

**MEMORANDUM OF UNDERSTANDING BETWEEN  
Sweetwater Education Association (SEA) and  
Sweetwater Union High School District (SUHSD)**

**Regarding AB 167 Implementation  
December 1, 2021**

The Sweetwater Union High School District (SUHSD) and Sweetwater Education Association (SEA) collectively enter into this memorandum of understanding (MOU) on the following terms and conditions:

WHEREAS, current California Department of Public Health (“CDPH”) guidance requires students to quarantine when they are exposed to COVID-19 and/or are experiencing COVID-19 symptoms under certain circumstances, which may require students to participate in independent study options due to COVID-19 exposure;

WHEREAS, current conditions related to the pandemic and student demand for independent study has shifted District programming and required the district for the 2021-22 school year to temporarily address the long-term requirements of Assembly Bill (AB 130) and its budget cleanup bill AB 167 to serve additional students in the 7-12 schools through independent study;

WHEREAS, the Parties desire to memorialize their agreement regarding the Independent Study plan for students quarantined or where classes are otherwise impacted due to COVID-19;

WHEREAS, AB 130 and AB 167 implements additional requirements for students receiving instruction through Independent Study (as defined below) including a requirement that students are provided live interaction and synchronous instruction as defined as follows:

- “Live interaction” means interaction between the student and 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.
- “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 certificated staff and student. Synchronous instruction shall be provided by the certificated staff of record for that pupil pursuant to Section 51747.5.
- “Independent Study” when capitalized in this Agreement means certificated staff provide students with short term Independent Study agreements as established by the Education Code and AB 130 and AB 167.



  
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THEREFORE, the Parties agree as follows:

1. SEA bargaining unit members shall provide each student who is excluded from school and/or quarantined due to COVID-19 with instructional materials that are of the same rigor, educational quality, and intellectual challenge equivalent to in-person student instruction- to ensure continuity.
2. Teaching responsibilities associated with Independent Study agreements related to emergency related or pandemic absence for the 2021-2022 school year include, but are not limited to:
  - Materials will be provided through an agreed upon site designated platform (e.g., Google Classroom, MS Teams, Canvas, etc.), or via hard copy at the SEA bargaining unit member's discretion.
  - Recordings of the instructional lesson may be included on the platform daily for students who could not access the session at the limited time synchronous instruction was provided. Unit members will control the recording and posting of their daily synchronous instruction.
  - If work is provided via hard copy or other agreed upon designated platform, certificated staff will outline the assignments that will be provided to each student, the number of instructional minutes those assignments are equivalent to, how the work will be evaluated, and the student grade for that work.
  - If work is provided via an agreed upon site designated platform, student work and engagement will be monitored through the teacher's designated grading and communication platform. All assigned work must meet minimum daily instructional minute requirements. Communicate student progress to parents/guardians via the SEA bargaining unit member's designated grading and communication platform.
3. The main office will continue to obtain independent study agreements.
4. The intent of this MOU is that in delivering synchronous instruction to students meeting the requirements of AB 130 and AB 167, these minutes will be generally completed with a focus on the needs of the students, taking into account consistency in time, but also content area. Structure is important, but the parties acknowledge the need for flexibility to meet student needs. To meet the synchronous requirements of AB 130 and AB 167 across the various grade spans, the following provisions will apply:
  - a. Grades 7-8 – a minimum of one hour weekly, with daily minutes divided consistent with daily site schedule, such as 10 minutes each day a class meets for schools on a traditional 1-6 schedule and 20 minutes each day a class meets for schools on a block or quarter schedule of synchronous instruction by each certificated staff.

  
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- i. SEA bargaining unit members who have students on independent study will turn on Zoom, Teams, or Google Meet concurrently during the presentation of lesson to the in-class every day class meets in person.
    - ii. Daily synchronous instruction will ensure the district meets the daily live interaction requirement of AB 167.
    - iii. The intent of the parties is to provide access to the synchronous platform is so absent students can hear the lesson and see the materials; there is no requirement that teachers' or other students' countenances are required.
  - b. Grades 9-12 –a minimum of a minimum of one hour weekly, with daily minutes divided consistent with daily site schedule, such as 10 minutes each day a class meets for schools on a traditional 1-6 schedule and 20 minutes each day a class meets for schools on a block or quarter schedule of synchronous instruction by each certificated staff.
    - i. SEA bargaining unit members who have students on independent study will turn on Zoom, Teams, or Google Meet concurrently during the presentation of lesson ~~of~~ to the in-person class every day the class meets in person.
5. With prior approval from the site administrator, SEA bargaining unit members may develop an alternative framework to meet the synchronous requirements outlined in this agreement, including the requirements of Section 4.
6. Flexibility will be given to SEA bargaining unit members in special settings including but not limited to Moderate, Mod/Severe, Transition, PE, VAPA, and CTE.
7. SEA bargaining unit members will take attendance to record student participation for synchronous and daily live interaction. Teachers may daily access their roster with attendance codes of students. The district will determine feasibility and work to implement an additional attendance code for teachers to record which students on short term agreements have participated in daily live instruction.
8. Compensation.
  - a. The Parties have agreed that all classroom teachers that have students on a short-term Independent Study, effective September 23, 2021 (upon passage of AB 167), may submit a timecard (which can serve as a time accounting log by noting impacted students served) for up to one hour additional a week for the weeks they have impacted students at their per diem pro rata rate. This increase in compensation is for the additional minutes and worktime associated (on average 10 minutes a day) with meeting the requirements of AB 130 and AB 167 whenever teachers have to provide such services to students on the independent study plan. Appropriate one-time funding at the district's discretion (including but not limited to Elementary and Secondary Schools Emergency Relief Act (ESSER), California State Expanded Learning Opportunities Grant (ELOG) and/or In-Person Instruction (IPI) grant funds) will be utilized to pay for the additional compensation. Unit members who are submitting timecards for the period prior to MOU execution thorough December 17, 2021, will

