INDEPENDENT STUDY AND HOME-BASED EDUCATION PROGRAMS

MEMORANDUM OF UNDERSTANDING BETWEEN THE ASSOCIATED CHINO TEACHERS AND THE CHINO VALLEY UNIFIED SCHOOL DISTRICT

The Associated Chino Teachers ("A.C.T.") and the Chino Valley Unified School District ("District") agree that this Memorandum of Understanding ("MOU") supersedes the MOU addressing the Site Based Independent Study Program dated November 2, 2009, and incorporates the Home-Based Independent Study Program (HBE), effective as of the signature date below and will remain in effect unless revised by mutual agreement of both parties.

- 1. A work day for unit members assigned to the Independent Study Programs (ISP/HBE) shall be seven (7) hours, including lunch and conference/preparation time. There will not be a set conference preparation period.
- 2. This Memorandum of Understanding is the product of unique needs and circumstances and as such unit members assigned to the ISP/HBE shall have a maximum daily pupil load of one hundred (100) pupils during any twenty (20) day period. On a voluntary basis for an additional pay of five (5) dollars per day per pupil, a unit member may exceed the maximum daily pupil load of one hundred (100) pupils during any 20 period. The ISP/HBE teacher may not voluntarily accept an additional pupil during a twenty-day period for pay without the appropriate approvals being received and corresponding signatures documented on the CVUSD/A.C.T Class Size Overage Consent Form prior to the pupil's first day of attendance. Failure to receive approval prior to voluntary acceptance of an extra pupil will result in a forfeiting of the additional per pupil pay.
- 3. Unit members assigned to an Independent Study Programs shall receive an additional 1/6th of their respective per diem pay when they agree to accept students beyond the master course agreement caseload of forty (40) students, but not to exceed a master course agreement caseload of fifty (50) students. The additional compensation shall commence on the first day a unit member has a master course agreement caseload of forty-one (41) or more students and will continue to the end of the semester. The master course agreement caseload of each unit member will be reevaluated at the start of each semester to determine if an additional 1/6th per diem pay is warranted. If a unit member receives the additional 1/6th per diem pay, the maximum daily load as referenced in #2 of this MOU will not exceed one hundred twenty-five (125) during any twenty (20) day period.
- 4. The Independent Study/Home Based Education Administrator and Teachers will meet together during each respective ten (10) day or twenty (20) day enrollment period to verify enrollment for that period. The teacher of record and the site administrator will sign the enrollment form for each respective period to verify enrollment.

- 5. The ISP/HBE will be staffed to the extent possible with subject matter credentialed, full time unit members and part time unit members will be used only as absolutely necessary. Once the nature of the vacancy and the discipline has been determined, the provisions of Article 15 of the Collective Bargaining Agreement shall apply.
- 6. The ISP and HBE are District programs and shall be so administered in regards to, but not limited to, instructional program, budget, supplemental materials, department chairs, transfer, and reassignment requests. For the purposes of this MOU, department will be defined as the independent study program (ISP) or Home-Based Education (HBE). A department chair at ISP or HBE may work with up to fourteen (14) unit members. Upon the fifteenth (15th) unit member, an additional department chair will be added to the program and an additional department chair shall be added for each additional increase of fifteen (15) unit members. The Director of Alternative Education, or designee, shall be the administrator of record. The Director of Alternative Education and/or other administrator assigned to the site shall be the evaluator for unit members assigned to the ISP and HBE.
- 7. In the event that the Independent Study Program is encroaching on the general fund beyond the revenue it generates, the District and the Association will meet to discuss reason(s) for the encroachment and possibly renegotiate language in this MOU.

FOR THE ASSOCIATION: Steven Frazer A.C.T. President	FOR THE DISTRICT: Grace Park, Ed.D. Deputy Superintendent
08/26/25 Date	8/27/25 Date