

1 **Memorandum of Understanding**

2 **2020-2021**

3 **Distance Learning**

4
5 **Between the Auburn School District and the Auburn Education Association**

6 The Auburn School District (“District”) and Auburn Education Association (“AEA”) agree to the terms of this Memorandum of Understanding “MOU” regarding Distance Learning school during the 2020-2021 school year in response to the COVID-19 pandemic.

10 This MOU will serve as the entirety of the agreement reached between the Auburn School District and the Auburn Education Association. All other provisions of the collective bargaining agreement not expressly modified by this agreement remain in full effect. Nothing in this MOU will be determined as precedent setting by either the District or AEA and is intended to address the specific and unprecedented health emergency presented by COVID-19.

16 This MOU shall be in effect for the 2020-21 school year during the full distance learning phase.

18 **Definitions:**

19 Synchronous Instruction shall be defined as a student or a group of students engaged in learning at the same time using technology that allows the teacher and student to connect in real-time to deliver any of the following:

- 22 a. Timely actionable feedback to students.
- 23 b. Direct instruction to students through video conferencing (Google Meets).
- 24 c. Teacher guided peer-to-peer learning, 1:1 instructional support, goal setting, conferencing
- 26 d. Whole or small-group instruction.

27 Asynchronous Instruction shall be defined as any of the following:

- 28 a. Learning assigned by the teacher but done outside of class time (ie. iReady assigned lessons, Apex, homework).
- 30 b. Students work independently.
- 31 c. Self-guided instructional modules.
- 32 d. Pre-recorded lessons.
- 33 e. Opportunities for interaction not within the scheduled school day (example: discussion board).

1 **Section 1. General Certificated Staff Duties During Distance Learning**

2 Certificated Staff will adhere to the following work expectations, in addition to the duties
3 outlined in the job description:

4 **A. All Certificated Staff**

- 5 i. Unless otherwise directed by the District, Certificated staff will be allowed to
6 work remotely from home, locally or within commuting distance from the
7 district, throughout Distance Learning. Staff who need an alternate work site will
8 work directly with Human Resources for the appropriate accommodations. The
9 Auburn School District will not arbitrarily call employees back to their worksite.
10 ii. Certificated staff will have the option to work from their worksite while
11 following all health and safety requirements as identified by the CDC and the
12 Washington State Department of Health. The Auburn School District will
13 provide links on the district website that directs to updated guidance from CDC
14 and Washington Department of Health.
15 iii. Certificated staff know their students, families, and school communities best.
16 They will plan and deliver content with equity, so students have the greatest
17 potential to thrive in Distance Learning while maintaining sensitivity to student
18 and family well-being.
19 iv. Certificated staff will use best practices including state learning standards,
20 culturally responsive teaching methods and a standardized learning management
21 platform (SeeSaw K-2 option or Google Classroom K-12 option) to develop
22 Distance Learning instruction.
23 v. Certificated staff will manage, monitor, and provide feedback to students using a
24 variety of strategies and resources as determined by the unique learning needs of
25 students and the educator's professional judgement.
26 vi. Certificated staff will check emails throughout each workday, respond to
27 correspondence in a timely manner, take daily attendance and maintain updated
28 grading records.
29 vii. Certificated staff will participate in Professional Learning Communities, not to
30 exceed one hour per week, and will develop agendas and discussion topics that
31 best meet the needs of students while supporting the goals of Distance Learning.
32 viii. Certificated staff will have flexibility to schedule their WAC time outside of the
33 student instructional day for the benefit of students and patrons.
34 ix. Certificated staff without direct classroom instructional responsibilities will
35 complete work related job duties consistent with their respective job description
36 within the scheduled day.

37 **B. Additional Elementary Specific Duties**

- 38 i. Certificated staff will work within the building schedule to create consistency
39 that provides students with:
40 a. class meetings
41 b. small and large group instruction
42 c. -interventions
43 d. specialist time

1 e. a variety of online and offline learning.

- 2
3 ii. Certificated staff will structure academic blocks based upon the unique learning
4 needs of students, child development and provide ample movement and brain
5 breaks. Students are not expected to sit in front of a digital device for the entire
6 academic block
7 iii. Certificated staff will determine the best placement for ELA, math, social
8 studies, science, and social/emotional instruction within academic blocks.
9 iv. The Distance Learning planning period (as outlined in ASD Distance Learning
10 Plan) will be self-directed for the purposes of developing and supporting
11 educator skills that enhance distance learning.

12 **C. Additional Secondary Specific Duties**

- 13 i. Certificated staff will work within the building schedule to create consistency
14 that provides students with:
15 a. Class meetings
16 b. small and large group instruction
17 c. interventions
18 d. a variety of online and offline learning.
19 ii. Certificated staff will structure learning each instructional period to the unique
20 learning needs of students and child development. Students are not expected to
21 sit in front of a digital device for the entire academic period.
22 iii. In the event that there are more than two (2) high school credit bearing marking
23 periods, staff will be given a minimum of one (1) extra day beyond the end of
24 the marking period to finalize and enter grades for each marking period where
25 time was not already built into the schedule.

