

**MEMORANDUM OF UNDERSTANDING BETWEEN
BREMERTON SCHOOL DISTRICT AND
BREMERTON EDUCATION ASSOCIATION REGARDING
TERMS OF EMPLOYMENT AND DELIVERY OF EDUCATIONAL SERVICES
AFFECTED BY COVID-19 FOR THE 2020-21 SCHOOL YEAR**

The Bremerton School District No. 100-C (“District”) and the Bremerton Education Association (“Association”) hereby confirm the following agreements related to the reopening of school for the 2020-21 school year in light of the unprecedented outbreak of SARS-CoV-2, the virus that causes the illness COVID-19.

WHEREAS, Governor Jay Inslee has proclaimed that an ongoing State of Emergency exists in all counties of Washington State related to COVID-19;

WHEREAS, the Washington Office of Superintendent of Public Instruction (“OSPI”) has required the board of directors of each school district to adopt a reopening plan for the 2020-21 school year that addresses topics such as mandatory health and statutory education requirements;

WHEREAS, OSPI has published “Reopening Washington Schools 2020: District Planning Guide” (the “Guide”), which establishes guidance for reopening schools for 2020-21;

WHEREAS, Superintendent of Public Instruction Chris Reykdal has stated that the fall opening for 2020-21 may be a “hybrid face-to-face/online model or any combination of modalities and schedules that meet [the] local community needs, while also affording all students in [a] district access to their basic education rights”;

WHEREAS, the District administration has collaborated with Association representatives and other stakeholders on reentry guidelines for the 2020-21 school year (“Reentry Guidelines”), which outline standards, guidelines, and recommendations for reopening school in the areas of operations; student/staff social and emotional wellbeing; school schedules, activities, events, attendance, and enrollment; information and instructional technology; curriculum and instruction; and communications;

WHEREAS, the Board of Directors is anticipated to approve the District’s reopening plan (“Reopening Plan”) required by OSPI on August 18th, 2020;

WHEREAS, Kitsap County remains in “Phase 2” of the “Safe Start Washington” plan issued by Governor Jay Inslee May 4, 2020, and therefore the District announced on July 28, 2020, that school will begin in a virtual—instruction (i.e., online) format for 2020-21, although the District has the goal of offering both a “hybrid” model consisting of both in-person and remote instruction as well as a 100% virtual instruction format, and the District will return to regular school operations (with some modifications) when the Superintendent determines it is reasonably safe to do so;

WHEREAS, the parties share a mutual interest in protecting the health and safety of students, families, employees, and the community, and they also share a mutual interest in ensuring that a high-quality education is accessible to all students including, but not limited to,

students of color, students living in poverty, students who identify as LGBTQ+, and students receiving special education and English-language learner services;

WHEREAS, the parties desire this Memorandum of Understanding (“MOU”) to establish changes to the terms and conditions of work for Association employees for the 2020-21 school year consistent with the Guide and relevant federal, state, and local health and education requirements, due to the unique circumstances of the ongoing, global COVID-19 pandemic; and

WHEREAS, the parties recognize that the COVID-19 pandemic is an unprecedented and still-developing situation that may require further communication and modification of the work.

NOW, THEREFORE, the parties agree as follows:

A. Modes of School Operation for 2020-21.

1. The Board will determine the mode by which school will be conducted for the 2020-21 school year. Modes of school operation may include, but are not limited to: (a) remote (i.e., online) instruction for all students; (b) remote instruction for most students, with certain high-needs students (e.g., some special education students) receiving in-person instruction; (c) a “hybrid” approach that combines in-person instruction for all or most students with remote instruction; and (d) a return to regular school operations, with modifications to address any ongoing effects of COVID-19. The parties recognize and agree that the District may change modes in its discretion as the COVID-19 situation evolves (e.g., if a hybrid or in-person model is being used and the rate of infection worsens, the District may need to return to a remote or more restrictive hybrid model).

2. The daily schedule for K-12 instruction under any mode of school operation employed will be as determined by the District consistent with the Reentry Guidelines.

