

**Memorandum of Understanding
Between the Union Gap School District No. 2 and
The Union Gap Education Association**

**Concerning School Year 2020-2021 Terms of Employment and
Delivery of Educational Services Impacted by the COVID-19 Crisis**

The District and Association agree upon this Memorandum to address terms of employment and the delivery of educational services affected by the COVID-19 pandemic. This agreement reflects our ongoing shared interest in prioritizing the protection of public health, providing high-quality educational services, ensuring equity for students of color and traditionally underserved students in accessing services and support, and clarifying employment matters during this stressful time. These terms are based on our understanding that the State will use emergency authority to provide districts with the flexibility to utilize multiple delivery modalities to satisfy instructional day and hour requirements.

Service Delivery Modalities

The District will follow OSPI guidance concerning the educational program and delivery of services. Over the course of the year several modalities may be utilized to deliver instructional and student support services. Modes of school operation may include, but are not limited to: (a) remote (i.e., online) instruction for all students; (b) remote instruction for most students, with certain high-needs students (e.g., some special education or English Language Learner students) receiving in-person instruction; (c) a “hybrid” approach that combines in-person instruction for all or most students with remote instruction; and (d) a return to regular school operations, with modifications to address any ongoing effects of COVID-19. The parties recognize and agree that the District may change modes in its discretion and in collaboration with the Yakima Health District as the COVID-19 situation evolves (e.g., if a hybrid or in-person model is being used and the rate of infection worsens, the District may need to return to a remote or more restrictive hybrid model).

The District and Association will work collaboratively to implement the framework for the District’s educational program and the delivery of services. Administrators will work collaboratively with affected certificated staff and/or content work teams on program-, grade-, department- or building-level implementation.

Should the District make further changes to school operations affecting wages, hours, or working conditions that are not addressed by this MOU, the parties will begin discussing such changes at monthly labor management meetings and will meet upon request of the Association to discuss any impacts of such changes on mandatory subjects of bargaining.

Assignments and Leaves

- **Assignments.** The District will maintain existing staff assignments to the greatest degree possible during the crisis. When remote, hybrid, or reduced onsite formats are in effect, the District will work with affected staff teams/groups and individual staff as necessary to determine modified assignments when normal assignments cannot be reasonably maintained. In doing so, the District will make every effort to accommodate employee preferences and balance these with the needs of the educational program and challenges presented by the unique student configurations prompted by the crisis.
 - Health-related or governmentally-mandated accommodations may be a factor in determining assignments.

- When services on-site are required for a particular assignment, and an employee is unable to fulfill that assignment, the District will make every reasonable effort to find alternative work-from-home assignments for employees who are willing, prepared and available to do so (also see below).
 - If work-from-home assignments are not available for an employee unable to fulfill an assignment at a District worksite, the District will work with each employee to identify all of the available paid leave, unpaid leave, insurance benefits, and other governmental benefits available under law or this CBA.
- **On-site Assignments.** When services on-site are required for a particular assignment:
 - Employees will not bring their child(ren) or other individuals with them to the worksite. However, employees may access any and all appropriate and available leave in the event the employee must care for the employee's child because of a school closure or unavailability of the child's care provider due to COVID-19.
 - Employees will not use personal appliances in their classrooms unless the appliance and the employee's use of the appliance complies with Board Policy No. 6910 or the Board waives Board Policy No. 6910 for the 2020-21 school year. In the event the Board waives Board Policy No. 6910 for the 2020-21 school year, the District will not provide appliances to employees, and any and all personal appliances must be plugged into a standard outlet with no use of extension cords.
- **Alternative Assignments.** Employees who (a) have tested positive for COVID-19 but are not incapacitated (e.g., asymptomatic COVID diagnosis), (b) been directed or advised to be quarantined by medical or governmental officials, (c) are in a high-risk category, or lives with a high-risk person, as determined by federal, state, or local law, (d) experience COVID-related childcare problems (as covered by the FFCRA), may continue to fulfill their professional responsibilities in full remotely for the duration of this MOU provided alternative remote work assignments are reasonably available. Upon transition from the planned virtual model to hybrid and/or in-person model, alternative, remote assignments may and likely will be curtailed or eliminated, requiring on-site assignment, in whole or in part.
- **Leave Configurations.** Due to the extraordinary nature of the COVID public health crisis, the parties acknowledge the need to provide flexibility in the application of all leaves and leave combinations available to employees. This includes the application of such additional COVID-specific leave benefits as may be provided under the law.
- **Available COVID-Related Leaves.** Regardless of the service delivery modality in effect, if an employee is unable to fulfill their professional responsibilities:
 - The employee will first be afforded the applicable use of all available current and/or COVID-specific leaves provided under state or federal law. The employee may elect to combine all these leaves in a manner that is most generous in providing leave for the duration of the incapacitation.
 - Employees will be eligible for these leaves to the full extent of the law and until cleared to return to work by a medical professional. The District may require verification of the employee's condition from a medical professional.

