



MEMORANDUM OF UNDERSTANDING BETWEEN CAMINO NUEVO CHARTER ACADEMY AND CAMINO NUEVO TEACHERS ASSOCIATION REGARDING INTERNAL INDEPENDENT STUDIES DURING THE 2021-2022 SCHOOL YEAR

November 9, 2021

WHEREAS, Camino Nuevo Charter Academy (“CNCA”) and Camino Nuevo Teachers Association (“CNTA”) (hereinafter “the parties”) wish to provide a safe learning environment for all stakeholders including but not limited to teachers, students, staff, families and communities; and

WHEREAS the parties wish to enter into this process thoughtfully while still honoring the terms of their negotiated agreement documented in the 2021-2024 Collective Bargaining Agreement (“CBA”), as modified by this Memorandum of Understanding (MOU);

WHEREAS the parties acknowledge their obligation to each other to negotiate and agree on any modifications to the CBA;

WHEREAS, CNCA has determined to provide a virtual learning environment for those students who must quarantine or isolate throughout the 2021-2022 school year.

This MOU supersedes and replaces all previous agreements and Memoranda of Understanding regarding CNCA’s hybrid interaction for the 2020-2021 school year. The parties agree that because the Center for Disease Control (CDC) and Los Angeles County Department of Public Health (LACDPH), and the Los Angeles County Health Department may modify requirements from time to time based on case counts and the impact of the pandemic, if any such agency issues a mandate or guidelines contrary to the provisions of this agreement, the parties will commence negotiations regarding the amendment of such provision within ten (10) business days.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

Internal Independent Study

Internal Independent Study is defined as instruction that is conducted remotely, through a combination of synchronous interactions (live, interactive) and asynchronous (independently-paced) teaching. Students and unit members are not in the same physical location, but connect digitally, both in real-time through video conferencing



platforms and asynchronously through digital assignments and written/recorded feedback.

Internal Independent Study is separate and distinct from long-term Independent Studies currently being offered by CNCA through independent vendor Edgenuity. Internal Independent Study provisions set forth in this MOU do not apply to days when students are absent from school due to any reason other than COVID-related quarantine.

Internal Independent Study will be implemented on a short-term basis, in response to COVID requirements and quarantine/isolation protocols.

The parties recognize the need to address CNCA's learning environment and instructional model given the continuing pandemic. It is in the mutual interest of the parties to abide by the recommendations of the LACDPH, public health officials to prevent both illness and the further spread of COVID. The parties recognize that schools are critical to daily life and that collaboration between local public health, education officials, and educators is the best means to determine and balance competing concerns surrounding school decisions to provide instruction and otherwise interact with students. The decision to operate under an Internal Independent Study model will be made by CNCA in accordance with the most current guidance from the LACDPH.

As stated above, it is the intention of CNCA to provide in-person learning to those CNCA students who must quarantine or isolate throughout the 2021-2022 school year. Should Internal Independent Studies become necessary, these following provisions shall apply:

1. On at least a monthly basis, unit members will prepare asynchronous, Internal Independent Study assignments in anticipation of students requiring quarantine or isolate due to COVID-19. Assignments prepared shall be enough to last 8 full school days. The minimum number of assignments required per day of Internal Independent Study is as follows:
 - a. Kindergarten: 4
 - i. Kindergarten teachers will prepare the equivalent of 32 hours' worth of assigned tasks in order to last the maximum number of Internal Independent Study days.
 - b. 1st – 8th Grade: 5
 - i. First through eighth grade teachers will work with their grade level teams to ensure that students on Internal Independent Study

receive the equivalent of 40 hours' worth of assigned tasks in order to last the maximum number of Internal Independent Study days.

- c. 9th-12th Grade: 6
 - i. Ninth through twelfth grade teachers will work with their grade level teams to ensure that students on Internal Independent Study receive the equivalent of 48 hours' worth of assigned tasks in order to last the maximum number of Internal Independent Study days.
 - d. Individual unit members have the sole discretion regarding whether to give the Internal Independent Study assignments in aggregate packets, in daily assignments, or in any other grouping, so long as the grade-level appropriate number of assignments are given by the first day of Internal Independent Study.
 - e. Individual unit members have the sole discretion regarding the manner of distribution of Internal Independent Study assignments, whether in printed packets, or on Google classroom.
2. CNCA will keep a bank of general, grade-level appropriate Internal Independent Study assignments available for unit members to use, should unit members choose to do so. Individual unit members have the sole discretion as to whether or use this bank of assignments or not.
3. CNCA will hire or otherwise designate [an] Internal Independent Study Supervising Teacher[s] for every school site. The terms of this MOU do not apply to this role and their responsibilities are outlined in a separate job description.
4. In order to meet the number of daily instructional minutes required by the State of California, each assignment should require approximately one (1) hour worth of student's time when working independently at home. Up to four daily assignments may repeat each day (e.g., a daily requirement to engage in iReady Math, iReady Reading in English, iReady Reading in Spanish, and an independent choice book reading with a reading log).
5. All assignments should be posted to Google Classroom. Unit members must add the school's Internal Independent Study Supervising Teacher to their Google Classroom as co-teachers to allow for the review of student work to be completed by the Internal Independent Study Supervising Teacher. This student work review by the Internal Independent Study Supervising Teacher will be used for Internal Independent Study attendance tracking purposes only. All unit

members are responsible for incorporating students' Internal Independent Study work into their course grades, as appropriate.

6. In order to meet the required synchronous time as outlined in AB 130 and AB 167, unit members will provide and track student participation via a template provided by CNCA in limited live, virtual access to their classes to students on Internal Independent Study due to quarantine or isolation. The amount of synchronous time offered will be limited in nature in order to allow students to complete the required amount of asynchronous work outlined above. Synchronous time for students on Internal Independent Study will be limited to 20-60 minutes, as developmentally appropriate for the grade level, and will only occur at the following required frequency:
 - a. Kindergarten – 3rd Grade: Daily
 - b. 4th-12th Grade: Once per week
7. Unit members should select the time of day that is most appropriate for hybrid participation (i.e., participation by both students in the classroom and students accessing the lesson remotely). Examples include Advisory class or House, circle time, and interactive read alouds.
8. In the event that an asymptomatic unit member is required to self-isolate at home due to potential or confirmed COVID-19 exposure, the unit member shall timely provide sub plans.
9. If the asymptomatic unit member is assigned and is able to work remotely under the Internal Independent Study model, unit members shall continue to receive their regular compensation and benefits. Work from home assignments may include but are not limited to planning, reviewing data, responding to parents and students in a timely manner, supporting diverse learners, building rapport and connections with students, regularly monitoring student attendance, work completion and participation, providing students feedback, collaborating and co-planning with their peer teachers, and promptly reporting student non-participation to the site administrator for additional outreach and follow up.

GENERAL PROVISIONS

Unless modified by this MOU, the provisions of the parties' 2021 - 2024 CBA remain in effect.



This MOU is the product of unique circumstances. It shall not be a precedent for interpretation or further modification of the parties' CBA.

This MOU will expire June 30, 2022 unless extended in writing by the parties.

CAMINO NUEVO CHARTER ACADEMY

Date: _____

By: _____
Adriana Abich, CEO

CAMINO NUEVO TEACHERS ASSOCIATION

Date: _____

By: _____
Laura Farrel, CNTA President

DATE OF BOARD APPROVAL: _____