

Memorandum of Agreement

Between the

Monroe School District

and the

Monroe Education Association

Hybrid In-person Instructional Model

Appendix A: K-5 Working Conditions in a Hybrid Instructional Model

Appendix B: Ongoing Health and Safety Concerns of Employees Currently Working On-site

The following proposals, and ultimately this MoA, will apply to in-person hybrid learning, unless remote learning is specifically noted. Our September 9, 2020 Remote Learning MoA remains in full effect for all employees who are working under remote learning model.

Student and Staff Health & Safety Protocols

Covid-19 Requirements

- The COVID-19 Federal, State, and County guidance and requirements referred to in this MOA are as of December 16, 2020. Should this guidance or requirements change during the term of this agreement, the parties will follow the updated requirements and bargain any impacts associated with the new requirements. New guidance will be discussed prior to implementation, and any impacts will be negotiated. Should the recommendation be to return all students to school full time, the parties will discuss and negotiate impacts on this agreement.

Metrics

- The District may consider bringing additional grade level(s) back to a hybrid in-person model in compliance with the Washington State Department of Health guidelines in the Tools to Prepare for Provision on In-Person Learning among K-12 Students at Public and Private Schools during the COVID-19 Pandemic in accordance with the most recent version available and in compliance with recommendations from the Snohomish Health District.
- The District shall enter an agreement with Pharm A Save and/or another local vendor and shall make vaccinations available to all certificated staff who want them according to the criteria established in the vaccination schedule in addition to the OSPI COVID-19 Vaccination Plan. Those already in-person shall be prioritized.
- The District shall wait a period of no less than two (2) weeks before introducing another group of students to hybrid learning. During this waiting period the District and Association shall monitor health and safety protocol adherence as well as any potential outbreaks.

Safety Committee

- By definition of WAC 296-800-130 and 13020, a safety committee, is an organizational structure where members are selected to represent a larger group of employees to communicate and evaluate the safety and health issues in the workplace. Eleven (11) or more employees on the same shift at the same location are required to have an active safety committee. This gives everyone a voice but keeps the meeting size to an effective number of participants. Each building safety committee must include the following to help maintain a safe and healthy workplace for all employees.

1. Employee-elected and employer-selected members (*Employees selected by the employees bargaining representative or union qualify as employee elected*).

- a. The number of employee-elected members must equal or exceed the number of employer-selected members.
- b. The term of employee-elected members must be a maximum of one year. (There is no limit to the number of terms a representative can serve.)
- c. If there is an employee-elected member vacancy, a new member must be elected prior to the next scheduled meeting.
- d. Has an elected chairperson.
- e. Determines how often, when, and where, the safety committee will meet.

2. The safety committee will cover the following topics:

- a. Review safety and health inspection reports to help correct safety hazards.
- b. Evaluate the accident investigations conducted since the last meeting to determine if the cause(s) of the unsafe situation was identified and corrected.
- c. Evaluate your workplace accident and illness prevention program and discuss recommendations for improvement, if needed.
- d. Document attendance.
- e. Write down subjects discussed.

3. Meeting Records:

- a. Meetings shall be recorded.
- b. Minutes shall be prepared from each safety committee meeting that takes place.
- c. Minutes shall be preserved for one year.
- d. Minutes shall be made available for review by safety and health consultation personnel of the department of labor and industries.

4. Meeting time and length:

- a. Meetings should be one hour or less, unless extended by a majority vote of the committee.
- b. If the committee cannot agree on the frequency of meetings, the department of labor and industries regional safety consultation representative shall be consulted for recommendations.

5. MEA Building Health and Safety Reps: The COVID-19 Supervisor will work with the building MEA Health and Safety reps, as part of the Building Safety Committee, to ensure adherence to all health and safety protocols and requirements (Appendix C, federal, state and county) within the buildings. This team will work together to increase knowledge of what Labor and

Industries health and safety guidance mandates in each building. Representation on the building safety committee is determined and regulated by WAC 296-800-13020. Representation on the safety committee is employee elected.

Two MEA members per school will serve on this team and be compensated with a yearly stipend of \$750 each. Selection of the two (2) MEA team members may be facilitated by the building coordinators. In compliance with building safety committee regulations and requirements all items needing further investigation and/or resources will be forwarded to the District Safety and Risk Director for review or resolution. The Safety and Risk Director will work with the building principal to resolve the issue and outcome of the process will be disseminated to the building safety committee for their next meeting. MEA building team members will report items needing further investigation and/or resources to the MEA President.

Health and Safety Training

- District wide health and safety protocols will be designed to comply with guidance of all applicable to L&I, OSPI, DOH and Snohomish County Health agencies. Strict compliance with all relevant District safety and health rules will be an essential function of each employee's job.
- For future in-person implementations of hybrid student on-site learning, at least two (2) weeks prior to first in-person hybrid student day, all employees will be provided with training regarding the District and school safety protocols and procedures that are adhered to District-wide and that are specific to their building.
- MEA members will receive per diem compensation for the duration of the Health and Safety training. Training will be designed by the District and mutually agreed upon with the Association prior to training taking place, this training will be District directed.
- Training will include all health and safety topics covered in this agreement.