- In the event the employee's unique circumstances (e.g., the employee contracts COVID while on a non-COVID leave) require the use of leave accrued under the Negotiations Agreement, the employee may elect to configure all available leaves in a manner that is most generous in ensuring that pay may be maximized.
- The District will approve unpaid leaves of absence for the 2020-21 school year for employees who have no other leave options under state or federal law, or under the terms of the current Negotiations Agreement.
- **Non-COVID Leaves.** For non-COVID related matters, employees may continue to utilize such other leaves as are provided by the Collective Bargaining Agreement.
- **COVID Leave Disposition.** The leave entitlements of the federal Families First Coronavirus Response Act (both EPSL and EFML) currently expire December 31, 2020, and the parties agree to meet prior to that date to consider whether to extend those leave entitlements provided that the expiration date for leave entitlements under the FFCRA are not extended beyond December 31, 2020.

Evaluation

The District and Association will follow statutory, contractual, and OSPI requirements and guidance regarding the evaluation of certificated staff for 2020-21, including Bulletin No. 063-20 published by OSPI. If further modifications are allowed or required by OSPI, the parties will negotiate such revisions as may be necessary to structure evaluation in a way that mitigates the impact on workload arising from the unique circumstances of the District's modified educational program. Where OSPI's guidance provides optional evaluation paths, or where specific individual employee concerns exist, the parties will make a determination as to the appropriate action on a case by case basis.

If the District adopts a remote learning model at any time during the 2020-21 school year and an Association employee must be observed under that model, the employee shall determine whether observation will occur virtually or in the employee's classroom.

Pre-observation/planning conferences shall occur no earlier than September 15, 2020.

Fifth Optional Day

The District and Association acknowledge that COVID-19 restrictions may impact the District's ability to hold after-school events during the 2020-21 school year. The parties therefore agree to amend the Fifth Optional Day Form at Appendix A-3 of the Negotiations Agreement as attached to this Memorandum. The parties further agree to amend Article VIII, Section 3 of the Negotiations Agreement as follows:

The fifth optional district-directed day will be available as seven additional hours, to be earned by the employee's participation in one or more of the following after-school activities that take place:

- Virtual Family Night participation in content activity, not just attendance (hours predetermined on school calendar) any project based learning activities can be supplemented virtually during this time (preapproved)

- SpEd/MTSS meetings outside the contracted day (hours may vary);
- Spring music program supervision (hours may vary);
- Middle School Promotion, field trip and dance (hours may vary);
- Supervision of extracurricular competitions/activities (*Art, Spelling, Science, Math* – hours may vary);
- Virtual or traditional Board student recognition (minimum of 1 hour);
- HAAP Banquet (hours may vary);
- Participation in Parent Advisory Council meetings, not just attendance (hours may vary);
- Content field trips outside of contract (hours may vary);
- Meet/Conference with parents/students, outside of contract hours (planned event)
- Welcome Back Teacher Parade (1 hour maximum)
- Meet and Greet meetings with families outside contracted day. Instructional hours will be completed until 12:50 each day as is past practice as required to meet instructional hours/days (No loss of prep pay will be allowed).

Enforcement and Expiration

- This MOU is not precedent-setting and is intended to address the specific and unprecedented COVID crisis. This Memorandum applies to all UGEA represented employees. All matters arising under this Memorandum shall be governed by and construed under and in accordance with the laws of the State of Washington. If any part of this Memorandum is invalid or unenforceable, the remaining provisions shall continue to be valid and enforceable. Disputes relating to this Memorandum will be subject to the grievance and arbitration provisions of the Negotiations Agreement. This Memorandum of Understanding will remain in place for the duration of the 2020-2021 year or until such time as normal school operations resume. All other provisions of the Negotiations Agreement remain in full effect. Given the evolving nature of the issues arising during this crisis, the parties will bargain the impact of changes to terms and conditions of employment either addressed or not yet addressed in this MOU as necessary. This includes but is not limited to rules and expectations arising from the impact of the utilization of remote modalities, the impact of the modified educational program on responsibilities, hours, schedules, and workload, and matters concerning safety and health.

Agreed to this ____ day of _____, 2020.

FOR THE ASSOCIATION

FOR THE DISTRICT