

**MEMORANDUM OF UNDERSTANDING
BETWEEN
GRASS VALLEY SCHOOL DISTRICT
AND
GRASS VALLEY TEACHERS ASSOCIATION
REGARDING LONG-TERM INDEPENDENT STUDY FOR THE 2021-2022 SCHOOL YEAR
AS MANDATED BY THE PASSAGE OF AB-130 ON 07/09/21**

The Grass Valley School District ("District") and the Grass Valley Teachers Association ("Association"), jointly known as the Parties ("Parties"), enter into this Memorandum of Understanding ("MOU") regarding the issues related to Long-Term Independent Study for the 2021-2022 school year.

The Parties agree to the following:

1. DEFINITIONS

- 1.1. "Live Interaction" - interaction between the pupil and local educational agency classified or 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.
- 1.2. "Synchronous Instruction" - 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 the teacher and pupil. Synchronous instruction shall be provided by the teacher of record for that pupil pursuant to Section 51747.5.
- 1.3. "Short-Term Independent Study" - an independent study of 15 school days or fewer per school year.
- 1.4. "Long-Term Independent Study" - an independent study of 16 school days or more per school year.
- 1.5. "Pupil-Parent-Educator Conference/Intake Conference" - a meeting involving, at a minimum, all parties who signed the pupil's written independent study agreement pursuant to subdivision (g) of Section 51747 or the written learning agreement pursuant to subdivision (b) of Section 51749.6.
- 1.6. "Lead Teacher Oversight Services"- unit members who take on the role and responsibilities of directly supervising long term independent study students. This includes supervising instruction and completing documentation.
- 1.7. "Participant unit members" - unit members who may provide long term independent students with academic support.

2. REQUIREMENTS

Pupil-Parent-Educator Conference/Intake Conference(s)

- 2.1. At the request of a parent or guardian, Bargaining Unit Members will be required to attend a Pupil-Parent-Educator Conference/Intake Conference prior to a student(s) beginning in the Long-Term Independent Study program. Parents/guardians, students, teachers, and administration will hold an Intake Conference to ask questions, set expectations, and provide information prior to making the decision about enrollment into the Long-Term Independent Study program. Pupil-Parent-Educator Conference/Intake Conferences may be conducted by video conference or in-person.

Synchronous Instruction and Live Interaction:

- 2.2. Grades TK-3: daily synchronous instruction.
 - 2.2.1. For grades TK-3, there will be daily synchronous instruction. This can occur during class time, and/or before or after school. This schedule shall be left to teacher discretion however it must meet established state guidelines and total to at least 30 minutes daily.
- 2.3. Grades 4-8: both daily live interaction and weekly synchronous instruction.
 - 2.3.1. For grades 4-8, there will be weekly synchronous instruction, and daily live interaction with a tutor, peers, or teacher. This schedule shall be left to teacher discretion however it must meet established state guidelines and total to at least 30 minutes weekly for synchronous instruction.
- 2.4. While concurrent teaching (live streaming) during the school day is an option that Bargaining Unit Members may elect to implement, it is not a requirement and its application shall be left to teacher discretion.

Class Size

- 2.5. There shall be a maximum of 5 Long-Term Independent Study students to one Bargaining Unit Member per grade level unless otherwise agreed upon by a unit member. In the event that additional unit member support is necessary, a second Bargaining Unit Member at the same or similar grade level (e.g. primary, intermediate or upper grade teacher) shall be required. Assignment of this responsibility shall be filled as documented in section 4 of this MOU.
- 2.6. In the event that the number of Long-Term Independent Study students exceeds 5 students per teacher, per grade level, per school site, the parties agree to immediately reconvene negotiations to discuss accommodations or the hiring of an additional unit member.

Documentation

- 2.7. Bargaining Unit Members who take on the role of Lead Teacher Oversight Services shall ensure a Weekly Engagement Record for each student is completed. The parties agree to mutually develop the required forms to maintain alignment with state requirements.

School Closure

- 2.8. In the event that there is a pandemic spike, Power Safety Power Shutdown (PSPS), or any other "emergency condition" which causes a school closure, Bargaining Unit Members shall not be required to provide Long-term Independent Study for the duration of the school closure.

3. EVALUATION

- 3.1. Bargaining Unit Members who provide Long-Term Independent Study shall not be evaluated on any Long-Term Independent Study activities.

4. LONG-TERM INDEPENDENT STUDY ASSIGNMENT

- 4.1. At minimum, one Bargaining Unit Member Lead Teacher will be established per grade level or similar grade level for the duration of the 2021-2022 school year or by trimester (unless no students in a particular grade level are registered). If two (2) or more Bargaining Unit Members express interest in being the Long-Term Independent Study Lead Teacher, the site administrator shall meet with all interested unit members to determine best fit and selection. Experience and qualifications will be considered and positions can be shared with agreement.
- 4.2. If no Bargaining Unit Members expresses interest in providing Long-Term Independent Study, the site principal will meet with grade level teams to work out arrangements to share duties, responsibilities, and compensation.
- 4.3. Bargaining Unit Members assigned to provide Long-Term Independent Study shall be required to provide Long-Term Independent Study for the duration of the 2021-2022 school year or trimester.

5. COMPENSATION

- 5.1. Bargaining Unit Members who provide Long-Term Independent Study Lead Teacher Oversight Services shall be paid \$1,250 per student per trimester based upon the number of days the IS student was enrolled. If we have Bargaining Unit Members who support Long-Term Independent students on their class roster but do not provide Lead Teacher Oversight Services, they shall be paid \$350 per student per trimester based upon the number of days the IS student was enrolled. Lead Teacher Oversight services and payment may be split across unit members (e.g. grade level teams) when there is agreement to share the workload.

6. DURATION

- 6.1. The Parties share joint interests in keeping communications open and continuing to consult with one another as events related to Long-Term Independent Study continue to unfold during the 2021-2022 school year for the benefit of students, staff, parents, and the District community.
- 6.2. The parties agree that any modifications to the items agreed to in this MOU shall be made through written mutual agreement.
- 6.3. The provisions of the Parties' Collective Bargaining Agreement ("CBA") shall remain in full force and effect, except for the terms of this MOU as noted above. Therefore, the provisions of this MOU shall supersede any provisions of the CBA that are in conflict for the duration of this MOU, or until modified by mutual agreement between the District and the Association. The Parties affirm the obligation to comply with all provisions of this MOU and all provisions of the CBA not in conflict with this MOU. The provisions of this MOU are subject to the Parties' grievance procedure in the CBA.
- 6.4. The Parties affirm the obligation to comply with all provisions of the Collectively Bargained Agreement ("CBA") articles not in conflict with this MOU. Further, the Parties affirm that all provisions of the Educational Employment Relations Act ("EERA") *California Government Codes 3540 et seq.* apply and remain in effect.
- 6.5. This MOU (LONG-TERM INDEPENDENT STUDY FOR THE 2021-2022 SCHOOL YEAR) resolves the negotiable impacts and effects of the Long-Term Independent Study for the 2021-2022 school year. The Association reserves the right to negotiate the impacts and effects of new decisions that may impact this MOU.
- 6.6. This MOU for LONG-TERM INDEPENDENT STUDY FOR THE 2021-2022 SCHOOL YEAR shall expire in full without precedent on June 30, 2022.

FOR THE ASSOCIATION:

Kimberlee J. Evans
Name

8/10/2021
Date

FOR THE DISTRICT:

Adam Althoff
Name

8/10/2021
Date