

**Memorandum of Understanding
Between
Mt. Diablo Education Association
And
Mt. Diablo Unified School District
Independent Study Program
August 6, 2021**

This Memorandum of Understanding (“MOU”) is entered into, by and between the Mt. Diablo Unified School District (“MDUSD” or “the District”) and the Mt. Diablo Education Association (“MDEA”), hereafter collectively referred to as “the Parties,” on August 6, 2021 to address the impacts of AB 130 on the Independent Study Alternative Program in Mt. Diablo Unified.

The language below shall take effect immediately. This agreement will expire on June 30, 2022. After June 30, 2022 if the District offers any Independent Study Alternative Program that is different than what it offered prior to the COVID-19 pandemic, the Parties will negotiate the impacts and effects of that program. Further, if through legislation, executive order, or other applicable government action, the requirements of AB130 are changed in any way that impacts Independent Study Alternative Programs addressed in this MOU, the Parties shall immediately meet and negotiate the impacts and effects of those changes. This MOU is not an agreement related to the District’s requirements under Education Code 46393.

1. For the 2021-22 school year, Assembly Bill 130 mandates the following changes to the District’s Independent Study program regarding student to teacher interaction:

| Grade Span | New “Live Interaction” Requirement | New “Synchronous Instruction” Requirement |
|--------------|-------------------------------------|---|
| TK-3rd grade | Included in synchronous instruction | Daily |
| 4-8th grade | Daily | Weekly |
| 9-12th grade | Not required | Weekly |

- 1a. “Live Interaction” means interaction between the pupil and local educational agency classified or certificated staff, and may include peers, provided for the purpose of maintaining school connectedness, including, but not limited to, wellness checks, progress monitoring, provision of services, and instruction. This interaction may take place in person, or in the form of internet or telephonic communication.
- 1b. “Synchronous Instruction” means classroom-style instruction or designated small group or one-on-one instruction delivered in person, or in the form of

internet or telephonic communications, and involving live two-way communication between the teacher and pupil. Synchronous instruction shall be provided by the teacher of record for that pupil.

1c. All "synchronous instruction" meets the definition of "live interaction."

2. To address AB130 two Independent Study options will be available for students in grades TK-5. "Option 1" and the "Grade 6-8 Model" addressed below most closely resembles the District's existing "Home Study" program where parents/guardians assume the responsibility for their students' learning and for the management of curriculum. "Option 2" addressed below most closely resembles a virtual learning program where bargaining unit members provide direct instruction for part of the day and students complete independent work for part of the day. "Grade 9-12 Model" addressed below most closely resembles the District's existing "Center for Independent Study" program where students meet with their teacher once a week for one to three hours to discuss their progress on work assigned by the teacher. Bargaining unit members shall only be assigned to TK-5 Option 1 or TK-5 Option 2. Bargaining unit members assigned to either of the TK-5 options will not simultaneously be assigned to the Grade 6-8 Model or the Grade 9-12 Model.

2a. ___TK-5th Option 1: Classroom teacher will:

- Provide no less than 30 minutes of whole-class / whole caseload virtual daily synchronous instruction
- Hold parent/guardian meetings every other week of no more than 60 minutes per student.
 - The parent/guardian meeting will be held in-person unless the parent/guardian requests to meet virtually.
- Be responsible for all of the duties listed in the job description (see Appendix 2).

2b. TK-5th Option 2: Classroom teacher will:

- Provide no less than 180 minutes of whole-class / whole caseload virtual daily synchronous instruction.
- Assign no less than 180 minutes per day of asynchronous assignments
- Be responsible for all of the duties listed in the job description (see Appendix 2).

2c. ___To address AB130 for students in grades 6th-8th, Grade 6-8 Model: Classroom teacher will:

- Provide each students a virtual synchronous instruction session once a week for no less than 60 minutes
- Provide and document daily virtual live interaction between students and teacher (including but not limited to: assignment submission, online interaction) for 30 minutes each of the other four days of the school week,
- Hold parent/guardian meetings every other week.

- The parent/guardian meeting will be held in-person unless the parent/guardian requests to meet virtually.
- Be responsible for all of the duties listed in the job description (See appendix 2).

