

#### **MEMORANDUM OF UNDERSTANDING**

#### **BETWEEN**

#### **COTATI - ROHNERT PARK UNIFIED SCHOOL DISTRICT**

**AND** 

## ROHNERT PARK COTATI EDUCATORS ASSOCIATION

## **REGARDING**

#### 2024-2025 SPECIAL EDUCATION

May 30, 2024

The intent of this MOU is to recognize the workload of our Education Specialists and General Education teachers through this pilot program. Additionally, by increasing the number of workdays and salary, the District hopes to attract and retain additional Education Specialists to CRPUSD. This will allow us to fill vacancies in our Special Education programs. We recognize that this one year MOU will have a significant fiscal and staffing impact, and we will review this by January 31, 2025.

The parties agree to the following amendments to the Collective Bargaining Agreement concerning Work Year (Article 4.1.1), Education Specialists Salary Schedule (Article 15.9), Special Education (Article 18) for the 2024-2025 school year.

4.1.1.4 The work year for Education Specialists will be 188 days.

15.2 Salary Schedule

A4 Fully Credentialed Education Specialist

A5 Non Fully Credentialed Education Specialist

15.6 Education Specialists Salary Schedule

15.6.1 Duty Days: 188

15.6.2 Education Specialists shall be placed on the Education Specialist Salary Schedule in accordance with their respective training and experience.

15.6.3 Additional duty days shall be used for scheduling, preparation, planning, and sharing of IEP information and accommodations with colleagues as appropriate.

## 18.7. Speech and Language Therapist Services

18.7.1 The site administrator may release the SLP from site based Professional Development and Staff meetings if the site administrator determines that the content is not pertinent to the SLP.

## 18.8. Education Specialists Preparation and Release Time

- 18.8.1. Education Specialists shall have the same amount of preparation time as General Education teachers at their site.
- 18.8.2. Education Specialists may request release time from their site administrator in order to conduct assessments, write reports, and prepare for IEP meetings. Such release time shall not exceed a total of three (3) workdays per school year and may only be taken when the administrator can provide adequate coverage for the teacher's regular assignment.

## 18.10 Non-Special Day Education Specialists (RSP Teachers) Caseload

- 18.10.1 A caseload is defined as the number of student IEPs the teacher is responsible for managing.
- 18.10.2 A workload site needs analysis will be considered by the District for overall site allocation including consideration that additional students may be added to a caseload or service needs shift throughout the year.
- 18.10.3 The District will make every attempt to allocate staff below the maximum caseload to start the year or provide alternatives to workload reduction.
- 18.10.4 If a site has more than 1 RSP teacher, only one service provider can count a student on their caseload, even if they share service delivery.

#### 18.10.5 Level 1 Definitions:

- 18.10.5.1 RSP TK-5 = Specialized Academic Instruction (SAI) less than 450 minutes per week
- 18.10.5.2 RSP 6-8 = Specialized Academic Instruction (SAI) less than 602 minutes per week for Lawrence Jones, 618 minutes per week for Technology Middle, and 550 minutes per week for Thomas Page Academy

18.10.5.3 RSP 9-12 = Specialized Academic Instruction (SAI) less than an average of 550 minutes per week.

#### 18.10.6 Level 2 Definitions:

- 18.10.6.1 RSP TK-5 = Specialized Academic Instruction (SAI) more than 450 minutes per week
- 18.10.6.2 RSP 6-8 = Specialized Academic Instruction (SAI) more than 602 minutes per week for Lawrence Jones, 618 minutes per week for Technology Middle, and 550 minutes per week for Thomas Page Academy
- 18.10.6.3 RSP 9-12 = Specialized Academic Instruction (SAI) more than an average of 550 minutes per week
- 18.10.7 Response to Intervention (RTI) or MultiTiered Systems of Support (MTSS) refers to serving a student for a period of time in tiered levels of intervention as part of the pre-referral or SST process.
- 18.10.8 Special Factors: When intensive additional services related to special factors are required (i.e. training or consult for intensive AAC and/or Behavior Intervention Plan ONLY), an additional .05 will be added to the formula as determined by district administration with unit member input.

## 18.10.9 Weighted Formula Caseload Table for RSP Teachers

Weighted Formula Caseload	Preschool	Consult Only*	Level 1 services	Level 2 Services	RTI/ MTSS	Consult re: Special Factors
RSP (28)	1.27 (22)	1.0 (28)	1.0 (28)	1.27 (22)	0.25 for any over 5	0.05 or 0.1

<sup>\*</sup>no direct services provided (only consult to teacher and check in's)

## 18.11 Speech and Language Therapist Services

- 18.11.1 A workload site needs analysis will be considered by the District for overall site allocation including consideration that additional students may be added to a caseload or service need shift throughout the year.
- 18.11.2 The district will make every attempt to allocate staff below the maximum caseload to start the year or provide alternatives to workload reduction.

