



COTATI-ROHNERT PARK
UNIFIED SCHOOL DISTRICT

MEMORANDUM OF UNDERSTANDING

BETWEEN

COTATI - ROHNERT PARK UNIFIED SCHOOL DISTRICT

AND

ROHNERT PARK COTATI EDUCATORS ASSOCIATION

REGARDING VIRTUAL LEARNING ACADEMY

November 14, 2023

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 (VLA).

The VLA MOU will be in alignment with California Education Code.

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 apply.

The Parties agree to the following:

1.0 DEFINITIONS

1.01 Independent Study is a program of choice in CRPUSD. A student’s independent study shall be coordinated, evaluated and documented as prescribed by law and reflected in revised BP/AR 6158.

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.

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

1.06 “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 Mentor Teacher and the contracted vendor for the instructional platform.

1.07 “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 A for the 2023-2024 Master Agreement](#).

1.08 The District will provide all the curriculum for students. This may be provided through Edgenuity, or a similar platform. Students will also have access to all educational applications available to and purchased by the District for students in their grade span.

2.0 ROLE OF THE MENTOR TEACHER

2.01 The District and the Association recognize Virtual Learning Academy students are part of their school of record and school site communities. -Each student is assigned a Mentor Teacher.

2.02 Mentor Teachers will be assigned students based on enrollment. Teacher-student ratios will be based on program participation and allow for the required synchronous and live interactions. The district will attempt to assign students in similar grade bands.

2.02.1 The district shall attempt to maintain caseloads of 35 or fewer. Overages will be paid when case loads exceed 35. Caseloads will be adjusted between unit members before overages are paid.

2.02.2 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. Any students above the 20% will be paid as overages.

2.03 Mentor Teachers will be required to provide synchronous online instruction in accordance to [BP/AR 6158](#), 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 B](#) (VLA Sample Schedule).

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.

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.

3.0 DAYS AND HOURS

3.01 Unit members may submit timecards not to exceed 3 hours at the conclusion of each grading period (quarter/semester) to complete report cards.

3.02 Intake / progress monitoring / orientation / program planning meetings held outside the unit members contractual day or outside of the school year will be compensated at the hourly rate or with compensation time as agreed upon by unit member and program administrator. These meetings will be scheduled and approved by the program administrator.

4.0 WORK LOCATION

4.01 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.

4.02 Based on 2023-2024 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 2023-2024, 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.

5.0 DURATION

5.01 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 2023-2024 school year.

5.02 This MOU shall expire in full without precedent on June 30, 2024 unless extended by mutual written agreement of the Parties.

FOR THE ASSOCIATION:

Lisa Bauman

Date

2023-12-01

FOR THE DISTRICT:

Maite Hurri

Date

2023-11-30

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