

1 **Memorandum of Understanding**

2 **2020-2021**

3 **Secondary March through June 2021**

4  
5 **Between the Auburn School District and the Auburn Education Association**  
6

7 The Auburn School District (“District”) and Auburn Education Association (“AEA”) agree to the terms of this Memorandum of Understanding “MOU” regarding Hybrid model school during the 2020-2021 school year in response to the COVID-19 pandemic.  
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11 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.  
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17 This MOU shall be in effect for the 2020-21 school year during the hybrid model.

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:  
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- 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
- 25
- 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 (i.e., iReady assigned lessons, Apex, homework).
- 29
- 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).
- 34

35 Concurrent teaching shall be defined as:

- 36 a. Providing education for students in-person and online simultaneously.

- 1 b. Concurrent teaching will occur solely based upon teacher-initiated requests.  
2 Teachers will have until March 26, 2021 to make their final determination of using  
3 concurrent teaching as their delivery method.
- 4 c. In the event of technology and/or band-width issues, blended teachers (hybrid and  
5 online at the same time) will have the ability to restructure their class time so the  
6 delivery of instruction makes sense for their needs and students' needs. Staff will  
7 communicate with their administrator.
- 8 d. Those teachers who choose to teach concurrently will follow the ASD Dept of  
9 Technology best practices of concurrent teaching.

## 10 **Section 1. General Certificated Staff Duties During Hybrid Model**

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

### 13 **A. All Certificated Staff**

- 14 i. Certificated staff know their students, families, and school communities best.  
15 They will plan and deliver content with equity, so students have the greatest  
16 potential to thrive in the Hybrid model while maintaining sensitivity to student  
17 and family well-being.
- 18 ii. Certificated staff will use best practices including state learning standards,  
19 culturally responsive teaching methods and a standardized learning management  
20 platform (Google Classroom) to develop Hybrid/Auburn online instruction.
- 21 iii. Certificated staff will manage, monitor, and provide feedback to students using a  
22 variety of strategies and resources as determined by the unique learning needs of  
23 students and the educator's professional judgement.
- 24 iv. Certificated staff will check emails each workday, respond to correspondence in  
25 a timely manner, take daily attendance and maintain updated grading records.
- 26 v. Certificated staff will participate in Professional Learning Communities, not to  
27 exceed one hour per week, and will develop agendas and discussion topics that  
28 best meet the needs of students while supporting the goals of the hybrid/Auburn  
29 online model.
- 30 vi. Certificated staff without direct classroom instructional responsibilities will  
31 complete work related job duties consistent with their respective job description  
32 within the scheduled day.
- 33 vii. Any home visits or visits to students and families made by AEA members during  
34 the period of hybrid/Auburn online learning shall be on a voluntary basis and  
35 consistent with Washington State Department of Public Health guidelines.

### 36 **B. Workday/WAC**

- 37 i. Hybrid certificated staff will have the option of working from home during their  
38 Auburn online portion of the workday:
  - 39 a. If travel can occur during the duty-free lunch time
  - 40 b. If WAC duties are not assigned

- 1 ii. Assigned WAC duties will be equitable and occasional and will include all
- 2 certificated staff except for those that have been granted an
- 3 accommodation/assignment to work fully online.
- 4 iii. Students participating in the Auburn online program are not expected to sit in
- 5 front of a digital device for the entire academic section.
- 6 iv. Certificated staff will continue to have the option to work remotely on Monday.
- 7 The Monday schedule will allow for additional planning during the afternoon
- 8 and will be self-directed for the purposes of developing and supporting educator
- 9 skills that enhance hybrid/Auburn online learning.

### 10 **C. Transition to Hybrid/Auburn Online Instruction**

- 11 i. Middle School will begin Hybrid/Auburn Online Instruction on March 29, 2021.
- 12 ii. High School will begin Hybrid/Auburn Online Instruction on April 19, 2021.
- 13 iii. Middle School staff will receive the following dates to prepare for and transition
- 14 to Hybrid/Auburn Online instruction.
  - 15 1. March 26
  - 16 2. March 29
- 17 iv. High School staff will receive the following dates to prepare for and transition to
- 18 Hybrid/Auburn Online instruction.
  - 19 1. April 19, 2021
- 20 v. Attendance will be taken for each period and asynchronous work will be
- 21 assigned.
- 22 vi. PLCs at secondary level will not be held on transition days.