3. The District will provide the Association leadership and employees with reasonable advance notice of a change in the mode for school operation. If a change in instructional models is possible, the District will provide at least three weeks advance notice to the Association that a shift in instructional models is possible, and will provide at least two weeks advance notice to students, families and staff to prepare for the transition. This notification shall not be required for a transition back to a more remote model. If a three week notification is not practical, the Association and District agree to meet and discuss alternative timelines.

4. The parties intend this MOU to address those foreseeable changes to wages, hours, and working conditions anticipated to arise from use of remote or hybrid models. Should the District make further changes to school operations affecting wages, hours, or working conditions that are not addressed by this MOU, the parties will meet upon request of the Association to discuss any impacts of such changes on mandatory subjects of bargaining.

B. Health and Safety of Students and Staff.

1. The District will implement District-wide health and safety protocols that will be designed to comply with applicable guidance of all relevant public health agencies, which will

include at least the following: the federal Centers for Disease Control and Prevention (“CDC”); Proclamations by Governor Jay Inslee; the Washington Department of Health (“DOH”); OSPI; the Washington State Department of Labor and Industries (“L&I”); and Kitsap Public Health District (“KPHD”). Health and safety protocols will be consistent with the Guide and the Reopening Plan. Strict compliance with all relevant District safety and health rules will be an essential function of each Association employee’s position. The District’s health and safety protocols as they exist as of the effective date are outlined in the “Reentry Guidelines,” although the parties recognize that the District may revise such rules as guidance from federal, state, and local authorities changes.

2. Prior to the start of the 2020-21 school year, the District will provide notice to all employees, parents/guardians, and students of relevant health and safety protocols as they exist at that time. Should health and safety protocols change during the school year, the District will provide notice to the Association leadership and affected employees.

3. The District will provide training on building days, prior to the start of the school year, on the District’s health and safety protocols related to its safety plan related to COVID-19. The District will adhere to all OSPI and Department of Health Guidelines regarding the requirement for all students, staff and visitors and wearing of appropriate masks.

4. The District will provide Personal Protective Equipment (“PPE”), where appropriate, including but not limited to masks, gloves, partitions and gowns (where needed), to certificated employees as required to meet state health and safety standards.

5. In the event that the District learns that employees, students, or other visitors to District facilities have tested positive for or are suspected of having COVID-19 and that contact tracing and communication with potentially affected persons is necessary, the District will engage with the KPHD regarding appropriate protocols for performing those duties.

6. Meetings of employees, including professional development, may be held in-person during remote or hybrid instruction, provided that the number of employees present and physical setup of the meeting is consistent with then-existing state requirements. If higher-risk employees, as defined in Section D, below, are required to attend meetings held in-person, a remote attendance option (such as videoconferencing) will be offered.

C. Work and Compensation of Employees.

1. Access to Buildings: Unless the building is closed by the Department of Health or governmental mandate, all staff can access the building, as long as they follow all applicable health and safety guidelines in order to keep all District staff safe and healthy during this crisis. During remote instruction, instructors may choose to work either on- or off-site, so long as they can maintain a comparable level of instruction at their chosen work location. They should consider such factors as safety, access to materials, and internet availability. If educators choose to work on-site, they may not bring other family members on-site (except to participate in child care options provided by community partners at District sites).

2. Employees are required to be onsite when instructional services will be provided in person to students. Exceptions will be made for teachers who have been approved for a remote work assignment based on one of the leave categories negotiated in this MOU.

3. Certificated employees on continuing, provisional, and long-term leave-replacement contracts of at least 20 workdays will receive the compensation called for by their employment contracts for the 2020-21 school year, provided that such employees remain eligible and available to work or are on an approved paid or unpaid leave.

3. The District will compensate certificated employees for those supplemental contracts that the District and the Association determines in advance of award can be appropriately adapted to the instructional mode and health and safety rules then in effect. Employees should discuss the continuity of their stipend with their supervisor to determine adaptability of the work related to the supplemental contract.

