

Memorandum of Understanding
RE: Dual Enrollment
Between
Rocklin Unified School District
and
Rocklin Teachers Professional Association

This memorandum of understanding (MOU) is entered into by the parties on this the 8th day of July, 2019. The parties agree to meet annually to review and/or negotiate the terms of this MOU. This MOU shall remain in effect until the parties renegotiate the terms of the MOU.

1. Dual Enrollment Course Instruction

- a. All Dual Enrollment teachers, also known as instructors, teaching dual enrollment courses offered by the RUSD shall be employees of RUSD, and recognized by the District as teachers/instructors who are represented by RTPA as the exclusive representative for the teaching staff employed by RUSD.
 - i. Dual Enrollment faculty shall be the sole employees of the DISTRICT and the DISTRICT shall be solely responsible for all associated salaries, wages, and benefits due to faculty. RUSD shall be the employer of record for all teachers/instructors teaching dual enrollment courses for the purposes of compensation, assignment monitoring and reporting to any and all appropriate agencies pursuant to state and federal law, including but not limited to, provision of workers' compensation coverage, payroll taxes, and STRS employer contributions.
- b. Teachers/instructors shall have the freedom to discuss concerns relating to the dual enrollment program with the District, or the postsecondary institution, without fear of reprisals or retaliation.
- c. Teachers/instructors academic freedom rights shall be protected by the District as per RTPA negotiated agreement (Article 15).

2. Dual Enrollment Course Instruction

- a. Dual enrollment courses shall only be offered under the premise that dual enrollment courses shall supplement and enrich the RUSD high school curriculum program. Dual enrollment courses shall not supplant the high school curriculum program.
- b. All dual enrollment courses shall be taught in RUSD facilities located on RUSD campuses during regular school hours during the contractual duty day.

- c. Dual enrollment courses shall not exceed class sizes outlined within Article 10 of the RTPA negotiated agreement.

3. Additional Compensation for Dual Enrollment Instruction

- a. Teachers/instructors teaching dual enrollment courses shall be compensated a \$1,500.00 stipend per each Dual Enrollment course, per semester taught. Transition Counselors shall be compensated a \$1,500.00 stipend per semester.
- b. Stipends shall be paid at the end of each semester on the 10th of the month as per IRS regulations.

4. Release Days

- a. Teachers/instructors teaching dual enrollment courses shall be entitled to no more than four (4) release days per semester of instructing a Dual Enrollment course.
 - i. Release time shall be scheduled at the teacher's/instructor's discretion in collaboration with the teacher's/instructor's site administrator.

5. Professional Development/Instructional Meetings

- a. Teachers/instructors will be expected to attend required activities provided by the community college. In the event professional development or instructional meetings are in excess of 12 hours, and beyond the contractual duty day, per course, per semester, the district shall compensate the teacher/instructor at the hourly rate of pay.

6. Staffing Dual Enrollment Courses

- a. Initial teacher/instructor selection for dual enrollment shall be made by site administrators. Final approval of teachers/instructors who meet minimum qualifications for Faculty/Administrators of CA Community Colleges for the discipline they are assigned to teach.
- b. Assigning a teacher/instructor to teach a dual enrollment course shall be determined by the District, with the agreement of the RTPA bargaining unit member. No teacher/instructor shall be forced to teach a dual enrollment course. The teacher/instructor is also required to sign a Dual Enrollment Instructor agreement with the Community College.
- c. Assigned teachers/instructors shall teach dual enrollment courses equivalent to the courses offered by the postsecondary institution, and therefore, assigned

teachers/instructors shall meet minimum qualifications for Faculty/Administrators of CA Community Colleges for the discipline they are assigned to teach.

- d. Teaching load for any participating teachers/instructors shall be limited to a total of no more than 2 courses per semester August – December and/or January – June, unless expressly agreed to by the teacher/instructor, RTPA and RUSD.

7. Course Cancellation

- a. In the event the district and/or college is unable to offer the course, the course shall be cancelled by a date consistent with Community College and the District's procedures and/or schedules.

8. Dual Enrollment Course Offerings

- a. Course offerings shall be closely aligned to the current RUSD master course catalog and shall follow state standards/college required standards.
- b. One (1) semester of a dual enrollment course shall count as one (1) semester toward RUSD graduation requirements.
- c. Dual enrollment courses shall be limited to courses that are transferable to another postsecondary institution.

9. Dual Enrollment Course Class Size

- a. Dual enrollment courses shall not exceed class sizes outlined within Article X of the RTPA negotiated agreement.