Training Requirements

In alignment with WAC 296-800-16025 employees shall be trained on how to use Personal Protective Equipment (PPE) and hazards of the COVID-19 virus in order to minimize the hazards in the following areas at minimum:

1. Employees job classifications shall be classified as very high, high, or medium exposure risk. The District shall perform the necessary hazard assessments required to determine employee's level of risk in their worksite. The District will prepare written certification for those employees exposed to hazards or job tasks classified as very high, high, or medium exposure risk levels and train employees across all risk levels.
2. The District shall provide training on the hazards and characteristics of the COVID-19 virus to all employees working at the place of employment regardless of employee risk classification.
3. The training program shall enable each employee to recognize the hazards of the virus and signs and symptoms of COVID-19 virus and shall train each employee in the procedures to be followed in order to minimize these hazards in all risk categories.
4. Additionally, the training required shall include:
 - a) The mandatory and non-mandatory recommendations in CDC guidelines relevant to PreK-12 schools will be considered in the training. State of Washington guidance documents the employer is complying with will be notated in the training documents.
 - b) The characteristics and methods of transmission of COVID-19;
 - c) The signs and symptoms of the COVID-19;

- d) Risk factors of severe COVID-19 illness with underlying health conditions;
 - e) Awareness of the ability of pre-symptomatic and asymptomatic COVID-19 persons to transmit the virus;
 - f) Safe and healthy work practices, including but not limited to, physical distancing, disinfection procedures, disinfecting frequency, ventilation, noncontact methods of greeting, etc.
 - g) **PPE:** Prior to any training the District will communicate the PPE selection decision to each at-risk employee. The District must provide training to each employee who is required to use PPE on the job.
 - i. When PPE is required;
 - ii. What PPE is required for each job classification;
 - iii. How to properly don, doff, adjust, and wear required PPE;
 - iv. The limitations of PPE;
 - v. The proper care, maintenance, useful life, and disposal of PPE; and
 - vi. Heat-related illness prevention that may be caused by PPE protections including the signs and symptoms of heat-related illness;
 - h) School specific protocols will be documented in the site-specific COVID Building Safety Plan which will be provided to each employee working at a school site. As part of the District training, site administrators will train each employee working at the school site on the site-specific COVID-19 Building Safety Plan (in addition to training articulated above) that will include:
 - i. How social distancing is maintained while moving students in or out of the classroom;
 - ii. How to maintain an effective cohort;
 - iii. Student attestation plan;
 - iv. Student return from isolation tracking and communication;
 - v. Process for sharing concern;
 - vi. What to do if the employee takes ill during the student day;
 - vii. What to do if a student refuses to follow safety requirements;
 - viii. How information will be shared if guidance changes, etc.
 - ix. The anti-discrimination provisions in WAC 296-360-150; and
 - x. The employer's [Infectious Disease Preparedness and Response Plan](#).
5. **Written record of training:** This record shall include the name of employees trained, the date of the training, and the name of the person who conducted the training.
6. For virtual-based training, the District shall record the name of the person or entity that prepared the training materials. The District shall also record the date of the training on which employees have taken the training with a signature. If the training has taken place previously to this agreement, the District shall record when the District deemed the training appropriate to fulfill the requirements herein.
7. Training documentation shall be retained by the District or site administrator so records may be obtained if/when requested by L&I as required by record retention laws.
8. When the District has reason to believe that any affected employee who has already been trained does not have the understanding and skill required by WAC 296-800-16010, the employer shall require the employee to attend retraining. All employees will be paid for retraining.

Face coverings and other PPE

- The District will provide face coverings to all students and staff. Staff will be provided with masks for the medium transmission risk (i.e KN95, procedure, or dust face masks). Additional PPE such as face shields or Badger Shields, and gowns will be provided for those in high-risk environments (see below).
- All employees, students and building visitors (if any) shall properly wear a mask that covers, the chin, mouth, and nose, while at any District facility or in any District vehicles or attending any District event. The only exceptions are for those staff members who can document in writing, submitted to District Administration, any of the conditions below:
 - Those with a disability that would prevent them from wearing or removing a mask.
 - Those with diagnosed respiratory conditions that would prevent wearing a mask, or trouble breathing.
 - Those who are deaf or hard of hearing and use facial and mouth movements as part of communication.
 - Those advised by a medical, legal, or behavioral health professional that wearing a mask would pose a risk to that person.
- Employees engaged in sustained close contact with students who cannot wear a mask for the reasons described above shall be provided all appropriate personal protective equipment (PPE), including but not limited to high-risk masks (industrial use N95, or face shield plus an FDA-approved KN95 mask, surgical mask, dust mask, or procedural mask), eye protection/face shields, gloves and clothing, as described by the L&I and the DOH. If the employee feels they are not being provided adequate PPE they will notify first their building COVID-19 Supervisor, if not resolved at the building level appeals will proceed to the Superintendent or designee. While the situation is being resolved, the employee shall be assigned to an alternative worksite. Nothing precludes the employee from reporting health and safety violations to L&I.
- The District shall create a process by which students not wearing masks (except those students in categories outlined above) will be promptly identified, removed to a designated safe location separate from any potential interaction with students and staff, and required to wear a mask before returning to an in-person learning environment. Administration will be responsible for supervision and any student discipline regarding face masks. If a student refuses to wear a mask they will be sent to the office and not allowed back into the classroom until wearing a mask and a parent/guardian will be notified. Schools should treat office referrals of this sort like any referral to the office for health-related purposes.
- All PPE including face coverings will be replaced and cleaned (if applicable) in accordance with manufacturers' and/or CDC guidance with training provided.
- Certificated staff will have a two-week supply of necessary PPE located in their classroom or workspace in the event additional PPE is needed, if requested.

