

**MEMORANDUM OF UNDERSTANDING**  
**between the**  
**ISSAQUAH EDUCATION ASSOCIATION**  
**and the**  
**ISSAQUAH SCHOOL DISTRICT**  
**Related to**  
**School Closure Impacts Agreement AMENDED March 25, 2020**

Whereas, the Issaquah School District (District) and Issaquah Education Association (IEA), the “parties”, share an interest in maintaining the health and safety of all members of our school community;

Whereas, IEA represents non-supervisory certificated instructional staff, and any agreement reached between the parties shall apply to all IEA-represented employees;

Whereas, the impact of the novel Coronavirus/COVID-19 pandemic is causing widespread concern across the community regarding the potential of continued spread of the virus;

Whereas, the District is committed to assist in community and nation-wide efforts to limit the spread of the virus;

Whereas, on Thursday, March 12, 2020, Governor Jay Inslee issued a directive for all K-12 public and private schools in King, Snohomish and Pierce Counties to close through April 24, 2020, with a first possible return date of April 27, 2020;

Whereas, on Thursday, March 12, 2020, the District made the decision and announced to the Issaquah community that schools would be closed effective March 13, 2020, through April 24, 2020, with a first possible return date of April 27, 2020;

Whereas, the duration of the school closure(s) related to novel Coronavirus/COVID-19 may be extended;

Whereas, the parties are committed to supporting a period of school closure that is as smooth and successful as possible in dynamic circumstances;

Whereas, the District will be implementing Emergency Education Learning Resources (EELRs);

Whereas, the parties are committed to equitable access for all Issaquah students and providing learning resources in a way that does not increase or aggravate existing inequities or gaps;

Whereas, the District is working to develop mitigation plans to minimize the impact of the school closure on students and families and plan for continuity with nutritional needs and childcare;

Whereas, Public Health – Seattle & King County and the Office of Superintendent of Public Instruction (OSPI) continue to provide guidelines and recommendations regarding schools;

Whereas, the last day of the 2019-2020 school year in the Issaquah School District is currently scheduled on June 23, 2020;

Whereas, OSPI expects school districts to make every effort possible to make up any days and instructional hours lost due to the novel Coronavirus/COVID-19 pandemic, including extending the school year as late as June 19, 2020 if necessary; and

Whereas, for the 2019-2020 school year only, OSPI has indicated that they will file an emergency rule to allow the agency to waive the days and instructional hours that districts will be unable to make up after June 19, 2020, and will continue to apportion funds as previously scheduled.

THEREFORE, the parties agree to the following effective March 23, 2020 through April 24, 2020:

1. The parties commit to maintain close, proactive and frequent communication, and to work together to adjust and respond to changing circumstances.
2. The parties agree to reconvene on or before April 3, 2020, to review this Memorandum of Understanding. This does not prevent the parties from reconvening prior to or after April 3rd, in response to changed circumstances including new mandates, orders, directives or recommendations from government or public health officials.
3. **Equitable Access for Students** – Staff members who are aware of a student who needs a computer or Wi-Fi access for access to Emergency Education Learning Resources (EELRs) will provide this information to the student’s principal. Staff members who are aware of a student whose family needs translation services or assistance accessing existing translated information will provide this information to the student’s principal.
4. **Communication** -
  - A. Staff members will respond to emails and maintain web presence consistent with current provisions of the collective bargaining agreement. IEA and ISD will monitor this for feasibility and adjust if needed.
  - B. Staff members’ Personal Devices - Staff are not expected to use their personal phone to call, Face Time, or text students or parents. Staff will be informed of the public record implications of using their personal phone for work. Staff could use the District-issued laptop in order to communicate with families.
  - C. Conference calls for IEP, Evaluation or Re-Evaluation meetings will be initiated through a District-provided line.
  - D. Communicate via email with all families regularly and at least weekly indicating that the staff member’s web presence is updated.
5. **Worksite** –
  - A. The health and safety of students, staff and communities is a top priority. The District will comply with applicable social distancing directives, public health safety orders, directives and recommendations, including but not limited to King County Order <https://www.kingcounty.gov/depts/health/communicable-diseases/disease-control/novel-coronavirus/events.aspx> and the parties will proactively inform staff members and work to educate them on public health directives and guide collective and individual decisions and actions.
  - B. Staff will work remotely but will have the opportunity for access to their buildings for individual needs
6. **Work Hours** – Work hours may be more flexible than when school is in session. For example, staff have the freedom to flex their workday to accommodate participating in an IEP, Evaluation, Re-Evaluation meetings that were scheduled to occur beyond the regular workday. Staff should flex their time that same day, the next day, or within the same work week rather than submit for additional pay (already discussed and agreed to 3/15/20).
7. **Professional Development, Planning and Preparation** – Staff members will continue to review and preview lessons, units and curriculum. Staff members may engage in individual professional development related to their assignment and of professional interest. Once OSPI issues more guidance on professional learning during the closure, the parties will meet to discuss and enter into a supplementary Memorandum

