

**Memorandum of Understanding for
Immediate SPED Structural Supports
Between Stockton Unified School District
and Stockton Teachers Association**

The Stockton Unified School District (“District”) and Stockton Teachers Association (“Association”), together “the parties,” agree to enter into this Memorandum of Understanding (“MOU”) to address time-sensitive structural support elements for broad SPED contexts. As the contents of this MOU represent intended language to be added in the future (subject to further Successor negotiations) to article 19 in the contract, the section numbering is arranged accordingly.

19.2 Caseloads

19.2.1 A caseload shall refer to the following two components combined:

- all eligible students for whom the teacher provides case management and direct SAI services (Note: this does not include those students with a different teacher as their case manager, i.e., SAI provided in a secondary context via Learning Center pullout or subject-specific rostered courses);
- all pending students with signed assessment plans during the 60-day assessment period only

19.2.2 Site-Specific RSP Teachers

- a. The caseload for an RSP teacher must not exceed 27 students (pursuant to 19.2.1) whenever the RSP teacher provides services solely at one site. (Note: This provision is inclusive of TK-8 RSP and high school RSP.)
- b. Whenever an RSP teacher is tasked with providing services at more than one site their maximum caseload must instead be 26 students (pursuant to 19.2.1).

19.2.3 Itinerant assignments

- a. The positions of Itinerant TK-8 RSP attached to the Special Ed Department, and Site-Specific TK-8 RSP are distinct. As such, teachers cannot be reassigned from site-specific to Itinerant TK-8 RSP attached to the Special Education Department, or vice versa.
- b. Whenever a site-specific RSP teacher has a caseload under 26, they may be assigned to serve more than one site up to a maximum of 26 students (pursuant to 19.2.1).
- c. District discretion prevails on the number and distribution of sites where an Itinerant TK-8 RSP teacher attached to the Special Ed Department may be tasked

with providing services. An Itinerant TK-8 RSP's caseload must not exceed 26 students (pursuant to 19.2.1).

- d. Itinerant TK-8 RSP teachers attached to the Special Ed Department are to be provided with access to student information systems for every student across all TK-8 RSP teachers' caseloads.
- e. All other traditionally itinerant special education positions who have a caseload (e.g., Visually Impaired, Deaf and Hard of Hearing, but not traditional SDC or RSP) shall likewise have a caseload maximum of 27 (pursuant to 19.2.1).

Intent: The above accounts for three (3) senses of "itinerant" positions:

1. Site-specific TK-8 RSP who serve more than one site
2. Itinerant TK-8 RSP who are attached to the Special Education Department
3. All other traditionally itinerant SPED positions (VI, DHH, APE, O&M, etc.)

19.2.4 Caseload Site Changes

To change any TK-8 RSP teacher's site (i.e., assigning them students from a site they are not yet serving), the District must provide the teacher with pertinent digital access (Synergy, Illuminate, iReady, etc.) regarding the site(s);

- five instructional days' notice prior to the change,
- two additional days of release days to adequately transfer materials and to prepare instruction (see article 17.5.2); and
- any new mileage implications resulting from the transfer process (see article 16.1)

19.2.5 Caseload Reduction Procedure

Whenever a caseload must be reduced to honor limits, reduction shall re-assign whichever students have been on the teacher's caseload the shortest amount of time. However, the teacher (in consultation with Special Education Administration) may indicate a more appropriate solution in writing, which the District may then consider instead in order to right-size the caseload.

The case manager will be responsible for informing the District when their caseload reaches (and also when it exceeds) the maximum limit; and the District will initiate the caseload adjustment within five (5) days of receiving notice from the case manager.

19.2.6 RSP Caseload Reporting

To support District oversight and regulation of caseloads, all case managers shall be responsible to turn in a Caseload Verification Report form to their SPED program specialist on a monthly basis, with the District responsible to retain this information and to take appropriate action as needed.

19.3 Case Management Support Mechanisms

19.3.1 High School RSP teachers must be provided every instructional day with a resource period that is time-equitable with the other class periods of the site's class schedule.

A high school RSP resource period:

- is used to complete duties specific to education specialists such as assessment, developing Individualized Education Plans (IEP), holding IEP Meetings, etc.;
- does not replace a teacher's preparation period, nor is it itself a preparation period;
- cannot be "bought out" to teach an additional class, nor compensated to substitute for another teacher's class, nor shall the teacher be expected or prompted to make use of the period for any other purpose that is not case management.

19.3.2 Except for High School RSP, all teachers who have a caseload are authorized to utilize up to thirteen (13) Case Management Release (CMR) days per instructional year to support the fulfillment of case management responsibilities. Teacher location during CMR must be on-site. These days do not roll over into subsequent years.

19.4 Meetings, Training, and Curriculum

19.4.1 Monthly SPED Meetings

All non-secondary special education teachers shall be required to attend one monthly District SPED meeting. In scheduling and hosting these monthly SPED meetings, the District shall make every reasonable effort to use format(s) and time(s) that maximize equitable access.

To time-compensate this requirement, each non-secondary special education teacher shall be released from one of their monthly site meetings. At the site administrator's discretion in collaboration with teacher input, release may be any 6.4 faculty or 6.5 PLC collaboration that month. However, if one site meeting is in direct time-conflict with the SPED meeting, then the meeting in conflict shall automatically be the teacher's released meeting.

This MOU is effective upon ratification and shall be rolled into the Collective Bargaining Agreement as part of **Article 19**. The parties retain the option to conduct further negotiations in Successor negotiations for the entirety of **Article 19**. By signing this Memorandum of Understanding, the parties agree to all provisions of this agreement for the timeframes specified herein.

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