

Memorandum of Agreement
Between the
Monroe Education Association
and the
Monroe School District

Health and Safety Guidelines for the 2021-2022 School Year

Covid-19 Requirements

The COVID-19 Federal, State, and County guidance and requirements referred to in this MOA are as of August 2021. Should this guidance or requirements change during the term of this agreement, the parties will meet to discuss the updated requirements and bargain any impacts associated with the new requirements. In the event the Federal, State or Local authorities' close schools due to infection rate, the District and the Association will meet to negotiate the impacts as soon as possible.

1. **Face Coverings-** required for all students and staff who are indoors (except while eating)
 - a. All staff and students (age 3+) must wear masks indoors.
 - b. District to provide appropriate masks required by job classification (including badger shields when necessary) to staff upon request or as needed. The District will reassess each individual's risk level to determine the level of PPE that is required prior to the first student day for new employees and those that have changed assignments. Also, employees who serve more than one classroom risk levels will be reviewed.
 - c. Face coverings not required when outdoors but encouraged for unvaccinated individuals when outdoors in crowded spaces.
 - d. Educators may remove their masks when they are alone in their workspace with the door closed.
 - e. The District shall create a process by which students not wearing masks (except those with a District approved exemption) 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.
 - f. The District will notify educators when a student has a mask exemption prior to the student entering the classroom.
 - g. 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.

2. **Physical distancing-** Three (3) feet distancing within classroom and six (6) feet between staff and students, and other common areas.
 - a. When it is not possible to maintain at least three (3) feet of physical distance in classrooms (e.g. there is insufficient space compared to students in need of in-person instruction), the district will layer additional prevention strategies to reduce the risk of disease transmission. This could include requiring further improved ventilation, conducting screening testing of students and staff, etc.
 - b. Students should be six (6) feet socially distanced from each other during meals i.e. breakfast and lunch. If students are not able to be six (6) feet socially distanced from each other the District is required to take other mitigating steps to ensure the safety of staff and student. This could include requiring further improved ventilation, conducting screening testing of students and staff, plexiglass barriers or staggering student seating etc.
 - c. L&I still requires physical distancing of 6 feet for employees in K-12 schools. (p 10, DOSH Directive 1.70).

3. **Meals**

The District will ensure that lunchrooms are set-up to the maximum amount of physical distancing as possible. In addition, the District will ensure that all schools have clear entry and exit procedures. The District will assist schools in establishing lunch schedules that minimize cross groupings and ensures students are seated predictably as to allow for easy contact tracing. The District will provide additional resources, which may include staffing, to elementary schools that lack a multi-purpose room (second large space) to creatively address the needs of both displaced programs and to address lunch space concerns.

- a. Certificated staff will not be required to supervise meal service and meals will not be eaten in the classroom.
- b. Educator's instructional area will not be displaced due to lunch locations.
- c. The District shall follow the Modifying School Spaces During Mealtimes to Reduce Spread of COVID-19 (cdc.gov).
- d. Paper bags or other container will be provided for students to store masks in during lunch.
- e. Students must wash hands or sanitize hands after removing mask, after eating and before returning to the classroom.
- f. Lunchrooms/cafeterias/common areas will have clearly marked ENTER and EXIT signs on doors (one way traffic pattern).
- g. Lunchrooms/cafeterias/common areas will have clearly marked walking pathways within lunchroom/eating area.
- h. To the greatest extent possible students will maintain six (6) feet of social distance while getting food.
- i. If students are not able to be six (6) feet socially distanced from each other the District is required to take other mitigating steps to ensure the safety of staff and student. This could include requiring further improved ventilation, conducting screening testing of students and staff, plexiglass barriers or staggering student seating etc.

- j. The District will ensure ventilation systems are pulling in fresh air and/or open doors/windows.
- k. The District may provide outdoor seating if weather permits (tents).
- l. The District will try to create as many lunch periods as feasibly possible to ensure the least amount of risk of transmission.
- m. Each school will develop a plan to allow for contact tracing when necessary due to an exposure during a mealtime (seating chart, sit by class, etc.)
- n. Student snack breaks may take place outdoors.
- o. Exceptions to meal locations including SLC classrooms and Leaders in Learning, will access classrooms for student meals and who will adhere to all six-foot social distancing regulations. In the case medically fragile students in an SLC classroom the school nurse in collaboration with the Chief Student Services Officer and Building COVID Supervisor will develop an appropriate plan for where these students will access meals while adhering to all DOH safety requirements. The District and the Association will meet to resolve any health and safety issues that may arise from having students eat meals in the classroom.

