

MEMORANDUM OF UNDERSTANDING  
Between  
LOPEZ ISLAND SCHOOL DISTRICT  
and  
LOPEZ EDUCATION ASSOCIATION

The Lopez Island School District ("District") and Lopez Education Association ("Association") confirm the following agreements related to the unprecedented COVID-19 virus outbreak:

**1. Compensation and Benefits**

- A. No employee on a continuing, provisional, or leave-replacement contract shall lose pay or experience a diminution of benefits as a result of school closures related to the COVID-19 crisis.
- B. The parties agree to continue discussions regarding supplemental contracts and agree to use the most recent OSPI guidance to aid with these discussions.
- C. Individuals eligible for benefits under the provisions of the Collective Bargaining Agreement or who qualified for benefits as of the Governor's emergency declaration on February 29, 2020 will maintain their benefits per State guidance.

**2. Work during District closure** - When all schools are closed, a revised work schedule will be followed. The services of certain employees and employee groups will be needed by the District, and these employees may be called to work on-site or asked to perform certain services at home. The district's determination of essential services needed to work on-site will be made based on guidance from county health authorities and OSPI.

- A. In the event employees providing essential services to the district are needed to work onsite the following measures will be in effect:
  - i. The District will develop and provide to the Association a list of essential employees who may be required to report for onsite duty. Every effort will be made to rotate the assignment of essential employees in a manner that minimizes the time an individual spends onsite.
  - ii. Employees designated as essential who are a) ill, have tested positive for the COVID-19 virus, are in close household proximity to someone who has tested positive for the virus, or who are in a high-risk category, or b) unable to arrange for childcare, will not be required to report onsite.
  - iii. CDC and Washington State health protocols will be in place (screening, provision for social distancing, etc.) at all sites to which employees are required to report to reduce the risk of exposure. If such protocols are absent, employees will not be required to report for duty.
  - iv. The District commits to limiting the number of employees designated as essential to the greatest degree possible.
- B. Employees who are not needed on-site or to perform services at home will be placed on call (home assignment) during their regularly scheduled working hours. Employees who are on call (home assignment) will follow these guidelines:
  - i. Employees will check email daily. The frequency and timing of when they are available to respond to email is in conjunction with the employee's regularly scheduled workday.

- ii. Employees will be expected to remain available for phone calls or virtual meetings with their supervisor/District or colleagues during regularly scheduled working hours.
  - iii. It is understood that as the situation evolves, additional work from home or on-site may be required of employees who are assigned to their homes. The District will communicate openly with the Association about the nature of this work as it is anticipated. It is recognized, per guidance from OSPI, that this work "will require flexibility and may necessitate paid staff to perform different duties than they are normally assigned." It is also recognized that the health of students and employees will be a priority in any decision regarding changes in the nature of work duties. The District and Association will bargain in good faith to address the impacts of these changes, following San Juan County Health Department and OSPI guidance.
  - iv. Employees who need to be released from all duties on a particular day may apply for and take leave under their CBA in the same manner as during regular operations (sick leave, personal leave, etc.)
  - v. If the District needs to add days to the student calendar pursuant to Section 3, employees who work less than 260 days per year will be released from duty during the school closure for an equivalent number of days to those added to the calendar, so that the total number of workdays does not increase.
  - vi. Employees who work at District sites or at home will not work beyond their regularly scheduled hours without advance authorization. Work schedules may be flexed by agreement of the employee and supervisor as long as the total number of weekly work hours does not exceed the employee's normal schedule.
3. **Leave** - The following leave taken as a result of the COVID-19 closures shall be treated as a separate leave allowance that is specific and unique to the current public health crisis. No personal, sick or unpaid leave will be deducted from employee leave banks under the following conditions:
- A. If an employee is directed by a health professional or agency to be quarantined for 14 days, either because of close contact with a person who has had a lab-confirmed case of COVID-19 or because they have tested positive for COVID-19.
  - B. If an employee falls into one of the high-risk categories (adults aged 60 and older, people with weakened immune systems from medical conditions or treatments). These situations will be addressed on a case-by-case basis and with physician verification.
  - C. If an employee follows documented guidance issued by a medical or public health official to isolate or quarantine themselves as a result of exposure to COVID-19.
- Employees on such leave may be assigned home-based work to the same extent as other staff assigned to their homes during school closure, as outlined in Section 2, unless they are experiencing incapacity to work due to illness or care for others.
4. **Making up lost instructional days and time** - The District will follow OSPI guidelines for waivers related to COVID-19. It is currently anticipated that school will be in session through June 19, 2020, unless altered by the State and OSPI. If this end date changes for any reason, the District and Association will meet to negotiate impacts.
5. **Funding resources** - As state and federal funds are authorized to mitigate the impacts of COVID-19, this MOU will be interpreted liberally in favor of allowing the District to access those funds to pay for any provision of this MOU for which such funding may be available,

especially as it pertains to accessing assistance for paid leave benefits, and to make such changes as may be necessary to access that funding. This MOU may be reopened upon request of the Association to negotiate impacts of any such changes.

6. **Evaluation** - The parties agree to continue discussions regarding teacher evaluations and agree to use the most recent GSPI guidance to aid with these discussions.

7. **Resumption of School Operations**

A. Safety and health provisions will be in place on district worksites (schools, classrooms, other areas used by staff) The district will follow the MOU, adhering to the recommended health guidelines.

B. Leave options for those employees in high-risk categories who must remain away from the workplace, per CDC and San Juan County Health Department guidelines, and doctors verification may use leaves as referenced in # 3 on a case by case basis.

8. **Effective dates** - This MOU shall be in effect for the remainder of the 2019-20 school year and shall sunset on August 31, 2020. 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.

Dated this *25<sup>th</sup>* day of *March*, 2020.

**For the District :**

**For the Association:**



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