

Memorandum of Understanding
Between the Tumwater School District
And
the Tumwater Education Association

Whereas President Donald Trump declared a national state of emergency to address the spread of Covid19 on March 13, 2020; and the World Health Organization declared Covid19 a global pandemic on March 11, 2020; and Governor Jay Inslee declared a state of emergency to address the spread of Covid19 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 represent a change to the wages, hours, and working conditions of bargaining unit members, the Tumwater School District (District), and the Tumwater Education Association (Association) hereby agree to the following:

Instruction:

During mandatory closures and in order to protect the health and safety of bargaining unit members, students, and the public, the District and the Association agree that employees will not be required or expected to report to any district site or alternative site.

Employee duties during the closure shall be limited to the following:

- Members will provide virtual office hours during the regular workday, excluding the regularly scheduled spring break week and any other dates mutually agreed upon by the Association and the District in order to provide make-up days at the end of the school year. During this time, bargaining unit members will be available via district email or other district-provided platforms to students and parents.
- Contact students' families at least once weekly via a district-provided platform, including postcards and paper copies as appropriate, with learning enrichment and/or resource materials as determined by grade band (elementary) and by content area/ department (secondary and specialists). These materials will not represent new learning, but will reinforce concepts taught prior to the closure. These materials will not be graded.
- Collaboration via email or other district provided platform with grade bands, content areas, and/ or departments as appropriate
- Individual planning/ preparation time
- Individual professional development
- Grading of work assigned prior to the closure
- Provide feedback to students about their learning

- No more than two virtual, administrator-directed staff meetings per week

District responsibilities during the closure shall include:

- Make training available to employees for all required technology platforms
- Provide hardware, if available and not already issued, for any employee who needs it
- Provide paper copies of enrichment materials if needed for students at any pick up site
- Mail any paper correspondence to parents as described above

No employee shall be required or expected to use his or her personal cellphone or data plan to communicate with parents, students, or staff/ supervisors.

Any employee who does not have home access to high-speed internet shall be provided access by the District at no cost to the employee. If the District is unable to provide this access, the employee shall not be expected to participate in any online communication or virtual meetings.

No regular employee shall be asked or expected to provide substitute coverage for any employee on COVID-19 leave or for any employee who does have access to high-speed internet as described above.

Any day where members are required to hold virtual office hours shall count as part of the 180 day basic contract year as of March 16, 2020.

If OSPI provides any directive contrary to this section, the District and the Association shall meet to bargain those impacts. In order to maintain current practices in line with OSPI directives, the Association and the District agree to review the language of the MOU on Thursday, April 2, 2020 for compliance.

Compensation and Benefits:

As long as state apportionment funding continues to the district throughout the mandated closure, all bargaining unit members, including leave-replacements, will continue to receive full salary payments, including payment for all supplemental contracts and/or stipends throughout the closure.

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.

Substitute Teachers:

Any long-term substitute teachers will be paid for assignments they accepted that would have been worked during the school closure. This shall include substitute employees who are filling an assignment that would have been extended through the duration of the district-wide school closure (e.g., because the position was open). Individual circumstances may be reviewed on a case-by-case basis.

If a regular employee who has been on leave seeks to return earlier than anticipated from a scheduled leave, it is understood that any substitute hired to replace that employee may not continue to receive pay to the extent consistent with District operations when an employee returns early from leave. The District may also assign the substitute to perform other assignments if the expected assignment ends early. The substitute will continue to receive his or her regular pay.

Leaves

No employee shall be deducted for sick, emergency, personal, or any other leave, paid or unpaid, during the closure or if a member was quarantined by a healthcare provider prior to the closure. Any member who was scheduled to use FMLA leave during the closure shall remain on leave unless cleared to return to duty by his or her healthcare provider, in which case the District will follow FMLA regulations and guidelines in returning the employee to work.

