

MEMORANDUM OF UNDERSTANDING
between the
ISSAQUAH EDUCATION ASSOCIATION
and the
ISSAQUAH SCHOOL DISTRICT
Regarding Secondary (Grades 6-12)
Concurrent Live Streaming Learning-Model
of the COVID-19 Pandemic
2020-2021 School Year

2021.4.2 6-12 Concurrent Teaching Final

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 an in-person hybrid model of instruction while creating the ability to pivot between models if needed and as directed by our Superintendent, Governor, and/or our Health Department(s). The District chose concurrent live streaming for their instructional model. 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 benefits of limited concurrent live streaming learning, coupled with the Governor’s Proclamation 21-05 signed March 15, 2021, and agree that continuing to expand in person learning opportunities to secondary 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 parties agree that the following will apply to 6-12 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 “employee”, “staff member” and “certificated staff member” are used synonymously herein unless clearly indicated otherwise.

The terms “concurrent live streaming” and “concurrent teaching” and “concurrent live streaming services” 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.

The term, “in-person” are used, unless clearly indicated otherwise, to refer to the return of students into schools for concurrent live streaming instruction.

1. Concurrent Live Streaming for Secondary (Grades 6-12) Reopening Safety Timelines:

- a. The parties have previously agreed to and announced a return of in-person instruction for 6-12 of Thursday, April 15, 2021. 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.

- 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, 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.
 - d. **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 concurrent live streaming 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 may be assigned these responsibilities on an emergent basis.
 - iii. The Building Administrator will review any impact on existing duties of a bargaining unit employee assigned to one of the responsibilities in Section 1.d.ii and adjust assigned responsibilities as appropriate. This will be evaluated 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.
2. **Facilities Preparation:** At each school building/worksite, the COVID Supervisor and fellow secondary administrators, in coordination with the District, will:
- a. 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.
 - b. Set up designated entrances with handwashing or hand sanitizing stations, and disposable masks prior to a return to in-person.
 - c. Attestation station/s will be set up at least one (1) workday prior to a return to in-person.
 - d. 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.

- e. Mark hallways and stairways to indicate physical distancing prior to the return of in-person.
 - f. Develop protocols to mitigate and limit student and/or staff proximity in multi-person restrooms.
 - g. On or before the employer-provided staff training (see Section 7, 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.
 - h. Notify staff who will be sharing a classroom or workspace with another adult of the additional PPE that they may request. Staff will be ~~se~~ notified at least five (5) workdays prior to the return of in-person.
 - i. Staff members will be assigned to a default prep location that allows for a minimum of six (6) feet of physical distancing from other staff members.
 - j. Staff members that share a classroom and/or office/prep space may bring a portable air cleaner if they choose.
 - k. Staff members other than classroom teachers who meet with individual or small groups of students in person may request a larger space to conduct their in-person student meeting if physical distancing guidelines cannot be followed in their current work space.
 - l. Common areas are outfitted with CO₂ sensors to allow tracking of ventilation per ASHRAE recommendations. If a staff member has an environmental concern, they may choose to take the concern to the COVID supervisor and/or the worksite safety committee to have their concern reviewed and responded to.
 - m. Isolation Rooms for students or staff will be identified, prepared, and ready for use 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.
3. **Systems Preparation:** Each building, with the support and assistance of the District, will:
- a. At least five (5) workdays prior to the return to in-person, develop and communicate updated class rosters, including which students are in cohort A & B, to staff reflecting the concurrent live streaming model developed by the Secondary Scheduling Work Group.
 - b. 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).
 - c. Prior to the return of in-person, determine and communicate a separate entrance for staff to enter the building.
 - d. Prior to the return of in-person, determine and communicate a system for attestations and screening of students and staff. Student attestations and temperature checks will not be done by a certificated staff member other than the Dean of Students, Graduation Specialist. Certificated staff who are teaching a zero (0) period will conduct student attestations and temperature checks between 6:45-6:55am for the students attending

their class. If a student arrives tardy or without a completed attestation to the zero (0) period, they will be marked absent and have to access asynchronously.

