

## **ARTICLE 25: SPECIAL EDUCATION**

### **MUSD to MTA**

#### **Joint Revisions**

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### **25.1 DEFINITIONS**

25.1.1 "Service Provider" refers to the person who provides direct service to students as written in IEPs and has the same meaning and is equivalent to "Education Specialist or Specialized Academic Instructor".

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

25.1.3 "Case manager" refers to the person responsible for coordinating all services, is the primary contact for the parent and the overall drafting of the IEPs; this person may also provide direct service to students on their caseload.

25.1.4 "Caseload" refers to the number of students with IEPs to whom the Special Education Service Provider is assigned.

25.1.5 "Co-teaching", or having two teachers in the classroom, is used to provide an inclusive setting for special-education-students with IEPs while ensuring that they are in the least restrictive environment as recommended by their IEP team. A co-teaching classroom shall include a general education teacher and a special education teacher in the classroom.

25.1.6 "Workload" refers to all of the responsibilities required of the Service Provider and is based on the students' needs and class make-up (grade span and ability levels).

### **25.2 SPECIAL EDUCATION CASELOADS**

The District and the Association recognize that several variables impact the workload of the Certificated Special Education Service Provider. The District will attempt to maintain caseloads or class sizes as set forth below.

For purposes of case management. The District shall maintain caseloads or class sizes as set forth below:

#### **25.2.1 Caseloads for Special Education Service Providers**

25.2.1.1 Education Specialist: Mild/Moderate: 15 students with IEPs

25.2.1.2 Education Specialist: Moderate/Severe: 12 Students with IEPs

25.2.1.3 Resource Specialist: 28 Students with IEPs

25.2.1.4 Adapted PE: 55 Students with IEPs

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25.2.1.5 Speech Language Pathologists (SLP): 55 students with IEPs.

25.2.1.6 Speech Language Pathologists (SLP): Early Childhood: 40 students with IEPs.

25.2.1.7 Special educator caseloads that include both Mild/Moderate and Moderate/Severe students shall reflect the number devoted to the position of Educational Specialist Moderate/Severe: 12 Students.

25.2.1.8 SLP caseloads that include both school-age and Early Childhood children shall be reduced to 47 students.

25.2.1.9 Adapted PE caseloads that include both school-age and Early Childhood children shall be reduced to 50 students.

### **25.3 EARLY CHILDHOOD SPECIAL EDUCATION PROGRAM**

Teachers in the Early Childhood Special Education Program shall be assigned no more than twenty (20) total students with disabilities combined in both morning and afternoon sessions. Consideration will be given to paraprofessional hours, composition of class, and facilities. Some classes will reach their maximum numbers before others, but caseloads should be equalized as the year progresses.

### **25.4 Caseload Overage**

In the event a Special Education Service Provider's caseload exceeds District maximums as described in Article 25.2 and 25.3 by up to two (2) students for a period of fifteen (15) working days, the unit member, supervising administrator, and Director of Special Education or designee, shall meet to discuss the caseload overage. This meeting shall take place between the tenth (10) and fifteenth (15) day of the overage unless all parties mutually agree to a different date. At this meeting, if the students cannot be redistributed to other caseloads, the Special Education Service Provider may choose either (1) additional support for the classroom to assist with the overage, or (2) the "Minimum Stipend" as reflected in Schedule 108. If the stipend is selected, it shall begin to be paid on day sixteen (16) of the overage. The stipend shall cease at the conclusion of the pay period when the Special Education Service Provider's caseload returns to the identified District maximum or below.

### **25.5 Special Education Workloads**

The District and the Association agree on the following to be applied when equitably distributing workloads at each school site.

25.5.1 Specialized Academic Instruction — Includes direct instruction and indirect service such as consultation with general education teachers, co-teaching, program development/individualization, modification of curriculum, and planning with related service staff.

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25.5.2 Assessments and Reassessments — Includes initial assessments, interim assessments, triennial assessments, progress on goals and short-term objectives, and other special education assessments as needed.

25.5.3 IEP Management Responsibilities — Includes IEP development, program development, coordination of services, parent communication related to the IEP, annual review, triennial review, progress monitoring and reporting, and manifestation determinations. May also assist with behavioral assessments and behavior plans.

25.5.4 Release Time — Education Specialists or Specialized Academic Instructors (Resource/SAI and SDC/SAI teachers) shall be granted, in half or full day increments, up to three (3) days of release time (per year) for the purposes of completing assessments, preparing ~~individual education plans~~ IEPs and /or assessment reports, and other Special Education functions. These hours shall be during the work day and may include substitute release time beyond the use of PLC time and non-student time periods. These hours shall be determined between the Education Specialists or Specialized Academic Instructors (Resource/SAI and SDC/SAI teachers) and the site administrator.

25.5.5 Directing the Work of Paraprofessionals — includes directing work, training and planning for instructional aides, one to one aides, and other paraprofessionals.

**25.5.6 The District shall provide a sufficient number of instructional aides Paraprofessionals to support students with IEPs in the Special Education program. Provide Appropriate pre-service and ongoing training shall be provided for instructional aides Paraprofessionals to support students within the Special Education program.**

~~25.2.2 The District shall provide appropriate pre-service and ongoing training for Instructional Aides to support students within the Special Education program~~——

#### Section 25.6 WORKLOAD CONCERN RESOLUTION

Unit members are encouraged to seek resolution to workload concerns with their immediate supervisor as a first step to discuss the situation and collaboratively resolve the concern. If the concern is not resolved, an appeal shall be submitted to the Director of Special Education for review. See Appendix I

#### 25.7 Individualized Education Program

The District agrees to make every effort within the limitations of state and federal law to ensure that IEP meetings not occur beyond the workday. The District and unit member shall make best efforts to schedule IEP meetings within the unit member's regular duty day.

