MEMORANDUM OF UNDERSTANDING

BY AND BETWEEN

FONTANA UNIFIED SCHOOL DISTRICT

AND

FONTANA TEACHERS ASSOCIATION

Class Size/Caseload

(Article 15 • Class Size/Caseload)

This Memorandum of Understanding (MOU) is agreed upon and between the Fontana Unified School District (hereinafter referred to as the “District”) and Fontana Teachers Association (hereinafter referred to as the “Association”).

1.1 This Memorandum of Understanding provides proposed language to address the negotiated changes of Article 15 in regard to caseloads.

1.2 The proposed change in language is as follows:

Caseload is defined as the number of students with an Individualized Education Plan (IEP) for who the Education Specialist and/or Service Provider is assigned.

15.4 Basic caseloads for the following Education Specialists and other related service providers shall be:

<table>
<thead>
<tr>
<th>Provider</th>
<th>Caseload</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Education Specialists</td>
<td>28</td>
<td>• Assignments shall be balanced based upon available staff within the school site.</td>
</tr>
<tr>
<td>(Mild/Moderate: not self-contained)</td>
<td></td>
<td>• Formerly RSP designation</td>
</tr>
<tr>
<td>Education Specialists - Secondary</td>
<td>18</td>
<td>• Formerly SDC designation</td>
</tr>
<tr>
<td>(Moderate/Severe self-contained)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Education Specialists – Elementary</td>
<td>15</td>
<td>• Formerly SDC designation</td>
</tr>
<tr>
<td>(Mild/Moderate and Moderate/Severe self-contained)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Deaf/Hard of Hearing (D/HH)</td>
<td>35</td>
<td></td>
</tr>
<tr>
<td>Orientation and Mobility (O &amp; M)</td>
<td>20</td>
<td></td>
</tr>
</tbody>
</table>
15.5 The District and Association agree to the following regarding bargaining unit member duties related to “excess caseloads” and the “determination of services” for the services listed in Section 15.4.

15.5.1 For each student serviced in excess of the caseload set forth in Section 15.4, the bargaining unit member providing the service shall be compensated for one hour per week at a rate equal to the bargaining unit member’s hourly per diem rate.

15.5.1.1 Services subject to compensation shall include assessment duties in connection with the development or update of Individual Education Plans (IEPs) and related meetings.

15.5.1.2 Excess caseload refers to only students receiving specialized academic instruction or other related services in excess of basic caseload who have current or outdated IEPs that still require specialized academic instruction or other related services. Students without an IEP shall not be counted as part of the excess caseload.

15.5.2 Education Specialists or Service Providers who accept a “Determination of Services” assignment shall be paid at their per diem hourly rate.

15.5.2.1 “Determination of Services” means services provided by bargaining unit members listed in Section 15.4 to students without IEPs at sites where, due to a vacancy, leave of absence, or other long-term absence, there is no bargaining unit member qualified and available to provide the services.

15.5.2.2 “Determination of services” shall include, but be not limited to: initial assessments, reports, observations, Student Study/Intervention Team meetings, and Special Education Review Team meetings for non-identified students.

15.5.3 For elementary RSP and SDC only, a week will be defined as five (5) consecutive days, Monday through Friday, during which the student receives services on at least three (3) days.

15.5.4 Acceptance of additional compensation and duties under Section 15.5 shall be voluntary on the part of the bargaining unit member.

15.5.4.1 When an excess caseload exists, and the District does not immediately provide an additional specialist or teacher to serve the excess caseload student(s), the specialists or teachers at the affected site may volunteer to service the excess caseload student(s) and be compensated as described in Section 15.5.5.

15.5.4.2 If no bargaining unit member at the affected site volunteers to service the above referenced students, the District shall provide an additional specialist/teacher to service the excess caseload student(s).
15.5.5 Education Specialists or Service Providers who service excess caseload students shall receive additional aide time, if available, at a rate of one (1) hour per five (5) excess caseload students.

15.5.6 Compensation for assessment or meetings in connection with Student Study Team referrals is specifically excluded from this agreement with the exception of “Determination of Services” assignments.

15.6 Upon the request of the Association President, the District will provide the Association President with the most current and accurate information available about the number of students at a school site, grade level, or class.

15.6.1 The Association and the District may jointly establish a Class Size/Caseload Committee to discuss and review instances of excess class size/caseload.

15.6.1.1 Committee membership will consist of equal representation from the Association and the District who are directly impacted by the excess class size/caseload.

15.6.1.2 Proposed resolutions must be submitted in writing to both the Association President and Associate Superintendent of Human Resources. Such proposals are contingent upon mutual agreement between both parties after consideration of the impact on the Collective Bargaining Agreement, Board Policy, Education Code, fiscal resources and past practices.

15.6.1.3 The committee will meet when requested by the District or the Association.

1.3 While bargained and ratified changes to the caseload language in Article 15 • Class Size specified in sections 1.1 through 1.2 of this MOU shall remain in force, this proposed language shall not modify the contract until ratified.

1.4 This Memorandum of Understanding is not a precedent for any other activity or situation in the Fontana Unified School District. Further, this Memorandum of Understanding does not modify the Collective Bargaining Agreement in any way other than specifically set forth in this document.

1.5 This Memorandum of Understanding shall expire June 30, 2021.

Dated this ______ day of May ______ 2020, at Fontana, California.

For the Association:  
Leandra Marchis-Poirier, Lead Negotiator  
Fontana Teachers Association

For the District:  
Joseph Bremgartner, Associate Superintendent  
Fontana Unified School District