

MEMORANDUM OF UNDERSTANDING
between the
ISSAQUAH SCHOOL DISTRICT
and the
WASHINGTON EDUCATION ASSOCIATION
for All Full-Time and Part-Time Nurses Employed in Non-Certificated Positions
Regarding Impacts of the COVID-19 Pandemic and
P-5 In-Person Hybrid Learning Model of the COVID-19 Pandemic
2020-2021 School Year

On January 26, 2001, the Public Employment Relations Commission certified the Washington Education Association (Association) as the legally authorized bargaining representative for all full-time and part-time nurses employed in non-certificated positions ("Educational Support Professional nurses" or "ESP nurses") by the Issaquah School District ("District"). District representatives, WEA representatives and ESP nurses met to discuss the expansion of in-person hybrid teaching and learning for P/5 students and impacts that could reasonably anticipated for ESP nurses at that time.

The District and the WEA ("the parties") recognize the challenges facing our community and schools during the Pandemic. Earlier this school year, a District-wide framework was created for providing Issaquah students "ISD LIVE" remote learning with the goal of transitioning, when and as appropriate, to in-person hybrid instruction while creating the ability to pivot between models if needed and as directed by our Superintendent, Governor, and/or our Health Department(s). With this Memorandum of Understanding, the District and the Association intend to memorialize the negotiated framework related to ESP nurses' responsibilities, leaves of absence, and other agreements reached at the P/5 phase of the expansion of in-person hybrid learning, and agree to the following related to the in-person hybrid expansion for P/5 students:

1. **Definitions:**

- A. The terms "King County Public Health" and "Seattle/King County Public Health, and reference to "PHSKC" are used synonymously.
- B. The terms, "in-person hybrid" and "in-person" are used synonymously herein unless clearly indicated otherwise.
- C. The terms, "nurses", "ESP nurses" and "employees" are used synonymously herein unless clearly indicated otherwise and refer to all full-time and part-time nurses employed in non-certificated positions, including "float nurses", unless clearly indicated otherwise.
- D. The terms "building", "worksite" and "site" refer to work locations including but not limited to those, such as Holly Street, that typically are not referred to as a "school".

2. **Systems Preparation and COVID Leads:** At each building, with the support and assistance of the District:

- A. The District or building administration has informed or will inform each ESP nurse, including each "float nurse", who the COVID Supervisor and backup COVID Supervisor is at the nurse's assigned building(s) no later than the nurse's first day of being assigned to that worksite.
- B. The COVID Supervisor or backup COVID Supervisor has provided or will provide the ESP nurse assigned to that building a copy of or access to the building COVID Mitigation Plan

no later than the nurse's first day of being assigned to that, and will promptly inform the nurse of any changes to the Plan.

- C. ESP Nurses have created or will create a "Sub Folder" or binder that will be at their school or worksite health room, or otherwise accessible for that site, that includes pertinent and critical information that a Float and/or Substitute nurse would need when covering that building. ESP nurses have reached out or will reach out to their building COVID Supervisor to request a copy of the building's COVID Mitigation Plan so that they may include important pieces in their sub folder (for example, isolation room protocols).
 - D. ESP nurses may be assigned some of the responsibilities of a COVID-19 Screening Lead or COVID-19 Isolation Supervisor, as outlined and suggested in the King County Schools COVID-19 Response Toolkit, with the understanding that certificated staff in certain specific positions have been identified as potentially being assigned some of these responsibilities, and that PBSES Coaches and Counselors will be assigned these responsibilities on an emergent basis. Training on assigned responsibilities has been or will be provided to the ESP nurse in advance of the nurse being asked to assume these responsibilities.
3. **Facilities Preparation:** At each school building and worksite, the COVID Supervisor, in coordination with the District, will:
- A. Maintain an Isolation Room for students or staff as required by Labor & Industries and DOH. The COVID Supervisor has provided or will provide no later than the nurse's first day of working at that worksite in person a document to the ESP nurse which includes the protocols for sending a student to the Isolation Room and for sending a student home if this information is not contained in the school's COVID Mitigation Plan.
 - B. Notify ESP nurses who will be sharing a workspace with another adult of the additional PPE that they may request or that the shared workspace circumstances may necessitate.
 - C. The District further commits to setting up instructional settings that comply with a minimum of six feet of physical distancing. A minimum of six (6) feet shall be used unless guidance or mandates from CDC, OSPI, L&I, and/or King County Public Health are changed, at which time the parties will meet to review the change and determine what if any revisions should be made to classroom set ups or class sizes; or if the above agencies determine that physical distancing is no longer required or advised.
4. **Health and Safety:** The parties acknowledge the importance of providing services that best fit the individual needs of our students and providing in-person services while prioritizing the health and safety of our students, staff and community.
- A. The District will follow public health and safety requirements and guidelines including those established by the Governor, Department of Health (DOH), Labor and Industry (L&I), Employer Health & Safety Requirements for School Scenarios, and K-12 Fall Health and Safety Guidance.
 - B. The District, in accordance with CDC, DOH, OSHA, L&I and/or other applicable requirements and guidelines will limit the number of students and staff that can be safely assigned to a workspace or area.
 - C. Personal Protective Equipment (PPE):

