

Article 26

26 Special Education Services

26-1 The District and JCEA acknowledge and value the unique challenges inherent in Special Education job responsibilities including, but not limited to:

- A. Meeting IDEA deadlines and requirements which include, but are not limited to **determining** Special Education eligibility, **developing and** conducting Individual Education Program (IEP) reviews, **and conducting** manifestation determinations, **progress monitoring, data collection, and Medicaid reporting where appropriate.**
- B. Clinical licensing requirements through the Department of Regulatory Agency (DORA) **and the American Speech and Hearing Association (ASHA)** (i.e. school social workers/school psychologists, occupational therapists, SLPs, and physical therapists).
- C. Supporting, collaborating, and understanding multiple grade levels and the standards for each.
- D. **Enlisting Including** administrators **to support in safeguarding dedicated time for fulfilling the legally required responsibilities, protecting on of time during contract hours to complete legally required responsibilities.**

26-2 **Special Education Continuum of Supports and Services**

The District and the Association recognize that in order to ensure students with **IEPs special needs** and students who are at-risk achieve educational standards, it is necessary to provide specialists trained in the various areas of **educational need development**. The District agrees to provide special education educators/diagnosticians, school psychologists, **school** social workers, educational consultants, speech/language specialists, and other specialized personnel to provide services **across a variety of settings** to our students in need **as part of Jeffco's continuum of support and services for students with IEPs.** Support/setting options include but are not limited to:

26-2-1 Multi-Tiered Systems of Support and Special Education
MTSS is a continuum of academic and behavioral instruction and intervention that includes special education as part of Tier 3 intervention and support. Special education providers are a part of the continuum of interventions and should be seen as a resource for general education teachers to better support students regardless of special education status. is a whole-school prevention-based framework of team-driven data-based problem solving for improving the outcomes of every student through family, school, and community partnering and a layered continuum of evidence-based practices applied at the classroom, school, district, region, and state level. This is a general education process but should involve special education

~~personnel.~~ The District will provide training and support for schools to implement MTSS with fidelity. **moved from 26-14**

26-2-2 Specially Designed Instruction (SDI):

- a) Adapting content, methodology or delivery of service to appropriately meet the needs of students on IEPs
- b) Addresses the needs of a student resulting from their educational disability
- c) Meant to ensure access to the general education curriculum or master Extended Evidence Outcomes (EEOs)
- d) Meant to target deficits in foundational skills, as opposed to primary instruction, which is designed to introduce new content or develop new skills. It can also preview or review content skills if this supports targeting those deficits
- e) Not intended to replace primary instruction

26-2-2-1 SDI should accelerate student progress beyond what is possible in general education alone. It includes systematic and explicit instruction and is progress-monitored for short and long-term goal effectiveness. Specially designed instruction can be provided in a variety of settings at any age or grade level with varying degrees of intensity, including, but not limited to: instruction in regular classes, co-taught classes, special classes, special schools, home instruction, and instruction in hospitals and institutions, etc and will be determined by the special education team based on student need.

26-2-2-2 Co-teaching is a partnership or collaboration between two or more instructors, consisting of one general educator and one special educator. It involves the distribution of responsibility among both educators for planning, instruction, and evaluation for a classroom of students.

26-2-2-3 Training in co-teaching will be provided to general education and special education staff who are assigned to co-teach together, and teams who co-teach are encouraged to attend. If the professional learning is offered outside of the 40 hour workweek, educators will be compensated per 17-10-2.

26-2-2-4 When special educators are co-teaching in general ed classes some instructional models may include: supportive co-teaching, parallel co-teaching, complementary co-teaching, or team teaching. The appropriate model will be selected by the special education team in collaboration with their general education partner based on student need.

26-2-2-5 Secondary caseload limits will apply in accordance with article 8. Should a team choose to use a team teaching model, a common plan time will be provided to allow for consistent collaboration and effective lesson design.

26-2-3 Center-Based Programming

When the nature or severity of a student's disability is such that satisfactory progress cannot be achieved in the general education setting, the district makes available AN, ASD, DHH, and SSN, and AN elementary center programs to intensify support for some students and provide students with an education in the most appropriate, least restrictive environment. ~~students to effectively support their needs and serve them in the most appropriate least restrictive environment.~~

26-2-3-1 Building administrators will collaborate ~~work with~~ center program teachers to create a plan for coverage when there is a teacher or paraeducator ~~who is out~~. When there is not enough staff to meet student and staff safety needs, the central special education department will be contacted by building administration to provide additional support. The plan will be reviewed quarterly and may be amended to best serve students.

