



MEMORANDUM OF UNDERSTANDING
AMENDMENT BETWEEN
THE SPOKANE SCHOOL DISTRICT
AND
THE SPOKANE EDUCATION ASSOCIATION
REPRESENTING
CERTIFICATED EMPLOYEES

As agreed to in the 2022-2025 Collective Bargaining Agreement, the District and Association formed a workgroup in the Spring of 2023 to evaluate and refine Spokane Virtual Programming moving forward. The following is the new language agreed to by both parties and can be located as Addendum J (updated August 17, 2023).

Section 35 – Online Learning (Spokane Virtual)

- A. Except as noted in this section, all other provisions of the Agreement apply to employees with Spokane Virtual online class assignments.
- B. Online class positions shall be filled by District employees only.
 - 1. For exceptional circumstances, the District may enter into a multi-district consortium for online learning.
 - 2. If the District enters into a multi-district consortium for online learning, the Association shall be notified and the District shall make every effort to have a current District employee teach the class.
- C. No employee can be assigned more than 0.2 FTE in the super contract in SV.
- D. Synchronous and Asynchronous
 - 1. The District offers both Synchronous and Asynchronous virtual learning.
 - 2. Employees housed in buildings but who work for SV, shall not be required to be part of the facility fail-to-fill rotation, duty schedule, attend staff meetings, principal directed time. ASV employees shall provide fail-to-fill support within their program as well as attend staff meetings and principal directed time.
 - 3. Evaluations shall be completed by the Administrators of Spokane Virtual.
 - 4. SV Synchronous employees will work from a District space and shall have an enclosed, private workspace to ensure confidentiality for students and to ensure

a quality learning and working environment to the greatest extent possible and where it matches the role of the employee. If there is concern about facilities, it will be brought to Labor Management.

5. Spokane Virtual will have a designated counselor.
6. SV will follow the Student Behavior Support – Article III, Section 6 of the CBA to include the MTSS flowchart.
7. A nurse will be identified to support students and teachers will contact Nursing Administration to obtain contact information when needed.
8. SV Asynchronous employees who have a SV assignment as part of their 1.0 FTE may choose to work from an alternate location and time and will submit their proposed location and time to their SV supervisor.
 - a. This also applies to SV Asynchronous employees who have 0.1 - 0.4 partial FTE with SPS only in SV.
9. SV Asynchronous Classroom teachers who are solely with SV for 0.5 - 1.0 FTE will work a 35 hour work week and will have access to all other provisions of this agreement apply regarding workday (WAC, Prep, Lunch) and also shall consists of:
 - a. Teaching/Student Access Time: twenty (20) hours per week of student access time will be scheduled by the employee and reviewed and approved by SV Administration on a minimum of five (5) days.
 - b. The onsite requirement will be 20 hours per week on a minimum of four (4) days a week. These 20 hours may be inclusive of prep time, WAC time or student Access time.
 - i. The district will support finding individual workspaces for each employee. These spaces shall have an enclosed, private workspace to ensure confidentiality for students and to ensure a quality learning and working environment.
 - ii. Staff will be required to be on a SPS site or a supported site of SPS (I.e., Spokane libraries) and can be flexed between the hours of 5:30 am and 8:00 pm Mon-Fri, to provide access to students/parents developing new lessons grading, inputting data, etc.
 - iii. Each certificated staff must communicate both their teaching/student access time and their onsite schedule to their SV supervisor prior to the start of the week. Staff are required to badge in at the site they are working from. Any changes to the

onsite schedule will be communicated at the conclusion of the week.

10. Teachers will work with their administrator to address technology needs to address impacts of aging technology on instructional demands. Priority consideration will be given to SV teachers due to their primary tool being their instructional computer.

11. Teachers will be informed if students have an IEP or a 504 plan.

- a. Families will be informed, prior to student enrollment in SV courses, that all related services (e.g., OT, PT, SLP) will be provided by the home school in person.