- i. Disposable nitrile gloves and disposable face masks will be supplied to each building program and replenished on a regular basis. N-95 masks will be provided in accordance with L&I requirements, as well as to any employee who requests one. If the District foresees a mask shortage, the District will contact the designated ESP nurse representative. Employees must wear either a face covering, face shield, or N-95 mask at work.
 - ii. The District has provided or will provide each employee two (2) reusable cloth face coverings. A face shield is available upon request.
 - iii. The District has provided and will continue to provide any other PPE required by DOH, L&I and/or OSHA for the employee's job responsibilities, working conditions and circumstances, including when staff members share office space or other workspace.
 - iv. The District will inform staff of more specialized PPE that staff may be provided depending on the circumstances of their assigned responsibilities (including but not limited to disposable gowns, disposable shoe coverings, and goggles). The District will provide such additional PPE in a timely and responsive manner to the employee.
 - v. The District will clearly communicate with employees the procedures and protocols for accessing additional PPE, and who in their building to contact if questions or concerns arise.
 - vi. The District will make providing supplies of replacement PPE a priority.
 - vii. The District will inform ESP nurses they are not responsible for ordering these materials, including supplies for the Isolation Room, but that they do continue to be responsible for ordering Health Room supplies, like in a typical (pre-COVID) school year.
- D. Cleaning and disinfecting by custodial staff, in addition to the daily cleaning schedule for the building, will take place, on high-touch points, for example, door handles, crash bars, sink knobs, and paper towel dispensers, as needed.
 - E. ESP nurses will not be responsible for cleaning and disinfecting when bodily fluids are involved.
 - F. Areas where an employee or student with suspected or confirmed COVID-19 illness was present, including but not limited to the Health Room or Isolation Room, will be cordoned off and cleaned and sanitized by custodial staff, following the cleaning guidelines set by the CDC.
 - G. Only designated and trained staff will interact with people showing symptoms of COVID-19. At least one designated, trained staff member will be available at all times during the workday in case there is a need to isolate a symptomatic employee or student. Deans and nurses may be assigned to perform this work; PBSFS Coaches and Counselors will be assigned these responsibilities on an emergent basis.
 - H. Staff and students showing COVID-19 symptoms and/or who have been in close contact with someone with confirmed COVID-19 will be isolated/quarantined in accordance with the King County Schools COVID-19 Response Toolkit.
 - I. Staff and students who display symptoms of COVID-19 while on campus will be sent to a designated isolation room until they can leave the building.

