

03.18.2025 VUEA to VUSD Initial Proposal

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ARTICLE 31
SPECIAL EDUCATION

1. Special Education Class Size and Release Time

a. Class Size:

Whenever administratively practicable, while prioritizing student needs, and in consideration of certain factors, including but not limited to: LCFF, federal, state and local revenue sources; staffing allocation, master schedule considerations, credentialing; facilities, notwithstanding unforeseen circumstances, the following class sizes shall be maintained: ~~This does not apply to directed studies/guided studies/study skills classes.~~

Self Contained Class Program Type	Mild/ Moderate	Moderate e/ Severe Extensive Support Needs	Autism (Mild/ Moderate) Low Support Needs	Autism (Moderate e/ Severe) Extensive Support Needs	Emotion ally Disturbe d Emotional Disability Educational Therapeutic	Deaf/ Hard of Hearing	Directed studies /Guided studies /Study skills classes
Grade Level	Class Size	Class Size	Class Size	Class Size	Class Size	Class Size	Class Size
Pre School	42-	12	-	-	-	12	-
TK - Kindergarten	42-	10	10	10	10	10	-
Grade 1	12	10	10	10	10	10	-
Grades 2-3	12	10	12	10	10	12	-
Grades 4-5	14	10	12	10	12	12	-
Grade 6	16	12	14	40-12	12	12	28-16 25-22
Grade 7-8	16	12	14	12	12	12	28-16 25-22

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Grade 9-12	20	14	14	~~12~~ -14	14	n/a	~~28~~ 2025 23
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For TK-5, class sizes in excess of the above number, teachers will be paid \$50 per student per month.

For grades 6-12, class sizes in excess of the above number, teachers will be paid \$30 per student per month.

Caseloads

~~Resource~~ Education Education Education Resource Specialists (~~all levels~~)	28:1 (~~Ed Code 56195.8~~ (e)) Ed Code 56362 (c)
Middle School Specialized Academic Instruction Teachers	25:1

When an ~~Education-Resource Specialist~~ has a caseload of 27, the District will begin to actively pursue a solution to ensure the caseload remains in compliance with the collective bargaining agreement.

~~For Education Specialists (excluding SDC teachers) with a caseload in excess of the above number (for more than 1 week), teachers will be paid \$300 per student per month while the district actively pursues solutions to bring the caseload in compliance with EdCode. the collective bargaining agreement.~~

~~In the event that an Education Specialist has a caseload within two (2) students of the caseload cap and more than two (2) open initial assessments, the district shall provide assessment support (i.e. assessing and report writing) for any additional open initial assessments.~~

Any grade TK-5 Special Education SDC Elementary teacher required to teach a combination class, with three (3) or more grades and a class size at or above the class size chart listed above, shall receive an annual stipend of one thousand dollars (\$1,000).

Teachers with a ~~TK/K or K/1~~ class receive an additional one thousand dollars (\$1,000).

~~The Adaptive Physical Education teacher shall have no more than 8 school sites with a maximum of 55 students on their caseload.~~

b. Special Education Teacher Release Time:

To assist with caseload management, Special Education Teachers will be authorized release time as follows:

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All Special Education Teachers and Speech Language Pathologists serving Special Education students (ages 0-21) and assigned a student caseload, will be offered 2 optional-paid days prior to the pre-service days/beginning of school year to assist them with their caseload management. Days must be pre-approved by the site principal and worked on-site.

