MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING SETS FORTH THE FOLLOWING AGREEMENT BETWEEN PUBLIC SCHOOL EMPLOYEES OF WASHINGTON/SEIU 1948 OF THE ISSAQUAH ASSOCIATION OF EDUCATION PROFESSIONALS CHAPTER #707 OF PUBLIC SCHOOL EMPLOYEES, AND THE ISSAQUAH SCHOOL DISTRICT # 411 PURSUANT TO ARTICLE 18 AND SECTION 18.3 OF THE CURRENT COLLECTIVE BARGAINING AGREEMENT.

The following Memorandum of Understanding is made and entered into between the Issaquah School District and the PSE/SEIU, Local 1948 concerning the impacts of the COVID-19 Pandemic on the 2020-2021 school year and is subject to the following:

SCHOOL OPENING

1. Office Personnel and College and Career Specialist that meet one or more of the higher risk criteria defined by the Governor's Proclamation 20-46 and are expected to work on site for a portion of their job may:

   a. Request a consideration for an alternative work assignment/remote work through an interactive interview with Human Resources; or
   b. if an alternative work/remote work assignment is not feasible, access their accrued leave after August 31, 2020; or
   c. if choosing not to pursue an alternative work/remote work assignment, access their accrued leave after August 31, 2020 or unemployment insurance.
   d. Employees currently on an alternative work/remote work assignment shall remain on alternative work/remote work assignment until the interactive process with Human Resources has been completed.

2. Office Personnel and College and Career Specialists schedules will be determined by their supervisor and/or students returning to the buildings:

   Elementary:
   o All Office Professionals will return to work on site three (3) days per week starting October 5th.
   o All Office Professionals will return to work on site, for their full contracted hours, three (3) days prior to students returning.
   o If the District plans to add students other than those grade levels and programs historically placed in the elementary buildings, the parties will meet two (2) weeks or more prior to the implementation to discuss the impact of this change.

   Secondary:
   o Office Professionals will return to work on site three (3) days per week starting October 5, 2020 that have special education programs in session at their schools.
   o Office Professionals and College and Career Specialists will return to work on site for their full contracted hours, one (1) week prior to a secondary grade level entering a building.
   o If the District plans to add students other than those grade levels and programs historically placed in the secondary buildings, the parties will meet two (2) weeks or
more prior to the implementation to discuss the impact of this change and determine if timelines need to be adjusted.

**Administration Building:**
- Supervisors will determine an onsite/remote schedule with their Office Professional that allows for completion of tasks that cannot be completed remotely, beginning October 5, 2020.

3. **Building and visitor conditions and expectations:**
- The District will follow Public Health and safety requirements and guidelines including those established by the Department of Health, Labor and Industry, and K12 Fall Health and Safety Guidance, and the King County Department of Health K-12 COVID-19 Response Toolkit.
- The District will require the public (including, but not limited to: students, vendors, community members, and visitors) to follow all State Mandates, CDC, Department of Health, Labor and Industry, and K12 Fall Health and Safety Guidance, social distancing and face covering guidelines every time the public accesses district facilities.
- Building staff has the right to refuse entry to visitors not following the State Mandates, public health and safety requirements and guidelines including those established by the Department of Health, Labor and Industry, and K12 Fall Health and Safety Guidance.
- All employees will be expected to follow applicable DOH health and safety protocols while in the building.
- Scheduling for all school visitors and testing will be coordinated in a manner that ensures minimal contact in the office.

4. **Health Screening and Attestation:** a trained District employee (Nurses, Health Room Specialists and Building Administrators) other than the Office Professional, will be the primary staff that will administer temperature screening and health attestation to the student(s) or authorized visitors and will escort the student/visitor to the proper location. Office Professionals will assist with attestation facilitation if previously named staff are unavailable. Office Professionals will continue to support clerical and ancillary tasks related to screening and attestations.

5. Staff will "check in" with their supervisor via email or phone by 10AM of each day if they are working remotely.

6. Employees who require electronic communication to complete work from a remote work location will be given necessary technology (equipment and access) to accomplish said work.

7. Office Professionals will not be required to share telephones at the work place.

8. The District and Association President will inform each other within 24 hours, if either is informed that a student or staff member has tested COVID-19 positive. Such notification will be consistent with all applicable patient privacy laws, and the King
9. Each building will follow CDC physical distancing guidelines throughout the building.

10. Nurses, Health Room Specialists and Building Administrators will be the primary employees to administer medication and/or first aid to students. Office Professionals will assist in administration of medication and/or first aid only if previously named staff are unavailable.

11. Substitutes – In the event that an Office Professional is absent from the building, thus necessitating a substitute, the District will first call PSE Represented employees on the recall list, that have indicated that they are available for substitute assignments, prior to calling all other substitutes.

12. All employees that are in lay-off status (as outlined in PSE CBA Section 10.7.2) will have full SEBB benefits through December 31, 2020.

LEAVES

1.1. Employees who have a confirmed/diagnosed case of COVID-19, or who are experiencing symptoms of COVID-19 and are seeking medical confirmation/diagnosis, may not come to work at a District work site, and may access any or all of the following benefits under the terms of the applicable provisions of the parties’ collective bargaining agreement (“CBA”) or law, as appropriate to their situation.