- e. Prior to the return of in-person, develop and communicate a plan for student arrival and dismissal procedures including staffing, routes, and physical distancing.
- f. 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.
- g. 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.
- h. The parties will monitor COVID-19 activity levels at the secondary schools 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.
- i. Procedures will be developed with the COVID supervisor and building administration for emergency drills and lockdown procedures that will allow for physical distancing to the extent possible. Staff will be notified about this procedure at or before the staff training (See Section 7, below).
- j. Buildings may hold in-person gatherings including but not limited to events and assemblies for the school and/or activities. When hosting in person events, the school or event/activity coordinator will use their professional judgment if live streaming the event/activity is appropriate and/or or feasible so that it is accessible to all students. Certificated staff will not be required to attend and may access remotely all in-person gatherings excluding graduation rehearsal. For graduation rehearsal, the building administration will seek volunteers. If additional supervision is needed to run the graduation rehearsal, counselors may be assigned.

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 (refer to overload Appendix B).
- c. 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.
- d. The District will provide each employee two reusable cloth face coverings and access to a daily disposable mask at the building check in station. A face shield is available upon request.

- e. 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.
- f. Staff may request and will be provided additional PPE (goggles, non-surgical N95 masks, Plexiglas, 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. This will also apply to staff members who are high risk or have a household member who is documented as high risk. If the district is unable to provide the requested materials, the parties will work together to find a suitable solution.
- g. World Language teachers, teachers working with English Language Learners, and teachers working with students with auditory accommodations may request and will be provided a clear face mask.
- h. Hand sanitizer will be provided in all classrooms (portables included). Students and staff will have access to indoor restrooms and sinks throughout the day.
- i. For instructional spaces that do not have access to running water, hand sanitizer will be readily accessible. A classroom teacher without running water in their instructional space may request coverage in order to use the in-building restroom for handwashing during concurrent teaching.
- j. Portable, health rooms, isolation rooms, and building air exchange rates will be frequently monitored through building safety committees & IEQ.
- k. 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.
- l. 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 at or before the staff training (See Section 7, below).
- m. Procedures will be developed with the COVID supervisor and building administration with regards to cleaning high touch points and materials between classes. Including teacher workspaces shared by multiple staff members. Staff will be notified about this procedure at or before the staff training.
- n. Time will be allotted before the end of each class and between classes for cleaning student desks. Each classroom will be supplied with a spray bottle for disinfecting desks, and one (1) clean rag or disposable towel per student per class. Teachers will spray down desks and students will wipe their desks. Teachers will dismiss each row and students will deposit their rags (dispose of their rag) in exiting the classroom.
- o. To allow for physical distancing in common spaces, students will not have access to lockers. IEP case managers or 504 coordinators will work with building administration to provide accommodations for students as needed.
- p. Snacks and drinks will not be consumed in the classroom with the exception of access to a water bottle. A designated location will be identified for students that require snacks or drink during the day.
- q. Certificated nurses will be trained to conduct student contact tracing by COVID Supervisor or trained administrator. Students will be assigned zones at lunch. The

number of students assigned to a zone will not exceed 30 students. Certificated nurses and COVID supervisors will follow the DOH guidelines for regarding contact tracing and will be trained in specific protocols for lunch to ensure compliance with DOH contact tracing guidelines. This training will be completed prior to the first day of concurrent instruction.

- r. Certificated staff members will not be responsible for cleaning and disinfecting when bodily fluids are involved.
 - s. 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.
 - t. 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 will be assigned these responsibilities on an emergent basis.
 - 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. 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.
 - w. The number of individuals in the isolation room will be limited by physical distancing guidelines.
 - x. 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.
 - y. To reduce the number of adults in buildings, as a safety measure in the interest of reducing transmission of the virus in buildings, unauthorized classroom visitors and volunteers are not allowed while concurrent live streaming instruction is in effect. Maintenance workers may enter a classroom on an emergent basis to address urgent concerns or situations.
5. **Concurrent Live Streaming:** Live streaming is a new concurrent teaching model. In recognition of this, classroom teachers will be shown grace, especially while adapting their teaching to this model and responding to student needs.
- a. Concurrent Live Streaming Learning will follow the schedule in Appendix A.
 - b. Afternoon teacher/student support meetings are designated for remote students to meet with their teacher. In-person students will be dismissed from the building at 2:30.
 - c. Teachers are responsible to assess the needs of students and provide a suitable learning environment to meet their needs, to the best of their ability in the present circumstances and unknown constraints arising from the concurrent live streaming model.
 - d. Posting recordings of in-person lessons is not required.
 - e. Teachers will use their professional judgement to determine what portions of the lessons are relevant to live stream for remote students.
 - f. Attendance for remote students may be modified by the end of the workday. Classroom teachers will need to modify attendance for in-person students who are tardy. Students

who arrive on campus late will go through the attendance office to have their attendance updated.

