

MEMORANDUM OF UNDERSTANDING
between the
ISSAQUAH EDUCATION ASSOCIATION
and the
ISSAQUAH SCHOOL DISTRICT
Regarding Updated Safety Measures
for 4th and 5th Grade In-Person Hybrid Learning Model of the COVID-19 Pandemic
2020-2021 School Year

IEA Counter Proposal 3.19.21 TA at 9:40pm

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, coupled with the Governor’s Proclamation 21-05 signed March 15, 2021, and agree that continuing to expand in person learning opportunities to 4/5 students is not only a joint interest but a legal requirement. Moving to a new teaching modality for ISD, a “concurrent live streaming” model, is a temporal response to the unique challenges confronting our school community in the pandemic and is intended to meet those challenges for the timeframe set forth in this MOU.

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.

Public health officials and Labor & Industries have used a measure of six (6) feet for such things as “physical distancing” between people, student desks and workstations, as one definition of “close contact”, and for case investigation and contact tracing of confirmed COVID cases in the workplace. The term, “physical distancing” herein refers to the minimum distance of six (6) feet. If DOH guidance and/or L&I revise the six (6) foot measurement, the parties will meet to discuss the impact and resolve questions as to the impact of the change.

The term “concurrent live streaming” and “concurrent teaching” are used synonymously herein. Concurrent live streaming means the teacher simultaneously instructs students in person while remote students are utilizing technology to access the instruction via live streaming.

- 1. In-Person Hybrid 4th and 5th Reopening Safely Timelines:** The in-person hybrid learning start date for fourth and fifth grade students 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”).

- a. While in-person 2/3 instruction is in place, expansion to 4/5 in-person learning will occur twenty-one (21) calendar days after the 2/3 return date if the school can demonstrate the ability to limit transmission in the school environment. See Systems Preparation below.
- b. To allow for an optimal transition from remote learning to a concurrent live streaming model and to enhance the learning experience for students, the afternoon session of the first two days of concurrent live streaming will be asynchronous. This will allow for teachers to receive technological assistance while minimizing impacts on the instructional setting.
- c. In accordance with the Governor’s Proclamation 21-05 signed March 15, 2021, if a cohort reports two (2) or more positive COVID cases in a fourteen (14) day period the entire classroom will quarantine for a fourteen (14) day period. If 10% or more classrooms are dismissed in this manner or the school cannot function due to insufficient staff or advised by Seattle King County Public Health, the school will close and switch to remote learning for fourteen (14) days.
- d. 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.
- e. **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; PBS&S Coaches and Counselors will be assigned these responsibilities on an emergent basis. The Building Administrator will review any impact on any existing duties of a bargaining unit employee assigned as a cohort supervisor and adjust assigned responsibilities as appropriate and on an ongoing basis as needed.

Unresolved issues or concerns over workload, if any, will be brought to LMT where the parties will work to resolve them.

- f. **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 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.
- g. **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 4-5 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 2/3 for no fewer than twenty-one (21) consecutive calendar days after the 2/3 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 twenty-one (21) calendar days from the return of 2/3, 4/5 will begin. Staff members will be provided seven (7) workdays' prior notice of the return of Grades 4/5 to in-person. Notification process may occur during the twenty-one (21) day monitoring period.

h. Health and Safety:

- i) 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.
- ii) 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.
- iii) Staff will be provided PPE that includes two (2) cloth face coverings and access to a daily disposable mask at the building check in station. A face shield will be available upon request.
- iv) 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.

- v) Staff may request and be provided 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, and/or situational circumstances. If the district is unable to provide the requested materials, the parties will work together to find a suitable solution.
- vi) 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.
- vii) For portables that do not have access to running water, the employee will be offered a classroom in the building if available, and be paid to move classrooms see section 17. Classrooms will be prioritized for educational settings. If a classroom is not available, the classroom teacher may request coverage in order to use the in building restroom for handwashing during concurrent teaching. Hand sanitizer will be readily available in all classrooms (portables included). Students and staff will have access to indoor restrooms and sinks throughout the day.
- viii) Portable, health rooms, isolation rooms, and building air exchange rates will be frequently monitored through building safety committees & IEQ.
- ix) Procedures will be developed with the COVID supervisor and building administration with regards to sanitizing computers or internet-connected devices daily, or prior to new users, at minimum. Staff will be notified about this procedure.
- x) Certificated staff members will not be responsible for cleaning and disinfecting when bodily fluids are involved.
- xi) 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.
- iii. 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.
- xii) 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.
- xiii) 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.
- xiv) The number of individuals in the isolation room will be limited by physical distancing guidelines.

- xv) 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.
- xvi) To reduce the number of adults in buildings, as a safety measure, unauthorized classroom visitors or parent volunteers are not allowed while hybrid instruction is in effect.

2. Staff Safety Training: Prior to in-person services beginning, all classroom teachers assigned to work in-person will be released to attend one (1) required remote training developed by the District. The training will cover District COVID mitigation protocols and building-specific COVID mitigation plans not to exceed three (3) hours. 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.

3. Classroom and in-person setup: In acknowledgement of the time necessary for setting up a classroom and the change in instructional model 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 be entirely asynchronous for the affected staff member and students.
- b. The workdays will be staff directed except for the time spent in required building safety training which will not exceed three (3) hours.
- c. Classroom teachers will have the opportunity to attend a TLS training on live streaming. The training will not exceed three (3) hours.
- d. To allow time for teachers' reflective practice and to support teachers in the adoption of a concurrent learning model. Teachers may choose one (1) of the following for up to three and a half (3.5) hours.
 - i. Teachers may choose one (1) additional afternoon to provide asynchronous learning to seek assistance with instructional technology or to attend and/or access a training.
 - ii. Teacher may choose to attend training outside of their work day and submit for tech pay compensation.

4. In-Person Hybrid Live Streaming: Concurrent live streaming is a new teaching model.

Classroom teachers will be shown grace, especially while adapting their teaching to this model and responding to student needs.

- a. In-Person Hybrid Learning with Concurrent Livestreaming will follow the schedule in Appendix A. Grades 4-5 Concurrent Schedule

- b. Posting recordings of in-person lessons is not required.
- c. Teachers will use their professional judgement to determine what portions of the lessons are relevant to live stream for remote students. For example, remote students will not be asked to extend their screen time as the teacher reviews with in-person students the school's procedures and protocols for safely entering and exiting the classroom and school building.
- d. Due to the need to take attendance in multiple modalities, attendance for remote students may be modified by the end of the workday. Classroom teachers will not be responsible for modifying attendance for in-person hybrid students who arrive late.
- e. The parties understand that the first two weeks of concurrent live streaming may include the teaching of procedures and routines for both in person and remote students as well as essential learnings.
- f. Teachers will be given flexibility in the amount of content covered due to learning a new modality, as well as unknown constraints arising from the in-person hybrid model, as well as extra time needed to support diverse student needs.
- g. The district IT Department will dedicate direct support to teachers and students in person. Should significant technology issues that impact instruction arise, they will be prioritized for timely resolution.
- h. The district TLS Ed Tech Department will be available in-person to support teachers in the instructional use of education technology.

5. Technology for Concurrent Live Streaming Learning Model: In order to ensure fidelity of the learning experience for students and acknowledging that this is a new learning model for teachers requiring new arrangements and coordination of technology, all classrooms will be equipped with the items described below. The District IT Department will be responsible for ensuring that equipment is set up, connected and working. Additionally, the District IT Department and TLS Ed Tech Department will ensure teacher access to in-building technology support in a timely manner.

- a. Each classroom will be equipped with a "Teacher Presentation Station", which includes:
 - i. A desktop computer or laptop connected to both the room's audio and video systems.
 - ii. During the asynchronous days teachers will be given the opportunity to request a second monitor. The Teachers' monitors will be installed within two weeks, after concurrent instruction begins.
 - iii. A document camera connected to a projector or LCD panel.
 - iv. One (1) ISD external USB webcam inclusive of prior issued webcam
 - v. A microphone that integrates with a working audio system and/or attached speakers.
- b. Teachers will be provided with the following upon request if current inventory allows:
 - i. Additional cabling to extend the reach of their webcam and/or other peripherals as needed
 - ii. An additional external keyboard if current inventory allows.
 - iii. An additional external mouse if current inventory allows.

- c. Each classroom will have a set of five (5) internet devices/laptops for students to use in the in-person portion of the day. There will be COVID protocol procedures for when and how to appropriately clean when using these devices in the classroom.
- d. In the occasional circumstance where there is an instructional need for more devices, teachers may follow their building's process to checkout an additional set of devices for a specific day.
- e. Classrooms will have the appropriate surge protectors to support their small set of internet devices.

