

MEMORANDUM OF UNDERSTANDING  
BETWEEN  
HAYWARD UNIFIED SCHOOL DISTRICT  
AND  
HAYWARD EDUCATION ASSOCIATION  
**Virtual Independent Study**  
**September 27, 2021**

**Background**

HUSD is offering a Virtual Independent Study Program (VISP) for students. The District has hired VISP teachers to work with a caseload of students. At this time, we are at enrollment capacity in the VISP based on our current staffing allocations. The District has a need to provide additional staffing for the VISP for the 2021-22 school year, as additional student applicants for the program have increased based on safety concerns related to COVID-19. Per ed code districts must not exceed 10% of student enrollment into alternative programs by district or site. 10% of HUSDs current enrollment district wide is 1,900.

The program would include the components of the Independent Study board policy and education codes, following AB 130 guidance.

**Proposal**

HUSD will serve students through the VISP in the following ways:

1. By opening additional vacancies for the following VISP positions. Allocation based on current wait listed student requests in the following spans.
  - a. K-3
  - b. 4 - 6
  - c. 7 - 8
  - d. 9 - 12
  
2. Offer of an additional 0.2 FTE to HEA unit members who hold a teaching credential. All provisions regarding assignments in Article 14 will apply.
  - a. Caseload for 0.2 fte is 5
  - b. Grade level spans for caseload as listed above will apply
  - c. Unit members may apply for no more than 2 additional 0.2 FTE assignments within the VISP program and may not exceed an overall 1.5 FTE.
  
3. Filling vacancies will follow the assignment and transfer processes outlined in Article 14.

**VISP Teacher(s)**

1. The Edgenuity platform is the core curriculum platform to be utilized for instruction delivery. Supplemental instructional materials may be utilized at the teacher's discretion.
2. VISP teachers will maintain their assignment for the duration of time students are enrolled in the program, and the assignment FTE will remain even in the event of

enrollment changes during the trimester/semester.

- a. In the event the enrollment drops to zero, the FTE would not continue the following trimester/semester.
  - b. At the unit members' discretion, students may be added to a caseload and caseloads may not exceed 5.
  - c. The caseload may be maintained at 5 by adding students from the waitlist at the teacher's discretion.
3. Support for VISP assignments may be scheduled during a unit member's prep, immediately prior to or immediately after the unit member's regular scheduled workday at the teacher's discretion. Hours will be announced by the teacher to the parents and students at the start of the assignment for each trimester/semester.
4. Unit members will work from their classrooms or office space. If working within the regular hours of the members' hours (eg using their prep)
5. The following additional hours are provided to be paid at the unit member's per diem rate but will be no less than the per diem hourly rate of \$59.56 based on 186 Salary schedule step/column C7:
- a. Up to 7 hours of mandatory training on Edgenuity will be available to unit members. The training will be recorded and viewed by the teacher prior to the start of the program, at the teacher's discretion.
  - b. 1 hour for Orientation
  - c. Up to 7 hours of preparation/planning time scheduled and directed by the teacher.
6. Participating teachers will not be evaluated in the 2021-22 school year with the exception of probs and temps as required by regulations.

### **Instructional Program**

Based on AB 130 and education code 51747, the following instructional time(s) will be:

<b>Grade Span</b>	<b>Check-in</b>
K-3	Daily attendance and daily synchronous instructional period
4-6th	Daily attendance and weekly synchronous instructional period
7-8th	Daily attendance and weekly synchronous instructional period
9-12th	Daily attendance and weekly synchronous instructional period

VISP Teacher Program Responsibilities include:

- Completing designated portions of the written independent study agreement and signing the agreement

- Supervising and approving coursework and assignments
- Maintaining records of student assignments showing the date the assignment is given and the date the assignment is due
- Maintaining a daily or hourly attendance register in accordance with Board policy
- Communicate with students/families on student academic progress
- Proctor annual state testing for students enrolled in a VISP at the time of annual testing
- District attendance policy will be followed in the event students do not regularly attend, or participate including the admin, and YIS contacting the student/guardian.

### **VISP Assignments**

The District will prioritize students in the VIS Program being placed with HUSD teachers who have applied to the VIS Program. Students will be placed with all available HUSD Staff applicants until no staff to teach in the VISIP are available, on an on-going basis.