All Elementary (grades TK-5) Special Education Teachers serving Special Education students and assigned a Special Education student-caseload, will be authorized to use up to ~~6 optional days (or 12 half days)~~ ~~10 optional days (or 20 half days)~~ **6 optional days (or 12 half days)** of substitute coverage per school year to give them classroom release time to assist with caseload management, i.e. assessments, IEP Meeting prep, report writing, etc. Days not used in the current year shall not roll over into the next school year. Days must be ~~pre-approved by~~ **communicated with pre-approved by** the site principal and worked on-site. ~~When release days are not used, members shall be paid at the substitute daily rate (prorated for half days) at the end of the school calendar year.~~ **These days are not to be used to hold IEP meetings.**

Preschool special education teachers shall receive ~~two (2) half-day~~ ~~four (4) half-day~~ **two (2) half days** release days during instructional time during spring trimester in order to assess students on their caseload for kindergarten transitions. ~~When release days are not used, members shall be paid at the substitute daily rate (prorated for half days) at the end of the school calendar year.~~

All Secondary (grades 6-12) Special Education Teachers serving Special Education students and assigned a Special Education student-caseload, ~~will have two (2) non-teaching periods (inclusive of the 45-minute preparation time before school at teach 6 out of 6 schools) and~~ will be authorized to use up to 10 optional days (or 20 half days) of substitute coverage per school year to give them classroom release time to assist with caseload management, i.e. assessments, IEP Meeting prep, report writing, etc. Days not used in the current year shall not roll over into the next school year. Days must be ~~pre-approved by~~ **communicated with pre-approved by** the site principal and worked on-site. ~~When release days are not used, members shall be paid at the substitute daily rate (prorated for half days) at the end of the school calendar year.~~ **These days are not to be used to hold IEP meetings.** Each Secondary school where a 1.0 FTE assignment is to teach 6 periods (excluding Pacific) will be allotted ~~one (1) three (3)~~ **one (1)** non-teaching testing special education department period.

~~The caseload management days (or half days) may be used for IEP meetings at the discretion of the bargaining unit member.~~

The high school, IEP meetings may be scheduled, at the discretion of the bargaining unit member, during the Caseload Manager's prep period (if they have one).

~~e. Substitute Coverage~~

~~An Education Specialist in the RSP Program/SAI Program shall have a substitute teacher when they are absent for any reason, including IEP meetings, just as general education and SDG teachers. Education Specialists shall be responsible for providing substitute plans.~~

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~~d. e.~~ d. New Teacher Support

When new Education Specialists are given mentors, every effort shall be made to provide mentors who hold an education specialist credential.

Each new Education Specialist who does not have a clear credential, shall be provided one (1) half release day per semester for up to two (2) years to observe other Education Specialists.

~~Release days shall be provided to allow new Education Specialists (who are not currently in an Induction Program) to observe other Education Specialists. Each new Education Specialist (who is not currently in an Induction Program) can take up to four (4) half days per school year for up to two (2) years.~~

2. Speech Language Pathologists

SLP Caseload		
Grade Span	Caseload	NTE
TK – 12 (including Rtl)	52	55
EIC/Preschool	40	40

Average SLP ~~Caseloads~~ workloads are comprised of all students receiving speech services, not just students with speech services designated in an IEP. ~~Mixed caseloads of Preschool with TK-12 shall have preschool prorated at 1.3 for each preschool student. SLP caseloads shall include up to five (5) initial assessments. If more than five (5) initial assessments are open, then that site shall receive additional SLPA support or assessment support.~~

When a Speech-Language Pathologist's caseload is within one (1) of the caseload NTE listed above, the District will begin to actively pursue a solution to ensure the caseload remains in compliance with the collective bargaining agreement. ~~For Speech-Language Pathologists with a caseload above the NTE (for more than one week), SLPS shall be paid three hundred dollars (\$300) per student per month while the district actively pursues solutions to bring the caseload in compliance with Ed Code. the collective bargaining agreement.~~

~~Speech-Language Pathologists serving Special Education students and assigned a Special Education student caseload shall be authorized to use up to ten (10) optional days (or twenty (20) half days) of substitute coverage per school year to give them classroom release time to assist with caseload management, ie. Assessments, IEP meeting preparation, report writing, etc. Days not used in the current year shall not roll over into the next year. Days must be communicated with the site principal and worked on-site. When release days are not used, members shall be paid at the substitute daily rate at the end of the school calendar year.~~

