

**Memorandum of
Understanding between the
Issaquah School District and
Issaquah Paraprofessionals
(Service Employees International Union, Local 925)**

The Issaquah School District began the 2020-21 school year using a fully remote model of instruction for all students. As we now look to providing in-person services to those students furthest away from educational equity, the parties acknowledge the importance of providing services that best fit the individual needs of our students while prioritizing the health and safety of our students, staff and community.

The following *Memorandum of Understanding* is made and entered into between the Issaquah School District and the Service Employees International Union, Local 925 concerning the reopening of schools for the 2020-2021 school year under the guidance provided by Washington State Governor Inslee due to COVID-19 and is subject to the following:

1. The District will follow public health and safety requirements and guidelines including those established by the Department of Health (DOH), Labor and Industry (L&I), and K-12 Fall Health and Safety Guidance. Staff will receive training on these guidelines, requirements and applicable practices in advance of starting their in-person assignment.
2. The District, in accordance with DOH, OSHA, L&I and/or other applicable requirements and guidelines, will limit the number of students and staff that can be safely assigned in a classroom or workspace.
3. The District will provide PPE per CDC guidelines, including two reusable cloth face masks for all employees. A face shield is available upon request. The District will provide all other required by DOH, L&I and/or OSHA for the employee's job responsibilities, working conditions and circumstances, including when staff members share a classroom or instructional/office space. Staff may request additional PPE (goggles, non-surgical N95 masks, Plexiglas, or other appropriate barrier, etc.) through their COVID Supervisor based on their assignment, which includes sharing a classroom and/or office space.
4. Paraprofessionals working in-person in an ECE, LRC II or ACT program will receive a Special Education Standard Personal Protective Equipment (PPE) Kit from the District. A "Special Education Standard PPE Kit" will include a durable face shield and two (2) reusable cloth face coverings. This will also be provided to Paraprofessionals working in an LRC I program in accordance with L&I requirements and based on their assigned students and responsibilities. Disposable nitrile gloves and disposable face masks will be supplied to each building program and replenished on a regular basis. Nonsurgical N-95 masks will be provided in accordance with L&I requirements, as well as to any paraprofessional working in-person in an ECE, LRC II or ACT program. Paraprofessionals working in an LRC I program will be provided nonsurgical N-95 masks in accordance with L&I requirements and based on their assigned students and responsibilities. Should the District foresee a potential supply issue for any PPE, the District will notify the Union President.

5. The District will inform paraprofessionals of more specialized PPE that staff may be provided depending on the circumstances of their assigned students and responsibilities (including but not limited to nonsurgical N-95 masks, disposable gowns, disposable shoe coverings, and goggles).
6. The parties will continue to follow all current health and safety guidelines in ensuring the health and safety of staff and students. This includes, but is not limited to temperature checks and attestations prior to accessing district buildings, physical distancing guidelines, and appropriate sanitation practices.
7. In order to meet the unique and varied needs of the 2020-2021 school year, paraprofessional work responsibilities may be expanded beyond the current job description/s and may include one or more of the duties outlined in *Appendix A - Expanded Paraprofessional Responsibilities*.
8. If an employee needs access to technology or internet to carry out their assigned responsibilities, they will be provided space in their assigned building to complete their work. Employees that meet one or more of the higher risk criteria and are assigned an alternative work assignment that includes remote instructional support may request a laptop from the District.
9. Information about positive COVID-19 cases, in buildings where bargaining unit members are assigned, will be communicated to the union president within twenty-four (24) hours from when the District is notified.
10. Quarantine rooms may be staffed by Health Room Specialist, only in the event that the COVID-19 Supervisor and the Nurse are not on site or reasonably available. If the Health Room Specialist is not on site, reasonably available or deemed high risk, a building paraprofessional may volunteer as an alternate to the quarantine room. If there are no volunteers, the least senior paraprofessional will be assigned as the isolation room alternate. Building paraprofessionals assigned to the isolation room will be paid the Health Room Specialist premium for the time spent staffing the isolation room to the nearest hour.
11. In order to support the vaccination of the essential employees, the District will release employees with pay who have scheduled vaccination appointments during their normal working hours. Employees must notify their supervisor as soon as reasonably possible. Employees who have scheduled appointments outside of the greater King County area will be granted release for no more than one half (1/2) of a day.
12. Employees with in-person assignments may choose their worksite for their remote portion of the day. Any and all transit time needs to be inclusive within their lunch or non-duty time. Mileage will not be paid.
13. The District and the Union agree that the paraprofessional role is an essential support function of our certificated teachers. OSPI defines the paraprofessional role as "... under the supervision of a certificated teacher with a special education endorsement or a certificated educational staff associate". OSPI also characterizes this relationship as a "paraprofessional works in close and frequent proximity with the teacher". The District and Union, for the purposes of reopening hybrid instruction, define proximity as certificated staff members in the building available to supervise and support a classroom. If the District is not able to staff certificated staff, in-person, relative to a regular pre-pandemic school day, in a particular building on February 11th and after paraprofessionals will continue their previous assignments until which time the District can properly staff

certificated teachers.

