

**MEMORANDUM OF UNDERSTANDING**  
**between the**  
**ISSAQUAH EDUCATION ASSOCIATION**  
**and the**  
**ISSAQUAH SCHOOL DISTRICT**  
**Regarding Echo Glen In-Person Hybrid Learning Model**  
**of the COVID-19 Pandemic**  
**2020-2021 School Year**

4-20-21 TA at 6:22pm

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.

Echo Glen is a state of Washington Juvenile Residential Center (JRC) for youths who are among those furthest from educational justice due to their incarceration, and other factors.

The District and the Association (“the parties”) have 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 providing in person learning opportunities to secondary students is not only a joint interest but a requirement. The parties have endeavored to tailor plans for the return to in-person instruction during the pandemic to the unique circumstances at Echo Glen School, driven from the shared interest in creating and sustaining conditions that reduce the all-too-frequent trauma these youth have experienced and promote their well-being and academic growth.

The parties agree that the following will apply to Echo Glen 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.

The term, “staff member” means ISD certificated non-supervisor employee unless clearly indicated otherwise. It does not include DCYF personnel.

The terms, “Isolation Room,” “health center” and “Health Center” are used synonymously herein unless clearly indicated otherwise.

- 1. In-Person Echo Glen Reopening Safety Timelines:** The District will be providing in person instruction to students at Echo Glen beginning April 23, 2021 in accordance with the Governor’s Proclamation 21-05 and OSPI approval. The parties agree that safety measure mandates, outlined in the March 25, 2021 Washington State Department of Health (DOH) “K-12 Schools 2020-2021 Guidance” will be followed.
  - a. Closure of individual classrooms and/or Echo Glen School due to positive COVID cases will occur as advised by Seattle/King County Public Health. If either party learns that

closure is the purview of one or more other entities, they will inform the other party so that the impact, if any, of this new information can be assessed by the parties. Fully remote instruction will take place for the duration of time of the closure, with in person hybrid instruction resuming once the closure period is fulfilled in alignment with the advisement of Seattle/King County Public Health. Closure of individual classrooms and/or Echo Glen School may also occur due to a lack of sufficient staff.

- b. In accordance with the Governor's Proclamation 21-05 signed March 15, 2021 and reiterated in the March 25, 2021 Washington State Department of Health (DOH) "K-12 Schools 2020-2021 Guidance", if a cohort reports two (2) or more positive COVID cases in a fourteen (14) day period the entire classroom and close contacts 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.
- c. The District and Association commit to regular, ongoing communication about absences, staffing and transmission rates or trends, DCYF and facility updates, 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 and cottages at Echo Glen JRC as a standing LMT agenda item. The parties will make it a priority to discuss and collaboratively find ways to address concerns over school safety and/or COVID health and safety that may be raised by staff members or the Association. The parties are not restricted to scheduled LMT meetings for discussing these topics and reviewing transmission rates and trends.

**2. Class Size and Staffing:** Due to the unique nature of the student population and living circumstances of Echo Glen the District will provide conditions that allow and support staff in maintaining the following:

- a. DCYF has committed to the District that they will provide at least one (1) DCYF staff person in each classroom, and in most cases, two (2) per classroom. The District will notify the Association President no later than one (1) workday of DCYF changing or discontinuing this commitment.
- b. In light of CDC and DOH recommendations to utilize cohorts as a health and safety practices to minimize transmission of COVID-19, the District will make every reasonable effort to avoid assigning students from different cottages to the same class. If, due to a student's required coursework, the District must assign students from different cottages to the same class, no more than two (2) cottages will be "combined" to a single classroom in any given class period. Staff members will not be asked or required to move furniture to accommodate different physical distancing standards among students from different cottages assigned to the same classroom and class period.
- c. Physical distancing between staff and between staff and students will be six (6) feet at a minimum. Physical distancing in classrooms between students from the same cottage will be three (3) feet at a minimum. Physical distancing in classrooms between students from different cottages will be six (6) feet at a minimum. "COVID capacity" of a classroom means at least three (3) feet distance between students living in the same cottage and at least six (6) feet distance between students and adults (that is, ISD certificated staff members and ISD classified staff members and DCYF staff regularly assigned to the classroom).

- d. If King County meets the threshold for the high risk of transmission, there will be six (6) feet at a minimum of physical distancing between all students. The threshold for high risk of transmission is defined as, "COVID -19 case rate of greater than 200 cases per 100,000 population over 14 days or test positivity is greater than 10%."
- e. Two (2) ISD staff will be scheduled in each classroom. It is understood that at any given time during a class period, ISD staff may work in one of the two assigned adjoining classrooms, leaving DCYF staff in the other adjoining classroom. ISD teachers will provide direct instruction. These staff members will not be assigned DCYF staff roles/bargaining unit work, including but not limited to, student escorts, physical de-escalation, safety and security of the classroom and campus.

