

ARTICLE 29. SPECIAL EDUCATION

SDEA Proposal to SDUSD

February 2, 2015

Section 29.1: SPECIAL EDUCATION CASELOADS

The District and the Association recognize that several variables impact the workload of Special Education staff. The District will attempt to maintain caseloads or class sizes as set forth below, the workloads will be balanced based on the criteria set forth below.

29.1.1. Definitions

29.1.1.1. "Caseload" refers to the number of students with IEP's for whom the special education teacher is assigned, and each student is counted as "one" no matter the needs or severity.

29.1.1.2. "Education specialist" is equivalent to and has the same meaning as "special education teacher".

29.1.1.3. "Workload" refers to all of the responsibilities required of the special education teacher and is based on the severity of the student needs.

29.1.1.4. "Co-teaching", or having two teachers in the classroom, is used in the District to provide an inclusive setting for special education students while ensuring that they are in the least restrictive environment as recommended by their IEP team. A co-teaching classroom typically contains a general education teacher and a special education teacher in the classroom. Paraprofessionals and others may also work in this setting to provide additional support.

29.1.2. Caseloads

The District shall maintain caseloads or class sizes as set forth below:

29.1.2.1. Caseloads for Special Educators

29.1.2.1.1. Education Specialist: Mild/Moderate: 20

29.1.2.1.2. Education Specialist: Moderate/Severe: 12

29.1.2.1.3. Resource Specialist: 26

A "Resource Specialist" is a special education teacher who provides instruction and services to students who are assigned to a regular classroom teacher for 75% or more of their school day and whose needs have been identified in an individualized education plan.

The Resource Specialist may provide instruction through the delivery of direct separate setting instruction. A Resource Specialist shall not be required to provide more than 5 hours of push-in and/or co-teaching in the regular classroom setting per week.

Any Special Education teacher whose overall caseload requires more than 5 hours of push-in and/or co-teaching per week shall automatically be considered an Ed. Specialist, with a caseload of 20 or 12, based on the disabilities of the students served.

29.1.2.1.4. Deaf and Hard of Hearing (DHH/Deaf Education): 10

29.1.2.1.5. Speech Language Pathologists (SLP), Elementary level: 55 (inclusive of a maximum of five [5] speech improvement students and five [5] RTI cases)

29.1.2.1.6. Speech and Language Pathologists (SLP), Secondary level: 55 IEPs

29.1.2.1.7. Speech and Language Pathologists (SLP), Early Childhood: 40 (inclusive of a maximum of five [5] speech improvement students and five [5] RTI cases).

29.1.2.1.8. Special educator caseloads that include both Mild/Moderate and Moderate/Severe students shall be reduced proportionally to reflect the above.

29.1.2.1.9. The caseload of the SLPs serving both school-age and preschool children shall be reduced proportionally to reflect the amount of the SLP's assignment devoted to preschool.

29.1.2.2. Class size for separate setting classes

The District shall maintain separate class instruction settings at twelve (12) students.

29.1.2.3. Other special education positions such as psychologists, teachers of adaptive physical education, and teachers of physically handicapped students, will be monitored by Committee set forth in Section 29.2. Such unit members having concerns about workload may refer them to the Committee.

29.1.3. Equitable Distribution of Workload

29.1.3.1. Caseloads shall be equitably distributed at each school site not by equal caseload numbers, but based on the application of the Elements of Special Education Workload identified and defined in this Section.

29.1.3.2. Elements of Special Education Workload

The District and the Association agree on the following as the Elements to be applied when equitably distributing workloads at each school site, and that these Elements are to be included in the Workload model developed by the parties pursuant to this Section, noting that such assignments shall conform to the caseload totals identified in this Article.

29.1.3.2.1. Specialized Academic Instruction – Includes direct instruction and indirect service such as consultation with general education teachers, co-teaching, modification/adaptation of curriculum, and planning with related service staff.

29.1.3.2.2. Assessments and Reassessments – Includes initial assessments, three year reviews, and other special education assessments as needed.

29.1.3.2.3. IEP Management Responsibilities – Includes program development, coordination of services, parent communication related to the IEP, annual review, progress monitoring and reporting, behavioral assessments, manifestation determinations, and behavior plans.

29.1.3.2.4. Preparation Time – Includes time within instructional day to prepare instruction.

29.1.3.2.5. Directing the Work of Paraprofessionals – Includes directing work, training and planning for one to one aides, and other paraprofessionals.

29.1.3.2.6. Other Special Education Assignments – Includes lunch or recess supervision of special education students, special education bus duty and RTI duties.

29.1.3.5. Workloads shall be equitable at school/work sites. The requirement that workloads be equitably distributed at work/school sites, based on application of the Elements of Special Education Workload in Section 29.1.3.2 shall apply beginning with the 2011-2012 school year. The Workload Model developed by the Joint Committee developed pursuant to Sections 29.1.3.3.

29.1.3.6. The site administrator shall assign, in consultation with special education certificated staff, students to case managers in a way that best serves students and provides for a positive work environment. If a certificated special education teacher has a concern about inequity in their workload, she/he may meet together with the administrator to discuss the situation and collaboratively resolve the concern. In such cases, the workload formula form in Appendix Q shall be completed by the teachers at the school/work site and shall be used as a basis for determining the most equitable workload distribution at that site.