## 23 **Section 2. Compensation, Evaluation, Leaves**

### 24 **A. Compensation**

- 25 i. The District will continue to pay extra-curricular, co-curricular, stipends, and all
- 26 other supplemental contracts related to the AEA bargained agreement if they can
- 27 be adapted to the learning platform in consultation with the district administrator
- 28 that issues the contract.
- 29 ii. Employee benefits will continue to be administered through the SEBB program
- 30 and SEBB program requirements and minimum thresholds will remain in effect
- 31 in determining qualifications for such benefits.

### 32 **B. Substitute Coverage**

- 33 i. Auburn School District will provide a dedicated pool of 45 or more substitutes
- 34 across the district to address staff absences.
- 35
- 36 ii. Human resources will work with buildings to cover additional absences beyond
- 37 those identified above.

1           iii. If there are no substitutes available and physical distancing can be maintained,  
2           secondary teachers may substitute for colleagues and will be compensated as  
3           follows:

- 4                   1. \$20 for intervention period
- 5                   2. \$50 per period
- 6                   3. \$150 for a full day (inclusive of intervention)

### 7           **C. Evaluation**

8           Evaluation language contained in the Distance Learning MOU 2020-2021 shall remain  
9           in effect and shall continue to follow the guidance stated by OSPI around Educator  
10          Growth and Development.

### 11          **D. Quarantine and Leaves**

#### 12          **COVID 19 Outbreaks in Schools as defined by the Washington State Department** 13          **of Health:**

14          A COVID-19 outbreak is considered when the following have been met:

- 15           • There are two or more laboratory-positive COVID-19 cases among students  
16           or staff.
- 17           • The cases have a symptom onset within a 14-day period of each other.
- 18           • The cases are epidemiologically linked.
- 19           • The cases do not share a household.
- 20           • The cases are not identified as close contacts of each other in another setting  
21           during the investigation.

#### 22          **If the school is grouping or cohorting students:**

- 23           i. Dismiss the entire classroom for home quarantine for 14 days if two (2) or more  
24           laboratory positive COVID-19 cases occur within the group or cohort within a  
25           14-day period.
- 26           ii. Close *a school and switch to remote learning for 14 days when:*
  - 27               • Two (2) or more classrooms are dismissed due to outbreaks in schools with  
28               ten (10) or fewer classrooms.
  - 29               • 10% or more of classrooms are dismissed due to outbreaks in schools with  
30               greater than ten (10) classrooms.
  - 31               • School cannot function due to insufficient teaching or support staff.

32          The Auburn school district will continue to follow the Department of Health guidance if  
33          there are changes regarding COVID-19 outbreaks at school.

34          If an entire classroom or building is required to quarantine. the AEA President will be  
35          notified by Human Resources.

36          **Quarantine:** Staff who are directed by ASD to quarantine because of potential exposure  
37          at school will transition to a remote work assignment for the duration of the quarantine.

1           **COVID Leave:** Due to the expiration of COVID-19 leave as part of the FFCRA on  
2           December 31, 2020 the District will provide up to ten (10) days of paid COVID sick  
3           leave, which will not be deducted from an employee’s accrued leave bank. Such leave is  
4           available for employees that are unable to work, either on site or remotely, due to the  
5           following:

- 6                     • Is subject to quarantine or isolation due to non-school related COVID-19  
7                     exposure.
- 8                     • Is experiencing COVID-19 symptoms and is seeking a medical diagnosis.

9           To qualify for district COVID leave, the employee must provide documentation from a  
10           physician, testing site, or health district official of advice to quarantine or  
11           documentation of waiting to receive results from a COVID test or test results.

12           Increased Risk and Might Be at Increased Risk Categories: Employees who are  
13           considered by the Center for Disease Control (CDC) to be within “increased risk” or  
14           “might be at increased risk” categories can request accommodation through the ADA  
15           accommodation process. Employees who self-identify as one of these categories shall  
16           make a request through the Human Resources Department. Human Resources will work  
17           with members who fall into this category through the ADA accommodation process.

18           ASD will notify AEA President within 24 hours of any classrooms or spaces which are  
19           closed for in person instruction due to Covid-19 exposure.

### 20           **Section 3. Technology Support and Professional Development**

- 21           **A.** Staff who utilize district equipment at an alternate site are responsible for the  
22           equipment. On or before June 30, 2021 staff will return the equipment to their work site.
- 23           **B.** The district will provide ongoing technology support and training (both synchronous  
24           and asynchronous) to certificated staff so that quality instruction can continue.
- 25           **C.** For the 2020-2021 school year only, certificated staff may submit reimbursement up to  
26           \$600 to be made in one payment for technology and supply needs directly related to  
27           instruction for COVID as part of their bargained tuition reimbursement allocation.  
28           Employees who initially submitted their \$250 will have the opportunity to submit for  
29           one additional reimbursement (up \$350).
- 30           **D.** The District will clearly designate a technology support person in addition to the  
31           Building Tech Coordinator that staff can access for technology support, questions, and  
32           to address the needs of malfunctioning equipment.