4. The District will employ substitutes, including long-term substitutes, for positions that become temporarily vacant unless the District determines that such substitute personnel are not needed or other options for synchronous learning can be provided. Elementary specialists may be asked to provide class coverage up to three "Synchronous SEL/review followed by time for questions/help" sessions per week. Such coverage shall not implicate Article VII, Section F. The District agrees that in an emergency situation, students may be assigned to other teachers who shall be responsible for such students. For the 2020-21 school year while the District is in a remote learning model, the teacher shall be paid \$2.00 per student per day for "Synchronous SEL/review followed by time for questions/help" class coverage.

5. The parties recognize that use of remote or hybrid modes of instruction may necessitate additional reassignment of Association employees to meet emerging needs (e.g., assignment of additional teachers to the Hybrid Learning Model, the Virtual Learning Model, or the Home Link Model).

Employees subject to involuntary transfer by the District will be eligible for the following:

(a) Employees who are subject to a change in assignment within the student school year shall be given four (4) days extra pay at the curriculum rate of pay to prepare for the employee's new assignment.

(b) Employees who are required to change teaching assignments prior to the start of the school year shall be given two (2) days extra pay, at the curriculum rate of pay.

(c) Employees who initiate/volunteer for changes of assignments do not qualify for the incentives/compensation identified in options (a) and (b) above.

D. Leaves Related to COVID-19. COVID-19 presents unique medical, family, disability, and staffing challenges for the District and its employees. The following provisions are included to provide clear, objective, and practical options for the District and the employees facing those challenges.

1. Employees with COVID-19/Suspected COVID-19. Employees who have been diagnosed by a healthcare provider with COVID-19, or who are experiencing symptoms of COVID-19 and are seeking a medical diagnosis, may not come to work at a District worksite and may access any or all of the following benefits under the terms of the CBA or law:

a. Emergency Paid Sick Leave (“EPSL”) under the federal Families First Coronavirus Response Act (“FFCRA”), with supplementation up to the employee’s regular daily salary if the employee’s salary exceeds the statutory EPSL cap (\$511 per day) by other paid leaves identified in this section, below:

b. Leave for illness, injury, or emergency (i.e., accrued paid sick leave).

c. Shared sick leave.

d. Personal leave.

e. Washington Paid Family Medical Leave (“PFML”).

f. Worker’s compensation, if applicable per Employment Security Department rules.

g. Federal Family Medical Leave Act (“FMLA”), which provides unpaid leave except for continued health insurance benefits unless an employee elects to simultaneously use other accrued, paid leave.

h. Unpaid leave of absence for the period of the temporary disabling condition.

i. Long-term disability benefits.

j. Unemployment benefits.

2. Employees Quarantined Due to Exposure to COVID-19. Employees who have been ordered or advised by a public health agency to quarantine at home due to exposure to COVID-19 may not come to work at a District worksite and may access any or all of the following benefits under the terms of the CBA or law:

a. Alternative work assignment determined by the District that may be performed from home, if available (see Section E, below).

b. EPSL with supplementation up to the employee’s regular daily salary if the employee’s salary exceeds the statutory EPSL cap (\$511 per day) by either: (i) paid administrative leave, if the quarantine was due to confirmed exposure at a District worksite; or

(b) other paid leaves identified in this section, below, if the quarantine was due to reported exposure elsewhere.

c. Paid administrative leave for the period of mandatory quarantine if the employee has exhausted EPSL, an alternative work assignment is unavailable, and the quarantine was due to confirmed exposure at a District worksite.

d. Leave for illness, injury, or emergency (i.e., accrued paid sick leave).

e. Personal leave.

f. Worker's compensation, if applicable per Employment Security Department rules.

g. Unpaid leave of absence for the period of the quarantine.

h. Unemployment benefits.