- g. The first two (2) 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.
 - h. 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 concurrent live streaming model, as well as extra time needed to support diverse student needs.
 - i. 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.
 - j. The district TLS Ed Tech Department will be available in-person to support teachers in the instructional use of education technology in line with section 13f.
6. **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 will ensure teacher access to in-building technology support in a timely manner. The district TLS Ed Tech Department will be available in-person, as appropriate or needed, to support teachers in the instructional use of education technology. It is understood that remote tech support can be effective, and that remote assistance helps reduce the number of adults in buildings and in classrooms.
- 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. Teachers will be given the opportunity to request a second monitor and will be provided one. A second monitor will be installed in a reasonable time period. If there will be a delay due to lack of inventory, an estimated time of installation will be communicated, not to exceed two (2) weeks.
 - iii. A document camera connected to a projector or LCD panel.
 - iv. One (1) ISD external USB webcam inclusive of prior issued webcam; and
 - v. A microphone that integrates with a working audio system and/or attached speakers.
 - b. For rooms in which two teachers co-teach or teach at the same time a dedicated second monitor compatible with a teacher laptop will be made available.
 - c. Teachers will be provided with one or all of 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
 - iii. An additional external mouse

- d. All in person classroom teachers will receive \$200 prorated to their FTE to purchase any additional technology and/or materials to support concurrent live streaming and in person instruction.
 - e. All in-person concurrent live streaming students will have access to a computer or internet-connected device in the classroom to support learning while in-person.
 - f. By the first day of concurrent live streaming instruction, each building will have a school-wide distribution system in place for batteries, chargers, and extra laptops for students who do not bring their equipment to school.
 - g. Classrooms will have a minimum of two (2) District approved recommended surge protectors to support students who need to charge their internet devices.
7. **Staff Training:** Prior to concurrent live streaming beginning, all staff 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.
8. **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. At least two (2) of the above workdays will be entirely on site and all three (3) days will be entirely asynchronous for students. Staff who are high risk or have a household member who is documented as high risk and were denied a remote position may choose their worksite all three (3) days.
 - b. The workdays will be staff directed except for the time spent in required building training which will not exceed three (3) hours.
 - c. Classroom teachers will have the opportunity to attend an optional TLS training on live streaming. The training will not exceed three (3) hours. Teachers may choose to access this training outside the work day and submit for tech compensation.
 - d. Classroom teachers may move desks as needed to support additional distancing of smaller groups of students in their classroom in accordance with their Covid-19 safety training.
 - e. To allow time for teachers' reflective practice and to support teachers in the adoption of a concurrent learning model., teachers may choose from the following for up to seven (7) hours of pay:
 - i. Teachers may choose staff directed Wednesday mornings to seek assistance with instructional technology, seek content specific input regarding concurrent

learning, plan concurrent learning lessons in content teams, or to attend and/or access a training.

- ii. Teacher may choose to attend or take a training during Wednesday afternoon and submit for tech pay compensation.
- iii. Teacher may choose to attend or take a training outside of their workday and submit for tech pay compensation.

9. **Class Size and Staffing:** All class size and staffing conditions below must be met prior to the return to in-person and on an ongoing basis.