E. Synchronous:

1. Elementary Schedule:

Time	Teacher	Student
8:00 – 8:30	WAC Time	Arrive at 8:30
8:30 – 11:30	Live Synchronous Teaching	Live Instruction
11:30 – 12:00	Lunch	Lunch & Recess
12:00 – 1:00	Office Hours – Students 1:1, Parents 1:1	Asynchronous Learning/Intervention: <ul style="list-style-type: none"> • ELD Support time (through neighborhood school) • Reading Intervention (through teacher during office hours) • Check & Connect (through SV Counselor) • Core Asynchronous Instruction (Dreambox, Lexia, Team assignments, extension activities, project-based learning, etc) that is outlined in their WSLP with their teacher
1:00 – 1:55	Prep (275 mins/week)	
1:55 – 3:00	ALE Reporting / WSLP Progress Monitoring & Asynchronous Instruction (Non-Core Subjects e.g. Art)	
3:00 – 3:30	WAC Time	Dismissal

- a. The school day will follow the elementary school schedule from 8:30 a.m. – 3:00 p.m. with a break for lunch and student independent work time.
- b. The Live Synchronous Teaching block will include a whole group class meeting and whole group instruction. During this time the classroom teacher will provide instruction that covers Math, English, Social Studies, Science, and Social Emotional Learning.

- c. During Asynchronous Teaching the classroom teacher will provide instruction for electives such as Art & Library (Ed Tech) utilizing asynchronous coursework shells.–The District will create the Asynchronous LMS shells for Art and Library. The classroom teacher will be responsible for grading and ensuring that the students complete the work outlined in the shell.
- d. Fitness & Health will be taught asynchronously by a Fitness/Health teacher For the 2023-24 school year, the caseload will be 0.1 FTE for every 1 synchronous classroom served. The parties will reconvene during 2nd semester of the 2023-24 school year to discuss the FTE based on the caseload for the subsequent school year.
- e. Interventions will be provided to students by their teacher during the Office Hours 1:1 Student time, using the same criteria by which students in brick-and-mortar environments are identified.
- f. Students with IEPs require additional support and differentiated instruction. To ensure that students receive this support, class sizes will be reduced by 0.5 for each student with an IEP in a class.

2. Secondary Schedule:

Time	Teacher	Student
8:30 – 9:00	WAC Time	Arrive at 9:00
9:00 – 12:00	Live Synchronous Teaching	Live Instruction & Independent Work
12:00 – 12:30	Lunch	Lunch
12:30 – 1:40	Office Hours – Students 1:1, Parents 1:1 & ALE Reporting / WSLP Progress Monitoring	Asynchronous Learning/Intervention: <ul style="list-style-type: none"> • SV Asynchronous Elective Courses • ELD Support time (through neighborhood school) • Check & Connect (through SV Counselor) • Core Asynchronous Instruction (Team assignments, extension activities, project based learning, etc) that is outlined in their WSLP with their teacher
1:40 – 2:35	Prep (275 mins/week)	
2:35 – 3:30	Separate Asynchronous 0.2 Course	
3:30 – 4:00	WAC Time	Dismissal

- a. Students will have content delivered in three (3) instructional blocks. One (1) block will be for Humanities, one (1) for STEM, and one (1) for

Electives/Interventions. During this time the classroom teacher will provide Social Emotional Learning.

- b. The school day will follow the middle school schedule from 9:00 am – 3:30 pm with a break for lunch and student independent work time.
- c. The Live Synchronous Teaching block will include whole group instruction per grade level. During this time the ELA/Social Studies and Math/Science teachers will provide instruction in their subject areas
- d. Students with IEPs require additional support and differentiated instruction. To ensure that students receive this support, class sizes will be reduced by 0.5 for each student with an IEP in a class.
- e. The District will strive to keep teacher continuity when addressing overload. Overload remedies shall apply commensurate with the language in the other workload sections of the contract.

F. SV Case Management Supports

IEP oversight and additional academic support are provided by the Spokane Virtual Special Education Facilitator in coordination with four full-time paraeducators as determined by the needs of the students. For the 2023-24 school year, the caseload will be no more than sixty (60) students for a 1.0 teacher with four (4) paraeducators who will work in the same building location as the Facilitator and will be reevaluated for the 2024-25 school year. If the program is not fully staffed with four (4) paraeducators, the District and Association will meet immediately to adjust the workload. The Facilitator will maintain data on IEP goal growth, attendance to services, and communication with parents and teachers.

