

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is entered into by and between the Irvine Unified School District ("District") and the Irvine Teachers Association ("Association").

RECITALS

- 1) The Irvine Unified School District Virtual Academy ("IVA") was established to provide, among other things, remote instructional services to students during the 2020-2021 school year. The IVA was provided as a fully virtual learning environment for students, and as a fully on-line work environment for staff, in response to the COVID-19 pandemic.
- 2) The District and Association have various disputes regarding the applicability of provisions of the Collective Bargaining Agreement ("CBA") to the IVA.
- 3) The parties desire to resolve such disputes for both the current year and subsequent years based upon the terms and conditions set forth in this MOU.

WHEREFORE, the parties agree as provided herein.

I. The provisions set forth under this Section shall apply to the IVA for the 2020-2021 school year.

A. The grade level limits/averages set forth in section 10.4.1 of the CBA shall apply to IVA class sizes TK – 12 for the 2020-2021 school year.

B. IVA teachers in grades TK-6 shall receive cash compensation for classes that exceed the limits set forth above according to the following formula: the number of days that class sizes exceed such limits minus 14 work days x \$19.91 (excess student \$ amount) x 0.60 per trimester; for example, 1 x (60-14) x \$19.91 x 0.60.

C. IVA teachers in grades 7-12 shall receive cash compensation for classes that exceed the limits set forth above according to the following formula: the number of days that class sizes exceed such limits minus 14 work days x \$3.32 (excess student \$ amount) x 0.60 per semester; for example, 1 x (90-14) x \$3.32 x 0.60.

D. The release days provided in paragraphs 10.9 and 10.10 shall apply to IVA teachers during the 2020-2021 school year.

E. The foregoing provisions fully and finally resolve all class size issues arising during the 2020-2021 school year related to the IVA.

II. The provisions set forth under this Section shall apply to the IVA commencing with the 2021-2022 school year.

A. IVA class size limits by grade level commencing with the 2021-2022 school year shall be as follows:

K-3 33

4-6 35

7-12 193 (for middle school teachers on a 5-period work day (1.0 FTE = 5 periods) the number shall be 190)

B. The District shall have 14 days to bring IVA classes into compliance with the limits set forth above after which the compensation formulas set forth below shall apply to provide cash compensation to IVA teachers.

C. The formula for calculating cash compensation for elementary IVA teachers shall be the number of days that class sizes exceed such limits minus 14 work days x \$19.91 (excess student \$ amount) x 0.60 per trimester; for example, $1 \times (60-14) \times \19.91×0.60 .

D. The formula for calculating cash compensation for secondary IVA teachers shall be the number of days that class sizes exceed such limits minus 14 work days x \$3.32 (excess student \$ amount) x 0.60 per semester; for example, for example, $1 \times (90-14) \times \3.32×0.60 .

E. Paragraphs 10.9 and 10.10 shall apply to IVA teachers.

F. This MOU shall be incorporated into the Collective Bargaining Agreement as an Appendix and the provisions of Section II of this MOU shall continue to apply to the IVA until the parties negotiate any changes.

G. The District and Association bargaining teams will meet prior to the end of the 2021-2022 school year to review the operations of the IVA and negotiate proposed changes, if any, to mandatory subjects of bargaining including class sizes.

III. This MOU is subject to ratification by the Governing Board of the District and the membership of the Association.

FOR THE DISTRICT:

Dated: 2/23/2021

FOR THE ASSOCIATION:

Dated: 2/23/2021