

**Memorandum of Understanding  
Between  
Alum Rock Union Elementary School District  
And  
Alum Rock Educators Association**

**Independent Studies (2021-2022)**

August 13, 2021

This Memorandum of Understanding is entered into as of August 13, 2021, by and between the Alum Rock Union Elementary School District ("District") and the Alum Rock Educators Association (AREA) to comply with the legal mandates in Assembly Bill 130 (AB130) to meet the needs of the students and families of the District who opt to enroll their students in Independent Studies for the 2021-2022 school year. The District and AREA agree to the following provisions:

**1. Term:** This MOU shall remain in effect until June 30, 2022, unless sooner terminated by the Parties.

**2. Work Hours for Unit Members on Independent Study Assignment**

- a. The work day for unit members on independent study assignment shall adhere to the hours in the parties' Collective Bargaining Agreement. ("Unit member" as used in this MOU refers to and means AREA unit members on independent study assignment.)
- b. Unit members will work from their classroom.
- c. Independent study teachers shall not have any expectation of in-person interaction with students or parents but may choose to meet with students or parents in person.
- d. Any special education teacher teaching independent study or unit member assigned to independent study who are supporting or teaching students with an IEP, will schedule Independent Study time as per the student's IEP. No special education teacher or other unit member shall be required to teach both independent study and in person instruction.

**3. Prep times: Grade 4/5**

- a. Unit members will have a PE/Music prep or will be paid for their music/PE prep per the Collective Bargaining Agreement.

**4. Class Size - Assignment:**

- a. Class sizes for unit member independent study assignments will adhere to the class size requirements in the Collective Bargaining Agreement.

- b. If needed, there can be a regular education combination class (2 grades only).

**5. Instruction:**

- a. Unit members will adhere to the 4/1 schedule and the start and end times at their school site.
- b. Grade TK-3 unit members shall begin the day with a 20-minute Morning Meeting.
- c. Grade 4-8 unit members shall begin each day with a 30-minute Morning Meeting.
- d. Unit members will have 40-minute duty free lunch.
- e. Grade TK-3 students will receive a minimum of 20 minutes of daily live interaction (Morning Meeting) and a minimum of 30 minutes of synchronous instruction.–
- f. Grade 4-8 students will receive a minimum of 30 minutes of daily live interaction (Morning Meeting) and a minimum of 30 daily minutes of synchronous instruction.
- g. Unit members will use district-adopted, standards-based instructional materials and academic support platforms.
- h. When providing independent study, academic content, classwork, independent work, assignments, projects, a combination of synchronous instruction, daily interaction, and asynchronous instruction shall all be combined to meet the daily minimum instructional minutes per grade level as per the CBA.
- i. Daily lesson plans, non-mandated assessments, and instructional methodologies used shall be at the discretion of the teacher.
- j. No unit member shall be required to provide in-person and virtual services simultaneously.

Summary of morning meeting, live interaction, and synchronous requirements:

**Grade TK -Grade 3**

<b>synchronous</b>	Live Interaction Morning Meeting	<b>20 minutes daily</b>
<b>synchronous</b>	<b>Core</b>	<b>At least 30 minutes daily</b>
<ul style="list-style-type: none"> <li>• <b>Will cover all subjects</b></li> <li>• <b>In addition, PE must be provided</b></li> <li>• <b>Assignments will be posted daily</b></li> </ul>		

## Grade 4- 8

<b>synchronous</b>	<b>Live Interaction Morning Meeting</b>	<b>At least 30 minutes daily (Except Thursday and Minimum Days)</b>
<b>synchronous</b>	<b>Core</b>	<b>At least 30 minutes daily (Except Thursday and Minimum Days)</b>
<ul style="list-style-type: none"><li>• <b>Will cover all subjects.</b> <i>Note: The intent is for PE to be asynchronous and teachers will monitor and verify assignment completion. <b>Unit members shall be paid an additional 0.2 salary for teaching a sixth period.</b></i></li><li>• <b>Assignments will be posted daily</b></li></ul>		