14. Quarantine, Isolation and Emergency Health Leave

For staff members who are directed to isolate and/or quarantine due to close contact in the workplace, remote work will be extended during the quarantine period. If the employee is not able to perform the work due to illness or there is no remote work available, the District will provide Emergency Health Leave. The use of this leave is limited to the workdays that fall into this quarantine period.

- a. Employee who are confirmed COVID-19 positive due to workplace exposure and are not able to work in person or remotely after the end of Emergency Health Leave period, the employee may access a pool of 75 days for bargaining unit members upon providing medical documentation stating a positive case and the inability to work in any capacity.

15. The District will comply with state and federal law unless otherwise indicated. COVID-19 presents unique health, family, disability and staffing challenges for the District and its employees. In the remote-only phase/model of ISDLIVE, paraprofessionals in some of the situations below may be able to perform their professional responsibilities and not be in need of a leave of absence. When that is not the case, the framework as described will be followed in order to provide clear, objective, and practical options for the District and the employees facing those challenges. In all cases, strict compliance by the District with all relevant health and safety rules and guidance will be essential, and in all cases, strict compliance with all relevant District safety and health rules will be an expectation of employees.

16. LEAVES

- a. **Employees with COVID-19/Suspected COVID-19:** Employees who have a confirmed/diagnosed case of COVID-19, or who are experiencing symptoms of COVID-19 and are seeking medical confirmation/diagnosis, may not come to work at a District work site, and may access any or all of the following benefits under the terms of the applicable provisions of the parties' collective bargaining agreement ("CBA") or law, as appropriate to their situation:
 - Engage in an interactive interview with the District to discuss a possible alternative assignment and/or alternative work site (see Section h below);
 - Illness, Injury, and Emergency Leave;
 - Personal Leave;
 - Shared leave;
 - Worker's compensation;
 - Family Medical Leave Act (unpaid leave except for continued health insurance benefits);
 - Unpaid leave of absence for the period of the temporary disabling condition;
 - Long-term disability benefits; and
 - Unemployment benefits.
- b. **Employees Quarantined Due to Possible Exposure to COVID-19:** Employees who have been advised by a public health agency to quarantine at home due to possible exposure to COVID-19 may not come to work at a District work site and may access any or all of the following benefits under the terms of the applicable provisions of the CBA or law, and as appropriate to their situation:

- Engage in an interactive interview with the District to discuss a possible alternative assignment and/or alternative work site (see Section h below);
 - Illness, Injury, and Emergency leave;
 - Personal Leave;
 - Worker's compensation;
 - Unpaid leave of absence for the period of the directed quarantine; and
 - Unemployment benefits.
- c. **Employees Caring for Someone with COVID-19/Suspected COVID-19:** Employees who are caring for a person (1) who is covered by applicable law or contract provision and (2) is subject to quarantine because that person has a confirmed/diagnosed case of COVID-19, or is experiencing symptoms of COVID-19 and is seeking medical confirmation/ diagnosis, may not come to work at a District work site. Employees may access any or all of the following benefits under the terms of the applicable provisions of the CBA or law, as appropriate to their situation, including, specifically, when the person in question is covered by the applicable contract provision and/or law:
- Engage in an interactive interview with the District to discuss a possible alternative assignment and/or alternative work site (see Section h below);
 - Illness, Injury, and Emergency leave;
 - Shared leave;
 - Personal Leave;
 - Family Medical Leave Act (unpaid leave except for continued health insurance benefits);
 - Unpaid leave of absence for the period of time the employee is directed to not come to work at a District work site; and
 - Unemployment benefits.
- d. **Higher/Increased Risk Employees: Employees who are or might be at higher risk/increased risk of severe illness or death from COVID-19 as that term is defined by the Governor's proclamation 20-46:** Employees may choose to come to work at a District work site when required by the employee's assignment or may access any or all of the following benefits under the terms of the applicable provisions of the CBA or law, as appropriate to their situation:
- Engage in an interactive interview with the District to discuss a possible alternative assignment and/or alternative work site (see h below);
 - Illness, Injury, and Emergency leave;
 - Personal leave;
 - Leave without Pay- Long Term for the 2020-21 school year; and
 - Unemployment benefits.
- e. **Higher/Increased Risk individuals in the Employee's Household:** Employees who themselves are not at higher risk/increased risk but have someone in the household who is at higher risk /increased risk of severe illness or death from COVID-19 as that term is defined by the Governor's proclamation 20-46 may choose to come to work at a District work site when required by the employee's assignment or may access any or all of the following benefits under the terms of the applicable provisions of the CBA, as appropriate to their situation:
- Engage in an interactive interview with the District to discuss a