29.1.3.7. In the event that a concern regarding the equitable distribution of workloads at a school/work site cannot be resolved at the site level through 29.1.3.6 above, then the concern may be presented for resolution to the Workload Committee.

29.1.4. General Provisions of Services

No special education teacher shall be required to substitute for a general education co-teacher, unless authorized by existing provisions of this Agreement.

29.1.5. IEP Meetings

Within the limitations of state and federal law IEP meetings will not occur beyond the eight (8)-hour workday referenced in Section 8.5, and no more than three (3) meetings per month will extend beyond the six (6) hour and thirty-five (35) minutes on-site workday referenced in Section 8.5.1. Unit members shall be compensated at their pro-rata rate for any required IEP meeting time beyond the (8) hour workday.

Section 29.2: WORKLOAD COMMITTEE

Special education workloads referenced in this Article, shall be monitored by the Joint Workload Committee in accordance with Section 29.3. The Committee shall be comprised of four (4) individuals appointed by the Association and four (4) individuals appointed by the District.

The Committee shall meet on a monthly basis throughout the school year, with a schedule of meetings mutually determined for the subsequent school year by the final meeting of the preceding school year. Meeting locations and meeting chair responsibilities shall rotate between the District and SDEA.

Section 29.3: WORKLOAD PROBLEM RESOLUTION

If it is determined by the Committee in Section 29.2. that concerns exist relative to workloads as described in this Article, the Committee shall explore all possible solutions.

Section 29.4: EARLY CHILDHOOD SPECIAL EDUCATION SERVICES.

Teachers providing ECSE services will be assigned no more than sixteen (16) total students with disabilities combined in both morning and afternoon sessions. When the seventeenth (17th) student is identified, a conference between the teacher, an association representative if requested, and the ECSE administrator will occur. Consideration will be given to paraprofessional hours, composition of class and facilities and the outcome will be mutually agreed upon. Some classes will reach their maximum numbers before others due to geographic location, but caseloads will be equalized as the year progresses.

Section 29.5: LOW INCIDENCE PROGRAMS

Caseloads for low incidence itinerant programs including Visually Handicapped (VH), Physically Handicapped (PH), and Deaf and Hard of Hearing (DHH) shall consider the number of direct service hours per month, number of consultation hours per month, number of indirect hours per month (professional, parent, other agency contacts, recordkeeping, training paraprofessionals) and travel time.**Section 29.6: CONFORMANCE WITH EDUCATION CODE**

In the event that provisions of this Article are modified by changes in the Education Code, it is agreed that the Workload Committee will meet to discuss necessary modifications to this Article and shall submit recommendations for change to the Contract Administration Committee.

Section 29.7: SUPPORTING STUDENTS WITH IEPs IN GENERAL EDUCATION CLASSROOMS

29.7.1. It is the intent of the District to notify the affected unit member(s) prior to assigning students with special needs into the regular classroom and provide the unit member(s) with a copy of the student's IEP.

29.7.2. The District and the Association support successful placement of special education students in general education classrooms and recognize the impact on the workload of classroom teachers. The principal shall assign students in such a way as to minimize the impact and equalize student load.

29.7.2.1 Whenever the ratio of students with IEPs exceeds 10% of the overall class size, additional supports shall be put in place for the general education inclusion teacher. Such supports may include, but not be limited to, a smaller class size, supplemental special education staff, additional preparation time, and/or the elimination of non-teaching duties or obligations.

29.7.2.2 Within the first two weeks of the school year, or within two weeks from when student enrollment fluctuations justifies it, site administrators shall conduct an interactive meeting with any unit member who teaches an inclusion class to discuss the provision of the supports referred to in Section 29.7.2.1. When available and/or possible, these supports must be provided.

29.7.3. The District shall provide appropriate in-service opportunities for general education unit members assigned to work with special education students. All unit members who teach an inclusion class shall have an opportunity to participate in relevant special education training. Appropriate release time, at the pro-rata rate, shall be provided for the unit members who participate in the special education training referred to in this section.

29.7.4 The parties acknowledge that IEP teams shall have a full continuum of special education services to choose from, including but not limited to, an option for a separate setting (sometimes referred to as a special day class), when designating a child's placement.

29.7.5 A thorough study of the special education program and its delivery in the District shall be conducted by June 30, 2015. The study will include input from all stakeholder groups, including but not limited to special education teachers, general education teachers, administrators, related services staff and parents. Any recommendations that are under scope shall be referred to the parties for future negotiations. The study shall be conducted by a mutually agreed upon third party.

Section 29.8: ADEQUATE SPACE

All unit members who teach in the special education program shall have adequate and appropriate classroom space. The District shall provide such unit members with adequate classroom or workspace and all appropriate equipment. The District should work with sites which have limited space availability to explore the possibility of locating an alternative facility on site.

Section 29.9: ITINERANT STAFFING

The District and the Association recognize the contribution of itinerant staff assigned to the Adaptive Physical Education,

Visually Impaired, and Physically Handicapped programs and of school psychologists assigned to work with special education pupils. As the student population increases, the District will make every effort to minimize the workload impact. The Special Education Division will work with itinerant staff to minimize the impact and equalize workloads. The District will not reduce the following full-time equivalents (FTE's):

Program FTE's

29.9.1. Adaptive Physical Education 32.5

29.9.2. Visually Impaired 11.5

29.9.3. Physically Handicapped 8.0

29.9.4. School Psychologists 65.0