

**Memorandum of Understanding
Between Edmonds School District
and the
Edmonds Education Association**

Agreements Related to Changes in Working Conditions & School Operations Due to the COVID-19

Whereas, Edmonds School District (District) and Edmonds Education Association (EEA), share an interest in maintaining the health and safety of all members of our Edmonds School community;

Whereas, EEA represents certificated instructional staff, any agreement reached between the parties shall apply to all EEA 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, Governor Jay Inslee issued a directive for all K-12 public and private schools in Washington state 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 were extended through the remainder of the 2019-20 school year;

Whereas, the Governor issued a mandate that school districts provide continuous learning to students remotely;

Whereas, the last day of the 2019-2020 school year in the Edmonds School District is currently scheduled on June 22, 2020; 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 scheduled to work during the school closure(s) shall lose pay as a result of said school closure(s) related to Coronavirus/COVID-19, inclusive of continuing and non-continuing certificated staff, substitute teachers, and coaches. Substitutes will be paid for jobs scheduled through the end of the year, provided said jobs were scheduled as of March 12, 2020.
- 2) Benefits: Individuals who are eligible for benefits under the provisions of the state law will maintain their benefits.
 - i) For substitute employees whose monthly check does not cover the cost of their share of the medical premium, the District will pay the entire premium during the school closure(s). Upon return to employment, the District and substitute teachers will work together to develop a payback schedule.
- 3) Unless otherwise agreed, employees should not report to their worksites when schools are closed.
- 4) Duties during closure:
 - i) All certificated staff shall be required to check work email daily and be available to respond to queries from administrators, parents, and students.
 - ii) Certificated staff are encouraged to pursue online professional development opportunities offered by Student Learning, WEA, or other relevant professional organizations, as well as to familiarize themselves with the new science and reading curricula adoptions (if applicable).

- iii) Certificated staff will complete online any required training or professional development previously scheduled to occur during the school closure(s).
- iv) Certificated teaching staff will provide continuous learning remotely to students through June 22, 2020, following state and federal guidance, the parameters established by the District and Association on March 30, 2020, and any expectations regarding feedback, assessments, and grading developed by the learning task force.
- v) Certificated staff will encourage students with missing assignments as of March 12, 2020, to complete and submit those assignments for assessment and inclusion in calculating summative grades.
- vi) Substitutes who accepted and are working in a long-term position are expected to perform the duties delineated above.
- vii) ESAs and TOSAs will work with their supervisors or building administrators to determine duties that are conducive to working remotely.
- viii) All staff may be expected to report to their regular worksites to complete tasks related to the closing of schools for the year. Staff who are part of the high-risk categories will not be required to report to buildings. Staff who are unable to report to buildings for reasons other than membership in high-risk categories shall take leave.

5) Leaves:

- i) Leaves will remain accessible to employees who are unable to work for reasons unrelated to COVID-19. Certificated staff who are absent for more than three (3) consecutive days will take appropriate leave and arrange for a substitute teacher to work in their place. Certificated staff should contact their supervisors or building administrators to initiate leave and/or the substitute process.
- i) Employees currently on an approved leave, who are scheduled to return to work during the school closure(s), will return as scheduled, begin the duties delineated in number four (4) above, and will no longer have sick or annual leave deducted.

6) School Make-up Days:

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

7) Evaluations:

- i) Follow current timelines for comprehensive and focused evaluations.
 - (1) Comprehensive and Longform evaluations due by May 15, 2020.
 - (2) Focused and PGAP evaluations due June 16, 2020.
- ii) End of year conversations will be waived, unless both Parties agree to meet via Zoom.
- iii) If the evidence collected or observed demonstrated a Proficient or Distinguished rating as of March 12, then the final summative score will reflect proficient or distinguished. The goal is to honor the work that has already been done to provide evidence. Lack of evidence for a particular indicator, component, or student growth component will not be cause for lowering a score.
- iv) For employees with 1-5 years of experience, if the evidence collected or observed demonstrated a Basic rating as of March 12, then the final summative score will be Basic.
- v) For employees with 1-5 years of experience, if the evidence observed or collected demonstrated an Unsatisfactory rating as of March 12, then no final summative score will be given; instead, a notation will be included in the file that states the 2019-20 evaluation process was unable to be completed due to the COVID-19 school closure.
- vi) For employees with more than five years of experience, if the evidence observed or collected demonstrated a Basic or Unsatisfactory rating as of March 12, then no final summative score will be given; instead, a notation will be included in the file that states the 2019-20 evaluation process was unable to be completed due to the COVID-19 school closure. As no score will be registered, the Basic rating as of March 12 will not be included in the calculation of number of years with basic score.

vii) Completion of Form. If evaluators are unable to secure a signature on the completed evaluation form, an email from a staff member that indicates receipt of the final evaluation form shall serve as a signature. Staff are welcome to sign the final evaluation forms and drop them off at their buildings whenever they are there.

8) Both Parties recognize that the current situation is fluid and agree to ongoing negotiations as circumstances change and/or state and/or federal expectations are updated accordingly.

Agreed to this 22nd day of April, 2020.

FOR THE ASSOCIATION:

FOR THE DISTRICT:
