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:

Self Contained Program Type	**Mild/ Moderate**	**Extensive Support Needs**	**Autism Low Support Needs**	**Autism Extensive Support Needs**	**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		12	-	-	-	12	-
TK - Kindergarten		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	12	12	12	24
Grade 7-8	16	12	14	12	12	12	24
Grade 9-12	20	14	14	14	14	n/a	24

For TK-5, class sizes in excess of the above number, teachers will be paid ~~$50~~ 100 per student per month.

For grades 6-12, class sizes in excess of the above number, teachers will be paid ~~$30~~ 60 per student per month.

Elementary special education classes shall not contain more than two grade levels.

Caseloads

Resource Specialists	28:1 Ed Code 56362 (c)
Middle School Specialized Academic Instruction Teachers	27:1

When a 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.

When a Resource Specialist is at maximum caseload and has at least two (2) open assessments, the district shall provide assessment support. This support shall consist of completing assessments and report writing.

The Adaptive Physical Education teacher shall not be assigned a rostered physical education class at any site.

Any grade TK-5 Special Education SDC Elementary teacher required to teach a combination class, with ~~three~~ two (~~3~~ 2) ~~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 K/1 class receive an additional one thousand dollars ($1,000).

b. Special Education Teacher Release Time:

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

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 or after the school year has ended to assist them with their caseload management. Caseload determination shall be completed prior to the optional pre-service days. 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) 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. All elementary Special Education Teachers shall have a substitute teacher coverage for case management days. Days not used in the current year shall not roll over into the next school year. Days must be pre-approved by the site principal and worked on-site. Administration shall provide designated workspace.These days are not to be used to hold IEP meetings.

Preschool special education teachers shall receive two (2) half-day release days during instructional time during spring trimester in order to assess students on their caseload for kindergarten transitions.

All Secondary (grades 6-12) Special Education Teachers serving Special Education students and assigned a Special Education student-caseload, 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 the site principal and worked on-site. Administration shall provide designated workspace. 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)~~ two (2) non-teaching testing special education department period. The Education Specialists assigned these testing periods shall not be required to substitute or cover other classes during the testing period.

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).

c. 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**.**

2. Speech Language Pathologists

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

*The District and VUEA agree with SLPs playing a central role in responding to students in need of intervention based on the results of the reading difficulty risk screener (RDRS), mandated by the state. We have an interest in working collaboratively during the 25-26 school year towards adopting a workload model that is inclusive of both SPED caseload and MTSS (non-SPED) interventions.

Average SLP Caseloads are comprised of all students receiving speech services, not just students with speech services designated in an IEP.

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.

4. The parties mutually agree that Article 31 shall be an additional re-opener for the ~~2025-2026~~ 2026-2027 school year~~.~~