

MEMORANDUM OF UNDERSTANDING
BETWEEN
COTATI - ROHNERT PARK UNIFIED SCHOOL DISTRICT
AND
ROHNERT PARK EDUCATORS ASSOCIATION
REGARDING VIRTUAL LEARNING ACADEMY

August 23, 2022

The Cotati-Rohnert Park Unified School District (“District”) and the Rohnert Park Cotati Educators Association (RPCEA) (“Association”), jointly known as the Parties (“Parties”) enter into this Memorandum of Understanding (“MOU”) regarding the Virtual Learning Academy.

As of the date of this MOU, the Parties recognize that the COVID-19 pandemic has led to changes to Ed Code regarding Independent Study and this necessitates modifications to the CBA for teachers hired to work in the Virtual Learning Academy program. Education Code 51745 as amended by AB 181.

Unless otherwise noted below, the provisions of this MOU shall supersede any provisions of the Collective Bargaining Agreement between the Parties that are in conflict for the duration of this MOU, or until modified by mutual agreement of the District and the Association. The Parties affirm the obligation to comply with all provisions of the Collective Bargaining Agreement (“CBA”) not in conflict with this MOU. Further, the Parties affirm that all provisions of the Educational Employment Relations Act.

The Parties agree to the following:

1.0 DEFINITIONS

1.01 Independent Study – amended on June 30, 2022 by AB 181, is a program of choice in CRPUSD. Student’s independent study shall be coordinated, evaluated and documented as prescribed by law and reflected in revised BP/AR 6158 (revision adopted on August 16, 2022).

1.02 The Cotati - Rohnert Park USD Virtual Learning Academy is an academic program of choice for students whose guardians are choosing a virtual instructional option. The Virtual Learning Academy is not a school. Students

participating in the Virtual Learning Academy must enroll in the district designated schools which will serve as their school of record.

1.03 “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 student. Synchronous instruction shall be provided by the teacher of record of that student.

1.04 “Live interaction” means interaction between the student and 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, provisions of services, and instruction. This interaction may take place in person, or in the form of Internet or telephonic communication.

1.04 “Advisor teacher” is the term to be used for unit members teaching in the Virtual Learning Academy as the teacher of record.

1.05 “Program Administrator” is the district administrator assigned to oversee the day to day operations of the Virtual Learning Academy including but not limited to instructional program, PBIS implementation, student discipline, staff evaluations and serves as liaison between the Advisor Teacher and the contracted vendor for the instructional platform.

1.06 “Master Agreement” is the individual agreement for each participating student which includes details for submission of assignments, objectives and method of evaluation, resources provided, time allowed between assignments and completion, duration of the agreement, number of course credits or other measure of academic accomplishment, academic and other supports for ELs, students with an IEP or 504 plan. See Appendix C for the 2022-2023 Master Agreement.

2.0 ROLE OF THE ADVISOR TEACHER

2.01 The District and the Association recognize Virtual Learning Academy students as part of their school of record school site communities and are each assigned an Advisor Teacher.

2.02 Advisor Teachers will be assigned students in one of two grade spans: TK - 8th and 9th - 12th. Teacher-student ratios will be based on program participation and allow for the required synchronous and live interactions.

2.02.1 Caseloads per grade span: the district shall attempt to maintain caseloads of:

- TK-8th: 50 or fewer. Overages will be paid when case loads exceed 50.
- 9th-12th: 50 or fewer. Overages will be paid when case loads exceed 50.
- When there is an opportunity to offer a teacher an additional .2 FTE, the teacher will be compensated at 20% additional pay and their caseload adjusted by an additional 20% of students. Additional .2 FTEs are offered as a voluntary opportunity each semester. TK-8 20% = 10 students, 9-12 = 10. Any students above the 20% will be paid as overages.

2.03 Advisor Teachers will be required to provide synchronous online instruction in accordance to [BP/AR 6158](#), updated in August 2022, which sets forth the following:

- For students in grades TK-3rd - Daily opportunities for synchronous instruction in grade level groupings determined with the program administrator.
- For students in grades 4-8th - opportunities for both daily live interaction and at least weekly synchronous instruction in grade level groupings determined with the program administrator.
- For students in grades 9-12th, opportunities for at least weekly synchronous instruction.
- Sample teacher schedules are in [Appendix A](#).

2.04—Unit members working in the Virtual Learning Academy are required to assign work on a weekly basis through the instructional platform, to evaluate the work completed for a grade appropriate to their grade level and to determine attendance based on work completion. Students in the VLA receive a CRPUSD report card.

2.05 Unit members working in the Virtual Learning Academy are required to explain the PE requirements for each grade level to the student and the guardian, collect and evaluate PE logs on a weekly basis.

2.06 To facilitate synchronous instruction, the District will provide the audio/visual equipment necessary to allow students to access the instruction remotely.

2.07 Unit members will support students in fulfillment of all graduation requirements including service learning hour requirements.

2.08 Unit members will participate in the tiered engagement strategies for students that do not generate attendance as indicated in Board Policy 6158.

Tiered re-engagement strategies may include: parent/student/teacher meetings, increasing scaffolds for assignments specific to grade spans, and referrals to mental health supports. See [Appendix B: Tiered Re-Engagement Plan](#).

2.09 Unit members working with Virtual Learning Academy students will participate in all scheduled student-parent-educator meetings.

2.10 Unit members at school of record will participate in transitional meetings for students whose guardian requests a return to in-person instruction.

2.11 Parent and transitional meetings held outside the unit members contractual day will be compensated as per their hourly rate.

3.0 MENTAL HEALTH SUPPORTS

3.01 Per SB98, the District will monitor and support the mental health and social and emotional well-being of pupils and staff during the school year.

