Christina Education Association  
Christina School Board  
Virtual Academy Memorandum of Understanding  
2021-2022

The Christina School Board ("CSB") and the Christina Education Association ("CEA") enter into this Memorandum of Understanding ("MOU") regarding the Virtual Academy ("VA") being implemented due to the increasing parent requests for the District to continue the Virtual Academy. The Christina School District will be referred to as 'District". The words, "employee(s) or teacher(s)”, shall be referred to a CEA bargaining unit member who accepts a position in the CSD Virtual Academy. The "Virtual Learning Model" shall be referred to the classroom model in the Virtual Academy. The "Hybrid teaching Model" shall be referred to the classroom model where a teacher is teaching both in-person and virtual students simultaneously in the same class period.

WHEREAS, CEA and the CSB are parties to a collective bargaining agreement ("Existing CBA") which governs the non-administrative certified professional employees of the District;

WHEREAS, the Parties engaged in good faith negotiations resulting in this proposed New CEA MOU, which allows for continuous input and collaboration among the Parties;

WHEREAS, the Parties acknowledge that this New CEA MOU remains subject to ratification by CEA membership and CSB;

WHEREAS, the Parties recognize the need to negotiate the working conditions of the Virtual Academy teachers and specialists.

The Parties agree to the following MOU language:

Effective Date
The Parties agree that this New CEA MOU shall only become effective upon ratification by (a) CEA membership, at an election to be held in accordance with CEA by-laws on or before 7-15-21, and (b) CSB, at a board meeting held in accordance with Board policy and procedures on or before 7-6-21.

Term of this Agreement
The Parties agree that this New CEA MOU shall remain in effect for the duration of the 2021-2022 school year, but in no event shall extend beyond the 2021-2022 school year absent written agreement by the parties.

Modification of this Agreement
This New CEA MOU may be amended from time to time only by written agreement signed by each of the Parties.

Virtual Academy
The Virtual Academy shall be a District program hosted in Gallaher Elementary for elementary students, Kirk Middle for middle school students, and Sarah Pyle for high school students. The VA employees will
become a part of the staff at the host school. The administrator whose building in which the VA is hosted would be responsible for the day-to-day operations of the VA and the appraisal of the employees. When joining a classroom for any reason such as, but not limited to observations, walkthroughs, and classroom visits, the administrator shall make their presence known to the teacher prior to entering.

All VA teachers shall not be required to work in the physical building unless they choose to do so. It is understood that a teacher who opts to work in the physical building may have to share a classroom space. Teacher duties may be distributed equally to all staff with consideration given to whether they are working remotely or in-person. Each teacher will have input in the size of his/her/their VA physical classroom.

All teachers shall be given all necessary materials and a workspace appropriate for teaching as deemed by the District. Essential classroom materials for VA students such as but not limited to math manipulatives, art supplies, or science lab materials shall be made available by District for parent pickup or mailed to the students’ homes. VA teachers shall not be required or expected to deliver classroom materials to students at their homes.

Under no circumstance, would a VA teacher be required to teach both VA students and in-person students. Full time VA teachers shall only be responsible for students who have registered appropriately for and have been accepted in the Virtual Academy. However, after the school year has already begun and with consultation of the teacher, extenuating circumstances such as extended illness and relocation to and from the District may be considered in allowing additional students into a VA classroom. These students will remain in the VA until the end of the 2021-2022 school year.

If any non-virtual academy teacher in the collective bargaining unit is required to teach in an emergency Hybrid Teaching Model, she/he/they will receive the hourly rate of $15.00 per hour above and beyond his/her/their per diem hourly rate for each of the emergency Hybrid classes that he/she/they have taught. An emergency will be defined as an unscheduled or unexpected Hybrid situation such as covering for a virtual academy teacher’s unscheduled or unexpected absence. If a teacher is teaching in a fully remote environment, they are not entitled to the additional $15.00 hourly rate.

Related Art/Expressive Arts
Related Arts/Expressive Arts classrooms will be included in the VA. It is understood that Related Arts/Expressive Arts teachers shall not instruct both VA students and in-person students simultaneously in the same class period(s).

Technology
Each teacher who works in the physical building may have to share a SMARTboard with a non-virtual academy teacher but will receive a document camera such as ELMO and other necessary technology equipment by the first school day for staff. Each teacher who works from home will receive a hot spot, additional technology updates/upgrades and google licenses (as deemed necessary by the District), and a document camera such as ELMO by the first school day for staff. Training on such technology will be provided in a timely manner to all teachers.

Each VA teachers shall have a fully functioning desktop computer and/or a laptop with a double monitor for his/her/their individual use compatible with all classroom technology in the classroom by the first school day for staff. Teachers will have input on which device would be better for their classroom.

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Employees will have access to appropriate technology and are permitted to take technology home to provide remote instruction to students whether they are in the classroom or at home. Considerations should also be given to devices that their students are using.

