

MEMORANDUM OF UNDERSTANDING
BETWEEN THE LANCASTER SCHOOL DISTRICT AND THE TEACHERS
ASSOCIATION OF LANCASTER
October 28, 2021

Independent Study for the 2021-2022 School Year

August 10, 2021 - June 2, 2022

This memorandum is agreed between Lancaster School District (District) and the Teachers Association of Lancaster (TAL) for Independent Study for the period of October 4, 2021 – June 2, 2022 for students being placed on short-term Independent Study (I.S.) due to issues related to COVID-19. The District recognizes that this is a unique situation and the number of students needing Independent Study has increased due to COVID-19. The District will utilize one-time dollars to cover this unique expense. Additionally, the District and TAL recognize the need to address the number of students requesting Long-Term Independent Study through a creative, and one time agreement. The District and TAL agree to return to the table should new legislation alter the requirements of Independent Study for the 2021-2022 school year.

**SHORT TERM INDEPENDENT STUDY FOR INDIVIDUAL STUDENTS
AND/OR THE ENTIRE CLASSROOM QUARANTINED (3-14 DAYS)**

For Individual Students Quarantined:

Classroom teachers are not responsible for making, monitoring or grading independent studies resulting from students being quarantined. The District and TAL agree that Independent Study work for students quarantined may be developed via the following unprioritized options and that other options may also be pursued, and the district may use its discretion in managing independent study for students out on quarantine:

- **OPTION 1:** Teacher volunteers will be solicited and priority will be given first to the teacher of record, then to a bargaining unit member at the school site, to do the following:
 - A student who has been quarantined will be offered a short-term (3 - 14 days) independent study contract.. The student will access classroom assignments and lessons through the teacher’s Google Classroom, email, or from prepared paper packets. The work can be assigned daily, or in chunks of several days at a time. The master agreement must be signed and kept on file for 3 years. Work samples must also be kept on file. These can be archived in the Google Classroom. Teachers will provide lessons, document academic credit and time-value equivalent credit for completed

lessons, retain the requisite assignments, and record credit/no credit. Upon completion of the independent study term, information regarding the lesson, assignments, and credit/no credit will be provided to the child's teacher of record if the short term independent study teacher isn't the teacher of record.

- Self-contained teachers will be paid a one time amount of \$35.00 for each student placed on I.S., regardless of how many days each student is on I.S. for each quarantine period. Departmentalized or cored-teachers and RSP teachers will be paid \$10.00 for each student placed on I.S., regardless of how many days each student is on I.S. for each quarantine period, for each instructional period the student is in their class.
- **OPTION 2:** One Independent Study Teacher will be selected from the district for each grade level, TK-8th, via a posting and interview process. All bargaining unit members are eligible to apply for this assignment.
 - These volunteer teachers will assume all responsibilities as identified in Option 1 above.
 - These teachers will be compensated with a 1/7th assignment.
 - Should the teacher not be able to fulfill their responsibilities for any reason, the 1/7th compensation will be prorated for the number of days served in this capacity in a month.
- **OPTION 3:** The district will contract out Independent Study for students on quarantine.
- Regardless of the option selected by the district, the teacher of record will accept the work given to the student in lieu of any other classroom assignments while the student is absent due to quarantine.

For Entire Classrooms Quarantined:

Each student in a quarantined classroom will be offered short term independent study (3-14 days). The students will access classroom assignments and messages through the teacher's Google Classroom. The work can be assigned daily, or in chunks of several days at a time. The teacher of record may be the regular classroom teacher or another teacher who is substituting for the regular teacher.

If a classroom is quarantined and the regular teacher does not develop COVID-19, the teacher will provide students with the short term independent study work before the end of the first day of quarantine and perform the functions of the Independent Study teacher of record.

If the classroom teacher is quarantined and unable to work, a peer teacher at the grade level at the site will be offered the opportunity to be compensated up to ten hours, per 5 day cycle, to compile 5 days of Independent Study work for the quarantined classroom students.

- If no such teacher is available, it will be offered at the site, then to district grade level teachers, and then to district teachers.
- Additionally, this teacher will be compensated for up to 2 hours a day for every day after the preparation of work for Independent Study of students not in their regular classroom, paid at the rate of \$35.00 per hour.
- Students will access classroom assignments and lessons through the teacher's Google Classroom.
- The master agreement must be signed and kept on file for 3 years. Work samples must also be kept on file. These can be archived in the Google Classroom.
- Teachers who receive this compensation will provide lessons, document academic credit and time-value equivalent credit for completed lessons, retain the requisite assignments, communicate with the regular classroom teacher, and perform the requirements of the Independent Study Master Agreement.

LONG TERM INDEPENDENT STUDY THROUGH LAVA

The District and TAL agree to the following program elements beginning two weeks after the ratification of this MOU.

- Grades TK-8th no class size exceeding 38 students
 - Grades TK-3 will be paid \$5.00 per student per day whenever enrollment is over 29 students.
 - Grades 4 - 6 will be paid \$5.00 per student per day whenever enrollment is over 34 students.
 - Grades 7-8 will be paid \$5.00 per student per day whenever enrollment is over 35 students.
- The District will provide bargaining unit members with a \$450 monthly stipend for August, September, and October, 2021, prorated based on the number of days each bargaining unit member taught for LAVA to compensate teachers for their class sizes for the first three months of the 2021-2022 school year.
- Teachers assigned to LAVA will be provided with a proper workspace from which to deliver instruction. This workspace can have no more than 2 teachers in a classroom, but every effort will be made to place teachers in their own workspace by November 29, 2021. Should that not occur, any teacher not in their own workspace, who desired their own workspace,

shall receive additional compensation of \$100 per week until they are moved into their own workspace. TAL and the district agree to meet again in the event that future LAVA expansion impacts classrooms.

