

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  
7 AND SECTION 18.3 OF THE CURRENT COLLECTIVE BARGAINING AGREEMENT.  
8

9 The following *Memorandum of Understanding* is made and entered into between the Issaquah School  
10 District and the PSE/SEIU, Local 1948 concerning the impacts of the COVID-19 Pandemic on the  
11 2020-2021 school year and is subject to the following:  
12

13 SCHOOL OPENING

- 14  
15 1. Office Personnel and College and Career Specialist that meet one or more of the higher  
16 risk criteria defined by the Governor's Proclamation 20-46 and are expected to work on  
17 site for a portion of their job may:  
18  
19 a. Request a consideration for an alternative work assignment/remote work through an  
20 interactive interview with Human Resources; or  
21 b. if an alternative work/remote work assignment is not feasible, access their accrued  
22 leave after August 31, 2020; or  
23 c. if choosing not to pursue an alternative work/ remote work assignment, access their  
24 accrued leave after August 31, 2020 or unemployment insurance.  
25 d. Employees currently on an alternative work/remote work assignment shall remain on  
26 alternative work/remote work assignment until the interactive process with Human  
27 Resources has been completed.  
28

- 29 2. Office Personnel and College and Career Specialists schedules will be determined by  
30 their supervisor and/or students returning to the buildings:  
31

32 Elementary:

- 33 o All Office Professionals will return to work on site three (3) days per week starting  
34 October 5th.  
35 o All Office Professionals will return to work on site, for their full contracted hours,  
36 three (3) days prior to students returning.  
37 o If the District plans to add students other than those grade levels and programs  
38 historically placed in the elementary buildings, the parties will meet two (2) weeks  
39 or more prior to the implementation to discuss the impact of this change.  
40

41 Secondary:

- 42 o Office Professionals will return to work on site three (3) days per week starting  
43 October 5, 2020 that have special education programs in session at their schools.  
44 o Office Professionals and College and Career Specialists will return to work on site  
45 for their full contracted hours, one (1) week prior to a secondary grade level  
46 entering a building.  
47 o If the District plans to add students other than those grade levels and programs  
48 historically placed in the secondary buildings, the parties will meet two (2) weeks or



1 more prior to the implementation to discuss the impact of this change and determine  
2 if timelines need to be adjusted.

3  
4 Administration Building:

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

8  
9 3. Building and visitor conditions and expectations:

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

27  
28 4. Health Screening and Attestation: a trained District employee (Nurses, Health Room  
29 Specialists and Building Administrators) other than the Office Professional, will be the  
30 primary staff that will administer temperature screening and health attestation to the  
31 student(s) or authorized visitors and will escort the student/visitor to the proper location.  
32 Office Professionals will assist with attestation facilitation if previously named staff are  
33 unavailable. Office Professionals will continue to support clerical and ancillary tasks  
34 related to screening and attestations.

35  
36 5. Staff will "check in" with their supervisor via email or phone by 10AM of each day if  
37 they are working remotely.

38  
39 6. Employees who require electronic communication to complete work from a remote  
40 work location will be given necessary technology (equipment and access) to accomplish  
41 said work.

42  
43 7. Office Professionals will not be required to share telephones at the work place.

44  
45 8. The District and Association President will inform each other within 24 hours, if either  
46 is informed that a student or staff member has tested COVID-19 positive. Such  
47 notification will be consistent with all applicable patient privacy laws, and the King

1 County Department of Health K-12 COVID-19 Response Toolkit.  
2  
3

- 4 9. Each building will follow CDC physical distancing guidelines throughout the building.  
5  
6 10. Nurses, Health Room Specialists and Building Administrators will be the primary  
7 employees to administer medication and/or first aid to students. Office Professionals  
8 will assist in administration of medication and/or first aid only if previously named staff  
9 are unavailable.  
10  
11 11. Substitutes – In the event that an Office Professional is absent from the building, thus  
12 necessitating a substitute, the District will first call PSE Represented employees on the  
13 recall list, that have indicated that they are available for substitute assignments, prior to  
14 calling all other substitutes.  
15  
16 12. All employees that are in lay-off status (as outlined in PSE CBA Section 10.7.2) will  
17 have full SEBB benefits through December 31, 2020.  
18  
19

