

TENTATIVE AGREEMENT

New Special Education Article to Replace XXVII: Full Inclusion

January 25, 2024

A. Definitions:

- a. **Mainstreaming:** Students with IEPs spending time with general education peers per their Individualized Education Program (IEP) on a consistent, ongoing, scheduled basis. The students remain rostered in the special education teacher's class.
- b. **Full Inclusion:** Students with IEPs are rostered in the general education classroom and receive support from a special education teacher.
- c. **Caseload** is defined as the group of students with IEPs served by a specific special education provider.
- d. **Class size** shall be defined as the number of students on a teacher's roster for a specific class section.

B. Case Management

- a. Resource Specialists, Special Day Class Teachers, Inclusion Specialists or Speech Language Pathologists (SLP's) shall be defined as the primary case managers for students. Each student shall have one defined case manager responsible for:
 - i. Managing IEP documentation, conducting IEP meetings and following legal timelines and eligibility guidelines to maintain IEP compliance; facilitating the IEP team to design Individualized Educational Programs for special education students and monitor progress toward goals;
 - ii. Serve as a resource to teachers and paraprofessionals to guide the implementation of accommodations and modifications to support progress towards goals.

C. Assessments:

- a. Speech and Language Pathologists with a full caseload of eligible students will receive additional compensation for any work performed outside of the workday conducting additional initial assessments. Upon approval from the site Principal, compensation will be at the instructional hourly rate up to twelve (12) hours per initial assessment.
- b. RSP Teachers with a full caseload of 28 eligible students will receive additional compensation for any work performed outside of the workday conducting additional initial assessments. Upon approval from the site principal or supervisor compensation will be at the instructional hourly rate, up to eight (8) hours per assessment.
- c. Other related service providers with a full caseload will receive additional compensation for any work performed outside of the workday conducting additional initial assessments. Upon approval from the site principal or

TENTATIVE AGREEMENT

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January 25, 2024

supervisor; compensation will be at the instructional hourly rate up to eight (8) hours per assessment.

- d. Psychologists will be given the opportunity to attend monthly office hours with the Director of Special Education or Designee to review their assessment load. Upon approval from the Director of Special Education a psychologist compensation will be at the hourly per diem rate up to twelve (12) hours per initial assessment for any work performed outside of the workday conducting additional initial assessments.
 - i. Section d. above applies to EHRMS psychologists completing additional assessments above their caseload.
- e. Requests for remote work to conduct additional assessments or reports must be pre-approved by the site principal/supervisor to ensure appropriate coverage and delivery of services during the instructional day.

D. Staffing Guidelines

- a. Full time Resource Specialists (RSP) shall have a maximum caseload of twenty-eight (28) students. This maximum may be exceeded for no more than twelve (12) consecutive school days without additional compensation.
- b. Speech Language Pathologists (SLP) caseload per full-time member shall not exceed fifty-five (55) cases. The caseload of SLP's assigned to work with Infants/Preschool students shall not exceed forty (40) students.
- c. Pre-school SDC class size and caseload shall be 12:1.
- d. Caseloads in Grade TK-5 Special Day Classes shall have the following maximums:

Mild	14 students
Moderate	12 students
Intensive	12 students
Counseling Enriched	10 students

- e. Caseloads in Grade 6-12 Special Day Classes shall have the following maximums

Mild	16 students
Moderate	15 students
Intensive	15 students

TENTATIVE AGREEMENT

New Special Education Article to Replace XXVII: Full Inclusion

January 25, 2024

Counseling Enriched	12 students
REACH	12 students

f. Special Day Class teachers in Adult Transition shall have a maximum caseload of sixteen (16) students.

g. Caseload maximums for itinerant positions:

Teachers of the Visually Impaired	15 students
Teacher of the Deaf or Hard of Hearing	55 students
Adapted Physical Education	55 students
Orientation and Mobility	28 students
Inclusion Specialist	28 Students
ERMHS Psychologists (maximum of 8 sites)	15 students

h. Unit members shall notify site and Special Education management and SRVEA leadership in writing, if they are anticipating exceeding their caseload limit.

i. The unit member, SRVEA leadership, and management shall meet to develop a mutually agreed upon plan of relief for unit members who are over caseload within fifteen (15) days of the unit member exceeding the caseload limits. Implementation timelines may vary based upon staffing availability.

j. With a member-signed waiver, the class size and caseload limits may be exceeded by up to two (2) students for up to twelve (12) consecutive days without additional compensation. Beginning the thirteenth (13th) day of increase beyond the limit, the impacted teacher shall be compensated 3.5% of the unit member's monthly salary for each student in excess of the limit, retroactive to the first day of overage.

E. Elementary SDC Prep Time Stipend: Elementary SDC teachers will receive a \$2,000 annual stipend of which \$1,000 will be paid in December and \$1,000 will be paid in June, in acknowledgment of the additional time and workload associated with their duties.

F. Middle and high school RSP and SDC teachers shall be provided a period, equal to a prep period, to complete required IEP paperwork, student assessments, communication with parents, IEP meetings or other required job duties as a case management duty period.