- a. The Washington Department of Health, in alignment with the CDC, has defined “physical distancing”, for certain purposes, as “at least three feet or more between students within groups and in classrooms as much as possible. In certain circumstances students must still maintain six feet of distance. Staff should continue to maintain six feet of physical distance from other staff and students in classrooms and otherwise” as outlined in the March 25, 2021 DOH “K-12 Schools 2020-2021 Guidance” and as necessary to meet the Governor’s mandate contained in his March 15, 2021 proclamation regarding in person learning opportunities for students. Adopting the three (3) feet standard for physical distance is optional. The District is committed to physical distancing between students in the classroom as close to six (6) feet or more as possible. If King County meets the threshold for the high risk of transmission, there will be at least six (6) feet or more of physical distancing between 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%”.
- b. The space between students and the teacher workstation(s), and between teaching stations in rooms requiring multiple teaching stations, in a classroom will be six (6) feet or more in order to maintain required physical distancing between students and staff member(s) in the classroom.
- c. The District may expand the opportunity to secondary students to attend four (4) days a week and students will follow their individual schedule no sooner than May 10, 2021 consistent with the provisions herein.
 - i. An expansion may occur if King County rates have remained below the threshold for high risk transmission as defined in Section 9.a., above, for at least 5 consecutive workdays prior to a 4 day return.
 - ii. The district will conduct a family survey to determine if the expansion can occur without violating Health & Safety Guidelines.
 - iii. Staff members must be informed of their in-person roster at least five (5) workdays before the expansion occurs.
- d. Classes where increased exhalation occurs (theatre/drama, choir, and band) should be moved outdoors or to large, well-ventilated spaces whenever possible. A distance of at least six (6) feet will be maintained between and in front of students, instructor(s), and/or accompanist during singing, other breath or output vocalization, and/or playing instruments involving breath. A three-layer surgical style, well-fitting mask is required while singing, shouting or cheering, and will be available.
- e. Performing arts teachers will limit the singing or breathing output part of their instruction to no more than thirty (30) minutes per class session. Other requirements in the DOH “general performing arts recommendations” (DOH, March 25, 2021) and/or

the “Theater & Performing Arts and Events COVID-19 Requirements” (DOH Updated March 23, 2021) that apply to the circumstances will be followed.

- i. For activities involving increased breathing, the recommended air exchange rates (ACH) between groups in the Washington DOH K-12 Schools 2020-2021 Guidance from March 25, 2021 will be followed.
 - ii. The District will provide instrument covers as outlined in the Washington DOH K-12 Schools 2020-2021 Guidance from March-25, 2021.
- f. PE teachers will conduct class outdoors whenever possible. PE teachers will use their professional judgment to determine what portions of the lesson are relevant and feasible to live stream for remote students. PE students will wear masks throughout their PE class and maintain a minimum of six (6) feet of physical distancing. Classes involving dance and movement will follow any additional requirements in the DOH “general performing arts recommendations” (DOH, March 25, 2021) and/or the “Theater & Performing Arts and Events COVID-19 Requirements” (DOH Updated March 23, 2021) that apply to the circumstances. Depending on the size of the class rosters, weight training classes may be moved outdoors and may rely on body weight exercises and may choose limited equipment that is easy to transport. PE teachers will work collaboratively with their building administrators to identify appropriate and transportable equipment. The equipment will be cleaned with district-approved cleaners between student users. Locker rooms will be available for handwashing and bathroom use only. Student backpacks may be stored in the locker room during class.
- g. COVID capacity in a classroom will be adhered to and varies depending on the layout of the classroom and the building model. Science laboratory spaces and other spaces used for specialized instruction will be prioritized for instructional purposes and not student seating. A minimum of one (1) station per course taught in an assigned instructional space will be reserved in this manner. These designated areas will not be used in the calculation of COVID capacity for these instructional spaces.
- h. If a classroom roster includes more students than the COVID capacity of the classroom allows, a building administrator and COVID Supervisor will work collaboratively with the teacher to determine a larger space in the building to accommodate the larger class roster. Such alternate spaces will have fully functioning Teacher Presentation Stations consistent with Section 6, above.
- i. All staff members will be required to livestream their classes combining in-person students and those attending from home.
- j. Students who are experiencing homelessness (McKinney-Vento) who have chosen in-person learning will be given the option to attend class four (4) days per week and will follow their individual schedule.
- k. Students served in LRC 1 classes may have the opportunity to attend four (4) days a week and will follow their individual schedule, consistent with the language in Section 9a, above. The district will announce the date of when this opportunity will be available.
- l. COVID overload pay will apply if the in-person roster physical distancing is greater than or equal to the COVID Overload triggers found in Appendix B.
- m. If the total number of students on a class roster (including both in-person students and remote students) meets or exceeds the triggers stated in Article 4, Section 7 of the Collective Bargaining Agreement, the classroom teacher will receive overload pay.