2d. To address AB130 for students in grades 9th-12th, Grade 9-12 Model: Classroom teacher will

- Provide each student synchronous instruction and live interaction in-person or virtually totaling no less than 60 minutes weekly – at least part of this time every week shall be synchronous instruction
- Monitor the completion of assignments and student participation
- Be responsible for all of the duties listed in the job description (see Appendix 2).

3. All Independent Study Teachers shall have their own assigned classroom / office / workspace at a District site.

3.1 If an Independent Study Teacher is assigned an office or workspace that is in the same room as other people:

3.1.1 they shall have at least 50 square feet of space for their exclusive use

3.1.2 the District shall provide them with a desk and a filing cabinet or a cabinet that locks.

3.1.3 their desk shall be at least six feet from any other desks in the room

3.1.4 upon request, Independent Study Teachers shall be provided up to three cubicle walls of at least 52 inches in height. These walls will be provided within a reasonable amount of time.

3.1.5 the District shall provide a noise canceling headset/microphone set that functions with their District computer.

4. Work day: The work day for teachers in the Independent Study program shall be the same length as other bargaining unit members working at the same level / in the same job classification, as described in the CBA.

4.1 Independent Study program bargaining unit members will work from their assigned District site each day. Bargaining unit members may request that families seeking to bring non-student, non-guardian persons to in-person meetings first obtain the permission of the bargaining unit member.

5. Daily schedules for independent study bargaining unit members shall have:

| | TK-5th Opt. 1 | TK-5th Opt. 2 | 6-8th | 9-12th |
|--|----------------------|----------------------|--|---|
| Synchronous instruction & Live Interaction | 30 mins. | 180 mins. | 60 mins SI once a week, and 30 mins of LI 4 days/week. | n/a (SI & LI will occur during student meetings.) |

| | | | | |
|--------------------------------|-----------|----------|-----------|----------|
| Prep | 60 mins. | 60 mins. | 60 mins. | 60 mins. |
| Lunch | 30 mins. | 30 mins. | 30 mins. | 30 mins. |
| Student and/or family meetings | 180 mins. | n/a | 180 mins. | 240 mins |

- 5.1 Bargaining unit members shall exercise their professional autonomy to schedule this work. Bargaining unit members will share the weekly schedule for the year with the site administrator and families/guardians by August 20, 2021.
- 5.2 The rest of their work day shall be time beyond minimum instructional minutes, which is addressed in 3.3.
- 5.3 Per Article 9.1 in the CBA, bargaining unit members shall, at their discretion, use the time in their bell schedule beyond the minimum instructional minutes listed above for the following: progress monitoring grading, small group instruction, meetings, home instruction curriculum alignment, trainings, collaborating with peers, employing re-engagement strategies, virtual learning preparation, professional development, IEPs, 504s, SSTs, CARE, and/or communicating with families / family contact.
- 5.4 All staff/school/program meetings for Independent Study program bargaining unit members may be virtual (this is exclusive of meetings with students and/or families, which are addressed in items 2 and 3). Site meetings for all bargaining unit members in the independent study program shall comply with the language in Article 9.2.1.1 of the CBA.
- 5.5 While teaching virtually, it is expected that Independent Study Teachers will have their cameras on while teaching and supporting students virtually. As is the case in a brick-and-mortar classroom setting, students will be instructed not to record the instruction. Students, and parents of students participating virtually, will be informed that recordings of the teacher/classroom are not permitted, and this includes teacher/parent conferences.
- 5.6 The District shall provide appropriate grade level and subject level online curriculum for each grade and course subject. The teacher has the ability to incorporate independent learning strategies the same as they would do in a classroom setting while they remain online. Teachers may have students in breakout rooms, one on one, or whole-group as normally determined by the teacher.
- 5.7 For the 2021-2022 school year, the District shall provide professional development for all secondary Independent Study Teachers for APEX by August 11, 2021. Thereafter, the District shall provide secondary Independent