**3. Safe Facilities Support and Preparation:** The principal, who also serves as the COVID Supervisor, will coordinate with the District and DCYF, and will:

- a. Determine which entrances will be used for staggered entry and exit by students in accordance with physical distancing, and ensure that entry/exit signage is posted prior to the return to in-person.
- b. Prior to a return to in-person, ensure that all entrances and common spaces on the Echo Glen school campus have clearly marked spacing guides that are at least six (6) feet apart for physical distancing.
- c. On or before the employer-provided staff training day (see Section e, below), ensure that DCYF-provided and ISD-provided safety materials and PPE have been delivered to the Echo Glen 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 where to locate these materials and PPE on the Echo Glen campus and explain the system and timeframes for requesting any safety materials or PPE.
- d. Notify all staff who will be sharing a classroom or workspace with one or more other adults with whom they will be sharing the space, and the additional PPE that this shared workspace assignment may require under L&I guidelines and what additional PPE that they may request.
- e. Notify staff that the Health Center at Echo Glen will serve as the Isolation Room for students and staff. Prior to the return to in-person, the COVID Supervisor will explain to staff the protocols for sending a student to the Isolation Room and will provide a document for all staff members which includes these protocols. Because the Echo Glen Health Room is under the purview of DCYF, unlike Isolation Rooms in all other ISD schools under the supervision and management of the District administration, the COVID Supervisor will ensure this topic receives additional review with ISD staff at Echo Glen.
- f. Prior to the first-in person workday for staff, the District will provide and install portable HEPA filters in all classrooms.

**4. Health and Safety**

- a. The District will follow the most recent public health and safety requirements including those established by the Department of Health (DOH) and Labor and Industry (L&I).
- b. The District, in accordance with CDC, DOH and 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. The COVID capacity of each classroom will be provided to each staff member assigned to that classroom.

- c. Additional personnel not regularly assigned to the classroom may enter the classroom to serve students, including but not limited to LRC 1 teachers, therapeutic specialists, paras and DCYF staff. 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 in an instructional day. 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.
- d. Additional DCYF personnel not regularly assigned to the classroom may cause COVID capacity to be exceeded. The COVID Supervisor or the Dean will inquire with DCYF who was called into classrooms for purposes of contact tracing when necessary.
- e. The District will provide each employee disposable masks in sufficient quantity that they can double mask on a daily basis, and two reusable cloth face coverings. A face shield is available upon request.
- f. 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, or other appropriate barrier, etc.) through the COVID Supervisor based on their assignment, which includes sharing a classroom and/or office space.
- g. For classrooms that do not have access to running water, DCYF-approved hand sanitizer or sanitizing wipes will be readily accessible.
- h. The District will provide each staff member with hand sanitizer that staff but not students are allowed to use under DCYF rules, for staff use. If DCYF rules pertaining to allowable hand sanitizer products, the COVID Supervisor will notify staff.
- i. Certificated staff members will not be responsible for cleaning and disinfecting when bodily fluids are involved.
- j. To reduce the number of adults in one space, as a safety measure, staff will be provided the option of attending meetings virtually (i.e. – via Zoom or Teams) rather than in person.
- k. Temperature checks and attestations will be conducted on a daily basis prior to student entry to classrooms. Certificated staff other than the Dean will not be asked or required to conduct temperature checks or attestations.
- l. Cottages will be released from line-up spots in a staggered pattern to ensure physical distancing on walkways and when entering all classrooms.
- m. When class time is finished, teachers will dismiss first one cottage from class, then the next, and so on.
- n. DCYF has provided and the District or DCYF will continue to provide disinfecting wipes in each school classroom and office space. Students will use these wipes to clean their work surfaces before they are used and prior to leaving the classroom.
- o. ISD staff will use these wipes to wipe down their workstations at the start and end of use. Staff members will not be responsible for cleaning and disinfecting other than their workstation and classroom materials. The District will provide staff with disposable gloves for emergent occasions when they wipe down the student work surface because the student(s) leave the classroom without wiping down their work surface.

