

1 **LETTER OF AGREEMENT**

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3 THE PURPOSE OF THIS LETTER OF AGREEMENT IS TO SET FORTH THE FOLLOWING AGREEMENT(S)
4 BETWEEN PUBLIC SCHOOL EMPLOYEES OF WASHINGTON/SEIU LOCAL 1948, SOUTH WHIDBEY
5 CHAPTER #826 AND THE SOUTH WHIDBEY SCHOOL DISTRICT #206. THIS AGREEMENT IS ENTERED
6 INTO PURSUANT TO ARTICLE XIX, SECTION 19.3 OF THE CURRENT COLLECTIVE BARGAINING
7 AGREEMENT.

8 **KEEP WASHINGTON WORKING**

9
10 The South Whidbey School District (District or Employer) and the Public School Employees of South
11 Whidbey (Union), agree to the following memorandum of understanding regarding potential immigration
12 issues. Whereas, the provisions contained within this agreement shall in no way prohibit the District from
13 honoring and complying with a duly authorized warrant and in no way shall obligate the District or any of
14 its agents to violate any State or Federal statutes.

15
16 Now, therefore, the parties agree to the following:

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18 **Section 1 Inquiries and Notification:** The District will comply with the law and its policies, procedures
19 and practices when requesting documentation regarding an employee’s immigration status. The Employer
20 will promptly notify the Union if the District is contacted by the Department of Homeland Security (DHS);
21 Immigration and Customs Enforcement (ICE); the Department of Justice (DOJ), pertaining to an
22 immigration issue, provided such notification does not violate federal or state law.

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24 **Section 2 Employer Self-Audits:** Absent a requirement from a federal, state, or local enforcement agency,
25 the Employer will not conduct an audit or any other type of immigration-related inspection of its I-9 forms
26 or personnel records and will not allow any other private or public entity to conduct such an audit or
27 inspection.

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29 **Section 3 Inquiries Into Immigration Status:** The Employer will not ask any employee, either orally or in
30 writing, to respond to questions or provide documentation of immigration status, except as required by law.

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32 **Section 4 Work Disruption during Immigration Proceedings.** If an employee is unable to attend work
33 because of an immigration issue, the employee may reach out to Human Resources to review potential
34 leave options. Employees will be allowed to utilize accrued leave or request unpaid leave to attend
35 immigration matters.

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37 **Section 5 Procedure:** The District will follow the access procedures outlined in Board Policy and
38 Procedure 4300 and 4300P

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40 **Section 6 Immigration Information:** The Employer shall inform its employees of District policy and
41 appropriate protocols to respond to Immigration Enforcement should they request entrance to the school
42 facilities or grounds.

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44 **Section 7 Changes in Immigration Law.** The Union and the District appreciate and understand the current
45 conditions of immigration enforcement may change working conditions for members and members’
46 families. The Union and the District will, at the request of either party, negotiate over issues related to
47 changes in compliance with the Immigration Reform and Control Act and any other current or future
48 legislation, government rules, regulations, or policies related to the employment of noncitizens.



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This Agreement shall be effective upon signature by both parties and included as a side letter agreement attached to the Collective Bargaining Agreement between the parties. The parties agree to review this Agreement when the CBA is open. At that time, the parties will determine whether this Agreement should be continued, or sunset.

PUBLIC SCHOOL EMPLOYEES
OF WASHINGTON/SEIU LOCAL 1948

SOUTH WHIDBEY CHAPTER #826

SOUTH WHIDBEY SCHOOL DISTRICT #206

BY: _____
Joanne Welever, Chapter President

BY: _____
Dr. Rebecca Clifford, Superintendent

DATE: _____

DATE: _____

