

## SECTION XIV – SPECIAL EDUCATION

### DEFINITIONS

Collaborative: A Collaborative class model is an adult-supported general education class. It includes a general education teacher, either co-teaching with an Education Specialist or supported by an Instructional Assistant.

Caseload: Refers to the number of students with an IEP assigned to an Education Specialist.

EMPOWER: Establishing Mental Health and Pragmatic Ownership for Worthwhile Educational Resilience

### CLASS SIZE & CASELOADS

#### **PRESCHOOL PROGRAMS**

- Side By Side: Class Size/Caseload range of 8-12 serving PK students only
- Appointment-Based: Resource Education Specialist Program (RSP) / Specialized Academic Instruction (SAI) teachers shall begin the school year with a target caseload of twenty-three (23) students. Caseloads may increase throughout the school year based on student needs and enrollment; however, at no time shall the caseload exceed twenty-eight (28) students, in accordance with California Education Code.

#### **ELEMENTARY SPECIAL DAY CLASSES**

##### **Mild/Moderate Support**

- TK Structured Supports: Class Size/Caseload range of 8-10 serving TK students only
- K-5 Structured Supports: Class Size/Caseload range of 10-12 serving two grade levels only (i.e. K/1, 2/3, 4/5)
- K-5 Social-Emotional Academic Success (SEAS): Class Size/Caseload range 8-10 serving up to three grade levels.

##### **Extensive Support/Moderate/Severe**

- TK-5 Extensive SUPPORTS: Class Size/Caseload range of 8-10 serving up to three grade levels.

#### **SECONDARY SPECIAL DAY CLASSES**

##### **Mild/Moderate Support**

- Structured Supports: Class Size/Caseload range of 12-15
- Social-Emotional Academic Success (SEAS): Class Size/Caseload range of 8-10
- EMPOWER: Class Size/Caseload Range of 10-12

1 **Extensive Support/Moderate/Severe:**

- 2     • Extensive Supports: Class Size/Caseload range of 10-12  
3     • Adult Transition Program (ATP): Class Size/Caseload Range of 12-15  
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5 **RESOURCE SPECIALIST PROGRAM (RSP)/EDUCATION**  
6 **SPECIALISTS/SPECIALIZED ACADEMIC INSTRUCTION (SAI) CASELOADS**

7 Caseloads will be reviewed periodically, and the District shall make reasonable efforts  
8 to monitor and balance assignments to ensure compliance and support effective service  
9 delivery to students.

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11 **Elementary RSP Education Specialists:**

12 Resource Education Specialist Program (RSP) teachers shall begin the school year with  
13 a target caseload of twenty-three (23) students. Caseloads may increase throughout the  
14 school year based on student needs and enrollment; however, at no time shall the  
15 caseload exceed twenty-eight (28) students in accordance with California Education  
16 Code.

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18 **Secondary RSP/SAI Education Specialists:**

19 Secondary RSP/SAI teachers shall begin the school year with a target caseload of  
20 twenty-three (23) students. Caseloads may fluctuate throughout the school year based  
21 on factors such as student need and enrollment; however, at no time shall the caseload  
22 exceed twenty-eight (28) students, in accordance with California Education Code.

23 **Caseload Waiver Process**

24 Education Specialists who agree to an RSP caseload waiver: If there is not Itinerant  
25 Education Specialist staff readily available to assume the excess caseload, substitute  
26 coverage for the corresponding Itinerant percentage shall be allocated and/or the  
27 Education Specialist will be offered voluntary time sheeting compensation for case  
28 management duties above 28 eligible students.

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30 **SPECIAL EDUCATION RATIOS**

31 To ensure instructional efficacy and manage professional workload, the following  
32 standards apply to middle and high school general education classrooms:

33 A ratio of **33% has been** established for students with Individualized Education  
34 Programs (IEPs) relative to the agreed upon class targets in any single middle or high  
35 school general education section. This ratio is designed to ensure the diverse learning  
36 needs of all students are met and to maintain manageable workloads regarding IEP  
37 documentation, meeting attendance, and specialized instruction. The 33% is calculated  
38 as a percentage of the class size targets, as outlined in SECTION VII - CLASS SIZE  
39 AND STAFFING of the bargaining agreement. Specifically, the class size target is used  
40 as the denominator and the number of students with IEPs is the numerator. Homeroom  
41 and classes specifically designed for students with IEPs, such as Learning Strategies,  
42 are excluded from the 33% ratio.

43 Administration will make every effort to balance classes as master schedules are being  
44 built. In the event a class section exceeds the **33%** ratio, the administration shall meet

1 with the General Education Teacher and the Education Specialist/Instructional  
2 Assistant. This meeting shall serve to:

- 3 1. Review the specific circumstances necessitating the enrollment ratio.
- 4 2. Develop a formal Support Plan, which takes into account the unique  
5 circumstances and may include adding support such as, but not limited to:  
6 additional support staff, additional prep time, etc.

