

**Memorandum of Understanding  
Between Washougal School District  
and the  
Washougal Association of Educators**

**Agreements Related to Changes in Working Conditions & School Operations Due to  
Coronavirus/COVID-19**

**Whereas**, Washougal School District (District) and Washougal Association of Educators (Union), the “parties”, share an interest in maintaining the health and safety of all members of our Washougal School community;

**Whereas**, WAE represents certificated instructional staff, any agreement reached between the parties shall apply to all WAE represented employees;

**Whereas**, the impact of the coronavirus pandemic is resulting in widespread concern across the community regarding the potential of continued spread of the virus;

**Whereas**, the District is committed to assist in community and nation-wide efforts to limit the spread of the virus;

**Whereas**, on morning of Friday, March 13, 2020, the District made the decision and announced to the Washougal community that schools will be closed, at a minimum through April 24, 2020;

**Whereas**, on afternoon of Friday, March 13, 2020, Governor Jay Inslee issued a directive for all K-12 public and private schools to close through April 24, 2020, with a first possible return date of April 27, 2020;

**Whereas**, the duration of the school closure(s) related to Coronavirus/COVID may be extended;

**Whereas**, Public Health and the Office of Superintendent of Public Instruction (OSPI) continues to provide guidelines and recommendations regarding schools;

**Whereas**, OSPI expects districts to make every effort possible to make up any days and instructional hours lost due to the Coronavirus/COVID-19 pandemic, including extending the school year as late as June 19, 2020 if necessary; and

**Whereas**, for the 2019-2020 school year only, OSPI has indicated they will file an emergency rule to allow the agency to waive the days and instructional hours that districts won't be able to make up after June 19, 2020 and will continue to apportion funds as previously scheduled.

**Now therefore**, the parties agree to the following:

- 1) Compensation: No employee on a continuing, provisional or leave-replacement contract shall lose pay as a result of the school closure(s) related to Coronavirus/COVID-19.
  - a) There shall be no reduction of compensation for any supplemental or extracurricular contract, as a result of the school closure(s) related to Coronavirus/COVID-19.

2) Benefits: Individuals who were eligible for benefits under SEBB prior to Coronavirus/COVID-19 closure or who qualified for benefits as of the Governor's emergency declaration on February 29, 2020 will maintain their benefits and the employer-paid portion of the monthly premium.

3) Employees will not report to their worksite when schools are closed, but will work remotely on contracted work days.

4) Leaves:

- a) Those employees in high-risk categories as defined by Public Health – (Over 60, underlying health conditions, weakened immune system, or pregnant) who chose to remove themselves from the workplace prior to the district-wide closure shall not be required to use leave days (personal leave, sick leave, etc.), and the District will replace any leave deducted during the period after the Governor's emergency declaration on February 29, 2020, through March 12, 2020 with special paid emergency leave. In such cases, the district may seek verification of the employee's high-risk status from a medical professional.
- b) In the event that an employee or a member of their household becomes ill during the course of the emergency closure period they will be asked to self-quarantine for fourteen (14) days. The employee may return to work upon clearance from a medical professional. It is the responsibility of the employee to self-report to their supervisor and the District will provide special paid emergency leave to cover all days not worked related to Coronavirus/COVID-19 and shall not be required to use leave days (personal leave, sick leave, vacation leave, etc.)

5) School Make-up Days: The 2019-2020 school year will end on June 19, 2020.

6) Duties & Calendar:

March 24th, 25th, and 26th employees are encouraged to connect to the ZOOM application and other previously discussed remote applications to prepare for upcoming work after Spring Break. Employees will begin reaching out to students and parents to determine how to best meet the needs of our students during the school closure (using printed learning materials, phone contact, email, technology-based virtual instruction, or a combination). Employees will also be communicating their office hours and availability to families. These days are considered contracted work days and

employees are encouraged to be working. Employees who are unable to connect due to previous District communications regarding the closure will not be penalized. March 23rd and 27th shall be considered emergency closure days and certificated employees will not be expected to work.

April 6th-9th, 14th-17th, and 20th-24th shall be considered contracted work days for Certificated staff. Expectations for faculty are that they shall work six (6) hour days where two (2) hours are devoted to communication with parents and students, and four (4) hours of a combination of planning and delivering learning opportunities for students and professional development. It is the intent of the District to provide District-Directed Professional Development with clock hours included; however, with principal/supervisor approval employees may direct their own professional learning. Employees will be expected to participate in 40 minutes of PLC each week. The District will extend professional courtesy to all employees with regard to how they monitor their own work time, the progress of their students, and the development or adjustment of their curriculum. Virtual staff meetings shall be limited to one per week and shall be scheduled for time and day collaboratively by each buildings' staff. The district will provide guidelines to all staff for how to communicate with students/families.

The District will provide technology (equipment and hotspot/internet capabilities) and, for employees who may not have internet access to carry out remote duties are encouraged to find solutions by working with their direct supervisor.

April 10th and 13th will be considered emergency closure days and certificated employees shall not be expected to work.

7) Evaluation: The District will complete employees' summative annual performance evaluations using the criteria established below by June 12, 2020. Summative conferences will be completed in-person or remotely. Evaluating Supervisor and employee will collaborate to decide whether there is sufficient evidence to reach a summative score.

- a) All certificated employees, not including provisional with insufficient evidence or limited observations shall not be assigned a Final Summative Evaluation score for the 2019-2020 school year and a letter will be placed in their personnel file describing extenuating circumstances as a result of the coronavirus/COVID-19.
- b) All certificated employees with sufficient evidence will have the option to choose either 2019-20 summative score or 2018-19 summative score.
- c) A certificated employee who does not fit into one of these categories will be considered on case-by-case basis by the District and the Union.
- d) Should any guidance from OSPI regarding the impacts of school closures on evaluations conflict with the agreements in 7(a), and 7(b) above, the parties will reconvene to reconcile the conflicts.

8) Long-Term Substitute Employees: Any long-term substitute who accepted a long-term assignment, any portion of which was affected by the school closure(s), shall be paid for the full duration of the position they accepted.

9) Instructional Model: As a result of the coronavirus/COVID-19 school closure, the District and the Union understand that a change in how we provide instruction and support to our students may likely be necessary as recommended by OSPI. Such change shall be done in collaboration with staff. The District and Union agree to meet monthly to discuss the impact of the school closure.

10) Communication: The district will continue to provide updates regarding recommendations from appropriate Public Health and the Office of the Superintendent of Public Instruction related to school operations and appropriate measures under way to minimize the spread of the virus. The parties shall meet to discuss working conditions prior to schools reopening. In anticipation of the State or District extending the school closure beyond April 24th, both parties shall come together to bargain the potential impact.

This MOU will sunset on June 19, 2020. All other provisions of the collective bargaining agreement will remain in full effect. In the event schools open on April 27th or another time prior to June 19th, both parties will come together to discuss implications for the District and the Union.

Agreed to this 2<sup>nd</sup> day of April, 2020.

FOR THE UNION:  
Eric R. Engebretson  
WAE President

FOR THE DISTRICT:  
Dr. Mary Templeton  
Washougal School District Superintendent

  
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