

**Memorandum of Understanding  
between the  
Wenatchee School District  
and the  
Wenatchee Education Association**

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

Whereas the Wenatchee Education Association (WenEA) and the Wenatchee School District (WSD) share a mutual interest in maintaining the health and safety of our school community, keeping our members/employees financially whole, and maintaining educational opportunities for our students, we agree to the following:

- Both parties have the ability to request review or revision of this document when/if circumstances or official guidance changes during the closure. Should the District receive additional guidance from the Governor or Office of the Superintendent of Public Instruction that impacts the current proposed educational plan, the parties agree to meet to bargain the impacts, such as further closures or additional services to be provided during closures.
- All members of the bargaining unit are covered by this agreement.
- Educator input will be considered in structuring work requirements and conditions during the closure.
- The parties will meet prior to schools reopening to discuss working conditions.
- All provisions of the current CBA remain in effect unless noted below.

**COMPENSATION**

- Unless otherwise agreed herein, there will be no change in salary and benefits for the 2019-20 school & fiscal year, as long as current state and federal funding continue to be provided to the school district.
- Any supplemental contract issued prior to March 13<sup>th</sup> will not be reduced or terminated, as long as current state and federal funding continues to be provided to the school district and those on supplemental contracts are providing substantive guidance and activities for participants on their teams/clubs.
- Compensation remains available for the 6<sup>th</sup> PLC (team directed) day and the special timesheet for this day must be received in payroll no later than July 10<sup>th</sup>.

- All certificated staff who are eligible for benefits under the provisions of the WSD/WenEA CBA and were eligible for benefits as of Feb 29<sup>th</sup>. will have their insurance benefits maintained, unless a staff member goes on “leave without pay” status or the school district is no longer funded for employee benefits.

## **STRUCTURE OF THE WORK AND WORKDAY**

- Spring break will continue as planned from March 30<sup>th</sup> – April 3<sup>rd</sup>.
- Although the nature of the work will be different during the closure, staff members are expected to provide the same reasonable level of accessibility, time, and attention to their duties during the workday, and to fully participate in the work schedule provided by the District.
- Work Location - Staff members may perform their work duties remotely and will not be required to report to their work sites in person unless it is absolutely essential to school operations that they do so. Restrictions may be issued if circumstances change and will be communicated to all staff.
- The WSD will establish and communicate protocols for communications between educators and students, educators and educators, and educators and administration.
- Staff members will not be required to take on any responsibilities outside their normal position without their expressed permission and/or unless mandated by the state or OSPI.
- No distance/online learning will be required to be provided to students unless and until all students are provided equity of internet access and access to devices, consistent expectations have been established, and staff have had sufficient training.
- Any work or activities supplied to students during the closure should be a review of previously learned objectives or enrichment activities and can have no negative impact upon students' grades.
- Staff members shall not communicate with students outside of officially established district methods. This prohibition applies to social media sites, personal cell phone calls or text messages, unless otherwise approved by the District.
- Any IEPs that expire during the closure will be addressed following OSPI guidelines.

## **SCHOOL MAKE-UP DAYS**

- If directed by the state, the school year may be extended to June 19 if the District is unable to obtain a waiver.

- School make-up days shall be limited to those required by law.

## **LEAVE**

- If staff members are unable to work remotely during the closure, they must follow normal procedures for use of personal and sick leave.
- Staff members who are members of officially designated high risk populations unable to return if/when schools reopen – may be asked for medical documentation and placed on paid administrative leave, as long as paid administrative leave is being funded by the state for that purpose. If paid administrative leave is not funded by the state for those purposes, an employee will be able to use their accrued sick and/or personal leave or be placed on an unpaid leave.
- Staff who were scheduled to use paid leave as a result of a scheduled and approved leave, will continue to do so until that leave is exhausted as previously planned. Once paid leave is exhausted, they will receive compensation similar to other members.
- Staff will not suffer a loss of income during the closure, unless they are on a scheduled unpaid leave of absence as a result of their prearranged unpaid leave of absence, disability, and/or inability to work (i.e. maternity leave). If a person has previously been scheduled to return from such a leave during the closure, they will be able to do so.

## **TRAVEL**

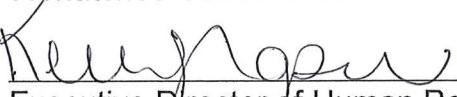
- No employee shall incur any cost that is a district responsibility due to the cancellation of previously approved district travel.

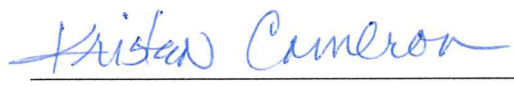
## **EVALUATION**

- End of year evaluations will be completed by June 1. Summative conferences may be conducted in person or remotely.
- If an educator's rating was "proficient" or "distinguished" as of March 13<sup>th</sup>, this will be noted as their summative score for the 2019-20 school year. This applies to those on both focused and comprehensive evaluations.
- If an educator within their first five years of experience was rated "basic" as of March 13<sup>th</sup>, this will be noted as their summative score for the 2019-20 school year.
- If an educator with more than five years of experience was rated "basic" as of March 13<sup>th</sup>, they have the option of creating an improvement plan with their evaluator or having a letter placed in their personnel file describing extenuating circumstances per OSPI Bulletin No. 021-20, March 18, 2020.

- If an educator of any level of experience (except those on provisional status) was rated “unsatisfactory” as of March 13<sup>th</sup>, they have the option of creating an improvement plan with their evaluator or having a letter placed in their personnel file describing extenuating circumstances per OSPI Bulletin No. 021-20, March 18, 2020.
- If an educator is on probation or a plan of improvement they have the option of completing their improvement plan with their evaluator or having a letter placed in their personnel file describing extenuating circumstances per OSPI Bulletin No. 021-20, March 18, 2020.
- All aspects of provisional employment status remain in effect.

Signed this 20<sup>th</sup> day of March, 2020.

Wenatchee School District  
  
Executive Director of Human Resources

Wenatchee Education Association  
  
President