

LETTER OF AGREEMENT
between the ISSAQUAH SCHOOL NURSES ASSOCIATION
and the ISSAQUAH SCHOOL DISTRICT
Regarding 2021-2022 Full-Time, In-Person Instruction

Preamble

Issaquah School Nurses Association "ISNA" and the Issaquah School District "District" negotiated the terms and conditions identified in this Letter of Agreement ("LOA"). This Agreement shall apply to all classified staff represented by the ISNA for the 2021-2022 academic school year. The District will maintain all requirements in the *DOH 820-105 K-12 Schools –2021-2022 School Year Guidance July 28, 2021 Update K-12 Schools Requirements 2021-2022 (wa.gov)* including providing materials, schedules, equipment required to comply. The District will comply with all other applicable requirements from federal, state and local authorities, not contained herein. If there is a question as to whether a requirement applies to the 2021-2022 academic school year, this will be discussed and, the parties will work in good faith to resolve the issue.

The parties shall make it a priority to inform one another as soon as reasonably possible of impacts and/or challenges over the terms or implementation of this LOA. The parties shall make every reasonable effort to reach mutually agreed upon solutions to such impacts and challenges. The following agreement is effective when both parties ratify the agreement, through the last day of the 2021-2022 school year. If guidance from our governing bodies (OSPI, DOH, SKCPH, L&I) updates health and safety guidelines that are captured herein are revised or updated, the parties will meet to discuss implementation and impact of the updated guidance from the governing bodies.

Part 1 -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.

Part 2- Staff Training-

- a. The District will ensure that all staff members are trained prior to the first student day of the 2021-2022 school year in COVID-19 health and safety protocols for their site.
- b. Substitutes will be trained in the above prior to their first substitute job.
- c. Meetings are in person and all staff shall attend in person unless directed to do otherwise by the Health Services Supervisor.

Part 3- Communication-

- a. The District will notify the designated ESP nurse representatives of positive COVID-19 cases in schools and worksites as soon as reasonably possible after 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 communicate the required protocols to all families.

Part 4- Vaccination Status-

- a. The District will maintain or access a confidential database for staff to report their vaccination status. A limited number of district staff will have access to this information. As is the District's current practice, any personal identifying information of staff, including vaccination status will not be shared in any manner, unless required by law or a court of competent jurisdiction. In such a situation, staff will be notified of the information that will be shared, why it must be shared, who will receive it and when the information will be shared.

Part 5- Health Screening-

- a. The District will continue monitoring students, staff, and visitors for symptoms, and follow the protocols included in the 2021-2022 school year guidance for responding to someone who shows symptoms of COVID-19.
- b. The District will ensure that each building and ISD worksite (including the admin building) will assign individual(s) to fulfill the responsibilities of the supervision of the isolation room, monitoring students in the isolation room and/or contact tracing. Classified nurses may be assigned some of these responsibilities when the COVID supervisor or designee cannot fulfill them.
 - a. Before this can happen, COVID supervisors will ensure the classified nurses have the appropriate PPE (according to the DOH/OSPI/L&I guidance) for the isolation room and have been trained in isolation room protocols.
- c. The District will provide a document to each staff member with information about COVID-19 symptoms and who to contact when a staff member or student has a symptom of COVID-19.

Part 6- What to do if someone develops signs of COVID-19, Return of that person, & Positive Test Results

- a. To prepare for the potential of students or staff showing symptoms, the District will have a response and communication plan in place that includes communication with staff, families, and their local health jurisdiction.
- b. All rules shall be followed related to: separating and removing a student or staff member or other individual at the school or worksite who develops signs of COVID-19 (as outlined by public health); cleaning and disinfecting affected areas; and informing the individual of applicable health guidance. In addition, the District will ask the individual or student's parent or guardian to inform the site administrator right away if the person is diagnosed with COVID-19. Rules for return to the program also will be followed.

- c. Individuals who display symptoms of COVID-19 while on campus will be sent to a designated isolation room until they can leave the building.

Part 7- Reducing Transmission: Physical Distancing

- a. The District will instruct all individuals within a school building or worksite to maintain physical distance of at least three (3) or more feet between students to the degree possible and reduce the amount of time students are close to each other, dependent on students' ages, and on their developmental and physical abilities.
- b. In addition to the limits on distancing noted elsewhere, the District will maximize distance between students to the degree possible for the following circumstances:
 - i. Between adults/staff in the school building and between adults and students.
 - ii. For all staff and students in common areas outside the classroom, such as school lobbies and auditoriums.
 - iii. For all staff and students when masks cannot be worn, such as when eating lunch.
 - iv. For all staff and students during activities when increased exhalation occurs, such as PE, exercise, singing or playing instruments, and cheering or shouting. These activities should be moved outdoors or to large, well ventilated spaces whenever possible.
- c. At each worksite, maintain, and add where needed, the marking of one-way flow of foot traffic in hallways and other indoor crowded spaces.
- d. Each school building will develop and share the plan for bathroom procedures that support physical distancing and aid contact tracing as needed.

Part 8- PPE/Masks/Cloth Face Coverings and Face Shields

- a. The District will enforce the DOH requirement that students, staff, volunteers, and visitors must wear cloth face coverings or an acceptable alternative (e.g., surgical mask, clear face shield with a drape) at school when indoors, unless specifically exempt. Staff may require a higher level of protection based on their assignment.
- b. 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.
- c. Disposable-non-latex 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 comply with the state-wide mask mandate.
- d. 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.
- e. 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.
- f. The District will make providing supplies of replacement PPE a priority.
- g. For staff and students *who fall within the DOH mask/face covering exemptions*, alternative protective measures will be established in advance. As an alternative to masks/face coverings,

the District will provide face shields with draping for staff and, if available, offer them to students.

- h. Prior to the first day of school, the District will communicate to staff members the list of students who are exempt from wearing a mask due to documented medical condition, inform the staff member of the increased Transmission Risk this creates, and provide the staff member with a face shield or other L&I-approved PPE.

Part 9- Ventilation-

- a. The District will maintain ventilation protocols that meet requirements and were in place for the previous school year.
- b. Each building will develop and communicate a procedure for opening and closing windows, when safe and feasible to do so.

Part 10- Cleaning and Disinfecting Procedures and Products-

- a. ESP nurses will not be responsible for cleaning and disinfecting when bodily fluids are involved.
- b. 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.
- c. The District will provide the necessary and appropriate cleaning materials for cleaning and sanitizing of hands-on materials, including technology devices.
- d. If a staff member has concerns about sufficient materials needed to limit the shared use of materials, they will reach out to their supervisor or designee to discuss.

Part 11- Quarantine/Isolate and Emergency Health Leave-

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

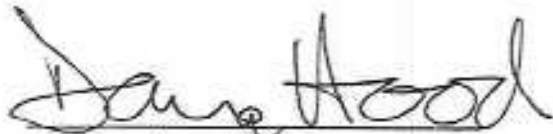
Part 13 - Student Safety and Expectations Related to COVID-

- 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.

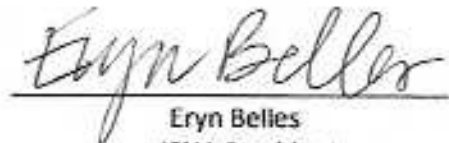
- c. The COVID Supervisor or building principal will be responsible for informing the ESP nurse of changes made, if any, to the building discipline/intervention plan.

Effective Dates: This MOU shall be in effect for the 2021-22 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.

Tentative Agreement agreed to this 25 day of August 2021.



Donna Hood
Assistant Superintendent of Human Resources



Eryn Belles
ISNA President

8/31/21