

## Memorandum of Understanding

Between the Olympia School District  
And  
The Olympia Paraeducator Association

Amended June 10, 2020

Whereas President Donald Trump declared a national state of emergency to address the spread of Covid-19 on March 13, 2020; and the World Health Organization declared Covid-19 a global pandemic on March 11, 2020; and Governor Jay Inslee declared a state of emergency to address the spread of Covid-19 on February 29, 2020; and Governor Inslee has extended the order closing all public and private schools, initially effective through April 24, 2020, through the end of the 2019-2020 school year, in order to protect the health and safety of students, staff, and the public; and Governor Inslee has extended the "Stay Home, Stay Healthy" order, initially effective through April 6, 2020, through May 31, 2020.

And whereas these mandatory closures will impact the wages, hours, and working conditions of bargaining unit members, The Olympia School District (District) and the Olympia Educational Administrative Professional Association (OPA), hereby agree as follows:

### Preamble

Given the unprecedented scope of the disruption of the COVID-19 emergency, the parties agree to apply a reasonableness standard to all dealings covered by this amended Memorandum of Understanding ("Amended MOU"), and to make a good faith attempt to cooperate in this regard.

### Work Assignments

To the extent feasible, employees are expected to continue to work or be available to work their regular shifts or modified shifts, as assigned, throughout the emergency closure period. Until the current Stay Home, Stay Healthy order expires on May 31, employees who are able to work remotely should do so, and the District will provide resources as necessary to support. In those instances when an OPA member performing an essential duty is not able to complete his or her regular duties due to illness or illness of a family member, another unit member may complete those essential duties. If no other unit member is available, then a supervisor may complete those essential duties. In such cases, the District shall notify OPA prior to moving work from the bargaining unit, and the temporary work assignment shall be a non-precedent setting.

Other opportunities may include training, professional development, collaboration with colleagues, and other projects as assigned. All employees are expected to stay available to work, either remotely or on-site, unless medically excused.

The District shall identify work that must be performed on site. Beginning May 31, the District may require any employee to work on-site, provided (a) the assignment is consistent with any modified or updated Stay Home, Stay Safe order in effect at the time, (b) the assigned on-site workspace complies with applicable CDC, DOH, and OSHA guidelines, and (c) employees who per CDC guidance are at high risk for severe illness from COVID-19 will not be required to work on site, and will be provided alternate assignments. Employees who exhibit symptoms consistent with or have been diagnosed as having COVID-19 must remain off site until medically cleared.

Employees who are not on leave status should check and respond to work email regularly throughout their scheduled work hours, consistent with usual response-time expectations for their position.

### Instructional Support

In order to protect the health and safety of bargaining unit members, students, and the public, the District and the Association agree that bargaining unit members will provide flexible and reasonable virtual hours in which they are

available to respond to supervisor requests during the instruction day. Staff may be asked to provide support to students under the direction of a certificated teacher or administrator.

Employees will not be required or expected to report to any District site or alternative site while the current Stay Home, Stay Healthy order is in effect. Thereafter, employees may be required to provide remote instruction from District facilities, subject to and consistent with applicable CDC, OSHA, and Washington State Department of Health guidelines.

Days when members provide remote instruction shall count as part of the 180-day basic contract year. If OSPI provides any direction contrary to this section, the District and the Association shall meet to bargain those impacts.

### **Compensation and Benefits**

If (as is currently the parties' expectation) state apportionment funding will continue uninterrupted to each school district throughout the mandated closure, employees will continue to receive their regular compensation during any District closure(s) related to COVID-19, provided they remain available to or are excused from work during scheduled (including approved modified schedule) work hours.

Any employee required by his or her supervisor to provide onsite work through May 31, 2020, shall be paid at one and a half time their regular rate of pay for the work performed onsite. This temporary premium pay will end effective May 31, 2020.

The District will reimburse employees for documented additional costs actually incurred for new or improved internet service that is necessary to support remote work while the Stay Home, Stay Safe order is in effect, up to a maximum of \$75 per month, subject to compliance with applicable expense reimbursement guidelines. This reimbursement will be available on a prorated basis during months when the District requires the employee in question to work from home.

### **Leaves**

Employee leave accounts shall not be deducted for sick, emergency, personal, or any other leave, paid or unpaid, during the closure when employees remain ready and available to work, including remote work, even if there is not sufficient work available to keep the employee fully engaged. Any member who is not able to work (including remote work) for reasons that qualify for paid leave under the Families First Coronavirus Response Act (FFCRA) may use available FFCRA-authorized paid leave before accrued paid leave available under the Collective Bargaining Agreement.

In addition, during periods when the State of Emergency declared by Governor Inslee remains in effect, employees may use up to a total of ten (10) additional days of COVID-19 Emergency Leave for absences that qualify for FFCRA paid leave after that leave is exhausted or to supplement FFCRA leave in circumstances where it only provides for partial pay. COVID-19 Emergency Leave does not accrue and is a form of administrative leave to protect the public health and welfare.

Employees may use their existing accrued leave for periods when they are not available to work (including remotely) for reasons that do not qualify for FFCRA. Employees who are able to but decline to perform assigned work during this closure may use accrued paid leave or, if they have exhausted paid leave, go on unpaid status.

### [FFCRA Employee Rights](#)

### **Evaluations**

No evaluations shall be negatively affected by this closure.

### **Childcare**

To protect the health and safety of employees, no employee shall be required or expected to provide childcare at any District site or on behalf of the District at any alternative site.

**Legal Indemnification**

Nothing in this MOU supersedes state or federal law or executive orders. The parties will meet to negotiate the impact of any necessary changes that are contrary to or inconsistent with any state or federal law, or binding directives from the Governor, Attorney General, Superintendent of Public Instruction, State Auditor, or any other state or federal authority.

**Duration**

If the current school closure is extended beyond the 2019-2020 school year, or if there are periodic building closures in the future, this MOU shall remain in effect.