

**MEMORANDUM OF UNDERSTANDING BETWEEN THE
KENT SCHOOL DISTRICT AND THE KENT EDUCATION ASSOCIATION
Opening a Virtual Academy for the 2022-2023 School Year**

The Memorandum of Understanding is made and entered into this 25th day of May 2022, between the KENT SCHOOL DISTRICT (hereinafter referred to as "District") and the KENT EDUCATION ASSOCIATION, (hereinafter referred to as "Association").

WHEREAS, the District will open a "to be named" Virtual Academy, to offer a sustainable online school that expands on our existing non-traditional, choice school and programming options for students starting in Fall 2022. This new learning experience will be different than the remote and hybrid learning models previously offered to all students and long-withstand the COVID-19 pandemic; and

WHEREAS, the Association and the District desire to clarify all processes for the Virtual Academy that do not currently align with the Collective Bargaining Agreement;

All provisions of the parties' current collective bargaining agreement (CBA) remain unchanged unless specifically changed by the provisions of this MOU. This includes CBA section 2.3- conformity to law, in case anything changes, and parties shall meet pursuant to the Act concerning said provision.

IT IS HEREBY AGREED as follows:

Definitions:

Synchronous Instruction -is when students learn the same thing at the same time through a lecture (online or in-person). Group learning that happens in a way that is unified by time and space. Live on-line instruction to whole group or small groups which may include:

- Teachers on TEAMS with whole class teaching lessons
- Facilitating class discussions
- Focused, guided instruction and collaborative instruction

Asynchronous Instruction- is a student-centered teaching method widely used in online learning. Its basic premise is that learning can occur in different times and spaces particular to each learner, as opposed to synchronous learning at the same time and place with their instructor. In Asynchronous learning, instructors usually set up a learning path, which students engage with at their own pace. Occurs within the teacher's workday, but outside of synchronous instruction and planning time.

- Answer emails, teams' messages, canvas messages
- Provide feedback on assignment (written, verbal and grades)
- Check-in with individual students (phone, teams, email, Canvas)
- Updating lessons in Canvas
- Creating and posting mini video lessons
- Providing support in the live environment on designated days as needed by appointment or to students not making academic progress.

The parties recognize that the above definitions of synchronous and asynchronous instruction are for illustrative purposes only and should not be construed as restrictive or interpreted so as to exclude those duties not mentioned which are inherent to the role of a teacher.

I. Staffing and Transfer

- A. The eligibility requirements for a unit member interested in transferring to the Virtual Academy shall be: 4-12 content specific certification, and at least three years of teaching experience.
- B. The District and KEA will meet before the end of the first semester of the 2022-2023 school year to review the Virtual Academy Program.
- C. Unit members are not able to IVT into the Virtual Academy, but if enrollment decreases or staffing needs to be adjusted, VA unit members will have access to the current IVT process.

II. Working Conditions and Workday

- A. The instructional day (7.5 hrs) for the Virtual Academy unit members shall be the same as comprehensive school site unit members, inclusive of duty-free lunch and planning time as established by Article VII of the Collective Bargaining Agreement. Unit members may have their day flexed allowing work to be conducted over a non-continuous period of 10 hours in a given day. Educators, in collaboration with their principal, will set their 7.5 hour working schedule for each nine-week term. Unit members will teach no more than four classes in a given day, and no more than 4 preps per given nine-week term, not including their mentor class.
- B. Virtual Academy teachers may work from home or report to an assigned work location in the District. In collaboration with the building principal, non-teaching KEA members, will build a schedule to ensure appropriate staffing at the physical school site. The District shall consult with KEA on the selection of site(s). Unit members may need to be at a designated KSD site in support of students. Unit members will be notified ahead of time if they are working from home and need to work in-person for a specific reason.
- C. Virtual Academy unit members shall have a dedicated workspace that provides a private, quiet space that has appropriate working conditions for an online classroom. This may be a flexible space shared by other virtual teachers at offsetting times.
- D. Virtual Academy unit members will have staff meetings and professional development opportunities that may be in person or virtual. This will be determined by the principal. The district will notify the Virtual Academy unit members at least three (3) workdays prior to requiring them to attend meetings/training in person. During the contract school year, there will be no more than two (2) in person Principal Directed Wednesday meetings per month unless waived by the unit members.
- E. Virtual Academy unit members will have a 60- minute cohort/mentor meeting weekly occurring during the "Early Release Wednesday" time. No cohort/mentoring caseload will exceed 29 students. This time will be used to meet with students about their Written Student Learning Plans (WSLP), high school and beyond plan components, student self-assessment of course progress, social and emotional tasks, and/or community/classroom building activities.

The last three days of every term there will be no required synchronous sessions to allow for end of term grading and transition to the new term. There will be a non-student day as the first day of each term to finalize preparation for the new term. This time will exclude the regularly scheduled Wednesday mentor class time.

