

Special Education in Turmoil

*A Guide to Negotiating
Solutions to Common Problems*

A report from the EC/TK-12 Council
Special Education Retreat
February 28–March 1, 2019

California Federation
of Teachers 
AFT, AFL-CIO
A Union of Professionals

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Approaches to Special Education programs often seem to change annually, and vary widely between districts. A statewide task force produced a report in 2015 titled “One System: Reforming Education to Serve ALL Students” that generally promotes a full inclusion model for students with disabilities, and a long list of major reforms and redesigns to school funding and special education requirements. The conclusion of that report states in part that:

“The way forward will not be easy, nor will the implementation be quick. The state’s system of education is large and complicated....

...we know that, if we follow through with a strong commitment to each of these things and if we have adequate resources at all levels, we have the opportunity to create our own brand of educational excellence in California.”

As sound as many of the report’s recommendations may be, the state of California has not followed through with a commitment to implement or fund most of the actions recommended. Absent either follow-through or adequate funding, school districts choose to address special education services in different ways. There is no state legislative mandate or working model for Districts to implement beyond the federal IDEA requirements. What appears to drive the constant changes in special education programs is fear of lawsuits by litigious parents or outside organizations. This is a poor way to make sound policy. It is purely reactive, lacks a working model or adequate funding, and risks poor outcomes for both special education and general education students.

The Early Childhood/TK-12 Council convened a retreat on February 28–March 1, 2019, to explore the many concerns raised by our members about Special Education programs across the state. The first day focused on understanding the common problems faced across many school districts, and exploring the impact of these problems on SPED teachers, GE teachers, classified staff, and students. The second day explored solutions to these problems, including solutions negotiated through contract language. Participants also explored the larger cause of these problems, and began to consider solutions to tackle these problems at scale.

The Council hopes that this report advances the discussion within and between all of our TK-12 Local Unions. We provide some useful guidance in the form of contract language that can (and has been) negotiated in union contracts to address some common problems. To the degree that problems demand statewide or national solutions, this report also establishes some common ground to unite our Locals behind the best possible solutions — whether pedagogical or financial.

Common Problems

Many of the problems on the following pages result from underfunding of education broadly, and most significantly from the lack of funding for IDEA mandates. Those problems with a significant funding component are identified with a (\$). Adequate funding can solve many, but not all, of the problems identified during the retreat. It would also be extremely helpful to have “best practice” models for full-inclusion districts and successful co-teaching practices.

All of the participants cited understaffing and lack of resources as a huge problem. It is becoming hard to recruit Special Education teachers and Instructional Aides, and many districts have persistent unfilled vacancies that exacerbate the problems below. At the same time, our sense is that recruitment and retention of SPED teachers and aides suffers in part because the work is so difficult and unmanageable. If education were fully funded, and the problems below were addressed, these positions would likely be more attractive and easier to fill.

One immediate solution to the chronic understaffing that all participants supported is the improvement of salaries and working conditions for Instructional Aides (IAs). It was often expressed that a full complement of IAs would alleviate (although not solve) many of the problems identified below. Increasing the number of full-time IA positions with benefits was seen by participants to be one of the best short-term solutions to mitigate long-term problems.

Many SPED teachers also expressed concern about divisions among faculty and staff in regard to students with special needs. In terms of solutions that require negotiations, this needs to be addressed to make sure that SPED demands are understood and supported by all union members. The chart below was constructed to assist Local Unions considering campaigns that prioritize demands around Special Education issues. For each problem, we discussed the impact felt by SPED teachers, GE teachers and classified staff, and students (and their families). These promote thinking broadly about the impact of these demands, allowing Local leaders to build greater unity among their members and fostering public support for improvements.

PART 1 – How Common SPED Problems Impact Teachers and Students

Problem	Impact on SPED teachers	Impact on GE teachers/staff	Impact on students
High caseloads for specialists and shortage of aides (\$)	<ul style="list-style-type: none"> • Little time with students • Poor individualization of support • Scheduling conflicts • Case manager may not work with students on caseload 	<ul style="list-style-type: none"> • No classroom support for SPED students undermine learning for all students • Increased referrals out of class • Poor morale and burnout 	<ul style="list-style-type: none"> • Feel teachers/staff don't have the time for them, or don't care • Feel IEP goals impossible to achieve; students don't learn • Teachers unresponsive to student and parent concerns
Large class sizes (\$)	<ul style="list-style-type: none"> • Adversely impacts both teaching and learning 	<ul style="list-style-type: none"> • SPED students often not on roster, creating larger classes and workloads • Worry that lower test scores of SPED students will reflect poorly on teacher • Lack of equity in distribution of SPED students creates division among faculty (and unmanageable workloads for some) 	<ul style="list-style-type: none"> • Curriculum not accessible or appropriate • More likely to be bullied and teased by other students • Teachers can become frustrated with students struggling to learn
Lack of time for non-teaching duties (IEPs, meetings, and paperwork) (\$)	<ul style="list-style-type: none"> • Forces trade-off between time with students and non-teaching duties • Leads to burnout 	<ul style="list-style-type: none"> • Not always included in scheduling IEP meetings, often held after school without compensation • Subs often not available to release teachers for IEPs during the day 	<ul style="list-style-type: none"> • Often have subs • Teachers always doing paperwork • Individual plans not always fully differentiated
Insufficient PD/training for GE teachers (\$)	<ul style="list-style-type: none"> • Creates division between teachers • Students often sent out of class to SPED teacher • Don't/can't attend IEP meetings • Increases likelihood of lawsuits and 'parent fires' 	<ul style="list-style-type: none"> • Without support and training, teachers cannot identify, accommodate, and differentiate practices for students. 	<ul style="list-style-type: none"> • Curriculum not accessible or appropriate • Teachers can become frustrated with students struggling to learn • More likely to be referred out of class
Insufficient PD/training for co-teaching practices	<ul style="list-style-type: none"> • Poorly implemented, co-teaching creates conflicts between teachers and undermines collaboration 	<ul style="list-style-type: none"> • Poorly implemented, co-teaching creates conflicts between teachers and undermines collaboration 	<ul style="list-style-type: none"> • Student learning does not improve, or may actually suffer

PART 2 – How Common SPED Problems Impact Teachers and Students

Problem	Impact on SPED teachers	Impact on GE teachers/staff	Impact on students
Poor implementation of co-teaching practices	<ul style="list-style-type: none"> Experienced as “top-down” and forced on teachers, rather than a collaborative team approach. 	<ul style="list-style-type: none"> Experienced as “top-down” and forced on teachers, rather than a collaborative team approach. 	<ul style="list-style-type: none"> Student learning does not improve, or may actually suffer
Travelling teachers have no classrooms	<ul style="list-style-type: none"> Lack of structure and space adversely impacts teaching and learning No space for materials, supplies, or private meetings 		<ul style="list-style-type: none"> Lack of structure and space adversely impacts teaching and learning No space for materials, supplies, or private meetings
Increase in student population with mental health issues	<ul style="list-style-type: none"> No staff or resources to handle growing caseloads; worsens all other problems 	<ul style="list-style-type: none"> Teachers spend significant time and energy managing increasing disruptions Often cannot balance individual 	<ul style="list-style-type: none"> Students experience increasing number and variety of disruptions in class
District funding drained by expensive private/county SPED schools (\$)	<ul style="list-style-type: none"> Drains resources badly needed to meet current needs 	<ul style="list-style-type: none"> Drains resources badly needed to meet current needs 	<ul style="list-style-type: none"> A few students get needs met at the expense of all other students
Over-identifying students with learning disabilities	<ul style="list-style-type: none"> Places undue burden on SPED teachers to address mental health or socio-emotional problems not related to learning disabilities 	<ul style="list-style-type: none"> Teachers are overwhelmed with increasing number and variety of problems and lack training/tools to address in class 	<ul style="list-style-type: none"> Students are referred to specialists for a wide variety of learning disabilities and socio-emotional problems Students may not get correct diagnosis and appropriate supports
Poor integration of MTSS, RTI and PBIS practices	<ul style="list-style-type: none"> Creates confusion, increases workload, lowers morale, and produces poor outcomes 	<ul style="list-style-type: none"> Creates confusion, increases workload, lowers morale, and produces poor outcomes 	<ul style="list-style-type: none"> Students do not actually get the support these practices are designed to provide
RSP and SDC teachers expected to teach subject matter at CCSS level	<ul style="list-style-type: none"> Most SPED teachers not credentialed in subject matters Creates huge stress and unfair expectations Lowers morale and generates poor outcomes 		<ul style="list-style-type: none"> Students unsure their teachers really know curriculum Do not learn material from a subject matter expert

