ACALANES UNION HIGH SCHOOL DISTRICT

Memorandum of Understanding

Between

The Acalanes Union High School District

And

Acalanes Education Association

**Re: Independent Study Teachers**

**2022-2023 Memorandum of Understanding**

**THE INDEPENDENT STUDY TEACHERS**

The following terms and conditions for employment apply to unit members assigned to Acalanes Center for Independent Study.

Independent study teachers included in the bargaining unit shall only be entitled to those rights under the collective bargaining agreement specified below:

Article 1 Agreement

 2 Recognition

 3 Salaries

 4 Organization Security

 6 School Year Calendar

 7 Leaves

 11 Evaluation

 12 Employee Benefits

 13 Grievance Procedure

14 Peer Assistance and Review (PAR)

15 Working Conditions and Safety

16 Districts Rights

17 Employee Discipline

18 Completion of Meet and Negotiate

19 Term

20 Severability

Specific articles for ACIS teachers that differ from the contract include:

Article 5: TEACHING HOURS

It is recognized that the independent study teacher job description is different from that of the comprehensive teacher.

Monday work day

* ACIS teachers will report to work on Mondays. Teachers who are .20 FTE or .40 FTE may attend meetings virtually and do not have to report to campus.
* Staff meetings shall be held for an hour on Mondays as scheduled.
* ACIS teachers shall have open office hours via a district approved online platform for at least one hour with students. In addition, teachers shall hold an in-person office hour as needed for student appointments. Their schedule will be developed collaboratively with other teachers and administration to ensure students have access to teachers as appropriate.
* A full time FTE shall have a minimum of 4 hours of prep time on Monday.This will be prorated for part time teachers.

Tuesday-Friday work days

An ACIS teachers Tuesday through Friday work days shall start 30 minutes prior to their first scheduled period and end 15 minutes after their last scheduled period, including prep periods. Friday collaboration shall start at 7:30am.

An ACIS teachers work week shall include a minimum of the following

* 7 period days and/or block schedule days Tuesday through Friday
* Friday morning collaborations with colleagues both at ACIS and comprehensive sites. Core teachers are required to collaborate a minimum of two Fridays a month with colleagues at the comprehensive sites. Part time teachers may collaborate with colleagues at the comprehensive sites with administrative approval. Mileage shall be reimbursed as a stipend based on the IRS mileage rate as stated in schedule B. Virtual collaboration may be approved on a case-by-case basis.
* Any part time teachers who choose to collaborate off site will submit mileage reimbursement sheets.
* A google form will be sent to teachers each quarter so they can share their collaborative plan for the next 9 weeks.

Non-classroom ACIS staff work week

It is understood that students in the ACIS program have a higher need of counseling services compared to students enrolled at the comprehensive sites. As such, ACIS will have a minimum 0.2 FTE counselor assigned. Should ACIS enrollment increase beyond 70, counseling FTE may be increased. When the ACIS counselor is shared with a comprehensive site, this counselor's total caseload (ACIS and comprehensive combined) shall not fall outside the District counseling caseload range. AEA and The District agree to meet and confer should additional counseling FTE be requested.

AEA and the District agree to meet and confer about the ACIS school day schedule on a yearly basis.

Participation in co-curriculum activities: Unit members shall participate in the following activities:

* Back-to-School night (one per year in the fall) and Open House (one per year in the spring). The ending time for both Open House and Back to School Night will be no later than 8:30 pm. Unit members will be required to report no earlier than 6:00 pm for a maximum of two hours of assigned duty.
* Graduation
* Parent and student conferences scheduled at mutually agreed upon times.

Substitution: When requested by an administrator any classroom unit member, including part-time classroom unit members, will substitute for another classroom unit member during his/her preparation period. Additionally, a classroom unit member may be required to sub during an open period if there are no volunteers. All substitutions will be paid per Schedule B.

Unit members, including the split site counselor, who are required by their supervisor to travel between two sites during a school day, will receive a traveling teacher stipend on Schedule B paid on a monthly basis. The traveling teacher stipend includes all compensation associated with a split-site assignment , including mileage reimbursement.

New teacher orientation, held prior to the school year, will be compensated either at the District workshop rate or with professional growth units.

Article 8: CLASS SIZE

* An ACIS core full time teacher is a teacher who teaches math, science, SS, or ELA.
* A core teacher will have between 4-5 preps and teach 10 classes Tuesday-Friday.
* Full time teachers shall have a student contact maximum of up to 90 students; this will be prorated for part time teachers.
* Part time FTE shall be prorated - 0.8 FTE shall teach 8 classes, 0.6 FTE 6 classes, etc. Classes and teacher prep periods shall be contiguously scheduled.
* With the exception of VAPA, part time non core teachers shall not have more than 2 in person preps in a single class period though all efforts will be made to only have split level classes when necessary because the number of students enrolled in a class is low.
* 0.8 and 1.0 FTE non-core teachers shall have no more than 8 in person preps
* FTE shall be based on either number of classes taught or number of student contacts, whichever is higher.
* The District-approved online courses assigned shall mirror the teacher’s year-long course schedule and preps. Exceptions may be made with joint AEA and AUHSD/Site approval.

