

**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**MARY WALKER SCHOOL DISTRICT**

**AND THE MARY WALKER EDUCATIONAL SUPPORT PROFESSIONALS (MWESP)**

The Mary Walker School District (“District”) and the Mary Walker Educational Support Professionals (“Association”) have come together as partners in the midst of the current COVID-19 crisis to protect our employees and serve the critical needs of our students, and hereby confirm the following agreements:

1. **COMPENSATION:** No employee assured either permanent or temporary hours for the 2019-2020 school year shall lose pay as a result of school closure(s) related to coronavirus/COVID-19.
  
2. **BENEFITS:** Individuals who are eligible for benefits or who have qualified for benefits as of the Governor’s emergency declaration on February 29, 2020 will maintain their benefits to the extent allowable by law.
  
3. **PAID CIVIC DUTY LEAVE:**
  - a. During the closure, employees are on paid civic duty leave. This leave 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 shall be deducted from employee leave banks under the following conditions:
    - i. If an employee is directed by a health professional or district health agency to be quarantined for 14 or more days either because they have tested positive or have been diagnosed as having probable COVID-19.
    - ii. If an employee is directed by a health professional or district health agency to be placed in self-isolation for 14 or more days either because they have come into close contact with an individual having probable or lab confirmed COVID-19.
    - iii. If an employee falls into one of the high-risk categories as determined by federal, state or local government or district health agency officials. To date, high-risk categories include age, serious underlying health conditions, and pregnancy)
    - iv. If an employee has recently returned from one of the Level 3 countries and has proof of travel.
    - v. If an employee is caring for a family member who meets any of the conditions listed above

- b. 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 4 below, unless they are experiencing incapacity to work due to illness or care for others.

4. DUTIES DURING CLOSURE:

- a. During the closure, employees will be required to work to meet the critical needs of the District and students. It is understood that as the public health emergency progresses, work may evolve and require flexibility for all parties.
- b. The District in consultation with the Association will publish directions for employees each week. Such instructions will include who is required to report to a district worksite, the hours of work and where that work is to be performed. The District will seek input from the Association on this weekly direction prior to publishing such instructions to employees. All other employees will be assigned to work from home and are not considered to be on leave.
- c. Employees working from home will be available by phone and/or email during their regularly scheduled workday. The employee workday shall begin at 8 am and end once the employee's regular work hours have been completed. Such employees may be called into a district site for their regularly scheduled hours when an urgent need for additional workforce arises.

5. ANY STAFF REQUIRED TO WORK:

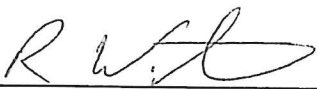
- a. The District will guarantee that employees who may be required to attend a staff meeting or perform any other task onsite appropriate social distancing and protective measures following OSHA and DOH guidelines. The option to attend through conference call, Zoom, or other technological methods will be available to staff.
- b. Employees over the age of 60, and those with underlying health conditions otherwise released for regular duty will not be expected to come to work but must remain accessible. Employees in these categories will not be completely prohibited from being in a building or working as long as they maintain social distancing standards.

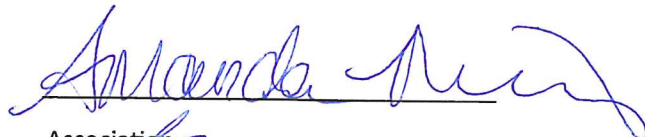
6. CLEANING SUPPLIES: The District will provide and ensure that each worksite has adequate cleaning supplies, including disinfecting wipes, hand sanitizer and protective gear if needed. No employee shall supply or incur any cost in the provision of such supplies. The District will take responsibility to provide a safe working environment for employees.

7. LEAVES: Employees who need to be released from all duties on a particular day may apply for and take leave under the CBA in the same manner as during regular operations (sick leave, personal leave, etc.). Employees who are currently on medical or maternity/paternity leave, paid or unpaid prior to the school closures will remain in that status until their approved leave ends or they are released to full duty by their physician.
8. SCHOOL MAKE-UP DAYS: The District will follow OSPI guidelines for waivers related to COVID-19.
9. TRAVEL: No employee shall incur any cost that is a district responsibility due to the cancellation of previously approved district travel.
10. EVALUATION: Employee evaluations for the 2019-2020 school year shall be consistent with OSPI guidelines.
11. COMMUNICATION: The district will provide updates regarding recommendations from appropriate public health agencies 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.
12. INTERPRETATION AND APPLICATION OF THIS MOU: This MOU shall be interpreted and applied solely as it relates to the school closure and employee duties caused by the COVID-19 pandemic. Both parties acknowledge that the current situation is evolving. Thus, both parties are committed to working together with flexibility and patience as to the future needs of the District and its employees.

This MOU is non-precedent setting and is intended to address the specific public health emergency presented by the COVID-19 pandemic. This MOU shall be in effect for the remainder of the 2019-2020 school year and shall sunset August 31, 2020. All other provisions of the collective bargaining agreement remain in full effect.

Dated this 1<sup>st</sup> of May, 2020.

  
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District

  
\_\_\_\_\_  
Association

