

**ADDENDUM TO
MEMORANDUM OF UNDERSTANDING
between the
ISSAQUAH EDUCATION ASSOCIATION
and the
ISSAQUAH SCHOOL DISTRICT
Related to in-person services for ECE, ACT and LRC II Students
2020-2021 school year**

The parties acknowledge the importance of providing services that best fit the individual needs of our ECE, ACT and LRC II students and providing in-person services while prioritizing the health and safety of our students, staff and community.

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.
 - A. 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. Factors to be assessed in determining the number of people in a classroom or workspace will include the size of the classroom or workspace, necessary furniture and/or equipment, student's individual needs and behaviors, whether the student is able to wear a face covering, and the nature of services to be provided to the student.
 - B. If enrollment in ECE, LRC II and/or ACT increases, the District and IEA will meet to discuss the impact of this change.
 - C. The District will deliver a Special Education Standard Personal Protective Equipment (PPE), kit for each staff member-at each worksite serving students in-person. A "Special Education Standard PPE kit" will include a durable face shield and two (2) reusable cloth face coverings. 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 staff member who requests one. If the District foresees a mask shortage, the District will contact the IEA president. Staff must wear either a face covering, face shield, or N-95 mask when working with students.
 - D. The District will
 - i. inform staff of more specialized PPE that staff may be provided depending on the circumstances of their assigned students and responsibilities (including but not limited to disposable gowns, disposable shoe coverings, and goggles);
 - ii. The District will develop and implement clear procedures and protocols for how staff members are supplied the Special Ed Standard PPE Kit, and how to access other specialized PPE based on their assigned students, including notice of who in their building and the Special Education department to contact if questions or concerns arise; and



- iii. provide such additional PPE in a timely and responsive manner to the staff member; and.
 - iv. Clearly communicate with staff the procedures and protocols described in D.iii.
 - E. Given the difficulty in predicting how frequently a staff member may need to replace PPE in a given block of class time, the District will make providing supplies of replacement PPE a priority.
 - F. 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.
 - G. Custodial staff are trained in the proper methods for cleaning and disinfecting in this pandemic setting. Custodians will clean and disinfect between AM and PM groups, and during class when bodily fluids are involved.
 - H. Classroom staff members and therapeutic specialists will not be responsible for administering health attestations for students.
2. Expectations for staff assigned to serve ECE, LRC II and ACT students for in-person services are as follows:
- A. In-person classes will be provided in an AM and/or a PM block of time with students. Case managers at each building will establish class blocks that best support the students' learning. The AM and PM class lists will be submitted to the appropriate Special Services Director.
 - B. The duration of in-person services provided to each student by the ECE, LRC II or ACT teacher will be no more than 2.5 hours.
 - C. LRC II and ACT groups will rotate from in-person half the day to remote learning the other half of the student day.
 - D. Staff members will not be required to simultaneously teach remotely and in-person.
 - E. If there are two or more LRC II teachers working in the same building at a given time, teachers will collaborate to decide if they will be in building simultaneously or if they will be in-person for opposite shifts.
 - F. IEP Teams will meet and discuss students for whom there are known or reasonably foreseeable unsafe behaviors by a student that cannot be mitigated by staff use of PPE and behavior planning. The appropriate Director will attend and be included in the meeting. If the IEP Team determines that staff cannot provide in-person services safely for the students discussed, the team will determine that remote services will continue.
 - G. The Program Support Team will be available to discuss behavioral concerns that may arise and provide ideas to support the teacher to implement services safely through discussion of PPE and behavioral strategies and planning. If a student develops consistently unsafe behavior that cannot be mitigated by staff use of PPE and behavior strategies and planning, an IEP meeting will be held, which will include the appropriate director to determine if the student will resume remote services.
 - H. If the District plans to move to full day in-person for ECE, LRC II and/or ACT, the District will notify IEA and the parties will meet prior to implementation to discuss the impact of this change.