TENTATIVE AGREEMENT

New Special Education Article to Replace XXVII: Full Inclusion

January 25, 2024

- G. Full Inclusion: The Association and the District shall meet annually to determine the specific support that will be provided to general education bargaining unit members with identified full inclusion students for the following school year. These meetings shall commence no
- H. later than May 15, or a date mutually agreeable to both parties, to determine options for the following year.
 - a. The parties will reconvene in August to address any additional changes with full inclusion students after May 15.

I. Supports

- a. IEP meetings shall be held at a time mutually agreed upon by the IEP team and the parent. Effort will be made to schedule such meetings during the regular work day of the unit members.
 - 1. Elementary special education staff may request to have time set aside on a designated day to prepare for IEP meetings.
- b. A pool of 100 days will be available district wide for providers requiring additional time due to the length of IEP meetings, complexity of their IEPs, or other needs determined by the provider. Principals will request the time from Special Education.
 - i. This additional time may be provided by arranging a substitute, if available, or during non-duty hours with compensation at the instructional hourly rate.
- c. When the ratio of moderate/intensive SDC students, at the secondary level, with IEPs in a general education classroom (core and elective) at a comprehensive school site, exceeds 20% of the overall class size, the unit member may request a meeting with the site administration to develop and mutually agreed upon support plan.
 - i. Examples of support may include, but not be limited to, smaller class size, redistribution of site Special Education staff if available, additional prep time, release time to collaborate with Special Educators to develop strategies and supports, training, and/or the elimination of non-teaching duties or obligations.
- d. The District shall provide, and the general education unit members shall have an opportunity to participate in appropriate in-service learning opportunities for general education unit members assigned to work with students with IEPs. Training that takes place outside of the unit member's regular contract hours shall be compensated at the non-instructional hourly rate.

TENTATIVE AGREEMENT

New Special Education Article to Replace XXVII: Full Inclusion

January 25, 2024

School Psychologists ratios as follows:

- e. Secondary Counseling Enriched classes will be assigned 0.75 FTE School Psychologist per class.
 - f. Elementary Counseling Enriched classes will be assigned 0.5 FTE School Psychologist per class.
 - g. Beginning 2024-25, each comprehensive high school shall be staffed and assigned School Psychologists based on total Special Education enrollment, excluding counseling enriched, at 1 FTE per 75 students.
 - h. The Alternative Education and Adult Transitions program will be provided with direct School Psychologist support. The total FTE of this support shall be reviewed and determined on an annual basis by the Special Education management team.
 - i. Each middle school shall be staffed and assigned School Psychologists based on total student enrollment as follows:
 - i. Up to 749 0.8 FTE
 - ii. 750+ 1.0 FTE
 - j. Each elementary school shall be staffed and assigned School Psychologists based on total student enrollment as follows:
 - i. Up to 499 0.4 FTE
 - ii. 500-599 0.5 FTE
 - iii. 600-699 0.6 FTE
 - iv. 700-799 0.7 FTE
 - v. 800-899 0.8 FTE
 - vi. 900-999 0.9 FTE
 - vii. 1,000+ 1.0 FTE
 - k. Each elementary school will be staffed and assigned an additional .1 FTE for Special Day Classes.
- J. Special Education Steering Committee
- 1. The Special Education Steering Committee will consist of (2) school psychologists, (2) Speech Language Pathologists, (2) Special Education teachers, (2) related service providers and two (2) General Education teachers appointed by the Association, and (2) District level administrators and (3) site administrators appointed by the District.
 - 2. The committee will meet at least three (3) times per year and more if requested by either party.
 - 3. The committee will be co-chaired by one Special Education Administrator and one Special Education teacher. The intent of the committee is to consider policies, practices, and other support related to IEP compliance for students and staff as a

TENTATIVE AGREEMENT

New Special Education Article to Replace XXVII: Full Inclusion

January 25, 2024

means of gathering the input of Special Education unit members.

- 4. The committee will review current data collected from multiple sources including internal and external reviews of the program as applicable, and discuss Districtwide special education issues in various areas including class size, support of mainstream students, staff retention, paraeducator support and professional development needs.

J. The District and SRVEA agree to prioritizing and addressing student mental health and wellness, behavior and support upon receipt of new, local supplementary revenue to the District beginning in the 2024-25 school year.

For the Association:



Laura Finco
SRVEA President

1-25-2024

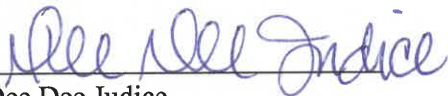
Date



Melinda Daly
SRVEA Vice-President

1-25-2024

Date

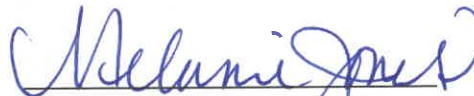


Dee Dee Judice
SRVEA Negotiations Chair

1/25/24

Date

For the District:



Melanie Jones
Assistant Superintendent, HR

1/25/2024

Date



Stella Kemp
Assistant Superintendent/CBO

1/25/2024

Date



Evan Miller
Executive Director, Business Services

1/25/24

Date



Keri Van de Star
Director, Human Resources

1/25/24

Date