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Memorandum of Understanding Between
Olympia Education Association (OEA)
And the Olympia School District (OSD)

Whereas COVID-19 continues to create a public health emergency and the Office of the Superintendent of Public Instruction has issued requirements for the 2021-2022 school year that substantially affect the wages, hours, and working conditions of all Associations’ members;

Whereas we are especially concerned because we know the dangers of COVID-19 and the associated disruption to educational routine disproportionately impact communities of color and people in poverty, and;

And whereas it is the duty of the District to provide safe and equitable learning conditions for all students and staff, which explicitly serves Black, Indigenous, and students of color, students living in poverty, students who identify as LGBTQ+, and students receiving Special Education, English Language Learner, and McKinney-Vento services, the parties agree to the following, which shall apply to OEA:

I. Safe Work Conditions:

- A. As the parties agree that the collective bargaining agreement remains in force and effect, Article VI, Section 2 imposes an affirmative duty upon the District to “maintain all District facilities in a safe and healthful condition.”
- B. In addition, all employees will follow the requirements and recommendations for working onsite to maintain the safe and healthful conditions of the workplace.
- C. **High-Risk Employees:** The concept of “high risk” has evolved since last year, partly due to the advent of vaccines. High-risk employee rights in Washington are now governed by the Health Emergency Labor Standards Act (HELISA), which the legislature enacted in May. An employee is considered high-risk when

they are at an age or have an underlying health condition that puts them at high risk of contracting a severe illness (as defined by Centers for Disease Control) from an infectious or contagious disease that is the subject of the public health emergency and have obtained a recommendation from a medical provider for removal from the workforce due to their high risk of contracting a severe illness. Employees considered high-risk based upon the **CDC guidelines** above may choose to come to work at a District work site when required by the employee's assignment or may choose to access any or all of the following benefits under the terms of the applicable collective bargaining agreement (CBA) or law:

1. Alternative assignment for work/services may be provided from home. Such assignments will be available to these employees during remote instruction to the maximum extent feasible and will continue to be available upon return to in-person instruction subject to availability of positions; **If an alternative assignment is unavailable, employees may utilize one of the following options:**
 - a. Leave for illness, injury or emergency;
 - b. Personal leave;
 - c. Unpaid leave of absence for the 2021-22 school year; and
 - d. Unemployment benefits.
2. Documentation of high-risk status: Employees considered to be a high-risk status should obtain a recommendation from a medical provider for removal from the workforce due to their high risk of contracting a severe illness.

D. On-site Student and Staff Health Precautions

1. **Face coverings:**
 - a. All employees, students, and building visitors shall wear face coverings consistent with the most recent guidance from state and local health officials. Current guidelines allow exceptions for the following:
 - (1) those with a disability that would prevent them from comfortably wearing or removing a face covering
 - (2) those with respiratory conditions that would prevent wearing face covering, or trouble breathing
 - (3) those who are deaf or hard of hearing and use facial and mouth movements as part of communication
 - (4) those advised by a medical or behavioral health professional that wearing a face covering may pose a risk to that person
 - b. The District shall provide disposable face coverings for all employees and students who need them.
 - c. Employees may choose to provide their own face coverings in compliance with [Guidance for Non-Health Care Businesses and Organizations during COVID-19](#).
 - d. Employees working with students who cannot wear a face covering for the reasons described above shall be provided all appropriate personal protective equipment (PPE), including but not limited to medical grade masks and gloves, as described by the L&I, the DOH, and the CDC.
 - e. Students who cannot wear face coverings and cannot maintain physical distancing shall receive remote and/or in-home instruction, as described in Section II and III, or will be served by employees who have been provided appropriate PPE as described in paragraph c above.