3. Employees Caring for Someone with COVID-19/Suspected COVID-19. Employees who are caring for an individual who is subject to quarantine because that person has been diagnosed with COVID-19, or is experiencing symptoms of COVID-19 and is seeking a medical diagnosis, may not come to work at a District worksite and may access any or all of the following benefits under the terms of the CBA or law:

a. Alternative work assignment determined by the District that may be performed from home, if available (see Section E, below).

b. EPSL with supplementation up to the employee's regular daily salary if the employee's salary exceeds the statutory EPSL cap (\$200 per day) by other paid leaves identified in this section, below;

c. Leave for illness, injury, or emergency (i.e., accrued paid sick leave).

d. Shared sick leave, if applicable.

e. Personal leave.

f. Washington Paid Family Medical Leave ("PFML").

g. Federal Family Medical Leave Act ("FMLA"), which provides unpaid leave except for continued health insurance benefits unless an employee elects to simultaneously use other accrued, paid leave.

a. Unpaid leave of absence for the period the employee is unable to come to work at a District worksite.

b. Unemployment benefits.

4. Higher-Risk Employees. Employees who are at higher risk of severe illness or death from COVID-19, as that term is defined by the Governor's Proclamation 20-46.2 or a subsequent, binding proclamation, may choose to come to work at a District worksite when required by the employee's assignment or may choose to access any or all of the following benefits under the terms of the CBA or law:

- a. Alternative work assignment determined by the District that may be performed from home, if available (see Section E, below).
- b. EPSL with supplementation up to the employee's regular daily salary if the employee's salary exceeds the statutory EPSL cap (\$511 per day) by other paid leaves identified in this section, below.
- c. Leave for illness, injury, or emergency (i.e., accrued paid sick leave).
- d. Personal leave.
- e. Unpaid leave of absence.
- f. Unemployment benefits.

5. Higher-Risk Individual in the Employee's Household. Employees who themselves are not at higher-risk but have someone in the household (i.e., someone with whom they share a residence) who is at higher risk of severe illness or death from COVID-19, as that term is defined by the Governor's Proclamation 20-46.2 or a subsequent, binding proclamation, may choose to come to work at a District worksite when required by the employee's assignment or may choose to access any or all of the following benefits under the terms of the CBA or law:

- a. Alternative work assignment determined by the District that may be performed from home, if available (see Section E, below).
- b. EPSL with supplementation up to the employee's regular daily salary if the employee's salary exceeds the statutory EPSL cap (\$200 per day) by other paid leaves identified in this section, below.
- c. Leave for illness, injury, or emergency (i.e., accrued paid sick leave).
- d. Personal leave.
- e. Leave of absence.

6. Employees with Children Affected by School Closure. An employee who must care for the employee's child because of a school closure or unavailability of the child's care provider due to COVID-19 may choose to come to work at a District worksite when required by the employee's assignment or may choose to access any or all of the following benefits under the terms of the CBA or law:

a. Alternative work assignment determined by the District that may be performed from home, if available (see Section E, below).

b. EPSL with possible supplementation up to the employee's regular daily salary if the employee's salary exceeds the statutory EPSL cap (\$200 per day) by other paid leaves identified in this section, below.

c. Emergency Family and Medical Leave ("EFML") under the FFCRA (which is partially unpaid and partially paid at 2/3 regular wages up to a maximum of \$200 per day), with possible supplementation up to the employee's regular daily salary by other paid leaves identified in this section, below.

d. Leave for illness, injury, or emergency (i.e., accrued paid sick leave).

e. Personal leave.

f. Unpaid leave of absence.

7. Employees Who Cannot Wear a Face Covering, Shields, or Other Required PPE. An employee whose assignment requires work at a District worksite and who cannot wear personal protective equipment ("PPE") required for the employee's assignment, including but not limited to a face covering, may choose to access any or all of the following benefits upon presentation of appropriate documentation from the employee's healthcare provider and under the terms of the CBA or law:

a. Alternative work assignment determined by the District that may be performed from home, if available (see Section E, below).

b. Leave for illness, injury, or emergency (i.e., accrued paid sick leave).

c. Personal leave.

d. Unpaid leave of absence for the 2020-21 school year.

e. Other accommodations identified through the interactive process of the Americans with Disabilities Act ("ADA") and the Washington Law Against Discrimination ("WLAD").