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

2             The Auburn School District will adhere to safety protocols and will provide personal  
3             protective equipment, as established by the Washington State Department of Health and  
4             the Department of Labor and Industries. The Auburn School District will maintain links  
5             on the district website to guidance from Washington State Department of Health and  
6             Department of Labor and Industries.

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

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

16             Certificated staff that have close physical contact with special education students or are  
17             providing therapy to students will be provided training and necessary PPE.

18             ASD will notify any teacher of a student in their class who has received an  
19             accommodation to not wear a mask, so that the teacher can receive enhanced PPE.

20             The district will provide, at no cost to employees, and require the wearing of PPE such  
21             as gowns, gloves, face shields, and face masks as appropriate or required for the work  
22             activity being performed.

23     **A. Employee Rights to a Safe Work Environment**

- 24                i. In the event an employee does not believe the district is following advice from  
25                the Department of Health and/or Labor and Industries to adequately protect staff  
26                or student safety, the employee is encouraged to notify their building Covid site  
27                supervisor.
- 28                ii. The Auburn School District will provide employees access to a See Something -  
29                Say Something Google form if they have a concern regarding staff or students  
30                and safety.
- 31                iii. If there is not a proper resolution to the safety concern, the employee has a right  
32                to speak to a union representative and the union has the right to raise those  
33                concerns with the district.

34     **B. COVID-19 Exposure Prevention**

35             The Auburn School District will follow all guidelines and recommendations  
36             surrounding the prevention of the exposure of COVID-19 as directed by the following  
37             agencies: The Washington State Department of Health, the Center for Disease Control  
38             and Prevention, Washington State Department of Labor and Industries.

1       **C. Mask Protocols**

- 2           i. District will require all certificated employees, students, and building visitors to  
3           properly wear a mask while at any District facility or attending any District  
4           event except while working alone in a room with four walls and a closed door.  
5           ii. Masks are defined as two or more layers of washable, breathable fabric and do  
6           not contain exhalation valves or vents. They completely cover your chin, nose  
7           and your mouth and they fit snugly against the sides of your face and do not  
8           have gaps.  
9           iii. Any exceptions to wearing a mask will go through the District’s official  
10           accommodation process.  
11           iv. Employees not complying with these expectations will be subject to progressive  
12           discipline.  
13           v. The District will create a process to notify certificated staff who work directly  
14           with the students who have mask exemptions.  
15           vi. Building visitors shall be limited to district personnel and other essential visitors.  
16           Parents picking up children will adhere to the mask protocols and will be limited  
17           to the main office only.

18       **D. Physical Distancing Protocols**

- 19           i. Indoor spaces will be limited to a capacity where 6-foot distance can be kept  
20           between all staff, students, and others.  
21           ii. Staff must remain 6 feet apart from other staff members.  
22           iii. When 6-foot distancing is not feasible, other strategies such as minimizing the  
23           number of staff and students in a room, staggering breaks or shifts will be used  
24           to prevent transmission of COVID-19.  
25           iv. Students will maintain 6-foot social distancing as much as possible.  
26           v. Classroom distancing - Student desks will be placed 6 feet apart as measured  
27           from center to center of desk.  
28           vi. Work Rooms/Copy Rooms -  
29                1. Social distancing shall be maintained at a 6-foot distance.  
30                2. Mask protocols will be observed while in the work/copy room.  
31                3. Employees shall not congregate in spaces where social distancing is not  
32                possible. Markers will be provided for staff to wait socially distanced  
33                when the work/copy room is occupied.  
34                4. Buildings may consider scheduling times to access the work/copy room  
35                if distancing and need for usage is high.  
36                5. Hand sanitizer and/or hand washing are advised after use.  
37           vii. Staff Lunch/Break Room -  
38                1. Use of staff lunch/break rooms shall be minimized if possible. Social  
39                distancing at a 6-foot distance shall be maintained.  
40                2. To minimize the spread of Covid-19, no shared food utensils are allowed.  
41                3. Staff are encouraged to eat in alternate locations whenever possible.  
42                4. High touch surfaces will be cleaned and disinfected frequently.  
43           viii. Student Lunches -  
44                1. Students will not eat in a classroom  
45                2. Certificated teaching staff will not be assigned lunchroom supervision duties.