26-2-3-2 To the greatest extent possible center based teachers will not span more than 2 grade levels. If not possible the teacher and admin will have a collaborative conversation and the teacher will be paid at per diem rate.

26-2-3-3 When starting a new initiative or training on curriculum that is mandated to be used the district will provide training that supports teaching multiple grade levels.

26-2-3-4 All Center programs will maintain the same student to staff ratio (including teacher).

26-3 A collaborative committee(s) will be established to actively solicit district-wide educator and administrator feedback regarding ~~Special Education Exceptional Student~~ Services. This committee will be created with special education leadership and the Association collaborating to create a diverse committee that will reflect job type and geographic diversity. Members will include Learning Specialists, mental health professionals, motor services, speech language pathologists, center-based educators, nurses, Early Childhood Special Education (ECSE), and other specialists.

26-3-1 The committee(s) will be large enough to represent a diversity of **special** educators but small enough to function efficiently. The Executive Director **or one of the** ~~and two~~ Directors **and at least one** ~~or~~ Assistant Directors will also be members. **At least annually and in collaboration, the district special education department and a member of JCEA will survey special education providers to solicit members for the central collaborative committee.** In general, the committee(s) will follow best practices as outlined in Article 10 **and must meet at least four (4) times per school year.**

26-3-2 ~~Topics the committee may~~ The committee(s) will explore ways to **address caseload/workload concerns,** **create equitable staffing ratios and allocations and address** professional development needs, best practices in instruction, and other topics that will improve the delivery of special education **and related** services. The committee(s) will identify problems and possible solutions to be more broadly considered with all special ~~education~~ educators. This includes opportunities for equitable staffing in high-need situations such as Title 1 schools, dual language programs, **ECSEs, schools with center programs,** and schools that may require **a half-time special education staff learning specialist.**

26-4 Hiring; Reassignment and transfer

26-4-1 Teams who provide district-wide services such as school psychologists, **school** social workers, speech language pathologists, **occupational therapists, physical therapists, orientation and mobility specialists, adaptive PE teachers, motor staff (commonly called special education and related services providers—SERS),** assistive technology assessment team (ATAT), **vision, teachers of the visually impaired, teachers of the deaf deaf and hard of hearing (DHH),** audiologist, early childhood special education staff, **and center program staff, behavior analysts, transition staff, child find team, and our private homeschool partnership team** will be considered District-based positions.

26-4-2 District-based staff may be reassigned due to changes in program location, specific building need**s,** or student need**s** across the District. In cases of reassignment, the District will make every effort to assign staff within a requested geographic area. Reassignments are to occur prior to schools posting individual positions. Reassignments will be made only when necessary to adjust for student numbers; consistency for students and staff will be a high priority when considering reassignments.

26-4-3 District-based positions will be filled first through District reassignment, and then through District-level interview committees with qualified practitioners participating.

26-4-4 Special education Learning Specialists are considered building-based positions. The District will assist in pairing Learning Specialists, when needed, as split-site Learning Specialists in multiple schools.

~~26-4-5 Preschool special education positions will be staffed by special educators who specialize in preschool education, either through licensure, preference (when possible) or experience (when possible).~~
Moved to 26-12

26-4-~~6-5~~ The District will attempt to hire bi-lingual special educators ~~SPED practitioners~~ for appropriate placements.

26-5 Evaluation

Special education staff will be evaluated by a building administrator if they are assigned to one (1) or two (2) buildings. ~~If special education staff are split between two schools, the assigned evaluator primary building administrator will gather input from the secondary building administrator to be included in the evaluation process.~~ If assigned to more than two (2) buildings, they will be evaluated by special education administrators. Special education educators may be evaluated in consultation with special education administrators **and/or coordinators** who understand the nature of the individual's job responsibilities.

~~26-5-1 At least annually, evaluators must attend training on job duties, responsibilities, and the specific evaluation rubrics for all special education providers they are responsible for evaluating.~~

26-6 Special Education Scheduling

26-6-1 Schedules for Learning Specialists and other Special **Education** educators ~~Related Services (SERS) personnel~~ will be determined in consultation with the employee, school-level **special education SPED** teams, and ~~the a~~ building **administrator principal(s)**. Special Education administrators may assist if ~~needed~~ **requested**. Mid-year changes to assignments may require adjustments to schedules.

