

**Memorandum of Understanding
between
Mercer Island Education Association ("MIEA")
and
Mercer Island School District ("District")**

Regarding

**Returning Students in Hybrid Model &
Commitment to Ongoing Secondary Negotiations**

The District is presently serving many in-person students receiving special education, students who qualify as at risk or furthest from educational justice, and its Kindergarten and 1st graders.

The work impacts of expanding in-person learning and bringing more adults and students into schools during the pandemic are a mandatory subject of bargaining. Given this, in pursuit of a continued partnership with MIEA and consistent with commitments that have been made in the past, the Parties agree as follows:

Health and Safety Metrics for Expanding In-Person Learning/Returning Grade Level Band(s)

MISD and MIEA understand the importance of implementing a cautious, phased-in approach to in-person learning. To allow for a safe expansion of in-person education in grades 2-5, the Parties will follow the applicable Department of Health guidance, currently the December 16, 2020, [Washington State Department of Health “K-12 In-Person Learning Provisions Toolkit”](#) (“DOH guidance”). Returning students or a grade level band into schools is referred to in the DOH guidance as “expanding access to in-person learning.” The Parties agree to review and discuss updates or revisions, if any, made to the current DOH Guidance and assess whether any revisions to this Agreement are appropriate. Before returning a grade band to in-person in a hybrid model, the District will ensure that it has used the metrics identified in the then applicable Department of Health guidance as the **primary consideration** to inform the District’s decisions on further expansion of in-person learning, to the extent these metrics have been maintained and updated. If metrics have not been updated/maintained, the District will work directly with the King County Department of Health (“DOH”) in making its decision.

At this time, the metrics in the [DOH guidance](#) are:

- **Number of Cases/100k/14 days** – *Total number of cases for the last fourteen (14) days per 100,000 King County residents.* The DOH Guidance places case rates into High, Moderate and Low COVID-19 Activity Levels.
- **Trends in case rates** – *Is the outbreak growing, shrinking or stable? (Effective reproduction (Re) number)*

- **Trends in hospitalizations** – *Rate of hospitalization per 100,000 King County residents in the past fourteen (14) days compared to the prior fourteen (14) days.*
- **King County Test Positivity** – *Total positive cases as a percent of total tests, as reported on the COVID-19 Data Daily Dashboard.*
- **Other health and education risks and benefits to children and their families.**

These metrics are currently published for [King County Washington on its Key Indicators of COVID-19 Activity in King County page](#). Test positivity metrics are currently published for King County Washington on a [Daily COVID-19 Outbreak Summary Page](#).

That guidance further provides that, across all COVID-19 Activity Levels (High, Moderate and Low):

1. **Conditions for expanding access to in-person learning:** are when trends in cases and hospitalizations are flat or decreasing, and the school can demonstrate the ability to limit transmission in the school environment.
 - The indicator of whether case trends are flat or decreasing will be the R(e) number (see above), as reported by King County Public Health “Key Indicators for COVID-19” for King County.
 - The indicator of whether hospitalization trends are flat or decreasing will be as reported by King County Public Health “Key Indicators for COVID-19” for King County (see above).
 - The indicator of the DOH, “[d]emonstrated ability to limit transmission within the school environment” will be determined by either the King County-Seattle Department of Health or the District’s safety team on advice of its lead COVID-19 nurse(s) and DOH. In the event of an [outbreak](#) at a school site, the District’s safety team *will* convene to determine the implications of an outbreak *before* any further expansion. A COVID-19 outbreak is defined in the [K-12 Schools 2020-21 Guidance](#), page 16, as:
 - There are two or more laboratory-positive (PCR or antigen) COVID-19 cases among students or staff.
 - The cases have a symptom onset within a 14-day period of each other.
 - The cases are epidemiologically linked*.
 - The cases do not share a household.
 - The cases are not identified as close contacts of each other in another setting during the investigation.

