

ARTICLE 49 -SPECIAL EDUCATION
Counter Proposal September 28, 2017

1. When mainstreaming Special Day Class students in grades K-6, District site leaders will attempt to assign students equitably amongst all classes at the appropriate grade level.
 - 1.1 It is the intent of the District to notify the affected unit member(s) prior to assigning students with special needs into the regular classroom.

2. Caseloads will be determined based upon student/program needs in accordance with the Education Code sections 56362-56362.1. The District will maintain caseloads consistent with the California Education Code and California Code of Regulations and based on student/program needs.
 - 2.1 Resource Specialist caseloads shall not exceed the amount allowed by law, except where allowable through the waiver process. In the event the District seeks a waiver of the caseload limit, the District shall comply with all legal and regulatory requirements.

 - 2.2 When a waiver decision is received by the District, it shall produce written verification of the decision from the California Department of Education (“CDE”) to the resource specialist teacher and bargaining unit association of the approval or denial of the waiver. This must occur before the assigning of additional students to the resource specialist caseload above the statutory maximum.

 - 2.3 Speech Language Pathologist caseloads shall not exceed the averages allowable by law, unless prior written approval has been granted by the State Superintendent of Public Instruction.

3. Released time for unit members to conduct IEP meetings shall be made available when it is determined by the Administrator of the Special Education Office or his designee that all other options are unavailable. Conditions which may trigger the use of a substitute are as follows: (1) The teacher must attend an IEP meeting away from the school site and/or (2) The only time the IEP meeting can be scheduled is during the instructional day and class coverage by school personnel is not available.

4. A reasonable effort shall be made to establish special education staffing ratios consistent with the District's staffing practices.
5. The parties acknowledge the importance of constructive dialogue and the respect of professional opinions for all members of the team on all aspects of program delivery.
6. In an effort to improve communication and collaborative problem-solving to include staffing, a special education committee shall be established.
7. Special education classroom teachers will be able to utilize the same school site equipment as general education teachers and will be supported with appropriate instructional materials as aligned with the District's adopted curriculum. **Such equipment shall be requested and provided consistent with the same process utilized at school sites for all teachers.**
8. Bargaining unit members will be provided opportunity to participate in training programs either prior to or concurrently with the implementation of new or existing instructional and/or assessment programs in either special education or regular education classrooms.
9. Any special education professional serving in an itinerant capacity shall be given appropriate travel time between sites. **The District will make every effort to assign Designated Instructional Services ("DIS") itinerant service providers' site assignments within the same region within the District.**
10. Any teacher who possesses a Special Education credential and is assigned to teach in a special education program shall be paid his/her per diem rate when providing services during the extended year program [i.e. between the close of one academic year and the beginning of the succeeding academic year] to a student whose IEP requires extended-year special education services **that are comparable in standards, scope and quality to the special education services provided during the regular year as outlined per a student's IEP.**
11. **The District will make every reasonable effort to fill open support staff positions in special education programs by posting open positions within thirty days (30) of their vacancy.**
12. **All special educators will only be assigned to serve students pursuant to their credentials.**
13. **The District will offer training opportunities for special educators to become certified in nonviolent crisis intervention strategies (e.g. Crisis**

Prevention Institute (“CPI”).

14. The District and the Association support successful placement of students with IEPs in general education classrooms and recognize the impact on the additional workload of classroom teachers. The assigning of students should be conducted, in such a way to ensure the minimal impact of the general education classroom environment and reasonably distribute the additional students amongst the affected teachers.
15. The District shall provide, and the unit members shall have an opportunity to participate in, appropriate in-service learning opportunities with their co-teachers (i.e. PLUS trainings), AC collaboration hours with other special education teachers, curriculum planning with general education teachers (unit members assigned to work with students with IEPs).
16. The District shall provide unit members who teach special education students curriculum to meet the spectrum of individual needs as stated in the Individual Education Program (IEP), to address ages, grade levels, and ability levels of the students on their caseload. If a unit member believes additional curriculum beyond what has been provided is necessary to meet a student’s needs, he/she shall contact his/her program manager.
17. The District shall provide adequate assessment materials/protocols. In the event a teacher or DIS provider believes that he/she does not have adequate assessment materials, he/she should contact the special education program manager who oversees his/her program to request additional assessment materials.
18. Within the first 30 days of the new school year, the District will distribute to all special education certificated staff the Department of Special Education organizational chart and a chart outlining assignment of Regional Instructional Managers (“RIMs”) by region and school site. Information on programs available within the District by school site and region/feeder progressions will also be available, upon request, through a unit member’s RIM.
19. The District’s current Policies and Procedures Handbook for Special Education and the IEP Manual shall be revised as needed each school year.
20. In regards to an IEP team, all school professionals are to be considered equal members. No IEP team member shall be allowed to assign an unreasonable amount of work to another IEP team member. No IEP team member can act as an administrator or an expert in an area that is not

his/her credentialed area of expertise (with the exception of the actual administrator and the Regional Instructional Manager/RIM).

21. The LEA Collaborative Committee, which provides input on the reinvestment of funds received under the Medi-Cal Billing Option and/or Medi-Cal Administrative Activities Program, will include at least one member of each service provider group that provides and bills services under the Medi-Cal Billing program. The reinvestment of funds received under the Medi-Cal Billing Option and/or Medi-Cal Administrative Activities Program shall be consistent with all legal requirements.