

Memorandum of Understanding
Between the Olympia School District

And

The Olympia Technical Professional Administrative Association

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 then Governor Inslee ordered the closure of all public and private schools through at least April 24, 2020 in order to protect the health and safety of students, staff, and the public;

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 Technical Professional Administrative Association (OTPAA), 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 Memorandum of Understanding (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. 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 OTPAA 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 OTPAA prior to moving work from the bargaining unit, and shall be non-precedent setting.

Work assignments during this period may include training or professional development as selected and mutually agreed upon by supervisors and members.

The District shall identify work that must be performed on site. On site workspaces shall be in compliance with all CDC, DOH, and OSHA guidelines. Employees who are over 60, have underlying health conditions, or pregnant will not be required to work on site, and will be provided alternate assignments or COVID-19 leave. Employees who exhibit symptoms consistent with or have been diagnosed as having COVID-19 must remain off site until medically cleared.

Supervisors will communicate electronically with employees at least weekly regarding work expectations, and more so when those expectations change during the closure. Employees should check their email accounts at least every 24 hours (Monday through Friday) and respond within 24 hours to such communications.

All employees are expected to stay in the local area and remain available to work, either remotely or on-site, unless medically excused.

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.

Any employee required by his or her supervisor to provide onsite work during the closure shall be paid at one and a half time their regular rate of pay for the work performed onsite.

Leaves

Employee leave accounts shall not be deducted for sick, emergency, personal, or any other leave, paid or unpaid, during the closure 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) during the closure because they or a household member and/or family member as defined in the Collective Bargaining Agreement has contracted Covid-19 or developed Covid-19 symptoms, shall be awarded Covid-19 emergency leave. In order to reduce the burden on the healthcare system during the pandemic, a doctors' note shall not be required. Association Members shall communicate with their direct supervisors if they need to use Covid-19 emergency leave.

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 revisit this understanding and meet to negotiate any necessary changes if either party concludes that its terms are contrary to or inconsistent with any state or federal law. Guidance from the Governor, Attorney General, Superintendent of Public Instruction, State Auditor, or any other state or federal authority shall be considered and bargained between the parties.

Duration

This MOU shall remain in effect until the current emergency closure ends or April 24, 2020, whichever occurs first. If the current school closure is extended beyond April 24, 2020, the parties will meet to discuss the extension of this MOU.

For the Association

Date

For the District

Date