18.11.3 If a site has more than 1 SLP, only one service provider can count a student on their caseload even if they share service delivery.

#### 18.11.4 Level 1 Definitions:

18.11.4.1 SLP: Services 1x per week (49 sessions or less yearly).

## 18.11.5 Level 2 Definitions:

18.11.5.1 SLP: Services 2x week service or 50 sessions or more per year.

18.11.6 Response to Intervention (RTI) or MultiTiered Systems of Support (MTSS) refers to serving a student for a period of time in tiered levels of intervention as part of the pre-referral or SST process.

## 18.11.7 Special Factors:

18.11.7.1 When intensive additional services related to special factors are required (i.e. training or consult for intensive AAC and/or Behavior Intervention Plan ONLY) an additional 0.05 or 0.1 will be added to the formula as determined by district administration with unit member input.

# 18.11.8 Weighted Formula Caseload Table for SLPs

Weighted Formula Caseload	Preschool	Consult Only*	Level 1 services	Level 2 Services	RTI/ MTSS/ 504	Consult re: Special Factors***
SLP (55)	1.25 (40)	1.0 (55)	1.1 (50)	1.22 (45)	0.25	0.05 or 0.1

<sup>\*</sup>no direct services provided (only consult to teacher and check in's)

#### 18.12 Class Size

- 18.12.1 A class size is defined as the number of students enrolled on a class roster. A caseload is equal to a class size for an SDC teacher.
- 18.12.2 The District will make every attempt to allocate staff below the maximum caseload to start the year or provide alternatives to workload reduction.
- 18.12.3 Class Size Table for Maximum Number of Students on a Class Roster

Class Size Table	Maximum on a Class Roster
Preschool SDC (combined am/pm cohorts)	16
TK-12 Extensive Needs SDC	10
TK and/or K SDC	10
TK-5 Counseling Enriched SDC	10
1-5 Moderate SDC	10
1-5 Mild/Moderate Social Support SDC	12
6-12 Mild/Moderate Social Support SDC*	14
6-12 RSP Replacement/Directed Studies*	14
6-12 Moderate SDC	12
6-12 Counseling Enriched SDC	12
Age 18-22 Transition SDC	12

<sup>\*</sup>Class may be combined, not to exceed 14 students. This is not the RSP teacher's caseload.

# 18.13 Co-Taught Service

18.13.1 Co-taught Service is defined as students who receive and require Specialized Academic Instruction services in the general education classroom with students that do not require that level or any Special Education Services.

# 18.13.2 Co-Taught Service Table

**Co-Taught Service Table	Maximum Number of Students that Require Co-Taught Services
TK and/or K Co-Taught class	7
6-12 Co-Taught section	10

<sup>\*\*</sup>Co-Taught classes also include students with IEPs who do not require Co-Taught services.

18.13.3 For a 6-12 student on a blended program (ie: part-time Special Day and part-time General Education or another SDC class), the Education Specialist would receive overages as outlined in Article 6.2 if the numbers pushes them over class size max.

18.13.4 Consideration will be given to the fact that additional students may be added to a class mid-year and the district will allocate staff below the maximum class size to the degree possible to start the year.

## 18.14 Support for Elementary General Education Teachers

The District will attempt to provide class coverage for Elementary General Education teachers who are instructing students that are mainstreaming from Special Education classes. This class coverage will allow for General Education teachers to consult with Special Education teachers, prepare for IEPs, and prepare for differentiated instruction.

## 18.15 Special Education Specialist & Speech and Language Pathologist Overages

18.15.1 The District will, beginning on the eleventh (11th) class day of the school year and any/all subsequent class day(s), pay the following overages: The District upon written request from the Education Specialist or Speech and Language Pathologist, shall pay to the affected member four dollars (\$4.00) per student for each day that the maximum <u>caseload</u> is exceeded.

18.15.2 The District will, beginning on the eleventh (11th) class day of the school year and any/all subsequent class day(s), pay the following overages: The District upon written request from the Education Specialist, shall pay to the affected member four dollars (\$4.00) per student for each day that the maximum <u>class size</u> is exceeded.

18.15.3 The district will attempt to maintain class sizes as outlined in Article 6.1 for students that mainstream from Elementary Special Day Classes to General Education classes. For the purposes of class size a weighted factor of 0.5 for students that are mainstreaming will be used and overages will be paid accordingly.

This MOU sunsets without precedent at the end of the 2024-2025 school year.

Lisa Baumau	Maite Iturri		
For RPCEA	For CRPUSD		
2024-06-12	2024-06-12		
Date	Date		

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Page 1 of 1



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