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3. The District will provide training for all staff members assigned to work with ECE, ACT and LRC II students prior to in-person services in all health and safety protocols for their site, including but not limited to, how to screen for symptoms, 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.
 - A. In addition to the dedicated training topics for all special education staff noted above, the District will provide all staff members training on health and safety protocols specific to the unique nature of their assignment, including but not limited to use of plexiglass “sneeze guards”, face shield use and cleaning protocols, use of N-95 masks, and disposable gowns and shoe coverings, protocols for appropriate use of gloves, and face coverings.
 - B. Additional training will be provided to staff regarding protocols for implementing Emergency Response Plans (ERP).
 - C. The District will ensure access to substitutes to cover staff absences. Substitutes will be trained in the above paragraphs prior to performing in-person services.
 - D. The District will confirm that all staff have completed the appropriate trainings for their assigned position prior to working with students.
5. ECE, LRC II and ACT teachers will not be required to provide SDI in-person on Wednesday. These staff members can work offsite on this day. On Wednesdays, staff will still follow the drafted schedule as written in Appendix 10 of the Impacts of the COVID-19 Pandemic 2020-2021 School Year MOU.
 - A. Students who elect for fully remote instruction will engage synchronously and asynchronously by following the drafted schedule as written in Appendix 10 of the Impacts of the COVID-19 Pandemic 2020-2021 School Year MOU.
 - B. Students who elected fully remote instruction may be assigned to another staff member, but it will not be a staff member who is providing in-person services.
4. For buildings without an assistant principal, when the building administrator is absent, the building Dean, building PBSES coach or a designated administrator will be available to support ECE, LRC II and ACT staff while on-site. The parties will monitor the impact of administrator absence(s) and assess whether other systems are needed or advised to ensure that staff members serving students are supported.
5. LRCII staff and students will be given 90 minutes to transition between in-person and remote synchronous instruction to accommodate travel, lunch, and time to prepare for learning.
 - A. LRCII, ECE, and ACT staff prep minutes will be maintained with the new schedule for in-person services in line with Appendix 10 of the Impacts of the COVID-19 Pandemic 2020-2021 School Year MOU and Article 3 of the 2018-2022 IEA/ISD Collective Bargaining Agreement.
 - B. LRCII, ECE, and ACT staff will be offered the equipment from the Technology Start-Up list for both in the building and at home, as written in Appendix 9 of the Impacts of the COVID-19 Pandemic 2020-2021 School Year MOU. As necessary, the building provided computer may be a desktop.



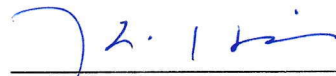
6. Staff members will provide asynchronous learning for one (1) day, in order to create the time needed to perform the work described in Sections. Staff members will be provided with a minimum of two (2) working days' notice.
7. Staff members will provide asynchronous learning for two (2) days, in order to create the time needed for training and preparing their classroom or workspace for in-person services. Staff members will be provided with a minimum of four (4) working days' notice.
8. There will be no more than 5 staff members in a room for the health protocols training.
9. OT, PT and SLP will provide in-person services to students on their caseload in the ECE, LRC II and ACT program if those specific students are receiving in-person services from their teachers. The staff member will work with the classroom teacher to determine the best time to provide those services. All health protocols and PPE will be followed as stated in this MOU.
10. The District and the Association President will inform each other as soon as reasonably possible if either is informed that a student or staff member has tested positive. Such notification will be consistent with all applicable patient privacy laws. The parties will meet to discuss.
11. The District will notify the Association President of any trends in illnesses either building or district wide that are not consistent with past trends.

The parties agree that staff and student safety is of utmost concern and that moving to in-person services for special needs students will likely present issues and needs that could not easily be anticipated. Therefore, the parties commit to regular and frequent updates on in-person services and to work rapidly to address issues and concerns that may arise.

This MOU shall be in effect for the 2020-21 school year and shall sunset on the last instructional day of the school year. All other provisions of the collective bargaining agreement shall remain in full effect. This MOU is not precedent-setting and is intended to address the specific and unprecedented health emergency presented by COVID-19.

Agreed to this ____ day of September, 2020.

Natalie Fowler
Executive Director of Human Resources
Issaquah School District



Kathleen Heiman
for the Issaquah Education Association