10. 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.

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.

11. Expectations and Other Working Conditions:

- a. Teachers will use best practices to teach and engage both in person and remote students. Students attending from home will be provided access to the lesson through live streaming. This will occur M, T, Th and F (see Appendix A for bell schedules).
- b. On Wednesdays staff may choose their worksite unless assigned as a cohort supervisor for designated intervention group.

- c. In an effort to increase the capacity of staff members to support, TOSA(s) and PLCs will use remote assistance to support Staff. This will also help reduce the number of adults in the buildings.
- d. The Building Administrator will review any impact on any existing duties of a bargaining unit employee assigned duties beyond their typically assigned job responsibilities 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.
- e. Staff will have access to a location inside the building that allows for physical distancing of six (6) feet or more to eat lunch.
- f. On days when state testing is being administered, a schedule will be developed that follows all health and safety requirements, and guidelines. This will include time for instruction, cleaning and sanitizing of student materials and desks.

12. **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 with the following considerations:

- Formal observations and evaluations will occur at a mutually agreed upon time
- Administrators will perform their observations via live-streaming, unless in-person is requested by the staff member

Under no circumstances shall a formal observation cause a classroom to exceed its COVID capacity.

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], 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.

13. **Special Groups of staff members:** Any staff members who have students who transitioned previously to in-person will follow the expectations below:

- a. ELL teachers will be available to administer scheduled in person assessments and mandated testing both to individuals and small groups.
- b. Counselors, Graduation Specialists, Librarians, PBSES Coaches and Deans will work in person Monday, Tuesday, Thursday, and Friday. They may choose their worksite on Wednesdays unless they are a cohort supervisor.
- c. Certificated nurses will work in-person Monday, Tuesday, Thursday, and Friday. Certificated nurses may choose their worksite on Wednesdays unless they are required to be on site due to student medical needs. State rules pertaining to certificated nurse RNs' responsibility to train, delegate tasks, and oversee other staff members will be followed.

- d. Certificated staff will be offered an interactive interview with Human Resources and may qualify for an alternative assignment through the interactive process.
- e. Professional Learning Coaches (PLCs) will work in-person on Monday, Tuesday, Thursday, and Friday in duties consistent with their job description. They may choose their worksite on Wednesdays.
- f. TOSAs assigned to, or to support, a secondary school or secondary program will work in-person at a district site on Monday, Tuesday, Thursday, and Friday in duties consistent with their job description. They may choose their worksite on Wednesdays.
- g. Cubicles will afford six (6) feet of distance between staff members, and have four (4) walls (one (1) with an opening for an entryway) that are high enough to block the breathing zone of persons walking by. Their work activity will not require another person to enter the cubicle unless it allows for physical distancing.
- h. TOSAs and PLCs will receive an interactive interview if requesting a remote position before being asked to return in-person.

14. LRC I Teachers: All LRC I teachers will work on site unless granted a remote position.

- a. LRC 1 teachers will follow their current classroom teaching schedule where teachers are teaching in the general education settings and/or special education settings to provide specially designed instruction. LRC 1 teachers will maintain their current planning periods as outlined in their current teaching schedule.
- b. LRC 1 staff will choose their worksite on Wednesdays.
- c. LRC 1 staff will not be required to complete prior written notices about family choice of remote or in-person services.
- d. All IEP meetings will be held remotely.

15. Therapeutic Specialists: OTs, PTs and SLPs will deliver services to students on their caseload.

- a. Therapeutic specialists with middle or high school students will be given one (1) release day to setup a schedule for providing services. This schedule will be based on the specialist's professional judgement.
- b. In-person therapeutic services will be delivered one-on-one or in a group of no more than three (3) students when using a therapy space separate from a general education classroom. Therapeutic specialists may also deliver services in the general education setting or via livestreaming.
- c. Therapeutic specialists will be provided a space to work with students that allows for six (6) feet or more of physical distancing between adult and student and as close to six (6) feet of physical distancing as possible, between students.
- d. A KN95 mask or clear face mask will be provided for therapeutic specialists if requested.

