



## Rocklin Unified School District Negotiation Update

August 31, 2018

The Rocklin Unified School District (RUSD) and Rocklin Teachers Professional Association (RTPA) met all day Friday, August 31, 2018. Both sides agreed to four additional bargaining sessions beginning this week.

Updated offers are described below.

### **RUSD's proposal includes:**

- **6.55% total compensation increase for the 2017-18 and 2018-19 school years.**

Breakdown:

2017-18: 1.4% compensation increase plus a .5% one- time payment (Independent Fact Finding Recommendation agreed to by RUSD)

2018-19: 4.0% salary increase, a .35% increase to employee health benefits. In addition to the compensation for all, a .3% in special education stipends.

Significant additions to safety and special education language

### **RTPA's proposal includes:**

- **17.42% total compensation increase for the 2017-18 and 2018-19 school years.**

Breakdown:

2017-18: 2.5% salary increase and 2.5% employee health benefits (equates to .22% additional costs)

2018-19: 12.5% salary increase and \$200/month increase (equates to 2.2% additional costs) on employee health benefits

***See full RUSD offer made 8/31/18 here:***

## **Special Education**

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

**August 31, 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.

#### **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 (ie: Co-teaching). The District and RTPA expects all teachers to fully support the inclusion of special education student 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.

#### **Caseloads/Class Sizes**

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

#### **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.

#### **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.

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Colleen Crowe, RTPA President Date

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Tony Limoges, Associate Superintendent Date

### **Article XIII: Safety**

Consistent with Rocklin Unified School District Board Policies, the District recognizes that students and staff have the right to a safe and secure campus where they are free from physical and psychological harm. The District is fully committed to maximizing school safety and in creating a positive learning environment for all members of the District.

1. A District/student discipline policy will be formulated and made available to each teacher and administrator. This policy will enumerate the options teachers have in the disciplining of students.
  - (a) The District shall provide appropriate training to affected employees on proper restraint of students who may be harmful to themselves or others.
  - (b) The District shall provide access to trainings in the areas of restraint and behavior supports for the purpose of providing a safe learning environment. In addition, assistance may be provided by behaviorists, mental health professionals or others to advise employees on how to handle students with extreme behaviors.
2. Teachers shall immediately report cases of assault, battery, or threats suffered by them in connection with their employment, to their Principal or other immediate supervisor who, with the teacher, shall decide if the incident warrants further action. If affirmative, the incident shall then be reported to the appropriate law enforcement agency. Every effort will be made to settle minor problems at the building level. If they are not settled to mutual satisfaction at the building level, the Superintendent or designee will be informed and the Superintendent or designee shall act in an appropriate way per Education Code section 44812.
3. Education Code section 212.6 effective January 1, 1993, requires each educational institution in California to have a written policy on sexual harassment that includes information on where to obtain the specific rules and procedures for reporting charges of sexual harassment and for pursuing available remedies. This policy is to be posted in a prominent location and be made available on the District Web Page.
4. The District shall work with site administrators to provide a reasonable amount of time during the contract day at the beginning of the school year to allow teacher to complete the required training on sexual harassment, blood borne pathogens, mandatory reporting, and/or any other required training.

- (a) District will provide a reasonable amount of time during the contract day for teachers who may need CPR/First Aid certification for student trips and activities to become CPR/First Aid certified.

- 5. The District shall, during the duration of this contract, provide liability insurance for all certificated personnel in accordance with Education Code section 35208.

**Article VIII**

**Preparation Time**

Status Quo

## **Article 1**

### **Agreement**

The Articles and Provisions contained herein constitute a bilateral and binding agreement (“Agreement”) by and between the Governing Board of the Rocklin Unified School District (“Board”) and the Rocklin Teachers Professional Association, an affiliate of the California Teachers Association/National Education Association (“Association”), an employee organization.

This Agreement is entered into pursuant to Chapter 10.7, Sections 3540-3549, of the Government Code (“Act”).

This contract will be in full force and effect for three full years, July 1, 2017, through June 30, 2020, or until a new Agreement has been agreed to by both parties. The first and second year (2017-2018 and 2018-2019) of the Agreement are fully settled. In the third year (2019-2020) salary, health, welfare and retiree benefits and two (2) articles of each party’s choice will be open for negotiations.

## **Salary and Benefits**

Rocklin Unified School District and Rocklin Teachers Professional Association, hereby agree to the following changes to the current RTPA Collective Bargaining Agreement.

Effective July 1, 2017

- 1.4% added to the salary schedule for all steps and columns
- 0.5% one-time off-schedule payment
- District Wide Elementary (K-6) Curriculum-Content Supervision Areas
  - Music (1) was re-instated at conclusion of the 2016-17 negotiations

Effective July 1, 2018

- 4.0% added to the salary schedule for all steps and columns.
- The equivalent of an additional 0.3% allocated to RTPA wages for the creation of a \$2,000 stipend provided to unit members serving as special education teachers
  - After serving 10 years as a District special education teacher, the stipend will increase to \$4,000 per year
  - Special education teacher stipends will be prorated based on the unit members full-time equivalent
- .35% salary equivalent will be applied to the annual cap on health benefits (which equates to an equivalent of a 4.05% increase on benefits or \$32 per month, annual increase of \$384)



# RUSD Negotiations Update

**Rocklin Teachers Professional Association (RTPA) proposes compensation increase of 14.7% for 2018-19**

**Rocklin Unified School District (RUSD) offers salary increase of 4.0% (plus .3 % Special Education stipend) for 2018-19 as part of a 2 year deal**

In an effort to find resolution and reach agreement, Rocklin Unified School District and Rocklin Teachers Professional Association met on Friday, August 31. During that negotiation session, RUSD updated its offer to its teachers. Unfortunately, an agreement was not met.

If the school district were to accept the union's proposal, it would deplete the district's reserves and give RUSD a negative financial certification by the Placer County Office of Education.

**RTPA**

**NEW UPDATED OFFER**

**RUSD**

**17.42%**

**TOTAL compensation for all employees**

**6.55%**

**\$16.7M**

**Cost to District for 2017-18 & 2018-19**

**\$6.7M**

**2017-18**

*Proposal remains:*

**Compensation increase: 2.5%  
+ 2.5% employee health benefits**

*District increases offer recommended by impartial fact finding report:*

**Compensation increase: 1.4%  
+ one-time payment .5%**

**2018-19**

**Compensation increase: 12.5%  
+ \$200 monthly district contribution to employee health benefits (additional 2.2% Cost)**

**Compensation increase: 4.0%  
+ .3% Special Education Stipend  
+ .35% on health benefits**

**\*RUSD added significant additions to Safety and Special Education contract language.**

*These details and more can be located at [www.rocklinusd.org/Negotiations-News/index.html](http://www.rocklinusd.org/Negotiations-News/index.html)*