

The Memorandum of Agreement
between the
Marysville Education Association
and the
Marysville School District

Ongoing Health and Safety COVID 19 Guidelines for the 2021-22 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 follow the updated guidance and requirements and bargain any impacts associated with the new guidance or requirements. New guidance will be discussed prior to implementation, and any impacts will be negotiated.

1. Face Coverings

Face coverings are required for all students and staff who are indoors. Face coverings are required for staff when outdoors when students are present.

- a. All staff and students (age 3+) must wear masks indoors.
- b. District to provide appropriate masks required by job classification to students and staff upon request or as needed.
- c. Fully vaccinated staff may remove their mask when students are not present and alone in their workspace with the door closed.
- d. Medically fragile, SLP, will have to have a doctor's note and decision from the IEP team to decide what type of accommodations should be made for that student.

2. Physical distancing:

Physical distancing of three (3) feet is required within classrooms and six (6) feet of physical distance during meals and within 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 provide additional layers of prevention to reduce the risk of disease transmission. This could include requiring further improved ventilation, conducting screening testing of students and staff, etc.
- b. The District will follow regulations set by L&I that still requires physical distancing of 6 feet for employees in K-12 schools. (p 10, [DOSH Directive 1.70](#)).
- c. Staff must maintain six (6) feet distancing when eating lunch and/or in the staff lounge.

3. Meals

[Modifying School Spaces During Mealtimes to Reduce Spread of COVID-19 \(cdc.gov\)](#)

- a. Students must maintain six (6) feet of social distance while eating lunch to the greatest extent possible. If six (6) feet cannot be maintained, the District will implement other mitigating precautions such as additional air circulation, plexiglass dividers and/or staggered seating.
- b. District provide paper bags or other container for student masks during lunch.
- c. Students must wash hands or sanitize hands after removing mask and after eating.
- d. Clearly marked ENTER and EXIT doors (one way traffic pattern).
- e. Clearly marked walking pathways within lunchroom or other eating spaces.
- f. Maintain 6 feet of distancing, no less, while getting meals and moving around the cafeteria or eating area.
- g. Seat students so all are facing in the same direction or seat students diagonally staggered.
- h. Provide outdoor seating, when possible, increase the number of lunch periods and increase the number of locations where students are able to eat meals.
- i. Ensure ventilation system pulling in fresh air and/or open doors/windows.
- j. In order to decrease the chance of transmission, the District shall place plexiglass barriers between students seated at tables or put other mitigants in place such as, increased air ventilation or staggered seating.
- k. There will be no meals or snacks served in the classroom with the exception of Liberty and QuilCeda Tulalip Elementary who may serve breakfast in the classroom only for the purpose of the *Breakfast After the Bell Program*.
- l. No certificated staff will be required to supervise meals with the exception of Liberty and QuilCeda Tulalip Elementary, certificated staff who will be required to participate in *Breakfast After the Bell*.

4. Breakfast After the Bell

- a. Educators located at Liberty and QuilCeda Tulalip Elementary schools who choose to have breakfast in the classroom will have the following mitigating precautions in place:
 - i. Additional Hepa filter, as available
 - ii. Plastic dividers
 - iii. Classroom doors to outside will remain open
 - iv. Students sanitize their desks after eating
- b. The District will provide a space for educators who do not feel comfortable having breakfast in their classroom, additional spaces may include:
 - i. Gym
 - ii. Cafeteria
 - iii. Outdoor Tent
 - iv. Covered outdoor areas

5. HVAC Basic Requirements

- a. Prior to first day of instruction, the District will ensure that all impacted classrooms' 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 between spaces.

- b. Minimally, HVAC systems will be set to maximize the percentage of new/outside air while running. MERV-13 filters will be installed and shall be replaced prior to the end of their expected life.
- c. A random sample air quality report shall be conducted by the District for a building each time the filters are replaced. 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, the employee will be provided a portable air exchanging device (portable HEPA filtration unit) or an alternate work location.
- d. Bring Outside air continuously from two hours prior to occupancy and for two hours after occupancy, including while cleaning and disinfection is occurring.
- e. The District shall provide up to date information regarding the HVAC systems to the Association, as described above.

6. **Hand Washing and Hand Sanitizing**

The District will provide touchless hand sanitizing stations in every classroom/workspace. Each individual student will have their own personal package of sanitizing wipes to use at their discretion.

- a. Hand washing or hand sanitation will take place before and after eating.
- b. Hand washing or hand sanitation will take place when arriving in classroom and before leaving classroom.
- c. 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 approved EPA cleaning solution.

7. **Classroom and School Cleaning**

- a. The District shall provide custodial support to disinfect surfaces used by students and cleaning for high-touch surfaces. High touch cleaning and thorough disinfection will take place daily after students and staff leave for the day.
- b. The focus on high touch cleaning: door handles and knobs, light switches, hand railings, elevator buttons, desks, kitchens and lunchrooms, counter tops, health rooms, front desk and lobby surfaces, and childcare and preschool centers.
- c. A cleaning/disinfecting indicator will be used daily at each workspace. The District will provide a cleaning and disinfecting log outside staff restrooms.
- d. In individual building plans, a space shall be provided to staff when cleaning/disinfecting is taking place in their classrooms.

