

MEMORANDUM OF UNDERSTANDING
BETWEEN THE
SAN DIEGO EDUCATION ASSOCIATION
AND THE
TO THE SAN DIEGO UNIFIED SCHOOL DISTRICT
RE: SPECIAL EDUCATION WORKLOAD

July 12, 2010

Pursuant to the June, 2009 MOU regarding the development of a Special Education Workload Model, the San Diego Unified School District (SDUSD) and the San Diego Education Association (SDEA) agree to the following modifications of Article 30 of the collective bargaining agreement:

1. Revise Article 30.1 to read as follows:

Article 30.1 Special Education Workload

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, and workloads will be balanced based on the criteria set forth below.

30.1.1 Definitions

- a. "Caseload" refers to the number of students with IEPs for whom the special education teacher is assigned, and each student is counted as "one" no matter the needs or severity.
- b. "Education specialist" is equivalent to and has the same meaning as "special education teacher."
- c. "Workload" refers to all of the responsibilities required of the special education teacher and is based on the severity of the student needs.
- d. Both parties recognize that "co-teaching," or having two teachers in the classroom, is used in the District to provide an inclusive setting for special education students while insuring 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.

30.1.2 Caseloads

The District will attempt to maintain caseloads or class sizes as set forth below:

30.1.2.1 Caseloads for Special Educators

- a. Education Specialist: Mild/Moderate: 20
- b. Education Specialist: Moderate/Severe: 12
- c. Resource Specialist: 28

- d. Deaf and Hard of Hearing (DHH/Deaf Education): 10
- e. Speech and Language Pathologists (SLP), Elementary level: 55 (inclusive of a maximum of 5 speech improvement students and 5 RTI cases)
- f. Speech and Language Pathologists (SLP), Secondary level: 55 IEPs
- g. Speech and Language Pathologists (SLP), Early Childhood: 40 (inclusive of a maximum of 5 speech improvement students and 5 RTI cases).
- h. Special educator caseloads that include both Mild/Moderate and Moderate/Severe students shall be reduced proportionally to reflect the above.
- i. The caseload of SLPs serving both school-age and preschool children shall be reduced proportionally to reflect the amount of the SLP's assignment devoted to preschool.

30.1.2.2 Class size for separate setting classes

- a. The District will attempt to maintain separate class instruction settings at 12 students.

30.1.2.3 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 30.2. Such unit members having concerns about workload may refer them to the Committee.

30.1.2.4 Nothing in this Article shall be construed as allowing for or encouraging an increase in District-wide average caseloads or class sizes. It is the intent of the parties that special education staffing allocations for the 2010-11 school year will be consistent with the allocations in the 2009-10 school year. It is the further intent of the parties that amendments to this Article negotiated between May and July, 2010 will not result in an increase in District expenditures.

30.1.3 Equitable Distribution of Workload

- a. 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.
- b. 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:

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

4. Preparation Time – Includes time within instructional day to prepare instruction.
 5. Directing the Work of Paraprofessionals – Includes directing work, training and planning for one to one aides, and other paraprofessionals.
 6. Other Special Education Assignments – Includes lunch or recess supervision of special education students, special education bus duty and RTI duties.
- c. During the 2010-11 school year, the parties agree to the establishment of a Joint Committee to meet at least monthly to research, compile data, and negotiate a Workload Model to be incorporated into Article 30 that: 1) further defines and clarifies the definition and scope of the Elements of Special Education Workload; 2) develops a methodology for applying those criteria to assist in meeting the contractual requirement of equitably distributing workloads at each school site; and 3) includes within the scope of its work the development of more clearly defined caseload numbers or ranges to be included in the Workload Model, including a modification of the provisions of Section 30.1.2 if deemed necessary by the parties. The Joint Committee will consist of up to eight (8) members for each party, including subject matter experts and guest experts to address specific issues related to the Committee's work. The Joint Committee will ensure the model applies to case managers and service providers. During these meetings the Committee shall also review data to monitor the provisions and intent described in Section 30.1.2.4.
- d. The Joint Committee shall begin meeting no later than November 1, 2010. In the event the Joint Committee is unable to agree on Workload Model by April 30, 2011, the parties agree to request the appointment of a mediator through the California State Mediation and Conciliation Service (CSMCS), and to engage in good faith mediation to resolve any disagreements. If the mediator is unable to effect settlement, and believes that further efforts at a mediated resolution would be futile, at the request of either or both parties the mediator may certify the matter to arbitration. In the event this occurs, the parties agree to submit the matter to binding arbitration in accordance with the dispute resolution provisions and process contained in the June, 2009 MOU regarding the Development of a Special Education Workload Model, and the June 30, 2010 MOU regarding the Dispute Resolution Panel process.
- e. The requirement that workloads be equitably distributed at the school sites, based on an application of the Elements in Section 30.1.3(b), applies beginning with the 2010-11 school year. The Workload Model developed by the Joint Committee developed pursuant to Section 30.1.3(c)-(d) will be implemented beginning with the 2011-12 school year.

30.1.4 General Provision of Services

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

30.1.5 IEP Meetings

- a. The District agrees to make every effort within the limitations of state and federal law to ensure that IEP meetings not occur beyond the 8-hour workday referenced in

Article 8.5, and that no more than three (3) meetings per month extend beyond the 6 hours and 35 minute on-site workday referenced in Article 8.5.1.

2. Revise Article 30.2 to read as follows:

Article 30.2 Workload Committee

Special education workloads referenced in this Article, shall be monitored by a joint Committee. The Committee shall be comprised of four (4) individuals appointed by the Association and four (4) individuals appointed by the District in accordance with Section 30.3.

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.

3. Revise Article 30.3 to read as follows:

If it is determined by the Committee in Section 30.2 that concerns exist relative to workloads as described in this Article, the Committee shall explore all possible solutions.

4. Revise Article 30.9 to read as follows:

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) without consultation with the Association:

	<u>Program</u>	<u>FTE's</u>
30.9.1.	Adaptive Physical Education	32.5
30.9.2.	Visually Impaired	11.5
30.9.3.	Physically Handicapped	8.0
30.9.4.	School Psychologists	65.0

Consultation as used in this Section is the same as defined in Article 13.1.

FOR SDUSD:



Date: 7/12/2010

FOR SDEA:



Date: 7.13.10