26-6-2 ~~Special educators Learning Specialists and SERS personnel~~ may contact the **school building** administrator and/or **Special Education**

Student Success Department if planned and scheduled paraprofessional or other supports are changed regularly, without notification, such as when staff is used for duties such as lunch or recess duties, to problem solve meeting needs of classrooms and students **for assistance with problem-solving.**

~~26-6-3 Special Education providers will work XX additional contract days may request form their direct supervisor up to three (3) additional working days per school year. for duties including but not limited to: These requests must be made to the direct supervisor prior to the required educator yearly contract start date to provide time for planning, scheduling, reviewing IEP documents, holding transfer meetings, communication with families, meeting with staff in other buildings to prepare for transitioning students to different levels, etc. This time will be mutually agreed upon by the educator and the administrator. Compensation for these days will be paid at at be per diem rate for each day worked. The District will provide a process for building administrators to be reimbursed for this cost.~~ **Moving to 26-15-3**

26-6-4 Special **educators education providers** will receive plan time and a duty-free lunch in accordance with Article 5, Time Management in order to ensure they have appropriate time to plan for instruction and complete legally binding IDEA mandates and obligations. This will be scheduled using the collaborative structures per Article 10.

26-6-5 In accordance with Article 10, Collaboration and Shared Leadership, and to ensure students' needs are met, school, Collaborative structures will include and use input from Special **Education Providers Educators** when creating master schedules and calendar changes.

26-6-6 In order to ensure adequate coverage in the event of an absence, the **special education SPED** team will work with **building** administration to create coverage plan(s) to protect plan time in accordance with Article 5.

~~26-9-1-3~~ **26-6-7** Special education providers will collaboratively partner with administrators to determine an appropriately private space is available when needed, for conferences, **meetings**, testing and interventions. General workspace may be shared, depending on school space availability, however, a quiet and private space must be prioritized when special education providers need to test or hold confidential meetings.

26-7 Staffing Allocations

26-7-1 Allocations will be determined using the student enrollment from the 1st round choice enrollment window after December count and after the enrollment process is completed or by the 1st of February the first round of choice school enrollment. After allocations

are determined, the Central Special Education Department will send projected allocations to schools. Schools will review and verify data with stakeholders such as principals, enrollment secretaries, and special education professionals to ensure the allocation numbers provide adequate support in meeting the needs of students with IEPs.

26-7-2 Allocations will be reviewed in late July to determine if staffing allocations are still appropriate. Adjustments will be made, if necessary, as soon as possible in August.

26-7-3 General staffing allocation plans will be shared with the Association after they have been reviewed by schools and shared with special education educators in the spring semester and after the July review. the initial allocations are determined each spring, and after their review in July of each year.

26-7-4 Allocations will be made to ensure special education staff caseloads do not exceed what is put forth in Article 8 and Appendix F.

26-8 Split-school Assignments

26-8-1 Should a special education educator have to split positions between schools, the District will make every effort to allocate caseloads that will not exceed that of the recommended guidelines. Should there be an increase to the number of students with IEPs, the District will make every effort to redistribute allocations to create a 1.0 position to account for the increase.

26-8-2 Special education educators in a split-site assignment will be able to collaboratively create, with the split-site administrators, a schedule that best meets the needs of students and addresses their minutes accordingly.

26-8-2-1 Split-site special education educator schedules will generally have schedules that eliminate travel during school days. In the event the schedule requires in-day travel, caseload will be considered to accommodate travel requirements. Mileage reimbursement will be provided by one of the schools determined by building administrators.

26-9 Duties and responsibilities

26-9-1 Case Manager and Special Education Provider Planning and Time Management

26-9-1-1 Case managers will provide general education teachers and building administrators who have a legitimate educational interest or need to know with IEP snapshots and behavior intervention plans (BIPs) and will hold meetings with classroom teachers as soon as possible at the start of the school year and ongoing, as needed, to support their work with students on who have IEPs.

26-9-1-2 Ongoing collaboration is encouraged between general education and special education staff to maintain access to on-grade curriculum standards and expectations.