8. Employees Who Choose to Not Wear a Face Covering, Shield, or Other Required PPE. An employee whose assignment requires work at a District worksite and who does not have a documented inability to wear PPE required for the employee's assignment, including but not limited to a face covering, but nevertheless does not wish to wear such PPE, may choose to access any or all of the following benefits under the terms of the CBA or law: Personal leave; or Unpaid leave of absence for the 2020-21 school year.

9. Employees Who Otherwise Choose to Not Work at a District Worksite Due to Concern for Safety. An employee whose assignment requires work at a District worksite and who does not fit within the conditions of Sections 1-8, above, may choose to access any or all of

the following benefits under the terms of the CBA or law: Personal leave; or Unpaid leave of absence for the 2020-21 school year. Employees who allege their workplace is unsafe are encouraged to immediately report their concerns to their supervisor and/or the workplace safety committee. Such employees may in limited circumstances also have recourse through L&I under WAC 296-360-150.

10. Documentation. When an employee requests leave under Section 1-8, above, the District may require, and an employee will provide within five (5) business days (or such other number of days as required by law), written documentation that the employee qualifies for such leave. For example, in the case of an employee diagnosed with COVID-19, the District may require a doctor's note. In any event, the District will request only such documentation as is consistent with federal and state law. The District will take reasonable steps to maintain the confidentiality of medical information received under this Section 10.

11. Possible Limitations. All the contractual, insurance, and statutory leave benefits referenced above have specific rules or external agencies that govern their application, and the terms of this MOU will be interpreted consistent with those rules and agency interpretations. The leave entitlements of the FFCRA (both EPSL and EFML) will expire should federal legislation discontinue those benefits.

E. Alternative Work Assignments and Temporary Reassignment.

1. When an employee's assignment requires work at a District worksite and the employee cannot work at a District worksite for one of the reasons discussed in Section D, above, the District will attempt to reasonably accommodate those circumstances by assigning the employee to available work that can be provided remotely from home on the condition that the employee is qualified, prepared, willing, and available to provide such services.

2. When choosing from among multiple employees for the same available alternative assignment, the District will prioritize employees in the following order:

- a. Employees who hold the appropriate training, licensing, endorsement, or other qualifications for the position;
- b. Employees quarantined due to possible exposure to COVID-19;
- c. Employees caring for someone with COVID-19/suspected COVID-19;
- d. Higher-risk employees, or employees with a higher-risk individual in the employee's household;
- e. Employees with children affected by school or care provider closure; and
- f. Employees who cannot wear a mask or other required PPE.

3. If two or more employees have equal priority under the conditions above, the District will use total District seniority to make the assignment.

4. Once a remote assignment is created and assigned to an employee for the entire school year, the District will not be required to reassign said employee in order to accommodate another employee whose need for an alternative assignment arises later in the school year (even if the latter employee would have higher priority under the factors, above).

5. To maximize the District's options for meeting the educational, social, and emotional needs of students in the unusual circumstances of the 2020-21 school year, the Association and District agree to the following limited opportunities for temporary reassignment of employees (which may apply in either the case of an alternative work assignment per Sections 1-4, above, or when an employee continues to work onsite):

a. An employee may be temporarily assigned to provide services outside the employee's normal job description if work within the employee's job description is unavailable due to the temporary closure of school facilities;

b. Such employee may only be assigned to perform work for which the employee is appropriately trained, licensed (if applicable), and prepared to perform.

c. Such assignment will not, without the employee's agreement, exceed the hours normally assigned to such employee.

d. Such employee will be paid the regular salary, wages, and benefits the employee would receive from the employee's normal assignment.

e. Such employee's temporary assignment may not result in displacing any other employee performing services within his or her regular job description.

