

MEMORANDUM OF UNDERSTANDING
Between
EDMONDS EDUCATION ASSOCIATION
And
EDMONDS SCHOOL DISTRICT NO. 15
2021-22

WHEREAS, Per OSPI, school districts are expected to make available full-time in-person learning to all students for the 2021-22 school year, in accordance with health and safety guidelines, and

WHEREAS, the District will continue to follow guidelines and requirements from the Department of Health, L and I, OSPI and Snohomish County Health District, and

WHEREAS, the District will resume in-person instruction for five days per week for all students who choose this option, following RCW 28A.150.220 which establishes minimum instructional requirements and RCW 28A.150.205 which defines instructional hours, and

WHEREAS, the District will continue to offer students more flexible learning models through continuous learning 2.0+ and/or alternative learning experiences, and

WHEREAS, unless specifically amended herein or subsequently amended through mutual agreement of the parties, the Edmonds School District and Edmonds Education Association agree to extend their current Procedural Agreement (September 1, 2017 to August 31, 2021) through August 31, 2022.

THEREFORE, the undersigned parties hereby agree as follows:

Student and Staff Health and Safety Measures

Personal Protective Equipment (PPE)

- A. All staff will be required to wear and utilize the appropriate PPE. Staff will receive information about what PPE is required for their assignment, as well as the procedures and protocols for using the PPE.
- B. All employees, students, and building visitors shall wear a cloth face covering while at the worksite. Face coverings shall be worn properly and cover the chin, mouth, and nose. Employees not able to wear masks must provide written documentation from their medical provider that verifies one of following conditions exists:
 1. A verified disability that would prevent them from wearing or removing a mask.
 2. A diagnosed respiratory condition that would prevent wearing a mask or cause trouble breathing.
 3. Those advised by a medical or behavioral health professional that wearing a mask would pose a risk to that person.
 4. Deaf or hard of hearing employees are required to wear masks unless they meet one of the other exceptions above. They will be provided special clear style masks specifically for deaf and hard of hearing individuals.
- C. The District shall maintain a supply of Personal Protective Equipment (PPE) and sanitizing solutions for every classroom and building.

- D. The District shall provide a supply of disposable face coverings to buildings for use by students or staff who do not have one on a given day. Employees will be provided extra for student use.
- E. Employees may choose to provide their own face coverings provided they meet the Department of Health (DOH) standard for quality and covering.
- F. The District shall provide transparent face coverings to any staff who work with students who need to use or see facial and mouth movements as part of communication, such as students who are deaf/hard of hearing or who have documented communication disorders.
- G. Certificated staff may request and will receive transparent face coverings for the purpose of achieving an educational objective.

Physical Distancing

- A. The District will follow DOH recommendations regarding physical distancing to the degree possible and reasonable.
- B. The District will to the degree possible provide and arrange classroom furniture based on DOH guidelines for social distancing between students.

Handwashing

The District will provide adequate facilities and supplies for staff and student handwashing.

Exclusion of Students and Staff with COVID-19 Symptoms:

- A. Any student or staff member who reports COVID-like symptoms that are not associated with a known underlying condition must immediately be isolated from others and sent home. Teachers will be informed of any students with documented or otherwise known underlying conditions in their classes as determined by the building's onsite nurse. Close contacts of a person diagnosed with COVID-19 must quarantine, unless fully vaccinated.
- B. If Not Fully Vaccinated—Students and staff are to quarantine and to leave the school setting if they display COVID-like symptoms. They are to follow the local health jurisdiction's quarantine recommendations. Staff and students are expected to monitor symptoms and obtain testing if recommended.

If Fully Vaccinated—Fully vaccinated individuals do not need to quarantine or get tested if identified as a close contact of someone who has COVID-19, unless they are symptomatic. If a fully vaccinated person presents with symptoms that are COVID-like in nature, they will need to follow the local health jurisdictions quarantine recommendations. Staff and students are expected to monitor symptoms, and testing is recommended.

Staff may choose to share their vaccination results with their administrator or assistant superintendent, but they are not required to; however, omission of vaccination status information may factor in the decision about whether a staff member can remain on a school campus, if they have been identified as a close contact of a person who has tested positive for COVID-19.

- C. Classrooms and other facilities used by a student or staff member who present with COVID-like symptoms will be cleaned utilizing general cleaning protocols for COVID-19. Those classrooms that have been exposed to bodily fluids, such as vomit, blood, urine or feces, will be closed for deep cleaning following district protocols.