### 6. Instruction Documentation Requirements:

- Unit members will be required to take daily attendance in eSchool.
- Attendance for Synchronous Academic Instruction will be taken at the beginning of each sync. class/period.
- Daily participation will be recorded for attendance and participation purposes, Synchronous Academic Instruction and Live Interaction.
- Unit members are required to monitor, grade and document students' assignments in a timely manner, but not less than weekly.
- Unit members must assess and monitor student academic progress and update parents.
- Unit members must provide grades at the end of the grading periods.
- An evaluation shall be conducted by the independent studies teacher, in collaboration with administration, to determine whether it is in a student's best interest to remain in independent study whenever the student fails to make satisfactory educational progress and/or misses three assignments within two weeks. (per Board policy and AB 130).

### 7. Grading:

- Grades are to follow standard report card/progress reports per grade level assigned.
- Minimum Days will be the same as in the Collective Bargaining Agreement, using unit member's school site's calendar.
- Unit members will be responsible for holding virtual conferences as per the Collective Bargaining Agreement.
- If the school site holds Back to School Night and Open House, it shall be virtual for independent study teachers.
- Unit members will adhere to the administration local and state assessments assigned per grade levels.
- Daily assignments, assessments and grades will be documented and maintained for State auditing purposes using the District's electronic gradebook or Illuminate.

### 8. Middle Schools

- a. Unit members will teach 5 periods.
- b. Unit members will have 1 daily prep period.

**9. Staff meetings**

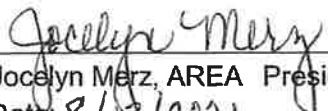
- a. Staff meetings for independent studies teachers will be virtual and in accordance with the Collective Bargaining Agreement for all unit members.
- b. Unit members will participate with administration in re-engagement meetings for students who are not making satisfactory progress in one or more courses or who have excessive absences. Members shall be paid the extended duty hourly rate for attending these meetings. These meetings shall not be held during asynchronous or synchronous instructional minutes.

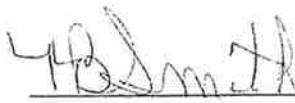
**10. Selection of Teachers for I.S. assignment and Return Rights:**

- a. The independent study program assignment opportunity will be posted for all AREA members by August 6<sup>th</sup>, and reposted on August 13 when this MOU is fully executed.
- b. Applications will be due by August 15.
- c. Assignments to be determined by a panel composed of one principal, one representative from Academic Services, and a representative from HR. The panel will convene to paper screen applications and make determination of IS assignment by August 12, 2021 and notify all applicants by August 13. *gpm*
- d. The District shall seek volunteers for independent study assignments. Priority for independent study teaching positions shall be given in the following order:
  - 1. Individuals who are requesting to teach independent study and have provided medical documentation confirming an underlying high-risk condition as specified by the Center for Disease Control in order of seniority.
  - 2. Individuals who are requesting to teach independent study and provide medical documentation showing that a person they reside with has an underlying high-risk medical condition as specified by the Center for Disease Control in order of seniority.
  - 3. The remaining positions will be filled by assignment by the District to best meet the needs of all students and the school sites in order of reverse seniority.
- e. During the 2021-2022 school year, unit members shall remain at their school site as a member of the site staff.
- f. If student enrollment in independent study declines during the 2021-2022 school year, the District may reassign independent study teachers back to a regular classroom assignment and, for those unit members who are assigned (i.e. did not volunteer for the assignment) to independent study, the provisions of Article 14 shall apply.

**11. Sunset; Periodic Review.** This MOU shall sunset at the end of the 2021-2022 school year. In addition, this MOU shall be reviewed periodically throughout the 2021-2022 school year to ensure compliance with AB 130 and ensure that the District is meeting the needs of students and families of the Alum Rock School District.

Dated: August 13, 2021

  
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Jocelyn Merz, AREA President  
Date: 8/13/2021

  
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Tereasa Smith, Human Resources Director  
Date: 8/13/21