

**Tentative Agreement
Between
San Diego Unified School District
And
San Diego Education Association**

June 24, 2021

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

29.1.1.3. "Co-teaching", or having two teachers in the classroom, is used in the District to provide an inclusive setting for students with IEPs 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. When possible, schools sites shall provide additional preparation time to special education teachers who are assigned to co-teach.

29.1.1.4 "Case Manager" is defined as the employee assigned as the case manager in the District system to active and enrolled students who have a locked event.

29.1.2. Education Specialist: Mild/Moderate Teacher.

~~29.1.2.1. For the start of the 2019-2020 school year, the District shall allocate Education Specialist Mild/Moderate Case Managers at 20:1. "Case Manager" is defined as the employee assigned as the case manager in the District system to active and enrolled students who have a locked event.~~

~~29.1.2.1.1. For the 2019-2020 school year, when an Education Specialist Mild/Moderate teacher is the case manager for 21 or 22 students for more than ten (10) consecutive work days and the site has balanced students between the case managers, the teacher will receive a stipend of three hundred twenty four dollars (\$324) per month they are over caseload. This payment will continue unless and until the case manager's caseload is returned to twenty (20) or below.~~

~~29.1.2.1.2. For the 2019-2020 school year, when an Education Specialist Mild/Moderate teacher is the case manager for 23 or more students for more than ten (10) consecutive work days and the site has balanced students between case managers, the site will receive a proportional staffing allocation. Education Specialist Mild/Moderate teachers assigned for this purpose of reducing caseloads shall be subject to Article 29.1.2.6. limiting the number of sites assigned.~~

~~29.1.2.21. Effective June 30, 2020 at 11:59 p.m. to be implemented at the start of the 2020-2021 school year, a~~ An Education Specialist Mild/Moderate teacher shall serve as a case manager for no more than twenty (20) students. “Case Manager” is defined as the employee assigned as the case manager in the District system to active and enrolled students who have a locked event. When an Education Specialist Mild/Moderate teacher is the case manager for 21 or more students for more than ten (10) consecutive work days and the site has balanced students between the case managers, the site will receive a proportional staffing allocation. Education Specialist Mild/Moderate teachers assigned for this purpose of reducing caseloads shall be subject to Article 29.1.2.63. limiting the number of sites assigned.

~~29.1.2.3. In the event the District switches systems, the Parties shall meet at least fifteen (15) workdays prior to teacher training in order to discuss any necessary modifications to the terminology in this Section.~~

29.1.2.42. After a case manager has a full caseload pursuant to Section 29.1.2.1. and completes four initial and/or PPPSS assessments in that school year, the District shall either assign any additional initial and/or PPPSS assessments to a case manager at the site not at full caseload or to temporary staff. If all other case managers at the site are at full caseload and temporary staff is not provided within ten (10) workdays, the District will provide either release time or the option to be paid the non-classroom hourly rate, up to eight (8) hours, for each additional initial and/or PPPSS assessment, at the unit member's discretion.

~~29.1.2.5. Caseloads will be monitored on a regular basis consistent with general education class size monitoring to ensure compliance with the collective bargaining agreement. Additionally, individual teachers who are over caseload shall be able to report such overage.~~

29.1.2.63. Education Specialist Mild/Moderate teachers shall not be assigned to more than three (3) school sites at one time. This does not include teachers assigned to the Central Office.

29.1.2.74. For reduction of staff as defined in Article 12.7.3. and for recency of experience as defined in Article 12.7.3.1., all unit members who hold the job code of Resource Specialist and Education Specialist-Mild/Moderate will be considered the same.

29.1.2.5. Special educator caseloads that include both Mild/Moderate and Moderate/Severe students shall be reduced proportionally.

29.1.2.6. Class Size for Separate Setting Classes

29.1.2.6.1. Effective in the 2021-2022 school year, the District will maintain separate class instruction settings at twelve (12) students.

29.1.3. Education Specialist: Moderate/Severe Teacher.

29.1.3.1. Effective in the 2021-2022 school year, the District will maintain caseloads for Education Specialist: Moderate/Severe teachers at twelve (12). When an Education Specialist Moderate/Severe teacher is the case manager for more than twelve (12) students for more than ten (10) consecutive work days and the site’s overall allocation is insufficient to maintain all Education Specialist: Moderate/Severe caseloads at twelve (12) or below, the site will receive an additional staffing allocation.

29.1.3.2. Special educator caseloads that include both Mild/Moderate and Moderate/Severe students shall be reduced proportionally.