- D. Employees who were in close contact, as determined by Snohomish County DOH, to a student or staff member who has been quarantined and/or has tested positive for COVID-19 shall be notified as soon as possible, and the District will make all efforts to notify the employees before they report to a building or District worksite.
- E. The district shall provide symptom (containment) room(s) for excluded students to wait for their parents/guardians. The room(s) shall be designated specifically for this purpose. Restroom access and cleaning protocols will be considered in choosing designated area(s).
- F. After the school year has begun, no occupied instructional spaces will be used as symptom room(s).
- G. Except in an emergency situation, no bargaining unit employee, except nurses, shall be required or expected to supervise students who are excluded with COVID-19 symptoms.
- H. If a staff member tests positive for COVID-19, the following process will be followed:
 - 1. Staff may choose to share results with their administrator or assistant superintendent but they are not required to; however, they must share a positive result with Human Resources;
 - 2. Staff will not return to work until cleared by their doctor.
 - 3. Human Resources or the Administrator must obtain consent to share information with Student Health Services or other staff members;
 - 4. Student Health Services will coordinate with Snohomish Health District on procedures regarding case reporting and will support contact tracing.
- I. The parties recognize that these procedures may need to be adjusted as a result of changes by the Department of Health, Snohomish County Health Department, or new guidance from the CDC.

Sanitation of facilities:

- A. The district will provide adequate and appropriate cleaning materials and cleaning frequency in accordance with CDC guidelines.
- B. The district will provide cleaning and sanitizing materials for cleaning desks and other high touch areas in the classroom to be used during transitions between groups of students, as well as after outside breaks.
- C. Cleaning materials, including alcohol-based disinfectant/hand sanitizer, disinfectant wipes, and disposable gloves will be provided in every classroom and primary work area to facilitate the cleaning of student work surfaces between groups of students.
- D. In the event equipment or materials are shared among students, staff will be responsible for cleaning shared equipment and materials between uses with students.
- E. Other high touch areas of the classroom will be disinfected daily.
- F. In instances of confirmed COVID-19 cases, deep cleaning and sanitation protocols will be followed.
- G. Communication of deep cleaning and sanitizing practices will be distributed to all employees, inclusive of preparations that staff need to be aware of, to support these cleaning protocols.

Ventilation:

Heating, Ventilation and Air Conditioner (HVAC) systems will continue to run 24/7; prior to making changes to this policy, the District and Association will meet to discuss any impacts of the decision. HVAC systems will be monitored, routinely maintained, promptly repaired, and comply with EPA and OSHA standards to ensure fresh air supply, filtration, and circulation. HVAC filters will be changed on a regular basis in conformance with county health department recommendations. Staff who have a concern about the HVAC working properly in their space should immediately notify the Building

COVID-19 Safety Coordinator. The Building COVID-19 Safety Coordinator will provide a status update prior to the following work day and secure an alternative teaching or work space if the HVAC fails to comply with EPA and OSHA standards.

Communication with students and families:

- A. The District shall provide direction to employees, students, and families about not attending school or work if they have symptoms of COVID-19 with no underlying causes or if they have been directed to quarantine.
- B. Staff, along with students and their families, will receive communications from the Administration when conditions change in the District, when recommendations or requirements from the Snohomish Department of Health or OSPI require it, or as deemed necessary by the Superintendent and/or Board of Directors.

K-8 Remote Model

Remote Assignments

- A. The District determines the number of remote assignments needed based upon the number of students choosing remote learning, along with the needs at grade levels and subject matter.
- B. Determination of assignments will be based on the following criteria:
 - 1. First priority will be given to employees in the high risk category, as defined by the CDC with medical verification that the employee is high risk and is not able to return to the workplace with alternate accommodations, who have the appropriate endorsements and FTE.
 - 2. Second priority will be given to volunteers, based on the following order: endorsement, FTE, the greatest in-district seniority.
- C. If there are not enough volunteers to fill the number of remote assignments needed, the District will reassign in-person employees to the remote positions based on the following order: endorsement, FTE and the least in-district seniority. An employee who is re-assigned to the remote school will be considered an involuntary transfer and will have the protections afforded by the contract.
- D. If fewer remote assignments are needed than the number of individuals who are requesting a remote assignment following criteria in B. 1. above, the District will fill the assignments based on seniority.
- E. Any employee who is placed in a remote position for the 2021-22 school year shall be returned to their former positions or a similar position within their previously assigned building or department for 2022-23 staffing purposes. In the event reassignment, involuntary transfer, surplus or layoffs need to occur for the 2022-23 school year, these processes will occur during the normal staffing timeline during late winter and spring.