*“Epidemiological links” and “epidemiologically linked” cases will be determined through contact tracing conducted by Seattle/King County Public Health and/or the District’s COVID Lead according to Seattle/King County Public Health contact tracing guidelines and/or definitions.

2. **Conditions for pausing expansion of additional in-person learning:** When trends are increasing, pause expansion of additional in-person learning and maintain access to in-person learning for those who have it. Schools are not required to reduce in-person learning or revert to remote learning based on metrics if the school can demonstrate the ability to limit transmission in the school environment. See [DOH Guidance](#) at 8, orange box.
3. **At any COVID-19 level:** Transition temporarily to red remote full distance learning for 14 days when school meets criteria in [DOH’s K-12 Health and Safety Guidance](#) (p 16) or on recommendation of the local health officer. Conditions for transitioning to full distance learning for fourteen (14) days are when a school experiences an outbreak as defined above. See [DOH Guidance](#) at 8, orange box.

Target Timeline

In addition to the metrics above, the District agrees to returning staff and students to the building consistent with the target timelines below. The District agrees to not accelerate this timeline. However, the District reserves the rights to delay the return of a grade band because to return students at the identified time would be inconsistent with the Department of Health guidance. The delayed return dates must meet the following criteria if the delay is related to COVID-19 activity, which honor the framework of the target timeline below: a portion of middle school is in-person before high school; no more than two (2) grade bands returning at a time; ten (10) working days **before** expanding to the next grade level in the same building. If a delay is unrelated to COVID-19 activity, the MIEA President & Executive Director HR will meet to discuss if an adjustment to the timeline should be made.

MIEA reserves the right to bargain the impact of any changes to the target timelines/dates below, for whatever reason such change may be proposed, and in such a case, the Parties will complete negotiations in good faith.

In-Person Hybrid Student Return Target Timeline		
Grades In-Person	Staff Training Target Dates*	Student Return
2nd-3rd	Feb. 4-5	Feb. 8
4th-5th	Feb. 25-26	Mar. 1
6th	Mar. 11-12	Mar. 15 (all IMS move to new schedule)

7th-8th	Mar. 11-12	Mar. 29
9th & 12th	Mar. 18-19	Mar. 22 (all MIHS move to new schedule)
10th-11th	Mar. 18-19	April 15

* During these target timeline/dates, students access asynchronous lessons/educational opportunities created by their educator(s).

Vaccination

The District is actively pursuing opportunities for partnerships that would make it easier and/or accelerate the time frame for staff to access the COVID-19 vaccination. The District shall continue in its efforts until all represented staff, especially BIPOC staff who are disproportionately affected by this virus, are eligible for and have access to the vaccination.

The District will support staff in accessing the vaccine consistent with the [DOH vaccine schedule](#). This support shall include:

- Allowing staff to attend a COVID-19 vaccination appointment during work hours without having to take leave. Such staff shall enter their absence in Frontline and notify their supervisor prior to attending the appointment
- Enabling, to the maximum extent possible, a staff member to leave by covering a staff member's job function should a vaccination opportunity be opened up unexpectedly;
- Communicating to staff their vaccination eligibility status, to the extent known by the District; and
- Continuing to pursue partnerships to facilitate and expedite employee access to vaccinations.

If the District has any control regarding populating a vaccination appointment, the District shall prioritize staff members already in-person and working in a medium or higher risk category.

Health Protocols

The District will continue to follow the guidance promulgated by the Washington Department of Health, [Seattle-King County Department of Health](#), the [Center of Disease Control & Prevention \(CDC\)](#), [Washington Department of Labor & Industries](#), and any health-related proclamations from the Governor. For the duration of the 2020-21 academic year, each site will continue to operate their site-specific COVID-19 safety teams. The District will also continue to operate a District-Level COVID-19 Safety Team on which the MIEA President or designee shall serve.

The District shall continue to maintain and update its [COVID-19 Response Plan](#) with any updates from the DOH, L&I, and CDC, which the Parties have already agreed shall govern the health and safety protocols staff and students must follow.

