

MEMORANDUM OF UNDERSTANDING
between
MODESTO CITY SCHOOLS
and
MODESTO TEACHERS ASSOCIATION

RE: Independent Study Plan – COVID-19

The Modesto City Schools District (“District”) and Modesto Teachers Association (“MTA”) (collectively “Parties”) enter into this memorandum of understanding (“Agreement”) on the following terms and conditions:

The Parties recognize that 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;

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) to serve additional students through independent study;

Based on the above, 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.

The Parties further recognize that 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:

- o “Live interaction” means interaction between the pupil and LEA 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.
- o “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 the teacher and pupil. Synchronous instruction shall be provided by the teacher of record for that pupil pursuant to Section 51747.5.

In the interest of implementing an effective and compliant Independent Study program that meets the educational needs of students, the Parties agree:

1. “Independent Study” when capitalized in this Agreement means teachers provide students with independent study as established by the Education Code, AB 130, and AB 167. Teachers 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.
2. Independent Study in this agreement refers to educational content, materials and instruction provided to students during times when student absences are necessitated due to COVID-related reasons, and excludes or is separate from the long-term independent study structure provided through the Modesto Virtual Academy (MVA) program. Traditional short-term independent study contracts will follow the same process described herein.
3. Independent Study teaching responsibilities for the 2021-2022 school year include, but are not limited to:

- Provide student work and related materials through Schoology in grades TK-12. Assign/identify time value to each assignment.
- If work is provided via hard copy or other agreed upon designated platform, teacher will outline the assignments that will be provided to each student via Schoology, the number of instructional minutes those assignments are equivalent to, how the work will be evaluated, and the student grade for that work.
- Verify work completed by students (and certify related time value) using the independent study Google Drive platform.
- All assigned work must meet minimum daily instructional minute requirements:

Grade Span	Total Daily Minutes
TK/K	180
1st-3rd	230
4th-6th	240
7 th -12 th	240 (50 minutes per period)

- Communicate student progress to parents/guardians via Powerschool and Schoology gradebooks or other format selected by teacher.
- The Parties agree to consult further regarding additional responsibilities required by AB 130 and AB 167 (e.g., tiered reengagement).

4. Teachers will provide a secondary support role in obtaining independent study agreements.
5. Classroom teachers shall maintain records for obtaining ADA apportionment for students in independent study as required by AB 130 and AB 167.
6. The intent of this agreement is that in delivering synchronous instruction to students in order to meet the requirements of AB 130 and AB 167, these instructional minutes will generally be 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/AB167 across the various grade spans, all absent students will be provided synchronous instruction as outlined below. The intent of the agreement is to allow individual teacher flexibility as long as each student receives the identified number of synchronous minutes indicated:
 - a. **Grades TK – 6 & Tuolumne Grade 7: 20 minutes *daily* synchronous instruction.**
 - i. Teachers with students who are absent will turn on MS Teams concurrently during 20 minutes of in-person class each day. The intent is that these minutes will be generally completed during the first part of the day, unless student needs are better met at another time.
 - b. **Grades 7 – 12: 30 minutes *weekly* of synchronous instruction by each teacher for each class/period.**
 - i. Teachers with students who are absent will turn on MS Teams concurrently during 30 minutes of in-person class once a week as determined by site. For the purposes of the agreement, a block class are one class period.
 - ii. Students will be provided daily live interaction as determined by the site.
7. With prior approval from the site administrator, educators may develop an alternative framework to the meet the synchronous instruction requirements outlined in this agreement, including the requirements of Section 6.
8. Teachers will take attendance to record student participation for synchronous and daily live interaction as appropriate.

9. Compensation: For all certificated staff, including ECE, in addition to the compensation increases agreed to by the Parties on September 10, 2021, the Parties have agreed that, effective July 1, 2021, the 2021/22 salary schedule shall be increased by an additional 4.5% for the 2021-22 school year only. This increase in compensation is for the additional minutes and work time (on average 20 minutes a day) associated with meeting the requirements of AB 130 and AB 167 for the 2021-22 school year. Effective July 1, 2022, the 2022/23 salary schedule will revert to the previously agreed to compensation increase from the negotiated settlement approved by the Board of Education on September 13, 2021 and ratified by MTA membership on September 17, 2021 (i.e. “2021-22 Negotiated Agreement”). The Parties further agree that implementing the additional compensation structure as described herein necessitates changes to the compensation payment schedule for the 2021-22 Negotiated Agreement and compensation payment of this MOU, as follows:

- Compensation increases from both the 2021-22 Negotiated Agreement and the increase resulting from this MOU will be implemented beginning with the end of month November 2021 payment.
- Retro payment for both the 2021-22 Negotiated Agreement and the increase resulting from this MOU will be implemented in the month of December 2021.

The compensation provisions for this MOU apply to the following salary schedules:

Schedule A – 185 Days
195 Day Employee Schedule - 195 Days
AG Ed - 215 Day
School Psychologists
LSH (SLP)/Nurses
Interns
G230 Academy
Digital Curriculum Coordinator – 195 Days (G230)
CalSafe
ECE – State Preschool
ECE – Head Start
ECE – State Specialists
ECE – Head Start Specialists

10. Non-Classroom Based Certificated Staff: Non-Classroom Based Certificated Staff will support students on independent study as needed based upon the scope of their position. Counselors will support families, teachers, and site administrators by being available as a parent resource throughout the process, including the tiered reengagement. The Parties agree to consult further to define the specific responsibilities of other non-classroom based certificated staff in relation to this agreement.

11. The Parties agree to consult on the use of collaboration time to support preparation for and ongoing development of the independent study initiative described herein.
12. Unless otherwise addressed in this agreement, all terms of the current Collective Bargaining Agreement (“CBA”) shall remain unchanged and in full force and effect. All provisions of this agreement are subject to the negotiated grievance procedure in the CBA.
13. 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 effect on working conditions.
14. This Agreement shall remain in full force and effect through June 30, 2022.
15. The provisions of this Agreement shall not be precedent setting for any purpose nor shall they be considered a past practice or evidence of a past practice for any future purpose.

_____ Dated: _____
Yaser Herrera, Executive Director
On behalf of Modesto Teachers Association

_____ Dated: _____
Doug Burton, President
On behalf of Modesto Teachers Association

_____ Dated: _____
Mike Henderson
Associate Superintendent, Human Resources
On behalf of Modesto City Schools