10. Dual Enrollment – Student Support Services

- a. Each student enrolled in a Dual Enrollment course at RUSD shall be served by a Community College Transition Counselor that adheres to the transition support duties outlined in the Transition Counselor Community College agreement. This agreement pays for 4-5 hours per week of transitional counseling support beyond the regular contracted day.
- b. The Transition Counselor's hours may be flexed during the school day to accommodate Transition Counseling services and/or Transition Counseling services shall be provided after contracted hours. The decision for either option shall be based upon student needs at each site, as determined by the site Administrator, the Transition Counselor and Enrollment Specialist, and the Counseling Team.

- c. The Transition Counselor, though an employee of the District, is paid by the Community College through the Promise Program State Grant, above and beyond the stipend provided by the district.
- d. The Transition Counselor services provided shall be evaluated on an annual basis.

11. Evaluation

- a. Teachers/instructors and counselors shall be evaluated by the evaluation process in Article XII, pursuant to the RTPA/RUSD collectively bargained agreement.
- c. Postsecondary evaluation measures shall not be used to evaluate the teacher/instructor and shall not be used as part of the RTPA/RUSD evaluation procedure.
- d. No RUSD evaluation nor Community College evaluation shall be shared with the respective parties without permission from the teachers/instructor or Transition Counselor.

12. Dual Enrollment Master's Degree Program Incentive

- a. To encourage RTPA bargaining unit members to enter and finish a single subject Master's Degree program that falls within the Dual Enrollment Courses offered: Agriculture, Business/Industrial Technology, English, Health, Mathematics, Science, Social Science, World Language, the District shall reimburse bargaining unit members \$5,000 toward the completion of a Master's Degree. In exchange for the \$5,000 reimbursement, teachers/instructors agree to teach a minimum of one (1) dual enrollment course in the Rocklin Unified School District for a minimum of five (5) years, without suffering repayment penalties.
 - i. Bargaining unit members entering a Master's Degree Program shall seek permission from RUSD by sending a request to RUSD Ed Services prior to entering a Master's Degree program. RUSD shall respond in writing within ten (10) business days to confirm that the Master's Degree Program qualifies for reimbursement per section 12. a.
 - ii. A bargaining unit member may also seek reimbursement for a Master's Degree Program already in progress by sending a request to RUSD Ed Services. RUSD shall respond in writing within ten (10) business days to confirm that the Master's Degree Program qualifies for reimbursement per section 12. a.

- b. In the event a bargaining unit member receives the \$5,000 reimbursement for the Master's Degree, and decides to leave RUSD prior to the completion of teaching a minimum of one (1) Dual Enrollment course per year, for five (5) years, the bargaining unit member shall be obligated to pay back the District at a prorated amount consistent with the number of years the bargaining unit member taught dual enrollment courses as follows:
- i. If the bargaining unit member leaves or is released by the District or does not teach any dual enrollment courses, the bargaining unit member shall reimburse the District for the entire amount received.
 - ii. If the bargaining unit member leaves or is released by the District after only teaching one (1) dual enrollment course, the bargaining unit member shall reimburse the District \$4,000.
 - iii. If the bargaining unit member leaves or is released by the District after teaching one (1) dual enrollment course during the second year, the bargaining unit member shall reimburse the District \$3,000.
 - iv. If the bargaining unit member leaves or is released by the District after teaching one (1) dual enrollment course during the third year, the bargaining unit member shall reimburse the District \$1,000.
 - v. If the bargaining unit member leaves or is released by the District after teaching one (1) dual enrollment course during the fourth year, the bargaining unit member shall reimburse the District \$500.
 - vi. If the District chooses not to offer the course after assigning the course to the bargaining unit member to teach, or if the District chooses to cut the number of course offerings, that decision shall bear no reimbursement obligations on the bargaining unit member.
 - vii. If the agreement between the District and the postsecondary institution changes, it shall not have bearing on the District's obligation to fully reimburse the bargaining unit members \$5,000 for the Master's Degree Program.

13. Dual Enrollment Committee

- a. RUSD and RTPA shall create a dual enrollment committee made up of three (3) District representatives and three (3) RTPA teachers/instructors, as selected by the RTPA executive board.

- i. The Dual Enrollment Committee shall meet on an as-needed basis to address dual enrollment issues. This committee shall have no negotiating authority; however, it shall make recommendations to the parties' respective bargaining teams.
- ii. Committee meetings shall be scheduled during the contractual duty day and substitutes shall be provided by RUSD.
- iii. This MOU will be evaluated on or before April 1, 2020 by the Dual Enrollment Committee.

Violations of this MOU shall be subject to the grievance Article VI of the Collective Bargaining Agreement between the parties.



For the District

Date

7/8/19



For the Association

Date

7/8/19