

ARTICLE XXII

SPECIAL EDUCATION

1.0 The District shall make every reasonable effort to adhere to the Special Education class size caps in section 15.0 of this article.

a. ~~After norm day of the 2021—2022 school year, the Special Education Division shall provide a monthly class size/case load report to UTLA for bargaining unit positions under the supervision of the Special Education Division. Special education classes will follow the District recognized norm day.~~

b. Following norm day, the District shall provide a monthly special education class size/caseload report to UTLA.

2.0 If a Special Education class has exceeded the ~~norm class size/caseload outlined in Section 15.0 below~~ by two or more students following norm day, the teacher may notify the Special Education Administrator. the District shall make every effort to remedy the situation within ten (10) twenty (20) workdays. Within ten (10) workdays of the notification, if the condition persists, the District shall remedy the situation, after consultation with the affected teacher, by taking one of the following actions:

- a. The transfer of student(s) to another class.
- b. The opening of an additional class.
- c. The assignment of additional aide(s)/~~staff~~ to the class taking into consideration student needs and the adult to student ratio.

2.1 ~~Compensation at \$625 per semester in which the District has exceeded the class size cap by two (2) students for at least one classification period following norm day. Compensation at \$1,250 per semester in which the District has exceeded the class size cap by three (3) or more students for at least one classification period following norm day. Compensation under this section shall not exceed \$1,250 per semester. The affected teacher shall be—~~ In those instances where the caseload/SESAC exceeds the maximum caps dedicated by this article the affected teacher shall be paid an additional one hundred dollars (\$100) per day for every day the workload exceeds the maximum. This additional payment shall be made on the employee paycheck covering the pay period in which the violation(s) took place.

a. The teacher may file an Informal Conference following the procedure outlined in Article V 7.0.

b. The District will make every effort to accurately reflect any adjustments on caseloads and/or class size rosters contained

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within the District's data/case management systems (e.g., Welligent, MiSIS and SESAC).

3.0 ~~In accordance with California Education Code Section 56195.8 (c), the maximum class caseload for an RSP teacher shall be 28.~~

4.0 IEP Meetings: Except in unusual circumstances, IEP meetings shall be held at the student's local school of attendance.

4.1 IEP Rights: Release Time/Substitute Coverage:

a. Substitute coverage shall be provided for special education teachers for the duration of IEP team meetings including any time outside of their scheduled conference periods.

b. Upon request, substitute coverage shall be provided for a general education teachers for the duration of an IEP team meetings, including any time outside of their scheduled conference periods.

c. ~~Every effort shall be made to provide~~ Substitute coverage shall be provided for RSTs for the duration of the IEP team meetings.

d. Release time will be provided for Itinerants, for whom there are no available substitutes.

5.0 Special Education Facilities: When locating and utilizing classrooms and facilities for Special Education, the District shall make a reasonable effort to integrate students with disabilities in the general education program.

6.0 Special Education Moving Assistance: In case of required change in teaching location and/or room assignment for SDP teachers and RST's, during the school year, the District shall provide reasonable assistance for moving heavy equipment and supplies.

7.0 ~~In the event of an unforeseen emergency impacting another special education instructional program, whenever possible, the administrator will consult the affected teacher at least twenty-four (24) hours before temporarily reassigning a paraprofessional from an assigned classroom. The District shall make every effort to minimize the temporary reassignment of paraprofessionals from a classroom/program. The temporary reassignment of paraprofessionals shall be non-recurring in nature whenever possible prioritizing student need. Any temporary reassignment of paraprofessionals must be discussed with the affected teacher at least twenty-four (24) hours prior. A contingency plan must be provided to minimize the impact to the program.~~

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7.1 ~~All efforts shall be made to ensure that Special Day Programs, including curriculum based programs,~~ shall have a minimum of one (1) paraprofessional during the instructional day without encroachment, with the exception of programs who primarily service students with autism and emotional ~~disability or alternate curriculum based programs,~~ disturbance who shall have two (2) paraprofessionals. These minimums apply to Special Day Programs at Early Education Centers, Virtual Academy programs, Special Education Centers and Career and Transition Centers.

8.0 Restructuring of Special Education Delivery Services: The District and UTLA will continue discussions on the goal of restructuring the instructional delivery service model for students with disabilities which shall include the composition of Special Education Classes, continuum of services, materials/resources and training needed to implement such a model.

