

Virtual Academy Teacher Positions

MEMORANDUM OF UNDERSTANDING
Between Stockton Unified School District
and Stockton Teachers' Association
for the 2021-2022 school year

The Stockton Unified School District ("District") and Stockton Teachers Association ("Association") enter this Memorandum of Understanding ("MOU") regarding the 2021-2022 District's Virtual Academy ("VA") Teacher job responsibilities.

The Parties recognize the need for a job description that clarifies the distinctions setting apart virtual teaching from other teaching positions in the Agreement. The District and/or Association recognize that this MOU must comply with AB130 requirements and each reserve the right to negotiate any additional impacts related to virtual learning.

Program Scope

1. Courses shall be staffed by certificated employees subject to the same credentialing requirements as for equivalent in-person instruction. Selection shall be made from applicants following interview and select transfer protocols in Article 17 with the following distinctions:
 - Interview panel shall include one parent, three STA members at STA's discretion, and three other panelists at District discretion.
 - Timeframes shall parallel the interview and select process in Article 17.4, except that VA postings preempt January and will be posted for an initial two days before interviews. (Internal candidates shall still be decided upon prior to external candidates being interviewed.)
 - High school APEX VA assignments shall be:
 - i. assigned as course sections with a class size of 32
 - ii. at District discretion from among volunteers

At the end of the 2021-2022 school year, VA teachers have rights back to their previous position and site.

2. Class sizes shall conform to Article 2 of the CBA. To the extent possible, VA assignments shall only consist of a single grade level. If grades must be combined, no assignment shall include more than two grades, nor include grades from different life levels, with the following exceptions:
 - SDC classes.
 - High school (i.e., a single section may include grades 9-12 all taking APEX).
3. At no time will teachers be simultaneously responsible for students enrolled for in-person-instruction (IPI) and students enrolled in VA. In high school, this refers to APEX student sections

simultaneous with an IPI section. For RSP, this means the teacher’s caseload must be exclusively VA students or exclusively IPI students, with the following exceptions:

- The District may offer up to two initial VA RSP assignments advertised as including a caseload mixture of VA and IPI students.
 - If numbers necessitate converting an all-VA or all-IPI caseload to a mixed caseload, the District shall first ask for a volunteer from among the RSP teachers whose caseloads have room on their existing caseloads. In the absence of a volunteer, the converted caseload shall be determined by whichever caseload conversion requires the smallest number of students having their caseload manager changed.
4. VA teachers, in conjunction with the VA Head Administrator, shall ensure that students are provided with instructional opportunities as follows:
- For students in transitional kindergarten, kindergarten, and grades 1-3: daily synchronous instruction;
 - For students in grades 4-8: daily live interaction and at least weekly synchronous instruction;
 - For students in grades 9-12: synchronous instruction at least weekly.

In this MOU, “synchronous instruction” means instruction delivered in real time, with live two-way communication between the student(s) and VA teacher. Synchronous instruction scope may include whole-class, a designated small group, and/or one-on-one instruction, provided that every enrolled student has synchronous instruction scheduled with the VA teacher as outlined for their grade level.

In this MOU, “live interaction” means interaction between the VA teacher and student(s) for the purpose of maintaining school connectedness, rather than necessarily being instructional.

TK Independent Plan

5. The developed structure for kinder would apply to TK, with slight developmental modifications.
- The TK curriculum adoption- TK Benchmark Ready to Advance has a strong on-line component, which teachers could readily access and utilize.
 - The TK teacher will follow the same scope and sequence of the adopted curriculum utilizing a combination of both synchronous and asynchronous instruction.
 - TK virtual students will be provided a manipulative kit to support independent practice and demonstrated skill mastering utilizing the virtual device.

Monitoring Student Progress

6. Each VA teacher’s attendance-recording frequency (daily vs. weekly) and attendance marks are to align by grade level per the forms of attendance expected of students, whether synchronous instruction, live interaction, assignment completion, or otherwise.
7. In the process of the District monitoring student progress, teachers should expect to be asked informally about individual student’s live participation/engagement levels, as well as for students’ assignment completion data to be an available indicator of student engagement.
8. For attendance purposes, a student shall be considered present (and marked accordingly by their VA teacher) for each given instructional day when the student meets either of two conditions:
- If the student attends the VA teacher’s online synchronous instruction or live interaction that school day; or



- If the student submits work for the school day within five instructional days. This five day period shall be altered when stated otherwise in a student's Individualized Educational Plan (IEP) or 504 plan.

