

**Memorandum of Understanding  
Between the Arlington School District and  
the Arlington Education Association**

**Concerning Terms of Employment and  
Delivery of Educational Services Impacted by the COVID-19 Crisis**

The District and Association agree upon this Memorandum to efficiently resolve questions concerning terms of employment and the delivery of educational services arising from the COVID-19 crisis. This agreement reflects our interest in prioritizing the protection of public health, providing continuity of services, and clarifying employment considerations during this stressful time. These terms are based on our understanding that the State will continue to apportion funds as previously scheduled and will use emergency authority to waive days and instructional hours which districts are unable to make up in accordance with OSPI's guidance. This MOU will sunset at the end of the 2019-20 school year. If the closure extends into the 2020-21 school year the parties will discuss the extension or modification of this MOU.

**Compensation and Benefits**

- No employee on a continuing, provisional, or leave-replacement contract will lose pay or experience a diminution of benefits as a result of school closures related to the COVID-19 crisis. Correspondingly, there will be no loss of pay or benefits for supplemental contracts.
- Individuals eligible for benefits under the Collective Bargaining Agreement or who qualified for benefits as of the Governor's February 29, 2020 emergency declaration will maintain their benefits per State guidance.
- Substitutes who are employed in a leave replacement position during the closure will continue to be paid and will have the same responsibilities as the classroom teacher.

**Employee Status and Leaves of Absence**

- During this closure, all bargaining unit employees will continue to perform duties related to the delivery of educational services in accordance with this Memorandum and the CBA.
- If pre-planned sick or personal leave is no longer needed due to the Covid-19 situation, employees should notify Human Resources to have the leave removed.
- Employees who need to be released from all duties on a particular day may apply for and take sick leave, personal leave, etc., in accordance with the CBA.
- Employees incapacitated by the COVID-19 virus and unable to perform duties remotely will, after exhausting any paid leave available to them under the Family First Coronavirus Response Act (FFCRA), be placed on Paid COVID-19 Leave for the first 10 work days. For any days beyond 10, employees will utilize their sick leave or personal leave. The District may require verification of the employee's condition and/or their ability to return to work from a medical professional. Paid COVID-19 Leave will be treated as a separate leave allowance that is specific and unique to the current public health crisis.

**Educational Program and Delivery of Services**

- The most recent OSPI guidance regarding the educational program and delivery of services will be followed.
- School buildings will be closed to the public until directed otherwise by government officials. During the closure, employees will work remotely, collaborate virtually when possible, and perform duties consistent with the CBA and this MOU. The District will limit employee access to buildings. If an employee must access a building to collect materials or fulfill essential tasks, this must be arranged with District officials. The District will ensure health protocols established by governmental authorities are followed when allowing such access. The intent of the parties is to limit onsite work to the greatest degree possible to help limit the spread of the COVID-19 virus.
- Principals will work with their leadership teams to determine specific building-level protocols as needed regarding online education, remote collaboration, communication with families/students, and topics such as report cards, assessments, or graduation requirements. The parties agree to bargain the impact of any changes to terms and conditions of employment as a result of building-level protocols that are not addressed in this MOU.
- Staff will follow District policies and guidelines for the use of technology during the school closure.
- Staff are expected to be available to parents and students while working. Responses to inquiries and questions must be timely
- Staff are expected to be available for communication with their principal Monday through Friday during normal District hours to communicate progress on maintaining continuity of student learning and support, identify challenges and/or needs, report any parent concerns, etc.
- Staff are expected to develop lessons, activities, and assessments (with the help of building administration and T&L staff) and support student and family access of materials to maintain continuity of student learning and support.
- Staff are encouraged to work with grade level or department teams via Google Hangout Meet/Zoom/etc., conference call, or on-site, etc.
- Special Education compliance and participation in IEP and evaluation related tasks will occur in accordance with state and federal guidance. Special Services will communicate additional information as it becomes available.
- Staff are **not** expected to work during Spring Break (March 30-April 3), March 16-17, or May 22 & 26.
- In the event certain employees are directed to report to a worksite to provide essential services as directed by the State, the District agrees to develop and implement procedures to safeguard employee safety.
  - The District commits to limiting the number of employees required to be on-site.
  - The District will not require essential employees who are ill, are within a quarantine period, or are in a high-risk category (over 60, have underlying health conditions, weakened immune system, or pregnant) to work on-site.

- Stringent health protocols will be in place (screening, provision for social distancing, etc.) at all sites to which employees are required to report to reduce the risk of exposure. If such protocols are absent, employees will not be required to report for duty.

**Evaluation**

- The District and Association shall reach a mutually agreeable solution for any individual employee whose provisional or non-provisional contract status may be impacted by a 2019-20 evaluation score.
- The most recent OSPI guidance regarding changes to the evaluation process will be followed. Therefore, the evaluation process described in the Collective Bargaining Agreement will be abbreviated as follows:
  - District, school, and association leaders are encouraged 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 evaluation period has ended before its normal completion, and that the absence of evidence for a particular indicator, component, or student growth component should not be cause for lowering a score.
  - While the chart below, as well as the information included in state law (Revised Code of Washington [RCW] 28A.405.100), should cover most situations, we cannot know all possible scenarios. Educators are encouraged to reach out to OSPI with specific questions.

**Classroom Teacher and Principal Evaluation Guidance**

<b>Item</b>	<b>Anticipated Scenario</b>	<b>Recommended Action</b>
1	Evaluatees 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
2	Evaluatees with zero to five years’ experience whose evidence indicates a rating of “Basic” at the date of school closure or most recent date of progress review	Move the “Basic” rating to final summative rating for the 2019–20 school year
3	Evaluatees 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	Handled locally on case-by-case basis OR No final score with a letter placed in personnel file describing extenuating circumstances
4	Evaluatees not on probation who do not return to school April 27 (e.g., quarantined, ill, etc.)	No final score with a letter placed in personnel file describing extenuating circumstances
5	Evaluatees 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	Handled locally on a case-by-case basis
6	Evaluatees on probation or plan of improvement	Handled locally on a case-by-case basis
7	Evaluatees on Focused Evaluation	Retain score for final summative evaluation


### **Resumption of School and Make Up**

- The parties will determine alterations to the school calendar, logistical details concerning the resumption of school, and the last day of the 2019-2020 school year when sufficient information exists to make that determination. The parties acknowledge OSPI expects districts to make up instructional days and hours lost to the greatest extent possible, including extending the school year.
- According to current OSPI direction, June 19 will be the last day of the school year. If this date is changed by OSPI, the parties will negotiate the impact. The parties will work to determine necessary steps to efficiently reopen schools and resume the delivery of services. Make-up days will be limited to those required by law. The parties recognize the closure related to the COVID-19 crisis may be extended by State or local authorities, in which instance the parties will modify this agreement as necessary.

### **Communications and Enforcement**

- The District will provide updates to staff concerning school operations. The District will provide guidance to staff concerning appropriate staff to student/parent communications during the closure.
- This Memorandum of Understanding applies to all Arlington EA represented employees. All matters arising under this Memorandum shall be governed by and construed under and in accordance with the laws of the State of Washington and the most current guidance from the OSPI. If any part of this Memorandum is invalid or unenforceable, the remaining provisions shall continue to be valid and enforceable. Disputes relating to this Memorandum will be subject to the grievance and arbitration provisions of the Collective Bargaining Agreement.

Agreed to this 10 day of April, 2020.

  
FOR THE ASSOCIATION

  
FOR THE DISTRICT