- Study Teachers annual professional development for APEX. APEX is an optional supplemental curriculum, and not mandated curriculum.
- 5.8 The District shall provide each Independent Study Teacher with a District computer that can run video conferencing software and all programs and online programs / applications that are part of their curriculum and a second monitor that functions with their computer. The computer will have a working microphone and webcam. It is the Independent Study Teacher's responsibility to request any other needed equipment and/or support from the Independent Study Administrator.
 - 5.9 The District shall ensure that all Independent Study students have district-provided technology and reliable internet access. The District shall ensure that all staff have adequate tech support, and to ensure that bargaining unit members do not need to perform tech support for students or families. email and direct phone number or extension where staff can receive technical support shall be provided to Independent Study Teachers.
 - 5.10 Independent Study Teachers will use Seesaw (TK-2nd grade) or Google Classroom. APEX online curriculum, to the extent possible, will be made available for a limited number of courses in grades 6th-12th.
 - 5.11 Independent Study-teachers may need to provide materials in print for their students and/or instructional materials. When this unique material need arises, the District shall provide access to the instructional materials. The Independent Study-Teacher and school site administrator and/or their designee shall work collaboratively to decide a reasonable and appropriate production timeline and delivery method.
 - 5.12 Independent Study will follow all accommodations and modifications specified in student IEPs and 504 plans as required by law, and independent study bargaining unit members will participate in meetings to develop, and revise these plans.
 - 5.13 Independent Study Teachers are responsible for other professional duties as identified in the CBA which include SSTs, CARE Team Meetings, IEP meetings, staff and District meetings, Back-to-School Night, and Open House. These duties may be virtual.
 - 5.14 Independent Study Teachers will promptly communicate to the program administrator for any student who is not engaged, not attending, or not performing at grade-level.
 - 5.15 Class size / caseload shall be limited to 24. By September 17, the District shall furnish the Association with the 2020-2021 and 2021-2022 ratio of average daily attendance for independent study pupils 18 years of age or less to school district full-time equivalent certificated employees responsible for independent study, and the 2020-2021 and 2021-2022 average daily attendance to full-time equivalent certificated employees providing instruction in other educational

programs operated by the school district – excluding special day classes and necessary small schools that are eligible to receive funding pursuant to Article 4 (commencing with Section 42280) of Chapter 7 of Part 24 of Division 3. Caseload overages of \$25.33 per student per day will be paid for every day an independent study bargaining unit member is over the class size or caseload of 24, beginning on the tenth (10th) day after the first student instructional day. This does not constitute an alternatively bargained agreement under the terms of Education Code section 51745.6.

- 5.16 The District shall take all possible steps to avoid combo classes in the TK-5th Option 2 model. If they occur, the District shall take every possible step to ensure that there are only two (2) grade levels per class. If numbers in the TK-5th Option 2 model are so low that three (3) elementary grade levels must be in the same class, the teacher of that class shall be paid 120% of their FTE. Under no circumstances shall a TK-5th Option 2 model elementary class have four (4) or more grade levels. There is an increased likelihood of combo classes / caseloads in the TK-5th Option 1 model. The District shall take all possible steps to avoid combo classes with 3 or more continuous grade levels in the TK-5th Option 1 model. If they occur, the District shall take every possible step to ensure that there are only 4 continuous grade levels per class / caseload. If numbers in the TK-5th Option 1 model are so low that five grade levels or more must be in the same class / caseload, the teacher of that class shall be paid 120% of their FTE.

5.16.1 For purposes of this section, TK/K will be considered *one* grade.

- 5.17 In the Independent Study program, Special Ed service providers, including but not limited to, Resource Specialists, and Speech & Language Pathologists, will provide push-in and pull out virtual and online support in accordance with the child's IEP.
- 5.18 The District will ensure supervision and delivery of content is provided to students whose teacher is on leave for any period of time through the use of substitute teachers, administrators, and other district support staff. No bargaining unit member will be required to substitute/cover for another. If any bargaining unit member volunteers to substitute/cover for another bargaining unit member they shall receive any and all applicable pay outlined in the CBA, including in 9.8.2 and 9.8.3

6.0 Initial transfer into Independent Study-positions

- 6.1 For the 2021-2022 school year, the District anticipates very few additional independent study positions to be available. Following all applicable credentialing requirements, staff will be employed in the independent study program:
- 6.1.1 First priority to work in the independent study program will be given to staff members who are currently employed in the program.

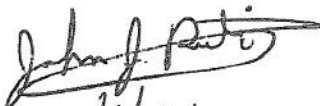
6.1.2 Second priority will be given to those employees who meet the legal definition of having (or are regarded as having) a disability according to the Americans with Disabilities Act (ADA) and/or the Fair Employment and Housing Act (FEHA).

