

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 reports to UTLA.

2.0 If a Special Education class has exceeded the ~~norm class size 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 Following the twenty (20) workday period noted in 2.0 above, if there is a class size overage of two or more students in a special day program/class designated by the District, the following shall apply:

a. Compensation at \$625 per semester in which the class size 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 class size 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 and becomes effective following Board adoption of this Agreement.

Article XXII – Special Education

~~b. In accordance with Article V, Section 7.0, the affected teacher may request file for an Informal Conference. following applicable timelines specified in the grievance procedure.~~

~~c. The District will make every effort to accurately reflect any adjustments on caseloads and/or class size rosters contained 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,~~ sSubstitute 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 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. In the event of an unforeseen emergency impacting another special education instructional program, whenever possible, the administrator will consult the~~

Article XXII – Special Education

affected teacher at least twenty-four (24) hours before temporarily reassigning a paraprofessional from an assigned classroom.

7.1 All efforts shall be made to ensure that Special Day Programs have a minimum of one (1) paraprofessional during the instructional day without encroachment. For Special Day Programs with the exception of programs who primarily service students with autism, emotional disability and those students served within a modified core curriculum based program disturbance, every effort shall be made to who shall have two (2) paraprofessionals taking into consideration student needs and the adult to student ratio.

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.

Article XXII – Special Education

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

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.

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.

Article XXII – Special Education

14.0 Assessment: Upon request, special education teachers shall be given up to three (3) full release days 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.

15.0 Special Education Class Size 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 <u>7</u>
Deaf <u>Education</u> and <u>Hard of Hearing</u> (DHH)	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 Centers	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- (11 beginning July 1, 2026) (10 beginning July 1, 2027)
Intellectual Disability Severe (IDS)	10
Multiple Disabilities (MD)	8
Specific Learning Disability (SLD)	12

<u>Designated Instruction Services</u>	<u>Caseload</u>
Adaptive PE	60 students
Audiology	80 students
Deaf <u>Education</u> / <u>Hard of Hearing</u>	35 students
Language/Speech	55 students
Orientation and Mobility	15 students

Article XXII – Special Education

Visually Impaired	30 students
-------------------	-------------

<u>Resource Specialist Program</u>	<u>28 students as defined by Ed Code</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 in accordance with California Education Code 56026. ~~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 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.

16.0 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 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.