

# Memorandum of Understanding

## Between Olympia School District and The Olympia Education Association

Amended April 29, 2020

Whereas the President of the United States declared a national state of emergency to address the spread of Covid19 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 4, 2020.

And whereas these mandatory closures will impact hours, and working conditions of bargaining unit members, the Olympia School District (District) and the Olympia Education Association (OEA) hereby agree to the following:

### **Preamble**

Given the unprecedented scope of the disruption that the COVID-19 emergency is having on everyone, 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.

### **Instruction**

To the extent feasible, employees are expected to continue to work or be available to work on previously scheduled school days throughout the emergency closure period. Employees should work remotely during this period, and the District will provide necessary resources and support for remote work.

Employees will provide remote instruction to District students consistent with the "Distance Teaching and Learning with Students, Revised Expectations Effective April 13, 2020," which may be amended in consultation with OEA leadership. Employees will have complete academic freedom, commensurate with Section 3 of the Collective Bargaining Agreement. Additionally, teachers will not be limited to solely providing educational opportunities online.

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. Employees may, at their discretion, provide remote instruction from District facilities, subject to and consistent with applicable CDC, OSHA, and Washington State Department of Health guidelines.

Technology: Teachers must use district approved technology platforms and tools. Teachers are not required to use any one specific tool or platform.

### **Grading**

2019-2020 school year grading shall be conducted in accordance with the [OSPI Student Learning and Grading Guidance](#).

### **Compensation and Benefits**

If state apportionment funding continues uninterrupted to the District throughout the mandated closure, all bargaining unit members, including leave-replacements, will continue to receive full base salary payments.

Employees also remain eligible for additional compensation payable pursuant to supplemental contracts and/or stipends throughout the closure provided performance conditions set forth in applicable supplemental contracts are met. If the emergency closure renders performance of conditions set forth in supplemental contracts impossible to satisfy, the parties will meet to discuss the possibility of renegotiating or waiving those conditions consistent with applicable law.

During school-building closures, overload will continue to be compensated, according to the current Collective Bargaining Agreement, based on the last count. For the 2019-2020 school year, April and May overload will be based on March count.

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.

### **Professional Development**

Teachers can access unused 2019-20 professional development hours. Any professional learning including but not limited to professional reading, technology training, and workshops may be submitted as part of their 36 hours through July 31.

### **Special Education**

Special education staff will be responsible for keeping IEPs and evaluations of students on their caseloads current. Special education staff will work with general education staff, IEP teams and parents to support students. Special education staff will provide such instruction as is reasonable and practical, according to district guidance, through the closure.

### **Substitute Teachers**

Any long-term substitute teachers will be paid for assignments they have accepted and that had, prior to the emergency closure, already been formalized via a [Personnel Action Form] through the duration of that assignment as so documented, provided they continue to remain accessible and available to perform assigned duties on the same terms as non-substitute teachers.

### **Leaves**

Employee leave accounts shall not be deducted for sick, emergency, personal, or any other leave, paid or unpaid, during the closure during periods when they remain available to work, including flexible 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 flexible 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.

All personal days left in 2019-2020 will roll over to the employee's 2020-2021 pool or cashed out in accordance with the CBA.

### [FFCRA Employee Rights](#)

#### **District Communication**

District leadership shall make a good faith effort to clearly communicate all pertinent information to all employees in a timely manner. District leadership and pertinent departments shall provide an avenue for educators to make known what they need from the district in order to be successful during distance learning/school-building closure. With the exception of emergencies, teachers shall not be required to attend more than one staff meeting per week. Attendance above and beyond is at teacher discretion.

#### **Evaluations**

Evaluations for the 2019-2020 school year shall be conducted in accordance with applicable OSPI guidance, including Bulletin No. 032-20. Any employee who was trending Proficient or Distinguished (or the equivalent for non-TPEP employees) shall remain Proficient or Distinguished for the 19/20 school year. Any employee trending Basic or Unsatisfactory shall be permitted to submit evidence and artifacts during the school closure. Evaluators shall provide guidance and assistance to any member trending Basic or Unsatisfactory to identify evidence and artifacts that could be created or submitted during the closure. Given the extraordinary and unprecedented emergency circumstances of this extended school closure, to the extent consistent with RCW 28A.405.100, no employee on a continuing contract shall be placed on probation in 20/21 as a result of any evaluation result from 19/20.

#### **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, including any periodic district and/or building closures, this MOU shall remain in effect.