Daily Health Screenings

- Each building will have a written plan for screening students, staff and any visitors that is posted in the entry of the building and posted on their website. This plan shall include directions for both the start of the school day and the screening procedures for those who arrive at other times throughout the day.

- Students and Visitors: Prior to entering any school facility or vehicle, all students and visitors will be screened for COVID-19 symptoms and will have their temperature checked by District personnel. The District is opting to use the Home Health Screen Method. Any student or visitor without a completed attestation or questionable attestation will be screened on site, including a temperature check. Health screening forms must be provided in the home language of students' families/guardians.
- Staff are required to use the Skyward attestation process unless they are unable to due to connectivity issues. Those who are unable to attest via Skyward should notify their COVID-19 Supervisor about their attestation plans. No employee will enter any school facility or vehicle if they display any COVID-19 symptoms.
- A daily log of people entering the buildings shall be maintained by the District throughout the existence of this MOA.
- MEA nurses will maintain oversight of the health screen process at each school. Classroom teachers will not be assigned morning/arrival screening duty.
- There will be a separate designated area for anyone not wearing an approved face covering to wait, be screened and given a face covering. Those who have a written attestation to preclude them from wearing a mask as identified above shall be screened by staff and escorted to their worksite when appropriate.
- Students who arrive at school without a completed attestation will not enter the classroom and will wait in a designated isolation area until an attestation can be obtained from a parent or guardian or screened for symptoms, including a temperature check, by the COVID-19 Supervisor, health room personnel or Nurse.
- Parents will be contacted in the event a student is sent to school without a completed attestation. Certificated staff will not be responsible for this communication.

Physical distancing

- Capacity for students and staff in any facility and/or classroom shall be limited by physical distancing requirements, of at least six feet between all students and staff. It is understood that this may limit the number of students in a classroom or facility at any given time and may require alternative scheduling.
- Prior to the first student contact day, the District will determine the number of students that may be in a classroom or other facility while observing appropriate physical distancing. Updated room occupancy limits due to COVID-19 shall be clearly posted outside and inside each room.
 - No later than two (2) weeks prior to the first student contact day the District will notify each elementary classroom teacher the number of student work stations that will safely fit within the classroom following health and safety guidelines. In the event the employee does not agree with this determination, the employee shall notify the Building COVID-19 Supervisor within one (1) week of notification. Appeals will be heard by the Executive Director of Support Services. The employee retains the right to union representation during this process. The appeal will be heard, and a determination made prior to the first student contact day. At the conclusion of the appeal, the Executive Director's decision will be final. When an employee's appeal is denied, the Executive Director shall inform the Association of their decision and rationale in writing.

HVAC

- The District will ensure that all HVAC systems are certificated to provide adequate air circulation and filtration to provide for the greatest exchange of air in order to reduce the spread of COVID-19 between spaces. HVAC systems shall be set to introduce the maximum possible outside air flow at all times while still maintaining building temperatures. MERV filters will be installed and shall be replaced prior to the end of their expected life.
- An employee will be provided a portable air exchanging device (portable HEPA filtration unit) or an alternate work location, if one of the following is not in place:
 - If a room or office space lacks an exterior door or window and the HVAC system is unable to localize fresh air to those spaces, or
 - If a MERV-13 filter is not installed in a classroom or workspace, or
 - If there are not five (5) or more air exchanges per hour.
- All buildings will set their HVAC systems to run for at least two (2) hours after staff Leaves for the day.
- The District shall provide up to date information regarding the HVAC systems to the Association, as described above.

Limiting individuals an employee and student come into contact with (cohorts)

- Schedules will be intentionally designed to limit the number of individuals a student and employee encounter.
- Learning specialists and ESAs will be consulted regarding their schedules and how to limit the number of students they encounter each week.
- In order to restrict exposure of students and educators outside their assigned cohort, substitutes will be required to don a high-risk level of PPE, as defined by L&I, prior to working with students onsite.
- Under no circumstance, shall elementary students be divided up and placed in another classroom/cohort due to a lack of substitute.
- Certificated staff will be provided high level PPE if they volunteer to cover a classroom when there is no substitute available. The District will make every effort to cover classrooms with substitutes.
- Certificated staff who volunteer to cover a class, for a full or partial day, shall be paid at their per diem rate for a minimum of one hour.

Handwashing

- The District shall provide facilities and supplies for staff and student hand washing with soap and warm/hot water as required by Department of Health guidelines.
- No employee shall be required to visually supervise students of the opposite gender from the employee's identified gender in bathrooms or locker rooms while handwashing.
- Non-gendered handwashing stations and hand sanitizer dispensers will be provided outside of bathrooms and facilities and classrooms, especially near entries, exits and intersections. Hand sanitizer shall be provided for the interior of each classroom.
- Portable classrooms, if occupied with students, shall be provided with portable hand washing stations, unless the portable is located within 25 yards of a restroom/handwashing station.