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

1.1.2. Emergency Paid Sick Leave (EPSL).

1.1.3. Under the federal Families First Coronavirus Response Act (FFCRA) with supplementation up to the employee’s regular daily salary by other paid leaves identified below if the employee’s salary exceeds the statutory EPSL cap ($511/day).

1.1.4. Illness, Injury, and Emergency Leave.

1.1.5. Personal Leave.

1.1.6. Shared Leave.

1.1.7 Worker’s Compensation.

1.1.8 Unpaid Leave of Absence for the Period of the Temporary Disabling Condition.

1.1.9 Long-Term Disability Benefits.
1.1.10 Unemployment Benefits.

1.1.11 After accessing the above benefits that may apply to their situation, if an employee has no option other than Leave Without Pay – Long Term for the 2020-2021 school year, the District and Association shall, at the request of the employee, meet to discuss leave options.

2. Employees Quarantined Due to Possible Exposure to COVID-19.

2.1. Employees who have been advised by a public health agency to quarantine at home due to possible exposure to COVID-19 may not come to work at a District work site and may access any or all of the following benefits under the terms of the applicable provisions of the CBA or law, and as appropriate to their situation:

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

2.1.2. EPSL with supplementation up to the employee’s regular daily salary by other paid leaves identified below if the employee’s salary exceeds the statutory EPSL cap ($511/day).

2.1.3. Illness, Injury, and Emergency Leave.

2.1.4. Personal Leave.

2.1.5. Worker’s Compensation.

2.1.6. Unpaid Leave of Absence for the Period of the Directed Quarantine.

2.1.7. Unemployment Benefits.


3.1. Employees who are caring for a person (1) who is covered by applicable law or contract provision and (2) is subject to quarantine because that person has a confirmed/diagnosed case of COVID-19, or is experiencing symptoms of COVID-19 and is seeking medical confirmation/diagnosis, may not come to work at a District work site. Employees 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, including, specifically, when the person in question is covered by the applicable contract provision and/or law:

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

3.1.2. EPSL with supplementation up to the employee’s regular daily salary if the employee’s salary exceeds the statutory EPSL cap ($200/day) by other paid leaves identified below.

3.1.3. Illness, Injury, and Emergency Leave.
3.1.4. Shared Leave.

3.1.5. Personal Leave.

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

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

3.1.8. Unemployment Benefits.

4. Higher/Increased Risk Employees.

4.1. Employees who are or might be 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 or law, as appropriate to their situation.

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

4.1.2. EPSL with supplementation up to the employee’s regular daily salary by other paid leaves identified below if the employee’s salary exceeds the statutory EPSL cap ($511/day).

4.1.3. Illness, Injury, and Emergency Leave.

4.1.4. Personal Leave.

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

4.1.6. Unemployment Benefits.


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.

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

5.1.2. EPSL with supplementation up to the employee’s regular daily salary if the employee’s
salary exceeds the statutory EPSL cap ($200/day) by other paid leaves identified below.

5.1.3. Leave for Illness, Injury or Emergency.

5.1.4. Personal Leave.

5.1.5. 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.

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

6.1.2. EPSL with supplementation up to the employee’s regular daily salary if the employee’s salary exceeds the statutory EPSL cap ($200/day) by other paid leaves identified below.

6.1.3. Emergency Family and Medical Leave (EFML). Under the FFCRA (partially unpaid, and partially paid at 2/3 regular wages up to a maximum of $200/day); with possible supplementation up to the employee’s regular daily salary by other paid leaves identified below.

6.1.4. Personal Leave.

6.1.5. Leave for Illness, Injury or Emergency.


6.1.7. 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.
7.1.1. 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 (see Section 5.10 below).

7.1.2. Leave for Illness, Injury or Emergency.

7.1.3. Personal Leave.

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

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

8.1.1. Personal Leave.

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

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

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

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

9.1.2. Personal Leave.

9.1.3. 5.9.3. Leave without Pay – Long Term for the 2020-2021 School Year.


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

11. Possible Limitations.

11.1. All the contractual, insurance and statutory leave benefits referenced above have specific rules or external agencies that govern their application, and the terms of this MOU will be interpreted consistent with those rules and agencies. Some of the leave entitlements may require documentation from a health care provider. The leave entitlements within the FFCRA
(both EPSLA and EFMLA) currently expire December 31, 2020, and the parties agree to meet prior to that date to reconsider whether the leave entitlements above will be amended. The parties agree to meet prior to the expiration of the Governor’s order regarding “high risk employees” to address future guidance based on the actions or inactions of the Governor.

This Memorandum of Understanding shall become effective upon signature of both parties, and shall remain in effect until December 31, 2020.

PUBLIC SCHOOL EMPLOYEES OF
WASHINGTON/SEIU LOCAL 1948

PUBLIC SCHOOL EMPLOYEES
OF ISSAQUAH OP CHAPTER #707

BY: ____________________________
   Emily Freet, Chapter President

DATE: _______________________

ISSAQUAH SCHOOL DISTRICT #411

BY: ____________________________
   Jake Kuper, Chief of Finance and Operations

DATE: _______________________

October 12, 2020