16. Substitutes: The District will provide access to substitutes to cover staff absences for in person staff.

- a. Substitutes will be trained in District COVID mitigation protocols in the above paragraphs prior to performing in-person services.
- b. In person staff may take leave in half-day increments as currently allowed in Article 9 of the CBA.
- c. In person teacher absences:

- i. If an in person classroom teacher is absent, the classroom teacher is responsible for providing lesson plans for the substitute teacher.
 - ii. For in person classroom teacher absences, building administrators will first seek in-person volunteers to agree to work during their prep periods. Staff members will be compensated for class coverage consistent with the CBA. If ISD teachers are unable to cover on their prep period, the District will assign a trained sub to cover the absence.
- d. If a teacher is on a district approved leave of absence during concurrent live streaming learning:
 - i. Teachers will not be responsible for providing daily lesson plans during a leave of absence. Special Services staff (LRC 1, LRC 2, and therapeutic specialists) on district leave will not be responsible for lesson plans, therapy notes, or progress reports. They will not be responsible for writing, conducting or attending any IEP meetings.
 - ii. If a teacher is taking a leave of absence, building administrators will offer to pay ISD teachers on their prep periods to cover for the remainder of the year. If ISD teachers are not able to cover on their prep period and/or the coverage is not sufficient to cover all class periods necessary, the District will assign trained subs.
- e. If a classroom teacher has a District approved remote work assignment, a certificated staff member will need to be present to supervise the in-person students who are on campus while accessing their teacher remotely.
 - i. Building administrators will assign secondary school librarians to supervise up to thirty-five (35) middle school students or forty (40) high school students in the library per period for up to five (5) periods a day while students access the teacher virtually on library computers or laptops. Ten (10) additional students can be added for each additional adult providing supervision. The total number of students accessing their teacher virtually in the library space at one time should still allow for periodic student and/or staff visitation and access to library materials. Physical distancing and all other safety protocols will apply.
 - ii. After librarians, the building administrators will assign Deans, Grad Specialists and PBSES coaches to supervise students up to three (3) class periods at middle school and four (4) class periods at high school while students access the teacher virtually on their laptops. If the assigned staff member has concerns about the amount of work required to fulfill this responsibility, the building administrator will work with that staff member to find additional help for supervision.
 - iii. After librarians, Deans, Grad Specialists and PBSES coaches are assigned as noted in Section e above, administrators will seek volunteers to agree to work during their prep periods to supervise students while they access their teacher virtually on their laptops. Staff members will be compensated for class coverage consistent with the CBA.
 - iv. After all of the options above are exhausted, administrators will seek a long term substitute teacher to supervise students while they access their teacher virtually on their laptops.

17. 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. Staff members who are showing symptoms consistent with COVID-19 symptoms will qualify for one time access for up to two (2) workdays of Emergency Health Leave in order to encourage staff members to take proper precautions to prevent the spread of COVID-19.
- d. 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."

18. Moving Locations: Secondary staff members who move their classroom will be eligible for up to seven (7) 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 consistent with Article 7, Section 4 of the Collective Bargaining Agreement. Secondary staff members who are assigned to a new office location or must move materials required to fulfill their job responsibilities will be eligible for up to three (3) hour of pay at the Professional Rate.