**Teacher Absences and Asynchronous Work**
In the event of an unplanned absence from live teaching, not including technology failure, Virtual Academy teachers will be expected to enter the appropriate time into DSC for the duration of that absence. VA Teachers will be expected to notify families of the absence through their chosen communication method and will post asynchronous work on Schoology for students to complete. In the event of a technology failure (including but not limited to internet outage/disruption, Zoom failure, etc.), VA teachers will not be docked time in DSC. A report of the failure with appropriate documentation should be provided to their administrator as soon as possible, and communication of the outage with families should follow. An effort to provide asynchronous work for that time will be made by the VA teacher.

**VA Calendar and daily schedule**
The VA shall run the same district calendar as the traditional school calendar published by CSD. In the event of inclement weather or states of emergency (i.e., delays or closures), the VA will follow the same schedule as the building that the VA is located within the district.

VA staff shall follow the traditional school calendar in regards to in-service, grading, and professional development days.

**Meeting Schedules**
In accordance with section 19.4.1, Virtual Academy teachers will be expected to attend meetings with their home school (building in which the Virtual Academy is housed). It is understood that the VA instructional workday and schedule will mirror that of the in-person grade level team for which that VA teacher is supporting, so that teachers are able to participate fully in PLCs, PDs, and staff meetings.

Parent conferences for the VA may be held virtually as agreed upon by all parties involved.

**Recorded Lessons and Virtual Teaching**
Employees will not be required to record their lessons but will have the option to do so if they choose. If a student is absent, the teacher shall provide the student all appropriate options to make up his/her missed work.

Employees will store and have access to the recordings of their own instruction in the cloud using Zoom.

Employees and their remote instruction will not be recorded without their prior knowledge and consent. In addition, the employee's recorded lessons will not be used for any reason including disciplinary actions against the employee without their prior knowledge and consent. The Building Administrator can retain copies of a recorded lesson for purposes of a grievance or a student disciplinary matter.

An employee will be informed and given a copy of any written complaint by a parent or student about his/her lessons.

Employees shall not be disciplined for actions of employees' household members that may be witnessed or heard by students. Employees shall also not be disciplined for actions or the words of the students and the students' household members that may be witnessed or heard by other students.
The District agrees to attempt to prohibit students and/or their parents/guardians from recording or sharing Remote/Hybrid instruction content. Communication from District will be sent out to parents and students regarding this message.

**Positions in the Virtual Academy**
All openings for positions in the 10-month virtual teaching positions and other similar programs shall be posted in each school building at least five (5) calendar days prior to the application deadline. The VT process will be open for the VA from July 15-July 22. Related Arts/expressive arts teachers and specialists (counselors, psychologists, EDs) will be included as part of the voluntary transfer process.

Employees who apply for 10-month virtual teaching positions, should be properly certificated and shall be given preference based on the following identifiers in order from greatest to least priority:

1. Needs of students and District
2. Certification
3. Individual interview cut score (75% or higher)
4. Seniority
5. Lottery

Individuals will not be removed from their current seniority lists for the VA teaching positions. In the event that there are more unfilled positions than there are internal applicants, the District will make every effort to hire from an outside applicant pool, but may have to reassign, involuntarily transfer, or excess an employee into a VA position. The Right to Return language in Article 14:7 in the original CBA will still apply. Seniority will continue to accrue.

**Employee Appraisals**
The state approved appraisal system shall be the official system used to appraise employees. All administrators doing teacher appraisals will be trained according to State procedures. During the Virtual Learning Model, the District shall evaluate teachers in accordance with the State appraisal guidelines but shall also consider special circumstances for virtual classrooms as specified by the Delaware Department of Education.

Administrators should be present in any lesson being used as a formal observation. Video recordings may be included in an employee’s observation or evaluation only with agreement by the employee.

**Class Size**
Employees assigned full time to the Virtual Academy will only be responsible for students who have registered appropriately for the Virtual Academy and who will remain in the VA until the end of the school year.

The number and complexity of students in the Virtual Academy program assigned for remote learning will be taken into consideration upon balancing staffing equity needs, during the Virtual Learning Model. Caseloads of specialists such as psychologists, counselors, and EDs shall not exceed the average caseload of a specialist in a non-virtual learning model. If teachers or specialists have concerns with their class size or caseloads, they may follow the procedure outlined in Article 27:3 of the current CBA.

**Planning Time**
All Virtual Academy teachers shall, in addition to their lunch period, receive 225 minutes of planning and preparation per week in blocks of at least 45 consecutive minutes per day within the allowable contracted work hours.

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Liaison and Building Union Representation
All Liaison concerns regarding the VA will be brought to the attention of the Liaison team that is established in the VA host school. Teachers in the VA shall have the opportunity to serve on the building leadership team if so desired.

Building representatives shall come from the VA host school. A normal election will be held when necessary, including the VA teachers that decide to run for a building representative position.

Meeting Student Needs
The District shall provide special services including but not limited to psychological, speech, and counseling services as required by an IEP and 504 plans for those students in the Virtual Academy.

CHRISTINA EDUCATION ASSOCIATION

By: Darren Tyson, M.Ed

Its: President

CHRISTINA BOARD OF EDUCATION

Keely Powell

By: Keeley Powell, Ed.D.

Its: President

7-21-21