~~3. Special Education Clerical Support~~

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~~a. All sites must have an administratively designated classified office staff member(s) who shall assist their site's Educational Specialists with special education clerical duties. The site principal shall make this designation formally and in writing to the Education Specialists annually before the start of the school year. The site principal may designate a single classified person or multiple staff persons. Larger sites may benefit from having more than one designated person. The designated person(s) can change from year to year or during the school year pending an administrative assessment of office staff workload.~~

~~Clerical duties may include but are not limited to:~~

- ~~1. Making copies of IEPs~~
- ~~2. Distributing copies of IEPs to general education teachers~~
- ~~3. Filing/submitting finalized copies of IEPs in a student cumulative folder~~
- ~~4. Filing/submitting finalized copies of IEPs to the district office~~
- ~~5. Calling parents/guardians to schedule IEPs and confirm IEP attendance~~
- ~~6. Collecting general education teachers' written input on students' academic performance information in advance of IEP meetings~~
- ~~7. Coordinating general education teachers' attendance at IEP meetings~~
- ~~8. Coordinating substitute teachers as needed for assessments and IEP meetings~~
- ~~9. Scheduling interpretation services if needed~~

3. Full Inclusion:-

~~Special Day Class students who are placed full-time into a regular education classroom for whom curricular, and/or behavioral modifications are needed.-~~

~~Full inclusion is that special education option determined by an IEP team that places a severely handicapped student in an age appropriate regular education classroom on a full-time basis. The included student is handicapped to such a degree that significant curricular modifications are required which necessitate the collaboration of regular and special education teachers. Special Education services which these students require will still be provided, i.e. hearing aids, Braille machine, etc. There is no prerequisite for the student to be included in the regular classroom and the student is not expected to meet the same curricular and/or behavioral standards. Behavioral intervention documents may be utilized to assist the inclusion process.-~~

~~The above does not include students who are deaf/hard of hearing, orthopedically impaired, visually impaired, or other health impaired as their sole handicapping condition.-~~

~~a. Full Inclusion Planning Team-~~

~~A Full Inclusion Planning Team consisting of the principal, school psychologist, resource specialist or Special Day Class teacher, other support staff, and the general education~~

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~~teacher(s) with identified full inclusion pupils shall be organized at each site with identified full inclusion pupils.~~

~~b. Full Inclusion Funds~~

~~Each full inclusion site shall receive an additional allocation of at least \$1000 per site to support planning and implementation of the full inclusion program. The funding for this program will be negotiated annually. The Full Inclusion Planning Team shall determine the utilization of these funds to support full inclusion at their site.~~

~~c. Full Inclusion Teacher Release Time~~

~~Two full days or four half days per school year of release time for each teacher with a full inclusion student to either consult, observe or plan with case manager. One day release time shall be allocated to unit members who are teachers of identified full inclusion pupils or to provide planning time with the Resource Specialist or Special Day teacher, and other support personnel.~~

~~Unit members impacted by full inclusion will be provided with specialized training necessary for successful implementation. Such training shall be at the unit member's request and funded by letter "B" above.~~

~~d. No Reduction In Staff~~

~~The implementation of a Full Inclusion Program shall not be utilized as a tool for a reduction in staff.~~

~~e. Class Size~~

~~The determination of the size of classes with fully included pupils shall take into consideration any extraordinary demands on physical space, unit member contact, and/or unit member supervision. The teacher has the right to appeal the decision of the Full Inclusion planning team. The teacher has a right to have an Association representative present. The class size for this program shall be negotiated annually.~~

~~f. Prior Notification~~

~~A unit member who will be impacted by full inclusion should receive prior notification. Placement shall occur only after the completion of the IEP process including administrative transfers for students coming from other districts.~~

4. The parties mutually agree that Article 31 shall be an additional re-opener for the 2024-2025 2025-2026-school year-fiscal year and the parties agree to meet to discuss a possible MOU after the State budget May revision.

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