- J. Isolation Room (IR) or space varies depending on the layout and dimensions of the IR or space. The number of individuals in the isolation room will be limited by physical distancing guidelines.
 - K. To reduce the number of adults in buildings, as a safety measure, ESP nurses will be provided the option of attending meetings virtually (i.e. – via Zoom or Teams) rather than in person.
5. **Staff Training and Communication:** Since health and safety are critically important to our staff, students, and community, scientifically supported protocols and procedures will be in place and communicated in a clear and timely manner to ESP nurses.
- A. Prior to being assigned to work in-person, all ESP nurses have been or will be provided required remote training developed by the District. Training will cover District COVID mitigation protocols and building-specific COVID mitigation Plans. The remote training session(s), will include but not be limited to:
 - i. Maintaining physical distance, wearing appropriate PPE, frequent cleaning and handwashing, recognizing signs of COVID-19, what to do if someone develops signs of COVID-19, and who has authority to send a student or staff member home when they are ill and/or show signs of illness/COVID.
 - ii. Site specific training related to safety and system protocols.
 - B. Nurses covering an absence at another school shall be trained as set forth in Section 7. B, below.
6. **Student Safety and Expectations Related to COVID:** Safety procedures related to COVID will be developed, communicated, and maintained throughout the 2020-2021 school year. Flexibility will be in place if any such procedures need to be adjusted.
- A. The COVID Supervisor or backup COVID Supervisor has provided or will provide each ESP nurse with a list of students who are exempt from wearing a mask due to documented medical condition no later than the nurse's first day of being assigned to that worksite. The nurse will be informed of changes and updates to the list.
 - B. The COVID Supervisor will communicate to the ESP nurse no later than the nurse's first day of being assigned to that worksite building procedures when a student refuses to wear a mask at school.
 - C. All students and staff are required to complete an electronic attestation prior to entering a building. If a student arrives without a completed attestation, the student will not knowingly be allowed entry into the classroom until the attestation is completed through an interactive process involving the student and/or parent or guardian. The interactive process will occur while respecting physical distancing guidelines. If an ESP nurse is asked to engage with the student during this process, the nurse will be trained on these protocols in advance of being assigned to perform them and provided a face shield.
 - D. If a student refuses to wear a face covering, they will not be allowed entry to the classroom until an interactive process can happen to address the refusal and the issue is resolved such that the student wears a mask before being allowed to enter class. The interactive process will occur while respecting physical distancing guidelines. If an ESP

nurse is asked to engage in the interactive process with the student, the nurse will be trained in advance of being assigned to perform them and provided a face shield.

- E. It is the parties' intent to address students in a culturally responsive and supportive manner, and to assist students in understanding and following health and safety protocols and rules. Because face coverings are a required safety measure, instances of a student not wearing a face covering will be addressed promptly. Responses to student behaviors will be made on a case by case basis and take into consideration the student's age, disabilities (if any), and specific nature of the violation.
- F. The COVID Supervisor or building principal will be responsible for informing the ESP nurse of changes made, if any, to the building discipline/intervention plan.
- G. In the event a student willfully and knowingly violates safety protocols towards an ESP nurse in a manner that may cause harm (for example, purposefully removing a mask and coughing or sneezing on another individual), the building administrator or designee shall notify the parent or guardian and take other action as appropriate.
- H. Employees who allege their workplace is unsafe are encouraged to immediately report their concerns to their supervisor and/or their worksite safety committee. Such employees may in limited circumstances also have recourse through the Department of Labor & Industries under WAC 296-360-150.

7. ESP Nurse Assignments:

- A. State rules pertaining to Registered Nurses' responsibility to train, delegate tasks, and oversee other staff members will be followed.
- B. Absences: If the in-person school nurse is absent and health room coverage by an RN is deemed necessary by the Health Services Supervisor, although the school may be staffed with an HRS, the absence will be handled according to the following progression:
 - i. The District will assign a float nurse, if available, to cover for the absence of an ESP nurse working in-person.
 - ii. An ESP nurse may be asked to volunteer to temporarily cover a school due to an absence or other unforeseen situation.
 - iii. An agency nurse already working for the District may cover a school due to an absence or other unforeseen situation as set forth in the MOU in **Appendix C**.
 - iv. A nurse supervisor may temporarily cover a school due to an absence or other unforeseen situation when a float nurse is not available.
 - v. Any nurse assigned to cover another school will be trained in District COVID safety, mitigation and isolation room protocols by the building's COVID Supervisor or back up COVID Supervisor, and trained by one of the nurse Supervisors on medical complexities of any student in the newly assigned school prior to performing in-person services. The nurse supervisor will inform a nurse assigned to cover another school that they may request additional training from the nurse supervisor prior to work in that school, and at any time after starting.
- C. In order to staff elementary schools for the P/S expansion, in addition to staffing schools already providing in-person services, all ESP nurses were asked to participate in a Human Resources survey on in-person and remote work. The Executive Director of Human Resources or designee engaged in an interactive process with ESP nurses

