

Memorandum of Understanding  
Between the Olympia School District  
And  
**The Olympia Paraeducator 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 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 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 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 shall be a non-precedent setting.

Other opportunities may include training, professional development, collaboration with colleagues, and other projects as assigned.

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.

Employees should check their email accounts at least every 24 hours (Monday through Friday) and respond, when practicable, 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.

### **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.

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 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.

## **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 schedule impacts.

## **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.

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For the Association

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Date

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For the District

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Date