Sharing Best Practices Among Local Unions – *Contract Language*

Many Local Unions have negotiated contract language to address the problems above. Even without adequate funding or good models, our Locals have done a lot of great work to improve teaching and learning conditions for members and students. Below we share some of the best contract language negotiated by our Locals to address some of the problems above. All relevant contract language is included as appendices to this report, and are worth reviewing for other useful ideas. We recommend in particular the language negotiated specifically around Special Education by the ABC Federation of Teachers (Appendix A, Article XXIV), Berkeley Federation of Teachers (Appendix B, Article 13), Poway Federation of Teachers (Appendix I, MOUs) and United Educators of San Francisco (Appendix J, Article 29). These all demonstrate different approaches to solve the problems described above through collective bargaining, and much insight can be gleaned from each approach.

High caseloads

Several local unions have negotiated caseload caps for special education teachers under a variety of circumstances, including:

- ABC Federation of Teachers (Appendix A, Article IX.B)
- Berkeley Federation of Teachers (Appendix B, Article 13)
- Lompoc Federation of Teachers (Appendix E, Article X)
- Poway Federation of Teachers (Appendix H, MOU)
- United Educators of San Francisco (Appendix J, Article 9 & 29)

At least one local union has negotiated paraprofessional (IA) hours necessary to support special education. Other local unions have instituted similar practices, although the language may not be included in current bargaining agreements (Berkeley and UESF).

- ABC Federation of Teachers (Appendix A, Article IX.C)

Lompoc has also negotiated additional compensation for caseload overages.

- Lompoc Federation of Teachers (Appendix E, Article X)

Class sizes

Two locals have negotiated model class size limitations for restricted environments (more than 50% per day):

- Berkeley Federation of Teachers (Appendix B, Article 13)
- United Educators of San Francisco (Appendix J, Article 9)

For unrestricted environments (mainstreamed students), the Salinas Valley Federation has negotiated the best language limiting class size:

- Salinas Valley Federation of Teachers (Appendix I, Article VI)

Additional notes: Participants recommend having a full-time Educational Specialist with planning time to facilitate co-teaching practices, an Educational Specialist or Paraprofessional with planning time for facilitating “push-in” practices, and Paraprofessional support for Physical Education programs.

Addressing the increase in non-teaching duties for SPED teachers

Participants recommend the following model contract language developed at the retreat:

“Prior to the beginning of the school year, each special education teacher shall be given up to three (3) full paid days to review incoming IEPs, review special education students’ master schedule for appropriateness, review testing schedules and/or other special education compliance issues as necessary.”

Paso Robles provides dedicated SPED substitutes to assist as needed during IEPs or testing.

- Paso Robles Public Educators (Appendix G, MOU)

In Los Angeles, teachers may also be released for additional time to prepare required assessments, reportedly up to one day per semester.

- United Teachers of Los Angeles (Appendix K, Article IX)

Local unions have negotiated a variety of ways to compensate teachers for additional required non-teaching duties, including stipends (El Rancho and Paso Robles), in-service credit and sick leave (Berkeley).

- Berkeley Federation of Teachers (Appendix B, Article 14)
- El Rancho Federation of Teachers (Appendix C, Article XIV)
- Paso Robles Public Educators (Appendix G, MOU)

Training and professional development

Several unions have negotiated good language which provides training and professional development. A few have negotiated extensive language that specifically addresses issues related to special education, co-teaching, and inclusion practices. Some unions have instead negotiated generous provisions for general training and development, which have subsequently been used for the same purpose (although not specified as such in their contracts). Paso Robles has secured the most generous amount of PD and training time, at six paid days and weekly collaboration time that is extensively described in their agreement. Poway has negotiated language providing very specific training opportunities responsive to special education programs. Other good examples of professional development language are provided below as well.

- ABC Federation of Teachers (Appendix A, Article XXIV)
- Greater Santa Cruz Federation of Teachers (Appendix D, Article IX & appendix A)
- Newport-Mesa Federation of Teachers (Appendix F, Article 3)
- Paso Robles Public Educators (Appendix G, MOU)
- Poway Federation of Teachers (Appendix H, MOU)

Note: UTLA participants spoke about informational meetings to explain IEPs and SPED programs, open to all parents and teachers, which were very helpful in sharing uniform information about SPED support. Districts may also be able to procure additional funding from CCEA if designated as needing differentiated or technical assistance.

Note on co-teaching: There exist good resources for best practices, including the CA Dept. of Education and Marilyn Friend. Participants who have successfully implemented co-teaching emphasize that

successful co-teaching requires more collaboration time, prep periods aligned between co-teachers, training for both the SPED and GE teacher, and a functional relationship between co-teachers.

Travelling/itinerant teachers

Two local unions have good language ensuring that itinerant/travelling teachers are provided dedicated space to work with students.

- ABC Federation of Teachers (Appendix A, Article IX.C)
- United Teachers of Los Angeles (Appendix K, new 2019 language)

Sharing Best Practices Among Local Unions – *Not Negotiated in Contracts*

Losing students to private/county schools

- Newport-Mesa USD hires a LCSW specifically to better serve these students, and the union recommends hiring a dedicated teacher for these students.

Over-identifying SPED students

- The Greater Santa Cruz Federation reports that a consultant was brought in to provide useful training on early and alternate interventions for students, starting with the 504 process instead of IEPs.
- The Salinas Valley Federation worked to clean up the SST process to minimize over-identification of SPED students.

Poorly integrated and implemented MTSS, RTI and PBIS models

- Effective integration of these models requires good collaboration between district and faculty/staff, reasonable caseload limits and adequate staffing to provide the needed behavioral supports for all students.
- Joint Special Education committees with standing meetings are often helpful to identify problems (with planning and implementation) and find solutions.

RSP/SDC teachers expected to be subject matter experts

- This is best addressed when successful full inclusion models have been implemented.
- It is inappropriate for RSP/SDC teachers to be content expert in co-teaching models, where they provide classroom support for a subject matter expert.

Next Steps

The most important problems that need to be addressed require funding. More revenue allows hiring the staff required to provide specialized support and to lower current class sizes and caseloads, without which few of these problems can be solved. But increased revenue alone doesn't automatically fix these problems. Absent state mandates with attached funding, Local Unions will still negotiate with their Districts to make sure that increased revenue is spent where it's most needed. That requires building broad support among our members for these priorities, and balancing them against the need for salary increases, maintenance of benefits, and other important programs and expenses.

Local Unions would be well-advised to start those discussions now. Retreat participants in Locals with standing Special Education committees uniformly reported better communication and implementation of programs as a result, and creating such a committee (whether union-only or jointly with the District) is easy and cost-free.

AFT has announced the "Fund Our Future" campaign which includes demanding full funding of the IDEA requirements. Participants are strongly supportive of this demand, but realization seems unlikely with the current administration.

CFT is supporting the Schools and Communities First initiative on the November 2020 ballot, which would generate \$5-\$7 billion in new revenue for schools. Legislators are also beginning to propose new revenue measures that close corporate tax loopholes or raise marginal tax rates on the wealthiest Californians. It will be critical for Local Unions to actively support these measures while highlighting the impacts of chronic underfunding to generate public support for additional revenue. Local campaigns that prioritize and highlight Special Education can be an important contribution in support of revenue initiatives.

More work will need to be done on the state level to develop successful models for Special Education, including full inclusion and co-teaching. These models must be practical and matched to the funding available at present. CFT will continue our work to address these problems through the EC/TK-12 Division Council, CFT's Special Education Committee, and our legislative team.