20 LEAVES

21 1. Section Employees with COVID-19/Suspected COVID-19.  
22

- 23 1.1. Employees who have a confirmed/diagnosed case of COVID-19, or who are experiencing  
24 symptoms of COVID-19 and are seeking medical confirmation/diagnosis, may not come to  
25 work at a District work site, and may access any or all of the following benefits under the terms  
26 of the applicable provisions of the parties' collective bargaining agreement ("CBA") or law, as  
27 appropriate to their situation.  
28  
29 1.1.1. Engage in an interactive interview with the District to discuss a possible alternative  
30 assignment and/or alternative work site (see Section 1 above).  
31  
32 1.1.2. Emergency Paid Sick Leave (EPSL).  
33  
34 1.1.3. Under the federal Families First Coronavirus Response Act (FFCRA) with  
35 supplementation up to the employee's regular daily salary by other paid leaves identified  
36 below if the employee's salary exceeds the statutory EPSL cap (\$511/day).  
37  
38 1.1.4. Illness, Injury, and Emergency Leave.  
39  
40 1.1.5. Personal Leave.  
41  
42 1.1.6. Shared Leave.  
43  
44 1.1.7 Worker's Compensation.  
45  
46 1.1.8 Unpaid Leave of Absence for the Period of the Temporary Disabling Condition.  
47  
48 1.1.9 Long-Term Disability Benefits.

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2 1.1.10 Unemployment Benefits.  
3

4 1.1.11 After accessing the above benefits that may apply to their situation, if an employee has  
5 no option other than Leave Without Pay – Long Term for the 2020-2021 school year,  
6 the District and Association shall, at the request of the employee, meet to discuss leave  
7 options.  
8

9 2. Employees Quarantined Due to Possible Exposure to COVID-19.  
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11 2.1. Employees who have been advised by a public health agency to quarantine at home due to  
12 possible exposure to COVID19 may not come to work at a District work site and may access  
13 any or all of the following benefits under the terms of the applicable provisions of the CBA or  
14 law, and as appropriate to their situation:  
15

16 2.1.1. Engage in an interactive interview with the District to discuss a possible alternative  
17 assignment and/or alternative work site (see Section 1 above).  
18

19 2.1.2. EPSL with supplementation up to the employee's regular daily salary by other paid leaves  
20 identified below if the employee's salary exceeds the statutory EPSL cap (\$511/day).  
21

22 2.1.3. Illness, Injury, and Emergency Leave.  
23

24 2.1.4. Personal Leave.  
25

26 2.1.5. Worker's Compensation.  
27

28 2.1.6. Unpaid Leave of Absence for the Period of the Directed Quarantine.  
29

30 2.1.7. Unemployment Benefits.  
31

32 3. Employees Caring for Someone with COVID-19/Suspected COVID-19.  
33

34 3.1. Employees who are caring for a person (1) who is covered by applicable law or contract  
35 provision and (2) is subject to quarantine because that person has a confirmed/diagnosed case  
36 of COVID-19, or is experiencing symptoms of COVID-19 and is seeking medical confirmation/  
37 diagnosis, may not come to work at a District work site. Employees may access any or all of the  
38 following benefits under the terms of the applicable provisions of the CBA or law, as appropriate  
39 to their situation, including, specifically, when the person in question is covered by the  
40 applicable contract provision and/or law:  
41

42 3.1.1. Engage in an interactive interview with the District to discuss a possible alternative  
43 assignment and/or alternative work site.  
44

45 3.1.2. EPSL with supplementation up to the employee's regular daily salary if the employee's  
46 salary exceeds the statutory EPSL cap (\$200/day) by other paid leaves identified below.  
47

48 3.1.3. Illness, Injury, and Emergency Leave.

