

**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.
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. 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.
4. 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).
5. 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.
6. 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*.
7. 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.
8. 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 ISD

LIVE, 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.

- 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});
 - Emergency Paid Sick Leave (EPSL) under the federal Families First Coronavirus Response Act (FFCRA) with supplementation up to the employee's regular daily salary by other paid leaves identified below if the employee's salary exceeds the statutory EPSL cap (\$511/day);
 - 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);
 - EPSL with supplementation up to the employee's regular daily salary by other paid leaves identified below if the employee's salary exceeds the statutory EPSL cap (\$511/day);
 - 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);
- EPSL with supplementation up to the employee's regular daily salary if the employee's salary exceeds the statutory EPSL cap (\$200/day) by other paid leaves identified 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 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);
- EPSL with supplementation up to the employee's regular daily salary by other paid leaves identified below if the employee's salary exceeds the statutory EPSL cap (\$511/day);
- 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 Individual 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);
- EPSL with supplementation up to the employee's regular daily salary if the employee's salary exceeds the statutory EPSL cap (\$200/day) by other paid leaves identified 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);
- EPSL with supplementation up to the employee's regular daily salary if the employee's salary exceeds the statutory EPSL cap (\$200/day) by other paid leaves identified below;
- Emergency Family and Medical Leave (EFML) under the FFCRA (partially unpaid, and partially paid at 2/3 regular wages up to a maximum of \$200/day); with possible supplementation up to the employee's regular daily salary by other paid leaves identified 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.

- i. **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.
- j. **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 leave entitlements within the FFCRA (both EPSLA and EFMLA) currently expire December 31, 2020, and the parties agree to meet prior to that date to reconsider whether the leave entitlements above will be amended. The parties agree to meet prior to the expiration of the Governor's order regarding "high risk employees" to address future guidance based on the actions or inactions of the Governor.

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). 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 on December 31, 2020.


For the District



Jake Kuper, Chief Financial Officer

10/12/2020
Date

For the Service Employees International Union, Local 925



Aaron Horton, SEIU 925 Organizer

10/12/2020
Date



Chrissy Richmond, Issaquah Paraprofessional Member Representative

10/12/2020
Date