6.1.2.1 In the event two or more bargaining unit members with reasonable accommodation needs with appropriate credentials apply for the transfer, the member with the highest seniority will be transferred to the Independent Study program. Ties in seniority will be broken via a lottery which will be conducted by the Chief of HR and the MDEA President.


6.1.2.2 Immediately upon creation of any position in the Independent Study program HR will publicize those positions via email to all bargaining unit members.-

- 6.2 After bargaining unit members with reasonable accommodation needs have been placed, and if there are still vacant Independent Study program-positions, these positions shall be made available to all bargaining unit members with appropriate credentials via the voluntary transfer process in Article 5 of the CBA.
- 6.3 No bargaining unit member may be involuntarily transferred into an Independent Study program position.
- 6.4 TK-5th Model 2 positions are newly created positions. If these positions are reduced or eliminated for the 2022-2023 school year, bargaining unit members who transferred into or were reassigned to these positions for the 2021-2022 school year shall have return rights to the site / program to which they were assigned on the first day of the 2020-2021 work year. If there is no open position, a position shall be created by an involuntary transfer of the least senior teacher.
- 6.5 Independent Study program teachers shall be evaluated by the Independent Study program administrator.
- 6.6 Violations of this MOU shall be subject to the grievance article of the Collective Bargaining Agreement between the Parties.
- 6.7 Where there are conflicts between this language and the language in the Collective Bargaining Agreement, this language shall apply. Where this language is silent on a topic the language in the Collective Bargaining Agreement shall apply.
- 6.8 Nothing in this agreement shall preclude the Parties from modifying this MOU by mutual written agreement by both parties.
- 6.9 This MOU shall be in effect for the 2021-2022 school year only.

For the District:


8/6/21
10:40 PM

For MDEA:


Aug. 6, 2021
10:03 PM

Date

Date

Appendix A

SAMPLE SCHEDULE- TK-5th Grade Option 1

| Sample Times | Monday | Tuesday | Wednesday | Thursday | Friday | Mins |
|--|-------------------------|-------------------------|-------------------------|-------------------------|-------------------------|-------------|
| 8-8:15am | | | | | | |
| 8:15-8:45am | Synchronous Instruction | Synchronous Instruction | Synchronous Instruction | Synchronous Instruction | Synchronous Instruction | 150 |
| 8:45-9:15am | | | | | | |
| 9:15-10:15am | Fam. Mtg. | Fam. Mtg. | Fam. Mtg. | Fam. Mtg. | Fam. Mtg. | 300 |
| 10:30-11:30am | Fam. Mtg. | Fam. Mtg. | Fam. Mtg. | Fam. Mtg. | Fam. Mtg. | 300 |
| 11:30-12:00pm | Prep | Prep | Prep | Prep | Prep | |
| 1200-12:30pm | Lunch | Lunch | Lunch | Lunch | Lunch | |
| 12:30:1:30pm | Fam. Mtg. | Fam. Mtg. | Fam. Mtg. | Fam. Mtg. | Fam. Mtg. | 300 |
| 130-2:50pm | Duties outlined in 3.3 | Duties outlined in 3.3 | Duties outlined in 3.3 | Duties outlined in 3.3 | Duties outlined in 3.3 | |
| Total Minutes on assigned duties (2025 minute work week) | | | | | | 1050 |

SAMPLE SCHEDULE- TK-5th Grade Option 2

| Sample Times | Monday | Tuesday | Wednesday | Thursday | Friday | Mins |
|--|-------------------------|-------------------------|-------------------------|-------------------------|-------------------------|-------------|
| 8-8:15am | | | | | | |
| 8:15-9:45am | Synchronous Instruction | Synchronous Instruction | Synchronous Instruction | Synchronous Instruction | Synchronous Instruction | 450 |
| 9:45-10:30am | | | | | | |
| 10:30-12:30pm | Synchronous Instruction | Synchronous Instruction | Synchronous Instruction | Synchronous Instruction | Synchronous Instruction | 450 |
| 12:30-1:00pm | Lunch | Lunch | Lunch | Lunch | Lunch | |
| 1:00:1:30pm | Family contacts | Family contacts | Family contacts | Family contacts | Family contacts | 1050 |
| 130-2:50pm | Duties outlined in 3.3 | Duties outlined in 3.3 | Duties outlined in 3.3 | Duties outlined in 3.3 | Duties outlined in 3.3 | |
| Total Minutes on assigned duties (2025 minute work week) | | | | | | 1050 |

