

Letter of Agreement
between the ISSAQUAH EDUCATION ASSOCIATION
and the ISSAQUAH SCHOOL DISTRICT
Regarding 2021-2022 Full-Time, In-Person Instruction
TA 2021-07-30 @ 4pm

Preamble

Issaquah Education Association “IEA” and the Issaquah School District “District” negotiated the terms and conditions identified in this Letter of Agreement (“LOA”). This Agreement shall apply to all certificated staff represented by the IEA 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 \(wa.gov\)](https://www.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- 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 health and safety protocols for their site.
- b. The District will ensure staff who will lead contact tracing and supervise the isolation room complete the relevant training. Deans and nurses may be assigned these roles and would need the training in addition to the COVID Supervisor.
- c. Substitutes will be trained in the above prior to their first substitute job.

Part 2- Communication-

- a. The District will communicate the required protocols according to the guidance to all families.
- b. The parties will work jointly on phasing in volunteers into the school buildings, with the priority being those who support instruction and students’ emotional needs.

Part 3- Vaccination Status-

- a. The District is not requiring staff to vaccinate against COVID-19.
- b. Vaccine status will not impact a staff member's employment status or job responsibilities. Nothing in this agreement, however, precludes ISD’s compliance with law as it relates to vaccinations.
- c. 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 4- Health Screening-

- a. Attestations are not required. 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 and contact tracing. Deans and certificated nurses may be assigned some of these responsibilities.
- 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 5- 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.
- d. The District will notify the Association President as soon as reasonably possible if the District is informed that a student, staff member and/or visitor/volunteer tested positive. Such notification will be consistent with all applicable patient privacy laws.

Part 6- 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 7- 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. Verified fully vaccinated staff members do not need to wear face coverings indoors in the following circumstances: when alone in their classroom or closed office space, and in a small group of ten (10) staff members or less, if all staff within the group consent and appropriate physical distancing is maintained.
 - l. A person is considered fully vaccinated if it has been two weeks since their final dose of a two-dose series vaccine (Pfizer or Moderna) or two weeks since receiving a one-dose vaccine (J&J).
- c. Masks may be removed outdoors but will be required when students are unable to maintain physical distancing.
- d. 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.
- e. Prior to the first day of school, the District will communicate to staff members the list of students assigned to them who are already 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.
- f. The site administrator or designee as needed, will communicate with parents or guardians if their student refuses to follow required safety protocols including but not limited to wearing their mask/face covering. 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.
- g. The District will provide masks/cloth face coverings that meet or exceed Washington State DOH Guidance on Cloth Face Coverings and CDC Recommendations, and in sufficient quantity for individuals to wear, including replacements for torn, lost or dirty masks.
- h. Staff members who work with students with auditory and/or speech accommodations may request and will be provided a clear face mask by the District if available.

Part 8- 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 9- Cleaning and Disinfecting Procedures and Products-

- a. Teachers will not be asked or required to supply cleaning supplies, disinfectants, or hand sanitizers.
- b. The District will maintain and follow infection control plans, updated to reflect what is known about COVID-19, as required by regulatory agencies. The District will assess custodial staffing levels and increase them if needed, to ensure fidelity with infection control plans.
- c. Certificated staff members will not be responsible for cleaning and disinfecting when bodily fluids are involved.
- d. The District will work to have high touch points be cleaned and disinfected on a daily basis.
- e. For middle school and high school, time will be allotted at the end of each class to clean student desks. Each classroom will be supplied with a spray bottle for cleaning desks with a soap and water solution. Teachers will spray down desks and students will wipe their desks.
- f. For elementary staff who have groups of students moving through one area to another will be supplied with a spray bottle with soap and water solution for cleaning desks.

Part 10- Hands-On Materials and Equipment-

- a. The District will provide the necessary and appropriate cleaning materials for cleaning and sanitizing of hands-on materials, including technology devices.
- b. 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- Echo Glen-

- a. Two (2) ISD staff will be scheduled in each classroom. It is understood that at any given time during a class period, ISD staff may work in one of the two assigned adjoining classrooms, leaving DCYF staff in the other adjoining classroom. ISD teachers will provide direct instruction.
- b. District staff members will not be assigned DCYF staff roles/bargaining unit work, including but not limited to, student escorts, physical de-escalation, safety and security of the classroom and campus.

Part 12- Professional Responsibilities when a student is directed to quarantine-

- a. The parties agree that based upon the lack of OSPI specific technical guidance for providing instruction to students who are in quarantine or isolation related to COVID, the District will follow existing practices to address any excused illness-related absence.
- b. In the event of whole class quarantine, teachers not required to quarantine will continue to teach from their classrooms to students at home using appropriate technology.
- c. It is the intent of the parties to monitor and adjust instruction to align with potential technical guidance from OSPI and/or in response to trends in COVID related absences.

Part 13- 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 (HELSA). 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 14- Elementary Meet the Teacher, Secondary Registration, WA-Kids and Curriculum Night-

- a. For the back-to-school events where an adult traditionally accompanies a student, the following will apply:
 - i. In accordance with DOH requirements, all visitors must wear a cloth face covering or an acceptable alternative whenever they are inside a school building, regardless of vaccination status.
 - ii. For Elementary Meet The Teacher only the student can enter the school building. Each school building will develop and communicate the plan to staff and families.
 - iii. For middle and high school orientations only the students can enter the school building. Each school building will develop and communicate the plan to staff and families.
- b. For Curriculum Night, one (1) parent/guardian per student may attend in-person. Staff Curriculum Night duties will follow in accordance with the 2018-2022 Collective Bargaining Agreement (CBA). (e.g. Staff are not required to live stream their presentation).
- c. For WA-Kid family connections, one (1) parent/guardian may attend in-person with the student.
- d. The parties agree to discuss elementary conferences and the implementation of those due to COVID prior to conferences being scheduled.

Part 15- Eating, Drinking and Lunch Procedures:

- a) Snacks and drinks will not be consumed in the classroom with the exception of access to a water bottle. A designated location will be identified by the COVID Supervisor for students that require additional snacks during the day.
- b) Students will wash their hands before eating snack and lunch.
- c) Recess will occur after lunch to accommodate hand washing.
- d) Sanitizing stations will be placed at the lunchroom, and students and staff will use them as they enter and exit the lunchroom.
- e) At the elementary level, students will be seated with their classroom and maximize distance between students to the degree possible.
- f) At the secondary level, each building will determine the seating arrangement and maximize distance between students to the degree possible.
- g) Students will be expected to keep masks on when they enter the lunchroom and when they are not eating.
- h) If safe and feasible, windows and doors to the outside will be open during lunch.
- i) Staff will not be required to sanitize or clean the tables or floors. Tables will be cleaned and sanitized before and after each lunch.

Tentative Agreement agreed to this 30 day of July 2021.

Donna Hood
Assistant Superintendent of Human Resources

Derona Burkholder
IEA President

