San Gabriel Unified School District
Tentative Agreement with
San Gabriel Teachers Association
Article XI - Special Education and English Learners
May 19, 2026

ARTICLE XI
SPECIAL EDUCATION AND ENGLISH LEARNERS

A. Special Education Days of Work

Special Education unit members and general education who are participating in the coteaching model may work up to two (2) additional days (14 hours) outside of regular work hours anytime during the school year. Such additional days shall be paid at the teacher's per diem rate of pay. These days are for the purposes of planning and preparing student educational materials and IEPs for the current school year.

B. Special Education Professional Development

Special Education Teachers shall be exempt from attending eight (8) school site Professional Development meetings for the purpose of attending District Special Education Department meetings or Professional Development. A minimum of three (3) days shall be designated for Special Education Department professional development. The Special Education Director shall be responsible for notifying school site principals of the scheduling of the District Special Education Meetings or Professional Development. Special Education teachers will be expected to attend site level Professional Development when no District Special Education Meetings or Professional Development meetings are scheduled.

Periodically throughout the school year, special education teachers shall be surveyed by the Special Education Director regarding professional development interests and needs. The Special Education Director shall take teacher feedback into consideration when planning professional developments.

C. SPED RSP Class Size, Staffing Ratios, & Staff Support

1. SAI Teachers (All Grade Levels)

SAI teachers' caseload will not exceed 28 students, unless the teacher signs the waiver to allow the caseload to exceed 28 students. Additional adult support will be provided to ensure a student to staff ratio of at least 1:14.

2. SPED teachers of self-contained classes of all grade levels:

a) Mild/Moderate teacher's caseload and class size will not exceed 12 students, with a student to staff ratio of at least 1:5.
b) Moderate/Severe teacher's caseload and class size will not exceed 12 students, with a student to staff ratio of at least 1:5.
c) Adult Transition Program teacher's caseload and class size will not exceed 12 students, with a student to staff ratio of at least 1:5.

d) Autism teacher's caseload and class size will not exceed 8 students with a student to staff ratio of at least 1:4.
e) Severe Disabilities teacher's caseload and class size will not exceed 10 students with a student to staff ratio of at least 1:5

3. Compensation of $200 per month per student shall be provided upon agreement from the teacher to allow the above caseloads and class sizes be exceeded.

4. The assignment of intensive support services, such as 1:1 support shall be determined exclusively by the IEP team. Such a determination shall be based on objective data collected through a formal assessment process.

D. Documentation of Balanced Enrollment and Specialized Support Sections

1. Site level admin shall document efforts made to balance enrollment (across subject-alike sections of the master schedule) of students who have legally-binding accommodations (via a 504 or IEP) and/or those who are a Level 1 or 2 English Language Learners (ELL). Documentation shall include a percentage breakdown per roster of students with legally binding accommodations and/or EL Level 1 or 2, across all grade levels at the elementary level and site-specific for secondary level. This documentation shall be shared with members (1) 10 days after the beginning of the school year then (2) every trimester at the elementary level and (3) quarterly at the secondary level.

2. Counselors may use up to 6 additional days outside of their work hours, as provided for in the Counselor Salary Schedule (Appendix A), to collaborate with site administration regarding balancing the master schedule including, but not limited to, the equitable distribution of students with legally binding accommodations and/or are EL 1 or 2 within the master schedule.

3. The equitable distribution of students with legally binding accommodations excludes co taught classes with two credentialed teachers.

4. This language excludes designated English Language Development (ELD) instruction period and push-in or intervention instruction.

E. Supporting Students with IEPs in General Education Classrooms

It shall be the intent of the District and the Association to support the successful placement of students with IEPs in general education classrooms while also providing support to the classroom teachers associated with providing accommodations and/or modifications for students with IEPs. To that end, the District shall do the following:

1. To the extent possible, the District shall notify the affected unit member(s) before assigning students with IEPs into the regular classroom and provide the unit member(s) with a copy of the student's IEP at-a-glance.

2. Special Education Teachers and General Education Teachers who are operating within a co-taught environment shall have the right to schedule a day of planning time to review student IEP goals and to adjust academic plans and content scaffolds once per academic quarter/trimester. Both Special Education Teachers and General Education Teachers shall have the right and flexibility to choose the most effective instructional models based on their professional judgement Both the Special Education Teacher and General Education Teacher shall have equal responsibilities as teachers of record.

F. Individualized Education Programs (IEPs)

1. All unit members whose duties involve and/or are affected by an IEP will be provided the opportunity to provide input prior to the IEP meeting for developing, reviewing, and/or revising the IEP.

2. Whenever possible, IEP meetings shall be held during the workday and shall be scheduled outside of a Unit Member's designated preparation time.

3. Unit members shall make themselves available during the time that IEPs are scheduled. At the beginning of the meeting, the IEP team will review time constraints of all members of the team. If additional time beyond the workday is necessary to complete an IEP meeting, the IEP team shall determine whether to schedule an additional IEP date to be held during the workday, or to continue the IEP meeting beyond the workday. Unit members shall be compensated at their hourly rate for such additional time beyond the workday.

4. Unit members who are Case Carriers/Special Education employees shall adhere to all timelines as required by California Special Education code as well as the Codes of Federal Regulations as it pertains to Special Education and related services.

G. Case Management Support (IEP planning, assessment, and progress monitoring) 1. Elementary School Support - In order to prepare for, facilitate, and finalize IEP documents and meetings, the District shall provide all Elementary school unit members assigned to, RSP, and SDC up to (10) full release days per year, at no loss of pay or leave, upon request.

2. Secondary School Support - Depending on the master schedule, Middle School and High School Special Education Teachers will be provided two (2) sub release days per month or an assigned monitoring period, in addition to their preparation period within the instructional day for preparing for and finalizing IEP meetings, conducting assessments, holding IEP meetings if necessary, and progress monitoring. This release time will be scheduled with the site administrator.

3. SLP’s shall be given the equivalent amount of time as the teachers at their respective grade levels for preparing for and finalizing IEP meetings, conducting assessments, holding IEP meetings if necessary, and progress monitoring.

H. IEP Student Placement & Support

1. Unit Members may request an IEP amendment without fear of reprisal to discuss academic, behavioral, or socio-emotional concerns. The meeting shall be scheduled within thirty (30) calendar days.
2. When a student with an IEP persistently disrupts the learning environment despite 6 weeks of documented interventions, targeted data collection, and observations conducted by relevant support staff, the IEP team shall meet to review and revise services, supports, or placement within 30 calendar days.

3. Severe behaviors including but not limited to physical violence, threats of violence, persistent disruption, and major destruction of property (e.g. knocking over furniture, throwing hard objects or using them as weapons) shall be addressed in accordance with the student's IEP/BIP and District policy. Intervention will be provided as necessary to support staff and ensure student and workplace safety.

4. Unit Members shall not be required to independently manage hostile, aggressive, or high-profile parent interactions. Appropriate support shall be provided consistent with site procedures and District safety protocols.

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Date: _____