Cleaning protocols

- The District shall provide custodial support to disinfect surfaces used by students in between different cohorts, and cleaning for high-touch surfaces. High touch cleaning and thorough disinfection will take place with all classrooms transitioning between Cohort A and Cohort B. The focus on high touch cleaning: door handles and knobs, microwave, refrigerator and kitchen appliance handles, light switches, coffee machines, hand railings, copier, printer, and fax control buttons, elevator buttons, cabinet and file drawer handles, vending machines, breakroom, restaurant and café tables and chairs, chair arms, equipment controls, desks, kitchens and lunchrooms, counter tops, nurses' offices, front desk and lobby surfaces, and childcare and preschool centers.
- A door hanger will be provided to all classrooms to indicate when a room needs to be cleaned and when cleaning has been completed.

Cleaning after an identified confirmed case:

- After a student or staff is sent home with COVID-19 symptoms, and the District learns of a confirmed case of COVID-19 currently or previously on District property, the District shall:
 - Close off areas visited by the ill persons. Open outside doors and windows and use ventilating fans to increase air circulation in the area. Wait 24 hours, or as long as practical, before beginning cleaning and disinfection.
 - Cleaning staff should clean and disinfect all areas such as offices, bathrooms, common areas, shared electronic equipment (like tablets, touch screens, keyboards, remote controls) used by the ill persons, focusing especially on frequently touched surfaces.
 - If it has been more than seven (7) days since the person with suspected/confirmed COVID-19 visited or used the facility, additional cleaning and disinfection is not necessary.
- Each school will designate two spaces for use in the event a class(es) need to move locations for cleaning as defined above.

Supplies

- Supplies necessary in order to abide by the health and safety protocols within this agreement shall be readily available to all employees in the building. Cleaning supplies include but are not limited to gloves, soap (both hand soap and soap spray bottles), paper towels, hand sanitizer (60% alcohol or higher) and Alpha-HP spray cleaner.

Exclusion of students and staff with COVID-19 symptoms

- The District will comply with the Daily COVID-19 Screening Protocols (as articulated by Snohomish Health District).
- Each building will have a plan of how to handle students who exhibit COVID-19 symptoms during the day.
- Care-Isolation Rooms will be identified at each school and are subject to heightened health and safety protocols.
 - Provide minimum of two isolation rooms.

- Ventilation in the isolation rooms shall be set to maximum outside air based upon outside air temperature.
 - Isolation rooms shall have added portable air purifier(s). Some locations may have multiple units depending on square footage.
 - Isolation rooms shall be cleaned and disinfected before next use.
 - Appropriate PPE shall be required to be worn by staff according to the risk transmission level chart including high and extra-high transmission levels.
 - A pre-identified isolation bathroom shall be identified in each building. Bathrooms shall be immediately cleaned and disinfected after each use by a student in the isolation room before next use of another student.
 - No staff will have an isolation room be their primary work location unless permitted by Labor and Industries.
- In addition, the plan will describe the steps that will take place to prevent a sick child from returning to school on subsequent days. Each student or staff member who has been excluded from school shall be informed of the requirements and process for them to safely return to school. If employees or students have one or more COVID-19 symptoms shall be sent home.
 - Anyone with symptoms, even mild ones, must stay home. One symptom is enough to stay home. Symptoms could include:

Class A Symptoms	Class B Symptoms
<ul style="list-style-type: none"> ● Fever (100.4 F or greater) ● Chills ● Cough ● Loss of sense of taste and/or smell ● Shortness of breath 	<ul style="list-style-type: none"> ● Fatigue ● Headache ● Muscle or body aches ● Sore throat ● Congestion or runny nose ● Nausea or vomiting ● Diarrhea (at least 2 loose stools in 24 hours)

- Timelines for return to school after illness or exposure, for staff and students: DOH updated guideline dated December 16, 2020 or the most recent version.
 - No known exposure:**
 - No test or negative test results or one class B symptom less than 24 hours and not a close contact: return to school once symptoms have improved and no fever for at least 24 hours.
 - Symptoms (Class A, two or more class B, or one class B for more than 24 hours) but not tested or positive test: remain home for at least 10 days after symptoms started AND at least 24 hours after fever is gone and symptoms improve.
 - Suspected or Known exposure:**
 - Close contact of a confirmed case: stay home for the full 14-day quarantine period, regardless of symptoms or test results.

- If a health care provider makes a non-COVID alternative diagnosis that explains all symptoms, person must isolate until at least 24 hours after fever resolves without use of fever-reducing medication AND symptoms have improved OR per condition diagnosed by the health care provider whichever is longer.

Exposure to COVID-19

- Employees who are exposed on-site to any student or other District employee who displays COVID-19 symptoms or who has a suspected or confirmed case of COVID-19, or who are exposed to any student or staff member who was in close contact with someone with a confirmed or suspected case of COVID-19 shall be notified by the District as soon as reasonably possible, but no later than the start of the next school day, or within three (3) hours if the District becomes aware before a weekend or holiday. It is understood that results need to be communicated in as fast a manner as possible for public safety. Additionally, if additional contact tracing is necessary, Snohomish Health District will contact employees to complete contact tracing and advise further.
- When an employee has been exposed to a student or staff member as described above, they may be tested free of charge through Snohomish Health District or through their insurance provider.

Routine COVID-19 Testing

- The District in collaboration with the Snohomish Health District will provide rapid results testing kits for voluntary use by staff and students upon request or necessity. In addition, the District is exploring a partnership with other testing providers.

