

**Memorandum of Understanding
between
South Kitsap School District
and
South Kitsap Education Association
October 2021**

Part A – Pivot to Remote Instruction

The provisions below apply to employees covered by the SKEA bargaining unit when such employees are involved in a transition of an entire class or school to remote instruction due to an outbreak of COVID-19.

1. School building administrators and secondary deans will be responsible for making the initial communication to families about pivoting to a remote learning model.
2. Schedules.
 - a. An elementary general education or self-contained special education class, an elementary building, or a preschool self-contained special education class required to transition to remote instruction will continue to follow the established daily schedule for specialists, planning time and support services for students to the greatest extent possible. Teachers have professional discretion to vary the instructional activities within the blocks of time that do not impact the daily schedules of other staff as long as students receive at least the 70% synchronous instructional services required by the state's Continuous Learning 2.0+ model. The daily/weekly schedules of synchronous instruction will be posted and consistent for families.
 - b. A secondary school or self-contained special education classroom required to transition to remote instruction will follow the established daily schedule with the possible exception of a common lunch period. Teachers have professional discretion to vary the instructional activities within their periods that do not impact the daily schedules of other staff as long as students receive at least the 70% synchronous instructional services required by the state's Continuous Learning 2.0+ model. The daily/weekly schedules of synchronous instruction will be posted and consistent for families.
3. Secondary Instruction
 - a. In the event that a secondary teacher's classroom is impacted by the quarantining of students, the teacher will have the following instructional options available and may choose the option they deem in the best interest of student learning:
 - i. In-person and Asynchronous: Instruction is delivered only to in-person students while remote students access work assigned to all students that is posted to Google Classroom asynchronously or provided by other means.

Teachers may excuse remote students from assignments not conducive to asynchronous learning.

- ii. **Passive Zoom Link:** Instruction is delivered only to in person students while remote students passively view the instruction online via Zoom. Remote students join Zoom conferences but do not have the ability to ask questions in chat or actively participate in the learning. The classroom will be equipped with what is needed to successfully teach in this model. Live classes are streamed live and at the teacher's discretion, these Zoom sessions may be recorded by the teacher for later playback and may be supplemented by asynchronous learning in Google Classroom.
- iii. **Concurrent/HyFlex Instruction:** Instruction is delivered both in person and online via Zoom at the same time by the same teacher. Remote students join Zoom sessions and have the ability to ask questions in chat and participate in the learning. The classroom will be equipped with what is needed to successfully teach in this model. Live classes are streamed live and at the teacher's discretion, these Zoom sessions may be recorded by the teacher for later playback and may be supplemented by asynchronous learning in Google Classroom. Teachers interact with both in-person and remote online learners through Zoom.

The teacher has the sole discretion to select one of the three aforementioned models and agreed upon support will be provided, as necessary.

- b. In the event that a secondary teacher is quarantined but is asymptomatic, the teacher will have the choice between substitute teacher coverage or remote instruction. If the teacher opts for remote instruction-supervision of the teacher's classroom will be arranged in advance so the teacher may instruct in person students remotely via Zoom. If staff is unavailable to provide supervision, the Association and the District will find a mutually-agreed solution on a case-by-case basis. At the teacher's discretion, these Zoom sessions may be recorded by the teacher for later playback and may be supplemented by asynchronous learning in Google Classroom.
 - c. In the event a secondary school is closed for a "cool down period," teachers will instruct via live Zoom, using interactive features as necessary (chat, breakout rooms, etc.) and utilizing Google Classroom for students to access assigned work/assessments via asynchronous learning.
- 4. Consistent with prior agreements, teachers will not be expected to teach students remotely simultaneously while teaching students in-person without mutually-agreed support.
 - 5. The first time that an employee is required to transition their entire schedule to remote service to students, the teacher will be paid up to 6 hours at the employee's per diem hourly rate on a Form 78 for the planning and other work necessary to make the transition to remote or the transition back to in-person services (6 hours total for the pivot both ways). Such employee will be paid up to 3 hours at the employee's per diem hourly rate on a Form