- requesting a remote assignment, to discuss and assign the nurse, when possible, to a fully remote assignment. This process will be followed for ESP nurses hired in the 2020-21 school year after February 11, 2021, and if a nurse's situation changes.
- D. When choosing from among multiple employees for available remote assignments, the District will prioritize employees in the following order:
 1. Higher / Increased risk employees
 2. Employees with a higher / increased risk individual in the employee's household;
 3. Employees with children impacted by School or Childcare Closed or Unavailable;
 4. Employees who cannot or for whom it is inappropriate to wear a face covering, including a face shield, or other required PPE; and
 5. Employees who choose to not work at a district work site due to concern for safety/and or their health.
 - E. If two (2) or more employees have equal priority under the conditions above, the District will use District seniority to make the remote assignment.
 - F. ESP nurses assigned to work in-person will work at their assigned school when students are present. Nurses may choose their worksite after students are no longer present and on Wednesdays, which are fully remote days for students. Such assignments are referred to as "partially remote." Any travel time after students are no longer present, and on Wednesdays, is included in their lunch or non-duty time. Mileage will not be paid unless the nurse needs to travel to work onsite to her other assigned worksite.
 - G. The "Remote tasks for All Nurses" document (**Appendix A**) was provided to all ESP nurses. ESP nurses with fully remote assignments and those assigned to work onsite who choose to work partially remote should use this as a guide for remote work tasks. New hires will be provided this document prior to beginning work. Revisions to this document will be shared with the designated ESP nurse representative(s).
 - H. The "Remote Nursing Support" document (**Appendix B**) was provided to all ESP nurses to ensure clarity on expectations for building support. New hires will be provided this document prior to beginning work.
8. **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.
 9. **Leaves:** The purpose of this Section is to comply with state and federal law unless otherwise indicated, and to continue to follow leave provisions currently available to ESP nurses. COVID-19 presents unique health, family, disability and staffing challenges for the District and its employees. In some of the situations below (such as A and B), 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 below will be followed in order to provide clear, objective, and practical options for the District and the employee 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 applicable leave provisions currently available to ESP nurses or law, as appropriate to their situation:

1. Engage in an interactive process with the District to discuss a possible alternative assignment and/or alternative work site (see Section 7);
2. Illness, Injury, and Emergency Leave;
3. Personal Leave;
4. Shared leave;
5. Washington Paid Family Medical Leave (PFML);
6. Worker's compensation;
7. Family Medical Leave Act (unpaid leave except for continued health insurance benefits);
8. Unpaid leave of absence for the period of the temporary disabling condition;
9. Long-term disability benefits; and
10. Unemployment benefits.

After accessing the above benefits that may apply to their situation, if an employee has no option other than Leave Without Pay – Long Term for the 2020-21 school year, the District and designated ESP nurse representative shall, at the request of the employee, meet to discuss leave options.

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 applicable leave provisions currently available to ESP nurses or law, as appropriate to their situation:

1. Engage in an interactive process with the District to discuss a possible alternative assignment and/or alternative work site (see Section 7);
2. Illness, Injury, and Emergency leave;
3. Personal Leave;
4. Worker's compensation;
5. Unpaid leave of absence for the period of the directed quarantine; and
6. 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 leave provisions currently available to ESP nurses or law, as appropriate to their situation, including, specifically, when the person in question is covered by the applicable leave provision and/or law:

1. Engage in an interactive process with the District to discuss a possible alternative assignment and/or alternative work site (see Section 7);
2. Illness, Injury, and Emergency Leave;
3. Personal Leave;
4. Shared leave;
5. Washington Paid Family Medical Leave (PFML);

6. Worker's compensation;
7. Family Medical Leave Act (unpaid leave except for continued health insurance benefits);
8. Unpaid leave of absence for the period of the temporary disabling condition;
9. Long-term disability benefits; and
10. 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 leave provisions currently available to ESP nurses or law, as appropriate to their situation:

1. Engage in an interactive process with the District to discuss a possible alternative assignment and/or alternative work site (see Section 7);
2. Illness, Injury, and Emergency leave;
3. Personal leave;
4. Leave without Pay – Long Term for the 2020-21 school year; and
5. 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 leave provisions currently available to ESP nurses, as appropriate to their situation:

1. Engage in an interactive process with the District to discuss a possible alternative assignment and/or alternative work site (see Section 7);
2. Leave for illness, injury or emergency;
3. Personal leave; and
4. 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 leave provisions currently available to ESP nurses or law, as appropriate to their situation:

1. Engage in an interactive process with the District to discuss a possible alternative assignment and/or alternative work site (see Section 7);
2. Leave for illness, injury or emergency;
3. Personal leave; and
4. Leave without Pay – Long Term for the 2020-21 school year.

