

Memorandum of Understanding  
Between Olympia School District  
And  
The Olympia Education Association

Whereas President Donald Trump declared a national state of emergency to address the spread of Covid19 on March 13, 2020; and the World Health Organization declared Covid19 a global pandemic on March 11, 2020; and Governor Jay Inslee declared a state of emergency to address the spread of Covid19 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 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 COVID19 emergency is having on everyone, 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.

**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 are expected to monitor District communication. 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 office hours, during which they are expected to respond to inquiries from students, families, and administrators. Staff may also be asked to provide discretionary enrichment materials electronically to students provided those materials align with district policy and state and federal laws. These materials will not be required, graded, or otherwise progress- monitored. Other opportunities may include training, professional development, collaboration with colleagues, and/or support for curriculum development and other projects as assigned.

Employees will not be required or expected to report to any district site or alternative site.

Any day where members are required to hold virtual office hours 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 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.

### **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 remotely, 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.

### **Make-Up Days**

The parties acknowledge that payment of employees' 180-day individual contract amounts is full compensation for the 2019-2020 school year. If the school year is extended, the District and the Association shall meet to bargain any other impacts.

### **Evaluations**

Evaluations for the 2019-2020 school year shall be conducted in accordance with applicable OSPI guidance issued as of 3/20/2020. 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, 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 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.

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For the Association

\_\_\_\_\_  
Date

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For the District

\_\_\_\_\_  
Date