

1 **MEMORANDUM OF UNDERSTANDING**

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3 THIS MEMORANDUM OF UNDERSTANDING SETS FORTH THE FOLLOWING AGREEMENT  
4 BETWEEN PUBLIC SCHOOL EMPLOYEES OF WASHINGTON/SEIU 1948 OF THE ISSAQUAH  
5 ASSOCIATION OF EDUCATION PROFESSIONALS CHAPTER #707 OF PUBLIC SCHOOL  
6 EMPLOYEES, AND THE ISSAQUAH SCHOOL DISTRICT # 411 PURSUANT TO ARTICLE 18 AND  
7 SECTION 18.3 OF THE CURRENT COLLECTIVE BARGAINING AGREEMENT.  
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9 The following *Memorandum of Understanding* is made and entered into between the Issaquah School District  
10 and the PSE/SEIU, Local 1948 concerning the impacts of the COVID-19 Pandemic on the 2020-2021 school  
11 year and is subject to the following:  
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14 **Safety Committee**

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16 Active safety committee participation: Each safety committee, as required by L&I's Division of Occupational  
17 Safety and Health rules mandating site specific accident prevention programs and safety committees, where  
18 each school district develops and implements an Accident Prevention Program (APP) as described in-WAC  
19 296-800-140 and WAC 296-800-130., including a COVID-19 prevention plan, will include one member of this  
20 bargaining unit per committee. Names will be submitted by PSE president no later than end of business day  
21 March 10, 2021.  
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23 **SCHOOL OPENING**