  
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submit one cumulative timecard with student names noted no later than January 30, 2022. The district will consider (on a case-by-case basis) timesheets in instances where a SEA bargaining unit member encounters excessive workload due the above requirements or unforeseen circumstances that arise from the implementation of this MOU (i.e., SPED/SLP) and may authorize more than one hour per week if approved by site administration, Cabinet level supervisor and area lead (i.e., if in SPED, Director of Special Services).

- b. Parties acknowledge that this MOU is not intended to impact the compensation received by certain special educators under the parties AB 130 MOU associated with the additional 1/6. Special Educators who have to provide synchronous instruction to students on a short-term independent study agreement due to the pandemic and who participate in short term independent studies contracts still have access to participation in this MOU for periods other than the AB 130 1/6<sup>th</sup> assignment.
- c. Parties acknowledge that these one-time funds may be used to provide additional services to students beyond their normal school day, and such services and extension of the duty day may be provided by teachers. The parties are interested in determining how to offer such additional services to all students by all teachers utilizing these funds.

9. Evaluations.

- a. Independent study for quarantined students shall not be considered as part of the evaluation for the classroom teacher being evaluated. At the request of the classroom teacher, formal observations may be rescheduled if the observation was to concur on a day/class period when the teacher must provide synchronous instruction/live interaction.
- b. Unit members (other than existing independent study teachers) will not be held accountable for non-participation of any short-term independent study students, but teachers will make every effort to encourage students to participate in daily live instruction.
- c. Unit members shall not be held responsible for technology problem that hinder access to virtual instruction. Unit members will notify the site administrator as soon as practically possible when technology issues prevent student access.
- d. Parties acknowledge that providing instruction in the classroom while also providing synchronous instruction to students during the pandemic is a challenging process. All unit members who engage in good faith actions to implement this program shall not be subject to evaluative action or disciplinary action related to the delivery of instruction and classroom management associated with this program, due to the unique circumstances surrounding this crisis. This shall not preclude evaluative or disciplinary action for non-COVID hybrid learning related items, such as member's inappropriate behavior or communications with students during this time period.

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10. Non-Precedent Setting. This Agreement shall not be precedent setting or form any basis for past practice.
11. Unless otherwise addressed in this MOU, all terms of the current Collective Bargaining Agreement (“CBA”) shall remain unchanged and in full force and effect. All provisions of this MOU are subject to the negotiated grievance procedure in the CBA.
12. The Parties share joint interests in keeping communications open and working collaboratively for the benefits of students, staff, parents, and the district community as events continue to unfold during the pandemic and the Parties agree to continue to communicate and bargain as necessary to address the effects on working conditions.
13. This Agreement shall remain in effect through June 3, 2022.

**For the Association:**




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Dalisay Quitlen, SEA Bargaining Chairperson

*Leo Hsu*

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Leo Hsu

*Lourdes A Renteria*

Lourdes A Renteria (Dec 3, 2021 12:15 PST)

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Lourdes Renteria




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John Cox

*Chad Cooper*

Chad Cooper (Dec 6, 2021 11:14 PST)

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Chad Cooper, Executive Director STCU, CTA/NEA

**For the District:**




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Roberto Rodriguez, Director, Labor Relations

*Vernon Moore*

Vernon Moore (Dec 3, 2021 13:24 PST)

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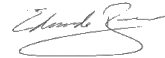
Vernon Moore, Chief of Educ. Equality & Support



Ana Maria Alvarez (Dec 6, 2021 09:50 PST)

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Ana Maria Alvarez, Asst. Supt, Teaching & Learning




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Eduardo Reyes, Chief Human Resources Officer

*Jenny Salkeld*

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Jenny Salkeld, Chief Financial Officer

*Maribel Gavin*

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Maribel Gavin, Principal



Jennifer Carbuccia (Dec 3, 2021 12:43 PST)

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Jennifer Carbuccia, General Counsel