The Special Education Facilitator will be provided with up to thirty-five (35) hours of pay at per diem rate on a prorated basis in recognition of IEP/Evaluation case management needs.

1. Blended Synchronous/Asynchronous (Grades 1 – 8)

- a. The Facilitator will be responsible for the coordination and implementation of the Individualized Education Plan (IEP) targeting the needs of each child based on their IEP goals.
- b. AM (8:30 – 11: 30) Students will be in their synchronous instructional block delivered by the Classroom SV teacher. The classroom teacher and the Facilitator will develop and create appropriate, accessible virtual classroom materials and specially designed instruction.
- c. PM (12:15 – 3:00) The Facilitator will coordinate the delivery by the paraeducators to support in specified content areas as applied: reading,

writing, language and vocabulary, math, assistive technology, study skills, and problem-solving.

2. Asynchronous (Grades K – 12)

- a. The Facilitator will be responsible for the coordination and implementation of the Individualized Education Plan (IEP) targeting the needs of each child based on their IEP goals.
- b. Inclusion: The Facilitator will be the teacher of record for specially designed classes and may deliver instruction in specified content areas such as: reading, writing, language and vocabulary, math, assistive technology, study skills and problem-solving.
- c. The Facilitator will coordinate the delivery by the paraeducators to support in specified content areas

G. Asynchronous

1. All teachers shall adhere to ALE documenting and reporting requirements (beginning of course, weekly, monthly, unsatisfactory progress). A certified teacher will follow reporting requirements, and if there is a situation where an employee is on an approved leave and is not able to complete the weekly reporting requirement, the SV administrator will create a plan, which may include a rotation, similar to the fail-to-fill rotation to cover staff on leave or the administrator will place a qualifier in the ALE documentation.
2. Asynchronous Office Hours
 - a. Elementary District Partnership/Intervention SV teachers with 1.0 FTE or greater will host a minimum of three (3) office hours/learning labs per week. At the employee's discretion, one (1) of these three (3) hours can be offered as virtual office hours. The employee will communicate with students and families the days, times, and location of each office hour/learning lab at least monthly. Records of attendance will be kept.
 - b. Elementary Full Time SV teachers with a 1.0 FTE or greater will host a minimum of three (3) office hours/learning labs per week. If any portion of the employee's caseload includes local students, a minimum of one (1) office hour/learning lab will be offered in person at a District or District partnership facility. The other two (2) office hours could be offered virtually. The employee will communicate with students and families the day, times, and location of each office hour/learning lab at least monthly. Records of attendance will be kept.
 - c. Middle/High School employees with a 1.0 FTE or greater of SV will host a minimum of three (3) office hours/learning labs per week. These office

hours will be held in person at a District or District partnership facility. The employee will communicate with students and families the days, times, and location of each office hour/learning lab at least monthly. Records of attendance will be kept.

H. Class load for SV shall be:

1. Elementary Synchronous: Class size shall follow general classroom caseload.
 2. Elementary Asynchronous Full Time: Class size shall follow general classroom caseload.
 3. Elementary District Partnership/Intervention: For every 0.2 FTE, caseload shall be 26 students with a maximum caseload of 130. Caseload above 130 students will generate additional FTE.
 4. Secondary Teacher who have elected to take a super contract will have a class size as outlined below:
 - a. Core Contents: 35 per 0.2 FTE
 - b. World Language: 30 per 0.2 FTE
 - c. PE: 50 per 0.2 FTE
 - d. Electives: 45 per 0.2 FTE
 5. Secondary Teachers, who have SV as part of their contracted teaching FTE shall have a caseload outlined as follows:
 - a. Core Contents: 32 per 0.2 FTE
 - b. World Language 30 per 0.2 FTE
 - c. PE 40 per 0.2 FTE
 - d. Electives 35 per 0.2 FTE
- I. Workload language as described earlier in the Agreement, including the class size reduction by 0.5 language, shall apply to all Elementary asynchronous classes.
1. Overload only applies if the employee is at a 0.2 FTE.
 2. For semester long classes, class size shall be determined at the end of the third week of each semester. If enrollment exceeds the class size limits as outlined in the Agreement, overload provisions shall apply. Employees are notified by the

15th of each month what their FTE and/or overload has been set at for that month.

