

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

August 12, 2021

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 130, requires districts to offer independent study for the 2021-22 school year with specific requirements by grade span.

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 by AB 130, 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 (pending adoption on August 17, 2021)

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 remain enrolled in 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 2021-22 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- 5th and 6th - 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-5: 25 or fewer. Overages will be paid when case loads exceed 25.
- 6-12: 30 or fewer. Overages will be paid when case loads exceed 30.

2.03 Advisor Teachers will be required to provide synchronous online instruction in accordance to BP/AR 6158 (updated in August of 2021), 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 for more than three school days. 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 within 5 days of the request.

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 Virtual Learning Academy will work from the Virtual Learning Academy facility located at Richard Crane Elementary School or at district facility as determined by the District for the duration of their contractual work hours.

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 2022-23 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 transfers per CBA.

6.0 PAY AND BENEFITS

6.01 Extracurricular duties performed shall continue to receive stipends and/or additional pay, as provided for under the CBA.

7.0 EVALUATION

7.01 The evaluation process shall begin on October 1, 2021 to allow unit members time to learn the Virtual Learning Academy instructional setting, with all observations and final evaluations concluded by the designated end date in the CBA.

8.0 SPECIAL EDUCATION

8.01 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.

8.02 Case Managers and Service providers will be assigned based on students' school of record. Overages will be paid per the collective bargaining agreement.

8.03 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.

8.04 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.

9.0 SCHOOL COUNSELORS

9.01 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.

9.02 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.

9.03 School Counselors will be assigned based on students' school of record. Overages will be paid per the collective bargaining agreement.

10.0 NURSES

10.01 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.

11.0 SPEECH AND LANGUAGE PATHOLOGISTS

11.01 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.

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

11.01.2 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.

11.01.3 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.

11.02 Assessments may be conducted in person and/or remotely and/or by “Record Review” when appropriate.

12.0 GRIEVANCE PROCEDURES

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

13.0 CONSULTATION RIGHTS AND RESERVE RIGHT TO FURTHER NEGOTIATE

13.01 The District and Association agree to meet quarterly during the 2021 - 22 school year to discuss concerns and issues that may arise in the Virtual Learning Academy. Tentative dates:

- Thursday, September 9 at 3 pm
- Thursday, November 18 at 3 pm
- Thursday, February 17 at 3 pm
- Thursday, April 14 at 3 pm

13.02 As of the date of this MOU, SB130 is pending “clean up” language from the CDE. Should there be changes to SB130 that impact this MOU, a meeting will be requested by the District within 3 days of those changes.

13.03 Unit members will communicate with their administrator regarding updates or concerns.

14.0 DURATION

14.01 The Parties share joint interests in keeping communications open and working collaboratively for the benefit of students, staff, parents, and the District community as events continue to unfold during the pandemic.

14.01.1 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 2021-22 school year due to AB 130.

14.02 This MOU shall expire in full without precedent on June 30, 2022 unless extended by mutual written agreement of the Parties.

FOR THE ASSOCIATION:

FOR THE DISTRICT:

Date

Date
