

**AEA and ASD
Memo of Understanding for COVID-19
April 18, 2020**

This MOU will serve as the entirety of the agreement reached between the Auburn School District and Auburn Education Association. All other provisions of the collective bargaining agreement remain in full effect. This MOU shall be in effect through June 30, 2020.

“Certificated staff” in this document refers to all employees of the AEA bargaining unit.

1. Compensation and Benefits

- A. No employee on a continuing or leave-replacement contract shall lose contracted compensation as a result of the school closure(s) related to COVID-19.**
- B. The District will continue to pay extra-curricular, co-curricular, stipends, and all other supplemental contracts that have been issued.**
- C. Any long-term and/or permanent substitute who accepted a position, any portion of which is affected by the school closure(s), shall be paid for the full duration of the position they accepted.**
- D. Certificated staff shall be allowed to use sick, personal, or unpaid leave at their discretion with no doctor’s note required unless there is a condition that would require a release to return to work. Certificated staff are available to apply for EFMLA (Covid leave) per the Families First CoronaVirus Response Act [FFCVRA](#)**
- E. Employees who were eligible for insurance benefits shall maintain their benefits and the employer paid portion of the monthly premium. No health benefits of any employee will be adversely impacted.**
- F. The District will provide opportunities for those employees with supplemental extended day contracts to fulfill their respective responsibilities.**

2. District Responsibilities

- A. The District will follow OSPI guidelines for waivers related to COVID-19. The school year will end on June 19th, unless the state otherwise directs. In the case that the state extends the school year past June 19, 2020, the Auburn School District will comply with OSPI mandates. Any change to the calendar, workday or compensation will be negotiated with AEA.**
- B. The District will assist in community and nation-wide efforts to limit the spread of COVID-19 by encouraging social distancing and remote working.**
- C. Professional Learning Community (PLC) will continue Mondays. Meeting times will be agreed upon by PLC certificated members and communicated to the principal. Collaboration will occur remotely as determined by the PLC certificated members. PLC meeting times will not exceed 1 hour in length per week. PLC certificated team members will have control over agendas and discussion topics. At no time will this remote model cause any AEA member to exceed 1 hour of PLC meeting time per week.**
- D. The District shall utilize school email, the District website, social media sites, and communicate directly to the AEA President to announce COVID-19 related information. The district will communicate to the community that educators will be providing continuous learning opportunities for students.**

3. Evaluations

- A. The district will follow the guidance from OSPI on all staff evaluations and will bargain with AEA any impacts. (See attachment)**

- B. Any further guidance that impact current (4/15/2020) OSPI guidance will be bargained by AEA and ASD.**
- C. No certificated employee will be adversely impacted on their 2019-2020 evaluation due to the Covid 19 closure.**

4. Certificated Staff Duties during the Closure. Certificated Staff will adhere to the following work expectations:

- A. Certificated staff will be allowed to work remotely from home throughout the closure. ASD and AEA will follow OSPI guidelines for return to work. The parties will meet to bargain any impact upon working conditions.**
- B. Certificated staff know their students, families, and school communities best. They will plan and deliver content with equity, so students have the greatest potential to access continuous learning while maintaining sensitivity to student and family well-being.**
- C. Certificated staff will provide continuous learning opportunities consistent with their job descriptions based on their professional judgment within the framework of the ASD Continuous Learning Plan. Continuous learning means establishing and maintaining connections with students and families to provide learning materials and supports using a variety of modalities (e.g., email, phone, printed learning materials, and available online platforms).**
 - i. Certificated staff will check emails throughout each workday, respond to correspondence daily, provide continuous learning opportunities for students and feedback.**
 - ii. Certificated staff can flexibly work their FTE hours, based on student need, by adjusting their office hours and intervention time (high school specific) as outlined in the designated per period building schedule. Staff, who have adjustments to their schedule, will communicate their schedule to their building administrator, students, and parents as appropriate.**
 - iii. Certificated staff will manage, monitor, and provide feedback to students using a variety of strategies and resources as determined by the unique learning needs of students and the educator's professional judgement.**
 - iv. The guidelines below (as recommended by OSPI) are inclusive of all learning time including special education services. Delivery models will be determined by the educator based upon the unique learning needs of their students and will include teacher led instruction. Teacher led instruction may include, but is not limited to, Google Classroom interactions, completion of work packets, two-way communication (such as email or Remind).**
 - PreK: 30 minutes**
 - Grades K-1: 45 minutes**
 - Grades 2-3: 60 minutes**
 - Grades 4-5: 90 minutes**
 - Grades 6-12: 20-30 minutes per teacher (3 hours max in a day; no classes meeting at the same time)**

5. Other Provisions

- A. Employee safety is a paramount concern during the COVID-19 outbreak, in the event staff are allowed access to their worksites, the district will ensure all CDC guidelines are followed and each worksite has adequate disinfecting supplies.**

Employees are not required to clean and sanitize classrooms; however, the supplies will be available for their use. Employees should not purchase cleaning supplies and should contact the custodian or building administrator for cleaning needs.

