

## Memorandum of Understanding

### Los Angeles Unified School District and United Teachers Los Angeles

#### TK-12 Virtual Academy

This Memorandum of Understanding (MOU) is to memorialize an agreement between the Los Angeles Unified School District and United Teachers Los Angeles regarding Virtual Academy programs:

1.0 In accordance with Article IX, Section 1.0, it is agreed that the professional workday of a full-time regular employee requires no fewer than eight hours of on-site and off-site work and that the varying nature of professional duties does not lend itself to a total maximum daily work time of definite or uniform length.

2.0 Sign-in and Sign-out: All employees will enter their initials on a digital time card provided by the district. Upon each arrival to and departure from, those employees assigned to a school/work location, will enter their initials on a sign-in sheet/form located at the site.

3.0 Record of Assignments (ROAs) shall be completed at minimum, every 2 weeks in accordance with the District's Independent Study Policy. To support this process, after the instructional day, Friday afternoons when ROAs are due shall be reserved for completing ROAs and preparing materials for the new ROA cycle.

4.0 Teachers shall ensure online video conference links are current at all times and provided to administrators.

5.0 Virtual Academy Workday

A. The on-site obligation for teachers is from 8:00 a.m. to 2:50 p.m. daily, except when Faculty, Staff Development, Grade Level, or Committee Meetings are scheduled until 3:50 p.m.

BA. Morning Duties:

(1) Elementary teachers shall provide synchronous daily instruction for 3 hours each day, excluding 20 minutes of break time scheduled at the teacher's discretion. During this time, teachers are expected to have video conference cameras on during synchronous time, but may turn cameras off during break time.

The time shall be scheduled as follows:

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a. 30 minutes per day for Advisory to include but not be limited to announcements, Social-Emotional Learning (SEL), Career Instruction, student participation record keeping, and school events.

(2) Secondary teachers shall provide daily live instructional support for 3.5 hours each day including two 10-minute breaks at the teacher's discretion between synchronous periods. Teachers are expected to have video conference cameras on during synchronous time but may turn cameras off during asynchronous and break time. Teachers are expected to keep the video conference open to allow for drop-in students who may have questions during asynchronous time.

The time shall be scheduled as follows:

- a. 30 minutes per day for Advisory to include but not be limited to announcements, Social-Emotional Learning (SEL), Career Instruction, student participation record keeping, and school events.
- b. Three 60-minute academic periods with no less than 45 minutes per period for live instructional support ("synchronous instruction") i.e. whole-class lessons, opportunities for real-time interaction, discussion, small groups, feedback, and immediate instructional support during lessons.

CB. Afternoon Duties:

(1) Teachers shall be required to attend no more than one mandatory Professional Development or Professional Learning Team meeting per week on Tuesdays at ~~2:00~~ 1:50 p.m. These meetings shall not exceed one hour in duration.

(2) Teachers will be required to attend no more than one Faculty, Grade Level, Staff Development or Committee meeting per week. No employee shall be expected to attend more than 30 such meetings per school year (but not more than four in any month). These meetings shall not exceed one hour in duration.

(3) Teachers shall conference with students and parents weekly to discuss the pupil's progress and document it in the MiSiS Contact Log, plan lessons, grade assignments, document each pupil's participation in live interaction and synchronous instruction on each school day, complete the subsidiary agreements, Record of Assignments (ROA) and supervising and approving coursework and assignments in accordance with the District's Independent Study

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Policy. The manner of communication shall be mutually agreed upon and determined by the teacher and parent (i.e. phone, in person, video conference).

- a. Teachers shall provide administrators with a schedule of weekly ROA meetings with students and parents upon administrator request.

(4) Video conference presence shall not be required solely for administrative PM duties such as MISIS entry, work evaluation, lesson planning, ROA evaluation, Daily Participation record keeping, parent communication, etc. but may be needed when necessitated by the work including but not limited to ROA meetings, parent-student conference, parent meetings, intervention, clubs, IEP, Professional Learning, and Faculty Meetings.