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 Covid19 or Covid19 symptoms shall be awarded Covid19 emergency leave. In order to reduce the burden on the healthcare system during the pandemic, a doctors' note will not be required. Members will communicate with their direct supervisors if they need to use Covid19 emergency leave. Covid19 emergency leave shall be paid at the same rate as sick leave.

Make-Up Days

If the district is required by OSPI to make up any days beyond the 180-day base contract, those days will be paid at the appropriate per diem rate. If OSPI provides discretion on the scheduling of those make-up days, the District and the Association shall bargain that schedule. Nothing in this agreement shall be construed to add any days beyond the 180-day base contract year, unless required by OSPI or other state agency. Members will select five (5) days during the closure that they will not be available for office hours in order to maintain a 180-day work year, and will communicate these days to their supervisor.

Evaluations

The District will follow OSPI guidance for TPEP evaluations from March 18, 2020, except that evaluators shall provide guidance and assistance to any member trending Basic or Unsatisfactory to identify evidence and artifacts that could be created or submitted during the closure. Given the extraordinary and unprecedented emergency circumstances of this extended school closure, no employee on a continuing contract shall be placed on probation in 20/21 as a result of any evaluation result from 19/20.

Item	Anticipated Scenario	Recommended Action
1	Evaluates whose evidence demonstrates "Proficient" or "Distinguished" rating at the date of school closure or most recent date of progress review	Move those ratings to final summative score for the 2019–20 school year
2	Evaluates with zero to five years' experience whose evidence indicates a rating of "Basic" at the date of school closure or most recent date of progress review	Move the "Basic" rating to final summative rating for the 2019–20 school year
3	Evaluates with more than five years' experience whose evidence indicates a score of "Basic" at the date of school closure or most recent date of progress review	Handled locally on case-by-case basis OR No final score with a letter placed in personnel file describing extenuating circumstances
4	Evaluates not on probation who do not return to school April 27 (e.g., quarantined, ill, etc.)	No final score with a letter placed in personnel file describing extenuating circumstances
5	Evaluates at any level of experience whose evidence indicates a score of "Unsatisfactory" at the date of school closure or most recent date of progress review	Handled locally on a case-by-case basis
6	Evaluates on probation or plan of improvement	Handled locally on a case-by-case basis
7	Evaluates on Focused Evaluation	Retain score for final summative evaluation

Special Education

Any services provided to special education students will be consistent with state and federal laws and OSPI guidance. Enrichment materials made available to general education students will be available to students with disabilities.

It is expected that special education staff continue to work on IEPs, evaluations, or related documents that are accessible during the school closure. Special education staff shall only complete work connected to caseload management and shall not be expected to provide enrichment activities and communication as described in the "Instruction" section of this MOU.

For any IEP or re-evaluation meetings that would otherwise need to be held during the emergency closure, staff will follow OSPI guidance to either hold meetings via remote attendance or to seek timeline agreements from parents in order to hold the meetings when school reopens following the closure. Association members will not engage in face to face

meetings or testing. When appropriate, staff will send prior written notice documentation home to parents during the closure to explain that meetings will take place as soon as possible once the emergency closure has been lifted. Staff will be provided guidance from special services regarding available and allowable procedures for maintaining legally compliant practices during closure.

If despite diligent efforts to meet virtually with parents to keep up on IEPs during closure, a special education teacher has a backlog of past due IEPs after the closure has ended, the teacher may request, and will be granted, sub coverage or other assistance once the emergency closure has been lifted to expedite the completion of past due IEPs or re-evaluations.

Childcare and Food Service

To protect the health and safety of employees, no employee shall be required or expected to provide childcare or assist with food service at any district site or on behalf of the district at any alternative site.

Duration and Reopeners

This MOU shall remain in effect for the duration of the emergency school closure. Should OSPI, the CDC, the Dept of Health, or the Governor of Washington issue contradictory or new regulations, the parties will bargain the impacts of those changes.

For the Association – Signature and Date:

Tim Voie March 26th, 2020

Tim Voie, TEA President

For the District – Signature and Date:

Beth Scouler 26 March 2020

Beth Scouler, TSD HR