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 applicable law, if any, 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 leave provisions currently available to ESP nurses or law, as appropriate to their situation:

1. Engage in an interactive process with the District to discuss a possible alternative assignment and/or alternative work site (see Section 7);
2. Leave for illness, injury or emergency;
3. Personal leave;
4. Leave without Pay – Long Term for the 2020-21 school year; and
5. Other accommodations identified through the interactive process of the Americans with Disabilities Act (ADA).

H. Employees Who Choose to Not Wear a Face Covering or Other Required PPE: An employee whose assignment requires work at a District work site and who does not have a documented inability to wear PPE required for the employee's assignment, including but not limited to a face covering, but nevertheless does not wish to do so, may choose to access any or all of the following benefits under the terms of the applicable leave provisions currently available to ESP nurses or law:

1. Personal leave; and
2. Leave without Pay – Long Term for the 2020-21 school year.

I. Employees Who Otherwise Choose Not to Work at a District Work Site Due to Concern for Safety and/or their Health: An employee whose assignment requires working at a District work site and who does not fit within the conditions of paragraphs A through H above, may access any or all of the following benefits under the terms of the applicable provisions of the CBA or law:

1. Engage in an interactive process with the District to discuss a possible alternative assignment and/or alternative work site (see Section 7);
2. Personal Leave; and
3. Leave without Pay – Long Term for the 2020-21 school year.

J. Possible Limitations: All of the employer leave provisions currently provided to ESP nurses, and insurance and statutory leave benefits referenced in Sections A through I 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. Leave entitlements previously available within the FFCRA (both EPSLA and EFMLA) expired December 31, 2020 and new benefit bills are pending in Congress. The parties agree to meet to discuss federal and/or state employee benefits, should they be enacted. 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.

K. Quarantine, Isolation and Emergency Health Leave

1. For ESP nurses who are directed to isolate and/or quarantine, remote work will be extended during the quarantine period.
2. An ESP nurse who tests positive for COVID-19 due to close contact at work will qualify for up to ten (10) workdays of Emergency Health Leave upon providing medical documentation stating their positive test. The use of the leave is limited to the workdays that fall into the required quarantine period. Whether there was a "close contact" at work 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. If Public Health and District conclusions are in conflict on whether there was a close contact, the determination by Public Health officials will take precedence.

10. Monitoring Conditions and Upcoming Bargaining Issues:

- A. The District will notify the designated ESP nurse representatives of positive COVID-19 cases in schools and worksites within twenty-four (24) hours from when the District is notified, and of any subsequent updates on such cases. The designated representatives are the President of the Issaquah School Nurses Association and the ISNA staff (WEA) representative.
 - B. As the public health situation continues to evolve, the District and the designated ESP nurse representatives will continue to work together in order to respond to changing circumstances.
 - C. The District will notify the designated ESP nurse representatives of plans to expand the in-person hybrid learning model to more students so the parties can meet to discuss and resolve issues related to the impact of the expansion, including but not limited to nurses being assigned and trained on the ISD system of student (and potentially family) contact tracing, as within public health guidelines, in ISD schools and programs P-12. The parties are committed to a smooth, safe and healthy expansion for students, staff and the community.
11. **Effective Dates:** This MOU shall be in effect for the 2020-21 school year and shall sunset on ESP nurses' last workday of the school year. This MOU is not precedent-setting and is intended to address the specific and unprecedented health emergency presented by COVID-19.

Agreed to this 26 day of March, 2021.



Natalie Fowler
Executive Director of Human Resources



Eryn Bellis, President
Issaquah School Nurses Association

Appendix A: Remote Tasks for All Nurses

Elementary Nurses:

Incoming K students

- review K immunizations
- contact parent/guardians of students w/LT conditions or OOC immunizations

Middle School Nurses:

7th grade Tdap work (beginning in March 2021)

Email 7th grade Tdap letters

Email second Tdap letter to 6th Grade parent/guardians (beginning May 2021)

Email teachers to remind them to look for LT HCP's in Skyward (change in trimester)

High School Nurse:

Prepare senior letter and immunizations

All Nurses:

Manage all student health concerns.