of Agreement (see Superintendent Reykdal's Letter to Superintendents and Labor Leaders dated March 16, 2020).

8. **Emergency Education Learning Resources (EELRs)** will be provided to students to maintain learning in topics and subjects covered prior to the closure of Issaquah schools. The District will provide ongoing tech support to certificated staff members. Certificated staff members will work to provide these resources based on their area of assignment through their web presence and/or District email. Those resources could include, but are not limited to:
  - A. Education learning resources that support families in areas for academic, social-emotional, and/or physical health to keep students engaged in and maintain learning with the goal to reduce a regression in student learning during the closure
  - B. Opportunity for high school students who were missing work for credit assigned before the school closure, in accordance with each teacher's late work policy
  
9. **Certificated support staff such as PBSES Coaches, TOSAs, Instructional Coaches, District Technology TOSAs, Program Specialists, Counselors, Deans, , Secondary Librarians, and PLC's**
  - A. Through their web presence, the above staff will post EELRs to support families. This could include links to social emotional learning websites, a newsletter suggesting support for social-emotional learning, a list of specific kindness tasks, and/or resources for parents about supporting children in difficult times, movement activities, music activities, reading or book resources, etc.
  - B. TOSAs and Instructional Coaches will collect resources and continue to develop curricular units for a "depository" on Staff Hub or the server for certificated staff to access.
  - C. Tech TOSAs may post links to blogs and other resources for teachers to access.
  - D. PLCs will contact and support the staff members on their caseloads to offer support, feedback and input.
  - E. Program Specialists (Behavior Specialists, Autism Specialists, etc.) will build their professional development modules they are in the midst of producing.
  
10. **General Education K-12 Classroom Teachers (Secondary ELL Teachers, MERLIN teachers ("Teachers"), Elementary Specialists, Elementary ELL Specialists, Title/LAP, Sage Teachers, and excluding Special Education teachers**
  - A. Teachers may share learning resources with TOSAs and Instructional Coaches for the "depository" on Staff Hub.
  - B. Teachers will select resources relevant to their assignment and post the links on their web presence or through email.
  - C. ***TBD – Issues related to Seniors and HS students in danger of losing credit necessary for graduation (waiting for more guidance from OSPI), and Gibson Ek.***
  - D. Teachers will not accept student work for a grade or score.
    - o Teachers may provide the opportunity for high school students who were missing work for credit assigned before the school closure, in accordance with each teacher's late work policy
  - E. Teachers may consult on their students' at-home learning.
  - F. With the possible exception of seniors and high school students, teachers will not meet face-to-face with students or parents for individualized feedback on work a student may do as of the school closure, check in meetings, etc.

## **11. Special Education Teachers, Therapeutic Specialists, Psychologists, and Nurses**

The parties are committed to supporting, considering and addressing equity needs of students with Individualized Education Plans, 504s and English Language Learners during an unprecedented challenge from the impacts of the novel coronavirus.

Consistent with OSPI Bulletin No. 019-20 ES dated March 13, 2020, the District and staff members will prioritize decisions and actions based on health and safety first, communication with families, and then, consider requirements of IDEA and WAC 392-172A, including the need to update IEPs and provide Written Prior Notice.

Consistent with OSPI Bulletin No. 019-20 ES dated March 13, 2020, there is no defined or correct delivery method that will equitably meet the needs of all students. The District will identify and acknowledge service delivery limitations, as well as the need to make every effort to fully implement a student's IEP or 504 plan once school resumes. The District will communicate the expectation and plan to meet with IEP teams, including parents, when school resumes, to address student-specific needs resulting from the closure.

