

Memorandum of Understanding (MOU)

Between

Newark Unified School District (NUSD) and Newark Teachers Association (NTA)

Crossroads Independent Studies Program (CISP)

2021 - 2022 School Year

This Memorandum of Understanding ("MOU") sets forth negotiable working conditions for the Crossroads Independent Studies Program ("CISP") in Newark Unified School District that vary from and/or are not covered by the current Collective Bargaining Agreement (CBA). The CBA shall be followed in all cases except for the specific areas described in this MOU.

Assembly Bill 130 has provided updated regulations and guidelines for Independent Study following the COVID-19 pandemic for students that are unable to return to in-person learning. NUSD and NTA agree that as such, the regulations and guidelines will be implemented as referenced in the Assembly Bill.

This MOU will be in effect only during the 2021-2022 school year and will expire automatically on June 2, 2022. At any time during the period of this MOU, either party may request to meet and confer regarding compliance with this MOU and the CBA regarding implementation of this Program. Both parties agree to meet to discuss whether future legislation that mandates changes to the Independent Studies Program impacts negotiable working conditions in a manner not already covered by this MOU and the CBA.

**1. Description of Crossroads Independent Studies Program**

Except for the grade span configurations in section (a) below, all of the following descriptions are intended to be consistent and in compliance with SB/AB 130 and do not add to or alter legal requirements.

- a. Instruction in the CISP will consist of the times listed below which includes synchronous and asynchronous instruction and live interaction.
  - TK-6, a plan to provide opportunities for daily synchronous instruction for all pupils throughout the school year.
  - 7-8, a plan to provide opportunities for both daily live interaction and at least weekly synchronous instruction for all pupils throughout the school year.
  - 9-12, a plan to provide opportunities for at least weekly synchronous instruction for all pupils throughout the school year.
- b. In addition to synchronous instruction and live interaction, per current practice independent study also encompasses asynchronous instruction which may include teachers' pre-recorded lessons and videos, the use of virtual learning platforms, student individual and/or small group work on assignments, and projects.
- c. Unit members will provide rigorous instruction to students of the educational quality and intellectual challenge substantially equivalent to in-person instruction. Unit members will use District approved online platforms, and District-adopted standards-based curriculum and assessments. District and state assessments shall be administered by unit members to their students. Assessments may be digital or printed, depending on the District/State standard for the assessment and the grade level. Unit members will meet the instructional minutes required by the District through synchronous and asynchronous instruction and live interaction as required by law and outlined in this MOU.

**2. Statements of understanding**

The District will partner with Edgenuity, a platform for digital courses and standards-based curriculum, for secondary students. The District will provide the right to consult with NTA if it anticipates changing vendors to supply this support.

- a. Pupil-Parent-Educator Conference
  - i. Prior to signing the CISP written agreement, and at the request of a pupil, parent/guardian

or teacher, NUSD must hold a pupil-parent-educator conference or school meeting via phone, videoconference, or in-person (EC Section 51747). At a minimum, this conference or meeting must involve all of the people who sign the pupil's written agreement for IS. During the conference or school meeting, attendees may ask questions about the educational options, curriculum offerings, and nonacademic support available to the pupil.

- b. Unit members shall work at the MacGregor campus, unless a verified doctor's note and supporting paperwork indicate that working onsite/in-person is not possible and approval is received from Human Resources to work remotely. If work is performed at the worksite the unit member will have access to commonly used areas in which they are assigned space. Each unit member will have their own (non-shared) workspace, provided, however, if this becomes infeasible due to changing circumstances, the District will meet and confer with NTA to discuss alternatives to preserve non-shared work spaces.
- c. Nothing in this MOU shall be construed to prevent or limit a unit member from providing live instructional time in excess of statutory minimums (as outlined above).
- d. Unit members will participate in the distribution and collection of textbooks and curriculum per current/past practice. Unit members may volunteer to participate in the District's distribution and collection of technology.
- e. Class Size
  - i. TK-3: The District will limit combination classes to no more than two (2) grade levels. A second/third grade combination shall not exceed the class size of twenty-two (22). A unit member assigned to the CISP shall teach no more than a total of three (3) grade levels.
  - ii. 4-6: An individual class shall not exceed two (2) grade levels. Any combination class shall not exceed the class size of twenty-nine (29).
    - 1. A unit member assigned to the CISP shall teach no more than a total of three (3) grade levels: If three (3) grade levels are assigned the total student contacts shall not exceed 29.
  - iii. 7-12: Grades 7-8 and 9-12 student groupings shall be kept separate for purposes of synchronous instruction.
- f. CISP teachers will be told of a student leaving the program, at least 2 days prior to the planned student's departure.
- g. The classroom teacher and the CISP teacher may meet at their discretion during available preparation and/or other times during the workday that do not involve live instruction prior to the student exiting the CISP. If this is not feasible and/or more time is needed, teachers may request to their principals/supervisors to meet outside the contractual work day. The teachers will be compensated at the contractual hourly rate of \$40.00. No reasonable request will be denied.
- h. The teacher of record at the conclusion of a grading period shall assign grades.
- i. Educator Resources
  - i. The District shall provide all mandated equipment for work in the CISP. Staff shall not be liable for damage to District equipment unless through negligence or bad faith.
  - ii. Program unit members will be required to use District approved online learning platforms/applications for communication, assignments, and instruction.
  - iii. Unit members who have applied for and been assigned to the CISP and must vacate their current classroom will be provided with storage materials (boxes, etc.), storage space, and moving of materials to/from their classroom for the duration of their CISP assignment as requested by the unit member. The District will not be held liable for damage of a unit member's stored items.