### 7 **SPECIAL EDUCATION TEACHER SIGNING AND RETENTION BONUS**

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10 In order to address hiring shortages in specific special education teaching positions that  
11 are “difficult to fill,” PUSD offers a \$6,000 signing and retention bonus to Education  
12 Specialists hired to teach in the following areas: Visually Impaired, Orientation and  
13 Mobility, Deaf and Hard of Hearing, and Extensive Supports/Moderate/Severe. Signing  
14 bonuses are paid in accordance with the stipulations below.

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16 1. Eligible teachers will possess the appropriate preliminary or clear special  
17 education teaching credential required for the teaching assignment.
- 18 2. Teachers eligible for the signing and retention bonus will receive \$750 at the  
19 completion of each of the first eight (8) semesters employed in the position.
- 20 3. If PUSD releases a teacher from employment prior to the completion of 8  
21 semesters of teaching, they are not eligible to receive the balance of the \$6,000  
22 signing and retention bonus; however, they are not obligated to repay the signing  
23 and retention bonus paid and earned to date.
- 24 4. If PUSD releases the teacher prior to the end of a semester, the teacher is not  
25 eligible to receive \$750 for that semester.
- 26 5. If the teacher resigns from PUSD prior to the completion of 8 consecutive  
27 semesters of teaching, they may be obligated to repay the District for the signing  
28 and retention bonus they have earned to date.

### 29 30 **SPECIAL DAY CLASS (SDC) RELEASE**

31 Due to the unique demands of TK-Adult Transition Special Day Classes, SDC teachers  
32 have the option to secure substitute coverage to allow for dedicated, focused time to  
33 conduct necessary student assessments and to thoroughly prepare for IEPs. This  
34 coverage can be scheduled in half-day or full-day increments. This administrative release  
35 time will be covered by Special Education funds.

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37 \*Preschool Education Specialists (ECSE) have dedicated time within their contracted  
38 workday specifically allocated for completing case management tasks. This ensures that  
39 they can effectively manage their caseloads and fulfill all necessary requirements.  
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BLOCK DAY FORMULA	
# of students	# of days/year
6 and under	½-1 day
7-8	1 ½ days
9-12	2 days
13-14	2 ½ days
15+	3 days

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**TRANSITION IEP RELEASE TIME**

Education Specialists may access release time/substitute coverage to support coordination and teacher participation in transition IEP meetings. Comparable release time/sub coverage is also available for one general education teacher participant in each transition IEP meeting (typically from the sending IEP team/site). This release time/sub coverage applies to all Education Specialists who will be attending transition IEP meetings (this is inclusive of RSP/SAI teachers and SDC teachers).

# of Transition Meetings (Elementary & D39)	# of Transition Meetings (Middle/High)	Sub Release Days (SPED) (For each ed. specialist present in meeting. One per site per meeting.)	Sub Release Days (Gen. Ed.) (For one gen ed teacher present in meeting.)
5-7	8-10	0.5	0.5
8-14	11-17	1	1
15-21	18-24	1.5	1.5
22-28	25-31	2	2
29-35	32-38	2.5	2.5
36-42	39-45	3	3
43-49	46-52	3.5	3.5
50-56	53-59	4	4
57-63	60-66	4.5	4.5
64-70	67-73	5	5
71-77	74-80	5.5	5.5
78-84	80-86	6	6
85-91	87-93	6.5	6.5
92-98	94-100	7	7

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**ELEMENTARY RSP RESOURCE SPECIALIST SUPPORTS**

- Itinerant Education Specialist Caseload Support: The intention of Itinerant Ed Specialist support is to help balance the caseload needs at the site. Teachers who work a .2 (up to 5.6 students), .4 (up to 11.2 students), .6 (up to 16.8 students), or .8 (up to 22.4 students) contract at a site will:
  - Carry a caseload and will be responsible for the full scope of Resource Education Specialist duties associated with these students, both direct student services and the IEP case management.
  - Service and case management responsibilities shall be distributed in proportion to the itinerant’s time on campus, such that staff with reduced availability are assigned students whose service needs can be met within that limited time.
  - Share assessment responsibilities for initial IEPs.
  - Site Resource Ed Specialists caseloads will be monitored throughout the year, with the goal of any itinerant movement occurring at natural breaks (November, December, February, and Spring Break).

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- Use of Time Banking Days for IEP Meetings: To limit the number of IEP meetings before and after school, and to support the participation of all IEP team members, the parties agree that, one Time Banking Day per month may be used to conduct IEP Meetings during the Ed Specialists' workday.
- Math Student Consumables: Education Specialists will continue to have access to district required math curriculum, including online resources, which will provide them with access to the student workbook pages for each unit of study for all grade levels, TK-5.
- IAT Meetings: To eliminate redundancy of paperwork, Ed Specialists and Speech Language Pathologists shall have site-level access to the Rtl console and other relevant student records.