

RUSD Proposal for Wages and Benefits for 2018/2019:

The District is committed to offering a fair compensation proposal for 2018/2019 which recognizes the value of our teachers and our commitment to invest in teacher compensation with new money received. **For 2018/2019 the District proposes a total compensation offer of 4.65%, which includes a 4.0% increase to salary schedules, stipends and hourly rate, a .30% for special education stipends and a .35% increase to the benefit cap. This proposed compensation increase far exceeds the amount available with new money for 2018/2019 but will be funded through a combination of spending down reserves and using one-time money.**

- RTPA's proposal for salary and benefits for 2018/2019 is 12.5% increase to salary, stipends and the hourly rate and \$200/mo added to the monthly benefit cap. This is a total proposal of 14.7%.*
- This is a total cost of \$8.76 million for RTPA and \$12.87 million for all employees.*
- **For 2018/2019 the District received approximately \$7.5 million in new base funding (including additional revenue for student growth). Of this new money the following are increased fixed costs which must be covered:**
 - \$1.7 million for increased pension costs
 - \$1.1 million for longevity increases (movement on salary schedule)
 - \$1.3 million for mandatory operational cost increases (utilities, insurance, licenses, etc.)
 - \$.8 million for staffing increases due to growth (teachers, classroom aides, custodians, etc.)**=\$4.9 million in fixed increased costs for 18/19***

Thus, \$2.6 million new dollars available for all increases for all employees. This equates to a 3.06%.

*These numbers are only approximate as the District is currently calculating the cost of the 17/18 increases in salary and benefits which impacts this total amount.

Special Education

MEMORANDUM OF UNDERSTANDING BETWEEN ROCKLIN TEACHERS PROFESSIONAL ASSOCIATION AND THE ROCKLIN UNIFIED SCHOOL DISTRICT

October 8, 2018

The Rocklin Teachers Professional Association (RTPA) and the Rocklin Unified School District (District) hereby agree to the following Special Education language for the 2018-19 and 2019-20 school years.

Special Education Handbook Development

When developing and/or updating the Special Education Handbook, the District shall notify the Association of its intent to do so and shall inform the Association of the opportunity for bargaining unit members to participate in the process.

Coordination Between Special Education and General Education Classrooms

The District supports the successful placement of special education students in general education classrooms and recognizes the impact on workload of classroom teacher. Principals shall assign students in such a way as to minimize the impact and to equalize the student load unless prohibited by instructional design (i.e.: Co-teaching). The District and RTPA expects all teachers to fully support the inclusion of special education students in their classes.

When the timeline is practical, the District shall notify affected unit member(s) prior to assigning a special education student to a general education classroom and shall provide the general education teacher with any necessary documentation or recommendations regarding the proper inclusion of that student so that the student may be served appropriately.

Individualized Education Programs (IEP)

When the current teacher(s) and/or teacher(s) for the subsequent school year are known, the bargaining unit members whose duties are impacted by an IEP shall be provided the opportunity to serve on the team responsible for developing, reviewing, and/or revising the students IEP. Any bargaining unit member serving as an administrator (or one representing the district in an administrative capacity) in any IEP process shall do so on a volunteer basis.

Due Process

When a bargaining unit member is required to participate in a due process procedure, the District shall provide the unit member with release time without loss of compensation, when necessary. If the due process procedure is held during prep time or after regular hours of employment, unit members shall receive the hourly rate of pay.

Counsel retained to represent the District in any such hearing shall meet with the unit member regarding preparation for the hearing.

Caseloads/Class Sizes

The District agrees to honor all special education class sizes and/or specialist caseloads as dictated by California Education Code.

The District shall make a reasonable effort to maintain the following special education classes and/or specialist caseload guidelines which apply to all pupils for whom ongoing direct service is required:

<u>Special Day Classes Non-categorical</u>	<u>15</u>
<u>Emotional Disturbance</u>	<u>8</u>
<u>Communication Delays</u>	<u>15</u>
<u>ILS (Functional Academic Skills)</u>	<u>12</u>
<u>SDC Autism (STP) M/S</u>	<u>7</u>
<u>Resource Specialist Programs</u>	<u>28</u>
<u>Designated Instructional Services Adaptive PE</u>	<u>55</u>
<u>Speech Therapists</u>	<u>55</u>

Speech and Language exclusively for students
with exceptional needs between the ages of three
and five years. 40

If in the event that the class size and/or caseload exceeds 2 students more than the aforementioned guidelines, due to fluctuating special education numbers, the District will evaluate the following considerations:

- Support Least Restrictive Environment (LRE) for all students
- Safety as outlined in Article XIII
- Capacity and design of facilities, including equipment for student services
- Geography and location of assigned sites
- Intensity and impact of student behaviors
- Severity of individual student needs and healthcare needs
- Diversity of student needs in a single class
- Time required for positioning, nutrition, specialized healthcare and toileting
- Number of assigned adults
- Scheduling multidisciplinary staff services
- Scheduling students with multi-grade, age, and educational needs.
- Impact of intensive curricular, assessment or methodological demands
- Multiple session IEP's
- Unanticipated impact on class manageability
- Impact of on-going training and monitoring staff
- Working with interpreters
- Effects of legal mandates

Once the evaluation is complete, the District will determine if the appropriate response is to reconfigure the current class size and/or caseload or add **additional staff into the classroom.**

The Special Education Department will provide monthly class size/caseload reports to RTPA and the Special Education Solutions Panel for inspection and review.

