

FEBRUARY 2, 2022

TENTATIVE AGREEMENT

HEMET TEACHERS ASSOCIATION TO THE HEMET UNIFIED SCHOOL DISTRICT

NEW ARTICLE 19: SPECIAL EDUCATION

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19.1. Definitions

- 19.1.1. "Caseload" is the number of students with Individualized Education Programs (IEP's) for whom the special education Bargaining Unit Member acts as case manager. When accounting for caseload, each student is counted as one (1), regardless of the quantity of services on their IEP.
- 19.1.2. Co-teaching is defined as a model in which a general education teacher and a special education teacher regularly instruct, support and assess, in a general education setting, students with and without IEPs.

19.2. Joint Special Education Committee


- 19.2.1. Both parties agree to a Joint Special Education Committee (JSEC) to address and make a good faith effort to resolve District-wide special education issues that are non-bargainable. This committee shall be made up of eight (8) individuals, four (4) of which shall be appointed by the District and four (4) shall be appointed by HTA.
- 19.2.2. The District shall appoint a co-chair and HTA shall appoint a co-chair. Meeting chair responsibilities shall rotate between the District and HTA. Meeting agendas shall be created jointly between the co-chairs.
- 19.2.3. Issues raised in the JSEC meeting shall be supported by relevant data, if applicable.
- 19.2.4. The JSEC shall meet at least four (4) times throughout the school year. The first meeting shall occur no later than the fourth week of August. At the final committee meeting of the school year, the Committee shall schedule the first meeting of the following school year.
- 19.2.5. Unit members concerned about excessive workload may present their concerns to the JSEC to explore possible solutions.
- 19.2.6. Individual special education concerns may be raised in the periodic meetings between the Special Education Department and the HTA President.

19.3. Instructional Aides

- 19.3.1. Instructional Aides shall be assigned as needed or designated by the Individual Education Program (IEP). Special Education Teachers shall be consulted as to the scheduling of such aides, but the District shall make the final assignment.
- 19.3.2. Special education instructional aides shall not be pulled from their special education assignment to serve as substitute aides in the general education program.
- 19.4. Scheduling of IEP Meetings
 - 19.4.1. The District shall make every effort to schedule IEP team meetings within the Unit Member's regular duty day and outside of their preparation period.
 - 19.4.2. If the IEP team meeting goes beyond the regular contractual hour, Unit Members shall be compensated at the R&D rate (Appendix C) upon the submission of a Hemet Unified time card.
 - 19.4.3. Case Managers shall ensure that members of the IEP team are properly invited with advance notice (10 days), when practicable.
- 19.5. Inclusive Practices
 - 19.5.1. All Special Education classrooms shall have all core instructional materials as afforded by the Williams Act.
 - 19.5.2. All Special Education Teachers shall be provided applicable core curriculum training.
 - 19.5.3. Additionally, site administration shall take into consideration all instructional programs on campus when planning for ancillary materials and equipment.
 - 19.5.4. Co-teaching
 - 19.5.4.1. Participation in a co-teaching model shall be on a voluntary basis year to year.
 - 19.5.4.2. The general education teacher must hold a clear credential (or equivalent).
 - 19.5.4.3. Unit members participating in the co-teaching model shall receive separate and distinct evaluations as outlined in Article 15 of the Collective Bargaining Agreement (CBA).
 - 19.5.4.4. The number of students with IEPs (not including those who have a speech only IEP) in the co-teaching class shall not exceed twelve (12).
 - 19.5.4.5. Every effort shall be made to provide common planning time for the co-teaching partners.

- 19.5.4.6. Both unit members assigned to co-teaching classes shall participate in instruction within the classroom on a daily basis. Substitute teachers for either unit member shall be provided due to an absence, including during IEP meetings. If a substitute is not available, the District shall follow its substitute protocol.
- 19.5.4.7. Prior to or concurrent with the implementation of the co-teaching model, both the special education and general education teachers shall be trained in the co-teach model. If such training occurs outside of the normal work hours, such training shall be voluntary and teachers shall be compensated at the R&D rate.
- 19.6. District-based employees shall not be assigned supervision duty at their assigned school sites.
- 19.7. The caseload of the SLPs serving both school-age and preschool children shall be reduced proportionally to reflect the amount of the SLP's assignment devoted to preschool. For the purposes of calculating caseloads, preschool children shall count as 1.25 students.
- 19.8. Case Management
 - 19.8.1. Special Education classroom teachers who are providing core instruction and also manage a caseload shall receive an annual stipend as outlined in Appendix C-4.
 - 19.8.2. Special Education classroom teachers may request release time for the purposes of case management.
- 19.9. Extended School Year (ESY)
 - 19.9.1. ESY is a service listed on a student's IEP.
 - 19.9.2. ESY is a voluntary assignment for Unit Members.
 - 19.9.3. ESY assignments shall be compensated at the summer school rate in Appendix C-4 in the CBA.
- 19.10. Special Education Teacher Site Collaboration Time
 - 19.10.1. Unit Members who teach special education require additional support and collaboration time to address the individual needs of the students and maintain compliance with legal requirements. Collaboration regarding this topic is encouraged between site administration and Unit Members.
- 19.11. Evaluation
 - 19.11.1. Psychologists and Behavior Specialists shall be evaluated by the immediate supervisor.
 - 19.11.2. Speech Language Pathologists shall be evaluated by the immediate supervisor.

19.11.3. Employee Evaluation and Observation Procedures in Article 15.10 shall apply to Psychologists, Behavior Specialists and Speech Language Pathologists.



Dr. Derek Jindra
Assistant Superintendent

2/2/22

Date



Tamara Jaimez
HTA Lead Negotiator

2/02/22

Date