

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE COLTON JOINT UNIFIED SCHOOL DISTRICT  
AND  
THE ASSOCIATION OF COLTON EDUCATORS**

This Memorandum of Understanding (“MOU”), between the Colton Joint Unified School District (“District”) and the Association of Colton Educators (“ACE”), (collectively, “The Parties”), is entered into for the purpose of memorializing expectations for Independent Studies.

WHEREAS, the Colton Joint Unified School District (“District”) and the Association of Colton Educators (“Association”) are parties to a collective bargaining agreement (“Agreement”) that establishes terms and conditions of employment for unit members; and

Whereas, the District and the Association (collectively, “The Parties”) enter into this memorandum of understanding in fulfillment and set clarity of expectations regarding Independent Studies

NOW, THEREFORE, the parties agree as follows:

Independent Study:

Independent study is an alternative to classroom instruction consistent with a local educational agency’s (LEA) course of study and is designed to serve pupils whose schedules preclude regular classroom attendance. Independent study has evolved to a virtual format to serve a wide range of pupils and families. This virtual alternative instructional strategy offers the flexibility to meet individual pupil needs, interests, and styles of learning. Independent study is not an alternative curriculum and independent study pupils are expected to meet the same educational objectives as all other pupils. For the 2021-2022 school year, schools are required to offer an independent study option to be made available to students whose health would be put at risk by in-person instruction, as determined by their parent or guardian.

1. Evaluation: Certificated staff will be evaluated using existing language as set forth in the current collective bargaining agreement.
2. The District understands the technical complexities of teaching in a virtual setting in regards to student participation, classroom management, and technical obstacles. With this understanding the District will work with teachers to support a constructive implementation and not negatively evaluate teachers based on circumstances that would be out of a teachers control.

3. Direct Synchronous Instruction: Independent Study provides instruction based on the state-adopted content standards by certificated teachers. There are specific requirements for instructional time that may include both synchronous and asynchronous work. These expectations will also be outlined in the students' written Learning Agreement, which must be signed prior to enrollment in an independent study program. Classroom teachers teaching in an Independent Study assignment will provide direct synchronous instruction for a minimum of:

Kindergarten to grade 3	Direct Synchronous Instruction	<b><u>Daily</u></b>
Grades 4 to 8	Direct Synchronous Instruction	2 days per week
Grades 9 to 12	Direct Synchronous Instruction	2 days per week

4. Class Size: Independent Study assignments will have a student cap of:
  - a. 32 students per period for grades 7-12
  - b. 30 per classroom for grades 4-6
  - c. 24 per classroom for grades Tk-3
  
5. Class Size Compensation: Teachers with an Independent Studies assignment will receive extra pay compensation:
  - a. Secondary: Per diem compensation, per class period, will be paid for every class in which the class size cap is exceeded. Per diem rate compensation, per class period, for class size overage will be based on Article 9, which states, by no later than the end of the twentieth (20th) student attendance day at all schools, and by no later than the tenth (10th) student attendance day of the second semester.
  - b. Elementary: Teachers will be paid the daily current certificated substitute rate for days in which the class size cap is exceeded. Substitute rate compensation will be based on Article 9, which states, by no later than the end of the twentieth (20th) student attendance day at all schools.
  - c. To provide an effective learning environment, at no time will class size exceed 42 students in grades 7-12 and 35 students in grades 4-6.
  
6. Materials: All Independent study teachers will be provided necessary current instructional materials to instruct students in a virtual format. This may include, and is not limited to, Promethean boards, iPads, laptops, hotspots, etc...
  
7. Professional Development: Independent study teachers will have the opportunity to receive professional development related to delivery of Independent study strategies and see real time examples used in context **provided that no substitute teachers will be required.**

8. Collaboration: Independent study teachers will be given time to collaborate with other independent study teachers and/or site grade level teachers. This collaboration will take place during the regular duty day **and during non-instructional time.**

General Provisions

1. This agreement will expire on **June 30, 2022.** The Parties will further discuss any modification or amendment to the Order.
2. During the term of the MOU, the Party representatives agree to discuss problem-solving issues concerning the implementation of the provisions of the MOU. The Parties may, but will not be required to, modify the MOU as a result of these discussions.
3. If an agreement cannot be reached using the Dispute Resolution Process, the Grievance language in the current CBA will apply.
4. This MOU is unique unto its own circumstances and shall in no way set a precedent for any other employee in the future, and furthermore, no party hereto shall cite this MOU or its terms as past practice for any purpose in the future.

*Cristina Puraci*

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Cristina Puraci  
Association of Colton Educators President

Date: 11/10/2021

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Darrick Garcia  
Human Resources Assistant Superintendent

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