78 for any subsequent required pivot to remote during the same school year. An employee who is required to transition only a portion of their entire schedule to remote service to students and/or an employee whose work is impacted by the transition of a class to remote instruction will be paid up to 3 hours at the employee's per diem hourly rate on a Form 78 for the planning and other work necessary to make the transition to remote or the transition back to in-person services (3 hours total for the pivot both ways). The purpose of this compensation is to recognize the extraordinary effort required outside the normal scheduled work day to make these transitions without any loss of instructional hours or school days. Additional employees impacted by the pivot will be considered for additional compensation on a Form 78 on a case-by-case basis.

6. The District's Information Technology Services Department will support schools or classrooms who must transition to/from remote instruction by temporarily reassigning staff to the affected school for distribution and/or collection of technology to students to support remote instruction.
7. Unless the building is closed by public health officials or other governmental mandate, all staff not subject to quarantine can continue to access the school building, as long as they follow all applicable health and safety guidelines in order to keep all District staff safe and healthy. During remote instruction, staff may choose to work either on or off-site, so long as they can maintain a comparable level of instruction or services at their chosen work location. The District and SKEA will discuss options for staff who have children at home and insufficient internet access to teach remotely from home.
8. To alleviate the burden of tech support when teachers are delivering instruction, each building shall have a tech support guidebook and provide a consistent contact person for families.
9. SKSD and SKEA understand that in order to effectively teach remotely, teachers may not be able to supervise every interaction with students on the digital platforms. Teachers will not be held accountable for inappropriate behavior by students on these digital platforms. However, they will be expected and responsible to address inappropriate student behavior. Minor inappropriate behavior by students will be handled by the teacher. Major inappropriate behavior by the students will be handled by the administrator.
10. Provisions for Special Education, Title I/LAP, and ELL services when a class or school pivots to the remote instructional model:

- a. Non self-contained special education classes (elementary)

When a general education class pivots to remote instruction, the special education teachers will provide take-home packets of materials or post materials to Google Classroom that support continuing progress toward IEP goals for the remote learning period. Special education teachers will use the "Recovery Services Matrix" to determine if educational needs were met with this model. If recovery services are warranted, provision of those services will be compensated.

When a school pivots to remote instruction, special education teachers will pivot to remote synchronous instruction in alignment with the established schedule.

b. Self-contained special education classes (all levels)

When a self-contained special education class pivots to remote instruction, the special education teachers will pivot to remote synchronous instruction in alignment with the established schedule. Inclusion in general education will occur through Zoom/remote opportunities within the established schedule.

c. Related service providers

When a class pivots to remote instruction, service providers will make materials available through Google Classroom and/or take-home packets and provide parents with at least one hour weekly to call/email/zoom for consultation on how to use the materials and/or support their student in their progress toward their goals while in the remote learning model.

When a self-contained program/class pivots to remote instruction, service providers can provide remote materials and/or services during the special education teacher's synchronous learning time.

Related service providers will contribute to the "Recovery Services Matrix" at annual IEPs to determine if educational needs were met through the above models of remote service delivery.

When a whole school or the district pivots remote instruction, service providers will coordinate with departmental supervisors to discuss a potential need for additional service provision outside of asynchronous supports.

On a case-by-case basis, when a pivot to remote instruction impacts the ability to complete a student's special education evaluation, in order to meet deadlines or in response to an extended deadline, compensation and/or balancing of workload between tele-providers and in-person providers, may be offered as a resolution.

d. Prior Written Notice

All case managers will complete prior written notices (PWN) for each student by October 29. A template and sample content will be provided for the completion of the PWN. Case managers, including related service providers as case managers, will be compensated for one half hour (0.5 hours/30 minutes) at their per diem rate on a Form 78 for the completion of the PWNs for each student. Related service providers will be compensated up to five (5) hours, for completing their portion of a student's PWN that reflects their component of the remote service delivery model.

e. ELL Intervention (elementary)

When a general education class pivots to remote instruction, ELL services will be provided asynchronously that support continuing progress toward goals for the remote learning period.

