

**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 to set clarity of expectations regarding Independent Studies.

NOW, THEREFORE, the parties agree as follows:

**Independent Study:**

Independent study is 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 instructional program offers the flexibility to meet individual pupil needs, interests, and learning styles. Independent study is not an alternative curriculum and independent study pupils are expected to meet the same educational objectives as all other pupils.

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 regarding 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 teacher's control. All instruction will take place in a district assigned classroom.
3. Direct Synchronous Instruction: Independent Study provides instruction based on the state-adopted content standards by certificated teachers for some classes (Elementary classes, ELD, and SAI). 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 an independent study program enrollment.
  - a. Definitions:
    - i. Direct Instruction or 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 a teacher or teachers of record for that pupil pursuant to Section 51747.5 or the certificated employee of the local educational agency providing instruction for traditional independent study.
    - ii. 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.

4. Special education teachers will provide Specialized Academic Instruction (SAI) time according to each student's Individual Education Program (IEP) through a combination of Direct Synchronous Instruction and Live Interaction. Special education teachers may provide SAI services (through regular classroom "push-in" and through separate classroom "pull-out") during the homeroom (Elementary), or during Learning Center or Middle School Success class periods (Secondary) to students in special education and according to each student's IEP during Direct Synchronous Instruction time. Teachers will follow the school site bell schedule and provide direct synchronous instruction for a minimum of:

Grades 3-6	Direct Synchronous Instruction	3 Hours	5-days per week
Grades 7-12	Direct Synchronous Instruction	1-3 Hours	5 days per week
Special Education (SAI) Grades 3-6	Direct Synchronous Instruction	Varies	As needed per the student's IEP (Homeroom)
Grades 7-12		2 hours	5 days per week
ELD Grades 7-12	Direct Synchronous Instruction	2 hours	5 days per week

5. Class Size: Independent Study assignments will have a student cap of:
- 32 students per period for grades 7-12
  - 30 per classroom for grades 4-6
  - 24 per classroom for grades K-3
  - 24 students for grades K-6 and 7-12 in a special education teacher's homeroom and caseload.
6. Homeroom: Independent study teachers will be responsible for overseeing the independent study program of the students in their homeroom. Teachers will monitor the progress of their Homeroom Students (for Secondary, via the online program/platform used by the District) and communicate and collaborate with the students' other teachers and the students' parents/guardians regarding their students' progress.

**Homeroom Class Size**

- 24 students for grades K-3
  - 30 students for grades 4-12
  - 24 students for grades K-6 and 7-12 receiving SAI services
7. Materials: All Independent study teachers will be provided with the 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.
8. Professional Development: Independent study teachers will have the opportunity to receive professional development related to the delivery of Independent study strategies and see real time examples used in the context.
9. Course/Class Syllabus: Independent Study Teachers who teach elementary, or who teach a synchronous course (ex ELD) will submit a Syllabus to the site administrator before the first day of each semester. The Syllabus should be aligned to the CJUSD Course of Studies and contain the following requirements per Ed Code 51749.6:

- a. The learning objectives and expectations for each course
  - b. A description of how satisfactory educational progress is measured
  - c. The objectives and methods of study for the pupil's work and the methods used to evaluate that work.
  - d. For courses that use an online program (ex. Edgenuity) the syllabus is provided by the company and is not written by the IS teachers.
10. Student Work Samples: Teachers provide electronic work samples each semester for each student on their class roster(s) who has turned in an assignment in the course/class.
11. Live Interaction: In addition to synchronous instruction, teachers will provide live interaction with their students for the purpose of maintaining school connectedness, including, but not limited to the following:
  - a. Wellness checks
  - b. Progress monitoring
  - c. Provision of services
  - d. Instruction
  - e. SAI minutes according to each special education student's IEP
  - f. Related services (i.e., LSH, ERMHS, APE, Counseling, Behavior Intervention Services) according to each special education student's IEP
12. Digital Platforms: Teachers will use Google Classroom or another District approved and supported online platform to post and receive assignments, provide resources, and communicate with students. Instruction will be provided virtually by teachers using a District approved and supported platform such as WebEx or Google Meet.
13. Documentation of Student Participation: Teachers will document each pupil's participation in live interaction and synchronous instruction on each school day, as applicable, in whole or in part, for which live interaction or synchronous instruction is provided as part of the independent study program using the District's Student Information System (Q) in the Student Engagement application.
14. Counseling support for Independent Study students will be provided by the counselors at Washington. Counselors will assist with students' Written Learning Agreements, scheduling, social-emotional supports, tiered re-engagement (as applicable), etc.
15. Secondary content area experts at the comprehensive high schools who are willing to volunteer to provide additional office hours to support IS students enrolled in A-G courses, shall receive extra duty compensation. Content area experts needed will vary depending on the courses that students are enrolled in. These office hours are intended to offer academic assistance, address student inquiries, and provide necessary instructional support aligned with the course standards. The compensation rate for this extra duty shall be \$58.30 per hour. Content area experts are expected to hold office hours virtually for one hour per week beyond their contract hours.
16. Special Education related services (i.e., LSH, ERMHS, APE, Counseling, Behavior Intervention Services) can be provided by the assigned IS provider as part of the roving count, whenever possible, through a virtual format or in-person appointment according to each student's IEP.
17. This MOU does not set precedence that unit members will be assigned to work in-person and IS


program concurrently unless they are rovers and or a related service provider and IS is an assigned work site.

18. During the term of this MOU, either party may call a meeting to review areas of this MOU that may need adjustments.

19. This MOU expires on June 30, 2025. All parties agree to meet in the event there are any material changes put forth by the LEA or the California Department of Education.

  
Cristina Puraci  
ACE President

Date

  
Brandon Dade  
Assistant Superintendent, Human Resources

Date