- 1
- 2 3.1.4. Shared Leave.
- 3
- 4 3.1.5. Personal Leave.
- 5
- 6 3.1.6. Family Medical Leave Act (unpaid leave except for continued health insurance benefits).
- 7
- 8 3.1.7. Unpaid leave of absence for the period of time the employee is directed to not come to
- 9 work at a District work site.
- 10
- 11 3.1.8. Unemployment Benefits.
- 12

13 4. Higher/Increased Risk Employees.

14

15 4.1. Employees who are or might be at higher risk/increased risk of severe illness or death from

16 COVID-19 as that term is defined by the Governor’s proclamation 20-46 may choose to come

17 to work at a District work site when required by the employee’s assignment or may access any

18 or all of the following benefits under the terms of the applicable provisions of the CBA or law,

19 as appropriate to their situation.

20

- 21 4.1.1. Engage in an interactive interview with the District to discuss a possible alternative
- 22 assignment and/or alternative work site (see Section 1 above).
- 23
- 24 4.1.2. EPSL with supplementation up to the employee’s regular daily salary by other paid leaves
- 25 identified below if the employee’s salary exceeds the statutory EPSL cap (\$511/day).
- 26
- 27 4.1.3. Illness, Injury, and Emergency Leave.
- 28
- 29 4.1.4. Personal Leave.
- 30
- 31 4.1.5. Leave Without Pay – Long Term for the 2020-2021 School Year.
- 32
- 33 4.1.6. Unemployment Benefits.
- 34

35 5. Higher/Increased Risk Individual in the Employee’s Household.

36

37 5.1. Employees who themselves are not at higher risk/increased risk but have someone in the

38 household who is at higher risk /increased risk of severe illness or death from COVID-19 as that

39 term is defined by the Governor’s proclamation 20-46 may choose to come to work at a District

40 work site when required by the employee’s assignment or may access any or all of the following

41 benefits under the terms of the applicable provisions of the CBA, as appropriate to their situation

42

43 5.1.1. Engage in an interactive interview with the District to discuss a possible alternative

44 assignment and/or alternative work site (see Section 1 above).

45

46

47 5.1.2. EPSL with supplementation up to the employee’s regular daily salary if the employee’s



1 salary exceeds the statutory EPSL cap (\$200/day) by other paid leaves identified below.

2  
3 5.1.3. Leave for Illness, Injury or Emergency.

4  
5 5.1.4. Personal Leave.

6  
7 5.1.5. Leave without Pay – Long Term for the 2020-2021 School Year.

8  
9 6. Employees with Children Impacted by School or Childcare Closed or Unavailable.

10  
11 6.1. An employee who needs leave because the employee is caring for a child whose school or place  
12 of care is closed (or child care provider is unavailable) for reasons related to COVID-19 may  
13 access any or all of the following benefits under the terms of the applicable provisions of the  
14 CBA or law, as appropriate to their situation.

15  
16 6.1.1. Engage in an interactive interview with the District to discuss a possible alternative  
17 assignment and/or alternative work site (see Section 1 above).

18  
19 6.1.2. EPSL with supplementation up to the employee's regular daily salary if the employee's  
20 salary exceeds the statutory EPSL cap (\$200/day) by other paid leaves identified below.

21  
22 6.1.3. Emergency Family and Medical Leave (EFML). Under the FFCRA (partially unpaid, and  
23 partially paid at 2/3 regular wages up to a maximum of \$200/day); with possible  
24 supplementation up to the employee's regular daily salary by other paid leaves identified  
25 below.

26  
27 6.1.4. Personal Leave.

28  
29 6.1.5. Leave for Illness, Injury or Emergency.

30  
31 6.1.6. Leave without Pay – Long Term for the 2020-2021 School Year.

32  
33 6.1.7. The District will offer placements in its "Before and After School Care ("BASC")"  
34 program during the workday to provide childcare options to employees with children  
35 enrolled in the District.

