

**MEMORANDUM OF UNDERSTANDING**  
**Between**  
**TUMWATER SCHOOL DISTRICT**  
**and**  
**PUBLIC SCHOOL EMPLOYEES**

The Tumwater School District ("District") and Public School Employees ("Union") hereby confirm the following agreements related to the unprecedented COVID-19 virus outbreak:

1. **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:
  - 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.
  - If an employee falls into one of the high-risk categories (adults aged 60 and older, people with underlying health conditions, people with weakened immune systems from medical conditions or treatments, people who have family members with weakened immune systems and people who are pregnant).
  - 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 below, unless they are experiencing incapacity to work due to illness.

Employees will continue to accrue all contractual benefits at the same rate as regular working hours.

2. Any employee who was SEBB eligible as of February 29, 2020 shall remain SEBB eligible for the duration of the school year, pursuant to state law. Regular SEBB eligibility regulations will apply after that.
3. **Work during district closure** – When all schools are closed, a revised work schedule will be followed. It is the understanding and agreement of the parties that the services of certain employees and employee groups will be needed by the District, and these employees may be called to work on-site. Employees may also be placed on call (home assignment) during their regularly scheduled working hours. Employees who are on call (home assignment) will be required to follow these guidelines:
  - Employees will respond to District initiated communication such as telephone calls and emails. The frequency and timing of when they are available to respond to email is in conjunction with regularly scheduled workday.
  - Employees will be expected to remain available for phone calls with their supervisor/District or colleagues during regularly scheduled working hours.
  - It is understood that as the situation evolves, additional work from home or onsite may be required of employees who are assigned to their homes, or to alternate worksites. 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." The District and Union will collaborate in good faith to address any concerns about the impacts of these changes.

- No employee will be required to perform work that is unsafe or inconsistent with the employee's skill set, training and qualifications.
  - Work shall be assigned first by volunteers then assigned by least senior (on a rotational basis) should meaningful and essential work be needed.
  - If no work is assigned, or if no meaningful work can be performed, the District will continue regular pay.
  - The District will attempt to be flexible in assigning work from home, and flexible work schedules. The District will attempt to work around employees' needs, from providing childcare to other family and personal health needs. In the event scheduling flexibility cannot provide for employees personal and family needs, employees who need to be released from these 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.)
  - If the District needs to add days to the student calendar employees who work fewer than 260 days 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. Employees who work at alternate sites including at home will not work beyond their regularly scheduled hours without advance authorization. Any required work beyond regularly scheduled hours will be paid at the appropriate overtime wage.
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 Union 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 Union to negotiate impacts of any such changes.

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:**

Bethel Grout

**For the Union:**

Steph A. Galt

**Memorandum of Understanding**  
**Between the Tumwater School District**  
**And**  
**The Tumwater Association of Paraprofessionals**

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 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 potentially impact the wages, hours, and working conditions of bargaining unit members, the Tumwater School District (District), and the Tumwater Association of Paraprofessionals (Association) hereby agree to the following:

**Work Assignment:**

The district shall provide reasonable opportunities for remote work/ telecommuting. Remote work is expected to be consistent within the employee's job description, but it is understood that the full scope of the crisis, and therefore the scope of the work that may be needed from each employee, is not yet known, and in the future employees may be asked to perform work that is different from their regular duties to the extent reasonable and necessary to respond to the current public health crisis. No employee will be required to perform work that is unsafe or inconsistent with the employee's skill set, training and qualifications.

If no work is assigned, or if no meaningful work can be performed, the District will continue regular pay.

The district shall identify which positions must be performed at the regular work location (for example, receptionist or custodial). All onsite work shall conform with current recommendations of state and local health authorities, including but not limited to those regarding social distancing or those related to additional considerations for high-risk populations.

High risk shall be defined as people over 60, those with underlying health conditions, those with weakened immune systems, or those who are pregnant. If the CDC or county health department expands the definition of high-risk, those individuals shall automatically be included in this section.

**Compensation and Benefits:**

Provided state apportionment funding continues uninterrupted to each district throughout the mandated closure, all bargaining unit members assured either permanent or temporary hours for

the 2019-2020 school year, shall not lose compensation as a result of any school closure(s) related to COVID-19.

Any employee who was SEBB eligible as of February 29, 2020 shall remain SEBB eligible for the duration of the school year, pursuant to state law. Regular SEBB eligibility regulations will apply after that.

### **Leaves**

No employee shall be deducted for sick, emergency, personal, or any other leave, paid or unpaid, solely for time lost due the closure. Any member who was scheduled to use sick, personal, or FMLA leave during the closure shall remain on such leave until able to return to work and the District will honor return-to-work notices from employees' medical care providers

Any member who is not able to 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, has been quarantined by written order of a public health official with authority to issue quarantine orders, or has been advised in writing by their doctor to remain in the home due to high-risk status, shall be awarded COVID-19 emergency leave of up to fourteen (14) days, which leave shall not be deducted from the employee's sick or personal leave balances. In order to reduce the burden on the healthcare system during the pandemic, a doctors' note may be waived upon demonstration that obtaining such a note would present a hardship or require an otherwise unnecessary doctor's visit. Association Members shall communicate with their direct supervisors if they need to use Covid-19 emergency leave.

Employees on such leave may be assigned home-based work to the same extent as other staff assigned to their homes during school closure unless they are experiencing incapacity to work due to illness.

### **Evaluations**

During the 19/20 school year, the employee and supervisor may mutually agree to waive evaluation. Documentation of such agreement and the reason therefor (epidemic) shall be retained in the employee's personnel file.

### **Childcare**

It is not anticipated that any member of this bargaining unit will be required or expected to provide childcare at any district site or on behalf of the district at any alternative site during the currently anticipated period of school closures. Should this change, the District will provide advance notice and the opportunity to negotiate the decision of any such change in working conditions.

Therrie L. DeGraw  
For the Association

3/20/2020  
Date

Sherry Taylor  
For the Association

3-20-2020  
Date

Bethel Storm  
For the District

20 March 2020  
Date

Memorandum of Understanding  
Between the Tumwater School District  
And  
The Tumwater Office Professionals Association

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Hahn

For the Association

20 Mar 2020

Date

Bethel Stone

For the District

20 Mar 2020

Date