

Proposed Memorandum of Understanding  
Between  
Sacramento City Unified School District (SCUSD)  
&  
Sacramento City Teachers Association (SCTA)

**Independent Study for the 2021-2022 School Year**

**District Counter of August ~~25~~<sup>30</sup>, 2021**

This Memorandum of Understanding (“MOU”) is entered into, by and between the Sacramento City Unified School District (“District”) and the Sacramento City Teachers Association (“SCTA”), hereafter collectively referred to as “the Parties,” on August \_\_\_\_, 2021 to address the impacts of AB 130 on the Independent Study Program in the District.

2021-2022 Independent Study Program

1. Independent study for the 2021-2022 school year will be provided through the District’s Capital City School.
2. For 2021-2022 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

Pursuant to AB 130, “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.

Pursuant to AB 130, “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 pursuant to Section 51747.5.

3. Students in grades who participate in independent study shall receive daily instruction consistent with the following:

Grade Span	Required Instructional Minutes	Minimum Synchronous minutes
EK/K	200	110
1-3	280	135
4-6	300	160
7-8	300	60 minutes each period (180 daily)
9-12	360	60 minutes each period (180 daily)

4. For students in grades 11 and 12, and for fifth year seniors who had previously been attending Cap City and are accelerated, the District will offer independent study that more closely resembles the traditional independent study program offered at Cap City prior to March 2020.
5. Consistent with AB 130, Unit members providing synchronous instruction shall document in Infinite Campus each student's participation in live interaction and synchronous instruction pursuant to section 51747 on each school day, as applicable, in whole or in part, for which independent study is provided. A student who does not participate in independent study on a school day shall be documented as nonparticipatory for that school day. Unit members shall notify the principal if there is an issue or concern with attendance or participation of a student in the independent study program.
6. Physical education classes will be provided 100% asynchronously.
7. Full time independent study assignments shall comply with the class size limitations for the applicable grade span as listed in Article 17 of the collective bargaining agreement.
8. Full time independent study unit members may teach multiple grade levels (grade spans limited to TK-6 or 7-12), but no unit member shall be assigned to teach more than two grades at the elementary level or no more than three class titles at the secondary level.
9. The instructional schedules for independent study teachers shall be as set forth in Exhibit A.
10. Unit members teaching in independent study (except those providing services pursuant to an IEP) will teach from Capital City unless remote work is authorized pursuant to the Assignment and Return Rights Section 1.A below or insufficient space requires an alternative work site.
11. Unit members teaching in independent study will follow all accommodations and modifications specified in student IEPs and Section 504 plans as required by law.
12. Independent study teachers will use Google Classroom and Zoom for web-based interactions with students.
13. To allow for an expeditious transition of students from independent study to in-person instruction if requested consistent with AB 130, unit members teaching in independent

study will adhere to the scope and sequence for each grade level or course and teach priority standards.

14. Unit members who provide Special Education services to students enrolled in the independent study program may be required to provide services virtually and/or concurrently to students enrolled in the independent study program consistent with the student's IEP. Any virtual services provided to independent study students will be scheduled during the unit member's regular contract day.

#### Support in Preparation for Beginning of Independent Study Program

1. The District will offer voluntary professional development prior to the start of the work year to unit members teaching in independent study to support their work during the 2021-2022 school year. Unit members electing to participate in this professional development will be paid at the contractual hourly rate. ~~summer per session rate (\$49.98/hour).~~
2. The District will seek volunteers from the independent study teachers and other professional support staff as appropriate to meet with parents/guardians/students, participate in IEP team meetings, and perform other work before the beginning of their contractual work year in order to comply with AB 130. Unit members who volunteer and perform such work will be paid at the contractual hourly rate. ~~summer per session rate (\$49.98/hour).~~ If there are more volunteers than hours available, hours will be assigned by seniority.

#### Assignment and Return Rights

- ~~1. Within twenty four hours following approval of this MOU, the District shall seek volunteers for full time independent study assignments from existing staff members (other than unit members that provide Special Education services including Specialized Academic Instruction). ~~Positions will be awarded in order of seniority consistent with the CBA.~~ If sufficient volunteers are not obtained within two working days of the request for volunteers, the District will hire from outside the District.~~
  - ~~a. Priority consideration will be given to unit members who meet the legal definition of having a disability according to the Americans with Disabilities Act ("ADA") and/or the Fair Employment and Housing Act ("FEHA") and for whom remote work has been determined to be a reasonable accommodation.~~
1. Within twenty-four (24) hours following the approval of this MOU, the District will post available, Independent Study positions, for application among bargaining unit members. Positions will be awarded first to certificated staff who need accommodations according to the Americans with Disabilities Act ("ADA") and/or the Fair Employment and Housing Act ("FEHA") as set forth in Section X above. If

**vacancies remain after those positions have been awarded, positions will be awarded in order of seniority.**

2. If student enrollment in independent study declines during the 2021-2022 school year, the District may reassign to another assignment based upon enrollment and staffing needs.
3. For the 2022-2023 school year, unit members who transferred into the independent study program for the 2021-2022 school year shall have the right to return to the teaching assignment they occupied prior to transferring to the independent study program or a comparable teaching assignment **through the District's regular employee surplus process described in the CBA.**

### Short Term Independent Study

In the event that students are required to quarantine, short term independent study shall be conducted consistent with Education Code **and District policy,** including but not limited to requirements for student/parent agreements and appropriate documentation of student participation and attendance. In the event a student needs to quarantine, the teacher of record will assign instructional work to students through Google Classroom, packets, and consumables based on the learning needs of the individual student as determined by the teacher. ~~in the event that students need to quarantine. In the event that extra time is required to provide said instructional material, Staff will be compensated for the extra time required to provide said instructional material, administrative processing, instruction, or other services to students during short term independent study.~~ Staff will be compensated for all additional time worked at the contractual hourly rate of pay subject to regular District procedures including supervisor approval, which shall not be unreasonably denied.

### Miscellaneous Provisions

1. Changes to Law. The parties will comply with changes to any legal requirements for independent study that occur subsequent to this agreement, and will meet and confer regarding implementation of same.
2. Term of Agreement. The parties agree that this MOU shall expire on June 30, 2022, unless extended or modified by mutual written agreement.
3. Violations of this MOU shall be subject to the grievance article in the Collective Bargaining Agreement between the Parties.

**For the District:**

**For SCTA:**

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Superintendent

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President

SCUSD Counter Proposal on Independent Study for the 2021-2022 School Year  
August ~~27~~30, 2021

Jorge A. Aguilar

David Fisher

Date: \_\_\_\_\_

Date: \_\_\_\_\_