f. Such employees will not be assigned job duties associated with job classifications with a higher rate of pay than the employee's rate of pay.

g. Such temporary assignments may, with advance notice to the Association, include a reassignment of employees (a) to work within the jurisdiction of another bargaining unit, or (b) from other bargaining units to work residing within the jurisdiction of this bargaining unit; provided, the other bargaining unit agrees to similar provisions, and further provided that union dues, if any, paid by the employee will continue to be paid to the representative of the employee's original bargaining unit.

h. The temporarily reassigned employee retains a right to return to the employee's original assignment upon resumption of regular school operations, subject to existing contract rights of the District to reduce the workforce and/or reassign employees within the same bargaining unit.

G. Evaluation.

1. Setting Expectations

- a. Understanding that during a year when the mode of teaching and leading may change quickly and multiple times, a formative stance will be most useful.
 - b. Recognizing that the opportunities for providing/substantiating evidence in the usual ways may be restricted, and that with this, the absence of evidence for an indicator or component should not be cause for lowering a score.
 - c. Acknowledging teachers' and school leaders' specific contexts (issues with internet access, health concerns, children at home) when working remotely, and the impacts these contexts have on their work.
 - d. Honoring the importance of setting up (reasonable) expectations for teachers and school leaders at the outset, and then ensuring robust supports are provided for them to meet these expectations.
2. For teachers who are scheduled for a Focused evaluation, the teacher and evaluator shall proceed with the regular Focused evaluation process.
 3. For teachers in years two and beyond who are scheduled for a Comprehensive evaluation, the teacher will decide on two criteria to be formally scored using evidence provided during the 2020–21 school year. The remaining six criteria will be scored by assigning the score received in the most recent Comprehensive evaluation. The teacher can be moved to a regular Comprehensive cycle (all 8 criteria) if the evaluator or teacher provides notice in writing by December 15.
 4. For teachers with two or more years of successful performance in another Washington state district or another state who are in their first year of teacher in a new district ("Provisional 3), the teacher and evaluator shall (a) use the traditional Comprehensive process (all 8 criteria); or the teacher will decide on two criteria to be formally scored using evidence provided during the 2020–21 school year. The remaining six criteria will be scored by assigning the score received in the most recent Comprehensive evaluation. The teacher can be moved to a regular Comprehensive cycle (all 8 criteria) if the evaluator or teacher provides notice in writing by December 15.
 5. For teachers in their first year of teaching in the District on a Comprehensive evaluation, the teacher and evaluator shall (a) use the traditional Comprehensive process (all 8 criteria); or (b) determine at least two criteria to be formally scored using evidence provided during the 2020–21 school year, and the remaining criteria will be scored "Basic" as a default score. Evaluators will use the language "default scores due to the circumstances of the COVID-19 pandemic" where applicable.
 6. For teachers on a plan of improvement, the District and Association shall determine modifications, if any, to the evaluation process on a case-by-case basis.
 7. The first formal observation of the year will be scheduled with the employee. The remaining observations may be on a drop-in basis. Observations may include, but are not limited to, both synchronous and asynchronous and in person instruction.

H. Expectations Specific to Remote Instruction.

1. While the District is offering online-only remote instruction the schedules below will be utilized by AJ, VR, NA, CH, KL, WH elementary schools, and MVMS and BHS secondary schools. WH middle school and RHS alternative school will utilize schedules that are comparable with respect to synchronous learning, asynchronous learning, planning time, office hours, PLC collaboration time, and professional development.

Secondary Schedule (Middle School and High School)

Our virtual secondary sample schedule maintains the commitment to build relational and social-emotional learning during synchronous blocks (2-6) and to provide data driven instruction and feedback on the essential standards through Asynchronous Learning Design. Secondary attendance will be entered daily.