Write and process any new IHPs

Take all calls from school and problem solve to support students

Embrace work to support students with IEPs

Keep updated with Skyward training

Continue to update WAIS with medically verified immunization dates and parent permission

Run monthly immunization action report in WAIS to see if any students are out of compliance

Transition all immunizations to WAIS from Skyward

Order health room supplies for the next year

Prepare forms electronically to send LTHCP's, etc. for next school year to current students and incoming K students

Prepare processing list regarding LTHCPs August due date

Begin Spec. Ed. Ordering for next year

May

Get 5th grade records ready to send to Middle School – CIS cards and files

Transfer any hardcopies of student files/information to next nurse (pre-K, 5th & 8th grade students)

Vision/Hearing dates for following year arranged with Karen and in conjunction with school master calendar, reserve room

Archive

Update 'At-a-Glance' list for upcoming school year -- Add in incoming Kindies, 6th, 9th graders & ECE students (if applicable) and remove outgoing 5th, 8th, 12th graders & ECE students (if applicable)

Identify pre-K students who will be in summer program and/or BASC summer camp-do they have LT health conditions?

Electronically send out forms for incoming K students w/LT conditions who will be attending the Pre K summer program (DO THIS IN LATE MAY)

Determine what current students will be attending summer school to see if any of them have LT conditions

June

Nurse provides front office employee with spreadsheet to receive meds/HCP's for August

Audiometers to Admin Bldg for calibration

Medications and Health Care plans

Electronically send out forms for next school year for students w/LT health conditions

Continue to electronically send out forms for incoming K students w/LT conditions who will be attending the Pre K summer program, if not done already

Process any incoming LT HCP's for pre-K students in summer program

Determine what current students will be attending summer school to see if any of them have LT conditions

Gather HCP's & meds for current students who will attend summer school students and deliver to the summer school nurse—(the meds must remain at the students' building until the last day the student attends)

Email letter regarding picking up meds at end of year- put this in e-news

Check with office para pros regarding a date in Aug. to meet for orientation

Check with principal to see if HRS can come to Aug. meeting to train w/office professionals

Order Supplies for next year (health room/office)

Archive

Appendix B: Remote Nursing Support

- Completion of reviewing Confidential Emergency Health Information forms & updating student records in Skyward (time sensitive – must be completed by 3/1/21)
- Being available by phone during the hours students are in school to answer questions from staff and HRS' in your building
- Checking emails several times throughout the school day and responding in a timely manner (District standard is 24 hours of receiving email, unless it's a Friday)
- Knowing who the COVID Supervisor & COVID protocols in your building
- Having a sub folder complete and ready for the nurse who is onsite in your building (see below for contents of sub folder)
- Able to conduct contact tracing of potential COVID patients, if needed (need training and authorization from COVID Supervisor before attempting this)
- Being consistently in contact with the registrar to learn when new students enroll, so health conditions can be addressed, as well as any missing immunization.
- Writing health care plans and verifying immunizations for students new to the school and incoming K students for fall 2021.
- Knowing in advance when vision/hearing screenings are due for IEP's and communicating this to the nurse onsite who will complete the task. (This requires consistent communication with the building psych, to know if/when these screenings are due).
- Sending any necessary letters, emails and phone calls to parents regarding immunization compliance or medication adjustments
- Contacting health care providers, if needed, for medication orders or clarifications.
- Having conversations with families who need resources, such as EBC, IFCB or others.
- Place any necessary orders at EBC and coordinating the pickup and delivery of goods to families
- Continuing to move forward with transitioning student immunizations into School Module-(time sensitive-state report due in the spring)
- Maintaining consistent communication with building counselor & building administrator regarding families who need resources
- Other tasks or projects as assigned

MEMORANDUM OF UNDERSTANDING
between the
WASHINGTON EDUCATION ASSOCIATION / ISSAQUAH SCHOOL NURSES ASSOCIATION
and the
ISSAQUAH SCHOOL DISTRICT
Regarding Conditions for On-Site Agency Nurse Coverage
during the COVID-19 Pandemic 2020-2021 School Year

APPENDIX C TO THE P/S MOU

WHEREAS the Public Employment Relations Commission certified the Washington Education Association ("Association") on January 26, 2021 as the legal representative of all full-time and regular part-time nurses in non-certificated positions ("ISNA nurses") employed by the Issaquah School District ("District");