The District shall continue to work closely with the Washington Department of Health and [Seattle-King County Department of Health](#) will adhere to the guidance given by these health experts regarding the closure and/or continued operation of a school site should there be a COVID-19 infection linked to a school site.

K-12 Educator Work Location

The Parties recognize that limiting the number of people in the buildings impacts the transmission of COVID-19, and the Parties share a common interest in bringing back in-person only those employees needed to do in-person work. With this in mind:

Educators who are not responsible for directly supporting a student or students in-person and who want to discuss the location of their assignment will work with their principal/supervisor and HR to determine if alternative locations are viable. Educator requests will be given every reasonable consideration.

K-12 Educator Work Location: Remote Days or Periods

During the remote day at secondary schools or during the remote educational block at elementary, educators may work from the location of their choice so long as they are able to fulfill their job duties.

Elementary Hybrid Preparation

Elementary educators are the first to be returning to an in-person hybrid model. Elementary educators who are or will be teaching in hybrid will be given five (5) final instructional blocks, which is from 1:20-2:00 after hybrid begins, to teach completely asynchronously. The educator may schedule these end-of-day blocks at their discretion (e.g. before or after they begin teaching in hybrid). This asynchronous time is being afforded so that these educators can participate in training and get support with new technology, collaborate with others on instructional practices, etc. The educator is responsible for communicating with their administrator/evaluator and their families when the students will be having asynchronous blocks.

Second through Fifth (2-5) Grade Teacher Professional Discretion – Instructional Block

A flexible instructional block will occur from 1:20-2:00pm and may incorporate synchronous and/or asynchronous learning, at the discretion of the educator. Student attendance during this instructional block will be taken by the teacher. The Parties will revisit this provision in four (4) weeks.

Specialist Contact Time

Elementary specialists who are serving as co-teachers during hybrid learning will do so for three (3) hours of the instructional day, consistent with the Parties' "[2020 COVID-19 MOU](#)."

Staff Meetings and Training Locations

Remote access will be made available for all staff meetings and professional development opportunities/trainings that are offered inside of a building. Staff meetings and professional development/trainings offered outside of a building do not require remote access opportunities. If a training/professional development opportunity or staff meeting is conducted outside of buildings and in-person attendance is required, social distancing must be maintained, and all other health protocols followed.

Technology Hours

All certificated staff who participated in the August Instructional Technology training, and those excused from the training because they were involved in MIEA/MISD bargaining, will receive credit for all technology requirements outlined in the current contract. There will be no expectation of additional documentation or tracking of hours. Any certificated staff who did not participate in the August Instructional Technology training will need to submit verification of completion of the required training hours from August to receive their full technology supplemental.

All classified staff can claim three (3) technology hours for the additional time they are spending and will spend learning how to use the technology required to support hybrid learning and hybrid learners. Such staff will still have to submit the appropriate time-card/payroll record to facilitate the payment of these hours.

MAPL Hours

Any certificated staff member who normally would have the opportunity to earn and has not already completed their MAPL hours, as of February 3, 2021, may claim up to fifteen (15) MAPL hours deemed done. Such educators cannot claim more than fifteen (15) hours in total for the 2020/21 school year. Educators who have already completed their MAPL hours as of February 3, 2021 may time-card, at the per diem rate, up to one (1) day above their allocated MAPL hours, on a pro-rata basis, in consideration of the time they will likely spend learning new skills. Such educators cannot claim more than twenty-two and a half (22.5) MAPL hours in total for the 2020/21 school year.

Spring-Break Travel: Request to Families and Staff

The District will request that all staff and students travelling outside of the state over school breaks obtain a negative COVID-19 test before returning to school or self-quarantine. If a staff member determines that they should self-quarantine because of voluntary travel, they will have

to take unpaid leave. A sample of the content the letter sent to families and staff is outlined below. The Assistant Superintendent and nurses will collaborate to create the final version.

