

**Memorandum of Understanding  
By and Between the  
Chula Vista Elementary School District  
and  
Chula Vista Educators**

**Virtual School First Year Pilot Program**

This Memorandum of Understanding (“MOU”) is entered into between the Chula Vista Elementary School District (“District”) and the Chula Vista Educators (“CVE”) regarding the negotiable impacts and effects of the District’s decision to create virtual schools as part of its independent study program, beginning in the 2021-22 school year. Included in this decision is the creation of a new certificated bargaining unit position, Elementary Virtual School Teacher, and revisions to Board Policy and Administrative Regulation 6158, which are attached to this MOU for the parties’ reference. The parties recognize that the Virtual School Program is new and that all of the negotiable impacts and effects are unknown at this time. Therefore, the parties agree that this MOU governs a first-year pilot program.

The parties agree as follows:

1. Transfers and Reassignments

For the First Year, the District may fill up to fifty percent (50%) of the unit member positions assigned to the school without reference to the provisions of Article 33, Transfer.

Fifty percent (50%) of the positions must be filled in compliance with the seniority requirements of Article 33, Transfer.

Order of Selection

The District shall fill the first twenty-five percent (25%) of the positions without reference to provisions of Article 33, Transfer.

The second twenty-five percent (25%) of the positions shall be filled in compliance with the seniority requirements of Article 33, Transfer.

The District shall fill the third twenty-five percent (25%) of the positions without reference to the provisions of Article 33, Transfer.

The fourth twenty-five percent (25%) of the positions shall be filled in compliance with the seniority requirements of Article 33, Transfer.

Odd numbers of positions remaining shall be filled in compliance with the seniority requirements of Article 33, Transfer.

For subsequent years, teacher vacancies will be filled in accordance with Article 33 Transfer.

No unit member shall be involuntarily or administratively transferred into the virtual school without mutual agreement.

At the end of the pilot year, any member assigned to the virtual school will have the right to transfer to another assignment via the displaced teacher process as outlined in Article 33.2. The District also reserves the right to initiate a transfer of a unit member out of the Virtual School Program as outlined in Article 33.5.

Unit members (including SPED personnel, counselors, psychologists, social workers, nurses, and VAPA) assigned to the physical school site housing virtual school teachers of record may be required to provide support services to virtual school students either online or in-person, but those unit members (1) will not be required to exceed their current caseload/class assignment maximums, or duty hours, and (2) will receive a one-time \$1,500 stipend for providing services both in person and virtually. If additional unit member services are needed at the physical site of the Virtual School beyond the current caseload/class assignment maximums, itinerant support staff may be assigned to provide support to the Virtual School students and will also receive a one-time \$1500 stipend.

2. Work Hours

The work hours for unit members assigned to a virtual school will be governed by Article 8, Hours, including that the school day not exceed a 7-hour work day, and includes at least 30 minutes of daily preparation time and a 45-minute duty-free lunch. An additional 30-minute preparation time will be provided daily. The school schedule will follow the schedule of the physical school site associated with the virtual school, and unit members will work at this location. Unit members will collaborate with administration to ensure all state mandated and district adopted program requirements are met including but not limited to: schedules, synchronous, asynchronous, daily live interaction, engagement or attendance monitoring.

3. Salary Placement

The new Elementary Virtual School Teacher position will be paid in accordance with the appropriate Teachers' Salary Schedules.

4. Supervision and Evaluation

- a. Unit members assigned to a virtual school will be under the direct supervision of and evaluated by the site administrator of the physical school site associated with the virtual school. Evaluations will be governed by Article 35, Evaluations. The parties agree the Virtual School is a new program and the pedagogy and methodology of teaching and learning is still under development. As such, evaluations of teaching and learning should reflect a growth mindset. Unit members shall be evaluated in accordance with Article 35 of the Collective Bargaining Agreement (CBA) and Ed Code 44664. In order to allow time for

bargaining unit members and administrators to adjust to the realities of teaching and learning in the Virtual School, during the first six weeks of the 2021-2022 school year, observations and/or visitations shall not be included in the unit member's summary evaluation. E-1s for temporary or probationary teachers will occur; however, any concerns noted in the E-1 which occurred during the first six weeks shall not be included in any summary evaluation. This does not limit the District's ability to otherwise conduct informal observations and visitations during this period for the purpose of providing the unit member with non-evaluative feedback. All unit members have the right to be evaluated using the Alternative Evaluation in Article 35.7 of the collective bargaining agreement.

5. Miscellaneous

CVE and the District shall continue to consult over the development of the district program requirements, and at the end of the pilot year shall negotiate impacts and effects of the virtual program which are within scope:

Virtual Academy Joint Committee

The District and the Association will form a standing committee consisting of seven (7) members: three (3) administrators selected by the district, two (2) virtual academy teachers selected one each by the Association and the virtual teacher team, one (1) Association Bargaining Team member, and one (1) CVE Executive Board member. The committee will meet at least four (4) times per year and as needed. The committee will be co-chaired by one Administrator and one CVE Executive Board member on the committee. The committee will first select relevant data to be collected based on outcomes, then collect data, review data collected from internal and external reviews of the program as applicable, and discuss Virtual Academy issues in various areas including, but not limited to, class size/caseload, support of students with disabilities and English language learners, equity and access, social and emotional learning, curriculum development, student outcomes, and master schedule. The Virtual Academy Joint Committee can make joint recommendations for changes to this memorandum of understanding.

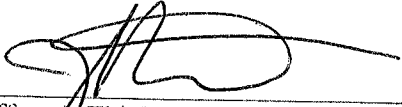
On or by March 14, 2022, the Virtual Academy Joint Committee will meet to gather data related to the pilot and discuss any potential changes needed to the MOU, as well as discuss whether such changes should be codified into the collective bargaining agreement. The recommendation will be provided to the District and Association bargaining teams with the intent of bargaining permanent language for implementation following the expiration of this MOU.

Except as expressly set forth above, all applicable provisions of the collective bargaining agreement will apply to unit members assigned to or supporting virtual schools, including the grievance procedure.

This MOU will expire on June 30, 2022 unless the parties mutually agree otherwise.

AGREED

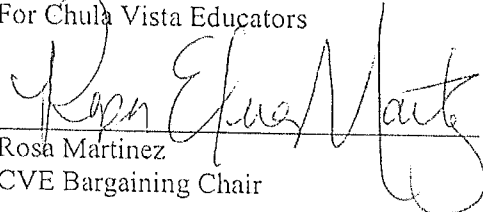
For the District



Jeffrey A. Thiel  
Assistant Superintendent of HR

6-16-21  
Date

For Chula Vista Educators



Rosa Martinez  
CVE Bargaining Chair

6-16-21  
Date