2. **Physical Distancing:** Capacity for students and staff in any facility and/or classroom shall be limited by physical distancing requirements consistent with state and local health guidelines **as described by the DOH, CDC, and L&I.**
 - a. As of August 31, 2021, social distancing requirements are as follows: six feet between adults, six feet between adults and students, and three feet between students, as outlined in the [Guidance for Non-Health Care Businesses and Organizations during COVID-19](#).
 - b. The district shall provide appropriate PPE and training for employees who must perform tasks that cannot be accomplished with physical distancing, such as diapering.
3. **Handwashing:** The district shall provide adequate facilities and supplies to meet the handwashing and hygiene guidelines of OSPI and the WADOH.
 - a. No employee shall be required to supervise students of the opposite gender from the employee's identified gender in bathrooms or locker rooms while handwashing.
 - b. Employees and students will maintain appropriate social distancing while hand washing.
4. **Exclusion of students and staff with COVID-19 symptoms for in-person instruction:** For students and staff who display COVID-19 symptoms, **the district will follow the current [Thurston County Public Health and Social Services \(PHSS\) and Thurston County Schools COVID-19 Employee Pathway](#).**
5. **Safety and Discipline During On-Site Instruction:** Ensuring the safety and health of students and staff shall be the district's first priority. Students shall be required to follow all safety protocols.
 - a. **Face coverings for Students:** No student shall be permitted to enter any school facility unless they are properly wearing a face covering or meet a legally recognized medical exception, in which case staff working with the student will be provided appropriate PPE. Students will be provided age and culturally appropriate instruction on face-coverings, hygiene, and physical distancing within the first week of school.
 - b. Students new to the district after the start of the school year will also be provided time with a counselor, nurse, or social worker, or other non-classroom staff **to go over** health and safety protocols as described above.
6. **Violations of Safety Protocols: Students who willfully and knowingly violate safety protocols may be subject to appropriate discipline** in accordance with the collective bargaining agreement, student handbook and state law. Student discipline for any infraction described above shall be proportionate to the age and cognitive ability of each child.
 - a. In the event a student willfully and knowingly violates safety protocols towards another student in a manner that may cause harm (for example, purposefully removing a mask and coughing or sneezing on another student), **staff shall notify an administrator.** The building administrator **or designee** shall immediately notify the parent or guardian of the affected student.
 - b. In the event a student willfully and knowingly violates safety protocols towards an employee in a manner that may cause harm (for example, purposefully removing a mask and coughing or sneezing on the employee), the District will defer to the [Thurston County Public Health and Social Services \(PHSS\) and Thurston County Schools COVID-19 Employee Pathway](#).
7. **Exposure to COVID-19:** In cases where employees who are known by the District to have been exposed to any student or other district employee who has a confirmed or suspected case of COVID-19 **"COVID-19 Employee Pathway" individual protocol flow chart.**

- E. **Elementary Specialists (Art, Music, PE):** shall have access to air purifiers and additional PPE as requested.

II. Leaves

- A. The district shall grant ten (10) additional days of paid leave and benefits for any employee who has a confirmed case of COVID-19 throughout the duration of their recovery.
 - 1. A healthcare professional's note or proof of positive COVID-19 test result will be required. It is understood that employees incapacitated by illness may not be able to provide prompt documentation.
- B. **Employees with COVID-19/Suspected COVID-19, Employees Quarantined Due to Possible Exposure to COVID-19:** Employees who have been diagnosed with COVID-19, or are experiencing symptoms of COVID-19 and are seeking a medical diagnosis, or who have been advised by a public health agency to quarantine at home due to possible exposure to COVID-19 may not come to work at a District work site and may access any or all of the following benefits under the terms of the applicable collective bargaining agreement (CBA) or law:
 - 1. Alternative assignment for work/services which may be provided from home, if available and if the employee is well enough and chooses to work remotely;
 - a. Employee may use own sick leave bank if an alternative work assignment for work/services provided at home is unavailable;
 - b. Shared leave;
 - c. Personal leave;
 - d. Washington Paid Family Medical Leave (PFML);
 - e. Family Medical Leave Act (unpaid leave except for continued health insurance benefits);
 - f. Worker's compensation (Under certain circumstances, claims from health care providers and first responders involving COVID-19 may be allowed. Other claims that meet certain criteria for exposure will be considered on a case-by-case basis);
 - g. Unpaid leave of absence for the period of the quarantine;
 - h. Long-term disability benefits to the extent available through SEBB; and

III. Absent Students due to COVID related circumstances:

- A. Teachers will support students as they would in any other student absence. Given the potential for longer periods of absence, teachers will ensure that resources are up to date in Schoology and communicate with families on how to access and turn in all missed work.
- B. Teachers may, at their sole discretion, provide synchronous instruction to absent students.

