

**Tentative Agreement
Between San Diego Unified School District and
San Diego Education Association
2014 Successor Collective Negotiations Contract**

ARTICLE 29: SPECIAL EDUCATION

The San Diego School Education Association ("SDEA") and San Diego Unified School District ("District") have negotiated and reached a tentative agreement on certain terms for a successor Collective Negotiations Contract (CNC) on March 9, 2015. Negotiations between the parties continue.

In accordance with the signed Ground Rules, no tentative agreement shall be a final agreement except as a part of a total package agreement between the parties. Both parties agree that final approval of the tentative collective bargaining agreement is subject to ratification by SDEA membership and approval of the Board of Trustees.

Italicized language set forth below expresses the parties' intent, and will not be incorporated into the SDEA.

ARTICLE 29. SPECIAL EDUCATION

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 "Resource Specialist" is a special education teacher who provides instruction and services to students who are assigned to a regular classroom teacher for more than 50% of their school day and whose needs have been identified in an individualized education plan.

29.1.1.5 "eCo-teaching", or having two teachers in the classroom, is used in the District to provide an inclusive setting for ~~special education~~ students with IEPs while ensuring that they are in the least

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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 will attempt to 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: ~~24~~8

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 will attempt to 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

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forth in Section 29.2. Such unit members having concerns about workload may refer them to the Committee.

~~29.1.2.4. Nothing in this Article shall be construed as allowing for or encouraging an increase in District side average caseloads or class sizes. It is the intent of the parties that special education staffing allocations for the 2010-2011 school year be consistent with the allocations in the 2009-2010 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.~~

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, interim 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.

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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.

~~29.1.3.3. During the 2010-2011 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 29 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 requirements of equitably distribution 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 29.1.2 if deemed necessary by the parties. (See Appendix Q.) 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 meeting the Committee shall also review data to monitor the provisions and intent described in Section 29.1.2.4.~~

~~29.1.3.4. 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 Reconciliation 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 20, 2010, MOU regarding the Dispute Resolution Panel process. (See Appendix Q.)~~

~~29.1.3.5. 29.1.3.3. 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. 29.1.3.4.~~ 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

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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.~~29.1.3.5. 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.~~64~~ 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

The District agrees to make every effort within the limitations of state and federal law to ensure that IEP meetings not occur beyond the eight (8)-hour workday referenced in Section 8.5, and that no more than three (3) meetings per month extend beyond the six (6) hour and thirty-five (35) minutes on-site workday referenced in Section 8.5.1. After securing prior approval from the unit member's supervisor to schedule the meeting beyond the eight (8)-hour workday, unit members shall be compensated at their pro-rata rate for any required IEP meetings that take place beyond the eight (8)-hour work day.

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: ~~SPECIAL EDUCATION EARLY CHILDHOOD PRESCHOOL EARLY CHILDHOOD~~
SPECIAL EDUCATION PROGRAM (SEEC) ECSE**

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Teachers in the program will be assigned no more than sixteen (16) total students with disabilities combined in both morning and afternoon sessions. When the seventeenth (17) student is identified, a conference between the teacher, an association representative if requested, and the ~~SEEC-ECSE~~ administrator will occur. Consideration will be given to ~~aide-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-Impaired~~ (VIH), Physically Handicapped (PH), Medically Physically Challenged (MPC) 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: IMPACT OF SPECIAL EDUCATION POPULATIONS ON SUPPORTING STUDENTS WITH IEPs IN THE GENERAL EDUCATION CLASSROOMS

29.7.1. ~~It is the intent of the District to~~ will notify the affected unit member(s) prior to assigning students with ~~special-needs~~ IEPs 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 with IEPs in general education classrooms and recognize the impact on the workload of classroom teachers. The principal should 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 in a general education classroom exceeds 20% of the overall class size, the site administration will meet with the general education teacher, within ten (10) workdays of the request for such a meeting, to develop a class support plan. Such supports may include, but not be limited to, smaller class size, redistribution of site Special Education staff, additional prep time, and/or the elimination of non-teaching duties or obligations. When site resources are available, these supports must be provided.

29.7.3. The District ~~and the Association will work together to plan~~ shall provide, and the unit members shall have an opportunity to participate in, appropriate in-service learning opportunities for general education unit

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members assigned to work with ~~special education~~ students with IEPs. Training will be customized for teachers and other unit members based on the following factors: grade level and subject matter taught, service delivery models, and students' areas of disabilities. Appropriate release time shall be provided for the unit members who participate in the special education training referred to in this section. Training that takes place outside of the unit member's regular contract service (the basic 8-hour day and/or 40-hour week) shall be compensated at the workshop rate.

29.7.4 A thorough study of the Special Education Program, its delivery of services, and the utilization of special education staff shall be conducted by December 31, 2015. Study topics will include an assessment of student and staff supports needed, the utilization of Special Education staff, and the availability of a full continuum of services. The study will include input from a balance of stakeholder groups, including but not limited to special education teachers, related services staff, general education teachers, administrators, and parents. Any recommendations from the study shall be considered to improve overall Special Education service delivery, and recommendations within the scope of bargaining shall be referred to the Association and the District for future negotiations. The study shall be conducted by a mutually agreed-upon third party.

Section 29.8: ADEQUATE SPACE

It is important that all unit members who teach students with IEPs in a separate setting, other than in general education classrooms, such as in the Resource Specialist Program (RSP), either mild/moderate or moderate/severe, or in Integrated Life Skills (ILS), Deaf and Hard of Hearing (DHH), or Learning Handicapped (LH) day classes and/or related services staff have adequate and appropriate classroom space. The District is strongly encouraged to 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) without consultation with the Association below:

	Program	FTE's
29.9.1.	Adaptive Physical Education	32.5

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29.9.2.	Visually Impaired	11.5
29.9.3.	Physically Handicapped	8.0
29.9.4.	School Psychologists	65.0

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

FOR SDEA

Tim Hill
Tim Hill

Date: 3/9/15

R Reese
Ron Reese

Date: Mar 9, 2015

FOR THE DISTRICT

Mark Bresee
Mark Bresee

Date: 3/9/15

Jennifer Carbuccia
Jennifer Carbuccia

Date: 3/9/15

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