WHEREAS representatives of the District and the Association ("the parties") met on February 4, 2021 and agreed to in-person and remote work assignments for bargaining unit members;

WHEREAS our schools are providing in-person hybrid teaching and learning for pre-school/early childhood education, elementary, and special education students and others furthest from educational justice at the secondary level;

WHEREAS in-person learning is expanding to additional grades for families who opt for in-person;

WHEREAS multiple school nurses, bargaining unit members, are providing remote support to schools and to the District in remote assignments as negotiated by the parties, and some Health Room Specialists ("HRS") are on leave of absence;

WHEREAS some schools do not presently have a designated nurse or HRS presence to provide onsite, in-person, support to the school;

WHEREAS the District has posted multiple school nurse positions over the course of the school year and have been unable to hire for all current vacancies;

WHEREAS appropriate health services staffing at schools when students are present, especially during a pandemic, is a joint interest;

THEREFORE, the parties agree as follows:

The District may hire a Registered Nurse through a third-party contractor ("agency nurse") to work at a school under the following conditions:

1. Work performed by the agency nurse shall be on-site, four (4) days per week on days that students are on-site (namely, Monday, Tuesday, Thursday and Friday), four (4) hours per day beyond any additional time needed for training required herein, by DOH and/or other entity.
2. Terms: "Days" shall mean student instructional days. ISNA and ESP nurse are used interchangeably in this MOU unless clearly indicated otherwise.

3. An agency nurse's employment shall not begin before the District has fulfilled the training requirements stated in the parties' P/S MOU, herein and, if not outlined in these MOUs, as set forth by DOH, L&I and or the Governor.
4. An agency nurse's employment shall end on the last student instructional day.
5. The agency nurse will be responsible for:
 - Attending to children presenting with illness or injuries
 - Administering medications
 - Conducting vision & hearing screenings
 - Monitoring and assessing students in the isolation room
 - Any onsite nursing tasks or projects needing to be done
 - Supporting the remote nurse by completing onsite tasks and projects
6. The agency nurse may be responsible for supporting COVID protocols, including reviewing attestations and taking temperatures, so long as this work does not leave the health room and/or isolation room without coverage by staff who have had the required training for these responsibilities.
7. No later than the first day the agency nurse works on-site, the school's COVID Supervisor or back-up COVID Supervisor shall train the agency nurse in COVID health and safety protocols for the Issaquah School District and for the worksite, the topics to include but not be limited to:
 - a. How to screen for symptoms;
 - b. How to maintain physical distance;
 - c. The use of appropriate PPE;
 - d. Understanding and practicing frequent cleaning and handwashing;
 - e. How to handle situations when someone develops signs of COVID-19;
 - f. Location of and protocols for using the isolation room and health room; and
 - g. Any other topics outlined by the Department of Health's "K-12 School's 2020-21 Guidance" dated December 16, 2020 as appropriate to the situation.
8. No later than the first day the agency nurse works on-site, the school's COVID Supervisor or back-up COVID Supervisor shall provide the agency nurse a copy of or access to the building COVID Mitigation Plan and will promptly inform the nurse of any changes to the Plan. Providing the plan does not replace the training required by DOH.
9. No later than the first day the agency nurse works on-site, the school's COVID Supervisor or back-up COVID Supervisor shall provide the agency nurse a document which includes the protocols for sending a student to the Isolation Room and for sending a student home if this information is not contained in the school's COVID Mitigation Plan.
10. No later than the first day the agency nurse works on-site, they will be provided training on epi-Pen protocols, seizure care plans, and the administration of seizure medications, Albuterol, and other medications specific to students' health plans. Primary responsibility for providing such training and training on systems needed to perform the work including but not limited to Skyward, is with the nurse supervisors.