29.1.3.4. Other Special Education Caseloads.

29.1.4.1. The District ~~shall~~ **will attempt to** maintain caseloads or class sizes as set forth below:

~~29.1.3.1. Caseloads for Special Educators~~

~~29.1.3.1.1. Education Specialist: Moderate/Severe: 12~~

~~29.1.3.1.2. Deaf and Hard of Hearing (DHH/Deaf Education): 10~~

~~29.1.3.1.3. Speech Language Pathologists (SLP), Elementary and Secondary levels: 55 students with IEPs. At the Elementary level this caseload is inclusive of a maximum of five (5) speech improvement and five (5) RtI cases; however, students with IEPs will be given priority for services.~~

~~29.1.3.1.4. Speech and Language Pathologists (SLP), Early Childhood: 40 students with IEPs; this caseload is inclusive of a maximum of five (5) RtI cases; however, students with IEPs will be given priority for services.~~

~~29.1.3.1.5. Special educator caseloads that include both Mild/Moderate and Moderate/Severe students shall be reduced proportionally to reflect the above.~~

~~29.1.3.1.6. 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.~~

In an effort to ensure equity in SLP caseload, the District will present the itinerant assignments for the following year to the SLP program governance team for discussion and input prior to May 1st.

~~29.1.3.2. Class Size for Separate Setting Classes~~

~~The District will attempt to maintain separate class instruction settings at twelve (12) students.~~

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

~~29.1.3.4. As part of the District's attempt to maintain, when requested by a unit member, the site administrator will meet with the unit member to develop and implement supports.~~

29.1.5. Caseload Monitoring

29.1.5.1. In the event the District switches IEP management systems, the Parties shall meet at least fifteen (15) workdays prior to teacher training in order to discuss any necessary modifications to the terminology in Section 29.1.1.4.

29.1.5.2. Caseloads will be monitored on a regular basis, consistent with general education class size monitoring, to ensure compliance with the collective bargaining agreement. Additionally, individual educators who are over caseload shall be able to report such overage.

29.1.46. Equitable Distribution of Workload

29.1.46.1. 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.

29.1.46.2. 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 29.1.47.

29.1.46.3. 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 L 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.

29.1.46.4. 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 29.1.36.3. above, then the concern may be presented for resolution to the Joint Special Education Committee.

29.1.57. 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.

- 29.1.57.1. 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.
- 29.1.57.2. Assessments and Reassessments – Includes initial assessments, interim assessments, three year reviews, and other special education assessments as needed.
- 29.1.57.3. 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.
- 29.1.57.4. Preparation Time – Includes time within the instructional day to prepare instruction.
- 29.1.57.5. Directing the Work of Paraprofessionals – Includes directing work, training and planning for one to one aides, and other paraprofessionals.
- 29.1.57.6. Other Special Education Assignments – Includes lunch or recess supervision of special education students, special education bus duty and RTI duties.

29.1.68. 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.

29.1.79. 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: JOINT SPECIAL EDUCATION COMMITTEE

A Joint Special Education Committee comprised of four (4) individuals appointed by the Association and four (4) individuals appointed by the District shall meet to consult on and discuss Special Education issues.

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 the Association.

Section 29.3: WORKLOAD PROBLEM RESOLUTION

Unit members are encouraged to seek resolution to workload concerns with their immediate supervisor as a first step. If it is determined by the Committee in Section 29.2. that concerns exist relative to programmatic workloads as described in this Article, the Committee shall explore all possible solutions.

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Section 29.4: EARLY CHILDHOOD SPECIAL EDUCATION PROGRAM (ECSE)

Teachers in the Early Childhood Special Education Program will be assigned no more than sixteen (16) total students with disabilities combined in both morning and afternoon sessions. Each time a new student above the sixteen (16) student limit 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 Impaired (VI), 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 Joint Special Education 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 THE GENERAL EDUCATION CLASSROOMS

- 29.7.1. The District will notify the affected unit member(s) prior to assigning students with 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 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. The class support plan shall be developed and implemented. Some examples of support 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.
- 29.7.3. The District shall provide, and the unit members shall have an opportunity to participate in appropriate in-service learning opportunities for general education unit members assigned to work with 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. The District shall propose job descriptions for all certificated Special Education unit member positions. However, no later than thirty (30) work days after the Board approval of this Agreement, the District shall propose job descriptions for the Education Specialist and Resource Specialist positions.

29.7.5. No later than thirty (30) work days from Board approval of this Agreement, the parties shall convene a committee comprised of five (5) members appointed by the District, five (5) Special Education Educators appointed by the Association, and five (5) members of the Special Education Community Advisory Committee parents selected by the Special Education Community Advisory Committee to review and discuss appropriate supports for students with disabilities in the Least Restrictive Environments. This shall include, but not be limited to, an operational description of the change of placement process and discussion about the continuum of service options. The committee shall make a report to the Superintendent no later than one (1) year from the Board approval of this Agreement.

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 the Resource Specialist Program (RSP), either mild/moderate or moderate/severe, Deaf and Hard of Hearing (DHH), and/or related services staff 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) below:

	<u>Program</u>	<u>FTE's</u>
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 95.0

The District shall add 12.0 FTE School Psychologist positions for the 2021-2022 school year, for a total of 135.8 FTE, in accordance with grievance settlement G-FY19-027.

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During the 2021-2022 school year, the Parties shall convene a committee to make recommendations on an allocation formula and staffing ratios for School Psychologists that are research based and best serve student needs. The committee shall present recommendations to the Parties' bargaining teams to be utilized in the Parties' next round of successor bargaining which shall commence no later than February 1, 2022, unless the Parties mutually agree on an alternative date.

FOR THE DISTRICT:

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