8. **Building Safety Committees**

- a. Building Safety Committee rules and processes shall remain consistent with the MoA between the Marysville School District and the Marysville Education Association ***Hybrid In-person Instruction: Health and Safety Protocols for use during Hybrid In-person Instruction- Safety Committee, Health and Safety Training, Training Requirements and The Training Required Shall Include.***
- b. MEA Building Health and Safety Reps

- i. The COVID Supervisor will work with the MEA Building Safety Committee Reps, as part of the Building Safety Committee, to ensure adherence to all health and safety protocols and requirements within the buildings. This team will work together to increase knowledge of what Labor and Industries health and safety guidance mandates in each building.
- ii. Two MEA members per school will serve on this team and be compensated at the current curriculum rate of pay. Selection of the two (2) MEA members will be facilitated by the MEA Building Reps. One MEA team member per building will attend the district wide safety committee meetings.
- iii. If the Safety Committee Representative has already been selected, that representative shall stay on the Building Safety Committee, and be the District Representative at the district wide safety committee meetings.

9. 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.

10. COVID-19 Testing

- a. The District will ensure access to diagnostic testing for students exhibiting symptoms or when the District has knowledge that a student has had close contact with someone that has been diagnosed with COVID-19. This can be done at the school, at a centralized site for the district, and/or in a partnership.
- b. Screening testing will be offered to students, who have not been fully vaccinated as part of Return to Learn, when community transmission is at moderate, substantial, or high levels as defined by CDC's matrix (Table 1).
- c. Extra- curricular programs should test at least once per week but should consider increasing the frequency of testing to twice per week if levels of community transmission are trending up and/or remaining higher. Screening programs for students/staff are not required except as indicated below for high-contact indoor sports.

11. Close contact

- a. Generally, 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.
- b. **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.

12. 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 contact 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.
- d. **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.

13. Student Behavior Supports

Each school will review/revise their building behavior support plan to include additional guidance for in-person instruction, given the current conditions and requirements due to COVID. These plans should be reviewed/revise through a collaborative process with educators, and will address at a minimum the following issues:

- a. Escort and safe location for a student who is removed from the classroom.
- b. 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.
- c. Procedure to use when a student refuses to wear a face covering (after appropriate mask wearing instruction and reminders).
- d. Procedures and prevention techniques to be used with students who may elope.
- e. Any other necessary behavior supports.
- f. Students sent to the office for not wearing a mask or not wearing mask properly will be treated as a health-related issue and is not considered a classroom exclusion.

14. Assigning work when students are quarantined

a. Individual Student Quarantine

When individual students are required to quarantine, educators will treat this absence as a regular absence from school and assign work accordingly.

b. Whole Class/Whole School Closure

In the event a classroom or a school is required to move to distance learning due to a COVID-19 exposure or outbreak, students will participate in the first school day of the quarantine asynchronously. After the first day, teachers will provide remote work to their students as appropriate and as professional responsibility dictates.

a. Serving Quarantined Students with Special Services

- i. Case managers will be notified when students on their caseload are quarantined.
- ii. The District shall suspend in-person OT, PT, SLP services while students are quarantined. If remote services are possible, services will shift to remote while students are quarantined.

b. Communication

The COVID Supervisor or administrative designee 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.

15. Assignments, Vacancies and Transfer: Right to Return to Original Position

Any employee who has been transferred or reassigned in order to accommodate the unique challenges presented by COVID, shall be returned to their original position at the conclusion of the 2021-22 school year.

16. Meetings

- a. The frequency of meetings shall not exceed what is described within the current Collective Bargaining Agreement.
- b. All District professional development and staff meetings will have a zoom option for those individuals who want it. Individuals who zoom will need to zoom from their worksite/building.

17. Elementary Soft Start

To build relationships with students/families, for the first three days elementary staff will conduct conferences with families. The District will assist, if needed in scheduling conferences. Conference scheduling will take place during building-directed time. 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. Parent conferences held 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.

18. 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, an IEP meeting requirement, a 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.

19. Employee Accommodations

- a.—Should an employee need to isolate or quarantine due to a worksite COVID-19 exposure or infection during the employee’s workday, as confirmed by DOH contract tracing, the employee will be provided with District COVID 19 leave for up to three (3) days per incident.

In the event contact tracing determines the infection occurred outside the workplace, the District reserves the right to withdraw its grant of the three (3) of COVID 19 leave days and to require the employee to use their own accrued leave or shared leave.

In the event an employee has exhausted all their accumulated sick leave the employee may ~~will~~ be considered for additional paid leave in increments determined by the Human Resources administrator.

- ~~b.~~—The Health Emergency Labor Standards Act (HELSEA) defines Educators as front-line workers. The District will follow all requirements under HELSA (Health Emergency Labor Standards Act (ESSB 5115). The employee may apply for workers compensation through Labor and Industries (L&I) pursuant to the Health Emergency Labor Standards Act (HELSEA). 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).
- c. Upon District approval, 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. 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.
- e. Any employee who is deemed at “high risk” for COVID-19 will have access to all available leave; provided that an alternative work arrangement is not feasible and provided that all leave is requested and accessed in accordance with District policies and procedures. An At-Risk employee is defined as: *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.*

20. COVID Vaccine Leave

Employees shall be granted (1) day of paid “vaccine leave” to use on the day after, they receive the final dose of the one/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 the final dose.

21. On-going review

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.

22. *Duration of MOA*

This Memorandum of Agreement shall be in effect for the 2021-2022 school year.