D. Local School Leadership Council (LSLC): The LSLC of each Virtual Academy will follow and have purview over the obligations set forth in Article XXVII of the parties Collective Bargaining Agreement.

6.0 Evaluation Teaching and Learning Framework Appendix: Learning in Virtual Environments, as outlined in this agreement, shall govern and provide specific guidelines, responsibilities, and processes pertaining to Virtual Academy related assignments, roles, and expectations when evaluating teachers as outlined in the Appendix provided by the District. Should any proposed changes to the August 2022 Teaching and Learning Framework Appendix occur, UTLA will be notified to allow for the parties to meet and confer in alignment with the District's obligations under EERA.

#### 7.0 Class Assignments within the General Education Setting:

##### A. Live Instructional Support - Secondary

- (1) The District will make every effort to program/schedule secondary classes to support core content/subject area alike rotation periods.

##### B. Grade Levels – Elementary and Secondary

- (1) While Independent Study is considered ungraded, the District will make every effort to:
  - a. Program single grade level elementary classes.
  - b. Program secondary core content classes not to exceed two consecutive grade levels.

#### 8.0 Special Education:

##### A. Participation in IEP Meetings:

- (1) IEP meetings shall be equitably rotated among General Education teachers.

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(2) The school shall ensure classroom coverage for General Education teachers required to attend IEP meetings. In addition, they shall collaborate with impacted teachers on scheduling availability to minimize disruption to the instructional day and advanced Record of Assignment meetings with parents.

(3) Resource Teacher

a. Morning duties shall include providing services to students during both synchronous and asynchronous instructional time. Afternoon duties shall include making up service minutes with students, assessing students, preparing IEPs, and conducting IEP meetings.

b. In accordance with California Education Code, the maximum caseload for a RSP teacher shall be 28.

(4) Paraprofessional support may be provided to SPED teachers.

(5) The class size maximum for Special Day Programs in the Virtual Academy will continue as follows:

<b>Program</b>	<b>Class Size</b>
<b>Core Curriculum</b>	<b>12</b>
<b>Modified Core Curriculum</b>	<b>10</b>

9.0 Virtual Academy teachers shall participate in a matrix process consistent with Article IX-A and follow all timelines outlined in the Article.

(1) The matrix process shall recognize School Levels (elementary, middle, and high school) specific to each VA school. Only Special Education is recognized as a Department within each VA school. Following the matrix process, if a vacancy becomes available at another level within the VA school (i.e. elementary, middle, secondary), a teacher assigned to that VA may request to fill the vacancy if the qualifications/credentials are met. The administrator will review the request, discuss with the chapter chair prior to making a determination as to the assignment taking into account seniority and educational program needs.

(2) If a teacher is notified of a change in their tentative assignment five calendar days prior to the first day of instruction, the teacher may request preparation time in accordance with Article IX-A, Section 2.0.

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10.0 In the event of overstaffing or reduction of teaching positions, the assignment and retention of teachers shall be determined based on seniority within school levels specific to each VA school.

(1) Should there be displacements, teachers may move between levels from high school, to middle, or to elementary if a vacancy is available and credential types are met within that Virtual Academy.

11.0 Professional Development training specific to Independent Study requirements may be offered as voluntary summer training Professional Development days. These days may be designated to include, but not limited to the following: Master Agreements, Record of Assignments, Schoology course set-up, and content coursework.

12.0 The District shall provide comprehensive onboarding for substitutes in extended assignments, including training in the use of digital tools and platforms and any other tools utilized by the District for instructional purposes. All substitute teachers shall be provided a computer to complete required duties when working on-site at the Virtual Academy.

13.0 Substitute teachers assigned to long-term placements shall be granted full access to relevant digital tools and platforms necessary to perform their instructional duties effectively. The District shall ensure timely permissions for online platforms to get into applications and training to facilitate the use of these tools.