- 1                                    3. Non-certificated teaching staff who have previously requested an  
2                                    accommodation will not be assigned lunch duty.

3                    **E. Cleaning Protocols**

4                    The Auburn School District will utilize industry standard practices for cleaning,  
5                    sanitizing, and disinfecting and will follow the Washington State Department of Health  
6                    and CDC guidance for cleaning and disinfecting.

- 7                    i. Cleaning and disinfecting are prioritized at a building.  
8                    ii. Cleaning products and microfiber cloths will be provided by the district. Staff  
9                    will not bring cleaning products from home.  
10                   iii. Building custodians will disinfect classrooms in between cohort groups (A/B).  
11                   iv. Only trained staff and custodians can disinfect facilities.  
12                   v. Students and staff will support cleaning protocols by the teacher/student  
13                   spraying each student desk with a district provided solution and students wiping  
14                   the top of their desk with a microfiber cloth. Staff will follow the procedure for  
15                   collecting microfiber cloths each day so that they can be laundered.  
16                   vi. Staff are responsible for cleaning their personal workspace with approved  
17                   district cleaning supplies and protocols.  
18                   vii. If additional cleaning products are required for CTE, music, and PE, instructors will  
19                   request them from their Covid Site Supervisor to ensure compliance with EPA and  
20                   DOH guidelines. Staff will not use cleaning products from home. Time will be  
21                   provided within the student instructional period for cleaning protocols to be  
22                   implemented.

23                   Auburn School District will continue to comply with the Department of Labor and  
24                   Industries and the Washington State Department of Health requirements by:

- 25                   viii. Maintaining every building's ventilation systems are operating properly and  
26                   provide air quality based upon full occupancy for each space.  
27                   ix. Maintaining the amount of outside air increased by double, reducing the amount  
28                   of recirculated air compared to pre-pandemic operation.  
29                   x. Increasing the length of time HVAC systems are in operation increased by two  
30                   hours before and two hours after school.  
31                   xi. Members that have concerns about indoor air quality should contact their  
32                   building principal. Unresolved concerns can be reported using the See  
33                   Something-Say Something Google form after 48 hours.

34                   **F. Staff Attestation**

35                   Staff attestations will be completed through Skyward and must be completed daily in  
36                   advance of entering the building or immediately upon entry to the building.

37                   **G. Student Daily Wellness Screening.**

38                   Prior to arriving at school, the student will complete daily wellness screening.  
39                   Screening can be completed in Skyward or on a paper version declaring the following:

- 40                   • They do not have COVID-19 symptoms.  
41                   • They have not been in close contact with anyone with a confirmed case of  
42                   COVID-19.  
43                   • They have not had a positive COVID-19 test in the past 10 days.  
44                   • They have not been told by a healthcare professional to self-isolate or self-



- 1                    quarantine because of concerns about COVID-19 during the past 14 days.
- 2                    • Telephone calls or written notes will also be accepted.

3                    Upon arrival at school, students will be observed for signs of illness that could include  
 4 flushed cheeks, rapid breathing or difficulty breathing (without recent physical  
 5 activity), fatigue, or extreme fussiness. Students with symptoms should be isolated  
 6 until they can go home. Buildings will create a system to verify the daily wellness  
 7 screenings have occurred before students enter the classroom.

8                    **H. Training**

9                    Training on COVID-related health and safety topics will be provided by the Auburn  
 10 School District for all staff. Staff will receive training on COVID symptoms and  
 11 protocols for the separation room and will include two required trainings developed for  
 12 Auburn School District and administered through Safe Schools.

13                    **Section 5. Joint Committees and Communication**

14                    **A.** ASD and AEA agree to maintain a joint committee made up of members of the Labor  
 15 Management Team, to address and problem solve matters related to Hybrid/Auburn  
 16 Online.

17                    **B.** Communication: The district will continue to provide updates regarding  
 18 recommendations from appropriate Public Health – Seattle & King County and the  
 19 Office of the Superintendent of Public Instruction related to school operations and  
 20 appropriate measures under way to minimize the spread of the virus.

21  
 22                    Agreed to this \_\_\_ day of March 2021.                    Signed this \_\_\_ day of March 2021.

23  
 24                    FOR THE ASSOCIATION:                    FOR THE DISTRICT:

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 27  
 28  
 29                    \_\_\_\_\_  
 Elaine Hogg, President – AEA

29                    \_\_\_\_\_  
 Daman Hunter,  
 Assistant Superintendent  
 of Human Resources