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25 1. Members of this bargaining unit that meet one or more of the higherrisk criteria defined by the  
26 Governor's Proclamation 20-46 and are expected to work on site for a portion of their job may:  
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28 a) Request a consideration for an alternative work assignment/remote work through an  
29 b) interactive interview with Human Resources; or  
30 c) if an alternative work/remote work assignment is not feasible, access their accrued  
31 d) leave after; or  
32 e) if choosing not to pursue an alternative work/ remote work assignment, access their  
33 f) accrued leave after or unemployment insurance.  
34 g) Employees currently on an alternative work/remote work assignment shall remain on  
35 alternative work/remote work assignment until the interactive process with Human  
36 Resources has been completed.  
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38 2. Members of this bargaining unit will work remotely on Wednesdays. Supervisors may request  
39 minimal in-person staffing, in the office/department on Wednesdays for essential duties determined  
40 by their supervisor. In person staffing on Wednesdays would alternate among members of the  
41 office/department, if requested, based on task.  
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44 3. Epidemiologically Linked Closure – If any building changes to full-remote learning, or any facility  
45 closes due to positive COVID cases, then all members of the bargaining unit assigned to that  
46 worksite will have the option to work remotely. If the district system goes to full remote, then all  
47 members of the bargaining unit at all locations/worksites will have the option to work remotely.  
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- 1 1. Elementary:
  - 2 a) All Office Professionals will return to work on site three (3) days per week
  - 3 b) All Office Professionals will return to work on site, for their full contracted hours, three (3)
  - 4 days prior to students returning
  - 5 c) If the District plans to add students other than those grade levels and programs historically
  - 6 placed in the elementary buildings, the parties will meet two (2) weeks or more prior to the
  - 7 implementation to discuss the impact of this change.
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- 9 2. Secondary:
  - 10 a) Office Professionals will return to work on site three (3) days per week starting that have
  - 11 special education programs in session at their schools.
  - 12 b) Office Professionals and College and Career Specialists will return to work on site for their
  - 13 full contracted hours, one (1) week prior to a secondary grade level entering a building.
  - 14 c) If the District plans to add students other than those grade levels and programs historically
  - 15 placed in the secondary buildings, the parties will meet two (2) weeks or more prior to the
  - 16 implementation to discuss the impact of this change and determine if timelines need to be
  - 17 adjusted.
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- 19 3. Administration Building/Non-school Buildings: Supervisors will determine an onsite/remote
- 20 schedule with their Office Professional that allows for completion of tasks that cannot be completed
- 21 remotely.
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- 23 4. Echo Glen: Members of this bargaining unit assigned to Echo Glen are not required to work on-site
- 24 unless a school administrator is on site or certificated teachers are required to work on-site, and/or
- 25 an essential on-site task is required as determined by the supervisor.
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- 27 5. Building and visitor conditions and expectations:
  - 28 a) The District will follow DOH, L&I and/or OSHA safety requirements, orders, and
  - 29 guidelines including those established by the Department of Health, Labor and Industry,
  - 30 and K12 Fall Health and Safety Guidance, and the King County Department of Health K-12
  - 31 COVID-19 Response Toolkit.
  - 32 b) The District will require the public (including, but not limited to: students, vendors,
  - 33 community members, and visitors) to follow all State mandates, orders, CDC, Department
  - 34 of Health, Labor and Industry, and K12 Fall Health and Safety Guidance, social distancing
  - 35 and face covering guidelines every time the public accesses district facilities.
  - 36 c) Building staff has the right to refuse entry to visitors not following the State mandates,
  - 37 orders, public health and safety requirements and guidelines including those established by
  - 38 the Department of Health, Labor and Industry, and K12 Fall Health and Safety Guidance.
  - 39 d) All employees will be expected to follow applicable DOH, L&I and/or OSHA health and
  - 40 safety protocols while in the building.
  - 41 e) Scheduling for all school visitors and testing will be coordinated in a manner that ensures
  - 42 minimal contact in the office.
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- 44 6. Health Screening and Attestation: a trained District employee (Nurses, Health Room Specialists and
- 45 Building Administrators) other than the Office Professional, will be the primary staff that will
- 46 administer temperature screening and health attestation to the student(s) or authorized visitors and
- 47 will escort the student/visitor to the proper location. Office Professionals will assist with attestation
- 48 facilitation if previously named staff are unavailable. Office Professionals will continue to support
- 49 clerical and ancillary tasks related to screening and attestations.
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- 1 7. The District will provide any other PPE required by DOH, L&I and/or OSHA for the  
2 employee's job responsibilities, working conditions and circumstances, including when staff  
3 members share a work space. Staff may request additional PPE (goggles, non-surgical KN95 or  
4 N95 masks, plexiglass, or other appropriate barrier, etc.) through their COVID Supervisor. Any  
5 PPE related items or concerns will be addressed through Labor Management Teams. Labor  
6 Management Teams will meet monthly or more often, as needed, for the duration of this  
7 agreement.  
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- 9 8. Staff will "check in" with their supervisor via email or phone by 10AM of each day if they are  
10 working remotely.  
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- 12 9. Employees who require electronic communication to complete work from a remote work  
13 location will be given necessary technology (equipment and access) to accomplish said work.  
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- 15 10. Members of the bargaining unit will not be required to share telephones at the work place.  
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- 17 11. The District and Association President will inform each other within 24 hours, if either is  
18 informed that a student or staff member has tested COVID-19 positive. Such notification will be  
19 consistent with all applicable patient privacy laws, and the King County Department of Health  
20 K-12 COVID-19 Response Toolkit.  
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- 22 12. Each building will follow CDC physical distancing guidelines throughout the building.  
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- 25 13. Nurses, Health Room Specialists and Building Administrators will be the primary employees to  
26 administer medication and/or first aid to students. Office Professionals will assist in  
27 administration of medication and/or first aid only if previously named staff are unavailable.  
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- 30 14. Only designated and trained staff will interact with people showing symptoms of COVID-19. At  
31 least one designated, trained staff member will be available at all times during the workday in  
32 case there is a need to isolate a symptomatic employee or student "Designated and trained  
33 staff" do not include members of this bargaining unit for the purposes of interacting with people  
34 showing symptoms of COVID-19.  
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- 36 15. Substitutes – In the event that an Office Professional is absent from the building, thus  
37 necessitating a substitute, the District and staff will first call PSE Represented employees on the  
38 recall list, that have indicated that they are available for substitute assignments, prior to calling  
39 all other substitutes.  
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- 41 16. All employees that are impacted by hourly reductions (as outlined in PSE CBA Section  
42 10.7.2) will have full SEBB benefits through August 31 2021, per SB 6189)  
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- 45 17. Anonymized case data regarding suspected COVID-19 transmissions and cases will be  
46 reviewed on a regular basis at Labor Management meetings. Employees who are the first to  
47 report a positive COVID-19 case at a worksite may volunteer to have their cases reviewed at a  
48 Labor Management meeting to evaluate if subsequent information indicates that the employee  
49 contracted COVID-19 at work.  
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1 **LEAVES**