Appendix A: ABC Federation of Teachers

ARTICLE IX: CLASS SIZE/CASE LOAD

B. Class Maximums

1. Class size for transitional kindergarten shall be a maximum of 28. Class size for kindergarten through grade 3 shall be a maximum of 30. Class size for grade 4-6 shall be a maximum of 32. This is by class and by school site.
 - a. If any transitional kindergarten class reaches enrollment of 25 students, a temporary paraeducator will be placed in the classroom for 3 hours a day, until enrollment is reduced to 24 or less.

2. Teacher-student enrollment at the secondary level which exceed the established ratio for grades 7-12 shall not exceed the following maximum enrollment sizes:

	TOTAL MAXIMUM	INDIVIDUAL CLASS MAXIMUM
Remedial Reading	125	
English	165	33
Social Science, International Language, Math and Science	175	35
Regular Physical Education (5 periods)	250	50

- a. The above maximum for regular physical education classes shall exclude all students in athletic physical education classes taken for credit.
 - b. Total enrollment maximums for each subject for those unit members teaching fewer than five (5) sections shall be proportional amounts of the total maximum enrollments listed above.
3. The ratio to determine grades 7-8 bilingual class size will be 1:29 but not exceed 30 maximum enrollment for grades K-8.
 - a. When a bilingual class exceeds 30 students, the teacher and/or principal has the option of immediately obtaining a substitute to assist the bilingual teacher.
 - b. When a bilingual combination class becomes necessary, every attempt will be made to ensure the lowest enrollment in those affected grade levels. The affected unit member(s) will be directly involved in the selection and/or placement of students in such classes.
 - c. All identified LEP/SDC students will count as 2.0 students in determining class size in all bilingual TK-8 classes.
4. The number of students assigned to any one class shall not exceed the number of student workstations that can be safely utilized for quality instruction as mutually determined by the unit member and site administrator.

5. Special Education maximum caseload shall be as follows:

	MAXIMUM
	(TK-1) = 12
	(K-3) = 12
Teachers' Mild/Moderate Special Day Class (M/M SDC)	(4-6) = 16
	(7-12) = 18
Moderate/Severe Special Day Class (M/S SDC).	(AGES 3-21)= 12
Resource Specialist Program (RSP)	(K-12) = 28
(maximum 2 sites)	
Adapted Physical Education (APE)	(65)
Speech and Language.	55
(Students requiring 25-60 minutes of service shall be counted as the equivalent of one (1) regular student. For each additional 25-30 minutes of service, they shall be counted as one-half (.5) student on the Speech and Language caseload.)	
Visually Handicapped and Deaf and Hard of Hearing.	18
Early Intervention Program (EIP)	11

6. Each class roll shall be reduced to its appropriate maximum by October 1.

7. Nurses' Maximum Caseload: There may be two (2) school assignments for nurses with a comprehensive senior high school. There may be three (3) school assignments for all other nurses.

- a. There will be no reduction in nurse positions unless there are extenuating circumstances such as a reduction in enrollment, reduction in funding, or some other substantial reason. Before a reduction occurs, the nursing staff will be involved in determining what is necessary to meet the health and safety needs of students.
- b. The nursing staff will meet with the Director of Pupil Support Services and the Head of Health Services' nurse to determine staffing for the upcoming school year, per contract case load. There will be no reduction in nurse positions except for declining enrollment or loss in funding. Before such a reduction occurs, the nursing staff will be meaningfully involved in determining what is necessary to meet the health and safety needs of students.

8. Adapted Physical Education Caseload: Full-time Adapted Physical Education Specialists will be assigned to a maximum of four (4) scheduled sites per person per day with a proportional number of sites per week for part time Adapted Physical Education Specialists.

C. Special Considerations

- 1. Substitutes may be used for IEP reevaluations.
- 2. Each special day class teacher shall be provided with at least six (6) hours of aide time. Each special education resource specialist shall be provided with at least three (3) hours of aide time.
- 3. The District shall provide appropriate and adequate space for the exclusive use of traveling unit members during the time they are scheduled to work at each site. Unit members and site administrators shall mutually determine these room arrangements. Should the site administrator decide to vary this arrangement, s/he shall advise the unit member at least

48 hours in advance and provide equally adequate and appropriate space that is free of interruptions.

4. Resource Specialists and Secondary Special Day Teachers shall provide percent direct and 20 percent indirect services.

ARTICLE XXIV: MISCELLANEOUS

I. Full Inclusion Guidelines

1. At the IEP meeting where change of placement is determined, a general education teacher, principal and/or program supervisor, special education teacher, critical related service provider(s), parent and any other appropriate personnel shall be present.
2. If the IEP team makes the placement decision for full inclusion, then the following shall occur
 - a. When and if any of the following are deemed necessary by the team, a plan will be developed regarding:
 1. Evacuation and communication in an emergency.
 2. Special medical procedures required such as tube feeding, etc.
 3. Extremely disruptive or injurious behaviors to self or others.
 - b. All relevant staff, including related service providers, general education teacher(s) and the site administrator shall receive training on "inclusion," as well as specific information on the needs of the student involved (relative to his/her particular disability). This information will be provided prior to placement except in circumstances where immediate placement is required. Information will include the roles, and responsibilities of each team member, and how the IEP will be/is being implemented.
 - c. There shall be a case carrier assigned to each student.
 - d. The student's planning team, i.e. the parent(s), general education teachers(s), special education teacher and any other relevant staff, e.g., related service provider(s) and/or any instructional assistant, shall have the opportunity to conference prior to placement, as needed.
 - e. After 3 weeks (or another mutually agreed upon time) following placement, the student's progress shall be discussed in a planning meeting(s).
 - f. The general education students in the receiving class shall receive information about inclusion and ability awareness, in the manner determined by the individual student's planning team as appropriate.
 - g. Responsibility for adaptations is shared between team members.
 - h. A transition plan shall be developed for a student placed in full inclusions as they move up through grades with their chronological-age peers.

3. Procedures

- a. Receiving teachers will have the opportunity to attend training related to providing services to the student placed in full inclusion.
- b. The District will solicit volunteers from school sites to form a pool of teachers trained to work with a student placed in full inclusion.

- c. When placing a student in full inclusion, volunteers will be solicited from the pool of staff whenever possible. If a placement with a teacher in the inclusion pool is not possible, volunteers from the school site staff will be solicited prior to assigning the student to a teacher. The principal shall make every effort to rotate equitably the placement of inclusion students.
- d. The IEP team, including receiving teacher, the District, and the principal shall mutually determine if extra assistance is required by the receiving teacher for the school year.
- e. The receiving teacher will not be required to perform any duties that are not normally performed by a general education teacher.
- f. The receiving teacher will make every effort to attend meetings regarding the student placed in full inclusion. An attempt will be made to schedule meetings at a time that is mutually convenient for the members of the team.
- g. A student placed in full inclusion will not be placed in combo classes unless agreed to by the receiving teacher.
- h. Students placed in full inclusion who are disruptive follow the same rules and process as other students or as specifically modified in the IEP.

Appendix B: Berkeley Federation of Teachers

ARTICLE 13. CLASS SIZE

13.3.6 Special education students will be counted for general education staffing when the special education student is assigned to general education classes fifty percent (50%) or more of the student's schedule.

13.4 State Pre-School and Early Childhood Education

13.4.1 The adult/pupil and/or teacher/pupil ratio in the State Pre-School and Early Childhood Education shall not exceed ratios established by the State.

13.4.2 District pre-school students with IEPs needing moderate to severe services entering kindergarten shall be distributed to ensure greater caseload equity for teachers with moderate/severe credentials and greater equity and diversity in District schools. As much as possible, but in keeping with this provision, students will be assigned to a school within their zone.

13.4.3 ECE Pre-school classrooms that have students with IEPs shall have no more than an average of three (3) such students not including students with speech-only IEPs. This average shall be based on all general education preschool classrooms that have at least one such student placement.

13.4.4 Preschool SDC/SH classes shall have no more than ten (10) students.

13.4.5 Preschool Integrated General Ed/Special Ed classes taught by a credentialed special education teacher shall have no more than fifteen (15) students, with no more than eight (8) of those students having IEPs. Students with Speech-Only IEPs shall be regarded as general education students for purposes of this section.

13.5 Special Education Students in General Education Classes

13.5.1 Continuing students with identified learning needs (English Learners, Special Education, etc.) shall be equitably distributed among the teachers of a grade level to the extent that this is feasible given the resources of the school site and the District.