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
IEA Lead Bargainer

APPENDIX A

Issaquah High and Skyline High School Schedule

Group A 50% of alpha	Group A 50% of alpha		Group B 50% of alpha	Group B 50% of alpha
Monday	Tuesday	Wednesday	Thursday	Friday
Student Login/ Attestation 7:30 – 7:45 Period 1:	Student Login/ Attestation 7:30 – 7:45 Period 1:	Building/Staff Prof Dev OR Dept. Meeting: 8:00 – 9:30	Student Login/ Attestation 7:30 – 7:45 Period 1:	Student Login/ Attestation 7:30 – 7:45 Period 1:
7:45 – 8:30 Period 2:	7:45 – 8:30 Period 2:	Break:	7:45 – 8:30 Period 2:	7:45 – 8:30 Period 2:
8:40 – 9:25 Period 3:	8:40 – 9:25 Period 3:	9:30 – 9:45 SEL Lesson	8:40 – 9:25 Period 3:	8:40 – 9:25 Period 3:
9:35 – 10:20 Period 4:	9:35 – 10:20 Period 4:	9:45 – 10:15	9:35 – 10:20 Period 4:	9:35 – 10:20 Period 4:
A: Lunch 10:20 – 10:50 Class 11:00 – 11:45	A: Lunch 10:20 – 10:50 Class 11:00 – 11:45	Teacher/Student Support Meetings: 10:15 – 12:20 Lunch: 12:20 – 1:00	A: Lunch 10:20 – 10:50 Class 11:00 – 11:45	A: Lunch 10:20 – 10:50 Class 11:00 – 11:45
B: Class 10:30 – 11:15 Lunch 11:15 – 11:45	B: Class 10:30 – 11:15 Lunch 11:15 – 11:45		B: Class 10:30 – 11:15 Lunch 11:15 – 11:45	B: Class 10:30 – 11:15 Lunch 11:15 – 11:45
Period 5: 11:55 – 12:40	Period 5: 11:55 – 12:40	Teacher Prep/Collaboration 1:00 – 4:00	Period 5: 11:55 – 12:40	Period 5: 11:55 – 12:40
Period 6: 12:50 – 1:35	Period 6: 12:50 – 1:35		Period 6: 12:50 – 1:35	Period 6: 12:50 – 1:35
Period 7: 1:45 – 2:30	Period 7: 1:45 – 2:30		Period 7: 1:45 – 2:30	Period 7: 1:45 – 2:30
Teach/Stud Support Mtg: 2:30 – 3:00	Teach/Stud Support Mtg: 2:30 – 3:00	Student Independent Work Time: 1:00 – 3:00	Teach/Stud Support Mtg: 2:30 – 3:00	Teacher Work Drop Time: 2:30 – 3:00

Liberty High School Schedule

Group A		Group A			Group B		Group B		
50% of Alpha		50% of Alpha			50% of Alpha		50% of Alpha		
Monday		Tuesday		Wednesday	Thursday		Friday		
Student Login/Attestation 7:30 – 7:45		Student Login/Attestation 7:30 – 7:45		Building/Staff Prof Dev OR Dept. Meeting 8:00 – 9:30 am	Student Login/Attestation 7:30 – 7:45		Student Login/Attestation 7:30 – 7:45		
Period 1: 7:45 – 9:11		Period 5: 7:45 – 9:11			Period 1: 7:45 – 9:11		Period 5: 7:45 – 9:11		
Period 2: 9:21 – 10:47		Period 6: 9:21 – 10:47		9:45 – 10:15 SEL Lesson (Attendance to be taken) Teacher/Student Support Meetings: 10:00 – 12:20	Period 2: 9:21 – 10:47		Period 6: 9:21 – 10:47		
First Lunch: 10:47 – 11:17	Period 3 A: 11:27 – 12:53	First Lunch: 10:47 – 11:17	Period 7 A: 11:27 – 12:53		First Lunch: 10:47 – 11:17	Period 3 A: 11:27 – 12:53	First Lunch: 10:47 – 11:17	Period 7 A: 11:27 – 12:53	
Period 3 B: 10:57-12:23	Second Lunch: 12:23-12:53	Period 7 B: 10:57-12:23	Second Lunch: 12:23-12:53		Teacher Prep/Collaboration: 1:00 – 4:00	Period 3 B: 10:57-12:23	Second Lunch: 12:23-12:53	Period 7 B: 10:57-12:23	Second Lunch: 12:23-12:53
Period 4: 1:03 – 2:30		Period 8: 1:03 – 2:30			Student Independent Work Time: 1:00 – 3:00	Period 4: 1:03 – 2:30		Period 8: 1:03 – 2:30	
Teacher/Student Support Meeting 2:30-3:00		Teacher/Student Support Meeting 2:30-3:00		Teacher/Student Support Meeting 2:30-3:00		Teacher Work Drop Time: 2:30 – 3:00			