Speech Therapists

When a speech therapist's caseload is increased beyond the aforementioned guidelines due to another unit member's leave of absence or unfilled vacancy, he/she shall be compensated at his/her per diem rate, including any relevant stipend amounts, for such extra work.

Instructional Materials

The District shall ensure that each unit member serving as a Special Education teacher has sufficient core curriculum textbooks, and teacher editions (Electronic and/or Hard copy), as well as any specialized curriculum to meet the individual needs of the special education students on their caseload.

Instructional Aides/Paraprofessionals

Instructional aides supporting ILS, FSP, STP classes shall be staggered throughout the day to support a bus to bus schedule as needed.

Professional Development

1. Universal Staff Development
 - a. All staff shall be trained annually on District special education policies and practices.
2. Staff Development for Special Education Teachers
 - a. Special education teachers shall be provided opportunities for staff development to meet the unique needs of their student populations.
 - b. Special education teachers shall have the opportunity to receive the same curriculum and instructional training as general education teachers as long as the training provided aligns with and is relevant to the teachers current curricular offerings.

Communication:

1. Special Education Communication Protocol

The District and RTPA believe that effective communication is essential to providing high quality programs for students with disabilities and creating and maintaining a positive and productive culture and climate. For these reasons, the following procedure is intended to mitigate communication breakdowns, ensure resolution, and improve operational effectiveness. Specifically, pursuant to the attached RUSD Special Education Department Communication Agreement, communication breakdowns will be addressed in the following manner:

Step 1 When a Unit member emails Special Education Department staff, they should expect to receive a response within 2 business days unless otherwise noted in an out of office message.

Responses will do one of the following:

- Provide an answer to the question asked;
- Timeline for when it will be answered; or

- Date and time to meet if appropriate

Step 2 If there is no response received within 2 business days, the unit member will resend the email to the Special Education Department staff and cc: the Assistant Director of Special Education and Director of Special Education.

Step 3 If there is no response within 2 business days, the unit member will resend the Step 2 email and cc: the Deputy Superintendent of Educational Services, Associate Superintendent of Human Resources, and the RTPA President.

Special Education Department staff and members of RTPA share responsibility for maintaining positive communications by ensuring emails are clear, concise, and productive. Unit members using this protocol shall not be subject to retaliation as a result.

2. District Committees

RTPA and the District are committed to using an interest-based problem-solving approach to addressing special education concerns not resolved to the satisfaction of unit member by their school site administrator or the special education department. The District and RTPA agree to the establishment of a joint Special Education Solutions Panel (Panel) for this purpose.

Panel Purpose

The panel will use a consensus-building approach in generating solutions. Unresolved concerns could include, but not be limited to, the following:

- Class size/caseload concerns
- Instructional materials
- Professional Development
- Instructional Aide support
- New program models
- Protocols, Flowcharts, Compliance
- Curriculum
- Policies and procedures

Solutions generated by the Panel will be evaluated against objective standards and/or criteria agreed upon by the panel members and the extent to which they satisfy their shared interests. Every effort will be made to reach a consensus decision. When and if consensus is not possible, the decision of the Panel will be based on a super-majority vote (no less than three RTPA votes to support and not less than two District votes to support).

Panel Membership

The panel would be comprised of four (4) RTPA members and three (3) District administrators. RTPA members would receive an annual stipend of \$3,600 for their Panel participation.

Implementation and Training

During the first year of implementation, the Panel will:

- Participate in a 2-full days of Interest-Based Problem-Solving (IBPS) training on or before December, 2018. The training would be available to a large number of District and RTPA participants (no more than 30 representatives each) but would be mandatory for members of the panel.
- Following training, and in the first four months of implementation, the Panel will meet two times per month.
- All meetings of the Panel will be facilitated by a neutral third party and may schedule meetings during or after the school day.
- The Panel will prepare and present to the Superintendent’s Cabinet and RTPA Executive Board a report of the Panel’s progress no later than April 30, 2019 and again no later than August 30, 2019.
- The Panel will prepare and present to the Governing Board a report of their first year progress no later than September 15, 2019.

The panel will establish a reporting schedule in year two that, at a minimum, will provide the Governing Board and the Superintendent’s Cabinet and RTPA Executive Board with an annual report of progress.

Term

This MOU will be in effective until June 30, 2020 and will automatically renew unless the District or RTPA requests modifications or cancellation, in which case it will become an automatic re-opener during the 2020-21 school year.

Colleen Crowe, RTPA President Date

Tony Limoges, Associate Superintendent Date