13.5.2 Pursuant to State law, a general education teacher shall attend IEP meetings and participate in the development of the IEP. If IEP meetings are held during the general education teacher's instruction periods, classroom coverage shall be provided.

13.5.3 Within five (5) days of the assignment of a Special Education student, the classroom teacher of record shall be notified.

13.5.4 General education classroom teachers who have responsibility for the implementation of any portion of an Individualized Educational Program for a Special Education student shall receive a copy of this IEP.

13.5.5 Students with IEPs shall be distributed into general education classes in a way that produces balanced classes to the best of the site's ability. Any disagreements as to the number of students with IEPs included in a general education class shall be mediated by the appropriate site team (for example, Student Study Team, Case Management Team, Coordination, Services Team, etc.)

If the teacher feels the resolution of the issue of the number of students with IEPs is not satisfactory, the issue may be presented to a joint labor management team made up of two (2) BFT representatives and the site supervisor as well as a representative of the District Special

Education Department. The appeal shall be based on whether the number of students with IEPs compromises the heterogeneous integrity of the class.

13.6 Special Education Caseloads and Class Sizes

13.6.1 Resource Specialist Program

- 13.6.1.1 A traveling resource specialist shall be assigned no more than twenty-six (26) students.
- 13.6.1.2 The District shall provide the BFT with the actual number of cases being managed and to whom they have been assigned on demand no more than twice per school year.

13.6.2 Case Management

- 13.6.2.1 During the school year, every effort shall be made to utilize Article 11, Section 11.6.1 d. and e. in affording days necessary for case management, assessments, and report writing of the development of IEP's, considering the educational needs of the students on a special education teacher's caseload.
- 13.6.2.2 If release time cannot be utilized, special education teachers shall be provided one (1) in-service credit for movement on the salary schedule, or one (1) day of sick leave credit if the teacher is on Column VII of the salary schedule, for every fifteen (15) hours of service beyond the duty day for case management, assessments, report writing or the development of IEPs).

13.6.3 Speech-Language Pathology

The caseload maximum for Speech Language Pathologists shall be forty-eight (48) students. Speech Language Pathologists shall receive a credit of three (3) students toward their caseload limit if they provide supervision for a Speech Language Pathologist in a Clinical Fellowship Year (CFY), or supervision of Required Professional Experience for a Speech Language Pathologist candidate (working toward a California license). The site of the supervising Speech Language Pathologist must be at least part of the assignment of the Speech Language Pathologist in a Clinical Fellowship Year, or of the Speech Language Pathologist candidate completing the Required Professional Experience. Further, each Speech Language Pathologist can be required to provide early intervention/RTI services to up to seven (8) students with identified needs (but no IEP) above their caseload maximum.

- 13.6.4 Secondary Adaptive P.E. teachers shall be assigned to no more than three (3) sites.
- 13.6.5 Initial assessments for all K-12 students considered for special education services shall be the responsibility of the student's site. All subsequent assessments for students attending a District site shall be done by special education personnel at that site. Central office personnel, with support as needed from special education site personnel, shall do initial and subsequent academic assessments for students receiving instruction outside the District. On the rare occasions a teacher is assigned a non-District site assessment, no more than one (1) per two- (2) month period shall be assigned.
- 13.6.6 A team consisting of the equivalent of a .50 FTE Speech Language Pathologist, the equivalent of a .30 FTE Preschool Special Education Teacher, and the equivalent of a .40 FTE School Psychologist shall do initial assessments for pre-school children.
- 13.6.7 Pre-school teacher(s) of the Integrated General Education/Special Education classroom(s) shall do all of the required assessments for all of the students assigned to the class.
- 13.6.8 In any specialized elementary or middle school special education classes created by the District, class size will not exceed ten (10), except for the Counseling Enriched Program which shall be twelve (12) as long as there is contracted mental health organization support similar to the

contract in force at Cragmont, King Middle, Longfellow Middle and Berkeley High School as of the signing of this agreement.

13.7 Special Education Restructuring

13.7.1 School Ownership of Special Education Restructuring-A school's leadership team, including the principal, shall be responsible for managing the development of plans for restructuring site support services for students, including special education services. For the sole purposes of designing ULSS at each school, the Site Leadership Team shall include in their meetings at least one (1) member of the site special education certificated staff. The Site Leadership Team shall monitor the progress of the restructuring and ensure regular feedback and input from all the teachers, at a frequency determined by the site, in order to promote successful outcomes for students.

13.7.2 There shall be a limit of eight (8) students with severe disabilities as defined by the Education Code per special education FTE at the site. There shall be no other ULSS special education teacher caseload limits beyond that specified in the Education Code, except for special classes referenced in 13.6.8.

13.7.3 Effective for the term of this Agreement, the District will maintain the certificated special education staffing levels (defined as teachers with mild/moderate or moderate/severe credentials) at 2.0 FTE for each elementary school (except John Muir, which will have 1.5 FTE), 4.0 FTEs for each middle school, 15.0 FTE plus 1.0 FTE for Workability at Berkeley High School, and 1.0 FTE at B Tech. In addition to the guarantee of 4.0 FTE above for middle schools, King Middle School shall receive one extra teacher FTE for every two hundred fifty (250) students enrolled over the average of Longfellow and Willard enrollment. The qualifications, specialties and credentials of these additional teachers shall be at the discretion of the District based on the needs of the school. The District maintains the right to transfer individual employees between/to sites in accordance with Article 8 Transfer so that the staffing and credential requirements meet the needs of children. If, during the course of this agreement, a special education teacher voluntarily reduces his/her FTE, either temporarily or permanently, the District and the Union can mutually agree to not fill the reduced FTE. Absent said agreement, the partial FTE shall be filled.

13.7.3.1 For the 2009-2010 school year only, if a special education teacher voluntarily reduces his/her FTE, either temporarily or permanently, or if for any reason a special education vacancy occurs (regardless of FTE), the District shall, in consultation with the Union, determine whether to fill the reduced or vacant FTE.

13.7.3.2 In addition, for the 2009-2010 school year only, the District may determine to fill such vacancies with certificated employees (not necessarily special education teachers) whose credentials and authorizations permit them to deliver services provided through the ULSS program.

13.7.3.3 Such vacancies occurring after the 2009-2010 school year shall not be filled in this manner and sections 13.7.3.1 and 13.7.3.2 shall expire June 30, 2010, at which time section 13.7.3 only shall apply to filling vacancies.

13.7.3.4 Special Education Administration with the input of the Inclusive Education Advisory Panel shall write an overall Professional Development plan. The plan shall include: training and in-service for case managers as the District transitions to the ULSS; training for principals and other administrators in their role in supervision and evaluations; training in positive behavior support; and a recommendation that staff have opportunities to visit other restructuring schools, both inside and outside the District. The site leadership team shall take that plan and identify the site-specific PD needs,

solutions and funding as part of the site plan. The District/BFT Special Education Negotiations Committee shall review these plans and provide input.

- 13.7.3.5 The District/BFT Special Education Committee shall meet as needed to oversee the monitoring of ULSS programs, including looking at student outcomes.

ARTICLE 14. TEACHER COMPENSATION

- 14.9.3 Teachers who are required to attend IEP and Student Study Team (SST) meetings and Special Education teachers who do case management, assessments, report writing or develop IEP's beyond the duty day, shall be provided one (1) inservice credit for every fifteen (15) hours of service or one (1) day of sick leave credit if the teacher is on Column VII of the salary schedule or is an hourly Adult School teacher.

Appendix C: El Rancho Federation of Teachers

ARTICLE XIV – COMPENSATION

Section G - SPECIAL EDUCATION STIPENDS

1. Upon completion of 35% of the required units, each unit member teaching in a District designated Special Education program while completing credential coursework shall receive an annual stipend of 2% of base salary. Upon completion of 70% of the required units, the annual stipend shall be 4% of base salary.
2. Each fully-credentialed unit member teaching in a District-designated Special Education program shall receive an annual stipend of 5% of base salary.

Appendix D: Greater Santa Cruz Federation of Teachers

ARTICLE IX – SPECIAL EDUCATION TEACHERS

A special education teacher assigned to more than one (1) school shall choose one home site by mutual agreement with his/her supervisor, and required attendance at faculty meetings shall be limited to that site.

Necessary in-service shall be developed jointly by the special education teachers with the District special education administrator.

The District shall make reasonable efforts to implement the section of the State Special Education Report that states a need to expedite and reduce paper work for special education teachers.

Special Education Teachers shall be provided with adequate release time mutually agreed upon with their primary evaluator to complete required paper work and attend necessary conferences. Disagreements shall be referred to the Superintendent or his/her designee for resolution.

APPENDIX A – Comprehensive Elementary Sites - Restructured Wednesdays

1. Grade level meetings:

- will occur at each site on a consistent basis (3rd Wednesday, October- May) where all grade level teachers including certificated staff will participate on site.
- site administration can submit items for the agenda, may participate in the discussions, and will receive grade level meeting minutes upon request within a week on the meeting held.
- The District will make every effort to avoid scheduling other district meetings or trainings on this third Wednesday. Additionally, other site meetings are to not be scheduled during this time.

2. Professional Development and associated activities:

- as per calendar negotiations, PD will be district led and will occur on the agreed upon 8 Wednesdays.
- the second (2nd) Wednesday (October - May) will include faculty directed collaboration with full faculty participation on site(s). Professional collaborative activities should be based on but not limited to student demographics and site needs. Collaborative activities can be held within and/or across grade levels, cluster groups, etc.
- the remaining Wednesdays of the month could include faculty directed meetings of all grade levels and departments. When these aforementioned meetings are not scheduled, faculty shall use this time on site for classroom planning and preparation. The use of this time for professional development or other proposes wit! only take place with consensus of all staff. When consensus is achieved, site certificated staff

and site administration shall implement a process of shared leadership in creating agendas for grade level and department meetings that include but are not limited to instructional priorities.

3. Second Staff meeting

- A second staff meeting sixty (60) minutes will be scheduled on the third Wednesday of the month (October through May), except November will be scheduled on the fourth Wednesday, to provide additional time to collaborate, implement new initiatives, programs and systems, for professional development, school business, training, and use student data to inform instructions. The administrators in collaboration with school leadership teams will create the agenda, with final decision at the administrator's discretion. If the administrators deem it unnecessary to meet, the meeting will not be held.
4. Teachers will not be required to attend their library session with their classes, but will drop off and pick up students to the library.
 5. This language is valid while parcel taxes are in effect.

Appendix E: Lompoc Federation of Teachers

ARTICLE X – CLASS SIZE

10.1 The District shall meet a District-wide average utilizing the following pupil-teacher ratios subject to, but not limited to departmentalized instruction, special program funding requirements, high transiency rates, differentiated staffing, staff availability and qualifications, plan and classroom limitations, special pupil needs, innovations in methods and programs, special staff requests as submitted in writing and financial ability of the District. The District will negotiate with the Federation any District-wide changes in teacher-pupil ratios.

10.2 Following the tenets of LCFF, the following ratios will be used:

10.2.1 Elementary

Grade	Teacher Ratio	Cap	Extra Support
TK/K	20 to 1	22 to 1	75 minutes of daily extra support. At 23 students the teacher receives \$500 extra supply funds per every student above 22.
1-3	22 to 1	24 to 1	At 25 students the teacher receives \$500 extra supply funds per every student above 24.
4-6	30 to 1	33 to 1	At 34 students the teacher receives \$500 extra supply funds per every student above 33.

For each Special Education student that is mainstreamed in a non-Special Education classroom 50% (or more) of the instructional day that places a classroom above the negotiated pupil-teacher class size cap, that teacher will receive \$500 Extra Supply Fund monies.

10.3 SPECIAL EDUCATION TEACHER – RESOURCE (RSP)

The caseload of the resource teacher (special education RSP) shall not exceed 28 students.

Appendix F: Newport-Mesa Federation of Teachers

ARTICLE 3. Days and Hours of Employment

3.1 Days of Service

3.1.1 Teachers who provide classroom instruction shall provide one hundred and eighty-eight (188) days of service as follows:

3.1.1.1 One hundred eighty (180) days shall be for the instruction of students.

3.1.1.2 Two (2) days shall be reserved for preparation prior to arrival of students at the beginning of the school year, including up to 120 minutes for orientation meetings called by the school administrator. Mandatory meeting time shall not exceed the limit defined in 3.7.

3.1.1.3 Four (4) days shall be used for staff development.

3.1.1.4 Two (2) days shall be for the purpose of:

3.1.1.4.1 Parent-teacher conference days at the elementary schools. Administrators will not call mandatory meetings on a parent-teacher conference week.

3.1.1.4.2 Records, including grading of papers, finals, final exams, and submission of final grades at the secondary level. Administrators will not call mandatory meetings during finals week.

Appendix G: Paso Robles Public Educators

ARTICLE 13 – CLASS SIZE

- P. The Therapeutic Learning Center (TLC; Selpa Language) or moderate severe class shall contain no more than 14 students.
- Q. Special Education classes at 6-12 will have a class max of 21 students and overage per diem, per 6-8 and 9-12 maximums.
- R. The district will make reasonable effort to have equitable classes, balanced IEP needs, at each grade level classroom by the third week of the school year. The District shall have a 6-8 Opportunity Class by 1/28/2018 with clear written criteria developed with each teacher input through the discipline committee.
- S. Co-taught classes will have a maximum of 40% IEP students in class. Teachers will receive the overage per diem, per 6-8 and 9-12 maximums.

ADDITIONS FROM June 7, 2016 MOU

The Paso Robles Joint Unified School District and the Paso Robles Public Educators agree to memorialize the following Special Education Program modification to align with District Goals; this agreement does not relinquish any management retained rights as outlined in Article 5.

TSIM period will be terminated in 15/16 school year.

TOSA Function (support role for student success) The secondary special education teacher on special assignment will implement special education programs and supports thought coaching and running effective special education meetings. TOSA will monitor compliance in special education paperwork and files. Facilitate and coordinate with psychologists and program coordinator on staff development. Carry a caseload. Assess students, confirm IEPs, schedule substitute, communicate with administration, maintain the master calendar of IEPs, manifestation determinations for discipline and workability program. Job description will be created by Human Resources. Classroom or office for TOSA will be decided by site administrator.

Case Manager Requirement

The case manager will facilitate IEPs, send out invitations, contact other team members, family and outside agencies. Update progress reports, write transition plans, carry a caseload of 28 and all other duties assigned as a special education teacher for PRJUSD.

Substitute

A special education substitute will be provided for teachers to conduct IEPs, or other meetings as required by case management duties. TOSA will schedule and supervise the substitute. Substitute will be housed with TOSA. If substitute is not utilized by Sped Department then they can be scheduled for General Ed.

Scheduling

Master scheduling of classes will be done by site administration with input from special education teachers regarding LRE. Teachers will be assigned to Co/teaching, curriculum support and specialized classrooms as appropriate.

Curriculum

Core curriculum will be used for Co/teaching with appropriate supplemental curriculum as needed for diploma track students. Certificate of Achievement students will receive appropriate alternative core curriculum delivered in specialized settings. The adoption of curriculum will follow district and Board policy.

Communication

The TOSA is under the direction of the special education site administrator. Evaluation of this position and oversight of performance will be conducted by the site administrator with assistance from the special education director, lead psychologist and program coordinator.

Line of Communication

Case manager--Psychologist--Program Coordinator--Lead Psychologist--Administration (site and director). Director and Site Administration will have final authority at site.

Monthly IEP Planning

Each special education teacher will be provided a substitute one day per month to plan, schedule and/or train. This schedule will be developed by the TOSA for both the middle school and the high schools. Elementary Sped teachers will also be provided substitute one day per month to plan, schedule and/or train.

Middle School Coverage by TOSA

The TOSA will establish a schedule with the middle schools to provide assistance with initial WJ-4 testing, case consult and plan master IEP calendar. Flamson and Lewis will both be provided a special education substitute to use for IEPs and other related case management duties.

Stipends

Special education teachers will receive a stipend for duties related to managing and preparing IEPs that require additional hours beyond the 7.5 contracted work day in the amount of \$1500.

Caseloads

All special education teachers will be required to manage a caseload of 28 students if needed. TOSA will case manage 10-15 students as necessary.

Clerical

Site administration may assign additional clerical support, if it is determined by the program specialist, to assist the TOSA in Sped related clerical tasks.

MOU - Collaborative Planning Time: Use and Expectations

When teams of educators work closely together, they will achieve great results! Collaboration among teachers is the key to student success and must be made available for all K-12 staff. According to the latest research, weekly collaboration seems to be the best collaborative model. To make the most of this weekly endeavor, grade-level and/or subject matter teams (forming a unique professional learning community or PLC) should focus these planning sessions primarily on student learning results, providing effective interventions and the sharing of curriculum time lines and best instructional practices among its members. The following guidelines should assist staff members and administrators in implementing successful collaborative planning time at their respective sites.

Use of Collaborative Planning Time

All sites will provide a weekly planning time to be held each Wednesday as follows:

-K-5 Sites 1:45-2:45 p.m.

-6-8 Sites 2:05-3:10 p.m.

-9-12 Sites 2:00-3:15 p.m.

- "Nuts & Bolts" items (i.e. field trip planning, special events/activities planning, material purchases, etc.) can be addressed but should be kept to a minimum during these collaborative planning sessions in order to focus on student learning issues.
- Collaboration involving Site/District level directed topics, including but not limited to ASES, will be kept to one Wednesday per month (not to exceed one hour for K-5; or beyond the work day grades 6-12) in order to support the implementation of effective collaborative planning time at the site/district level.
- In a four week month, three Wednesdays will be teacher directed collaboration days used for course or grade level meetings.
- The weekly collaboration planning time will not be used for general staff meetings.

Expectations for Collaboration Planning Meeting Days

- Each staff member is expected to fully participate in weekly collaboration meetings which are directed by a PLC Agenda/Meeting Notes document and submitted to the principal.
- Grade-level and/or subject matter teams work together to meet the needs of their students by focusing on four major questions:
 1. What do we want our students to learn? (Essential standards, learning objectives set at all grade levels/courses, and pacing guides)
 2. How will we know they have learned it? (Use of formative and summative assessments; monitoring of District benchmark assessments results via Illuminate)
 3. How will we respond when learning does not take place? (The use of intervention strategies will be used to support student learning. The analysis of student data will be used to monitor student outcomes)
 4. How will we respond when learning has already occurred? (Differentiated instruction provided to support the highest levels of student achievement and engagement possible)
- Teachers will collaborate frequently and meaningfully to discuss common curriculum, timeline alignment and to share effective practices.
- Teachers plan as a team to ensure support to one another as they work to assure student success.
- The focus of collaborative planning is always about student learning... not just about the teaching.
- Each team serves as an integral part of assisting students to reach their academic goals.
- We are all responsible for creating a learning environment for staff and students where it is easier to succeed than it is to fail.
- FMS/LMS teachers may use technology (e.g. SKYPE; Facetime, Phone Conference, etc.) to collaborate on scheduled joint collaboration days.
- Elementary teachers will meet in cross site teams no more than once per trimester.

Appendix H: Poway Federation of Teachers

(MOU) Workload Improvement Plan for PUSD Elementary Level Resource Specialist Teachers (2018-19)

RATIONALE

The PUSD/PFT Interest Based Problem Solving Team mutually value all teacher professionals in PUSD, including the elementary level Resource Specialist Program (RSP) Teachers. Noting that we are having difficulty attracting and especially retaining elementary RSP Teachers as a district, the IBPS Team reviewed data regarding their current working conditions. Three years of monthly student caseload data for RSP Teachers, as well as a PFT survey, indicated a consistent growth trend over the course of each school year, as well as increased RSP caseloads and workload. This additional workload is likely due to the following: most IATs and IEPs are conducted before or after school, and RSP teachers provide significant site-wide support with social and behavioral issues. An analysis of this data prompted the IBPS Team to convene a group of stakeholders to study this problem in detail and make recommendations for potential solutions to be implemented beginning in the 2017-18 school year. The IBPS Team agreed on the following the initial steps in a multi-year effort to retain quality elementary level RSP Teachers in PUSD by improving their working conditions.

2018-19 COMMITMENT

1. **Effort to Reduce Caseload:** Maintain the additional RSP FTEs that were added in 2017-2018 (5.6 additional Resource Specialist Program FTEs), while taking current caseloads into account.
 - a. PUSD will consult with PFT on the distribution of the additional FTE.
2. **Trainings for RSP Teachers:** RSP Teachers can attend the following voluntary trainings and receive FLEX Time credit OR can be paid the teacher hourly rate as part of their 14 hours of X-Ploration Collaboration Time OR the trainings may be offered on a district professional growth day.
 - a. **IEP Facilitation Training:** A training will be developed and offered to RSP Teachers by PUSD Program Specialists.
 - i. Training goal - how to run an efficient and effective IEP in one hour or less.
 - ii. Timeline - By mid-October 2018.
 - b. **Outlook and Beyond Training (including Think Central and Benchmark Advance):** The Special Education Department will develop and offer this training to RSP teachers.
 - i. Training goal: Streamline scheduling process
 - ii. Access teacher resources and online tools
 - iii. Timeline- By mid-October 2018.
3. **Trainings for All Elementary Teachers**
 - a. **Behavior Support Training:** Learning Support Services and Attendance and Discipline will create a district-wide training and support plan for behavior strategies and interventions.
 - i. Training goal: Give teachers tools and support to effectively respond to student behaviors.
 - ii. Timeline: By January 1, 2019.

4. Itinerant RSP Teacher Caseload Support: Teachers who work a .2,.4,.6, or .8 contract at a site will:

- a. Carry a caseload and will be responsible for the full scope of RSP duties associated with these students, both direct student services and the IEP case management.
- b. The students on the caseload will be the students with a *minimal amount of services* whenever possible (one-two days per week, once per month, x times per year).
- c. Share assessment responsibilities for initials.
- d. Learning Support Services and PFT will meet with the RSP team at each site to define the role and responsibilities of the itinerant and support the assignment of students to caseloads, in a way that reduces the full time RSP teachers load and at the same time, doesn't overload the .2,.4,.6, or .8 RSP teacher.

5. Use of Time Banking Days for IEP Meetings: The parties agree that when possible, Time Banking Days may be used once per month to allow for the scheduling of some IEP Meetings during the RSP Teachers' work day.

6. Math Student Consumables

- a. One set Houghton Mifflin of consumables, "Homework and Remembering" Volumes I and II, and "Student Activity Book" Volumes I and II for all grade levels, K-5, will be provided to each site.

7. IAT Meetings: The Special Education Department and Learning Support Services, in conjunction with RSP and SLP Teachers, and Psychologists, will create a plan to modify the bridge between the RtI process and the special education identification process.

a. Goals:

- i. Clearly define and identify roles and responsibilities.
 1. RtI TOSA and or RtI PLL
 2. Eliminate redundancy of paperwork

COMMUNICATION PLAN

LSS and PFT will jointly communicate this agreement to RSP Teachers prior to the beginning of the 2018-19 school year.

COMMITMENTS FOR NEXT STEPS

The parties commit to and will jointly create a timeline to accomplish the following:

1. Revise the RSP Job Description
2. Create a student scheduling procedure for special education/general education students
3. Define "consult" for both SLP and RSP
4. Define the systemic practice for writing multi-disciplinary reports
5. Annually, work toward an SAI model which will further reduce RSP caseload sizes

TERM

This Agreement shall be revisited at the end of each school year to refine and revise the elements of the document. At any time, this Agreement may be modified with the mutual agreement of both parties.

MOU - RSP Caseload Expectations

FTE	RANGE	INCREASE WHEN CASELOAD REACHES
0.2	1-5	6
0.4	5-11	12
0.6	12-16	17
0.8	17-22	23
1.0	23-28	29
1.2	29-33	34
1.4	34-39	40
1.5	42MAX	43
1.6	40-45	46
1.8	46-51	52
2.0	52-56	57

RSP caseload: 0.2fte

- Carry a caseload up to 5 students
 - Students receiving services on consult/once a week/once a month
- Share assessment responsibilities for initials
- During school day: Cover gen ed IEP participation 1 day /month

RSP caseload: 0.4fte

- Carry a caseload up to 11 students
 - Students receiving services on consult/1-2 times a week/monthly
- Share assessment responsibilities for initials
- If possible, during school day: Cover gen ed IEP participation 1 day /month

RSP caseload: 0.6fte

- Carry a caseload up to 16 students
 - Students receiving services on consult/1-3 times a week/monthly
- Share assessment responsibilities for initials
- If possible, during school day: Cover gen ed IEP participation 1 day /month

RSP caseload: 0.8fte

- Carry a caseload up to 22 students
 - Students receiving services on consult/1-4 times a week/monthly
- Share assessment responsibilities for initials
- If possible, during school day: Cover gen ed IEP participation 1 day /month

RSP caseload: 1.0fte

- Carry a caseload up to 28 students
 - Students receiving services on consult/1-4 times a week/monthly
- Share assessment responsibilities for initials
- Hold IEPs on time bank day 1 day /month

Appendix I: Salinas Valley Federation of Teachers

ARTICLE VI – CLASS SIZE

- D. While it is recognized that all the factors indicated in paragraphs B. 1 through 4 above modify the final class size achieved in a specific subject area in a specific school, the following class size averages are suggested to be in effect for the beginning of the second week of each semester:
1. Drivers Ed. (with aide) 51 pupils.
 2. English Language Development (E.L.D.) 30 pupils (26 if the District chooses to use available categorical funds).
 3. General Academic 30.2 pupils.
 4. Graduation Requirement Classes (language arts and math for seniors who have not passed the CAHSEE) 19 pupils.
 5. Family Services and Consumer Studies 27.4 pupils.
 6. Industrial Technology 27.4 pupils.
 7. Lab Courses 27.4 pupils (in assigning students to Lab Courses consideration shall be given to the number of fully functioning stations).
 8. Mt. Toro 22 pupils.
 9. El Puente caseloads 35 pupils per unit member.
 10. Physical Education 42.8 pupils.
 - a. Not to exceed 48 pupils in any one class unless an aide or other appropriate support is provided.
 - b. Supported classes not to exceed 52 pupils.
 11. Language Arts Intensive 21 pupils. (The ratios in paragraphs E, F and G of this article shall not apply to Language Arts Intensive classes. However, sections with 48% or more students with disabilities shall be supported. No section of Language Arts Intensive shall have more than sixty-seven percent (67%) students with disabilities.
 12. Business Technology - not to exceed the number of functioning work stations in the classroom.
 13. Special Class General Academic 17 pupils, subject to the provisions in Article VI sections A through L.
 14. Education Specialist caseload 26 pupils.
 15. Moderate to severe - self contained grades 7-12 - caseload 15 pupils.
 16. Postsecondary Transitions - Mild to Moderate - caseload 22.
 17. Postsecondary Transitions - Moderate to Severe - caseload 16.

The District administration and school site administration shall be guided by these suggested averages when the class schedules are being developed and staffing calculated. Full reports on class size shall be given to the Federation at least three (3) times during the year: on the seventh (7th) day of instruction in the first semester, and on or about the tenth (10th) week of the first semester and on the seventh (7th) day of instruction in the second semester.

- E. The number of students with disabilities in a co-taught class, whose IEPs identify the subject the subject area of the class as a service area for the students, shall not exceed thirty-three percent (33%) of the total class roster. This limitation shall not apply to pupils receiving itinerant services only, such as speech, vision and hearing and orthopedic services.
- F. The number of students with disabilities in a class that follows the “push in” model, whose IEPs identify the subject area of the class as a service area for the students, shall not exceed twenty and one half percent (20.5%) of the total class roster. This limitation shall not apply to pupils receiving itinerant services only, such as speech, vision and hearing and orthopedic services.
- G. The number of students with disabilities in a class that receives no additional support from certificated personnel and whose IEPs identify the subject are of the class as a service area for the students, shall not exceed eleven percent (11%) of the total class roster. This limitation shall not apply to pupils receiving itinerant services only, such as speech, vision and hearing and orthopedic services.
- H. The number of students assigned to each teacher per period may vary widely depending upon the constraints of scheduling, the number of teaching stations available, the individual preferences of each teacher, and departmental decisions as to how students should be distributed within a department. The District will make reasonable efforts to adjust class size goals accordingly if the room is small or if the number of workstations is inadequate to meet the above demands. The total number of students assigned to each full-time teacher should be equitable.

Appendix J: United Educators of San Francisco

7. Days and Hours of Employment for TK-12 Teachers

7.2.8 Preparation time within the workday for classroom teachers

7.2.8.1.2 Middle Schools and High Schools shall be encouraged to provide consultation periods for Special Education teachers, equal in length to a teaching period, to be derived from increased site allocations and increased Central Office support for sites to attend to duties including but not limited to the following:

- 7.2.8.1.2.1 Student Instructional Needs (e.g., secure materials, communicate with parents/guardians, tutor and advise students).
- 7.2.8.1.2.2 File Maintenance (e.g., IEP, SEIS, meet and discuss IEP goals/objectives with general education teachers).
- 7.2.8.1.2.3 Scheduling and facilitating IEP meetings and ensuring paperwork is complete.
- 7.2.8.1.2.4 Assessment (e.g., prepare assessment plans, inform team members of due dates, ensure compliance with legal deadlines).
- 7.2.8.1.2.5 Support paraprofessionals/paraeducators (e.g., organize schedules, provide training, and provide appropriate access to the current IEPs and goals).
- 7.2.8.1.4 Teachers Who Co-Teach - Using resources made available by the Weighted Student Formula or non-general fund sources, high and middle school sites are encouraged to provide teachers in co-teaching assignments, including special education/general education co-teaching assignments, with concurrent preparation time to the extent feasible. Every good faith effort shall be made for co-teaching assignments, including special education/general education co-teaching assignments, to be by mutual agreement of the teachers and administrator(s) involved.

9. Class Size

9.5 Class size goals

9.5.7 Special Education Class Size Ranges - A Special Day Class exists when there are students who receive special education instruction greater than 50% of their school day.

- 9.5.7.1 Mild Moderate..... 8-12*
- 9.5.7.2 Moderate Severe..... 6-10*
- 9.5.7.3 Visually Impaired (VI)..... 6-10
- 9.5.7.4 Orthopedically Impaired (OI)..... 6-10
- 9.5.7.5 Deaf & Hard of Hearing..... 6-12
- 9.5.7.6 Pre-K..... 8-12 per session or 16 per day**
- 9.5.7.7 Resource Specialists (Caseload as permitted by State law)..... 28***
- 9.5.8 Related Service Provider Caseloads
- 9.5.8.1 Adaptive PE..... 45-55

9.5.8.2	Deaf & Hard of Hearing.....	20-30
9.5.8.3	Orientation and Mobility Instruction.....	10-15
9.5.8.4	Speech Pathologist.....	55
9.5.8.4.1	Pre-K Speech Pathologist.....	40
9.5.8.5	Visually Impaired.....	10-30
9.5.9	Court Schools class size.....	10
9.5.10	Community Day Schools class size.....	22
9.5.11	Psychologists shall serve a total school population at a ratio of 1:1000 students within SFUSD in TK through age 22. This ratio does not include students in private school, preschool, and ERMHS (Educationally Related Mental Health Services).	
9.5.12	Counselors 1:450	

*Note: In the instance of heterogeneous classes, class size ranges shall be determined on the basis of the most severe disability.

**Note: Two separate sessions are held within the seven hour workday with no more than twelve (12) students per session for a total of sixteen (16) students per day.

***Note: Part-time teachers' caseloads shall be pro-rated.

29. Special Education

29.1 It is the intent of the San Francisco Unified School District and the United Educators of San Francisco to continue working together to meet the diverse and unique needs of the District's students receiving special education services and to comply with Federal/State laws and regulations.