Gibson Ek High School Schedule

Group A 9 th /10 th grade	Group A 9 th /10 th grade		Group B 11 th /12 th grade	Group B 11 th /12 th grade
Monday	Tuesday	Wednesday	Thursday	Friday
Student Login/Attestation/ Check-in 8:50 – 9:00	Student Login/Attestation/ Check-in 8:50 – 9:00	Student Login 8:50 – 9:00	Student Login/Attestation/ Check-in 8:50 – 9:00	Student Login/Attestation/ Check-in 8:50 – 9:00
Advisory 9:00 – 9:40	Advisory 9:00 – 9:40	Advisory 9:00 – 9:40	Advisory 9:00 – 9:40	Advisory 9:00 – 9:40
Independent Project Work and Project Management Support 9:40 – 11:40	Advisory, Project work, Content time 9:40am-11:50am	Advisor Office Hours, Student Support Meetings, Independent Project Work and Project Management Support 9:40 – 11:15	Advisory, Project work, Content time 9:40am-11:50am	Independent Project Work and Project Management Support 9:40 – 11:40
Grade Level Teams 11:45 – 12:25		Lunch 11:15 – 12:00		Grade Level Teams 11:45 – 12:25
Lunch 12:25 – 1:05	Lunch 11:50am-12:25pm	Design Lab Studio Asynchronous 12:00 – 1:00	Lunch 11:50am-12:25pm	Lunch 12:25 – 1:05
Content Time 1:05 – 2:00	Students: Remote internships, mentor meetings, advisor/student meetings	Teacher Prep/Collaboration 1:00 – 3:30	Students: Remote internships, mentor meetings, advisor/student meetings	Content Time 1:05 – 2:00
Design Labs 2:05 – 3:25				Design Labs 2:05 – 3:25
Advisory 3:30 – 3:50	Advisors: Planning, mentor meetings, internship management, advisor/student meetings		Advisors: Planning, mentor meetings, internship management, advisor/student meetings	Advisory 3:30 – 3:50

Middle School Bell Schedules

	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
	Group A 50% of alpha	Group A 50% of alpha		Group B 50% of alpha	Group B 50% of alpha
	Student Log in Attestation Check-in 7:40-7:55	Student Log in Attestation Check-in 7:40-7:55	Building Staff PD or Dept. Meetings	Student Log in Attestation Check-in 7:40-7:55	Student Log in Attestation Check-in 7:40-7:55
PERIOD 1	8:00-8:55	8:00-8:55	8:00-9:30	8:00-8:55	8:00-8:55
PERIOD 2	9:00-9:55	9:00-9:55	Break 10 Minutes	9:00-9:55	9:00-9:55
PERIOD 3	10:00-10:55	10:00-10:55	Advisory / SEL 9:40-10:25	10:00-10:55	10:00-10:55
LUNCH #1	10:55-11:25	10:55-11:25	Teacher/Student Support Meetings	10:55-11:25	10:55-11:25
PERIOD 4	11:30-12:25	11:30-12:25	10:30-12:00	11:30-12:25	11:30-12:25
PERIOD 4	11:00-11:55	11:30-12:25	Lunch 12:00-12:40	11:30-12:25	11:30-12:25
LUNCH #2	11:55-12:25	11:55-12:25	Teacher Prep / Collaboration	11:55-12:25	11:55-12:25
PERIOD 5	12:30-1:25	12:30-1:25	1:00-4:00	12:30-1:25	12:30-1:25
PERIOD 6	1:30-2:25	1:30-2:25	Student Independent Work	1:30-2:25	1:30-2:25
Teacher/Student Support Meetings	2:30-3:00	2:30-3:00	Time 12:40-2:10	2:30-3:00	2:30-3:00

APPENDIX B

COVID Capacity and Overload for COVID-19: 6-12 In-Person Return

The following overload triggers shall apply and be limited to one course per teacher determined by the single highest class size for any 6-12 staff member whose maximum class size meets the trigger below:

COVID Overload for the Transition to Four Days per Week for Students

Number of Students over 24	Payment Amount
1-2	\$100/week
3+	\$150/week

To be paid in a lump sum in the July pay warrant.

COVID Overload Four Days per Week Trigger Date:

- Ten (10) calendar Days after the expansion to 4 days per week learning

Suspension/Adjustment of COVID Overload Pay: Shall occur for 6-12 staff if the District is required to move back to full remote.