SAMPLE SCHEDULE- Middle School

| Sample Times | Monday | Tuesday | Wednesday | Thursday | Friday | Mins |
|--|---|---|---|---|---|-------------|
| 8:8:15am | | | | | | |
| 8:15- 9:15 am | Live Interaction or Synchronous Instruction | Live Interaction or Synchronous Instruction | Live Interaction or Synchronous Instruction | Live Interaction or Synchronous Instruction | Live Interaction or Synchronous Instruction | 150 |
| 9:15-10:15am | Fam. Mtg. | Fam. Mtg. | Fam. Mtg. | Fam. Mtg. | Fam. Mtg. | 300 |
| 10:30-11:30am | Fam. Mtg. | Fam. Mtg. | Fam. Mtg. | Fam. Mtg. | Fam. Mtg. | 300 |
| 11:30-12:00pm | Prep | Prep | Prep | Prep | Prep | |
| 1200-12:30pm | Lunch | Lunch | Lunch | Lunch | Lunch | |
| 12:30:1:30pm | Fam. Mtg. | Fam. Mtg. | Fam. Mtg. | Fam. Mtg. | Fam. Mtg. | 300 |
| 130-2:50pm | Prep | Prep | Prep | Prep | Prep | |
| Total Minutes on assigned duties (2025 minute work week) | | | | | | 1050 |

SAMPLE SCHEDULE- High School

| Sample Times | Monday | Tuesday | Wednesday | Thursday | Friday | Mins |
|--|------------------|------------------|------------------|------------------|------------------|-------------|
| 8:00-8:15am | | | | | | |
| 8:15-9:15 | Student . Mtg. 1 | Student . Mtg. 1 | Student . Mtg. 1 | Student . Mtg. 1 | Student . Mtg. 1 | 300 |
| 9:20-10:20 | Student . Mtg. 1 | Student . Mtg. 1 | Student . Mtg. 1 | Student . Mtg. 1 | Student . Mtg. 1 | 300 |
| 10:25-11:25 | Student . Mtg. 1 | Student . Mtg. 1 | Student . Mtg. 1 | Student . Mtg. 1 | Student . Mtg. 1 | 300 |
| 11:30-12:30 | Prep | Prep | Prep | Prep | Prep | |
| 12:30-1:00 | Lunch | Lunch | Lunch | Lunch | Lunch | |
| 1:05-2:05 | Student . Mtg. 1 | Student . Mtg. 1 | Student . Mtg. 1 | Student . Mtg. 1 | Student . Mtg. 1 | 300 |
| 2:10-3:10 | Student . Mtg. 1 | Student . Mtg. 1 | Student . Mtg. 1 | Student . Mtg. 1 | Student . Mtg. 1 | 300 |
| Total Minutes on assigned duties (2125 minute work week) | | | | | | 1500 |

Appendix B – Job Description

CERTIFICATED TEACHING PERSONNEL

3100

Duties and Responsibilities of Teachers of Horizons School (Independent Study)

Teachers of the Independent Study Program are responsible to the Administrator of the Independent Study Program.

The duties and responsibilities of Teachers of the Horizons School are as follows:

1. to provide teaching services to qualified students on a one-to-one or small-group basis at the Horizons School.
 2. to develop and educational plan (contract) in cooperation with the student and his parent(s) with each qualified student.
 3. to participate in inservice and professional growth activities relative to the Horizons Study Program.
 4. to record and encourage regular attendance of each student in the program.
 5. to select and order, through the administrator, the instructional supplies and equipment necessary for carrying out their teaching responsibilities.
 6. to participate in school and district conferences relative to students in the Horizons Study Program.
 7. to confer with counselors, administrators, parents and agency personnel regarding the progress of students for whom they are providing services.
 8. to confer with the administrator regarding recommendations for program improvement.
 9. to attend job-related meetings and activities specified by the administrator.
 10. to perform those non-instructional duties and responsibilities, including supervisory and advisory duties, as may be prescribed by the Board of Education.
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