The District and the Association will continue to work collaboratively regarding changes in DOH/state guidance in regards to meals. In the event there are changes, the District and the Association will meet to discuss/negotiate prior to the District implementing any changes.

4. HVAC Basic Requirements: (no change)

- a. 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.
- b. 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:
 - o 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
 - o If a MERV-13 filter is not installed in a classroom or workspace, or
 - o If there are not five (5) or more air exchanges per hour.
- c. The District will maximize air exchanges per hour within each school according to system capacity and outdoor weather conditions. In the event unhealthy air quality (e.g. wildfire smoke), the District will notify the Association of it plans to implement guidance issued specifically for that situation.
- d. All buildings will set their HVAC systems to run for at least two (2) hours after staff leaves for the day.
- e. The District shall provide up to date information regarding the HVAC systems to the Association, as described above.

5. Hand washing and hand sanitizing

- a. Hand wash or sanitization will take place when arriving in classroom and before leaving classroom.
- b. Hand washing or sanitization will take place before and after eating.
- c. 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.
- d. 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.

6. Classroom and School Cleaning

- a. The District shall provide custodial support to disinfect surfaces used by students in classrooms, lunch rooms and common areas and cleaning for high-touch surfaces.
- b. High touch cleaning and thorough disinfection will take place with all classrooms at the end of each day.
 - o 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.
- c. A door hanger will be provided to all classrooms to indicate when a room needs to be cleaned and when cleaning has been completed.

7. 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.

8. Building Safety Committees

- a. The District will follow the MoA between the District and the Association **Hybrid In-person Instructional Model 2020-2021: Student and Staff Health and Safety Protocols: Safety Committee: Sections 1-5, Health and Safety Training and Training Requirements**. All employees will receive a copy of the building safety plan and new employees will receive training within their first full week of hire.

9. MEA Building Health and Safety Reps:

- a. 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.

- b. 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.

10. Building COVID-19 Plans

Each building shall have a COVID-19 building plan that thoroughly attends to the physical safety and health of staff and students in alignment with the District's Operations Guide and Department of Health guidance. The plan shall define the personnel designated that will staff and implement various procedures. These plans shall be presented to staff to allow for understanding, and if necessary, further refinement.

11. Communication with Staff

- a. 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 the state-wide mask mandate, physical distancing, handwashing and testing 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.
- b. The district is required to verify the vaccination status of staff as required by DOH and L&I. The District will not retain copies of actual employee vaccination records (unless specifically requested by the employee) and will not release any personally identifiable vaccination record, unless required by law.
- c. Employees seeking a medical or religious exemption to the Governor's vaccine mandate for school employees may submit appropriate accommodation forms to the Human Resources administrator and engage in an interactive process to determine reasonable accommodations.

12. COVID-19 Testing

- a. **The District will ensure access to timely diagnostic testing among students with symptoms or who are close contacts of someone with COVID-19.** This can be done at the school, at a centralized site for the District, and/or in a partnership such as Return to Learn.
- b. Screening programs for students/staff are required for participation in some sports. This includes screening protocols for athletes, coaches, trainers, and other personnel who

work with athletes who are not fully vaccinated participating in high-contact indoor sports. Please see Appendix A for Extra & Co-curricular Activities & Sporting Activities.

- c. Screening testing should be offered to students who have not been fully vaccinated when community transmission is at moderate, substantial, or high levels as defined by CDC's matrix (Table 1).

13. Supervision for Compliance

- a. 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 whenever possible. In the event the COVID-19 Supervisor is out of the building and support is needed regarding the COVID-19 building plan a member of the Safety Committee may be consulted for guidance. The COVID-19 Supervisor will immediately return to the building during the normal workday if an COVID-19 event occurs within their building.
- b. 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.
- c. 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.
- d. To take the increased workload for Nurses into consideration, Nurses shall be compensated a stipend of \$1,000 per 1.00 FTE. Less than fulltime FTE will be prorated.

14. Reporting health and safety concerns

- a. Employees with workplace health and safety concerns should report them to the COVID-19 Supervisor and their building safety committee representatives.
- b. 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.
- c. 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.

15. Close contact

Typically a close contact is someone who was within six feet of a person with COVID-19 for at least 15 cumulative minutes over a 24-hour period during the period of time when the person with COVID-19 was infectious.