During the school closure, the parties will prioritize health and safety of students, staff and communities. The parties commit to being flexible and consider employing a variety of delivery options, and to consider ways to use distance technology to the extent possible, and as outlined below.

### **For all Special Education Staff Members to whom this applies -**

All IEP progress reports due on March 18 for elementary and March 27 for middle school students will be pulled and sent by non-certificated special services staff at the District.

### **IEP, Evaluation, and Re-Evaluation Meeting Guidelines**

- A. Hold IEP meetings whose deadlines fall during the school closure unless parents are unavailable. When this is not possible, meet the deadline as closely as possible when schools reopen after the closure. This applies to the IEP meetings that were originally scheduled for March 13 and March 16 prior to noon.
- B. Invite required parties to participate in IEP meetings.
- C. All staff members will participate in IEP meetings remotely, not at the worksite.
- D. Meetings will be held via distance technology (phone conference call or Zoom), when possible, and set up by the building administrator.
  1. Staff need the equipment, wireless access, and training on the use of Zoom before being expected to move to this platform. The parent should approve of the distance technology format.
  2. If the distance technology chosen is unreliable (dropped calls, poor cell service, etc.) during the meeting, the meeting can be rescheduled.
  3. If there is not enough time to make or confirm the distance meeting arrangements (family can't be reached by phone, does not have wireless access, etc.), the meeting will be rescheduled for a mutually convenient format and time.
  4. If a phone conference cannot be arranged with the parents, the meeting should be rescheduled.
- E. Continue to use Embrace to write and lock IEPs.
- F. If the draft IEP has not been emailed or delivered via hard copy in advance of the meeting, it should be emailed by the special education case manager, if email is an accessible format for the family.

- G. If email is not an accessible format, the draft IEP can be sent in hard copy via U.S. Mail to the family. Staff should work with their administrators to arrange U.S. Mail delivery as needed.
- H. Special education staff may complete initial IEPs, Evaluations, and Re-Evaluations if, in their professional opinion, the team had sufficient data. Special education staff will use data collected prior to the March 13 school closure to make determinations.
- I. Participation, decisions and consent will be documented in a manner that meets rules and guidelines in light of the emergency closure due to the coronavirus. Documentation of decisions and circumstances should be individualized to the circumstances of the IEP team meeting.
  - 1. Document in the *prior written notice* how individuals participated in the IEP meetings. This suffices as a traditional signature and acknowledgment.
  - 2. Email a finalized copy to parents (part of closing and locking of an IEP). If a parent needs a hard copy, the staff member should email the IEP Compliance Secretary in the District Office to send the IEP via US Mail.
  - 3. If for some reason the parent refuses participation, the staff member will document the refusal through a *prior written notice* and will reschedule the meeting.

**Teachers working in a co-teaching model**

Special education teachers and general education teachers working in a co-teaching arrangement should continue to collaborate to the extent possible, using electronic communications and District-provided distance technology (District email, phone, Zoom).

**Special Education Teachers**

- A. Special education teachers should, to the extent possible and as appropriate to students' individual needs, use their web presence to support the learning engagement of their students.
- B. Special education teachers should use distance technology (email, phone), as appropriate, to communicate with individual families on an as needed basis. This may include but is not limited to:
  - 1. Consultation on their child's learning at home.
  - 2. Help understanding how the teacher's website or links to resources work or at what level their student should access for the activity.

**School Psychologists** – Should:

- A. Maintain triennial evaluations meetings and deadlines to the extent possible.
- B. Continue to prepare and hold meetings, see **IEP, Evaluation, and Re-Evaluation Meeting Guidelines**, above.
- C. Use data collected prior to March 13 school closure to make determinations. School Psychologists may complete initial evaluations if, in their professional opinion, the team had sufficient data prior to the school closure.

**Therapeutic Specialists** - Should:

- A. To the extent possible and as appropriate to students' individual needs, use their web presence to support the learning engagement of their students. Consult with families on their child's learning at home.
- B. Use distance technology (email, phone), as appropriate, to communicate with individual families on an as needed basis. This may include but is not limited to:
  - 1. Consultation on their child's learning at home.
  - 2. Help understanding how the teacher's website or links to resources work or at what level their student should access for the activity.