Dear Mercer Island Families, Staff, and Community,

We are approaching the mid-winter break (February 15-19)/spring break (April 5-9), a time when families and staff typically travel near and far. The Mercer Island School District recommends our staff and families adhere to the advisories issued by state and federal leaders (see below). However, the District will not mandate staff or students to quarantine or limit participation in school unless the quarantine is mandatory and not recommended. As a public school district, we believe traveling or leaving Washington is not a reason to deny a student access to their education or a staff member from working. However, it is important to reiterate that we will follow all of the health and safety mandates when determining whether a person is healthy enough to enter one of our schools. Not following the advisories poses a potential health risk to us all.

COVID-19 Travel Advisory issued on November 13, 2020: recommends a 14-day quarantine for non-essential interstate and international travel and asking residents to stay close to home.

Proclamation 20-83 issued on December 21, 2020: prohibits any individual who has been present within the prior 14 days in any country where the SARS-CoV-2 variant 501Y.V is circulating, as listed on [WA DOH's website](#), including, but not limited to, the United Kingdom and South Africa, from entering or being present in the State of Washington unless they quarantine until fourteen days (14) after arriving in the State of Washington.

President Biden's Proclamation of January 25, 2021: prohibits noncitizens who were physically present within the Republic of South Africa, the Schengen Area, the United Kingdom (excluding overseas territories outside of Europe), the Republic of Ireland, and the Federative Republic of Brazil during the 14-day period preceding their entry or attempted from entering into the United States. President Biden's proclamation contains a list of exempt persons including, but not limited to, any lawful permanent resident of the United States and any noncitizen national of the United States and certain relatives.

Evaluation

Unless OSPI or the state requires otherwise, non-provisional 3 educators who are implementing a hybrid instructional model and who are not on plans of support or improvement will be given the option to use their 2020-21 rating at the point of moving to hybrid, if available, as their summative for the 2020-21 year or, in the alternative, use their 2019-20 summative evaluation score, if available, as their summative score for 2020/21.

Provisional 3 educators implementing hybrid will continue to be evaluated as agreed at the start of the year without change.

Visitors and Volunteers

In the interest of safety and reducing the risk of transmission of the virus, volunteers will not be allowed during hybrid. The Parties will revisit the issue of visitors and volunteers in four (4) weeks. Individuals/visitors conducting routine deliveries and other business necessary for the functioning of the school (e.g. members of the fire department checking the alarm system or a person conducting a necessary facilities repair) are exempt from this provision assuming all health and safety protocols and mitigation is followed and enforced (social distancing, masks, etc.).

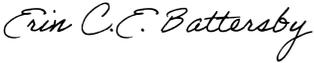
Agreement on Appropriateness of Future Negotiations

The Parties agree that there are likely to be impacts on working conditions that have not yet been identified. For issues which are unanticipated or require additional information unavailable to us at the time this MOU was negotiated, the Parties agree to continue conversations to determine the best solutions to problems as they arise, and periodically thereafter to discuss issues left to be considered or issues which have arisen since the last time the teams met.

Agreement on Negotiations for Secondary Hybrid

In addition, the team which developed this MOU, or a subset thereof, will reconvene to address secondary issues related to hybrid, and will meet periodically thereafter to discuss secondary issues left to be considered or issues which have arisen since the last time the teams met.

This agreement is non-precedent setting and will sunset on 8/10/2021.

 <u>Donna Colosky (Feb 7, 2021 11:29 PST)</u>	Feb 7, 2021	 <u>Sally Loeser</u>	Feb 7, 2021
Donna Colosky MISD Superintendent	date	Sally Loeser MIEA President	date
 <u>Erin C. E. Battersby</u>	Feb 7, 2021	 <u>Alyssa Mitchell (Feb 7, 2021 11:30 PST)</u>	Feb 7, 2021
Erin C. E. Battersby District Representative	date	Alyssa Mitchell MIEA Representative	date
		 <u>Creighton Laughary</u>	Feb 7, 2021
		Creighton Laughary MIEA Representative	date