At any time, when an HUSD teacher applies, and students are available needing placement, first consideration will be given to the HUSD teacher prior to a placement with the NPA service providers

1. The District may utilize outside employees only according to the terms below to secure necessary staffing for the VISIP program.
  - a. Opportunities for extra duty assignments (as previously described) shall be posted and publicized to HEA members for at least five (5) days. Postings may remain open for the 2021-22 school year for ongoing recruitment of HUSD teachers for the VIS program as needed.
  - b. The District will update HEA on the number of volunteers, and any unmet staffing needs based on waitlist students and class size limits;
  - c. In the event students remain waitlisted to enroll into the VISIP, after students have been placed with all available HUSD staff, the District may obtain up to six (6) outside employees (Non public Agency (NPA) service providers to serve students remaining on the VISIP waitlist.
  - d. If there are still students remaining on the waitlist after procuring up to six (6) NPA service providers, HUSD will meet with HEA to reach consensus on the additional staff needed. HUSD and HEA will meet to negotiate the impacts of exceeding this number.
  - e. At the end of each trimester/semester, HUSD and HEA will meet to evaluate the student placement and teacher assignments and the need of NPA service providers. If there are HUSD teacher/applicants who have interest or room for more VISIP students on their caseload, then students on the NPA's roster will be reassigned to HUSD teachers.

Steps a through d above may be repeated until all waitlisted students are enrolled in the VISIP.

Outside employees utilized for this purpose shall be contracted for the 2021-2022 school year only, and solely for the purpose of meeting student demand for VISIP placement.

This agreement shall not set precedent with respect to the use of outside employees for VISP or any other purposes.

## **Special Education**

### **Background**

The Virtual Independent Study Program has students with IEPs that have requested to participate in this alternative educational program. The HEA Return to In Person MOU had provisions for a summer IEP team to conduct IEP meetings for students who had requested to participate in the program as of the July 16, 2021 deadline. The District was unable to hold and complete all IEPs of students who had requested to participate in this program, and is proposing the following addendum to the original MOU in order to complete IEPs now that the traditional school year has begun.

### **Proposal**

The district proposes that the itinerant Special Education teachers currently assigned to conduct district IEPs should invite the students' home school case manager and a general education teacher who have worked with the student to participate in the IEP meeting to determine if a change of placement to the VIS program is appropriate.

1. Special Education Teachers currently assigned as Itinerant teachers shall conduct assessments of students in the VIS Program. during the traditional year.
2. Special Education Teachers currently assigned as Itinerant teachers shall facilitate VISP IEP meetings of students in the VIS Program during the traditional year
3. VISP IEP meetings shall be scheduled by the itinerant Special Education Teachers who facilitate the meetings. The scheduling would include an invitation to include the attendance of the requesting students' homeschool current case manager (i.e. RSP, SLP, SDC teacher) along with a general education teacher at the student's home school to provide information related to the determination of a placement change.
4. HEA and HR will meet to reach consensus no later than October 1, 2021 on the ratio and related compensation for itinerant Special Education teachers who facilitate the IEP meetings and/or conduct assessments.
5. Home school case managers (RSP, SLP, SDC teacher) shall receive 2 hours of additional pay (paid at the member's per diem rate, but no less than the per diem hourly rate of \$59.56 based on 186 Salary schedule step/column C7). 1 hour to review the IEP documents prior to the IEP, and an additional hour for time spent in the IEP meeting.
6. The students' case manager is required to attend the IEP as a participant only. Their duties do not include facilitating or scheduling the IEP meeting, unless they volunteer to do so.
7. The general education teacher will receive 1 hour of pay at the per diem hourly rate for attendance\_in the IEP meeting.
8. If the IEP meeting is longer than 1 hour then staff will be paid for the additional time of the meeting to the nearest half-hour. In the event that case managers or classroom

teachers cannot extend their meeting time, they will be excused from the remainder of the meeting.

**Counselors**

Counselor's currently participating in the VIS Program, shall have a caseload ratio of .5:150. This ratio will not be exceeded.

Counselors participating in the VISP "extension" shall be paid at their additional .20 FTE rate for every 60 additional 7th through 12th grade students on their caseload. The caseload of 60 shall not be exceeded.

This agreement will end at the end of the 2021-2022 school year or if the program is dismantled before the end of the 2021-2022 school year.

**Miscellaneous Provisions**

All other provisions of the CBA apply.

This agreement shall apply only to the 2021-2022 school year, and shall expire on June 30, 2022 unless the parties mutually agree to an extension or modification.

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For the Association

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For the District