Meetings

- Meetings, including professional development, must follow the current State guidelines regarding gathering with individuals from outside your home. Meetings involving more people than guidelines allow will be held remotely.
- The frequency of meetings shall not exceed what is described within the current collective bargaining agreement.

Employees in high-risk categories

- Employees in high-risk categories as defined by the CDC may self-identify in order to be able to consider ADA accommodations.
- Employees do not have to provide personal health information but may be required to sign an affidavit affirming that they are in a high-risk category.
- The District will make every reasonable effort, which may include offering out-of-endorsement waivers, to allow these employees to work remotely or with a limited number of students.
- No employee in a high-risk category shall be expected or required to work without additional PPE, on any task that cannot be performed without social distancing, and/or with students or staff who cannot wear face coverings.
- Priority for future remote teaching positions will be given to those in high-risk groups and will follow the AVT process as outlined in the current Collective Bargaining Agreement. Any employee reassigned related to COVID-19 shall be returned to their original teaching position at

the conclusion of the 2020-2021 school year. The current collective bargaining agreement, Section 10, Assignment, Vacancies, Promotion and Transfer remains in force.

Front office area and Visitors

- No parent or visitor may enter any building without properly wearing a mask. In school office areas where students/visitors may enter, they will be directed to stand on tape or other markings placed on the floor no less than six feet apart. If the number of visitors exceeds the number of markers, overflow will follow signage to wait outside with other 6-foot distancing markers.
- No parents or visitors will be allowed to enter the school building beyond the front office except for an emergency, pre-school team agreed upon appointment, or maintenance situation. Mutually agreed upon meetings with parents/guardians will be held outdoors or at the District Office.

Communication with Staff

- Staff, students and their families will receive regular communication from the building administration and/or District regarding health and safety expectations, including but not limited to wearing masks, physical distancing, handwashing, and health screenings. This communication must be provided in the home languages of students' families/guardians, and must be provided in multiple formats, such as email, postal mail, visuals/infographics, and phone calls.

Supervision for compliance

- The District shall designate a COVID-19 Supervisor for each building to oversee employee health and safety. This supervisor shall actively monitor staff and student compliance with social distancing protocols and other safety precautions and be onsite when students are present.
- Prior to any employee's first workday, employees shall be notified of the name and contact information of this supervisor. No bargaining unit member shall act as such a supervisor.
- The building supervisor shall track the return-to-school date for all staff and students who require quarantine and/or isolation. Educators who work directly with a student who requires quarantine and/or isolation will be notified of their return-to-school date.

Reporting health and safety concerns

- Employees with workplace health and safety concerns should report them to the COVID-19 Supervisor and their building safety committee representatives.
- Concerns shall be addressed at a routinely scheduled or emergency building Safety Committee meeting. If the concerns raised are not adequately addressed, then the employee may contact David Paratore, Chief Student Services Officer or file a complaint with OSHA/WISHA and/or L&I.
- Protections for reporting: RCW 49.17.160 specifically states that "no person shall discharge or in any manner discriminate against any employee" because the employee has exercised rights under WISHA.

Additional provisions:

Continued Joint Decision-Making

The District and the Association will continue to meet regularly to review the current instructional model and health and safety plans and adjust, as necessary.

Secondary schools

There are several provisions within this agreement that will require the parties to negotiate workload impacts, and potentially unique health and safety impacts, of moving secondary schools to an in-person hybrid model.

To provide time to work through these issues prior to making such a transition, the parties shall meet no later than three (3) weeks prior to the proposed start date.

Hold Harmless

Any certificated staff that received the District letter on November 16th, 2020 shall not have the letter placed in their personnel file. No certificated staff, continuing or non-continuing will be retaliated against for filing or participating in an L&I complaint or concern.

Duration of MOA

This memorandum of agreement, once ratified by the parties, shall be in effect for the remainder of the 2020-21 school year.

For the District

Date

DocuSigned by:
Dr. Justin J. Blasko
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2/15/2021

For the Association

Date

DocuSigned by:
Robyn Hayashi
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2/14/2021

Appendix A: K-5 Working Conditions in a Hybrid Instructional Model

Definitions of In-person Hybrid learning model

- a. In-person = refers to teaching or providing student services to students in-person at school.
- b. Hybrid = refers to a modified student schedule that is less than the number of days and/or hours students were in school during previous school years.
- c. Cohort = a group or classroom of students and their teacher.

Metrics

- a. The District may consider bringing additional grade level(s) back to a hybrid in-person model in compliance with the Washington State Department of Health guidelines in the Tools to Prepare for Provision on In-Person Learning among K-12 Students at Public and Private Schools during the COVID-19 Pandemic in accordance with the most recent version available and in compliance with recommendations from the Snohomish Health District.
- b. The District shall enter an agreement with Pharm A Save and/or another local vendor and shall make vaccinations available to all certificated staff who want them according to the criteria established in the vaccination schedule in addition to the OSPI COVID-19 Vaccination Plan. Those already in-person shall be prioritized.
- c. The District shall wait a period of no less than two (2) weeks before introducing another group of students to hybrid learning. During this waiting period the District and Association shall monitor health and safety protocol adherence as well as any potential outbreaks.