B. Special Education

- i. Special Education certificated staff will complete a Continuous Learning Plan for each student receiving IEP services.**
- 1. Special Education certificated staff will complete plans by May 8, 2020.**
 - 2. Special Education certificated staff may use PLC time to complete plans with teams.**
 - 3. While Special Education certificated staff are working to complete Continuous Learning Plans, they will continue to provide learning opportunities to students.**
- ii. Special Education certificated staff will use their current methods to monitor and adjust student learning.**
- iii. Special Education staff will be able to take home the resources they need from school in order to meet the educational needs of students.**

C. Calendar Adjustments

In an effort to provide the maximum amount of learning for students in the 2019-2020 school year, the calendar will be adjusted to include PLCs on May 4, June 8, and June 15th. In addition, school will be in attendance on the following dates: May 4, May 26, May 27, and June 19 (no early release; full day of school).

This agreement will be reviewed as necessary if requested by ASD or the AEA throughout its use.

Dated this 18 day of April, 2020



Elaine Hogg, AEA President



**Daman Hunter, Asst. Superintendent
of Human Resources**

(Attachment) Teacher and Principal Evaluation Guidance
Updated April 15, 2020

ASD Guidelines:

1. Guidance below reflects OSPI TPEP Guidance found in [3-18-20 OSPI Bulletin 021-20 ES](#), updated in [4/6/20 OSPI Continuous Learning Plan](#) and supported by [IPEP FAQ's for 2019-20](#) as well as [ASD/AEA Negotiated Agreement](#) and [COVID-19 MOU](#).
2. Evaluator considers Mid-Year Rating and additional evidence provided and collected for final evaluation completion.
3. If Student Growth Goal (SGG) data was not able to be completed due to it being planned to be collected after 3/13/20, the evaluator will:
 - a. Leave the related indicator(s) blank
 - b. Select "Bypass Student Growth Scores" in the "Final Report" part of the Summative Evaluation tab in eVAL
 - c. Enter the statement, "Student Growth was not able to be completed due to the closure of schools for COVID-19" **AND**
 - d. Will not include the related indicator(s) in calculating the overall criterion score.
4. Evaluators with staff in table Items 3,4 or 5 below must notify HR and their supervisor.
5. Lack of evidence in an indicator or component will not lower the score.
6. Indicators or criteria with no evidence that are left blank, include this in the comment section:
 - a. TPEP Staff - The statement, "**Score does not include evidence that might have been collected if COVID-19 had not caused the early closure of school.**" will be entered in eVAL and put into the "Statement of Performance" box for any Criterion that has one or more indicators left blank.
 - b. Non-TPEP Staff - The statement, "**Rating does not include evidence that might have been collected if COVID-19 had not caused the early closure of school.**" will be put into section A of the final evaluation form identifying what "factors" were left unrated.
7. All certificated summative evaluations must be completed, including the final evaluation conference, by May, 15, 2020. Signatures will reflect the final evaluation conference date if the conference was conducted during the Governor's "Stay Home, Stay Healthy" order.

#	Anticipated Scenario	OSPI Recommended Action:	ASD/AEA Clarity
1	Evaluates whose evidence demonstrates "Proficient" or "Distinguished" rating at the date of school closure or most recent date of progress review	Move those ratings to final summative score for the 2019-20 school year	Write up the staff member's final summative evaluation and schedule a meeting via (google meet or zoom). Complete a Final Summative Evaluation Conference (guidance on p.80, line 36) by May 15, 2020. Print and sign using the Final Summative Evaluation Conference date as soon as possible when the "Stay Home, Stay Healthy" order has been lifted.
2	Evaluates with zero to five years' experience whose evidence indicates	Move the "Basic" rating to final summative rating for the 2019-20 school year	Write up the staff member's final summative evaluation and schedule a meeting via (google meet or zoom). Complete a Final Summative Evaluation Conference (guidance on

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	<p>a rating of "Basic" at the date of school closure or most recent date of progress review</p>		<p>p.80, line 36) by May 15, 2020. Print and sign using the Final Summative Evaluation Conference date as soon as possible when the "Stay Home, Stay Healthy" order has been lifted.</p>
<p>3</p>	<p>Evaluates with more than five years' experience whose evidence indicates a score of "Basic" at the date of school closure or most recent date of progress review</p>	<p>Handled locally on case-by-case basis OR No final score with a letter placed in personnel file describing extenuating circumstances.</p>	<p>Evaluator already completed a Formative Mid Year Rating meeting and at this time their overall summative score results in a score of a 2. Write up the staff member's final summative evaluation and schedule a meeting via (google meet or zoom). Complete a Final Summative Evaluation Conference (guidance on p.80, line 36) by May 15, 2020. Print and sign using the Final Summative Evaluation Conference date as soon as possible when the "Stay Home, Stay Healthy" order has been lifted. Evaluator must notify HR and their supervisor. Conference should conclude with notifying the employee that they will be on a plan of assistance for the 2020/21 school year. Principal should then plan to meet with the employee before 10/1/20 to create the plan of assistance as outlined (p.75 line 30).</p>
<p>4</p>	<p>Evaluates at any level of experience whose evidence indicates a score of "Unsatisfactory" at the date of school closure or most recent date of progress review</p>	<p>Handled locally on a case-by-case basis</p>	<p>Evaluator already completed a Formative Mid Year Rating meeting and at this time their overall summative score results in a score of a 1. Write up the staff member's final summative evaluation and schedule a meeting via (google meet or zoom). Complete a Final Summative Evaluation Conference (guidance on p.80, line 36) by May 15, 2020. Print and sign using the Final Summative Evaluation Conference date as soon as possible when the "Stay Home, Stay Healthy" order has been lifted. Evaluator must notify HR and their supervisor.</p>