IV. Teacher Absence due to COVID related circumstances:

- A. COVID or other related absences will be filled with a substitute teacher who will use teacher provided lesson plans.
- B. When possible, at the sole discretion of the staff, in order to keep educational integrity/continuity, a substitute or other staff member will supervise the in-person classroom and the teacher will provide instruction remotely from home.

V. **Classroom Closure Due to COVID Related Circumstances:**

- A. If an elementary classroom is closed to in-person learning, the teacher and students revert to remote instruction for the duration of the closure.
- B. If a secondary classroom is closed to in-person learning, the teacher and students will revert to remote for that class only for the duration of the closure. The other class period teachers will support students based on Section III.

VI. **Advisory (secondary)/Morning Meeting (elementary)** Is an opportunity for students to learn through district-approved SEL curriculum:

- A. The advisory class at the secondary level will be scheduled at a separate time from other scheduled classes.
- B. To the extent possible, the secondary advisory period will be made up of students who are already assigned to the teacher.
- C. The secondary advisory will not be longer than 60 minutes per week.
- D. A one time stipend of \$500 will be paid to current staff assigned to teach and implement District approved SEL curriculum.
- E. All staff eligible to receive compensation will be required to complete a 30 minute asynchronous training through Schoology.
- F. District-approved SEL curriculum shall be made available to all Certified staff.

VII. **Hybrid Model Split or Alternate Shifts:** In the event that limited facilities, or some other COVID-19 related reason requires the District to schedule students on alternate days or on am/pm shifts, each day (including remote learning days/non-student days) will be part of the 180-day contract.

- A. All students assigned to an employee will count towards their bargained class size or caseload.
- B. No employee will be required to provide separate remote instruction on days when they are providing in-person instruction.
- C. No teacher shall provide in-person instruction, or duplicate such instruction, for students learning remotely.

VIII. **Remote Work:**

- A. During remote learning, staff who are required to be in the building to support students furthest from educational justice, may request remote work. Employees who request remote work, who can articulate a compelling reason, will have that request met.
- B. The District will make every reasonable effort (such as offering out-of-endorsement waivers for certificated staff/emergency certifications for paraeducators) to find an alternate placement for such teachers.
- C. No employee will be expected or required to be on-site to perform duties or attend meetings/events which can be done remotely. No employee will be assigned to a position requiring them to work in-person or on-site without their consent.
- D. **Small Group Instruction:**
 - 1. Small groups instruction/ services may occur on-site in a manner consistent with state and county Department of Health and L&I guidelines. If such services are needed to provide appropriate educational services to students, the District will first seek voluntary participation of qualified staff to perform these services, the District may contract or provide services through

paraprofessionals (to the extent consistent with law) if no volunteer can be identified. The District will exhaust these options before directing any employee to perform in person instruction during the remote stage of re-opening. Under current public health conditions, the following restrictions apply to such services when provided by employees of the bargaining unit.

- a. Employees working on-site, providing small group instruction, who are exposed to COVID-19 shall be granted full paid administrative leave while waiting for the results of related COVID-19 testing, or if ordered by a healthcare professional or district administrator to quarantine as a result of a potential exposure.
2. Groups shall be consistent with current state and county Department of Health guidelines.
3. Students who cannot wear face coverings and cannot maintain physical distancing shall receive remote and/or in-home instruction, as described in Section II and III, or will be served by employees who have been provided appropriate PPE as described in paragraph C above.
4. An administrator shall be physically onsite and available for such services.
5. In the event that the District transitions to small group instruction, the District and Union will meet to discuss these provisions.

E. Building Access:

1. During remote learning, employees may choose to work from their classroom or other on-site work location in accordance with local phase restrictions and District safety protocols.
2. All access to buildings by employees during remote learning must be documented in order to facilitate custodial work.

