

# MEMORANDUM OF UNDERSTANDING ADDENDUM TO ARTICLE XXIV: SPECIAL EDUCATION BETWEEN ROCKLIN TEACHERS PROFESSIONAL ASSOCIATION AND THE ROCKLIN UNIFIED SCHOOL DISTRICT

#### **REG: SPECIAL EDUCATION**

The Rocklin Teachers Professional Association (RTPA) and the Rocklin Unified School District (District) hereby agree to amend the existing contract language for Article XXIV: Special Education via Memorandum of Understanding (MOU) dated May 31, 2022, for the 2022-2023 school year exclusive to the Whitney High School Special Education program.

Upon approval by the District and RTPA, the terms of this MOU shall be effective July 1, 2022. RTPA and the District agree to revisit this MOU at the conclusion of the 2022-2023 school year to determine if the language is sufficient and/or the contents of this MOU are to be added as a permanent addition to the contract language.

#### 1. Rationale

a. Whitney High School may have the option to utilize a combined caseload and co-teaching model to reduce the many categorical restrictions between RSP and non-categorical SDC caseloads at a secondary level. This model provides the opportunity of access to Specialized Academic Instruction in the Least Restrictive Environment.

## 2. Commitments and Guidelines

- a. IEP Requirement
  - i. Any change in placement to a student's academic setting must be made through the IEP process.
    - 1. A "change in placement," is defined as: A proposed change to the IEP which substantially or materially affects the composition of the educational program and services provided to the student. A simple change in the location of a building or facility is not, generally, viewed to be a change in placement where there are no significant changes in the educational program.
      - a. If the school team is proposing a change in placement that is either less or more restrictive in a student's course of study, an IEP team meeting shall be held regarding the change in placement and any potential impact on a student's diploma/certificate track.

### b. IEP Goal(s)

- i. Placement consideration should be made in order to support a student's ability to make progress towards meeting academic IEP goals.
  - c. Staff Development

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 It is the expectation that both teachers and/or any staff involved in a co-taught class, will receive training from the Special Education Department or a Special Education designated training within the first year of co-teaching implementation.

#### d. Master Schedule Creation

 Prior to finalizing the Master Schedule for Special Education, the Special Education Department and/or designee will be consulted to make certain that the final schedule and student placement(s) meet all legal requirements.

### e. Model Staffing

 No additional staffing will be provided to support implementation of this model exclusively.

#### f. CTE Pathway

- i. Enrollment in a CTE course, when appropriate, will be made to support the goal of Pathway completion.
- ii. CTE Pathway courses are not co-taught classes unless staffing allows.
  - 1. Due to staffing capacity it may be necessary to prioritize the placement of aides, rather than teachers in CTE courses.

## 3. Combined Caseload Site Option

- a. Whitney High School FTE allocation is determined by the projections of the total number of RSP and SDC students to be enrolled at the school.
- b. This number is based on the caseload limits of 15:1 for SDC and 28:1 for RSP.
- c. Once the FTE allocation is made, sites can balance mixed caseloads at their discretion.
- d. Site administration will utilize the "1.87 formula" illustrated below to manage caseloads as close to an estimated value of 28 as possible.
- e. Site administration will monitor district FTE projections and balance site easeloads prior to notifying district administration that easeloads of an entire site are approaching capacity or request additional hourly pay for ease managers.
  - Further Explanation of the Secondary Combined RSP and non-categorical SDC Caseload:
    - Consistent with current contract language in Article XXIV, by combining both RSP and SDC students onto a single caseload, each designated student is weighted toward a total caseload of 28. The combined ratio is derived from dividing a total RSP caseload by a total SDC caseload (28 student/15 student = 1.87). Based on the current ratio of case manager to students, (SDC non-categorical of 1:15 and Resource Specialist 1: 28), each student designated SDC is weighted as 1.87 and each student designated RSP is weighted at 1 to reach a caseload total of 28.
    - 2. Consistent with current contract language in Article XXIV, the goal is to create a full combined caseload with a total "weight" to as close to 28 as possible.

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- The current contract language within Article XXIV on Caseloads/Class sizes will be utilized to remedy caseload/class size issues. (Replaces e above)
- However, the total number of students on caseload may vary due to the separate weights. The mathematical calculation is maintained through a spreadsheet.
- 4. This Agreement is entered into on May 10, 2022 and shall be revisited at the conclusion of the 2022-2023 school year and may be amended, extended, and/or added to Article XXIV of the Collective Bargaining Agreement upon mutual agreement by both parties.
- 5. Violations of this MOU shall be subject to the grievance Article VI of the Collective Bargaining Agreement between the parties.
- 6. This agreement shall not establish binding past practice or precedent.

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Date/	-28	j mejmji)	Date		

# CaseManger 1

# CaseManger 2

1	Student A	SDC	1.87	1	Student A	SDC	1.87
2	Student B	SDC	1.87	2	Student B	SDC	1.87
3	Student C	SDC	1.87	3	Student C	SDC	1.87
4	Student D	SDC	1.87	4	Student D	SDC	1.87
5	Student E	SDC	1.87	5	Student E	SDC	1.87
6	Student F	SDC	1.87	6	Student F	SDC	1.87
7	Student G	SDC	1.87	7	Student G	RSP	1
8	Student H	SDC	1.87	8	Student H	RSP	1
9	Student I	SDC	1.87	9	Student I	RSP	1
10	Student J	SDC	1.87	10	Student J	RSP	1
11	Student K	RSP	1	11	Student K	RSP	1
12	Student L	RSP	1	12	Student L	RSP	I
13	Student M	RSP	1	13	Student M	RSP	1
14	Student N	RSP	1	14	Student N	RSP	1
15	Student O	RSP	1	15	Student O	RSP	1
16	Student P	RSP	1	16	Student P	RSP	1
17	Student Q	RSP	1	17	Student Q	RSP	1
18	Student R	RSP	1	18	Student R	RSP	1
19	Student S	RSP	1	19	Student S	RSP	1
20				20	Student T	RSP	1
21				21	Student U	RSP	1
22				22	Student V	RSP	1
23				23	Student W	RSP	1
			Total weight: 27.7				Total weight: 28.22