BHS & MVMS Draft Schedule/Model Fall Opening 2020-2021

Teaching and Learning Model: <ul style="list-style-type: none"> • 3:6 year long schedule • Proposed work day: 8:00am - 3:30 pm • Individual Planning per the Building Master Schedule • ALD: Asynchronous Learning Design (videos, data driven planning for differentiation...) 					
"Bell" Schedule	Monday	Tuesday	Wednesday	Thursday	Friday
8:00-9:30	ALD	ALD	PD: Determined at building & district level	ALD	ALD
9:45-10:45	Engagement Team	Engagement Team	Staff Meeting	Engagement Team	Engagement Team
11:00-11:45	Period 1	Period 4	BHS: Knight Skills MVMS: Homeroom	Period 1	Period 4
12:00-12:45	Period 2	Period 5	PLC & LUNCH: Determined at building level LUNCH: 12:30-1:00 -or- 11:45-12:15 PLC: 1:00-3:30 -or- 12:15-2:45 OFFICE HOURS 11:45-12:30 -or- 2:45-3:30	Period 2	Period 5
12:45-1:15	LUNCH	LUNCH		LUNCH	LUNCH
1:15-2:00	Period 3	Period 6		Period 3	Period 6
2:30-3:30	OFFICE HOURS	OFFICE HOURS	OFFICE HOURS 11:45-12:30 -or- 2:45-3:30	OFFICE HOURS	OFFICE HOURS

Elementary Model

What it could look like for students Yellow blocks are set, the rest are flexible and can be done whenever a family chooses

	Kindergarten	1st-Grade	2nd-Grade	3rd-Grade	4th-Grade	5th-Grade
8:00-8:30	check-in	check-in	check-in	check-in	check-in	check-in
8:30-9:20	Synchronous SEL/review followed by pop-in time for answering questions	Choice board that includes Science and Social Studies	Choice board that includes Science and Social Studies	Small Instructional and intervention groups	Choice board that includes Science and Social Studies	Choice board that includes Science and Social Studies
9:20-9:30	movement break-----movement break-----movement break-----movement break-----movement break-----movement break-----					
9:30-10:20	Reading block	Synchronous SEL/review followed by pop-in time for answering questions	Reading Block	Reading Block	Small Instructional and intervention groups	Reading Block
10:20-10:30	movement break-----movement break-----movement break-----movement break-----movement break-----movement break-----					
10:30-11:20	Choice board that includes Science and Social Studies	Reading Block	Synchronous SEL/review followed by pop-in time for answering questions	Choice board that includes Science and Social Studies	Reading Block	Small Instructional and intervention groups
11:20-11:30	movement break-----movement break-----movement break-----movement break-----movement break-----movement break-----					
11:30-12:00	Lunch	Lunch	Lunch	Lunch	Lunch	Lunch
12:00-12:50	Small Instructional and intervention groups	Math Block	Math Block	Synchronous SEL/review followed by pop-in time for answering questions	Math Block	Math Block
12:50-1:00	movement break-----movement break-----movement break-----movement break-----movement break-----movement break-----					
1:00-1:25	Math Block	Small Instructional and intervention groups	Specialist choice	Math Block	Synchronous SEL/review followed by pop-in time for answering questions	Specialist choice
1:25-1:50			Targeted practice			Targeted practice
1:50-2:00	movement break-----movement break-----movement break-----movement break-----movement break-----movement break-----					

2:00-2:25	Specialist choice	Specialist choice	Small Instructional and intervention groups	Specialist choice	Specialist choice	Synchronous SEL/review followed by pop-in time for answering questions
2:25-2:50	Targeted practice	Targeted practice		Targeted practice	Targeted practice	
2:50-3:00	movement break----movement break----movement break----movement break-----movement break-----movement break-----					

2. Employees who are working remotely (either because remote instruction is being used for all staff or because they have been granted alternative assignments) will do at least the following in addition to other duties as assigned:

a. Check their District-issued email accounts at least three times a day during working hours (morning, afternoon, and before the end of the school day). Employees will endeavor to respond to emails from District personnel, students, and parents during working hours and within an appropriate time, but in no event later than the start of their next assigned working hours or within twenty-four (24) hours, whichever is earlier.

