MEMORANDUM OF UNDERSTANDING

This **MEMORANDUM OF UNDERSTANDING** is executed this the _____ day of June, 2021, by and between the **NORTHWEST LOCAL SCHOOL DISTRICT BOARD OF EDUCATION** (hereafter the "Board") and the **NORTHWEST ASSOCIATION OF EDUCATORS** (hereafter the "Association").

WHEREAS the Board and the Association are parties to a Collective Bargaining Agreement (hereafter the "Agreement"), the effective dates of which are July 1, 2021 through June 30, 2024; and

WHEREAS, the parties wish to establish parameters for the Board's provision of blended learning during the 2021/2022 school years and beyond.

NOW, THEREFORE, BE IT AGREED upon by the Board and the Association as follows:

1. Blended Learning Definition: Instruction in a combination of virtual and in-person learning environments whereby the student has some element of control over time, place, path or pace of learning.

2. Full-Time Blended Learning:

- a. Length of Day-Flexible workday of 7 hours and 30 minutes, inclusive of plan time and lunch. The flexible workday shall be agreed upon between the teacher and the administrator in writing.
- b. Schedule- It is the teacher's responsibility to create a schedule that is conducive to student learning in collaboration with the program Supervisor/Administrator.
- c. Communication- The District and teachers are committed to providing consistent timely communication with students and families similar to in-person learning.
- d. Work Area- Teachers will teach their courses from an assigned location within the District.
- e. Evaluation: Conducted by administration in a virtual setting following the same evaluation procedures set for in-person teachers. The administration will conduct evaluations in a live virtual setting, and not conduct an evaluation on a record session unless mutually agreed upon by the administrator and the teacher.
- f. Professional Learning- The District is committed to providing professional development and available resources necessary for blended teachers to complete their duties. This may be different than that of a regular classroom teacher.

h. Student caseloads and teaching assignments may include multiple grade levels, subjects, and courses. Teaching assignments will be consistent with licensure and certification.

3. Hybrid Blended Learning:

- a. Hybrid Blended Learning is defined to include a teacher being assigned in-person and remote students within the same class or daily schedule (e.g. a bell of remote students).
- b. Hybrid teachers are required to teach their courses in their assigned building.
- c. Evaluation: Conducted by administration in a virtual setting following the same evaluation procedures set for in-person teachers. The administration will conduct evaluations in a live virtual setting, and not conduct an evaluation on a record session unless mutually agreed upon by the administrator and the teacher.
- d. Professional Learning- The District is committed to providing professional development and available resources necessary for hybrid blended teachers to complete their duties. This may be different than that of a regular classroom teacher.
- 4. The District shall ensure that the student Code of Conduct prohibits parents and/or students from recording or posting virtual teaching sessions.
- 5. Teachers working in the full-time blended learning model will maintain their seniority in the District. In the event the teacher desires to return to in-person teaching, the Board needs to reassign the teacher, or the program is discontinued the Board will make its best effort to reassign the teacher to an open position within their prior school building based on the teacher's licensure and certification.
- 6. Blended Learning Team will meet annually to reassess the program and ability to modify MOU or blended learning standards as needed. Any modifications to this MOU must be approved in writing by Association leadership and Board leadership.
- 6. This MOU shall expire on June 30, 2024.
- 7. The Board and Association acknowledge, agree and understand that nothing contained herein shall be construed or utilized as "past practice" or "precedent setting" in any related or unrelated, current or future grievance, arbitration, litigation or matter of contract interpretation involving the Board and the Association.
- 8. The terms of this MOU shall control over any conflicting provisions in the Agreement.

Executed on the date noted above by the duly authorized representatives of the Board and the Association.

NORTHWEST LOCAL SCHOOL NORTHWEST ASSOCIATION

| DISTRICT BOARD OF EDUCATION | OF EDUCATORS | |
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| Superintendent | Association President | |