3. For credit retrieval programs or other classes where the enrollment may fluctuate, overload shall be calculated at any time enrollment exceeds class size limits in the month.
4. The District will strive to keep teacher continuity when addressing overload.
5. All other overload options outlined in the CBA shall be available for SV teachers, to include adding additional FTE through super contracts.
6. At the start of each semester, classes will be reevaluated after fifteen (15) school days to determine any necessary changes due to enrollment fluctuation.
7. Enrollment priority will be given to regional students.
8. District will provide grade level curriculum resources.
9. Teachers shall utilize provided District curriculum designed/adapted for online learning platform.
10. The designated grade span teacher is responsible for monitoring and grading Art and PE to meet the needs of ALE.
11. Teachers shall have planning time and collaboration consistent with comprehensive schools. This shall be scheduled by the principal in alignment to the District schedule.

J. Hiring for SV Supplemental/Super Contracts

1. SV staff who have served for two (2) consecutive years shall be offered a position for the following semester without being required to interview for the position, with the following considerations:
 - a. A position must be available in order for it to be offered to the employee.
 - b. Employees who have been notified of concerns and supported to make improvements may not be offered a position for the following term, if improvements have not been made. The current employee may apply for the position(s).
 - c. SV seniority shall be determined by continuous SV experience with the exception of a maximum of one (1) missed school year. Once an employee misses more than one (1) school year, SV seniority starts over.

- d. The two (2) consecutive years applies to Synchronous and Asynchronous separately.
 - e. If more than one SV staff with two (2) years of consecutive service are interested in the supplemental contract; with more interested SV staff than available opening, interviews will be conducted.
- 2. Hiring for summer school shall follow the language as set forth in the collective bargaining agreement.

K. Compensation for Online Classes

1. Super Contracts

- a. For classes at or below 60% of the caseloads above, the pay shall be at 0.1 FTE of the employee's current placement on the Salary Schedule.
- b. For classes at 61% or above of the caseloads above, the pay shall be at 0.2 FTE of the employee's current placement on the Salary Schedule.

2. Online Assignment as Part of Base Contract

- a. Compensation is based on the employee's current placement on the Salary Schedule, including all other stipends included in this contract.
- b. These positions are eligible for benefits consistent with other provisions of this Agreement.

L. Preparation Time

- 1. A super contract for online learning includes a pro-rated allocation for preparation time to plan, grade assignments, communicate with parents, etc.
- 2. For employees with online assignments as part of regular FTE, preparation time is determined consistent with the preparation provisions of this contract.

M. Pay for curriculum development

- 1. Employees shall be paid at the curriculum rate of pay for online class curriculum development.

N. Full year supplemental contracts may be issued for year-long classes.

O. Evaluation

- 1. If an employee's majority assignment is at a school, the primary evaluator shall be a building administrator. The SV supervisor may be a contributing evaluator.

2. If an employee's majority assignment is with SV, the primary evaluator shall be the SV program administrator.
3. All other applicable provisions shall be found in the Evaluation section of this contract.

P. Supplies and Materials

1. All employees assigned online classes, either as a super contract or as part of their contracted FTE, shall be assigned a District laptop and given appropriate software for the duration of the course.

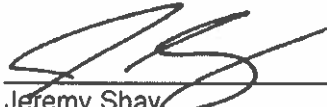
Q. Support

1. The District shall offer technical support for all employees teaching online classes.


R. Layoff

1. There will be no super contracts offered in SV until all qualified employees from the recall pool have been offered SV-FTE.

FOR THE ASSOCIATION:



Jeremy Shay
President, SEA

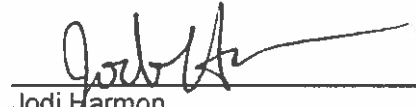


Laura Treece
Vice President, SEA


9-6-23

Date

FOR THE DISTRICT:



Jodi Harmon
Executive Director, Human Resources



Stephanie Busch
Director, Staffing & HR Operations

9/7/23

Date