~~26-9-1-3 Special education providers will collaboratively partner with administrators to determine an appropriately private space is available when needed, for conferences, testing and interventions. General workspace may be shared, depending on school space availability.~~ **MOVED to 26-6-7**

~~26-9-1-4 In accordance with Articles 5-3-9 and 10, Special Education Providers will be not assigned before and after school supervision duties due to meetings, planning, and student support.~~ When student plans have required supervision prior to the start of the day and/ or after the school day, coverage plans will be collaboratively developed with the special education team and administration. This plan will be reviewed quarterly with the special education team and the principal to develop and review a schedule that provides for planning and lunch for all services providers. Service providers will not need to create plans for their duty free lunch and plan time. If consensus is not reached then the sped department will help the teams come to a decision.

Coverage plans should not impede a duty free lunch, plan, or exceed the 40 hour workweek, and if it does the staff will be paid the per diem rate per 17-10-2.

~~26-9-1-5 There will be a central evaluation team to assess students in all areas for all initial IEPs~~

26-10 Safety issues

26-10-1 The District will provide selected special education educators with training in de-escalation procedures (CPI). Any educator may request training in de-escalation procedures (CPI).

26-11 Meetings and Paraprofessional/Para-educator Supervision

~~26-11-1 The SPED collaborative committee will collect data around IEP meetings falling outside of contract hours during the 22-23 school year.~~

26-11-1 ~~1~~ The 22.5 hours of required additional work outside of the 40-hour schedule as described in Article 5 may be scheduled differently for **SPED special** educators. **Special educators will collaborate with administrators to determine which events or activities they will not be required to attend in order to offset IEP meetings and time spent completing legally required paperwork that fall outside of the contracted work day. They may be excused by their supervisor from some events in order to provide time to attend required meetings outside the work week.**

26-11-2 **Special** Educators will be provided training for supervision of para-educators and paraprofessionals and if required, their evaluation process, including the manner in which licensed educators will provide input.

26-12 Pre-School **SPED Special Education**

26-12-1 Preschool special education positions will be staffed by special **education** educators who specialize in preschool education, **whose expertise is in early childhood education. either through licensure, preference (when possible) or experience (when possible).** **From 26-4-5**

26-12-2 The district will provide all pre-kindergarten special education teachers with training in toileting, feeding procedures, and physical transfer procedures for highly impacted students.

26-13 Co-teaching

26-13-1 Co-teaching is a partnership or collaboration between two or more instructors, consisting of one general educator and one special educator. It involves the distribution of responsibility among both educators for planning, instruction, and evaluation for a classroom of students. Training will be offered to general education and special education staff who are assigned to co-teach together, and teams who co-teach are encouraged to attend. If the professional learning is offered outside of the 40-hour workweek, educators will be compensated per 17-10-2.

26-13-2 Learning Specialists who co-teach must be provided a common planning time with the educators they co-teach with. Secondary Learning Specialists will not teach and prepare for more than three (3) subject areas (per 8-5-9).

26-13-2 Models of co-teaching may include:

26-13-2-1 Supportive Co-Teaching: One teacher takes the lead instructional role and the other rotates among students to provide support. The co-teacher taking the supportive role

~~watches or listens as students work together, stepping in to provide one-to-one tutorial assistance when necessary, while the other co-teacher continues to direct the lesson.~~

~~26-13-2-2 Parallel Co-Teaching: Two or more people with different groups of students in different sections of the classroom. The groups are heterogeneous. Co-teachers may rotate among groups, and sometimes there may be one group of students that works without a co-teacher for at least part of the time.~~

~~26-13-2-3 Complementary Co-Teaching: Co-teachers do something to enhance the instruction provided by the other co-teacher(s). For example, one co-teacher might paraphrase the other's statements or model note-taking skills. Sometimes, one of the complementary teacher partners pre-teaches the small group social skills roles required for successful cooperative group learning and then monitors as students practice the role during the first lesson taught by the co-teacher.~~

~~26-13-2-4 Team Teaching: Two or more people do what the traditional teacher has always done-plan, teach, assess and assume equal responsibility for all the students in the classroom. Team teachers share the leadership and the responsibilities, while both deliver content and facilitate access. For example, the co-teachers fluidly present the information at the same time or model a partnership activity they want the students to do.~~

