

**MEMORANDUM OF UNDERSTANDING BETWEEN
LONGVIEW SCHOOL DISTRICT NO. 122
AND
LONGVIEW EDUCATION ASSOCIATION**

**Regarding Terms of Employment for Longview Virtual Academy Teachers
For the 2023-2024, & 2024-2025 School Year**

The Longview School District No 122 (“District”) and Longview Education Association (“Association”) agree upon this Memorandum of Understanding (“MOU”) regarding terms of employment for teachers assigned to the Longview Virtual Academy (“LVA”) during the 2023-2024 & 2024-2025 school years.

WHEREAS, LVA is an online Alternative Learning Experience (“ALE”) program for students in grades 6-12;

WHEREAS, for the 2023-2024 & 2024-2025 school years, the District is planning a sustainable online instructional model;

WHEREAS, teachers assigned to the LVA will maintain all rights provided under the collective bargaining agreement (“CBA”) between the District and LEA, except as specifically modified herein;

WHEREAS, it is recognized that LVA teachers have case-management duties beyond traditional classroom responsibilities; and

WHEREAS, the LVA has changed to a new learning platform (Edgenuity).

NOW, THEREFORE, the parties agree as follows:

1. The District will provide teachers assigned to the LVA the means to communicate via text message with LVA students and Families in a manner that can be monitored and retained by the District. Such text messaging will occur only via Outlook, the SDS platform, or similar means designated by the District. LVA employees will not use personal devices, numbers, or accounts to text message students or families.
2. An LVA teacher assigned to a different instructional subject area or preparation will not qualify for reimbursement for changing assignment under Article III, Section 9 of the CBA.
3. An LVA teacher at the secondary level will receive one (1) planning period of fifty-five (55) minutes of uninterrupted time on each contracted instructional day. When such a teacher’s assignment does not allow for one period of planning time for each contracted instructional day, the employee will be compensated for the lost time at the individual’s per diem rate.
4. Article III, Section 17 F will not apply to LVA teachers as long as LVA continues the use of Edgenuity. For the development of courses that are not a part of LVA’s main platform, teachers

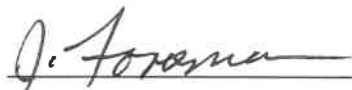
will be paid their hourly curriculum rate, with the number of hours being agreed upon by themselves and the LVA Administrator.

5. LVA teachers with classes that exceed the size or ratios below will be eligible for overload relief as described below:
 - a. Online Class: daily limit of 180 students instructed.
 - b. Online Class: 60 students per class, up to 180-student daily limit.
 - c. Written Student Learning Plan ("WSLP") Management: 42 students' WSLPs, with a cap at 45 students' WSLPs.

An LVA teacher may choose, but will not be required, to serve additional students beyond the cap limits (Section 5d) for overload compensation. An LVA teacher who is in overload on a count date will be entitled to a one hundred twenty-eight dollar (\$128) stipend per student over the applicable ratio.

6. The Board of Directors must approve by a formal vote an LVA teacher's assignment outside of his or her endorsement area. Teachers working outside of their endorsement area will mutually develop with a designated District representative a written plan that provides necessary assistance to the teacher according to plan specifications in WAC 181-82-110.
7. LVA teachers will be evaluated as non-classroom teachers in accordance with Article VIII, Section 2.A.1 of the CBA.
8. In order to initiate, evaluate, and maintain WSLPs, LVA teachers may be assigned duties not customarily considered classroom duties including, without limitation, regarding weekly contact, monthly progress, and intervention.
9. This MOU will be effective on August 29th, 2023 and expire on the last instructional day of the 2024-2025 school year. All other provisions of the CBA will remain in full force and effect. After expiration of this MOU, neither party may cite it as or seek to introduce it as evidence of a past practice or precedent of any kind.

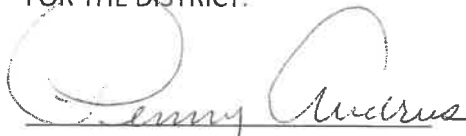
FOR THE ASSOCIATION:



Jerry Forsman, President

5/23/23
Date

FOR THE DISTRICT:



Penny Andrews, Director of Human Resources

5/23/2023
Date