- possible alternative assignment and/or alternative work site (see Section h below);
- Leave for illness, injury or emergency;
- Personal leave; and
- Leave without Pay- Long Term for the 2020-21 school year.

f. **Employees with Children Impacted by School or Childcare Closed or Unavailable:** An employee who needs leave because the employee is caring for a child whose school or place of care is closed (or child care provider is unavailable) for reasons related to COVID-19 may access any or all of the following benefits under the terms of the applicable provisions of the CBA or law, as appropriate to their situation:

- Engage in an interactive interview with the District to discuss a possible alternative assignment and/or alternative work site (see Section h below);
- Personal leave;
- Leave for illness, injury or emergency; and
- Leave without Pay - Long Term for the 2020-21 school year.

The District will offer placements in its "Before and After School Care ("BASC)" program during the workday to provide childcare options to employees with children enrolled in the District. Paraprofessionals will be offered a 25% cost discount.

g. **Employees Who Cannot or For Whom it is Inappropriate to Wear a Face Covering or Other Required PPE:** Upon presentation of appropriate documentation from the employee's health care provider and under the terms of the CBA or law, an employee whose assignment requires work at a District work site and who cannot wear a face covering shall be provided a face shield. An employee whose assignment requires work at a District work site and who cannot wear other personal protective equipment (PPE) required for the employee's assignment may choose to access any or all of the following benefits upon presentation of appropriate documentation from the employee's health care provider and under the terms of the CBA or law, as appropriate to their situation:

- Engage in an interactive interview with the District to discuss possible options for a safe exemption from face mask and/or PPE requirements, a possible alternative assignment and/or alternative work site (see Section h below);
- Leave for illness, injury or emergency;
- Personal leave;
- Leave without Pay- Long Term for the 2020-21 school year; and
- Other accommodations identified through the interactive process of the Americans with Disabilities Act (ADA).

h. **Alternative Work Assignments:** When an employee's assignment requires working at a District work site and the employee cannot, or chooses to not, work at a District work site, the Executive Director of Human Resources or designee will engage in an interactive interview to discuss and attempt to resolve the circumstances by assigning the employee to available work that can be provided in an alternative work site or alternative work assignment on the condition that the employee is qualified, prepared and willing to perform such work. When choosing from among multiple employees for the same

available assignment, the District will prioritize employees in the following order:

- Higher/ Increased risk employees;
- Employees with children impacted by School or Childcare Closed or Unavailable;
- Employees with a higher/ increased risk individual in the employee's household;

If two or more employees have equal priority under the conditions above, the employee who is currently working in the same program or assignment as being offered will be placed in the position. If two or more employees are currently working in the same program or assignment as being offered, the most senior employee will be placed in the position.

17. Rights and Protections of the Americans with Disabilities Act: An employee seeking accommodations under the ADA and/or WLAD retains these rights in addition to or independent of seeking other benefits noted herein.

18. Possible Limitations: All the contractual, insurance and statutory leave benefits referenced above have specific rules or external agencies that govern their application, and the terms of this MOU will be interpreted consistent with those rules and agencies. Some of the leave entitlements may require documentation from a health care provider.

The parties will continue to monitor the situation and the impact of COVID and reconvene as necessary to discuss in- person and/or hybrid learning, the parties will use the guidance and directives from local authorities including state government officials, the Department of Health, and the Office of the Superintendent of Public Instruction (OSPI). Subject to changes in working conditions related to the reopening of schools, the Union reserves the right to impact bargain, as always, the District and SEIU Union Local 925 will work together to ensure the health and safety of our students, staff and community.

This MOU will not be precedent setting and shall expire at the end of the 2020-21 school year.

For the District:



Jake Kuper, Chief Financial Officer

2/9/21
DATE

For the Service Employees International Union, Local 925:



Aaron Horton, SEIU 925 Organizer

2/9/21
DATE



Chrissy Richmond, Issaquah Paraprofessional Member Rep

2/9/2021
DATE

**Memorandum of Understanding
Between the
Issaquah School District
And
Issaquah Paraprofessionals
(Service Employees International Union, Local 925)**

The District and the Union agree to the following regarding the Washington State Paid Family Medical Leave Act:

Washington State Paid Family and Medical Leave. Effective at the signing of this MOU, the District and employee will be subject to the rights and responsibilities of the Paid Family and Medical Leave program (PFML) under the Washington State Family and Medical Leave and Insurance Act. Eligibility and use will be determined in accordance with the law.

This MOU will not be precedent setting and shall expire on August 31th, 2021.

For the District:



Jake Kuper, Chief Financial Officer

12-9-21
DATE

For the Service Employees International Union, Local 925:



Christine Richmond, Member Representative

2/9/2021
DATE



Aaron Horton, SEIU 925 Organizer

2/9/21
DATE