- a. **In a K-12 indoor classroom, the close contact definition excludes students who were at least three feet away from an infected student when (a) both students were wearing face coverings/masks and (b) other prevention strategies were in place.** This exception does not apply to teachers, staff, or other adults in the indoor classroom setting.

16. Quarantine requirements

- a. Any student, teacher, or staff who reports COVID-19-like symptoms must be immediately isolated from others and sent home and referred to diagnostic testing as soon as feasible. While waiting to leave school, the individual with symptoms must be isolated in a designated isolation space.
- b. Close contacts who are fully vaccinated and do not have symptoms, do not need to quarantine but should watch for symptoms and get tested if symptoms develop.
- c. Close contacts who had confirmed COVID-19 in the past three months, have recovered and do not have symptoms, do not need to quarantine but should watch for symptoms and get tested if symptoms develop.

17. Isolation

If a person tests positive for SARS-CoV-2 by a molecular or antigen test, they can return to school when the following criteria are met:

- 10 days since symptom onset, or since positive test specimen collection date if no symptoms are present (up to 20 days for those for those who are severely ill or severely immunocompromised), AND
- 24 hours after fever resolves without use of fever-reducing medications, AND symptoms have improved
- This isolation guidance applies regardless of vaccination status.

16. Learning Management Systems

For the 2021-2022 school year, only for the purpose of providing online instruction in the classroom and/or in the event instruction reverts to remote learning, educators will utilize Canvas. All classroom teachers will be assigned a Canvas page. Classroom teachers will have the option and are encouraged to utilize Canvas, if they choose, during full time in-person learning.

17. Assigning work when students are quarantined

- a. Educator Produced Packets and/or Canvas Assignments:
Educators may create grade level appropriate assignments/packets at their own discretion and distribute to students for access in the following three options:
 - i. at the front office where educators may leave completed packets at the front office for parents to pick up;
 - ii. by email; or
 - iii. by mail

In addition, or in place of packets, educators may also utilize Canvas or District email to assign asynchronous work for quarantined students.

- b. **When Entire Class Periods (Secondary) or Entire Classrooms (Elementary) are Quarantined**

- i. **Secondary:** In the event an entire class period(s) is quarantined the educator will Zoom with the quarantined class, to deliver live instruction for the duration of the quarantine. On the first day of quarantine, educators will have

asynchronous work ready for their class available through Canvas. From the second quarantined day on, educators will provide instruction via Zoom.

- ii. **Elementary:** In the event an educator's entire classroom is quarantined at the same time, the educator will revert to a remote instructional model until the quarantine is over. On the first day of quarantine educators will meet via Zoom for a morning meeting with all students and shall be given the rest of the day to prepare remote learning materials. Students will work on their assigned Canvas work for the remainder of the day.

c. Serving Quarantined Students with Special Services

- i. Case managers will be notified when students on their caseload are quarantined.
- ii. Resource, Self-Contained, ELL, Title and LAP will modify the packets to meet the individual needs of their students as appropriate in collaboration with the general education teacher. Educators shall time sheet the amount of time it takes to prepare materials, outside of the contracted day, for a quarantined student(s) and be paid up to one (1) hour per quarantined student at their hourly curriculum rate.
- iii. The District shall suspend in-person OT, PT, SLP services while students are quarantined.

d. Communication

In the event a student(s) is quarantined, the COVID Supervisor will communicate with the impacted families how their students will be receiving instruction while quarantined. Educator's primary communication with quarantined families will be regarding access to assignments and instructional inquiries.

18. Student Behavior Supports

- a. Each school will revise their building discipline plan to include additional guidance for remote or in-person 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.
 - vi. 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.

- b. All new staff will attend training on the building discipline plan prior to additional students returning for onsite learning.

19. Meetings

- a. Meetings, including professional development, must follow the current State guidelines regarding gathering with individuals from outside your home. Meetings involving more people than the guidelines allow, will be held remotely.
- b. The frequency of meetings shall not exceed what is described within the current collective bargaining agreement.
- c. In order to lessen the risk of exposure, building administrators may consider holding staff meetings and professional development over zoom.

20. Visitors at schools

In the event guidance changes on who is allowed to be on school campuses, the parties will meet to discuss and adjust the below language if necessary.

- a. No parents or non-essential workers (e.g. volunteers, guests speakers, etc.) or visitors will be allowed to enter the school building (beyond the front office) except for an emergency, IEP meeting requirement, scheduled parent conference or maintenance situation.
- b. 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.
- c. Contractors and subcontractors who do not have in-person contact with others may be present for short periods of time. Contractors and subcontractors who do have in-person contact with others will follow state/district protocols for entry.
- d. No district employee will be considered a visitor at any district site.

