagement, work, data, anecdotal data)?
  - 2) Is the service necessary and essential?
  - 3) Can we deliver these services safely?
- j. LRC I teachers will be available to support all students on their caseload attending in person should the need arise. This includes assistance in the general education classroom with behavioral/social/emotional support for the student including escalations, delivery of ERP protocols and isolation and/or restraints. If the LRC I teacher is engaged in LIVE remote or an in-person lesson as the only adult, the LRC I teacher would not be expected to respond to an in-person crisis. If the LRC I teacher has a paraprofessional, the teacher could step away from the LIVE instruction or in person lesson and have the para run the group.
- k. LRC I teachers may have a caseload mix of both in person students and remote students but will not be expected to teach in person and remotely simultaneously.
  - i. A regional LRC 1 teacher may be utilized for the fully remote students.
  - ii. Every effort will be made to keep reasonable caseloads while adjusting current caseloads.

- l. Caseloads may need to be adjusted between the elementary LRC I teachers at a particular school to account for the mix of students electing for in person and those staying remote and to accommodate schedules.
- m. Additional IEP meetings will be needed for students to be considered for and granted appointment services. Release time for such meetings will be provided in half-day increments based on the number of these meetings:
  - 4-6 meetings - half-day release
  - 7-9 meetings- one (1) full day release
  - 10-12 - two (2) full days of release
  - Above 12 meetings will be brought to LMT to discuss further workload relief.
- n. An LRC I teacher with in-person K – 3 students on their caseload will receive one additional release day prior to the return of each grade level/band for the workload to adjust caseload and building schedules. A building administrator may determine if an additional day is needed to construct a building schedule.

**3. Therapeutic Specialists: OTs, PTs and SLPs will continue to deliver services remotely.**

- a. If remote learning appears to not be appropriate or effective for the student, the IEP process will be utilized to determine if in person services is needed.
- b. If providing in person therapeutic services to a student is the decision through the IEP process, Special Services will work with the therapeutic specialists in the region to determine who will deliver services and when as determined by process in 1h-i from above.
- c. In person therapeutic services will be delivered one-on-one and/or in their general education cohort.
- d. Therapeutic specialists providing direct services to ECE, LRC II and ACT students will continue to do so in person.

**4. Substitutes:** The District will provide access to substitutes to cover K – 3 in person classroom staff absences.

- a. Substitutes will be trained in District COVID mitigation protocols the above paragraphs prior to performing in-person services.
- b. Certificated staff may take leave in half day increments as currently allowed in Article 9 of the CBA.
- c. If a classroom teacher is absent during the in-person portion of the student day, the classroom teacher is responsible for providing lesson plans for the substitute teacher.
- d. If a classroom teacher is absent during the remote portion of the student day, the MOU 2020-2021 School Year, Appendix 2 language will apply.

**5. Quarantine, Isolation and Emergency Health Leave**

- a. For staff members who are directed to isolate and/or quarantine, remote work will be extended during the quarantine period.
- b. Staff who test positive for COVID-19 due to close contact at work will qualify for up to ten (10) workdays of Emergency Health Leave upon providing medical documentation

stating their positive test. The use of the leave is limited to the workdays that fall into the required quarantine period.

**6. Upcoming Bargaining Issues**

- a. The parties have identified and agreed to address the following issues prior to beginning a return to K/1: ESA nurse remote work, “permanent” or long-term substitutes, and LRC II minutes.
  - b. The parties have discussed students who we are not hearing from, for safely bringing them into schools, specifically, McKinney Vento students, seniors at risk of not graduating on time, students identified by the Tier 2 teams grades 4 through 11, and further identified student groups.
  - c. The bargaining teams will commit to at least four (4) hours per week of regularly scheduled bargaining sessions in February and March. This is a show of our commitment and is not an allocation of a set amount of time to do our work. Nothing precludes either party from bringing emergent topics to the table. These topics will be scheduled outside of the committed four (4) hours per week of regularly scheduled bargaining.
7. **Enforcement:** The parties hereby agree that the ability to enforce this MOU in a timely fashion is a material part of this agreement. Therefore, the parties stipulate and agree that in the event one party materially breaches this agreement, including engaging in a concerted work stoppage over an alleged material breach of this agreement, then the other party may file a complaint to specifically enforce any provision breached in King County Superior Court. The parties further agree that the prevailing party may be awarded attorneys’ fees and costs if the Court deems them to be just and equitable. This enforcement solely applies to this MOU. The Association agrees to dismiss the pending Superior Court action upon signature of the parties.

This MOU shall be in effect for the 2020-21 school year and shall sunset on the last instructional day of the school year. 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.

Agreed to this \_\_\_\_ day of \_\_\_\_\_, 2021.

