

**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, on Thursday, March 12, 2020, Governor Jay Inslee issued a directive for all K-12 public and private schools in King, Snohomish and Pierce Counties 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 may be extended;

Whereas the District will not be implementing a remote instructional model;

Whereas, the District is working to develop mitigation plans to minimize the impact of the school closure on students and families and plan for continuity with nutritional needs and childcare;

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:

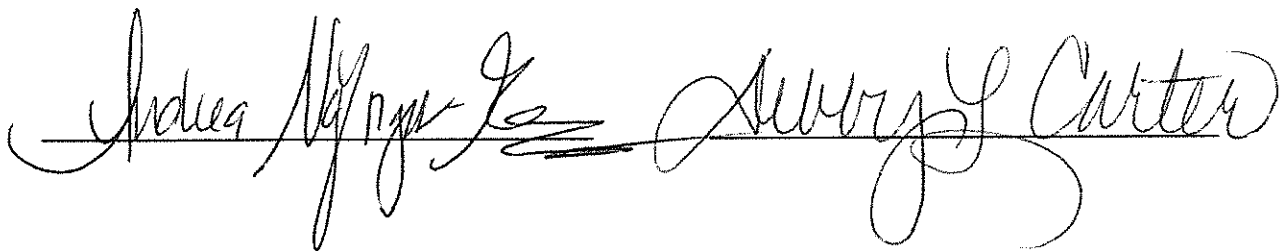
- 1) Compensation: No employee scheduled to work during the school closure(s) shall lose pay as a result of said school closure(s) related to Coronavirus/COVID-19, inclusive of continuing and non-continuing certificated staff, substitute teachers, and coaches.
- 2) Benefits: Individuals who are eligible for benefits under the provisions of the state law will maintain their benefits.
 - a) 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:
 - a) All certificated staff shall be required to check work email daily and be available to respond to queries from administrators, parents, and students.
 - b) 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).
 - c) Certificated staff will complete online any required training or professional development previously scheduled to occur during the school closure(s).

- d) Certificated teaching staff will provide enrichment opportunities developed by Student Learning to their students. In addition, certificated teaching staff may continue to supply students with enrichment activities during school closure(s) to review previously learned objectives. Said enrichment activities shall not be considered a continuation of regular educational services and shall have no negative impact on current student grades. While enrichment activities are not graded, students may submit work for feedback.
 - e) Certificated staff will encourage students with missing assignments to complete and submit those assignments for assessment and inclusion in calculating summative grades.
 - f) Substitutes who accepted and had been working in a long-term position that started prior to March 12, 2020 are expected to perform the duties delineated above.
 - g) ESAs and TOSAs will work with their supervisors or building administrators to determine duties that are conducive to working remotely.
 - h) All staff shall continue planning for schools to reopen. Social distancing guidelines permitting, staff may be expected to report to their regular worksites up to three (3) days prior to schools reopening.
- 5) Spring Break remains April 6 -10, 2020; the duties outlined in number 4 above shall be suspended during that time.
- 6) Leaves:
- a) Annual and sick leave will remain accessible to employees who are unable to work for reasons unrelated to COVID-19. Please contact your supervisor or building administrator, if you are unable to perform the duties outlined in number four (4) above on a regular basis.
 - b) 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.
- 7) School Make-up Days:
- a) School make-up days shall be limited to those required by law.
- 8) Other subjects, such as IEP and 504 timelines, evaluations, graduation requirements, credit retrieval, and dual credit opportunities, will be negotiated as more information becomes available.
- 9) 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 18th day of March, 2020.

FOR THE ASSOCIATION:

FOR THE DISTRICT:



Andrew Nguyen
Kimberly Carter