14.0 Classrooms: To the maximum extent possible, no more than two teachers will be assigned to a classroom. Classrooms will be furnished with partitions/dividers and equipment to minimize sound disruption. Classrooms will have sufficient storage, including a secure space for teachers to store their personal and professional belongings.

15.0 Facilities: When necessitated by the work, access to designated spaces for student-centered meetings that require privacy in accordance with District Policy will be made available for employee use upon request.

16.0 Shared Space at District Facilities: Schools assigned to share a facility will work collaboratively to develop a plan that is conducive to the instructional and programmatic space being used by all schools.

17.0 Emergency Procedures and Safety Plans: To support employee safety, Virtual Academy teachers will observe the emergency procedures and drills of the shared site. Training for Virtual Academy teachers regarding the emergency procedures of the

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shared site will occur as soon as practicable. Virtual Academy teachers may participate and provide input to the development of and/or annual review of the site's safety plan. The schools' governing bodies, Local School Leadership Council, will work collaboratively to encourage the input of all stakeholders in the development and implementation of these plans. Access to the site's safety plan(s) will be made readily available to all bargaining unit members.

18.0 Instructional Equipment: All classrooms will be equipped with equipment conducive to virtual instruction. This includes a desktop or laptop for each teacher, updates to devices, and accessible Wi-Fi. Virtual Academy classrooms will be equipped with the same communication system as classrooms at the shared District site. Teachers shall not be required to use personal devices, personal email, or personal phone numbers for parent-student communication.

19.0 Employee Placement at School Sites: The district shall make available upon request a list of physical locations/sites in which VA staff are assigned/placed and room availability at each school site. Teachers shall be able to request a location change based on seniority should space at another site become available the following school year. The District shall also provide a list of employee placement and available rooms at each school site to the Chapter Chair of each VA upon request.

20.0 Temporary relocation: In the event of an emergency that requires the temporary relocation of Virtual Academy from a Welcome Center, teachers shall be allowed the option to report to work from home or, upon teacher request, at an available alternate District Site. At the conclusion of the temporary relocation, the teachers will return to their assigned Welcome Center at the beginning of the next instructional day. In the event of a permanent relocation of a VA Welcome Center, to the extent possible, teachers shall be given advanced notice, and upon space and availability, ability to request a Welcome Center of their choosing.

21.0 Parking: As referenced in Article XXXI, Virtual Academy teachers shall have equal access to on-site parking spaces.

22.0 Campus Access and Procedures: Virtual Academy teachers shall be assigned an appropriate workspace or classroom to meet the requirements of the assignment, including but not limited to room and restroom keys, access to copiers, updated computers or a laptop along with internet access. Employees shall also have equal access to all telephones and common areas such as the library, restrooms, lounges and lunch areas with the understanding that such access rights must be exercised in a

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reasonable manner. The District will facilitate collaboration among all schools to establish the entry and exit procedures for Virtual Academy teachers. All employees are expected to initial a form provided by the District upon each arrival at and departure from their assigned work location.

23.0 Administration and Support: Virtual Academies will have access to support from specific personnel assigned to their academies. Examples of support include, but are not limited to, parent conferences, personnel matters, emergencies, copies, telephone access, supplies, and technological issues.

24.0 Chapter Chair Release Time: Virtual Academy Chapter Chair will be released from their regular duties with no loss of pay for the purpose of attending to UTLA matters in accordance with Article IV, 6.0. For the purpose of attending UTLA Area and House meetings, chapter chairs may, with prior approval of the site administrator and when their duties reasonably permit, alter their PM duty work schedule by one hour. Chapter Chairs shall make up the released time by adjusting their work schedule in coordination with the onsite administrator.

25.0 In accordance with Article IX, Section 4.2, all duties required of each employee shall meet the test of reasonableness and shall be assigned and distributed by the site administrator in a reasonable and equitable manner among the employees at the school or center.

This MOU is non-precedent setting agreement is in effect through June 30, 2028 and may be renewed by mutual agreement of the parties.

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UTLA

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Date

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LAUSD

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