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			Conference should conclude with notifying the employee that they will be on a plan of assistance for the 2020/21 school year. Principal should then plan to meet with the employee before 10/1/20 to create the plan of assistance as outlined (p.75 line 30).
5	Evaluates on probation or plan of improvement	Handled locally on a case-by-case basis	Follow all steps for Plan of Assistance (referred to as “plan of improvement” by OSP) on far left) starting on page 75 or for Probation on page 77 of CBA.
6	Evaluates on Focused Evaluation	Retain score for final summative evaluation	Write up the staff member’s final summative evaluation and schedule a meeting via (google meet or zoom). Complete a Final Summative Evaluation Conference (guidance on p.80, line 36) by May 15, 2020. Print and sign using the Final Summative Evaluation Conference date as soon as possible when the “Stay Home, Stay Healthy” order has been lifted.

Professional Growth Plan (PGO): Follow p.72 of [ASD/AEA Negotiated Agreement](#)

- If the PGO was or can be completed without students present, complete the final components of the PGO as outlined on p.72 of the CBA.
- If the PGO was **NOT** completed because students being present were necessary for any final summative PGO goals please include the following comment in your summative statement: “These final comments do not include evidence that might have been collected if COVID-19 had not caused the early closure of school.”
- Complete a Final Summative Evaluation Conference (guidance on p.72, line 21) by May 15, 2020.
- Print and sign using the Final Summative Evaluation Conference date as soon as possible when the “Stay Home, Stay Healthy” order has been lifted.

Long Form: Follow p. 66 (Certificated Teachers) or p. 69 (Certificated Support Personnel) of [ASD/AEA Negotiated Agreement](#)

1. If both observations were completed before the COVID-19 closure the final evaluation should be completed as outlined in the CBA.
2. If one or more of the required observations were **NOT** completed prior to the COVID-19 closure, evaluator will consider all additional evidence on the teacher’s performance and complete the long form evaluation process. Leave blank any factors that cannot be scored due to lack of evidence.
 - a. The statement, “**Rating does not include evidence that might have been collected if COVID-19 had not caused the early closure of school.**” will be put into section A of the final evaluation form identifying what “factors” were left unrated.
3. Complete a Final Summative Evaluation Conference (guidance on p.65, line 45) by May 15, 2020.
4. Print and sign using the Final Summative Evaluation Conference date as soon as possible when the “Stay Home, Stay Healthy” order has

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been lifted.

Short Form: Follow p.72 of [ASD/AEA Negotiated Agreement](#)

1. Short Form Option #1:
 - a. If thirty (30) minute observation was completed, provide a written summary
 - b. If thirty (30) minute observation was **NOT** completed, the observation summary is replaced with a letter by the evaluator that summarizes the staff member's contributions: "There are no concerns about staff performance, examples of the staff's contributions (list 2-4 highlights of their year, professional development, etc.). The absence of an observation summary was caused the early closure of school in March of 2020 due to COVID-19."
 - c. Complete a Final Summative Evaluation Conference (guidance on p.65, line 45) by May 15, 2020.
 - d. Print and sign using the Final Summative Evaluation Conference date as soon as possible when the "Stay Home, Stay Healthy" order has been lifted.
2. Short Form Option #2: Follow p. 66 (Certificated Teachers) or p. 69 (Certificated Support Personnel) of [Collective Bargaining Agreement](#) or
 - a. If both observations were able to be completed
 - i. Completed a final annual written evaluation based upon the negotiated evaluation criteria and based on at least (2) observation periods during the school year totaling at least sixty (60) minutes without a written summary of such observations being prepared.
 - b. If one or both of the 2 observations were **NOT** able to be completed,
 - i. Consider all additional evidence on the teacher's practice and complete long form evaluation. Leave blank any factors that cannot be scored due to lack of evidence.
 1. The statement, "**Rating does not include evidence that might have been collected if COVID-19 had not caused the early closure of school.**" will be put into section A of the final evaluation form identifying what "factors" were left unrated.
 - c. Complete a Final Summative Evaluation Conference (guidance on p.65, line 45) by May 15, 2020.
 - d. Print and sign using the Final Summative Evaluation Conference date as soon as possible when the "Stay Home, Stay Healthy" order has been lifted.