

MEMORANDUM OF UNDERSTANDING
Between the
Issaquah School District
And
Washington State Council and City Employees Local #21-I
AFSCME AFL-C10

The following *Memorandum of Understanding* is made and entered into between the Issaquah School District and the Washington State Council and City Employees concerning the mandatory closing of schools by Washington State Governor Inslee due to COVID-19 beginning April 29, 2020 through June 23, 2020 and is subject to the following:

1. Any member that meets one or more of the higher risk criterion will be placed on *Paid Administrative Leave* effective immediately and for the duration of the Stay Home, Stay Safe order. Higher risk criterion as defined by Public Health include:
 - People 65 years and older
 - People with chronic lung disease or moderate to severe asthma
 - People who have serious heart conditions
 - People who are immunocompromised
 - Many conditions can cause a person to be immunocompromised, including cancer treatment, smoking, bone marrow or organ transplantation, immune deficiencies, poorly controlled HIV or AIDS, and prolonged use of corticosteroids and other immune weakening medications
 - People with severe obesity (body mass index [BMI] of 40 or higher)
 - People with diabetes
 - People with chronic kidney disease undergoing dialysis
 - People with liver disease
2. All bus drivers not on *Paid Administrative Leave* will be assigned work on a shift basis. All drivers not on *Paid Administrative Leave* shall be available for call-in between 7:00am-11:00am daily. Although an assigned shift may be less in duration than a bus drivers package hours, if the bus driver works the assigned shift offered by their supervisor they will be paid their full package.
3. Assigned work will be offered to bus drivers on a reverse seniority basis, including sub and driver trainers.
4. Bus drivers will be offered free childcare at one of our childcare sites for their own kindergarten to fifth grade aged dependent/s while working their assigned shift.
5. If a bus driver refuses assigned work due to becoming ill, being a care-taker of someone in one of the high risk categories, or other personal reasons, they shall access accrued leave including Illness/Injury/Emergency Leave. The parties will continue to discuss FFCRA implementation and will follow any and all regulations and laws related to the implementation. If all leave has been exhausted, Shared Leave may be accessed depending on eligibility. Unpaid Leave may also be used upon authorization from Human Resources.
 - If a bus driver cannot work their assignment due to a personal conflict, they will be given another assignment within a 48 hours window. If they refuse the second assignment, they may access the leave options listed above in section 6.

6. Sub and Drivers in Training will be paid on an individual basis calculating average days worked as if they had a package.
7. As Covid-19 related restrictions are evolving the District and Union will continue to have discussions regarding potential summer work and will communicate any developments to employees by June 1, 2020 via email.

This MOU will not be precedent setting and shall expire on June 23, 2020

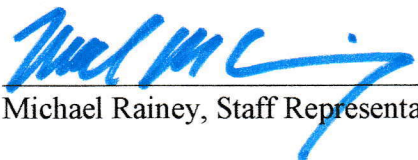
For the District

Jacob  Kuper
Digitally signed by Jacob Kuper
DN: cn=Jacob Kuper, o=SD #411, ou=Washington State Council on Health Care, c=US
Date: 2020.04.29 13:40:12 -0700


Jake Kuper, Chief Financial Officer

Date

Washington State Council and City Employees Local #21-I



Michael Rainey, Staff Representative



Date

Angela McSwain, President

Date