2 1. In order to support the vaccination of the essential employees, the District will release employees with  
3 pay who have scheduled vaccination appointments during their scheduled working hours. Employees  
4 must notify their supervisor as soon as reasonably possible. Employees who have scheduled  
5 appointments outside of King County will be granted release for no more than one half (1/2) of a day

6 2. **Quarantine, Isolation and Emergency Health Leave**

7 For staff members who are directed to isolate and/or quarantine due to close contact in the  
8 workplace, remote work will be extended during the quarantine period. If the employee is not able  
9 to perform the work due to illness or there is no remote work available, the District will provide  
10 Emergency Health Leave. The use of this leave is limited to the workdays that fall into this  
11 quarantine period.

12 2.1 Employees who are confirmed COVID-19 positive due to workplace exposure and are not  
13 able to work in person or remotely after the end of Emergency Health Leave period, the  
14 employee may access a pool of 100 days for bargaining unit members upon providing  
15 medical documentation stating a positive case and the inability to work in any capacity.

16 2.2 The District and the Union will review the balance of the pool monthly.

17 2.3 If the pool is exhausted, the Union and the District will reopen this section of the agreement.

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19 3. Employees Caring for Someone with COVID-19/Suspected COVID-19. Employees who are caring for  
20 a person (1) who is covered by applicable law or contract provision and (2) is subject to quarantine  
21 because that person has a confirmed/diagnosed case of COVID-19, or is experiencing symptoms of  
22 COVID-19 and is seeking medical confirmation/ diagnosis, may not come to work at a District work  
23 site. Employees may access any or all of the following benefits under the terms of the applicable  
24 provisions of the CBA or law, as appropriate to their situation, including, specifically, when the person  
25 in question is covered by the applicable contract provision and/or law:

26 3.1 Engage in an interactive interview with the District to discuss a possible alternative assignment  
27 and/or alternative work site.

28 3.2 Illness, Injury, and Emergency Leave.

29 3.3 Shared Leave.

30 3.4 Personal Leave.

31 3.5 Washington Paid Family Medical Leave (PFML).

32 3.6 Family Medical Leave Act (unpaid leave except for continued health insurance benefits).

33 3.7 Unpaid leave of absence for the period of time the employee is directed to not come to work at a  
34 District work site.

35 3.8 Unemployment Benefits.

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37 4. Higher/Increased Risk Employees.

38 4.1 Employees who are or might be at higher risk/increased risk of severe illness or death from COVID-  
39 19 as that term is defined by the Governor's proclamation 20-46 may choose to come to work at a  
40 District work site when required by the employee's assignment or may access any or all of the  
41 following benefits under the terms of the applicable provisions of the CBA or law, as appropriate to  
42 their situation.

43 4.2 Engage in an interactive interview with the District to discuss a possible alternative assignment and/or  
44 alternative work site (see Section 1 above).

45 4.3 Illness, Injury, and Emergency Leave.

46 4.4 Personal Leave.

47 4.5 Leave Without Pay – Long Term for the 2020-2021 School Year.

48 4.6 Unemployment Benefits.  
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- 5 Higher/Increased Risk Individual in the Employee’s Household.
  - 5.1 Employees who themselves are not at higher risk/increased risk but have someone in the household who is at higher risk /increased risk of severe illness or death from COVID-19 as that term is defined by the Governor’s proclamation 20-46 may choose to come to work at a District work site when required by the employee’s assignment or may access any or all of the following benefits under the terms of the applicable provisions of the CBA, as appropriate to their situation
  - 5.2 Engage in an interactive interview with the District to discuss a possible alternative assignment and/or alternative work site (see Section 1 above).
  - 5.3 Leave for Illness, Injury or Emergency.
  - 5.4 Personal Leave.
  - 5.5 Leave without Pay – Long Term for the 2020-2021 School Year.
  