When a school pivots to remote instruction, ELL services will pivot to remote synchronous instruction in alignment with the established schedule.

f. Title/LAP/Learning Support Specialist Intervention (elementary)

When a general education class pivots to remote instruction, the Title/LAP/Learning Support Specialist teachers will provide take-home packets of materials or post materials to Google Classroom that support continuing progress toward goals for the remote learning period.

When a school pivots to remote instruction, Title/LAP/Learning Support Specialist teachers will pivot to remote synchronous instruction in alignment with the established schedule.

Title/LAP Plans: The building plans will state the learning model for quarantined students, classes, and schools.

11. The above provisions regarding the pivot to remote instruction shall be applied retroactively to schools or classes transitioned to remote instruction during the 2021-22 school year prior to completion of this MOU.

Part B – Other Agreements for 2021-22 Operation of Schools

1. **Indoor Recess.** Each elementary school will have a pre-determined plan for identified locations where staff can go if their classroom is used during indoor recess. The plan will also minimize disruption by addressing shared communal spaces that are used for delivering instruction. Staff will not be required or encouraged to prepare indoor recess activities. The District and Association will work together to resolve any concerns with inadequate spaces.
2. **Supervision.** Elementary classroom teachers will be expected to be in their classrooms to supervise students who arrive in the building (and cannot congregate elsewhere in the school building) up to 10 minutes before the instructional day begins or after the instructional day ends. Secondary classroom teachers will be expected to be in their classrooms to supervise students who arrive in the building (and cannot congregate elsewhere in the school building) up to 15 minutes before the instructional day begins. Exceptions to these expectations will be discussed and agreed upon between the District and SKEA. This paragraph will be reviewed no later than December 6, 2021, to review its impact on workload, and if not agreed to extend, will sunset on December 17, 2021.
3. **Protocols.** The District will provide all staff with access to a single source document that contains all COVID-19 health and safety protocols required to operate schools safely. This

document will be continually updated as the latest guidance from health and safety agencies changes. The Association will be asked to review and provide feedback on this document. Employees will be notified of this document's location and when significant guidance is added or amended.

5. **COVID Meetings.** The District and Association will meet every other week to discuss COVID safety concerns and implementation of COVID procedures.
6. **COVID Testing for Staff:** COVID-19 testing will be available at each school site and a central location (Port Orchard Armory) not later than October 25. Staff who become symptomatic during the school day can receive a COVID-19 test at school. Staff who become symptomatic outside of the school day can be tested by appointment/coordination with the central location or outside a school. Test type will follow the current Kitsap Public Health Department recommendations for testing procedures, currently PCR test for symptomatic staff.

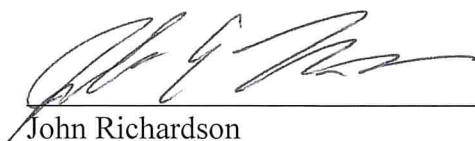
Asymptomatic staff who believe they have been exposed may request a test at school, currently a rapid antigen test per KPHD recommendations.

In the event testing supplies become constrained and the District is not able to obtain a supply of COVID-19 tests, staff seeking community testing will receive release time or up to 2 hours of pay for the purpose of finding and obtaining community testing.

Part C – Duration

This agreement is effective for the 2021-22 school year and expires August 31, 2022. Any disputes under this agreement shall be resolved under the grievance procedures in the collective bargaining agreement.

SOUTH KITSAP EDUCATION ASS'N



John Richardson
SKEA President

10/19/21
Date

SOUTH KITSAP SCHOOL DISTRICT



Jamie Monagle
Director of Human Resources

10/15/2021
Date