- Teachers assigned to LAVA will work a revised schedule, as indicated below:

Grades TK - 3 Schedule

| Grades TK - 3 | Monday | through | | | Saturday |
|--|---|---|---|---|---|
| Live Interaction By Teacher of Record AS NEEDED | Attendance **SEL Support **Wellness Check **Progress Monitoring | Attendance **SEL Support **Wellness Check **Progress Monitoring | Attendance **SEL Support **Wellness Check **Progress Monitoring | Attendance **SEL Support **Wellness Check **Progress Monitoring | Attendance **SEL Support **Wellness Check **Progress Monitoring |
| Daily Synchronous Learning by Teacher of Record (5 days per week) | Regularly Scheduled 40 mins w/ Teacher of Record - Daily Monday - Friday (Saturday option ONLY for Supplemental Teachers of Record) Assign Weekly Assignments for all core content areas - Must be posted in Google Classroom for student/family access; Review assignments, provide feedback and grades MUST UTILIZE: Google Classroom; Schools PLP ; Class Dojo; School Pathways; PowerSchool; Intervention Learning Plans (ILP); | | | | |
| TK - K Asynchronous Learning | 3-4 hours daily w/ parent/caregiver *Daily learning log | 3-4 hours daily w/ parent/caregiver *Daily learning log | 3-4 hours daily w/ parent/caregiver *Daily learning log | 3-4 hours daily w/ parent/caregiver *Daily learning log | 3-4 hours daily w/ parent/caregiver *Daily learning log |
| 1st - 3rd Asynchronous Learning | 4-5 hours daily w/ parent/caregiver *Daily learning log | 4-5 hours daily w/ parent/caregiver *Daily learning log | 4-5 hours daily w/ parent/caregiver *Daily learning log | 4-5 hours daily w/ parent/caregiver *Daily learning log | 4-5 hours daily w/ parent/caregiver *Daily learning log |
| Systems to Provide Support | Virtual Learning Labs UCLA Mentor/tutoring | Tutoring.com Virtual Extended Learning Opportunities | Re-engagement Plan Monitoring Counselors | | |

Grades 4-8 Schedule

| Grades 4 - 8 | Monday | through | | | Saturday |
|--|--|---|---|---|---|
| Daily Live Interaction By Teacher of Record (5 days per week) | Attendance **SEL Support **Wellness Check **Progress Monitoring (30 minutes) | Attendance **SEL Support **Wellness Check **Progress Monitoring (30 minutes) | Attendance **SEL Support **Wellness Check **Progress Monitoring (30 minutes) | Attendance **SEL Support **Wellness Check **Progress Monitoring (30 minutes) | Attendance **SEL Support **Wellness Check **Progress Monitoring (30 minutes) |
| Weekly Synchronous Learning by Teacher of Record (1 Day per Week) | Regularly Scheduled 45 mins w/ Teacher of Record - Any day Monday - Friday (Saturday option ONLY for Supplemental Teachers of Record) Assign Weekly Assignments for all core content areas - Must be posted in Google Classroom for student/family access; Review assignments, provide feedback and grades MUST UTILIZE: Google Classroom; Schools PLP (Gr. 4-5) / Edgenuity (Gr. 6-8) ; Class Dojo; School Pathways; PowerSchool; Intervention Learning Plans (ILP) | | | | |
| Asynchronous Learning | 4-5 hours daily w/ parent/caregiver *Daily learning log | 4-5 hours daily w/ parent/caregiver *Daily learning log | 4-5 hours daily w/ parent/caregiver *Daily learning log | 4-5 hours daily w/ parent/caregiver *Daily learning log | 4-5 hours daily w/ parent/caregiver *Daily learning log |
| Systems to Provide Support | Virtual Learning Labs Tutoring.com Virtual Extended Learning Opportunities | Re-engagement Plan Monitoring UCLA Mentor/tutoring Counselors | | | |

SUPPLEMENTARY LAVA POSITIONS

Should additional students still need to be served beyond the current capacity of LAVA teachers, District-wide classroom teachers and instructional coaches will be given the opportunity to become the teacher of record for Long Term Independent Study students at LAVA under the following conditions:

- The teacher will be awarded a 1/7 assignment for a caseload of up to 7 students all in the same grade level.
- The 1/7 compensation will be prorated for the number of days served in this capacity in a month.
- Teachers will provide services each week, for the number of instructional days in that week.
- Teachers will be responsible for all planning, grading, and record-keeping, including, but not limited to
 - attendance accounting
 - contact and re-engagement logs
- This work will be done outside of the regular work day, but can be done on Saturdays.

This opportunity to be a Supplemental LAVA teacher will be posted according to current contract language and teachers will be interviewed and selected. Should numbers decrease, students may be reassigned and Supplementary LAVA positions may be eliminated.

Supplemental LAVA teachers will provide all outlined services and supports identified in the tables listed above.

This agreement is the result of the new Independent Study requirements due to COVID-19 and in a one-time, non-precedent setting agreement for the 2021-2022 school year only and will sunset on June 2, 2022.

Kym Hickman, TAL Negotiations Chair

Lexy Conte, Deputy Superintendent HRS

Date: _____

Date: _____

Gina Whipple
TAL President

Dr. Michele Bowers
Superintendent

Date: _____

Date: _____