3.02 Per SB98, the District shall offer professional development that will be provided to staff, and resources will be provided to pupils and staff to address trauma and other impacts of COVID-19 on the school community.

4.0 DAYS AND HOURS

4.01 Unit members shall report to work according to the bargaining unit member's start time in the CBA. The overall workday remains the same number of minutes as provided for in the CBA.

In-Person Adjunct Duties, Committee Assignments, or Extra Duty Work

4.02 Any and all adjunct duties, assignments, or positions will be assigned according to the CBA.

5.0 WORK LOCATION

5.01 Unit members working in the VLA are expected to work from their assigned CRPUSD facility on site for at least 80% of their contracted time Monday through Friday for direct teaching, synchronous learning, IEPs, intake meetings, and other duties which require direct interaction between students, parents, other staff, or administration. Unit members may choose to work remotely up to 20% for items such as grading, answering emails, lesson planning, returning phone calls, and other duties that do not require direct interaction with students, parents, other staff, and administration. Remote work time may not constitute a full work day. Unit members need to inform their administrator of their remote schedule. This should be a collaborative process

between unit members and administration. RPCEA may request a copy of the agreed upon schedule for verification.

5.02 Unit members who have a pre-existing medical condition or reside with someone with a pre-existing medical condition, and are medically recommended not to be vaccinated as documented by their health care provider may request a reasonable accommodation through the interactive process. Unit members who meet the criteria above and are able and available to work shall be granted a remote assignment as an accommodation identified by District need.

5.03 Based on 2022-2023 Virtual Learning Academy enrollment and an extension of this MOU, a teacher may remain assigned to the Virtual Learning Academy. Should there be a decrease in participation in the Virtual Learning Academy for 2022-2023, the district will attempt to return unit member(s) to their original assignment, school, classroom, subject matter and grade level as is the case with an involuntary transfer per the CBA.

6.0 SPECIAL EDUCATION

6.01 All students with disabilities shall have full access to free and appropriate public education (FAPE) as determined by their IEP. Services will be offered in person and/or by virtual appointment during the school day. If service delivery must be provided outside the contractual day, the case manager will seek Special Education Department approval and will be compensated per their hourly rate.

6.02 The district will provide appropriate special education staff based on student need.

6.03 The District shall procure necessary equipment, internet connections/hot spots, and any other necessary resources to ensure students can benefit from synchronous instruction and remote service in accordance with their IEP.

6.04 The Special Education Department will provide access to specialized curriculum, resources and materials as deemed appropriate and/or necessary and ensure all members supporting students in the Virtual Learning Academy can access them.

6.0 SCHOOL COUNSELORS

6.01 In addition to in-person services, School Counselors may provide virtual or telephone appointments to Virtual Learning Academy students for academic counseling, social emotional learning, parent/guardian support, monitoring, staff consultation/support and student guidance. These appointments or conversations may be conducted in-person, via email, telephone, or other virtual tools, as

appropriate during their scheduled work day. The District will provide translation support for virtual, telephonic and written communication with students and families.

6.02 School Counselors shall make every attempt to contact Virtual Learning Academy students on their caseloads and do wellness check-ins as needed in collaboration with the Virtual Learning Academy Advisory Teacher. This can be done in-person, via phone call, virtual tools, text message, and email as appropriate during their scheduled work day.

6.03 School Counselors will be assigned based on students' school of record.

7.0 NURSES

7.01 Nurses shall continue to provide direct and indirect nursing services for students and families including case management, and paperwork/documentation (i.e. LEA billing, Power Schools entries, IHPs, SEIS documentation). Nurses shall attend virtual IEP and 504 meetings as required.

8.0 SPEECH AND LANGUAGE PATHOLOGISTS

8.01 Service Delivery: Speech and Language Pathologists shall provide services as outlined in student IEPs. Services for students placed in the Virtual Learning Academy may be offered in person at school of attendance or virtually during the school day.

8.01.1 An effort will be made to keep caseloads capped at 50. Overages will be paid per the collective bargaining agreement.

8.01.2 SLPs will establish their own schedules, in collaboration with the Advisor Teacher and/ or district administrators, to provide all services required on caseload and to allow time for needed paperwork, case management and preparation of remote and in person services.

8.01.3 Service minutes may be provided via in person instruction, and/or virtual platforms. When appropriate, IEPs shall be amended to meet the needs of students and families.

8.02 Assessments may be conducted in person and/or remotely and/or by "Record Review" when appropriate.

9.0 GRIEVANCE PROCEDURES


9.01 All provisions of this MOU are subject to the negotiated grievance procedure in the CBA.

10.0 DURATION

10.01 All components of the current CBA between the Association and District not addressed by the terms of this agreement shall remain in full effect. This MOU is non-precedent setting. This MOU resolves the negotiable effects of changes to Independent Study for the 2022-2023 school year due to AB 181.

10.02 This MOU shall expire in full without precedent on June 30, 2023 unless extended by mutual written agreement of the Parties.

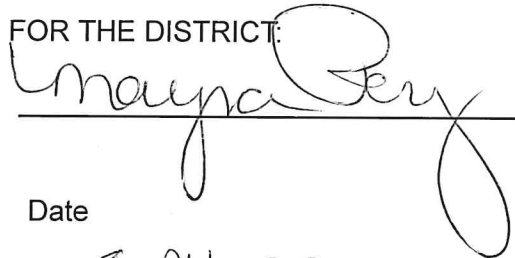
FOR THE ASSOCIATION:



Date

8/23/22

FOR THE DISTRICT:



Date

8-24-22