Student Discipline

- a. Each school will revise their building discipline plan to include additional guidance for remote and in-person hybrid learning, given the current conditions and requirements due to COVID-19. These plans should be revised through a collaborative process with educators, and will address the following issues:
 - i. Escort and safe location for a student who is removed from the classroom.
 - ii. Supports for teachers when a student exhibits unsafe behaviors that may endanger themselves or others. This may include removing other's masks, getting close to others, or physical aggression.
 - iii. Procedure to use when a student refuses to wear a face covering (after appropriate mask wearing instruction and reminders). This does not apply to students who have documented they are unable to wear a mask.
 - iv. Procedures and prevention techniques to be used with students who elope.
 - v. Any other discipline issue(s) the team feels should be addressed.
- b. All staff will attend training on the building discipline plan prior to additional students returning for onsite learning.

Assignment, Vacancies and Transfer

- a. Employees who received the Letter of Direction on November 16th, 2020, not including 1st Grade, will receive one (1) per diem day of pay in recognition of the excessive planning and workload associated with this change.

- b. Right to return to original position
Any employee who has been transferred or reassigned in order to accommodate the unique challenges presented by COVID-19, shall be returned to their original building at the conclusion of the 2020-21 school year.

District COVID Leave and FFCRA (expires 12-31-20 unless action taken by Congress to extend)

- a. Leave provisions found within the MSD-MEA Covid-19 Remote learning MoA (September 2020) shall apply to employees working in the in-person hybrid model.
- b. Paid District Leave for the duration of quarantine or isolation if an alternative work assignment for work/services provided at home is unavailable, and the quarantine was due to a documented exposure at a District worksite.
- c. Employees who are required to work on-site and fail their Wellness Screening/attestation which precludes them from going onsite, shall have available up to eight (8) days Paid District COVID Leave for the 2020-2021 school year.
- d. These additional days will be allocated when needed and shall be nontransferable. If possible, certificated staff may work remotely in lieu of accessing this leave.

Association leave

Association leave used from November 12th, 2020 until the ratification of this agreement shall not be counted towards the bargaining team's Association Leave limits found in Section 9. B. of the CBA.

Other Terms and Conditions of Employment

Work year

- a. **Calendar 2020-21**
 - a. **Semester Break Day** – as per CBA
 - b. **Elementary Spring Conferences**
Certificated staff returning to the hybrid model will hold spring conferences with their student's parents/guardians two weeks post transition.
 - c. **Release Days**
 - i. Fridays shall revert to our current collective bargaining agreement in Article 8 Section 1.F.2.C. There will be weekly early releases (60 minutes) on Fridays, with the exception of existing early release days. Early releases will begin the first Friday school day of September. The Friday early releases will be for individual, collaborative, PLC, and professional development work. The time shall be split with fifty percent (50%) individual teacher directed and fifty percent (50%) building, and District directed. Each week shall alternate between teacher directed and District directed time. The one optional PID day shall continue in this Agreement.
 - ii. The first two District directed Fridays, after the implementation of hybrid in-person instruction, may be from 1:30 to 3:25. After the first two District directed

Fridays, the current contract language in paragraph i. above will be in effect.
This applies to Elementary staff only.

- iii. The District shall provide building directed time for the purpose of completing District required training in compliance with Board policy/procedure, state or federal law or other District mandated training.

d. ***Staff Meetings*** (CCL)

- i. Staff meetings shall revert to our collective bargaining agreement in Article 8 Section 2.E. Staff are expected to attend two staff meetings per month. One of those meetings will be within the contract day. With fourteen (14) days' notice, one of these meetings may extend 30 minutes beyond the contract day. On weeks when the staff meeting extends beyond the staff contract day, staff will be dismissed on Friday thirty minutes prior to the end of the normal contract day. There will not be an extended staff meeting during the months of December and June. It is also understood that all Building directed PLC time shall occur during building and District directed early release or staff meeting time.

Workday

Preparation time

- a. *Elementary planning time* for the in-person hybrid model shall be forty (40) minutes per day on Monday-Thursday, and sixty (60) minutes on Friday.
- b. *Secondary planning time* shall be negotiated at such time as the District notifies the Association of their interest to begin planning for the return to in-person learning for grades 6-12 (single grade level or multiple levels).

Specialists

Music, PE and Digital Learning Specialists shall remain remote.

- a. At each building, Specialists may determine their mode of instructional delivery in the remote setting (i.e. synchronous vs. asynchronous).
- b. If Specialists decide to teach any synchronous lessons, a schedule shall be created with input from the building principal and shared with classroom teachers prior to the first student day.
- c. Covering classes – see Staff Health + Safety Protocols