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Natalie Fowler  
Executive Director of Human Resources

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Derona Burkholder  
Issaquah Education President

## APPENDIX A

### ISD Elementary Staff Work Day for In-Person Instruction K-3

Time	Monday	Tuesday	Wednesday	Thursday	Friday
NIT 8:15-9:00	8:15-9:00	8:15-9:00	8:00-9:00	8:15-9:00	8:15-9:00
9:00-12:30 Whole Group In-Person	<b>Whole Group In-Person</b> Reading Writing Math Social Studies and Science Integrated	<b>Whole Group In-Person</b> Reading Writing Math Social Studies and Science Integrated	<b>Whole Group Remote</b> 9:00-10:00 Class Meeting/SEL/ Community Building Mini Lesson: SEL Curriculum	<b>Whole Group In-Person</b> Reading Writing Math Social Studies and Science Integrated	<b>Whole Group In-Person</b> Reading Writing Math Social Studies and Science Integrated
15 Minute Snack Break/Recess (based on building schedule)	15 Minute Snack Break/Recess	15 Minute Snack Break/Recess	15 Minute Snack Break/Recess	15 Minute Snack Break/Recess	15 Minute Snack Break/Recess
9:00-12:30 Whole Group In-Person Continues	<b>Whole Group In-Person</b> Reading Writing Math Social Studies and Science Integrated	<b>Whole Group In-Person</b> Reading Writing Math Social Studies and Science Integrated	<b>Whole Group Remote</b> 10:15-10:45 Mini Lesson Reading/ Writing/Math 10:45-12:30 Small group instruction with teacher, Ind. Wk. 12:00-12:30 Asynchronous Specialists (30 minute planning)	<b>Whole Group In-Person</b> Reading Writing Math Social Studies and Science Integrated	<b>Whole Group In-Person</b> Reading Writing Math Social Studies and Science Integrated
12:30-1:30	Lunch and Planning	Lunch and Planning	Lunch and Planning	Lunch and Planning	Lunch and Planning
1:30-2:00 Remote/Asynchronous	Asynchronous Specialists (30 minute planning)	Asynchronous Specialists (30 minute planning)	1:30-2:00 Prof. Meetings	Asynchronous Specialists (30 minute planning)	Asynchronous Specialists (30 minute planning)
2:00-3:30 Whole Group Remote	Small group instruction with teacher Independent student work time-Lexia, iReady, Journals, Ind. Reading SEL Math Follow-up		2:00-4:00 Staff Directed Time or Professional Development Per CBA	Small group instruction with teacher Independent student work time-Lexia, iReady, Journals, Ind. Reading SEL Math Follow-up	
NIT 3:30-3:45	3:30-3:45	3:30-3:45		3:30-3:45	3:30-3:45

11/25/2020

## APPENDIX B

### **COVID Capacity and Overload for COVID-19: K-3 Hybrid In-Person Return**

In recognition of the K-3 teaching staff beginning to teach in an in-person hybrid model, which requires physical distancing (currently, a minimum of six (6) feet) and numerous other changes to classroom culture and expectations for health and safety reasons, the District is committing to “Covid-19” overload triggers and notification procedures. These triggers will be put in place to ensure that physical distancing is feasible, by creating class sizes which may vary from 12 to 16 based on the physical configuration of the classroom. COVID capacity is defined as the number of desks that can be placed in a classroom based on CDC guidelines.

The District further commits to setting up instructional settings that comply with a minimum of six feet of physical distancing. A minimum of six feet shall be used unless guidance or mandates from CDC, OSPI, L&I, and/or King County Public Health are changed, at which time the parties will meet to review the change and determine what if any revisions should be made to classroom set ups or class sizes; or if the above agencies determine that physical distancing is no longer required or advised.

Staff, upon request, will have their room configurations reviewed by the Capital Projects department and building administrator if the staff member has concerns about layout of classroom or overall capacity of their instructional space. The aforementioned requests shall be sent directly to the CFO/COO (Jake Kuper) [kuperj@issaquah.wednet.edu](mailto:kuperj@issaquah.wednet.edu).

The following overload triggers shall apply to K-3 Classroom Staff who are teaching in-person. The CBA and its triggers/rules shall apply to all other staff members as required:

# of Students	Additional Pay Per Week	Para-Per Hour per CBA	Equivalent Hours of Weekly Para Time
15	\$118	\$19.73	6
16*	\$138	\$19.73	7
17*	\$158	\$19.73	8
18*	\$178	\$19.73	9
19*	\$237	\$19.73	12
20*	\$256	\$19.73	13
21*	\$276	\$19.73	14
*Class sizes greater than 16 should be rare in nature and may be held in other large instructional spaces as needed			

#### **In-Person Overload Count Dates:**

- Five (5) Days after the commencement of in-person learning
- First Day of Third Trimester

**Suspension/Adjustment of COVID Overload Pay:** Shall occur for K-3 staff if the District is required to move back to full remote, or if the overload counts change each count date.

**Remote Overload:** Overload triggers for fully remote K – 3 classes will be calculated and compensated consistent with Article 4, Section 7.1b of the current CBA.

#### **Remote Overload Count Dates:**

- Five (5) Days after the commencement of newly re-rostered K-3 classes.
- First Day of Third Trimester