36  
37 7. Employees Who Cannot or For Whom it is Inappropriate to Wear a Face Covering or Other Required  
38 PPE.

39  
40 7.1. Upon presentation of appropriate documentation from the employee's health care provider and  
41 under the terms of the CBA or law, an employee whose assignment requires work at a District  
42 work site and who cannot wear a face covering shall be provided a face shield. An employee  
43 whose assignment requires work at a District work site and who cannot wear other personal  
44 protective equipment (PPE) required for the employee's assignment may choose to access any or  
45 all of the following benefits upon presentation of appropriate documentation from the employee's  
46 health care provider and under the terms of the CBA or law, as appropriate to their situation.



1 7.1.1. Engage in an interactive interview with the District to discuss possible options for a safe  
2 exemption from face mask and/or PPE requirements, a possible alternative assignment  
3 and/or alternative work site (see Section 5.10 below).

4  
5 7.1.2. Leave for Illness, Injury or Emergency.

6  
7 7.1.3. Personal Leave.

8  
9 7.1.4. Leave without Pay – Long Term for the 2020-2021 School Year.

10  
11 7.1.5. Other accommodations identified through the interactive process of the Americans with  
12 Disabilities Act (ADA).

13  
14 8. Employees Who Choose to Not Wear a Face Covering or Other Required PPE.

15  
16 8.1. An employee whose assignment requires work at a District work site and who does not have a  
17 documented inability to wear PPE required for the employee's assignment, including but not  
18 limited to a face covering, but nevertheless does not wish to do so, may choose to access any or  
19 all of the following benefits under the terms of the applicable collective bargaining agreement  
20 (CBA) or law.

21  
22 8.1.1. Personal Leave.

23  
24 8.1.2. Leave without Pay – Long Term for the 2020-2021 School Year.

25  
26 9. Employees Who Otherwise Choose Not to Work at a District Work Site Due to Concern for Safety  
27 and/or their Health.

28  
29 9.1 An employee whose assignment requires working at a District work site and who does not fit  
30 within the conditions of the previous paragraphs above, may access any or all of the following  
31 benefits under the terms of the applicable provisions of the CBA or law.

32  
33 9.1.1. Engage in an interactive interview with the District to discuss a possible alternative  
34 assignment and/or alternative work site (see Section 1 above).

35  
36 9.1.2. Personal Leave.

37  
38 9.1.3. 5.9.3. Leave without Pay – Long Term for the 2020-2021 School Year.

39  
40 10. Rights and Protections of the Americans with Disabilities Act.

41 10.1. An employee seeking accommodations under the ADA and/or WLAD retains these rights in  
42 addition to or independent of seeking other benefits noted herein.

43  
44 11. Possible Limitations.

45 11.1. All the contractual, insurance and statutory leave benefits referenced above have specific rules  
46 or external agencies that govern their application, and the terms of this MOU will be  
47 interpreted consistent with those rules and agencies. Some of the leave entitlements may  
48 require documentation from a health care provider. The leave entitlements within the FFCRA

1 (both EPSLA and EFMLA) currently expire December 31, 2020, and the parties agree to meet  
2 prior to that date to reconsider whether the leave entitlements above will be amended. The  
3 parties agree to meet prior to the expiration of the Governor's order regarding "high risk  
4 employees" to address future guidance based on the actions or inactions of the Governor.  
5

6 This Memorandum of Understanding shall become effective upon signature of both parties, and shall  
7 remain in effect until December 31, 2020.  
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13 PUBLIC SCHOOL EMPLOYEES OF  
14 WASHINGTON/SEIU LOCAL 1948

15 PUBLIC SCHOOL EMPLOYEES  
16 OF ISSAQUAH OP CHAPTER #707

ISSAQUAH SCHOOL DISTRICT #411

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18  
19 BY:   
20 \_\_\_\_\_  
21 Emily Freet, Chapter President

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23  
24 BY:   
25 \_\_\_\_\_  
26 Jake Kuper, Chief of Finance and Operations

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DATE: 10/12/2020

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