

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

The **ORCAS ISLAND** School District (“District”) and **ORCAS** Education Association (“Association”) confirm the following agreements related to the unprecedented COVID-19 virus outbreak:

This agreement reflects our interest in prioritizing the protection of public health, providing continuity of services, and clarifying employment considerations during this stressful time. These terms are based on our understanding that the State will continue to apportion funds as previously scheduled and will use emergency authority to waive days and instructional hours which districts are unable to make up in accordance with OSPI’s guidance.

1. Compensation and Benefits

- No employee on a continuing, provisional, or leave-replacement contract will lose pay or experience a diminution of benefits as a result of school closures related to the COVID-19 crisis. Correspondingly, there will be no loss of pay or benefits off their base contract and professional learning stipend. Correspondingly, all supplemental contracts signed before March 12, 2020 will be honored and paid in full.
- Individuals eligible for benefits under the Collective Bargaining Agreement or who qualified for benefits as of the Governor’s February 29, 2020 emergency declaration will maintain their benefits per State guidance.

2. Work During District Closure – When all schools are closed, a revised work schedule will be followed.

- Certain employees and employee groups providing direct services may be needed by the District to work onsite. The determination of direct services during the closure will be made based on guidance from federal, state, and county health authorities and/or OSPI.
- In the event these employees providing essential direct services to the district are needed to work onsite the following measures will be in effect:
 - a. 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.
 - b. 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.
 - c. The most recent health protocols, as outlined by state or county health authorities and/or OSPI, will be in place 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.
 - d. The District commits to limiting the number of employees designated as essential to the greatest degree possible.
- Employees not providing direct services on-site will be placed on remote assignment during their regularly scheduled working hours. Employees who are on call (remote assignment) will follow these guidelines:
 - a. Employees not providing direct services will have the option of working in buildings, to the extent that state guidance allows and/or custodial capacity allows, or remotely based on individual needs or circumstances.
 - b. 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.

- c. Employees will be expected to remain available for phone calls with their supervisor/District or colleagues during regularly scheduled working hours.
- d. Association staff may take home technology (monitor, keyboard, mouse) that supports remote work by notifying the District. All equipment must be returned upon the resumption of school.
- e. Special Education staff will remotely participate in IEP/504 renewal and evaluation meetings, with scheduling flexibility ensure necessary staff are present. If remote participation is not possible, the parties will work to find alternative options.
- f. 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.)
- g. If the District needs to add days to the student calendar pursuant to Section 4, 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 work days does not increase.

3. **Leave:** The following paid 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, 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 work to be completed remotely the same extent as other staff working remotely during school closure, as outlined in Section 3 above, unless they are experiencing incapacity to work due to illness or care for others.

Prior to the resumption of normal school operations the parties shall meet with the goal of resolving any leave issues related to those employees in high risk categories who may choose to remain away from the workplace.

In the case that the definition of “high-risk categories” (as defined above) is altered due to new guidance from local, state, national or other public health authorities, the parties will conform to the most recent public health guidelines in effect at the time.

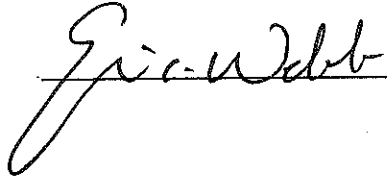
- 4. **Making up lost instructional days and time** – The District will follow OSPI guidelines for waivers related to COVID-19. It is currently anticipated that school will be in session through at least June 19, 2020. If this end date changes for any reason, the District and Association will meet to negotiate impacts.
- 5. **Funding sources** - 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 District or Association to negotiate impacts of any such changes.
- 6. **Additional work** - The District and Association will return to topics such as performance evaluation (e.g., TPEP), services to students expected to graduate in 2020, changes in expectations

for special education requirements, and any other topic that impacts employee wages, hours and working conditions.

7. **Flexibility-** The District will communicate openly with the Association about the changing nature of work as it is anticipated in this unprecedented time. 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 and mental well-being of employees will be a priority in any decision regarding changes in the nature of work duties. The parties agree to bargain in good faith regarding the impact of these changes to work duties.
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 24 day of March, 2020.

For the District:



For the Association:

