SPS, SEA Reach Memorandum of Agreement

*MOA addresses impact of school closures*

SEATTLE – Seattle Public Schools Superintendent Denise Juneau today announced that SPS and the Seattle Education Association have collaboratively developed a Memorandum of Agreement (MOA) to address work issues that have emerged as a result of school closures in the wake of the coronavirus pandemic.

“This joint MOA makes clear our staff expectations, our support for continuous student learning, and our commitment to staff and their economic stability during this uncertain time,” said SPS Superintendent Denise Juneau.

The MOA takes effect immediately. It will sunset upon the return of normal school district operations or on August 31, 2020, whichever occurs first.

“The agreement will help us navigate through this public health crisis together as we continue to support our students, families and each other,” said Superintendent Juneau. “Our goal is for educators to deliver educational services to our students to the greatest degree reasonably possible and we are grateful for the support of SEA as we all move forward to do our best for our students.”

Highlights of the seven-point agreement include:

- Certificated and Classified FTE staff currently on paid status will continue to receive contracted pay and benefits during the school closure(s) related to COVID-19.
- Substitutes on long term assignments, and substitutes who qualified for SEBB at the beginning of the 19-20 school year and have worked at least 200 hours prior to the school closures, will be paid an amount equal to the average hours worked per week up to the date of the district closure.
• During the closure, all staff will continue to work in accordance to their scheduled work year calendar. Most staff will be able to work remotely, however, there may be on-site work critical to meet an essential student or business need.
• 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.
• Any employee in a high-risk category (as defined by Public Health) with a doctor’s note stating they should remain at home, will be allowed to work remotely.

In addition, the MOA addresses several topics relating to the impact on students as a result of school closures:

• Educators will 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.
• Educators will be asked to provide graduating seniors the content they need to meet their graduation requirements and to support their post-secondary transition.
• School make-up shall be limited to those days required by law. Additional information will be provided once the extent of the school closure is clear.
• Evaluations will still be completed. Specific guidance on evaluations will come in a separate, and more detailed memo from HR.

The agreement also specifies that SPS shall determine which positions are essential positions during the closure -- employees whose duties are required to maintain basic operations of the district.

SPS will make every effort to allow telecommuting and put in place plans for employees to work from home during this school closure.

Moving forward, SPS and SEA concluded that further agreements may be necessary as guidance evolves from public health, as well as guidance from OSPI.

Both SPS and SEA committed to increasing the frequency of labor/management discussions, as necessary, to meet the demands of the situation and to collaborate to reach mutually beneficial outcomes.

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