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25.7.1 To facilitate the scheduling of IEP meetings during the regular duty day, the District shall provide a summary of all annual and triennial meeting dates for presently enrolled and identified students to each case manager, service provider, and psychologist at the start of each school year.

25.7.2 The District shall provide substitute(s) as needed for the release of Special Education and/or General Education teacher (s) when required to attend IEP meetings during regular instructional hours.

25.7.3 Meetings that require scheduling outside the Unit Members workday will require prior approval from the unit member's supervisor. If the meeting needs to be scheduled and started outside of the Unit Members workday, the Unit Member shall be compensated at the hourly rate of pay.

25.7.4 If available, the District shall provide the teacher(s) of record with a copy of the current IEP, Behavior Plan, Health Care Plan and Psychological Report, ~~prior to the IEP meeting and prior to the placement of student.~~ when assigning the student.

#### Section 25.8 SUPPORTING STUDENTS WITH IEPs IN THE GENERAL EDUCATION CLASSROOMS

25.8.1 Insofar as possible, the affected unit member(s) will be notified when students with IEPs are assigned into the general education classroom and will be provided a copy of the student's IEP and, if applicable, the student's behavior plan.

25.8.2 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 site administrator should assign students in such a way as to minimize the impact and equalize student load.

25.8.3 ~~The District and Site Administration shall, insofar as possible, equitably distribute RSP and SDC-inclusion/mainstream students~~ The District and Site Administration shall, insofar as possible, equitably distribute students with IEPs among general education classes and course sections at each school site (in compliance with the law and student need), and will give special consideration to the teachers of the classes including students with IEPs.

25.8.4 Should the ratio of students with IEPs having goals pertinent to the general education classroom exceeds 20% of the overall class size (for example, 20% of the students in an English/Language Arts class have IEP goals pertaining to English/Language Arts), upon request, site administration will meet with the general education teacher, within ten (10) workdays of the request for such a meeting, to develop a support plan.

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#### **25.9 Training**

Crisis Prevention and Intervention training shall be made available to all special education unit members throughout the year.

#### **Section 25.10: Joint Special Education Committee**

25.10.1 The District and MTA agree to create a Joint Special Education Committee ("Committee") to meet and discuss, and attempt to resolve special education issues and concerns in a collaborative problem solving manner.

25.10.2 The Committee shall be comprised of no more than ten (10) members. The five (5) certificated team members appointed by MTA (one of whom shall serve as a co-chairperson) shall consist of a cross-section of Mild/Mod SDC/SAI, Mod/Severe SDC/SAI, SLP, RSP/SAI, Psychologist, Adaptive PE or other Special Education teacher Service Provider with subject matter expertise (based on needs and discussion topics). The District Team members shall consist of the Director of Special Education (who shall serve as a co-chairperson), and four District and/or school site Administrators.

25.10.3 The meetings of the committee shall be conducted jointly by the co-chairpersons.

25.10.4 The Committee shall set the agenda for the next meeting. Requested revisions/additions shall be submitted to the co-chairpersons no later than five (5) days prior to the next meeting.

25.10.5 The first meeting of each school year shall be held no later than September 30th.

25.10.6 The committee shall meet three (3) times during the school year, during contractual hours. These meetings shall be scheduled for a full day, with substitute coverage provided, as deemed necessary. Should other meetings be deemed necessary by the committee, these additional meetings (not to exceed three) shall be held outside the contractual day. If the meetings need to be scheduled and held outside of the Unit Members work day, the unit member shall be compensated at the hourly rate of pay. ~~Unit members shall be compensated per diem for their time.~~

25.10.7 Policies and procedures developed and adopted by the committee will be reported to all stakeholder groups, including all teachers, special education service providers, school site administrators, and District administrators.

#### **Section 25.11 CONFORMANCE WITH EDUCATION CODE AND FEDERAL LAW**

In the event that provisions of this Article are modified by changes in Federal law and/or the Education Code, it is agreed that the Joint Special Education Committee will meet to

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discuss necessary modifications to this Article and shall submit recommendations for change to be negotiated by MTA and MUSD.

The parties shall continue to discuss SLP compensation in the form of a possible MOU

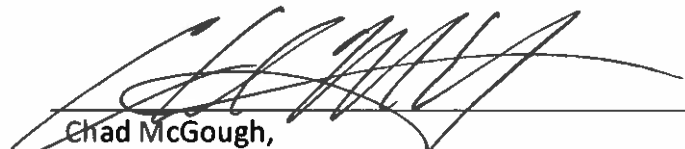
~~25.6 Speech and Language Specialists~~

~~25.6.1 Speech and Language Pathologists with a Master's Degree, a Certificate of Clinical Competence and a state License in Speech-Language Pathology shall be awarded annual stipends of \$5,000.~~

~~25.6.2 Speech and Language Pathologists with only a Speech and Language Credential shall be awarded annual stipends of \$2,500.~~

~~25.6.3 The District shall offer a one-time signing bonus of \$5,000, payable over three (3) years, to fully credentialed Speech and Language Therapists.~~

~~25.6.4 Each Speech and Language Specialist who agrees at District request to provide services to students above the authorized caseload shall be compensated at the extra-duty pay rate of two (2) hours per month for each student determined to be above the caseload per Article 25.1.2.~~

  
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 4-25-19  
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MTA Negotiations Chair