21. WA Kids

During the first week of school, in order for Kindergarten and Transitional Kindergarten teachers to administer the WA Kids assessment, meetings that occur in person must follow all health and safety guidelines and take place in well-ventilated spaces. Online options for meetings should be offered proactively to alleviate any health or safety concerns. Any teacher who chooses to hold assessments outside the workday hours due to class size or family needs shall be able to flex their schedules to make up for the extra hours worked. The District and Association will confer on any implementation challenges.

22. Employee Accommodations

- a. In the event an employee, as a result of a **work-related cause**, is required to stay home due to a positive COVID-19 test result, or a quarantine requirement the following shall occur:
 - If the employee is healthy enough to work and the district determines remote work directly tied to their current position is available, the employee will be temporarily assigned to work remotely by the district and will not be required to submit leave.

- If the employee is not able to work remotely or work due to health reasons cited above, the employee may access paid district COVID-administrative leave. Leave necessitated by exposure at work is limited to ten (10) days per instance for the 2021-22 school year.
 - The paid district COVID-administrative leave days cannot be cashed out nor rolled over at the end of the 2021-22 school year.
- b. The District shall provide an additional three (3) pandemic relief paid sick leave days for 2021-22. These days will be in addition to the twelve (12) annual sick leave days. These days may not be rolled over or cashed out and will be used prior to other accumulated sick leave.
 - c. Upon approval of the Human Resources administrator, an employee who has exhausted all their accumulated sick leave and needs leave due to a childcare or school closure impacting their child(ren) may be provided with additional paid COVID leave from the District.
 - d. The employee may apply for workers compensation through Labor and Industries (L&I). L&I makes a presumption that any infectious or contagious diseases that are transmitted through respiratory droplets or aerosols, or through contact with contaminated surfaces was contracted at work unless there is a preponderance of evidence that it was not possible (the individual was on vacation or working remotely). The District will assist individuals in applying for workers compensation.
 - e. Any employee who is deemed at “high risk” for COVID-19 will have access to all available leave. At-risk= An employee who is at an age or has an underlying health condition that puts them at high risk of contracting a severe illness (as defined by Centers for Disease Control) from an infectious or contagious disease that is the subject of the public health emergency; AND has obtained a recommendation from a medical provider for removal from the workforce due to their high risk of contracting a severe illness.
 - f. In addition, the District will not dispute that any verified case of COVID-19 is “extraordinary or severe” for purposes of employees accessing shared leave.

23. COVID Vaccine Leave

Employees shall be granted 1 day of paid “vaccine leave” to use on the day of, or the day after, they receive each dose of the two-dose COVID vaccine regimen. Vaccine leave cannot be saved or used on other days. Part-time employees shall be given vaccine leave on a pro rata basis according to the average number of daily hours worked during the preceding pay period, but in no event will receive less than 4 total hours of paid leave for each dose. Following the 2 days of vaccine leave, the employee may use existing sick leave as necessary in accordance with existing leave policies.

24. Continued Joint Decision-Making

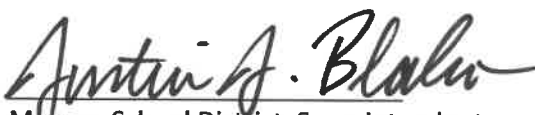
The District and the Association will continue to meet regularly to review the current instructional model and health and safety plans and adjust, as necessary.

25. Duration of MoA: This memorandum of agreement shall be in effect for the 2021-2022 school year or until the end of the emergency declaration by the Governor.

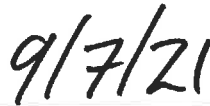
Appendix A: Sporting Activities/Extra Curricular Activities

The District and the Association will follow the Washington State Department of Health: K-12 COVID-19 Requirements for Summer 2021 and the 2021-2022 School Year. In the event the requirements within this document change, the changes shall be discussed between the Association and the District and any impacts from the changed requirements shall be negotiated.

For the District:

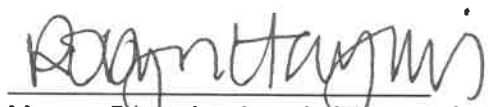


Monroe School District, Superintendent
Dr. Justin J. Blasko




Date

For the Association:



Monroe Education Association, President
Robyn Hayashi



Date