Staffing:

- A. Delivery of instruction or ESA services shall not be simultaneous/concurrent for remote and in-person students.
- B. Class sizes and trigger will follow the provisions of the 2017-22 Procedural Agreement.
- C. Employees assigned .6 FTE or more remote work will not be assigned supervisory duties. Employees assigned a combination of remote and in-person work (less than .6 FTE remote) can be assigned supervisory duties in proportion to their in-person schedule.

D. The K-8 remote school will be staffed with:

- Minimum of 1.0 counselor
- Elementary music, library*, and PE, as driven by the number of sections needed
- Title, LAP, EL, Special Education, and applicable ESA services, as driven by the needs of the students
- Special education service providers will follow the current staffing model and will be staffed based on the needs of the students. The exception to this will be the school psychologist who will be hired in addition to meet the counselor/psych needs of the remote setting.
- Library in the remote school is for instruction/planning time only. Students will have access to their home school for book check out via the 20-21 electronic reservation/pick up system. The librarians will not staff materials pick up at schools, unless assigned as part of their “up to 100 minutes” of supervisory duties per week.

Teaching/Work Space for Online Academy Staff

A. Online academy teachers (K-8, not eLearning) will be expected to teach on site, unless an accommodation allows for an alternative location.

- A teaching space with district internet will be provided at their 2020-21 location, to the extent possible. If not possible, the staff member will be provided with an alternate teaching space with internet elsewhere in the District. Every effort will be made to provide online academy teachers with a single-user teaching space. If single-user teaching space cannot be provided, and the space provided impedes the ability to teach and/or learn, the District and Association will meet to find a workable solution.
- Every effort will be made to store classroom materials that are not needed by the online academy teacher at their 2020-21 location. Alternate District spaces may be used, if needed. Current contract language regarding moves shall apply.
- Staff will have access to the needed technology, copiers, etc. at their assigned sites.
- Employees in the online academy are responsible for preparing materials if applicable for distribution to individual students every two weeks, based on the schedule designated by the District.
- Remote teachers will be provided a laptop and other equipment that are part of the standard teacher tech station (document camera, projector, docking station). If a teacher wants a second monitor, one will be provided upon request. Additionally, headphone and microphone will be provided upon request to staff not provided single-user teaching spaces.
- Remote teachers will be provided the instructional materials necessary to teach their assigned grades or subject areas. This will include any district-provided equipment that is necessary to teach the required content (e.g., demonstration materials/equipment needed for science instruction).

B. If a certificated staff member’s teaching space is required for serving lunches, the building administrator will work with the staff member to identify another space for the staff member’s duty-free lunch.

- C. All District and building professional development and staff meetings will be held virtually through November of 2021. By October 1, the District will review state and local guidelines to determine whether large group meetings and trainings should continue to be held virtually. Prior to making any changes from virtual to in-person meetings, the District and Association will meet to discuss any impacts of the decision.

Kindergarten - 6th Grade Remote Instructional Model

- A. Time within the contract day will be allocated according to the current 2017-22 Procedural Agreement.
- The employee contract day will be 7:40 – 3:30.
 - The student full day will consist of:
 - A minimum of 231 minutes of synchronous learning:
 - 30 minutes of specialist (a minimum of 21 minutes of specialist must be synchronous)
 - A minimum of 30 minutes of recess/breaks (at least one of which will be 15 minutes in length)
 - A maximum of 108 minutes of asynchronous learning
 - 30 minutes of lunch
 - The student half day schedule will consist of:
 - A minimum of 116 minutes of synchronous learning
 - A minimum of 30 minutes of specialist and/or recess/breaks (to provide for 30 minutes of teacher planning time)
 - A maximum of 54 minutes of asynchronous learning
 - Lunch
- B. Specialists, EL, Title/LAP, and Resource will have no more than 30% of instructional time provided asynchronously.
- C. Teachers will provide a full day's instruction, including learning activities for students' asynchronous learning time.
- D. The learning management system for K-2 will be Seesaw. The learning management system for 3-6 will be Canvas. The expectations for teaching remotely in the 2021-22 school year will be the same as they were in the 2020-21.
- E. Classroom teachers will take attendance before lunch and at the end of the day. Specialists will take attendance for each class. Attendance will be reported in Skyward by the end of the contract day.