6. 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.
- b. COVID capacity in a classroom varies depending on the layout of the classroom and the building model but typically ranges from 12-18 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 of in-person hybrid students has greater than or equal to fifteen (15) students, COVID Overload triggers will apply (See Appendix B for COVID Overload Language).
- e. If the total number of students on a classroom roster are greater than or equal to twenty-eight (28), triggering overload pay in alignment with Article 4, Section 7 of the Collective Bargaining Agreement, the classroom teacher will receive overload pay.
- f. A classroom teacher will be eligible for either COVID Overload pay or overload pay consistent with the CBA. If the class roster meets both triggers, the teacher will be paid an increased rate of 125% of the CBA rate or 125% of the COVID Overload pay, whichever is greater. (See Appendix B for COVID Overload Language).

7. 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.

8. Expectations and Other Working Conditions:

- a. The duration of in-person classes will be no more than 3.5 hours. The hours will run from 9:00-12:30.
- b. A fifteen (15) minute morning recess will be scheduled. Snacks may be eaten outdoors, during student recess.
- c. Snacks and lunch will not be eaten in the classroom.
- d. 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.
- e. Whole group in-person morning session will focus on delivering the core subjects.
- f. Current class rosters will be maintained as much as possible. Class rosters will include both fully remote and in person hybrid students.
- g. Instruction will be concurrent live streamed during the in-person hybrid portion of the school day.
- h. Fourth and fifth grade teachers who are providing concurrent learning model to both in-person and remote students will follow the attached Grades 4-5 Concurrent Schedule. See Appendix A.
- 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. Building principals and specialists may work out a rotating or non-rotating schedule to provide asynchronous and LIVE specialist, provided they can meet a balanced program for 4th and 5th grade.
- 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 unless a change in schedule is necessary to meet the Governor's proclamation in regards to minimum in person instructional minutes. In such case, the parties will meet to discuss the impact and resolve questions on the agreed upon K-5 schedule.
- 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.
- o. Fourth and fifth grade teachers assigned to fully remote instruction will continue to follow the remote schedule outlined in the Appendix to MOU 9.1.20 Impacts of the COVID-19 Pandemic 20-21 School Year.

9. Evaluation Students' social emotional needs are a focus and concern for staff members, administrators and parents. "Concurrent live streaming" is a new instructional modality, which is unfamiliar to Issaquah students, parents, staff, and administrators, and which will be tested and fine-tuned in the weeks and months ahead, and the parties have a shared interest in supporting students, parents and teachers as they move into this new phase of teaching and learning in the pandemic. To the extent feasible, staff members will be observed and evaluated in the course of their professional performance during the following instructional settings:

- Small group instruction
- Strategy groups
- One-on-one conferring
- SEL instructional block
- Wednesday morning meetings

Conducting observations by evaluators, with informal and formal feedback on concurrent live streaming, is allowed. See the parties' MOU [MOU Regarding Certificated Evaluations signed Sept 30, 2020], Appendix X, for details on state rules and negotiated agreements related to evaluations in 2020-21. Questions or concerns about the evaluation and observation process will be brought to LMT for resolution.

10. Elementary students who are experiencing homelessness (McKinney-Vento) who have chosen in-person hybrid learning will attend class in-person with their classroom teacher. If they choose remote, they will remain on the roster of their current teacher.

11. 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, and 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. Instructional Coaches will work in-person on Monday, Tuesday, Thursday, and Friday.
- e. TOSAs assigned to, or to support, an elementary school or elementary program will work in-person on Monday, Tuesday, Thursday, and Friday in duties that fit their job description. They may choose their worksite on Wednesdays.
- f. Deans will work in-person Monday, Tuesday, Thursday, and Friday. Their worksite on Wednesdays may be remote upon approval of their supervisor.
- g. 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.
- h. State rules pertaining to certificated nurse RNs' responsibility to train, delegate tasks, and oversee other staff members will be followed.
- i. 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-5 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-5 in-person hybrid learning model:

12. Elementary LRC I Teachers: All elementary LRC I teachers with 4/5 students on their caseload who are attending school in the in-person hybrid learning model will work on site unless granted a remote assignment by Human Resources.

- a. For 4/5 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. 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.

- b. LRC I teachers may have a caseload mix of both in person 4/5 students and remote 4/5 students. For students who receive special education services in the special education setting, specially designed instruction (SDI) may be delivered either in person or remotely.
- c. LRC I teachers may use their professional judgement to determine if live streaming is appropriate to mixed groups of students (remote and in person).
- d. LRC I teachers with 4/5 students on their caseload will be given one (1) additional release day to setup a schedule for in-person services following the return to in-person hybrid instruction. This schedule will be based on the teacher's professional judgement. A building administrator may determine if an additional day is needed to construct a building schedule.
- e. Every effort will be made to ensure that students are grouped together in cohorts in order to support small group interventions or in general education cohorts. If students must be pulled from separate cohorts, the small group will be limited to no more than five (5) students in-person.
- f. All safety and health procedures and protocols (physical distancing, face coverings, etc.) will be followed by students and staff when delivering SDI in the LRC I classroom.
- g. The District will provide PPE as required by the parties' K-3 In-Person Hybrid MOU for small group settings. A KN95 mask will be provided for LRC I teachers that must serve cross-cohort groups if requested.
- h. 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.
- i. LRC I teachers teaching in person 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, livestreaming, and/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.