29.2 The District and the Union recognize the necessity of timeliness in addressing the essential learning needs and conditions of the students. Therefore, it is the intent of the Special Education Department and the United Educators of San Francisco to continue a joint advisory, planning and review process for the implementation of the full continuum of Special Education services, including but not limited to the following areas:

- Staffing and Workload
- Identification/Assessment Services
- Support Services, including behavioral and mental health
- Individual Education Program plans and Related Services
- Implementation of standards based instruction for students with disabilities
- Vocational Education
- English Language Learners: designated and integrated English language development
- Resource Specialist Program
- Special Classes
- Inclusive Practices
- Paraprofessionals/paraeducators
- Special Education Department Heads

- Enhanced Opportunities for articulation and cooperation between general education and Implementation of research-based programs such as SOAR (Success, Opportunity, Achievement, Resiliency)

29.3 Community Advisory Committee (CAC) — Regularly assigned teachers appointed to the Community Advisory Committee shall be provided released time to attend CAC meetings that may be held during the teacher's instructional time. If CAC meetings occur outside the 35 hour work week, the teacher shall be paid at the extended hourly rate.

29.4 Medical services — In addition to public health nurses, unit members who volunteer and are qualified or trained in accordance with California Education Code section 49423.5 shall be required to dispense, administer, or supervise the taking of medication by a student, or to perform medical procedure other than first aid. The District shall not require a unit member to receive training in dispensing, administering, or supervising the taking of medication, nor in specialized physical health care services. A qualified or trained unit member who volunteers to be designated to perform such services may withdraw from this role upon reasonable notice to the supervisor.

29.5 Laws, rules, and regulations — The District shall provide to the Union up-to-date versions of any and all laws, rules, regulations and District policies and procedures related to the implementation of Individuals with Disabilities in Education Improvement Act (IDEIA). All school sites shall have access to updated laws and regulations on the District website.

29.5.1 Special Education teachers and other service providers shall record services delivered on the special education information system.

29.6 Regularly assigned teachers and other related service providers who are members of an Individual Education Program (IEP) or Individualized Family Services Plan (IFSP) development or review team shall be provided released time to attend such meetings that may be held during the teachers' instructional time.

29.7 All special education and general education teachers have the right to:

29.7.1 refer a student in his/her class for possible assessment, thereby initiating the process to determine if the student is eligible for special education services, and receive timely acknowledgement of this referral;

29.7.2 receive notification of intended placement and access to a copy of the IEP/IFSP (as provided by Education Code) of a student receiving special education services as soon as it becomes available, including any information regarding related services, medical alerts, transportation needs, behavior or safety plan, and any other pertinent records, before the student is assigned to the teacher's classroom;

29.7.3 review the IEP/IFSP with any relevant specialists before the student is assigned to a teacher's classroom;

29.7.4 have access to regular consultation and support from special education staff in order to ensure implementation of the IEP/IFSP;

29.7.5 request the IEP/IFSP of a student assigned to his/her class be reviewed for possible modification; and

29.7.6 receive hours of employment consistent with Article 7, Days and Hours of Employment for TK-12 Teachers.

29.8. Inclusive Practices

- 29.8.1 The successful initiation and implementation of inclusive practices in the least restrictive environment require cooperation, planning, preparation, and training of special education and general education teachers and support staff. The District's Special Education Department in partnership with Curriculum and Instruction (C & I) and Student Families and Community Support Services (SFCSS) or its successor shall consult with the Union to develop the professional development necessary to ensure the students are offered the full continuum of services as determined by their IEPs/IFSPs in the least restrictive environment.
- 29.8.2 All school sites will strive to establish inclusive practices in support of students with IEPs/IFSPs in the least restrictive environment. Coordinated support efforts shall be the responsibility of the site administrator, the general and special education teacher(s), the paraprofessional(s)/paraeducator(s) assigned to support the classroom or individual student(s) and other pertinent team members as specified in each student's IEP/IFSP. The centralized special education staff shall be accessible for technical assistance upon request. Such assistance shall include, but not be limited to, advice, guidance, and relevant information to assure IEP compliance.
- 29.8.3 The parties recognize that the success of inclusive practices in meeting the needs of individual students receiving special education services within a general education setting incorporates such components as: advanced notice; consultation, as appropriate; time allotted for review of IEP/IFSP documents; consideration of classroom environment(s); necessary additional training; and provisions for appropriate support and services.
- 29.8.4 The implementation of inclusive practices shall not be utilized as a way to achieve a reduction in staff.
- 29.8.5 There shall be an Inclusion Support Team consisting of, but not limited, to the Education Specialist(s), the general education teacher, the paraprofessionals/paraeducators assigned to the classroom or individual student support as specified in the student's IEP/IFSP.
- 29.8.5.1 The Inclusion Support Team may seek input from parents or guardians, using the Quality Standards for Inclusive Schools in the Balanced Scorecard as a guide.

29.9 Resource Specialists Program

- 29.9.1 The Resource Specialists Program shall include the following according to California Education Code section 56362:
- 29.9.1.1 the assignment of one (1) paraprofessional/paraeducator;
- 29.9.1.2 not to be assigned to serve as resource specialists and to teach regular general education classes at the same time. Classes, which include students with and without IEPs, may be assigned, with the mutual agreement of the teacher and administration, based on appropriate subject-matter credentials and program need.
- 29.9.2 If an itinerant resource specialist position requires a change in the school assignment or additional schools assigned, the reassignment provision of Article 15, Staffing and Assignment, shall apply.
- 29.9.3 The District will monitor the caseloads for possible creation of a full-time equivalent resource specialist position at the school throughout the school year. A caseload of 18 will automatically

trigger monitoring. Review and monitoring shall include, but not limited to, past caseload histories, projected growth, and when, within the school year, the caseload changes.

29.9.4 Prior consideration shall be given to qualified current special education teachers when selecting resource specialists.

29.9.4.1 When two (2) or more current special education teachers have relatively equal qualifications, the provision of Section 15.8, Reassignment shall apply.

29.10 The District shall make every effort to recruit and provide substitutes for absent teachers and paraprofessionals/paraeducators.

29.11 **Special Education Committee** — In an effort to enhance communication and collaborative problem solving, the District and the Union shall continue the Special Education Committee of staff representing a cross-section of general education and special education programs and levels to meet with District representatives on a monthly basis. Agenda items shall be provided by both sides no later than three (3) days prior to the meeting.

29.11.1 Subjects brought to the Special Education Committee shall normally be of District-wide concern, or concerns of a site which, despite good-faith attempts by all parties involved, have not been resolved at the site level.

Special Education Contract References

It should be noted that references are made to special education teachers and the special education program throughout the contract. Of particular note are the following:

- A. A duty-free lunch period and preparation time as provided in Article 7, Days and Hours of Employment for TK-12 Teachers, and in Article 25, Early Education for Early Education Department Teachers.
- B. Transfer rights as provided in Article 15, Staffing and Assignment.
- C. Class size as provided in Article 9, Class Size.

Appendix K: United Teachers of Los Angeles

ARTICLE IX - HOURS, DUTIES, AND WORK YEAR

8.0 Additional Special Education Non-Classroom Time:

Resource Specialist Teachers and Special Day Class teachers have supervisory responsibility for each student's total instructional program throughout each school day. The aggregate or composite of the individual IEP's is the primary determinant of such teachers' daily schedules. Consistent with such responsibilities and IEP requirements, the District shall make a reasonable effort to provide an expanded period of time for the purposes of counseling, assisting regular program teachers and preparation/conference by:

- a. Integrating (mainstreaming) the students into regular classes and/or
- b. Arranging for team teaching or other flexible scheduling of students within the Special Education program at the site. Such additional time is not guaranteed, but if provided, is to be in addition to the preparation time specified in Sections 6.0 and 7.0 above. Administrators shall make a reasonable effort to schedule a number of shortened days to accommodate some of the IEP conferences which Special Education teachers attend.

NEW 2019 AGREEMENT – not yet inserted into CBA

Each itinerant bargaining unit member shall be assigned an appropriate workspace at school sites to meet the requirements of assignment including but not limited to a workstation, access to copiers, updated computers or a laptop, secure storage space and necessary assessment materials. If a concern arises over itinerant assigned space, the Chapter Chair and Principal shall meet to determine a recommendation to be brought to the LSLC for adoption. The District shall also provide an appeal process at the local district level to resolve any on-going disputes.

Acknowledgements

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