UTLA shall have the option to reopen negotiations on the topic of this restructuring during the term of this successor agreement upon notice from the District to pilot a new instructional delivery model. The District anticipates piloting a new instructional delivery model during the life of this Agreement.

9.0 Special Education Trainee/Assistant Interview Process: When special education trainee/assistant positions are to be filled by interview, local schools shall develop their own procedures for special education teacher participation.

10.0 Continued Assignment of Aides and Teacher Assistants to a Teacher: At the conclusion of each school year, the teacher (or other bargaining unit member) may request that the same Aide or Teacher Assistant be assigned to the teacher for the following year. A continued assignment of Aides or Teacher Assistants shall be reasonably determined by the local school administrator with the concurrence of the affected teacher. If the affected teacher does not concur in the assignment, the Aide or Teacher Assistant may request a meeting with the site administrator and teacher to discuss the issue. If such a meeting occurs, the school administrator or designee shall then reasonably determine the assignment. The above procedures are (1) applicable only when budget and program design indicate that the Aide/TA position in question is to be ongoing into the next year, and (2) do not guarantee the Aide/TA any particular longevity in assignment.

11.0 Special Education Policies and Procedures Manual Resources Notebook: Special Education Department chairs shall be provided a link to the electronic Special Education Policies and Procedures Manual resource notebook containing all pertinent Division bulletins.

12.0 Increased Special Education Funding: The Parties will work collaboratively to accomplish the purpose of increased funding for special education students.

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13.0 Workload/Caseload Committee for Health and Human Service and Special Education Itinerant Employees Inclusion Facilitators: A Workload/Caseload Taskforce will be comprised of an equal number of members up to five (5) **four (4)** members each appointed by the District and UTLA. The Taskforce will meet quarterly and will discuss, explore options and make recommendations on the following:

- a. Review and make recommendations regarding the caseload composition and workloads of Inclusion Facilitators including student needs, age groupings and program structure, and make recommendations to make assignments more equitable. The taskforce shall take into account the available resources, effects of increasing/declining enrollment where applicable, needs of special education students and other target student populations and the number of students and sites to receive service.
- b. Impact Strategies for implementing direct vs. indirect services for students.
- c. Recommendations and strategies to assist staff in making up lost services hours for students.
- d. Strategies to better integrate/include students with disabilities into the general education program utilizing potentially available site-based resources.
- d. Input for revising the evaluation system to better reflect the standards of the respective professions.
- e. Assignments and consideration for distance between schools and/or home, driving time, breaks, and the needs of the school community.
- f. Feedback and collaboration on Professional Development for all members at schools with Inclusion Facilitators focusing on collaboration and understanding of roles.
- g. Other items specific to Inclusion Facilitators i.e caseloads spanning grades k-12 for one facilitator

The Task Force members shall not have authority to engage in bargaining, or in agreements or joint reports/recommendations; the party representatives shall instead report back their own advisory opinions and recommendations to their respective bargaining teams.

14.0 Assessment: Upon request, special education teachers shall be given up to three (3) full release day per year, at no loss of pay, to complete a federally mandated assessment for students in their class/caseload.

14.2 The District shall provide special education teachers access to current norm-assessment protocols and student record books.

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14.3 Resource Specialist Teachers and Designated Instruction and Service Providers, including school psychologists, shall be compensated up to two (2) hours of pay at their regular hourly rate for each initial assessment beyond five (5) per year.

15.0 Special Education Class Size/Caseload and Designated Instructional Services Caseloads

<u>Type of Special Day Class</u>	<u>Class Size</u>
Autism – General Education Curriculum (AUT C)	10 (9 beginning July 1, 2024)
Autism – Alternate Curriculum (AUT A)	6
Deaf <u>Education</u> / Hard of Hearing	6 (thru 8 years) 8 (9 years and up)
Visually Impaired (VI)	6 (thru 8 years) 8 (9 years and up)
Preschool for All Learners (PALs)*	10
Preschool Collaborative Classroom (PCC) Early Education Center*s	10
Preschool Collaborative Class with Universal Transitional Kindergarten (UTK/PCC)*	8
Preschool Comprehensive Program (PSC)*	8
Emotional Disturbance (ED)	8
Intellectual Disability Moderate (IDM)	12 <u>9</u>
Intellectual Disability Severe (IDS)	10 <u>6</u>
Multiple Disabilities (MD) <u>Multiple Disabilities/Orthopedic (MDO)</u>	8
Specific Learning Disability (SLD)	12

