

DISTRICT PROPOSAL  
12/14/2017, 5:00 pm

Memorandum of Understanding  
Article VI - Class Size

Whereas the District and the Salinas Valley Federation of Teachers (SVFT) 2016-2017 negotiations included Article VI - Class Size; and whereas Article VI subsections E, F and G address the ratios of and services to students with disabilities (SWDs) in general education classes; and whereas the District commissioned an External Review of its SPED programs and services; and whereas the External Review Report was received by the District on March 29, 2017; and whereas the External Review contained findings and recommendations which, in part, addressed "co-teaching" and "push-in" models of instruction; and whereas a District Special Education Leadership Team began meeting during the summer of 2017 to begin work on a plan for the District's Special Education Program which assumes and includes the practice of co-teaching and is in the process of developing and implementing the plan; and whereas educating students with disabilities requires significant resources and staffing in order to meet their needs in accordance with the Individuals with Disabilities Education Act; the District and SVFT agree to the following terms:

1. Language contained in Article VI - Class Size, subsections E, F and G will remain as status-quo for the 2016-2017 and 2017-2018 school years.
2. For the 2018-2019 school year, the District shall seek volunteers for co-teaching between March 15 and April 30th of the school year prior to the co-teaching year of assignment at each school site. Should there not be enough volunteers, the District shall have the right to assign appropriately credentialed staff to co-teaching assignments to meet the identified needs of the students.
3. All unit members assigned to co-teaching for the 2018-2019 school year shall be provided one of the following three options for up to twelve (12) hours for pre-planning their co-teaching assignment preceding the year of the co-teaching assignment:
  - a. EWA for pre-planning prior to the end of the school year;
  - b. release time for pre-planning prior to the end of the school year;

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- c. EWA for pre-planning time during the summer.
4. The following terms will be in effect for the spring semester of the 2017-2018 school year and the 2018-2019 school year unless superseded by subsequent negotiations:
- a. The number of students with disabilities in a co-taught class, whose IEPs identify the subject area of the class as a service area for the student or whose IEP indicates co-teaching as an instructional delivery model for that subject, shall not exceed thirty-three percent (33%) of the total class roster. This limitation shall not apply to students receiving itinerant services only, such as speech, vision, and hearing and orthopedic services.
    - i. Co-teaching is defined as a general education teacher and Education Specialist who are assigned to teach the same section(s) on a daily basis or corresponding frequency if a site's bell schedule includes classes on alternating days.
    - ii. Education Specialists shall not be assigned to more than two (2) co-teaching preparations.
    - iii. Co-taught courses shall count as a separate preparation under Article VI - Class Size, Subsection S (Teacher Preparations).
    - iv. Education Specialists shall share a preparation period with the teacher(s) with whom they co-teach during the school year. If it is not possible to schedule the general education co-teacher's preparation period during the Education Specialist's preparation period, then the Education Specialist and the general education Teacher shall mutually agree to plan with one another through one of the following options:
      - 1. Co-plan during the Education Specialist's Conference period.

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2. Be provided with up to two (2) periods (X or Y period) per week paid at the per diem rate under an extra work agreement. (Bargaining unit members with an extra period contract shall not be eligible for additional per diem payment.)
  3. Co-plan during up to two (2) release day(s) per month per the unit members' discretion.
- v. Unit members assigned to co-teach shall be provided an Extra Work Agreement (EWA) for up to eighteen (18) hours per semester for work required in addition to preparation time. This time may be used for:
1. Co-planning lessons and designing instructional routines,
  2. Identifying models of co-teaching which will be utilized for specific lessons and units,
  3. Coordinating grading,
  4. Modifying and adjusting assignments and assessments per student IEPs,
  5. Any other activities related to instructional services as specified in students' IEPs.
- b. The number of students with disabilities in a class that follows the "push in" model, whose IEP's identify the subject area of the class as a service area for the students, shall not exceed twenty and one half percent (20.5%) of the total class roster. This limitation shall not apply to students receiving itinerant services only, such as speech, vision and hearing and orthopedic services. In class-support in the "push-in" model shall be defined as a classroom setting where a support provider who is a SVFT member, member of another bargaining unit or an employee of a contracted outside agency provides support to students from the start to the end of the instructional period.

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Should the support provider be absent from the supported classroom, a substitute support provider shall be assigned to the classroom subject to substitute availability, preferably an Education Specialist and in accordance with Article XVI. of the bargaining agreement (In-lieu Substitute Service).

- c. The number of students with disabilities in a general education class that receives no additional support and whose IEP's identify the subject area of the class as a service area for the students, shall not exceed eleven percent (11%) of the total class roster. This limitation shall not apply to students receiving itinerant services only, such as speech, vision and hearing and orthopedic services.
5. Beginning February 1, 2018 and ongoing for the 2018-2019 school year, the District shall provide Professional Development in the writing and calibration of IEPs to Education Specialists, Site Administrators, and at least one member of the 2016-2017 SVFT Negotiations Team, that is consistent with the language in this MOU and pursuant to the terms of this agreement.
  6. By June 1, 2018, the District shall require school sites to lock in all co-teaching assignments in site master schedules. School sites shall include additional capacity in co-taught sections to allow for transfers and/or increased enrollment of students with disabilities between June 1 and August 1 prior the start of the 2018-2019 school year.
    - a. Language in this section shall not apply if a bargaining unit member assigned to co-teaching in the master schedule leaves the District after June 30, 2018.
    - b. Extra co-taught sections created for capacity may be reduced by the District at any time.
  7. By June 30, 2018, the District shall provide Professional Development that includes co-teaching strategies, with expertise in grading, scaffolding, accommodations, modifications to curriculum, materials, and content area



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