11. For the safety of the agency nurse and the school community, the District shall provide the agency nurse with two (2) reusable face coverings as well as all PPE required by L&I for the risk transmission level associated with the agency nurse's responsibilities and the circumstances of the school and students served. The COVID Supervisor will inform the agency nurse on procedures and protocols for accessing additional PPE, and who in their building to contact if questions or concerns arise.
12. The agency nurse shall wear either a face covering, face shield, or N-95 mask at work, as appropriate to the situation and L&I rules.
13. Absences will be handled as follows:
 - A. An agency nurse may cover a school due to an absence of an ISNA nurse and health room coverage by an RN is deemed necessary by the Health Services Supervisor, although the school may be staffed by an HRS, if a float nurse is not available, per the P/S MOU. An agency nurse so assigned will be trained in District COVID safety, mitigation and isolation room protocols, and medical complexities of any student in the newly assigned school prior to performing in-person services. The nurse supervisor will inform an agency nurse assigned to cover another school that they may request additional training from the nurse supervisor prior to work in that school, and at any time after starting.
 - B. If an agency nurse is absent and health room coverage by an RN is deemed necessary by the Health Services Supervisor, although the school may be staffed with an HRS, the absence will be handled according to the following progression:
 - i. The District will assign a float nurse, if available, to cover for the absence of the agency nurse.
 - ii. An ESP nurse may be asked to volunteer to temporarily cover for the absence of the agency nurse.
 - iii. Another agency nurse already working for the District may cover.
 - iv. A nurse supervisor may temporarily cover a school due to an absence or other unforeseen situation when a float nurse is not available.
 - v. Any nurse assigned to cover another school will be trained in District COVID safety, mitigation and isolation room protocols by the building's COVID Supervisor or back up COVID Supervisor, and trained by one of the nurse Supervisors on medical complexities of any student in the newly assigned school prior to performing in-person services. The nurse supervisor will inform a nurse assigned to cover another school that they may request additional training from the nurse supervisor prior to work in that school, and at any time after starting.
 - C. The District will follow public health and safety requirements and guidelines including those established by the Governor, Department of Health (DOH), Labor and Industry (L&I), Employer Health & Safety Requirements for School Scenarios, and K-12 Fall Health and Safety Guidance.
 - D. Because in-person learning is expanding K-12 and it is anticipated that the District may be unable to attract staff so that they can provide either an in-person HRS or in-person registered nurse at a school, the parties agree in these unique circumstances to allow the District to hire an agency nurse for more than a single school where there is the need at the

time of execution of this MOU. In the event ISD is unable to hire an ESP nurse and the need cannot be provided by existing staff who volunteer to do so, the District shall undertake the following steps prior to hiring more agency staff:

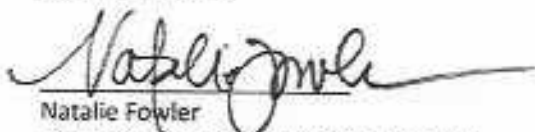
1. Notification: ISD shall notify ISNA designated representatives of the need to hire an agency nurse as soon as the District determines such need.
 2. Catalogue what transpired at key steps while attempting to fill the position by:
 - a. Posting - how long, where advertised, when was open position submitted.
 - b. Interviewing - number of qualified candidate(s) interviewed.
 - c. Offers of Employment - no minimally qualified candidate applied, routine interview process conducted consistent with existing District practices does not result in a recommendation of a candidate acceptable to the interview team, candidate(s) declining offers of employment.
 3. Reasonable and good faith consideration of alternatives to fill an open position for a Licensed registered nurse.
 4. The duration of the contracted nursing services does not extend past the last student instructional day of 2020-21.
- E. If an agency nurse is placed in a District school for 2020-21 school year and hired as a District employee in the 2021-22 school year, the agency nurse may not displace any current ESP nurse from the school assigned to the ESP nurse in 2020-21.

This agreement is intended to support the health and safety of staff, students and school community. The parties have worked to anticipate issues that may arise at a time when in person teaching and learning is expanding in the District. If an unanticipated issue arises, the parties agree to promptly inform the other party and work together to resolve them.

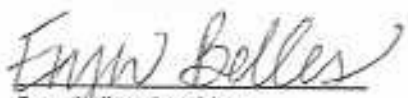
This agreement is not precedent-setting and is limited to the unique circumstances specific to the 2020-2021 school year. Given the recent certification of the union, this agreement addresses an emergent issue and is intended to "bridge the gap" until negotiations for a collective bargaining agreement takes place, including a more complete addressing of contracting out. The Association does not waive its right to bargain contracting out in a more comprehensive manner nor other issues where the duty to bargain exists.

Agreed to this 26 day of March, 2021.

FOR THE DISTRICT


Natalie Fowler
Executive Director of Human Resources

FOR THE ASSOCIATION


Eryn Belles, President
Issaquah School Nurses Association