<u>Designated Instruction and Services</u>	<u>Caseload</u>
Adaptive PE**	60 <u>40 students in Early Education programs*</u> <u>55 students in all other programs</u>
Audiology	80 students
Deaf <u>Education</u> / Hard of Hearing	<u>35</u> students or 10 service hours per week

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Language/Speech**	55 <u>40</u> students in Early Education programs* <u>50</u> students in all other programs
Orientation and Mobility	15 students
Visually Impaired	30 students
<u>Resource Specialist Teacher</u>	<u>28 Students</u>
<u>Recreational Therapy (RT)</u>	<u>30</u>

For classes that are curriculum based programs the caps will be as follows:

<u>Program</u>	<u>Class Size</u>
<u>Core Curriculum</u>	<u>12</u>
<u>Alternate Curriculum</u>	<u>9-6</u>

(a) If optimum class ~~norm~~ size is exceeded by two for a temporary period of time which exceeds one month, a referral may be made to the ~~Area Coordinator~~ Region Special Education Administrator, Special Education, who may contact the Executive Director of Associate Superintendent, Special Education, for assistance.

(b) Maximum age is to high school completion or to 22 years of age. Pupils who have not met their prescribed course of study or regular or differential proficiency standards may remain in school through age 21. Any pupil who becomes 22 while participating in a program may continue participation for the remainder of the then current school year.

(c) For designated instruction services, if optimal caseloads are exceeded by two (2) for a period of time which exceeds one month, a referral may be made to the Workload/Caseload committee unless otherwise prohibited or inconsistent with applicable law ~~or the Modified Consent Decree~~. The Committee may refer the issue to the Executive Director of Associate Superintendent for Special Education or the Executive Director for Student Health and Human Services.

15.1 The above class sizes and caseloads apply to all Special Education Programs including all Early Education Centers, Virtual Academy programs, Special Education Centers and Career and Transition Centers.

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15.2 Caseloads are inclusive of non-public schools and charter school students.

15.3 Caseloads outlined in 15.0 are inclusive of all students served across all assigned schools and school codes.

15.4 All early education special education programs will mirror the state student to adult ratio of early education general education programs unless the state ratio is higher than the ratio outlined in 15.0.

15.5 Class size and caseload caps will be noted in Welligent and all digital and printed class rosters.

~~15.6 Special Education classes shall be limited to two grade levels.~~

15.7 The parties agree to continue discussions on Special Education Class Size and Caseloads in conjunction with the anticipated restructuring of Special Education Services pursuant to Article XXII, Section 8.0.

*Refers to Early Education programs outlined in 15.0

**In the case where a caseload is a combination of Early Education programs and all others, the students in Early Education programs will count as 1.375 towards the higher caseload. For SLPs who work with students on permanent or temporary status for an Alternative Augmentative Communication (AAC) device shall count as 1.375 towards the caseload.

16.0 Illness, Personal Necessity, Kin Care and Long-Term Substitute Coverage for Designated Instruction and Service Providers: In cases where substitute coverage is not available or provided for DIS Providers, the district will:

a. Arrange for students to receive services by an Itinerant provider or

b. Upon return, offer the opportunity to provide services outside school hours, compensated at hourly rate.

17.0 Specialized and Targeted Support:

a. In cases where a student with a Behavior Support Plan participates in inclusion, mainstreaming or any other program in which the student is in a general class setting, the District will provide two (2) hours total for the review, collaboration and preparation of the Behavior Support Plan.

b. In an effort to increase parent participation and access, the District will hold parent meetings and trainings based on school feeder patterns.

~~16.0~~ 18.0 The District will implement a Special Education Educator Recruitment Workgroup comprised of up to five (5) members appointed by the District, and up to five (5) members of the UTLA bargaining unit, appointed by United Teachers Los Angeles. The recruitment and retention workgroup shall meet six (6) times per year – outside of daily' onsite obligations - to provide

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recommendations. UTLA bargaining unit members of the workgroup shall be compensated for these meetings at their regular hourly rates. Based on workgroup members' availability and District discretion, UTLA bargaining unit members may be included in recruitment events, including those outside of the County of Los Angeles and the State of California.

19.0 The parties are in discussions regarding program restructuring. The union reserves the right to bring this and related issues forward in these negotiations at a later date.