- p. The Principal and/or Dean will use these wipes on high touch surface areas throughout the day. This is the sole custodial task that the Dean may be asked and will be required to perform. Other certificated staff members will not be asked or required to perform custodial tasks. No staff member will be asked or required to perform bathroom log work or conduct bathroom checks.
- q. Because students at Echo Glen are not allowed to bring into class or leave class with pens, pencils, markers or other writing implements. Prior to the first day of in-person instruction, the COVID Supervisor, in collaboration with her staff, will create a distribution and collection system for each staff member and each classroom to allow for a supply of “clean” and “used” writing implements that does not rely on staff to clean implements between class periods.
- r. ISD staff and students will wear masks at all times in all enclosed and open areas of the Echo Glen school campus, including but not limited to classrooms, the library, main office, and on walkways.
- s. Staff may leave classroom windows and doors open for additional ventilation consistent with DCYF security recommendations that are shared with the teacher.
- t. Classroom sinks (located outside bathrooms) will remain open for handwashing. Students will use the student bathroom in the school office. ISD staff will use staff bathrooms in Room 1 (shared staff lounge), Room 3, Room 6, or the school office. Prior to the first day of in person instruction, the COVID Supervisor will inform staff who to contact for the breaks provided for in the ISD/IEA contract.
- u. 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.
- v. 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.
- w. Staff who display symptoms of COVID-19 while on campus will be sent to the designated isolation room until they can leave the Echo Glen campus.
- x. Students experiencing COVID-like symptoms while on campus will be excused to their cottage/health center for assessment. Students are excused with DCYF permission and are supervised by DCYF staff outside the classroom. ISD certificated staff will not escort students to or from a cottage or the health center.
- y. Areas where an employee or student with suspected or confirmed COVID-19 illness was present will be cordoned off and cleaned and sanitized, following the cleaning guidelines set by the CDC by other than ISD staff.
- z. Staff members will not be required or asked to sanitize or disinfect classrooms or other areas other than cleaning their workstation as noted herein. The parties expect that the school facilities will be disinfected, cleaned and sanitized on a daily basis consistent with DOH and L&I mandates. The COVID Supervisor will work with staff and notify DCYF of concerns.

## 5. Schedule

- a. See Appendix A.
- b. Staff will not provide concurrent live streaming instruction to students who are in the classroom simultaneously with students who are not. For those situations where in-

person instruction cannot be provided, including for a remote teaching assignment, Zoom will be the instructional platform used.

- c. If an entire cottage is in quarantine, asynchronous instruction may be provided, and/or Zoom instruction in conjunction with DCYF support for Zoom.
- d. On Wednesdays staff may choose their worksite.
- e. If special education rules require that staff assume new work or emergency certified substitutes are limited in the work they can perform, the parties will review the impact of the issue and work to resolve the issue.

**6. Systems Preparation:** The COVID Supervisor will coordinate with the District and DCYF, and will do the following:

- a. Prior to the return of in-person, determine and communicate to all staff the system for attestations and screening of students and staff.
- b. Prior to the return of in-person, develop and communicate the plan for student arrival and dismissal procedures including staffing, routes, DCYF or Echo Glen principal-provided student escorts, and physical distancing.
- c. On or prior to the designated on site classroom set up workday, Thursday, April 22, 2021, communicate to staff members the list of students assigned to them who are known to be exempt from wearing a mask due to documented medical condition, 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.
- d. 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.
- e. The District will notify the Association President of any positive cases consistent with our current reporting norms.
- f. The draft Echo Glen COVID-19 Return-to-School Plan will be updated.
- g. The District will provide docking stations, document cameras, projection stations, and other equipment as inventory allows to enable teachers who share a classroom to have equipment for their use with their students.

**7. 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 COVID mitigation Plans specific to Echo Glen. Training will occur during work hours on April 14 (for three (3) hours, and on April 21.

- a. Maintaining physical distance, wearing appropriate PPE, proper PPE disposal, 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 to the Health Center or staff member home when they are ill and/or show signs of illness/COVID.
- b. Site specific training related to security, 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.

**8. Classroom and in-person setup:** The District will provide each staff person two released days--one (1) on April 21, on-site with training, prior to the return to in-person, and one (1) additional

released workday Thursday the 22<sup>nd</sup> for additional classroom preparation. These workdays will be entirely on site. The parties acknowledge that, for reasons outside the parties' control, staff members were not allowed to work in their classrooms on April 14 – 16 and were not allowed onsite at Echo Glen School on April 19-20, and further acknowledge that Echo Glen teachers need time to set up the classrooms assigned to them for in-person learning and to prepare the new schedule that requires teachers to teach two (2) to three (3) different classes in the same classroom with other staff at the same time. In recognition of these unusual circumstances noted in this section, if the principal determines that additional time is needed by one or more teachers, she will submit for approval from the Chief Financial Officer.

**9. 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."

This MOU shall be in effect for the 2020-21 school year and shall sunset on June 17, 2021. 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.

\_\_\_\_\_  
Donna Hood  
Executive Director of High School Education

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Derona Burkholder  
IEA President

## Appendix A

 [proposed schedule](#)