- F. Educators at the virtual academy, in collaboration and agreement with their principal, will choose an appropriate PLC.
- G. Educators will be provided with the following items to support their virtual teaching position:
 - a. 2 external monitors
 - b. 1 laptop/tablet device with detachable keyboard
 - c. 1 dock/hub
 - d. 1 digital inking pen/stylus
 - e. 1 external USB webcam with stand
 - f. 1 external USB keyboard & mouse
 - g. An extended cord will be available for the dock/hub upon request

Any items deemed (in collaboration and agreement with their principal) necessary once the school year starts, those items can be procured using building or departmental budgets.

- H. The virtual academy will have a dedicated tech person to support staff.

III. Staff Support Services

- A. The District and KEA will meet to review assignments and staffing.
- B. With the exception of assessments for IEPs, all support services may be provided virtually.
- C. Teachers will receive specific professional development in several areas (curriculum, online platform, teaching virtually, regular virtual feedback, canvas, Teams, etc.) of a virtual school.

IV. Support and Resources

- A. Virtual Academy unit members shall report to the Virtual Academy Principal.
- B. Materials (instructional supplies, copies, etc.) shall be made available to unit members at the physical site to which they are assigned. These materials and resources may be used at the physical site or at their home.

V. Virtual Academy Educator Expectations

- A. When virtually working with students, unit members' cameras are expected to be on.
- B. Virtual Academy unit members shall be expected to be available and working with students during the contracted 7.5 hr workday, which may be flexed as stated above. The District and KEA shall meet and confer to finalize the daily schedules.

Sample Teacher Week for Virtual School Parameters

Example schedule based on the following criteria:

- Available to students 3 hours between 8:00am-1:00pm.
 - Teaching Synchronistic classes
 - Supporting student learning anachronistically – providing feedback, answering questions (email, phone, teams, canvas), grading assignments
 - Developing mini lessons to adjust instruction for group and individual students
 - Available to students 3 hours between 1:00-6:00pm
 - Teaching Synchronistic classes
 - Supporting student learning anachronistically – providing feedback, answering questions (email, phone, teams, canvas), grading assignments
 - Developing mini lessons to adjust instruction for group and individual students
- C. Considering the length of grading cycles (9 weeks), consistent timely feedback is very important for student success. Student feedback should be given daily, and grades should be updated no less than once per week.
- D. Teacher will deliver live, synchronous lessons that will be recorded and shared for asynchronous instruction or teachers may create video lessons and post for asynchronous learning
- E. Educators and students in the virtual academy program will not be expected to participate in live synchronous instruction for the entire duration of the school day.
- F. Virtual Academy unit members will work on-site on Principal directed Wednesdays to support students and families, including teaching their mentoring class. In addition, on Teacher Directed Wednesday weeks, unit members will work on site at least one afternoon, schedule to be negotiated each 9-week cycle by the team of teachers and principal.
- G. In accordance with WA state and KSD testing accountability regulations, unit members will be in-person with students during tests (SBA, WELPA, etc.) that require students to be in-person.

VI. Class Size and Maximum number of students in a day

- A. Class size will follow Article VII of the Collective Bargaining Agreement. In terms of overall teacher load, we will be referring to the maximum number of students an educator can see in a day. A unit members maximum number, grades 6-12, shall be no more than 149 students, which includes their 29 mentees.

VII. Evaluation

- A. Virtual Academy unit members shall be evaluated in accordance with Article VIII of the Collective Bargaining Agreement. The Virtual Academy Evaluator will not use video lessons or recorded sessions for evaluation purposes unless the member shares them as evidence or artifacts to support their evaluation.
- B. For the 2022-2023 school year, Virtual Academy teachers, if possible, will choose a Focus area for the 22-23 school year, therefore, not negatively impacting their overall comprehensive evaluation rating. Teachers on the comprehensive will work with the principal to understand the expectations of the CEL 5D evaluation in a virtual setting.

- C. Items that cannot be measured in an online environment will be placed on an agenda for problem solving.

VIII. Compensation

- A. For the 2022-2023 school year, KSD agrees to continue to pass through the state \$5000 NBCT base stipend and will also pay the additional \$5000 stipend for those unit members who are coming from a KSD "High Poverty" home school.
- B. Virtual Academy unit members will have 12 paid professional development days to be completed prior to the August pre-service days, plus 8 additional days to be used during the contracted 22-23 school year. The 8 additional days will be planned in collaboration with both unit members and the building administration to be delivered throughout the school year.

IX. DURATION

This Memorandum of Understanding shall be in force from July 1, 2022, through June 30, 2023, unless or until it is extended with the mutual agreement of both parties.

KENT EDUCATION ASSOCIATION


Tim Martin, KEA President

KENT SCHOOL DISTRICT


Israel Vela, Interim Superintendent
Kent School District