F. Teacher responsibilities:

1. We recognize that both asynchronous new learning opportunities and synchronous differentiated learning opportunities are necessary for student success. Educators may determine, within the bounds of OSPI guidance, the most appropriate manner in which to approach synchronous and asynchronous learning in their classes to meet all students' needs.
 - a. Employees shall take attendance daily via a district-determined method. Employees will not be responsible for tracking or following up with students who do not attend, but will provide reasonable facilitation of make-up work.
 - (1) Building administrators or their designees shall contact students with more than three (3) unexcused absences within a week and/or six (6) cumulative unexcused absences, and students whom a teacher has identified as disengaged from class, and persist in attempts to contact until the student has successfully reengaged.
 - (2) Counselors, graduation specialists, and social workers may provide attendance support/tracking at their discretion within the 7.5 hour workday.
 - b. No teacher will be expected to teach or lead a meeting with students outside of their scheduled, contracted time.
 - (1) AP and IB teachers may choose to offer test preparation-focused sessions outside of this time, provided these sessions do not interrupt any other teachers' required classes. These sessions must not be considered a required part of the course curriculum. Therefore, no student will be penalized in class in any way for lack of participation.
 - (2) Students who opt in to AP/IB testing will be advised that due to hybrid/distance learning time constraints, additional studying may be needed outside of class to prepare for the test.

G. Communication and Support for Students and Families:

1. Teachers will respond to emails from students and parents/guardians in a timely manner. Email will be considered the default mode of communication unless otherwise indicated by the student/family.
2. The District will provide families with the Family Resource Center, available on the Olympia School District website. Information will be provided for HelpDesk, school-issued Chromebooks, Skyward, Schoology, Remind, and Zoom.
3. If a parent/guardian communicates with an employee in a manner which violates [OSD Policy 5161: Civility in the Workplace](#), employees have the right to:
 - a. Have their direct supervisor act as the conduit of all written and verbal communication with the parent/guardian, or other facilitation at the employee's request.
 - b. Be excused from any in-person/Zoom meetings where the parent/guardian is present.
 - c. Omit any incident of this nature from any observation, review, or other evaluatory documentation of the employee.

H. Special Education:

1. Special Education staff directed to amend IEPs or 504s to reflect hybrid and/or distance learning formats, and those with caseloads of past due IEPs, may submit time slips to be compensated at per diem rate for this work.
 - a. In order to complete this work within the contract day, Special Education staff may choose substitute coverage instead of or in addition to submitting time slips.
 - b. During remote and hybrid model, special education teachers, social service providers, SLPs, OT/PTs, vision specialists will work an additional six (6) days per year in order to provide the necessary time required for documenting progress towards IEP goals, preparing the IEP documents, and scheduling the IEP meeting. Compensation for these days shall be the per diem rate of the employee. If the employee exceeds six (6) work days in the above mentioned work, they may submit time slips for pre-approval by administration to compensate for time beyond six (6) days.

I. Counseling:

1. All counseling staff (including graduation specialists) serving students and/or families directly will have the right to manage their schedules in the manner most conducive to meeting student and family needs. Time spent in contact with students/families outside the contracted work day will count toward contracted work time provided it does not:
 - a. Conflict with student/family needs.
 - b. Interrupt required meetings or trainings without permission from the employee's direct supervisor.
2. For tasks that require paper documents, fax, and/or postal mail, the District shall provide counseling staff (including graduation specialists) with at least one of the following:
 - a. A system by which the employee may securely send files via email and/or upload through OSD intranet to be printed and mailed or otherwise distributed using District resources and personnel.
 - b. Safe, scheduled access to a school or District building with the appropriate resources, following all bargained health and safety protocols.
 - (1) This option may be offered but not required. No employee will be asked to visit a building for the purposes described in XII.C above without their consent.

IX. District Transitions between Learning Models:

- A. The District shall prioritize aligning transitions to grading periods. Any transition must occur on the first teaching day of the week.
- B. The District shall provide employees and families at least three (3) school days of notice before transitioning between learning models.