Academic marks, scores, etc. remain the purview of the VA teacher of record, with due dates subject to current practice concerning excused absences.

Virtual Academy Teacher Roles/Responsibilities

9. VA teachers will plan and virtually deliver curriculum and instruction to support student learning in a virtual context, adhering to the District instructional calendar and the annual instructional minutes required by the state.
10. Each VA teacher's methods for delivering online instruction (inclusive of District-sponsored platforms such as Google Classroom, EDgenuity, APEX, or Cyber High, etc.) shall be determined by the teacher in collaboration with site and virtual administration. The District can only guarantee support for District-sponsored digital platforms.
11. For high school teachers who concurrently teach in-person courses on site as well as joining the Virtual Academy (i.e., taking on one or more APEX course sections), the provisions of this MOU apply only to the contract time and duties for those VA sections. Compensation shall follow past practice of buying out teacher's prep (i.e., an additional third of the teacher's salary if the prep is part of a 4x4 context, or an additional 20% in a traditional six-period year-long schedule). This provision shall not prevent a site from offering timesheet-driven credit recovery and remediation per past practice.
12. VA teachers will participate in scheduled VA activities (as with in-person contexts). High school teachers would only attend site-based activities.
13. Mirroring contractual meeting frequency and time, TK-8 VA teachers will virtually attend faculty and collaboration meetings with VA administration and other VA teachers. For any collaboration meeting, a VA collaboration team (e.g. a grade-level PLC) may voluntarily join non-VA colleagues for collaboration upon approval of VA administration. High school teachers would only attend site-based meetings unless otherwise released.
14. TK-8 VA teachers must not be tasked with any duties related to the site of their work location. The work site where they spend their contract hours in no way incurs related duties.

Scheduling

15. VA teachers are to set, maintain, and communicate a schedule of times (daily, weekly) to student families and VA administration, adapting to changes as needed to the best of their ability. This applies to synchronous instruction, live interaction, office hours, and anything else the teacher establishes for students regarding specific days and times.
16. Although VA instruction is virtual, VA teacher contract hours are considered non-remote and are accordingly spent at the VA teacher's assigned District location. No VA teacher shall be expected or required to use a shared classroom/workspace.

Guidance and Evaluation

17. Contractually, the VA administrator is the immediate supervisor for any VA teacher. Direction may also come from the VA teacher's site administrator and District departments connected to the teacher's assignment.
18. Each VA teacher's status in the contractual evaluation cycle continues as normal. (i.e., It does not restart or freeze.)
19. VA teachers will be informed of their assigned evaluator.




Virtually Serving Students with IEPs and 504 Plans

20. VA teacher with a Moderate/Severe credential job expectations:


- In accordance with students' IEPs (not limited to the grade level time frame delineated in AB 130):
 - Deliver whole-class synchronous instruction
 - Provide small group and individual instruction
 - Provide independent study work

21. VA teacher with an Education Specialist Credential job expectations:

- Will serve students with mild/moderate disabilities (may have prior placement of RSP or SDC).
- In accordance with students' IEPs (not limited to the grade level time frame delineated in AB 130):
 - Provide small group and individual instruction
 - Provide consultation to general education teachers

All components of the current Collective Bargaining Agreement between the Association and District not addressed by the terms of this MOU shall remain in full effect, including teacher responsibilities not modified by this MOU. This MOU sets no precedents and shall expire in full on June 30, 2022, unless extended by mutual written agreement by the Parties.

For the District:


 08 / 10 / 2021

John Ramirez Jr., Superintendent


 08 / 11 / 2021

Nancy Lane, Interim Asst. Supt. H.R.

For the Association:

 08 / 11 / 2021

Erica Richard, Bargaining Chair

 08 / 11 / 2021

Felice Bryson-Perez, STA President

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