b. Remain available for phone calls with their supervisor or District personnel during working hours. Employees with unreliable phone service will let their supervisor know an alternative means of prompt communication.

c. Attend designated District/school online staff meetings, PLCs, grade level meetings, and team meetings as scheduled during working hours, consistent with WAC 180-44-010.

d. Follow weekly/daily instructional schedule for elementary, middle, and high schools.

e. The intention of office hours is to support student learning and may include virtual learning opportunities between an educator and a student. Subject to available resources, teachers may request the presence of an administrator, paraeducator or fellow teacher during synchronous learning or office hours. Employees with concerns regarding student behavior or interactions should immediately report their concerns to their building administrator or human resources, as appropriate.

3. All P-12 teachers will use the Continuous Learning System (Google Drive, Google Classrooms, Google Sites, SeeSaw (P-2) and Screen Castify) for their communication with students and families and as the instructional platform for student lessons, work, etc., consistent with the Reentry Guidelines.

4. The role of special education staff and elementary specialists is further defined in Attachment A to this document.

a. The District must ensure that student Individualized Education Programs (IEPs) are implemented to the maximum extent possible or feasible while prioritizing the health and safety of District students and staff, ensuring accessibility and providing identified accommodations for

students with disabilities. The District is following OSPI guidance which acknowledges the need for flexibility in the service delivery model during the school closures.

b. For the duration of this MOU, special education staff assigned to ISP classrooms are eligible to receive two (2) hours at per diem pay for work per case-managed IEP to support the extensive paperwork and meetings required for necessary adjustments of IEPs. Other special education teachers are eligible to receive one (1) hour at per diem pay per case-managed IEP for such work. SLP, OT and PT are eligible to receive one half (1/2) hour at per diem pay per case-managed IEP for such work.

I. Expectations Specific to Hybrid Instruction.

1. Should the District determine to transition to a hybrid mode of operation during the 2020-21 school year, the District will construct a schedule that meets the requirements of the “Guide,” public health and safety requirements, and the Governor’s Safe Start Washington phased plan requirements (if applicable). The District will meet and negotiate in good faith regarding wages, hours, or working conditions arising from hybrid instruction not addressed herein upon request by the Association.

2. All P-12 teachers will use the Continuous Learning System (Google Drive, Google Classrooms, Google Sites, SeeSaw (P-2) and Screen Castify) for their communication with students and families and as the instructional platform for student lessons, work, etc., consistent with the Reentry Guidelines.

J. School Calendar and Work Year.

1. The parties do not presently anticipate changes to the Board-approved calendar for the 2020-21 school year.

2. It is currently anticipated that school will be in session through June 16, 2021. If this end date changes for any reason, the District and the Association will meet to negotiate impacts.

K. Communication. The District will provide notice of COVID-19 health and safety information to Association employees via District email and communication directly with the Association’s President in advance of communicating such information to families, except in the case of emergency endangering the health or safety of students or families.

L. Professional Development. The District and the Association agree that remote and hybrid instruction modes present new challenges that necessitate additional training. Employees will be offered professional development on remote and/or hybrid instruction.


M. Contact with Students. Employees will communicate with students on District-approved platforms or with District email. Employees will not communicate or have contact with District


students outside of their assigned job duties, consistent with the District's policy/procedure on maintaining professional staff/student boundaries.

N. Enforcement. This MOU may be enforced through the typical grievance procedure in the CBA.

O. Effective Date. This MOU will be in effect for the 2020-21 school year and will expire on the last instructional day of the school year, unless the parties earlier agree in writing to terminate it. All provisions of the collective bargaining agreement, unless otherwise modified herein, remain in full force and effect. This MOU is not precedent-setting and is intended to address only the specific and unprecedented health emergency presented by COVID-19. Neither party may cite this MOU or introduce it into evidence in any future arbitration or other legal action, other than one to interpret or enforce this agreement.

FOR THE ASSOCIATION:





9-16-2020
Date

9.16.20
Date