X. Internet Access:

Technology and internet: The District shall provide all necessary technology for employees while in remote learning. Such technology includes but is not limited to reliable high-speed internet access. Educators will be given adequate paid training and ongoing support for any technology tool or program needed to provide instruction.

- 1. The District will reimburse employees for documented additional costs actually incurred for new or improved internet service that is necessary to support remote learning, up to a maximum of \$75 per month, subject to compliance with applicable expense reimbursement guidelines. This reimbursement will be available on a prorated basis during months when the District requires the employee in question to work from home.
- 2. The District shall purchase Schoology licensure at its highest level of functionality (i.e. premium level as opposed to basic), including integration of Turnitin.com plagiarism checking software. Educators will use Schoology to support student learning in alignment with training and supports that are provided by The District.
- 3. Any other technology tool the District requires or encourages employees or students to use must be purchased at its highest level of functionality (i.e. premium level as opposed to basic).
- 4. Employees in Special Education and LAP funded positions may submit requests for technology tools/licensure to the appropriate Special Education and Student Services or Teaching & Learning supervisor or designee. These employees have the right to appeal rejected technology requests to the Executive Directors of the appropriate programs; such appeals must be resolved within three (3) business days.

XI. Video/Zoom Etiquette:

- A. While offering synchronous instruction via video/audio, there shall be no disciplinary or adverse action toward an employee for any event or action that occurs in a student's home or work space during such instruction, nor will an employee be negatively evaluated for any such event. The district shall defend and hold harmless any employee in any lawsuit that arises from such an event.
- B. No Teacher will be required to record or publish any Zoom/video meeting. The parties note that Article III Section 3 of the CBA remains in effect: "No mechanical or electronic device will be utilized to observe, or place under surveillance any certificated employee without his/her knowledge and consent. This does not preclude the use of communication systems for ordinary school use."
- C. No employee, excluding those who regularly interact with students on an individual basis, will interact with an individual student via Zoom/video without their parent/guardian and/or another employee present. If an employee needs to interact with an individual student via Zoom/video, the employee may either:
 - 1. Meet with the student in the presence of their parent/guardian and/or another employee.
 - 2. Record the one-on-one meeting with the documented permission of the student and the parent/guardian. The recording of the meeting will be archived and will not be published.
- D. The District will follow the applicable board policies and procedures, the Student Rights and Responsibilities Handbook, and established protocols to address student behavior.

1. Parental involvement/presence in student video screens or audio will follow the appropriate visitor process as outlined in CBA regarding classroom visits. T.A. 08/25/20

XII. Evaluations:

- A. Evaluation will be conducted in accordance with the CBA and consistent with guidance from the Superintendent of Public Instruction to the extent possible.
- B. For the duration of the pandemic, evaluators must take into consideration the difficulties faced by employees and will provide support as needed.
- C. No employee will be placed on probation for the 2021-22 school year, or prior to January 15th of the 2022-23 school year.
- D. The District may extend an employee's Provisional status for an additional year by providing evidence for such, and must provide such evidence and notice to the Association and the employee by March 15th, 2022.
- E. Formal observations will adapt to remote or hybrid learning.

XIII. Meetings: All meetings, including professional development, will be encouraged to be held remotely. All in-person meetings must occur in a space where it is possible to follow all applicable social distancing protocols as set by the Governor and/or State Department of Health.

- A. Article III "Employees Rights and Responsibilities," Section 10 "Length of Workday," "Required Meetings" shall remain in force and effect.
- B. Emergency staff meetings, as referenced in section A above, must be reserved for exigent circumstances relevant to issues of health and safety.
- C. Teachers will have the option to hold conferences via Zoom.
- D. In-person assemblies or similar activities should be limited. Principals will attempt to conduct assemblies or similar activities online or outdoors. Attendance by staff members at limited in-person or similar activities will be voluntary.

XIV. Duration:

This MOU shall remain in effect through the 2021-22 school year or after the end of the declared COVID state of emergency, whichever comes first.