26 **D. Additional Special Education Specific Duties**

27 AEA and ASD agree to create a subcommittee comprised of the AEA President and
28 PSUC Uniserv Director and ASD lead bargainer and the Executive Director of Special
29 Education. The committee will convene no later than September 11, 2020 and will
30 complete the work no later than September 22, 2020. The sub-committee will discuss
31 the following topics:

- 32 i. Supports for special education staff with completing amendments and IEPs.
33 ii. Supports for special education staff who are providing instruction with multiple
34 preps and levels within a class period and who are co-teaching and supporting
35 students for inclusion.
36 iii. Supports for staff who are providing in-person instruction and therapy to students:
37 including health and safety supports.
38 iv. Discussion of implementation of potential OSPI guidance on service delivery
39 models including OTs, PTs and SLPs and psychologists.
40 v. On-going Professional development support.

1 **E. Specialists**

- 2 i. School Psychologists, Counselors, Behavior Intervention Specialists (BIS), and
3 Instructional Specialists will provide a combination of collaboration,
4 consultation, and virtual services for students and families consistent with
5 identified student needs.
6 ii. Elementary specialists (PE, music, and librarians) will create their own virtual
7 classroom, consistent with the learning platform determined at the building or
8 grade level, to provide distance learning to students.
9 iii. Any home visits or visits to students and families made by AEA members during
10 the period of distance learning shall be on a voluntary basis and consistent with
11 Washington State Department of Public Health guidelines.

12 **Section 2. Compensation, Evaluation, Leaves**

13 **A. Compensation**

- 14 i. No employee on a continuing or leave-replacement contract shall lose contracted
15 compensation because of the school closure(s) or Distance Learning related to
16 COVID-19.
17 ii. The District will continue to pay extra-curricular, co-curricular, stipends, and all
18 other supplemental contracts related to the AEA bargained agreement as long as
19 they can be adapted to the learning platform in consultation with the district
20 administrator that issues the contract.
21 iii. Employee benefits will continue to be administered through the SEBB program
22 and SEBB program requirements and minimum thresholds will remain in effect
23 in determining qualifications for such benefits.
24 iv. Elementary certificated staff who substitute for a colleague will be compensated
25 \$150 for a full day absence or \$75 for a half day absence. Secondary certificated
26 staff who substitute for a colleague will be compensated \$50 per full academic
27 class period.

28 **B. Evaluation**

29 The District shall engage in certificated educator evaluations for the 2020-21 school
30 year. The parties agree to follow evaluation guidance stated by OSPI around Educator
31 Growth and Development:

- 32 i. Evaluation process for classroom teachers
33 a. All certificated teachers that were scheduled for a focused evaluation shall
34 proceed with the focused evaluation process.

- 1 b. All certificated teachers in years two and beyond with the Auburn School
- 2 District who are scheduled for a Comprehensive evaluation under RCW
- 3 28A.405.100 shall follow OPSPI guidance and decide on two criteria using
- 4 evidence provided during the 2020–21 school year. The remaining six
- 5 criteria to be scored by assigning score received in the most recent
- 6 Comprehensive evaluation. Determination of the two criteria may be made
- 7 according to the current negotiated process for choosing criterion for
- 8 Focused evaluation, which must include approval by the teacher’s or
- 9 principal’s evaluator, per WAC 392-191A-120 and 392-191A-210. The
- 10 certificated teacher can be moved to regular Comprehensive cycle (all 8
- 11 criteria) if notified in writing by December 15.
- 12 c. Certificated teachers with two or more years of successful performance in
- 13 another Washington state district or another state who are in their first year
- 14 of teaching/leading in a new district (and, therefore, on a Comprehensive
- 15 evaluation) may, with the agreement of their administrator
- 16 i. use the traditional Comprehensive process OR
- 17 ii. use the process identified in subsection 2.B.ii above OR
- 18 iii. be handled on a case-by-case basis
- 19 d. Certificated teachers who are in their first year of teaching experience may
- 20 i. use the traditional Comprehensive process OR
- 21 ii. use the process identified in subsection 2.B.ii above. Under this
- 22 option, all of the remaining six criteria shall be scored as “Basic” as
- 23 default score. ASD shall note the use of “default scores due to the
- 24 circumstances of the COVID-19 pandemic” where applicable. If
- 25 adequate evidence that clearly indicates Proficient practice is
- 26 provided for default criteria, evaluator shall override the Basic score.
- 27 e. Teachers who are on probation or a plan for improvement shall be handled
- 28 on a case-by-case basis. ASD will use the traditional Comprehensive
- 29 process.
- 30 ii. **Evaluation process for non-classroom teachers.** In the absence of OSPI
- 31 guidance, ASD and AEA agree to follow evaluation procedures set forth in the
- 32 CBA for non-classroom teachers. AEA and ASD agree to follow any updated
- 33 OSPI guidance.

34 All the preceding language in Section B of the MOU will NOT sunset with the remainder of

35 the MOU and will be in force until August 30, 2021.

