

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

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 return to schools for the 2021-2022 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. 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. 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.
7. In order to meet the unique and varied needs of the 2021-2022 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.

9. Information about positive COVID-19 cases, in buildings where bargaining unit members are assigned, will be communicated to the union president as soon as reasonably possible 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. Quarantine/Isolate and Emergency Health Leave

Staff who test positive for COVID-19, due to close contact at work, qualify for worker's compensation based on Governor Inslee's May 11, 2021, guidance in the Health Emergency Labor Standards Act (HELSEA). The employee will have a choice of collecting compensation from the Worker's Compensation Trust one of three ways.

1. At a portion of their wages and after the 3-day waiting period;
2. Using Sick Leave (for full wages);
3. Or taking a combination of both Worker's Compensation pay and Sick Leave pay.

The District will provide staff who contracted COVID due to close contact at work will be paid sick leave during the 3-day waiting period until worker's compensation begins. This leave will not be deducted from their sick or personal leave.

12. Vaccination Requirements

1. The District will release employees up to 2 hours with pay who have scheduled vaccination appointments during their normal working hours. Employees must notify their supervisor as soon as reasonably possible. The release time will be granted with permission of the supervisor and pending coverage of employee's duties.
2. Vaccination Verification Process. An executive order in the state of Washington requires Employees to have a COVID vaccine as a condition of employment with the District Human Resources will accept verifications The district will set a secure place to store the personal vaccination health information of employees and not share the information with any outside entities. The district will accept the following forms of verification noted on the Human Resources Memo dated August 20, 2021.
 - a. CDC COVID Vaccination Card (Original, photo or copy)
 - b. WA State Certificate of Vaccination

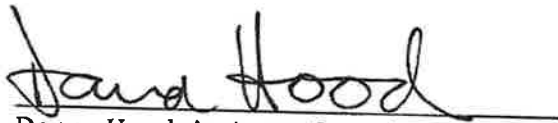
13. Vaccination Exemption Process

- a. Medical Exemption. Medical Exemptions will be treated through the district established medical accommodation process and the district will determine the level and ability to accommodate per the individual.
- b. Religious Exemptions. An employee who has a sincerely held religious belief that prevents them from being vaccinated against COVID-19 may request an accommodation by notifying Human Resources. The employee must meet with Human resources or submit the attached form to actively initiate the process. The employee must provide all information reasonably needed to evaluate the request. The employer will follow OSPI guidance to evaluate the request.

- c. Documentation of requests: The employer will document the accommodation granted or the denial. The information will be kept in a secure and confidential location.

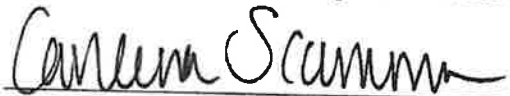
The parties will continue to monitor the situation and the impact of COVID and reconvene as necessary to discuss. The parties will use the guidance and directives from local authorities including state government officials, the Department of Health, and the Office of the Superintendent of Public Instruction (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.

For the District:



Donna Hood, Assistant Superintendent of Human Resources

8/30/2021
Date



Carleena Scammon, Director of Human Resources

8/30/2021
Date

For the Service Employees International Union, Local 925:



Aaron Horton, SEIU 925 Organizer

8/30/2021
Date



Chrissy Richmond, Issaquah Paraprofessional Member Rep

8/30/2021
Date