In-Person AM/PM Hybrid Schedule (K-5) Classroom Teacher

Time	Monday- Thursday AM/PM Model Teacher Schedule	Time	FRIDAY All- Remote Teacher Schedule
8:25-8:55	Contracted Professional Time Students Arrive	8:25-8:55	Contracted Professional Time
8:55-11:25	Instructional Time <ul style="list-style-type: none"> ● Math: 45-60 ● ELA: 60 ● SEL/class meeting: 30 ● Recess (Teacher Break):15 	8:55-12:00	All Class Zoom Asynchronous learning support time Small Groups
11:25-11:35	Students Leave		
11:35-12:05	Teachers Lunch 30		
12:05-12:45	Planning Time 40	12:00-12:30	Lunch
12:45-12:55	Students Arrive	12:30-1:30	Planning Time
12:55-3:25	Instructional Time Math: 45-60 ELA: 60 SEL/class meeting: 30 Recess (Teacher Break): 15	1:30-3:25	Teacher directed professional time Building directed professional time Alternating Fridays (2:25-3:25) **Except the first two Fridays see above.
3:25-3:55	Contracted Professional Time	3:25-3:55	Contracted Professional
Time	Cohort A Student	Time	Cohort B Student
8:55-11:25	In-person Instruction Time	8:55-11:55	Asynchronous Learning Specialist Time Music/DL/PE lessons
11:25-12:25	Travel Home and Lunch Recess on your own	11:55-12:55	Lunch and Travel to School Recess on your own
12:25-3:25	Asynchronous Learning Specialist Time Music, DL, PE	12:55-3:25	In-person Instruction Time
Time	Friday All Remote Cohort A/Cohort B		
8:55-9:45	Morning Meeting		
9:45-12:00	Asynchronous Learning support time/Small Groups Recess		
12:00-12:30	Lunch		
12:30-1:10	Specialist Time Music, DL, PE		
1:10-1:30	iReady		
1:30-3:25	Choice Activities		

Cleaning between cohorts. In order to ensure adequate cleaning and disinfecting protocols are being followed, all classroom tables, desks and high touch surfaces shall be wiped and disinfected between cohorts. Certificated staff will not be responsible for cleaning in between cohorts.

Learning Support Time

- a. As designated on the schedule, learning support time shall be defined as time for:
 - i. Data analysis/communication with those not in-person
 - ii. Additional intervention
 - iii. Small group instruction
 - iv. Special services support
 - v. Office hours.

Cohorts

- a. The parties agree to maintain tight cohorts of students and staff in the interest of student and staff safety whenever possible as described below.
 - i. At no time will classrooms/cohorts of students mix with other classrooms/cohorts of students, including during recess.
 - ii. Any exceptions to the cohorts described above shall be documented in writing and given to and retained by the COVID-19 Supervisor should contact tracing be necessary.

Special Services

- a. IEP teams shall determine if a remote or in-person setting is appropriate for individual students including whether these services may take place in an individual or small group setting during the student's in-person instructional time.
- b. Other certificated non-classroom staff (i.e. ELL, LAP, Title, etc.) will teach/serve students remotely. After consultation with certificated staff who share a particular student and in-person services are deemed necessary, they shall take place in an individual or small group setting during the student's in-person instructional time.
- c. Elementary Counselors will work onsite from their office serving students remotely, unless there is an individual student mental health need that requires in-person services as determined by the Counselor and Guidance Team.
- d. Special Services Staff shall document in writing students who are pulled from the general education classroom and put into small groups daily. This documentation shall be given to the COVID Supervisor or building administration for contact tracing purposes.

Recess

- a. Recess shall follow our current CBA in Section 2.C. Supervision of playgrounds during the instructional day shall not be assigned to or expected of employees at the elementary and middle level.
- b. Individual buildings shall create an inclement weather recess plan that follows the current language in our collective bargaining agreement found in section 2.C.

Secondary schedule

Draft schedules shall be brought to MEA at least three (3) weeks in advance of any implementation of students returning to school for in-person hybrid instruction. The District and Association will bargain

the impacts of middle and high school schedules. Once the secondary agreement is in place, a minimum of two (2) week transition period is needed.

Sky Valley Education Center: Support for Struggling Students

MEA recognizes many students are not doing well in our current environment. While conventional wisdom targets early learners as priority, many students are not as independent as some might believe and are also struggling. Since every student at Sky Valley has an individual learning plan per the WAC and policy, Sky Valley students typically choose to access support through our ALE model instead of the traditional special education model. Because of this, those students are lacking access that traditional school students currently have, K-12.

With that in mind:

- a. On a voluntary basis, teachers may meet in person with individual students, small groups of students or family cohorts to provide support for those students who are struggling. The number of people per room shall not exceed fifteen (15) people. Teachers who do not volunteer will not be coerced or forced into providing this service and can continue to provide support in a virtual environment.
- b. Teachers or guidance counselors will decide, based on failing grades or other considerations, including academic, social, and emotional needs which students will be offered this service. This is not intended to provide an opportunity for socialization.
- c. The time and duration of these in-person opportunities shall be determined by the teacher or guidance counselor, but at a minimum must adhere to the Building Safety Plan Committee's Reopening document and requirements.
- d. All health and safety protocols will be followed.

Sky Valley Education Center Return to Scheduled Classes in a Hybrid Model

MEA recognizes that the Sky Valley Master Schedule is significantly different from the traditional schools. Cohorting is limited to a few specialty programs, K-12. We also recognize that the regular schedule at SVEC is a hybrid model in which a significant portion of the learning does not take place in the brick-and-mortar facility. Additionally, class size at Sky Valley ranges from 6-18 maximum.

With that in mind: When other cohorted groups of students are able to return to the classroom in the traditional schools, SVEC will have the option for its specialty program cohorted groups K-12 to resume instruction.

