

**MEMORANDUM OF AGREEMENT  
BETWEEN  
SEATTLE SCHOOL DISTRICT NO. 1  
AND  
SEATTLE EDUCATION ASSOCIATION  
VIRTUAL OPTION PROGRAM PILOT**

The Seattle Education Association (“SEA”) and Seattle School District No. 1 (“District”) enter into this Memorandum of Agreement (“MOA”) in support of the District’s K-5 Queen Anne Elementary Virtual Option Pilot Program (“VOPP”) for the 2021-22 school year to address working conditions for both certificated and classified SEA-represented VOPP staff. In this MOA, the terms “Educator(s),” “Staff,” or “Employee(s)” are used to refer to SEA-represented certificated and classified staff, unless otherwise specified.

The Parties agree to the following:

- A. Collaborative Site-Based Decision Making. The District and its employees share the common purpose of maintaining and improving the performance of the District in serving students. To integrate the Virtual Option Program Pilot with the school, the school’s BLT will collaborate with VOPP staff to be informed on issues ahead of making VOPP-related decisions.
  1. To integrate the VOPP into the school community, the BLT will include at least one VOPP Educator in addition to having a non-voting seat available for one parent/guardian who has a student enrolled in the VOPP.
  2. To integrate the VOPP into the school community, the RET will include at least one VOPP Educator.
  3. Staff will each be paid equal shares of the BLT and RET stipends. The regular stipend amounts for a BLT and RET are each \$3,848.37. Each BLT and RET stipend will be increased as needed to keep the amount received by each Staff equal to the amount they would have received had the additional VOPP-reserved seats required by this MOA not been added. Classified Staff will submit a time sheet for hours equivalent to their share of the stipend.

4. The QAE budget has line items specific to the VOPP that are in an amount proportional to the program's student population. BLT members will consult with VOPP staff prior to participating in VOPP budgetary discussions and ahead of budgetary votes impacting the VOPP.
- B. **Workspace.** Any assigned District-owned workspace will comply with the layered mitigation strategies outlined in the Parties' Health and Safety MOU. Administration will work with the employee to schedule use of various workspace options which include working onsite at QAE, working onsite at another District building, or working remotely at a site mutually agreed upon by administration and the Educator. Employees will have separate workspaces available onsite at QAE to meet the scope of students' needs. In the event of workspace insufficiencies due to physical space limitations, VOPP Staff will collaboratively work with the VOPP administration to find resolution.

Every VOPP Educator will be provided a monitor (for dual screen), document camera, headset with microphone, and keyboard for use while they are assigned to the VOPP. The District will provide laptops to VOPP Staff that support Employee technology platforms, software, and tools identified and approved for use by the District that are utilized in the Employee's work. VOPP Staff may use their District-provided technology and materials in either in-person or remote work settings.

- C. **Materials and Supports.** The District will provide training, materials, and supports to enable all Employees to:
1. Understand and provide virtual SEL strategies to students.
  2. Appropriately provide and manage safe, inclusive, culturally responsive, and welcoming online learning for students while suppressing unsafe digital interactions.
  3. Recognize and respond to students who may engage in unsafe digital interactions in a way that is least disruptive to the student-school relationship, maximizes instructional time, and reduces out of instruction consequences. The focus will be on addressing unsafe digital interactions through a restorative lens of racial equity and anti-racism.

4. The District will make accessible the current policies and procedures that pertain to maintaining professional staff and student boundaries in virtual learning environments. The District will provide further guidance and support on what is effective and encouraged as well as what is ineffective or inappropriate in virtual learning environments utilizing the remote “look-fors” from the 2021-2022 school year prior to October 15, 2021.
  5. To support the instruction of Educators, the VOPP Principal in collaboration with Staff will create and implement a pickup and/or delivery system for the distribution of school supplies, curricular materials, and the necessary technology, to include mailing, if necessary, which will be coordinated by school buildings/programs, and the system communicated to all itinerant/building staff.
  6. The District will provide appropriate levels of central office technology support to students and families, including language interpretation to support VOPP Staff in their implementation of student instruction.
  7. Curriculum access for VOPP Staff will align with current in-person materials. VOPP educators will have access and training on online resources for District-approved curriculums K-5.
  8. District will provide materials, professional development/trainings, tools for data collection, software, and equipment to implement students’ IEPs. Sensory disability materials and training will be included (ex: Braille displays, large print, continuous closed captioning). All trainings will be accessible.
- D. Synchronous/Asynchronous Instruction Model. A VOPP Educator’s workday will be in accordance with the Washington Office of Superintendent of Public Instruction’s instructional model Continuous Learning 2.0. Educators will provide a daily minimum of 70% synchronous instruction and a daily maximum of 30% asynchronous instruction.
1. Synchronous online instruction is defined as scheduled, real-time instruction between the student and an educator or a district staff that is supervised by an educator and provides opportunities for live, two-way interactive communication online.

2. Asynchronous instruction is defined as instruction that is prepared by an educator and occurs away from the physical school setting without two-way interactive communication.

E. Staffing / Workload.

1. Recognizing the distinct operational differences between in-person and virtual instruction in a school setting, the Parties agree that equitable distribution of additional non-classroom duties will be determined within, and not across, the respective in-person and virtual instruction educator groups. The District will allocate sufficient FTE to meet the elementary class size ratios as outlined in Article IX, Section D of the Cert CBA.

In the event of coverage for unfilled staffing vacancies or unfilled substitute jobs, certificated staff and classified staff will be compensated according to the CBA. The District will provide technical/technology resource support to certificated and classified substitutes to ensure the readiness and availability of virtual substitutes for the VOPP.

2. Employees who split their FTE to serve students at VOPP and at another school or program will collaborate with their administrators to ensure employee work responsibilities, including meetings, will reflect the proportion of FTE allocated to that program or building/worksites. The initial meetings with staff and administrators will occur no later than September 15 or within two weeks of hiring. If the administrators and employee cannot reach a mutual agreement on the employee's schedule, a meeting may be initiated by either party and shall be scheduled upon request with the appropriate executive level administrator, principals, the impacted employee, and an SEA representative.
3. If the District expands the enrollment to include more students in VOPP at any School Site beyond current capacity (as of September 1, 2021) or the District decides to not continue offering the VOPP, building staffing levels at District

schools impacted by student enrollment in VOPP will not be reduced before the end of the first trimester.

F. Evaluations. Administrators performing evaluations for VOPP Staff will be provided training and information on the remote “look-fors” for both classified and certificated staff.

G. Special Education. Special education services in the VOPP will be delivered virtually unless otherwise determined as necessary by a student’s IEP team. Staffing ratios will comply with the current CBA and follow the CBA language regarding overages and under-enrollment. *See Cert CBA, ARTICLE IX, Section F, 1 Staffing Ratios.*

1. Itinerant Special Education Staff, ESAs and Nurses. Itinerant Special Education Staff (Vision Services, ITOD, etc.), ESAs, and nurses will support VOPP students. Evaluations will be conducted either virtually or in-person as determined by the evaluating ESA. If conducted in-person, services will be conducted by appointment only and will follow the layered mitigation strategies detailed in the Health and Safety MOU when conducted on District property. Services may be provided in-person or in a virtual setting as determined by the student’s IEP team. The in-person service location will be determined by student need and service type. The IEP team may consider in-person services to be delivered at the VOPP School Site, the student’s home, or the student’s neighborhood school. If services are provided in the student’s home, appropriate enhanced PPE (e.g., surgical masks, disposable gowns, face shields, KN95 masks) as described under Public Health Seattle & King County guidance and the MOU will be made available to the Employee in coordination with their supervisor. Further, ESAs licensed by the Washington State Department of Health who provide services directly to a student which do not take place in-person is providing telehealth. These providers are subject to applicable federal and state law regarding the provision of telehealth services.

2. ESAs. ESAs working with VOPP students will be provided the technology, supplies, and related equipment and materials needed to perform their work in a

virtual environment. The ESA PLT, team leader, and supervisor will staff VOPP ESA positions based on current workload data following CBA staffing ratios and will utilize CBA Article IX.7 to manage any shortage or vacancies in staffing. In addition, ESA caseloads will be monitored quarterly by team leads and supervisors, who will attempt within reason and in good faith to provide equity in workload distribution with consideration given to the VOPP student population and ESA travel and technology needs. When parties do not agree about an assignment, the supervisor will utilize outside contractors until or unless an agreement is reached. Each VOPP ESA's worksite will be determined between the VOPP Principal, ESA, and the ESA supervisor based primarily on student needs with consideration given to available space, and VOPP Principal and ESA preference.

A private space will be made available for in-person evaluations to assure privacy. To help protect student privacy, these workspaces will contain a lockable filing cabinet for FERPA-protected student records and a headset with microphone. Other equipment such as a document camera, second computer screen, docking station, external mouse, and keyboard will be provided if reasonably determined to be needed by the ESA. Only one ESA at a time will use the space. ESAs will coordinate and plan service schedules to reserve shared office space using the District's room reservation system. If there are questions or scheduling conflicts, the issue will be brought to the team leads of the respective departments and the ESA's supervisor for resolution. When the designated shared office space is overscheduled, any alternative space provided will also contain the elements listed above.

#### H. Communication.

1. The VOPP will be a standing agenda item for all District/SEA LMC meetings for the 2021-22 school year.
2. The District and SEA will meet at the end of the year to review and discuss VOPP’s overall progress, and applicable reports, data, and program feedback (gathered from the community and impacted Staff) with the intention to formulate and identify areas for improvement if VOPP is determined by the District to continue. A summation of the end-of-year review will be shared with VOPP Staff.

I. Unforeseen Changes. The Parties recognize that unforeseen changes in working conditions or conditions that may impact the potential sustainability of the program may arise in the ongoing pilot development during the 2021-22 school year. The Parties agree to bargain in good faith and collaborate to address the issues as they arise and resolve in a formal agreement.

H.J. Term. This MOA will become effective upon execution and will terminate on June 30, 2022.

THIS MOA SHALL BECOME EFFECTIVE AS OF THE LAST DATE OF SIGNATURE. BY SIGNING BELOW, EACH SIGNATORY REPRESENTS IT HAS THE AUTHORITY TO EXECUTE THIS AGREEMENT.

SEATTLE SCHOOL DISTRICT NO. 1

SEATTLE EDUCATION ASSOCIATION

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Authorized Signature

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Authorized Signature

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Printed Name

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