- 6 Employees with Children Impacted by School or Childcare Closed or Unavailable.
  - 6.1 An employee who needs leave because the employee is caring for a child whose school or place of care is closed (or child care provider is unavailable) for reasons related to COVID-19 may access any or all of the following benefits under the terms of the applicable provisions of the CBA or law, as appropriate to their situation.
  - 6.2 Engage in an interactive interview with the District to discuss a possible alternative assignment and/or alternative work site (see Section 1 above).
  - 6.3 Personal Leave.
  - 6.4 Leave for Illness, Injury or Emergency.
  - 6.5 Leave without Pay – Long Term for the 2020-2021 School Year.
  - 6.6 The District will offer placements in its “Before and After School Care (“BASC)” program during the workday to provide childcare options to employees with children enrolled in the District.
  
- 7 Employees Who Cannot or For Whom it is Inappropriate to Wear a Face Covering or Other Required PPE.
  - 7.1 Upon presentation of appropriate documentation from the employee’s health care provider and under the terms of the CBA or law, an employee whose assignment requires work at a District work site and who cannot wear a face covering shall be provided a face shield. An employee whose assignment requires work at a District work site and who cannot wear other personal protective equipment (PPE) required for the employee’s assignment may choose to access any or all of the following benefits upon presentation of appropriate documentation from the employee’s health care provider and under the terms of the CBA or law, as appropriate to their situation.
  - 7.2 Engage in an interactive interview with the District to discuss possible options for a safe exemption from face mask and/or PPE requirements, a possible alternative assignment and/or alternative work site.
  - 7.3 Leave for Illness, Injury or Emergency.
  - 7.4 Personal Leave.
  - 7.5 Leave without Pay – Long Term for the 2020-2021 School Year.
  - 7.6 Other accommodations identified through the interactive process of the Americans with Disabilities Act (ADA).
  
- 8 Employees Who Choose to Not Wear a Face Covering or Other Required PPE.
  - 8.1 An employee whose assignment requires work at a District work site and who does not have a documented inability to wear PPE required for the employee’s assignment, including but not limited



1 to a face covering, but nevertheless does not wish to do so, may choose to access any or all of the  
2 following benefits under the terms of the applicable collective bargaining agreement (CBA) or law.

3 8.2 Personal Leave.

4 8.3 Leave without Pay – Long Term for the 2020-2021 School Year.

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6 9 Employees Who Otherwise Choose Not to Work at a District Work Site Due to Concern for Safety and/or  
7 their Health.

8 9.1 An employee whose assignment requires working at a District work site and who does not fit within  
9 the conditions of the previous paragraphs above, may access any or all of the following benefits  
10 under the terms of the applicable provisions of the CBA or law.

11 9.2 Engage in an interactive interview with the District to discuss a possible alternative assignment  
12 and/or alternative work site (see Section 1 above).

13 9.3 Personal Leave.

14 9.4 Leave without Pay – Long Term for the 2020-2021 School Year.

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16 10 Rights and Protections of the Americans with Disabilities Act.

17 10.1 An employee seeking accommodations under the ADA and/or WLAD retains these rights in addition  
18 to or independent of seeking other benefits noted herein.

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20 11 Possible Limitations.

21 11.1 All the contractual, insurance and statutory leave benefits referenced above have specific rules or  
22 external agencies that govern their application, and the terms of this MOU will be interpreted consistent  
23 with those rules and agencies. Some of the leave entitlements may require documentation from a health  
24 care provider. The parties agree to meet prior to the expiration of the Governor’s order regarding “high  
25 risk employees” to address future guidance based on the actions or inactions of the Governor.


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27 This Memorandum of Understanding shall become effective upon signature of both parties, and shall  
28 remain in effect until June 30, 2021/or until the State of Emergency is lifted, whichever is later.

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30 PUBLIC SCHOOL EMPLOYEES OF  
31 WASHINGTON/SEIU LOCAL 1948

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33 PUBLIC SCHOOL EMPLOYEES  
34 OF ISSAQUAH OP CHAPTER #707

35  
36 ISSAQUAH SCHOOL DISTRICT #411

37 BY:   
38 Emily Freet, Chapter President

39 BY:   
40 Jake Kuper, Chief of Finance and Operations

41  
42 DATE: 09Mar21

43  
44 DATE: 3-9-2021