The District and AEA agree to meet and review FTE allocation and update this article if needed.

General Education Overage process

Curricular Area Contact Overages

* The AEA President or designee will work with the District Office before the start of the school year to view projected contacts and identify, eliminate or mitigate overages whenever possible before schedule distribution and the start of the school year. AEA and the District may agree in advance on mitigations to address overages that have no potential solution.
* After the first 15 days of each semester, the AEA President or designee shall work with site principals to resolve any identified overages.
* By the 20th day of each semester, any unresolved overages shall be mitigated by mutual agreement between the AEA President (or designee with the Association’s approval) and the District administration.
* For overages identified after the school year:
	+ The AEA President or designee shall work with the site principal to resolve the identified overages as quickly as possible.
	+ If no resolution is reached, the AEA President or designee and District administration shall meet to mitigate by mutual agreement.
	+ If AEA and the District cannot reach a resolution for an overage, the overage is subject to the grievance article, Step II.

Special Education Caseloads and Overage Process

Special Education staffing will be appropriate to maintain caseloads at or below the maximums stated below.

Special Education Teacher Caseloads

* Special Education caseloads consist of students with current Individual Education Plans
* Learning Skill Teacher (mild/moderate) caseloads shall not exceed 28
* Service Specific Teacher (Life Skills Classes, Learning Intervention Class, Transition Classes) caseloads shall not exceed 15.
* Excluding IEP mandates (such as 1 to 1 assistance), Instructional Aide time shall be allocated to appropriately support all students in the classroom. With consideration for unique student needs, additional Instructional Aide time may be allocated to Life Skills classes when caseloads exceed 12.

Caseload Overages

* When a caseload overage is identified, the principal and Special Education department chair shall meet and develop a plan to resolve the issue within 5 work days; this plan shall be implemented within 10 work days.
* If no resolution is reached at the site level, the Superintendent or designee shall meet with the AEA President or designee to develop and implement a resolution within15 work days.
* If no resolution is reached, the overage is subject to the grievance article, starting at

 Step II.

* When the site learning skills total enrollment exceeds the total site caseload maximum by 5 or more students, the District will allocate the appropriate an additional FTE to ensure caseload maximums are not exceeded. In the event the additional FTE is temporary, the FTE may be removed with 30 days notice during the school year when said FTE is no longer necessary to maintain caseloads at or below contract maximums.

Master Scheduling Process Timeline

The timelines below shall apply to the development of the master schedule. If the date falls on a weekend or holiday, the timeline shall be extended to the next workday.

|  |  |
| --- | --- |
| Deadline On or Before | Responsibilities |
| Two weeks prior to Spring Break | Principal will make “Teaching Assignment Request Form” available to all teachers  |
| Wednesday prior to Spring Break | Teachers will return completed “Teaching Assignment Request Forms” to the principal. |
| First Day of Final Exam week |  Master schedule is finalized and teachers are provided with individual teaching assignments |

The Principal will finalize the master schedule and provide individual teaching assignments by the first day of Final Exams. The Principal has the final decision on the master schedule. Should a change in a teacher's schedule and/or room assignments become necessary during the summer, a site administrator will attempt to contact the teacher at the most current contact phone number and personal email on file with the district/school.

Article 9: DEPARTMENT CHAIRPERSONS

This article is not applicable to ACIS teachers.

Article 10: TRANSFERS

Teachers from the comprehensive sites may apply for transfers to ACIS. For the 2021-2022 year, transfer applications will be made available as positions are posted; thereafter members may apply for a transfer to ACIS by March 1.

Transfer requests from Comprehensive Sites to ACIS

Unlike a transfer between comprehensive sites, transfers are not automatically granted if positions are available. An interview process will be set up and current AUHSD comprehensive teachers who have satisfactory evaluations in Standards I-VI in their previous two evaluation cycles may apply to transfer. Candidates for transfer will be given an interview with the Coordinator of Independent Study. Members will be notified if selected and have the option to decline or accept the offer.

Transfer requests from ACIS to Comprehensive Sites

A teacher who began their employment at ACIS who has satisfactory evaluations in Standards I-VI in his/her previous two evaluation cycles may also apply for a transfer to the comprehensive site by completing a transfer application by March 1. An interview process will be set up for the ACIS teacher to interview for the position at the school site. Members will be notified if selected and have the option to decline or accept the offer.

All transfer requests shall be kept confidential.

It is understood that this is an MOU for the 2023-24 school year only. This MOU will be reviewed and revised as needed during the 2023-24 year and then hopefully incorporated into the AEA/AUHSD contract for the 2024-25 school year onward.

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Acalanes Union High School District Date

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Acalanes Education Association Date

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Acalanes Education Association Date