13. Appointment Services: Fully remote students receiving special education services may receive in person "appointment services" at a time determined by the LRC 1 teacher. Hybrid students who have services that cannot be met through the time allotted during the hybrid day, an IEP meeting can be held to discuss appointment services through the IEP process. These in person services will be delivered by the LRC I teacher and/or a paraprofessional and be determined through the IEP process.

- a. The LRC 1 teacher will choose their worksite in the afternoon and on Wednesday, unless appointment services need to be delivered. If a staff member is providing appointments

services in the afternoon, and is unable to meet the required specially designed instruction minutes of other groups in alignment with the planning time outlined in the CBA, then special services will work with staff in the region to determine who will deliver services. An administrator will be available at this time. Any and all transit time needs to be inclusive within their lunch and planning period. Mileage will not be paid.

- b. A Special Education Director or designee will attend IEP meetings for appointment services.
- c. 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. IEP teams may use data already collected. 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?
- d. 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:
 - iv. 4-6 meetings - half-day release
 - v. 7-9 meetings- one (1) full day release
 - vi. 10-12 - two (2) full days of release
 - vii. Above 12 meetings will be brought to LMT to discuss further workload relief.

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

- a. Therapeutic specialists with 4/5 students on their caseload will be given one (1) release days to setup a schedule for in-person services following the return to in-person hybrid instruction. This schedule will be based on the specialist's professional judgement.
- b. 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.
- c. 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 13a-d from above.
- d. In person therapeutic services will be delivered one-on-one and/or in their general education cohort.

15. Substitutes: The District will provide access to substitutes to cover K – 5 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.

16. 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. This leave can be retroactively applied as needed due to lag between the onset of symptoms and test results.
- c. Vaccination status will not impact access to the leave options above in line with CDC's guidance "Interim Public Health Recommendations for Fully Vaccinated People."

17. Moving Classrooms: Elementary staff members who move their classroom will be eligible for up to ten (10) hours of pay at the Professional Rate to compensate them for a portion of their time for packing, unpacking and setting up their new classroom. This pay is consistent with Article 7, Section 4 of the Collective Bargaining Agreement.

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.

Natalie Fowler
Executive Director of Human Resources

Tori Sylvers
Issaquah Education Vice-President

APPENDIX A

ISD In-Person Hybrid Learning with Concurrent Livestreaming for 4th and 5th Grades Staff Schedule

ISD Staff Work Day for Grades 4-5 Concurrent Teaching

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	Whole Group In-Person Reading Writing Math Social Studies and Science Integrated	Whole Group In-Person Reading Writing Math Social Studies and Science Integrated	Whole Group Remote 9:00-10:00 Class Meeting/SEL/ Community Building Mini Lesson: SEL Curriculum	Whole Group In-Person Reading Writing Math Social Studies and Science Integrated	Whole Group In-Person 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	Whole Group In-Person Reading Writing Math Social Studies and Science Integrated	Whole Group In-Person Reading Writing Math Social Studies and Science Integrated	Whole Group Remote 10:15-10:45 Mini Lesson Reading/ Writing/Math 10:45-12:00 Small group instruction with teacher 12:00-12:30 Asynchronous Specialists (30 minute planning)	Whole Group In-Person Reading Writing Math Social Studies and Science Integrated	Whole Group In-Person 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

APPENDIX B

COVID Capacity and Overload for COVID-19: 4-5 Hybrid In-Person Return

In recognition of the 4/5 teaching staff beginning to teach in an in-person hybrid with a concurrent learning 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 (6) 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.

The following overload triggers shall apply to 4/5 Classroom Staff who are teaching in-person hybrid.

# 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:

- Ten (10) Days after the commencement of in-person learning
- If a roster change is necessary to meet the Governor’s proclamation, 10 days after the roster changes are complete, another overload count date will occur.

Suspension/Adjustment of COVID Overload Pay: Shall occur for 4/5 staff if the District is required to move back to full remote, or if the overload counts change each count date.

Remote Overload:

- Ten (10) Days after the commencement of in-person learning
- If a roster change is necessary to meet the Governor’s proclamation, 10 days after the roster changes are complete, another overload count date will occur.