

MEMORANDUM OF UNDERSTANDING
between the
ISSAQUAH EDUCATION ASSOCIATION
and the
ISSAQUAH SCHOOL DISTRICT
Investigatory Process and Disciplinary Proceedings
2020-2021 School Year

Employees retain all rights under law and in the collective bargaining agreement between the Issaquah Education Association (“Association”) and the Issaquah School District (“District”) including but not limited to those rights set forth in Article 2, Section 1 *et seq.*

The parties have agreed to modify aspects of the investigatory process, to adapt to a virtual setting. Investigatory interviews and disciplinary proceedings, if any, including Loudermills, will be conducted on Zoom within the following parameters:

1. All meeting participants will be visible (“Video on”).
2. Investigatory interviews will not be recorded, in whole or in part; therefore, the Zoom “Record” function will not be activated by any person. This will be explained in the District’s Notice of Investigation and in any Directives that may be provided to the employee at an investigatory interview.
3. The Zoom “Chat” feature will not be utilized. Chat will be disabled.
4. Any party may request a caucus; a breakout room will be provided.
5. Documents presented by either party will be presented as follows: The presenting party will share the document through Zoom’s “Shared Screen” function. For a District document: the District representative will email the document to the employee and Association representative(s) to allow review of the entire document prior to the employee being expected to respond to questions or to comment on the document and/or its contents. For an Association/employee document: the Association representative/employee will email the document to the District representative to allow review of the entire document.

The parties agree to monitor the effectiveness of sharing documents in the manner set forth above and, if mutually agreed, to revise the method of presenting documents.

In addition, the parties agree that the District will not arbitrarily seek out, pull or review recorded and/or posted lessons or other instructional materials, and will not use such items as evidence in a District investigation unless they are material to an allegation made against a staff member. Recorded and/or posted lessons and other instructional materials will be released only as required by law and in accordance with the parties’ practices and agreements related to notice to the employee and Association.

This MOU shall remain in effect through the last instructional day of the 2020-2021 school year. The parties agree to review circumstances related to the pandemic and determine, prior to the last day of instructional day of 2020-2021, whether to extend or modify this MOU. All other provisions of the collective bargaining agreement shall remain in full effect. This MOU is not precedent-setting and is intended to address the specific and unprecedented health emergency presented by COVID-19.

Agreed to this ____ day of November 2020.

Natalie Fowler
Executive Director of Human Resources
Issaquah School District

Derona Burkholder
President
Issaquah Education Association