1 **C. Leaves**

2 COVID-19 Leave & EFMLA: Employees may be eligible for COVID-19 leave and
3 Extended Family Medical Leave that has been made available through December 31, 2020
4 by the federal government under the Families First Coronavirus Response Act (FFCRA).
5 The COVID-19 leave grants 2 weeks of paid leave separate from any other paid leave
6 previously accrued. Additionally, the Extended Family Medical Leave Act (EFMLA) would
7 grant employees up to 12 weeks of additional leave paid at 2/3's the employee's regular
8 pay. EFMLA can also be supplemented up to the employee's regular pay using accrued sick
9 leave. Employees will be eligible under the following conditions:

- 10 i. If an employee is directed by a health professional or agency to be quarantined for
11 14 days, either because of close contact with a person who has had a lab-confirmed
12 case of COVID-19 or because they have tested positive for COVID-19.
13 ii. If an employee follows documented guidance issued by a medical or public health
14 official to isolate or quarantine themselves as a result of exposure to COVID-19.
15 iii. If an employee is unable to work due to having a school age child and is unable to
16 find appropriate childcare.
17 iv. If an employee is unable to work due to having to care for an individual who has
18 been advised by a health care provider to self-quarantine related to COVID-19.

19 Increased Risk and Might Be at Increased Risk Categories: Employees who are considered
20 by the Center for Disease Control (CDC) to be within "increased risk" or "might be at
21 increased risk" categories can request accommodation through the ADA accommodation
22 process. Employees who self-identify as one of these categories shall make a request
23 through the Human Resources Department. Human Resources will work with members who
24 fall into this category through the ADA accommodation process.

25 **Section 3. Technology Support and Professional Development**

- 26 A. Staff who utilize district equipment at an alternate site are responsible for the
27 equipment. Once the distance learning model is deemed to be no longer
28 warranted, staff shall be expected to return the equipment to their work site.
29 B. The district will provide ongoing technology support and training (both
30 synchronous and asynchronous) to certificated staff so that quality instruction
31 can continue.
32 C. For the 2020-2021 school year only, certificated staff may submit
33 reimbursement up to \$250 to be made in one payment for technology needs as
34 part of their \$500 tuition reimbursement.
35 D. The District will clearly designate a technology support person in addition to the
36 Building Tech Coordinator that staff can access for technology support,
37 questions, and to address the needs of malfunctioning equipment.
38

39 **Section 4. Support for Student Success in Distance Learning**

- 40 A. The district will provide certificated staff with clear, consistent parameters for student
41 attendance.

- 1 B. The district will provide certificated staff with clear, consistent assessment and grading
2 policies that have been communicated with students and families in a variety of
3 modalities and languages.

4 **Section 5. Health and Safety of Staff on Site**

5 The Auburn School District will adhere to safety protocols and will provide personal
6 protective equipment, as established by the Washington State Department of Health and the
7 Department of Labor and Industries. The Auburn School District will provide links on the
8 district website that directs to updated guidance from Washington State Department of Health
9 and Department of Labor and Industries.

10 Safety and health topics to be linked and posted on the website include:

- 11 • Attestation of COVID symptoms and appropriate screening measures
- 12 • Masks, face covering and the appropriate wearing of face coverings
- 13 • Social/Physical Distancing Protocols
 - 14 ○ If social distancing is not feasible, barriers and other proven
 - 15 prevention methods must be used to prevent transmission of
 - 16 coronavirus.
- 17 • Routine cleaning and sanitizing of work sites
- 18 • Hand washing support, including sanitizer stations and supplies for
- 19 portables
- 20 • Procedures for sick workers

21 **Section 6. Joint Committees and Communication**

- 22 A. ASD and AEA agree to maintain a Distance Learning Joint Committee made of up
23 members of the Labor Management Team, to address and problem solve matters
24 related to distance learning, including but not limited to:

- 25 i. General Certificated Staff Duties During Distance Learning
- 26 ii. Compensation, Evaluation, Leaves
- 27 iii. Technology Support and Professional Development
- 28 iv. Support for Student Success in Distance Learning
- 29 v. Health and Safety of Staff on Site
- 30 vi. Joint Committees and Communication

31 The Distance Learning Joint Committee shall be convened as deemed necessary
32 by the AEA president and ASD Assistant Superintendent of Human Resources.

- 33 B. ASD and AEA agree to meet to begin bargaining a “return to worksite” MOU.

- 34 C. Communication: The district will continue to provide updates regarding
35 recommendations from appropriate Public Health – Seattle & King County and the
36 Office of the Superintendent of Public Instruction related to school operations and
37 appropriate measures under way to minimize the spread of the virus.

Agreed to this 28 day of August 2020.
2020.

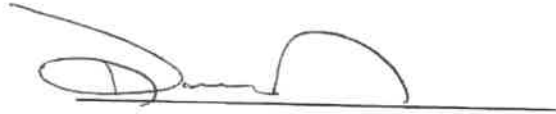
Signed this 31 day of August

FOR THE ASSOCIATION:

FOR THE DISTRICT:



Elaine Hogg, President - AEA



Daman Hunter,
Assistant Superintendent
of Human Resources