~~26-14 Multi-Tiered Systems of Support is a whole-school prevention-based framework of team-driven data-based problem-solving for improving the outcomes of every student through family, school, and community partnering and a layered continuum of evidence-based practices applied at the classroom, school, district, region, and state level. This is a general education process but should involve special education personnel. The District will provide training and support for schools to implement MTSS with fidelity. **MOVED TO 26-2-1**~~

26-15 Staffing Shortages or excess workload Additional pay

~~26-15-1 In the case of a learning specialist staffing shortage or a workload that exceeds the guide in Article 8, Appendix F, SPED educators and SSPs vacancy lasting longer than 30 days and that causes special educators' caseloads to exceed that which is outlined in the allocation guidelines, they will be paid at the additional one sixth (1/6th) rate per article 17.~~

~~26-15-2 For a learning specialist staff vacancy less than 30 days and that causes special educators' caseloads to exceed that which is outlined in the allocation guidelines, they will be paid at the per diem rate per article 17 for one hour per day.~~

who are taking on additional work will be compensated as follows:

- a) All educators who are teaching extra classes will be compensated in accordance with 17-10-1.
- b) Educators who are taking on writing additional IEPs or reports after the work day will be paid in accordance with 17-10-4.
- c) If an educator needs to miss their planning period in order to meet with students and provide service minutes daily for the entirety of their planning period, they will be paid at their per diem rate in accordance with 17-10-1.
- d) Continued coverage for an unfilled para position will be paid at the hourly rate in 17-10-6.

26-15-3 Special Educators ~~Education providers will be compensated for 3 5 additional work days work XX additional contract days may request form their direct supervisor up to three (3) additional working days per school year for duties including but not limited to: These requests must be made to the direct supervisor prior to the required educator yearly contract start date to provide time for~~ planning, scheduling, reviewing IEP documents, holding transfer meetings, communication with families, ~~meeting with staff in other buildings to prepare for transitioning students to different levels, etc. This time will be mutually agreed upon by the educator and the administrator.~~ Compensation for these days will be paid ~~at the at be~~ per diem rate ~~for each day worked~~. The District will provide a process for ~~this~~ building administrators to be reimbursed for this cost.

26-16 Center Programs

~~26-16-1 The district offers ASD, SSN, and AN elementary center programs to students to effectively support their needs and serve them in the most appropriate least restrictive environment.~~

~~26-16-2 Center programs will be combined into no more than 2 grade levels.~~

~~26-16-2-1 Relevant training will be offered to center program teachers who teach multiple grade levels. The topic of the training will be developed in collaboration with center program teachers in order to best meet the needs of educators and the students they work with. If the professional learning is offered outside of the 40 hour workweek, educators will be compensated per 17-10-2.~~

~~26-16-3 All Center programs will maintain a 2:1 student to staff ratio (including teacher).~~

~~26-16-3-1 Staffing will be provided to ensure students who attend center programs are safely dropped off before school and picked up after school. Students cannot be unattended as they transition to and~~

from school transportation. If educators must provide this coverage and do not receive their planning time, they will be compensated per 17-10-6.

26-16-3-2 Students who need special education services rely on special education staff and paraeducators. Special education staff must be with their students in order to provide services to students and therefore cannot be pulled to serve in other areas of the school, especially during times when they need to legally work with students who need special education services.

26-16-4 The school must ensure there is proper coverage for center based teachers to have a 30 minute duty free lunch and planning time per 5-3-6. Center program teachers will not be expected to write lesson plans for student instruction in order for center program teachers to receive their planning and lunch time.

26-16-5 At the beginning of each year, schools with Center based programs will create a plan for coverage when there is a teacher or paraeducator who is out. This plan will be created collaboratively with administration and will include any educators who do not have homeroom classes.

26-16-5-1 Learning specialists and other service providers will be a last resort for coverage as they have legally mandated minutes and services to provide.

26-16-5-2 In cases where there is a long-term gap in coverage, or when coverage cannot be provided due to scheduling conflicts, District Special Education Administration will provide coverage or support the team with finding coverage until the person returns or the vacant position is filled.

26-16-6 Schools based meetings and professional learning may not be relevant to the needs of Center program educators. If a Center program educator feels a school based professional learning is not applicable to their position they will have a collaborative conversation with their school administrator to reach a decision together regarding the learning. Center based educators may also attend district professional learning in lieu of school based if it is more applicable to their position.