**Vision Specialist and Audiologist** – Should use distance technology (email, phone), as appropriate, to communicate with individual families on an as needed basis. This may include but is not limited to:

- A. Consultation on their child’s learning at home.
- B. Help understanding how the teacher’s website or links to resources work or at what level their student should access for the activity.

**ESA Nurses** – Should:

- A. Entering immunizations for incoming Kindergarten students.
- B. Prepping for the 2020-21 school year, such as beginning lists of which students will need what documents for HCP’s for the 20-21 school year.
- C. Finishing the District assessment report.
- D. Watching the Skyward videos.

**12. Compensation –**

- A. Certificated staff members on a continuing, provisional, leave-replacement or supplemental contract will not lose pay as a result of the school closures related to Coronavirus/COVID-19.
- B. As defined in Article 4, compensation will continue in accordance with the most recent overload count date to continue until an actual P223 report is performed. Those staff who had chosen paraprofessional hours versus direct compensation will receive overload compensation beginning April 1, 2020. For work performed during the school closure(s), staff will not submit hourly time sheets. This does not preclude KYTE learning.
- C. Administrative transfers, principal-directed moves, and capital construction-related moves, if any, will be compensated in accordance with the CBA.

**13. Benefits** - Individuals who are eligible for benefits under the provisions of the IEA collective bargaining agreement and in accordance with SEBB guidelines and any Legislative or Gubernatorial action.

**14. Leaves of Absence** – In light of changing circumstances in the pandemic, IEA shared a proposal with District officials on March 12, 2020. Further discussion is warranted.

**15. Long-term substitutes** who were in the classroom as of March 12 and expected to work through the end of the school year, will be treated as an IEA certificated staff member. If the LTS assignment was expected to end during the school closure, the assignment and accordant compensation for the LTS will cease on that date the contracted certificated staff member returns.

**16. Substitute employees** -TBD. Awaiting more information from OSPI.

**17. ISD-Provided Childcare due to the Pandemic** - No certificated staff members are deemed necessary to supporting the childcare services as ordered by the Governor. The District will notify IEA if this changes and the parties will negotiate the impact and implementation.

**18. Return to Work** – Terms for staff return to work will be bargained at a later date and based on information from the State and King County Public Health.

**19. School Make-up Days** - School make-up days will be limited to those required by law.

In addition to the parties' March 19, 2020 MOU re *School Closure Impacts Agreement*, during the school closure:

20. The requests that building administrators and supervisors make for staff will be thoughtful, intentional and purposeful as all staff members work to support students and families in a sudden shift from regular interactions at school to online interactions and continuous learning opportunities offered in a variety of modalities.
  
21. Non-supervisory certificated staff member(s) will respond, within a reasonable time period, and participate in essential building and/or professional work and meetings requested by their building or program administrator during the work week that can be completed remotely which may include but are not limited to:
  - A. Conferencing with a department or grade level team;
  - B. Communicating as determined by the staff member and administrator, about student academic standing so that plans for master schedule or balancing classes for 2020-2021, etc.;
  - C. Preparation for class placement for next school year;
  - D. Support for responding to unique parent interactions that arise from working on electronic platforms;
  - E. Communicating in order to provide support to staff members for implementation of IEPs, 504s, ELL, LAP and Title, Dual Language, etc.; or
  - F. Facilitate communications between TOSAs and building staff in order to provide cohesive support to staff.
  
22. Non-supervisory certificated staff will complete essential staff learning modules and professional development provided by the District to continue work in progress in buildings or in preparation for closing out the school year and in preparation for District emphases of SY 2020-2021 or that which is necessary to maintain learning as current. Examples include but are not limited to:
  - A. Training to learn how to -
    1. Use electronic platforms to support student learning;
    2. Secure agreement from parents on legal documents such as IEPs, Evaluations, 504s, etc.;
    3. Use electronic platforms to interact with students.
  - B. Equity committee work initiated in buildings;
  - C. Presentations to view via Powerpoint or video modules that then invite feedback to administrators via Google doc.
  
23. Non-supervisory certificated staff will participate in team planning as needed.
  
24. Nothing in this MOU is precedent setting.

Agreed to this 25<sup>th</sup> day of March, 2020.

  
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Jake Kuppr  
Chief Financial Officer

  
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Gary Arthur  
IEA President