Safety – see Staff Health + Safety Protocols

Workload- In person hybrid model

- a. The classroom teacher's primary responsibility is to focus on standards-based instruction and targeted differentiated instruction while students are in-person. Asynchronous videos may be provided to remote cohorts and remote students may work with classroom teachers during asynchronous learning time (as designated on the schedule), at the discretion of the teacher.
- b. Non-classroom certificated staff will support remote learners each day, as designated on the hybrid schedule created with support from their building principal.

Transition Time Between Models

- a. A transition period of not less than two (2) weeks will be provided to educators to allow for training and preparation to teach students in a hybrid in-person model. At least two (2) asynchronous learning days for students will be scheduled to allow time for this work.
 - i. The three days before the first student day will be preparation days. The first two (2) days will be asynchronous to allow for classroom and instructional preparation. The third day will be a standard remote learning day where certificated staff and students will prepare for onsite in-person instruction for the following school day.
- b. To the greatest extent possible all building and District meetings that are not directly related to the transition of students returning to in-person onsite instruction shall be suspended for one (1) week prior to the return of students with the exception of IEP meetings for those teachers in the transition process.

Transitions Timeline

- a. Two weeks prior to start date: Notify staff about start date
 - i. All elementary K-5 staff will receive one asynchronous day of District and building training. All impacted certificated staff receive all District wide health and safety training from District designee and training for building specific health and safety protocols and logistics from the building principal with support from the building safety advisory committee members.
- b. One week prior to the start date:
 - i. The District brings the Association all impacted grade level class sizes and student rosters for each individual worksite.
 - ii. Classroom set up.
 - iii. Impacted certificated staff receive two (2) days of asynchronous learning.
- c. Start date: In-person hybrid learning commences
- d. Two weeks after start date: Grade levels hold spring conferences with their students.
- e. At least two weeks after start date: The District shall wait a period of no less than 2 weeks before introducing another group of students to hybrid learning. During this waiting period the District and Association shall monitor health and safety protocol adherence as well as any potential outbreaks while they are following the schedule above to prepare for the next implementation.

Training – see Staff Health + Safety Protocols

Evaluation: TPEP

- a. Teachers who are scheduled for a Focused evaluation shall proceed with the regular Focused evaluation process.
- b. Teachers in years two and beyond who are scheduled for a Comprehensive evaluation under RCW 28A.405.100 shall decide on two (2) criteria to be formally scored using evidence provided during the 2020-2021 school year. The remaining six criteria will be scored by assigning the score received in the most recent Comprehensive evaluation.

Determination of the two criteria to be scored will be made using the current negotiated process for choosing criterion for a Focused evaluation in Article IX-Evaluations, Section 9

Focused Evaluation Option of the current collective bargaining agreement. The choice of criterion must include approval by the teacher's evaluator, per WAC 392-191A-120.

- c. Teachers in their first year of teaching, on a Comprehensive evaluation shall use the traditional Comprehensive process OR determine at least two (2) criteria to be formally scored using evidence provided during the 2020-2021 school year. Remaining criteria to be scored "Basic" as the default score which will be noted on the final evaluation as "default score due to the circumstances of the COVID-19 pandemic" where applicable.
 - i. Determination of the two criteria to be scored will be made using the current negotiated process for choosing criterion for a Focused evaluation in Article IX- Evaluations, Section 9 Focused Evaluation Option of the current collective bargaining agreement.
 - ii. The choice of criterion must include approval by the teacher's evaluator, per WAC 392-191A-120. If adequate evidence that clearly indicates Proficient practice is provided for default criteria, the evaluator may override the Basic score
- d. Teachers with two (2) or more years of successful performance in another Washington state District or another state who are in their first year of teaching with Monroe School District shall use the tradition Comprehensive process OR use the process identified in bullet two (2) above OR ask that their evaluation be handled on a locally determined basis.
- e. Teachers on a modified Comprehensive evaluation for 2020-2021 will develop one (1) student growth goal, choosing the goal for criterion 3 or 6. Scores for the other two (2) criteria will be assigned using the most recent Student Growth scores of those two criteria. In the event no such scores are available, the score assigned would default to Basic (2).
 - i. Student Growth rubrics for 3.1, 6.1, and 8.1 are unchanged.
 - ii. The rubrics for 3.2 and 6.2 have been considerably modified to meet the goal of supporting reflection and growth in instruction and assessment practices.
 - iii. The revised rubrics and guiding questions for reflection will be posted on the [TPEP website](#).
- f. Certificated staff not included in the TPEP evaluation process will follow the current collective bargaining agreement guidelines.

Appendix B: Ongoing Health and Safety Concerns of Employees Currently Working On-site

Consistency:

- Mutually agreed to health and safety plan that is followed with fidelity.
 - District COVID-19 Plan
 - Each building has created an individual Building COVID-19 Safety Plan. Plans will be reviewed by District administration prior to implementation.
 - Draft plans can be located here: Draft Building COVID Safety Plan
- The Director of Safety and Risk will conduct audits and report details to the building COVID-19 Supervisor who will share the findings with the building Safety Committee the details and findings of audits at each location.
- COVID-19 Supervisors will conduct consistency checks as often as reasonably possible but at least daily.
- COVID-19 Supervisors will receive detailed training and guidance, as well as on-going support at the District level. COVID-19 Supervisors and alternates received training on Monday, February 1, 2021.
- One person at each school must track each student's return date and communicate this date to staff who work directly with the student(s).