- j. Per Education Code section 44865, unit members who have applied for and been assigned to the CISP shall consent in writing on a form provided by the District to teaching at an alternative site.

**3. Assignment to an Independent Study Teaching Position**

The following procedures shall apply to the assignment of Crossroads Independent Study Program (CISP) for positions needed beyond the existing Program staffing for the 2021-2022 school year.

- a. The District shall post and notify all bargaining unit members of Independent Study vacancies via District email. The vacancy shall contain the title and brief description of the position, the credential requirements for the position, and a closing date which is at least five (5) calendar days following the posting date. Unit members' requests for an Independent Study assignment must be submitted via email. The request may include the reasons for the bargaining unit member's request including a valid medical reason related to COVID-19 as defined in section I.(b) below.
- b. Priority for assignments shall be given to those individuals who are requesting an Independent Study assignment because either they or someone in their household is at high risk for infection or illness associated with COVID-19, verified by a doctor's note and supporting paperwork indicating remote work and/or accommodations that cannot be met through a discussion similar to the interactive process and other accommodations of working in person.
- c. If, after giving priority of assignments to these individuals, there are additional Independent Study assignments available, the remaining assignments shall be filled with applicants in order of seniority. If, after giving priority of these assignments to these individuals, the assignments shall be posted for outside consideration via EdJoin as categorically funded/temporary assignments.
- d. In the event a unit member is unable to return to in-person instruction, and an Independent Study assignment is unavailable to them, such bargaining unit members may utilize any legal or contractual leaves for which they are eligible.
- e. Unit members' will have return rights to their previous site/position, as their positions will be backfilled with a categorically funded/temporary employee for the duration of the Independent Study assignment.
- f. Per Education Code section 44865, unit members with Independent Study assignments shall consent to teaching at an alternative site. The unit member's request to be assigned to an Independent Study position via email, as described in I.(a). of this MOU shall be deemed to be the consent described in this section. No other form or written consent is required.

**4. Professional Development**

Unit members participating in the Crossroads Independent Studies Program shall attend mandatory Professional Development training on one or both of the professional development days scheduled prior to the beginning of student instruction about the Edgenuity program, including the online curriculum, attendance, engagement logs, and any other District-provided applications used in the Program. Additional training about Edgenuity shall occur during the school year during contractually designated times for professional development.

**5. Articles in the CBA**

The following specific articles were discussed between the Parties as part of their overall agreement to adhere to the current CBA as described in the first introductory paragraph above.

- Article 7: **Work Day**  
Article 8: **Class Size** (Subject to the modifications in Section 2.e.of this MOU)  
Article 9: **Evaluation** (NOTE: Observation of unit members scheduled for evaluation will continue to be conducted during synchronous instruction.  
Article 10: **Transfer/Reassignment** (subject to the modifications in Section I of this MOU)

This Memorandum of Understanding is the product of collaboration between NUSD and NTA and through their respective representatives, and was not prepared or drafted by only one party. This Agreement shall be constructed in accordance with the laws of the State of California. This Agreement shall remain in place through June 2, 2022, unless otherwise amended and agreed to by both parties.

For NTA:

DocuSigned by:  
*Cheri Villa*  
CFAEA4B21D74EE  
Cheri Villa, Elementary Director  
DocuSigned by:  
*David Hernandez*  
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David Hernandez, CTA

8/10/2021

For NUSD:

DocuSigned by:  
*Mark Triplett*  
BB15CCAC8E3E4E1  
Mark Triplett, Superintendent  
DocuSigned by:  
*Nicole A. Pierce-Davis*  
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Nicole Pierce, Assistant Superintendent of Educational Services

8/10/2021