7th - 8th Grade Remote Instructional Model

- A. Time within the contract day will be allocated according to the current 2017-22 Procedural Agreement.
- B. The employee contract day will be 7:40 – 3:30.
- C. Student day:

Time	Monday – Friday
8:00 - 9:10	1st Period + Advisory
9:15 - 10:05	2nd Period
10:10 - 11:00	3rd Period
11:00 - 11:30	Lunch
11:30 - 12:20	4th Period
12:25 - 1:35	5th Period
1:40 - 2:30	6th Period

- Students may take up to one of the following via eLearning: Electives, PE/Health, or a H.S. course for credit.
- D. Attendance will be taken for every period and reported in Skyward by the end of the contract day.

High School (Grades 9-12) Remote Instructional Model

- A. For the 2021-22 school year, Edmonds will utilize the existing Edmonds eLearning Academy to provide a remote option for students and families. Students wishing for a full remote learning experience will enroll as students with EeLA.
- B. To the extent possible, secondary staff assigned full time to eLearning will have dedicated work space at eLearning. If it is not possible for the District to provide space at eLearning, an alternate District location will be provided.

Calendar/Pay/Other

Calendar

- A. The Parties agree to the following provisions regarding the 2021-22 school calendar:
 - 183-day base contract and 5 designated supplemental days
 - An additional supplemental day, valued at 0.55% (1 day divided by 183 day contract) will be added at 7 hours of pay for all employees regardless of FTE; however, the 6th supplemental day will **NOT** be designated on the work calendar.
 - Half of the supplemental day (3.5 hours) will be designated as D/B for staff to complete the annual mandatory training through Safe Schools and/or other District platforms. The annual mandatory training will be available to staff no later than August 15, 2021.
 - Staff will choose when to complete the 3.5 hours of training during the designated time period set by the District; however, in order to receive compensation, the training must be completed by September 30, 2021.

- All certificated staff who complete the training by September 30 as verified by the District will receive the 3.5 hours of pay at per diem on the October pay warrant.
- For 1.0 FTE employees, the remaining 3.5 hours of the supplemental day will be added to the TRI schedule and designated as Individual time. No additional timekeeping will be required.
- For employees less than 1.0 FTE, the individual time will be prorated to match their FTE, and they will have the opportunity to submit a timesheet when worked for the difference between their FTE and 3.5 hours.
- 27 half days with time designated as follows:
 - 11 District/Building
 - 16 Individual

Compensation

A. The Parties agree to the following provisions regarding compensation for the 2021-22 school Calendar:

1. Regular Staff

- 2 percent + \$1250 applied to each cell of the salary schedule.
- 2 percent applied to all hourly rates, extra duty stipends, and department chair stipends.
- The testing coordinator extra-duty stipend will be increased to \$2,414.

2. Substitute Teachers

- Regular Daily substitute = \$200
- Intermediate Daily substitutes = \$220
- 75-Day substitutes = \$245
- Half days paid at 60% of full day rate at all 3 levels
- \$25/day additional pay on the Mondays/Fridays prior to or after school breaks and on the 5 additional “high usage” days determined by the District and EEA.
- Substitutes will begin the year at the pay rate they received at the beginning of the 2019-20 school year, unless they have subsequently moved to a higher rate since the 2019-20 school year.

\$400.00 Discretionary Funds Allocation

The Parties agree that in addition to the reimbursement form, employees will submit receipts for conference/workshop fees, as well as for the purchase of classroom materials, equipment, and supplies.

LMS

- In-person employees will use their professional discretion when determining how or if to use an LMS in their grade levels/content areas. If they use an LMS, it will be Canvas or Seesaw.
- eLearning will use Edgenuity.

BCBAs

The parties agree to review the BCBA’s job description and role in the District in the open bargain of 2022. Until then, BCBAs will continue to perform their current job duties, and Student Services will continue to supervise and direct their work and work location(s) consistent with all ESA assignments.

Agreed to on this 29th day of June, 2021.

FOR THE ASSOCIATION:

FOR THE DISTRICT:
