

Memorandum of Agreement
Between
SEATTLE SCHOOL DISTRICT No. 1
and
SEATTLE EDUCATION ASSOCIATION

Seattle School District No. 1 (“District”) and Seattle Education Association (“SEA” or “Association”) share an interest in healthy school communities and want to respond as quickly and collaboratively as possible to navigate the public health emergency related to the COVID-19 coronavirus. The agreements below apply to all SEA FTE represented employees (certificated, paraprofessionals, and SAEOP) and are reflective of the agreements achieved as of the date of signing. Appropriate provisions will apply to substitutes as noted below.

On Wednesday, March 11, 2020, the District made the decision and announced to the Seattle community that schools would be closed, at a minimum through March 27, 2020. 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. The parties understand the duration of the school closure(s) related to Coronavirus/COVID may be extended beyond April 24, 2020.

Both Public Health – Seattle and King County and the Office of Superintendent of Public Instruction (“OSPI”) continue to provide guidelines and recommendations regarding schools. Currently, OSPI expects school districts to make every effort possible to make up any days and instructional hours lost due to the Coronavirus/COVID-19 pandemic, including extending the school year if necessary. 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.

The parties anticipate that further agreements may be necessary as the public health guidance, as well as OSPI guidance evolves, and both the District and the Association commit to increase the frequency of labor management discussions as necessary to meet the demands of the situation and to collaborate to reach mutually beneficial outcomes.

The District and the Association have come together as partners in the midst of the current COVID-19 crisis to protect our employees and serve the critical needs of our students as follows:

1. Compensation

- a. Certificated and Classified FTE employees currently in a paid status (including those on leave replacement contracts) shall continue to receive contracted pay during the school closure(s) related to COVID-19. Employees will continue to be compensated for their regular contracts, and for supplemental contracts and stipends. Employees will be compensated for extra time that has already been worked and approved, but extra time after the date of this signed agreement, and extra days as indicated in the Summary of Additional Days Assignments and Substitute Days in Appendix E, page 160 of the Certificated Contract will not be authorized/paid (with the exception of extra days for Counselors, Librarians and Nurses for work outside of the 180-day calendar and for

preparing for school closure/opening. All such work must be able to be completed outside of the building while the building is closed.). Class size overages are limited to 50% given the change in work expectations.

- b. Substitute Employees who are in long-term assignments, as defined in the current collective bargaining agreement (i.e. 45 days or more) will be compensated for the duration of the assignment. For the duration of the closure, substitutes who have worked for SPS and qualified for SEBB as of the beginning of the 19-20 school year, and have worked at least 200 hours in 2019-20 prior to the closure, will be paid an amount equal to the average hours worked per week up to the date of the district closure.
- c. Bus Supervisors will be compensated for the .56 FTE plus the average number of extra hours worked in January and February.
- d. Individuals who are eligible for benefits under the provisions of the SEA collective bargaining agreement or who qualified for benefits as of the Governor's emergency declaration on February 29, 2020 will maintain their benefits as outlined by state law and/or the CBA.

2. Leaves

Employees may access all leave provisions in the collective bargaining agreement and those allowed under state and federal law.

3. Essential Employees

- a. The District shall determine which positions are essential positions during the closure. These employees shall be those whose duties are required to maintain basic operations of the district. The District will develop a list of "essential" employees who may be required to report for regular duty. The District's needs may evolve and it reserves the right to amend the list of "essential" employees needed to maintain basic operations. The District will make every effort to allow telecommuting and put in place plans for employees to work from home during this school closure. Essential employees may be required to report to work as directed by the Superintendent.

4. Work during district closure

- a. During the closure, employees will continue to work in accordance to their scheduled work year calendar. Employees will be allowed to work remotely, except as noted above in section 3. However, there may be on-site work critical to meet an essential student or business need, at the discretion of the Superintendent. When staff are needed to provide direct services on-site, the District will follow all local, state and federal guidelines to ensure each the individual employee's physical safety. Any employee in a high-risk category as defined by Public Health and has a doctor's note stating they should remain at home, will be allowed to work remotely. The District will provide safety measures, including consideration of social distancing guidelines. The District will work to support technology needs for those limited cases where the employee has no access to technology.

- b. In such cases, the District will reach out to individual educators to consult on the ways to meet both student and personal needs. This does not preclude any employee from volunteering for on-site services or choosing to access a school building, when open.
- c. Employees will check email intermittently throughout the workday and be available for phone calls with their supervisors, colleagues, and other District staff during the employee's regularly scheduled workdays and hours. Employees will perform duties consistent with their job description, albeit with modifications due to the closures. It is understood that as the situation evolves, work may evolve and require flexibility from all parties. Employees will use sound professional judgment to accomplish this work and will communicate with their supervisors/administrators regarding any clarifications needed for this work.
- d. The District and the Association will work together to consider modifications to the educational program, calendar, and employee responsibilities so educators can deliver educational services to our students to the greatest degree reasonably possible. This will include considering how to satisfy graduation requirements and ensure equity in the delivery of services. This may also include identifying solutions for online or paper packet supplemental learning materials, portfolio-based assessments, or providing "office hours" for students. At a minimum, the parties agree to follow any forthcoming guidelines and requirements from OSPI or US Department of Education.
- e. Educators will provide graduating seniors the content they need to meet their graduation requirements and to support their post-secondary transition. This will likely involve certificated employees and paraeducators working from home making direct contact with seniors by phone, email, or video technology.

5. School make-up

- a. School make-up shall be limited to those days required by law.
- b. No employee who works at a school that was individually closed prior to the district-wide school closure due to the COVID-19 pandemic shall be required to make up school day(s) resulting from such closures.
- c. If the District needs to add days to the student calendar employees will be released from duty during the school closure for an equivalent number of days to those added to the calendar, so that the total number of contracted workdays does not increase.

6. Guiding Principles Regarding Evaluation

The District and the SEA encourage educators and their evaluators to use good judgment regarding evaluation and keep in perspective where this sits within the priorities of the current reality and the future horizon. In addition, given that both teachers and principals are concerned about their students, staff, family, and personal well-being, it is important to honor work that has already been done by the evaluatee and the evaluator to provide and/or substantiate evidence. It is also important to recognize that the opportunity for teachers to be observed in a normal classroom setting has been interrupted, and that opportunities for gathering evidence for a particular indicator, component, or student growth component may

be limited. The parties agree to abbreviate the evaluation process described in the SEA collective bargaining agreement.

- a. Classroom Teacher Evaluation: The parties agree to abbreviate the evaluation process described in the SEA collective bargaining agreement, as follows:
 - i. Classroom Teachers on Focused evaluations; if the evaluator's assessment of the preponderance of evidence gathered from observations and collection of evidence to date suggest there is a preponderance of evidence of "proficient" or "distinguished" performance, the evaluation will be complete even if the requisite sixty (60) minutes of observation have not been completed.
 - ii. Classroom teachers on focused evaluations; if the evaluator's assessment of the preponderance of evidence gathered from observation and collection of evidence and points to "unsatisfactory" or "basic" performance, then every effort will be made to complete the process by the end of the school year. Evaluators should move the classroom teacher to a comprehensive cycle of evaluation for the 20-21 school year.
 - iii. Classroom teachers on a comprehensive evaluation cycle whose performance to date, based on their evaluator's assessment of the preponderance of evidence collected through observation and artifacts, is "proficient" or "distinguished", shall receive those ratings as their final summative score and the evaluation will be considered complete, even if the requisite number of observations and number of minutes of observations have not been completed.
 - iv. All classroom teachers on a continuing contract whose performance to date, based on their evaluator's assessment of the preponderance of evidence collected through observation and artifacts, is rated as "Basic" or "Unsatisfactory" as of the date of the school closures shall complete the evaluation process in accordance with the collective bargaining agreement. If the evaluator is unable to complete the requisite number of observations or number of minutes of observation before the deadline for evaluations, no final summative score will be given, and a letter shall be placed in the personnel file describing extenuating circumstances. A decision about participation in PAR for the 20-21 school year will be made by the PAR Panel, based on the evidence gathered and the recommendations from Consulting Teachers, when available.
 - v. All classroom teachers on a continuing contract, who are on a Plan of Improvement shall complete their plan. If the evaluator is unable to complete the requisite number of observations or number of minutes of observation before the deadline for evaluations, no final summative score will be given for the 19-20 school year, but the teacher will continue to be on a plan of improvement when school resumes and continue into the fall of 2020.
 - vi. Evaluations for classroom teachers on provisional contracts with a score that does not meet the performance schedule as outlined in the collective bargaining agreement as of the date of school closures shall be completed in accordance with the collective bargaining agreement. If the evaluator is unable to complete the requisite number of observations or number of minutes of observation before the

deadline for evaluations, no final summative score will be given for the 19-20 school year and a letter shall be placed in the personnel file describing extenuating circumstances. A decision about participation in PAR for the 20-21 school year will be made by the PAR Panel, based on the evidence gathered and the recommendations from Consulting Teachers, when available.

- b. Non-Classroom Certificated Employee Evaluation: The parties agree to abbreviate the evaluation process described in the SEA collective bargaining agreement, as follows:
 - i. For all non-classroom certificated employees on continuing or provisional contracts the evaluator may use evidence existing prior to school closures in order to assign a "Proficient" or "Distinguished" rating, the evaluator shall complete the evaluation and assign the rating during the school closure. This is true for non-classroom certificated employees on both the comprehensive and focused cycle of evaluation.
 - ii. All non-classroom certificated employees, whose performance to date, based on their evaluator's assessment of the preponderance of evidence collected through observation and artifacts, is rated as "Basic" or "Unsatisfactory" shall complete the evaluation process as described in the collective bargaining agreement. If the evaluator is unable to complete the requisite number of observations or number of minutes of observation before the deadline for evaluations, no summative evaluation score will be documented for the 19-20 school year, but the extenuating circumstances will be noted in the employee's summative evaluation.
- c. Classified Employees: The District and SEA mutually agree to waive the April 15th deadline for classified evaluations. Evaluators will complete all classified evaluations in accordance with the collective bargaining agreement; and a final summative conference with the evaluatee must be held prior to the final evaluation report.
- d. Should any guidance from OSPI regarding the impacts of school closures on evaluations conflict with the agreements in 6a, 6b, and/or 6c above, the parties will reconvene to reconcile the conflicts.

7. Term

This MOA shall remain in effect for the remainder of the 2019-20 school year and shall sunset August 31, 2020 or upon the return to normal District operations, whichever occurs first. All other provisions of the collective bargaining agreement shall remain full effect. This MOA is not precedent-setting and is intended to address the specific and unprecedented health emergency presented by COVID-19.

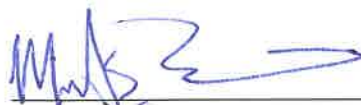
Dated this 25th day of March 2020

For the District:



Denise Juneau, Superintendent

For the Association:



Michael Tamayo, SEA President

