

MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN THE
LA MESA SPRING VALLEY SCHOOLS (District)
AND
LA MESA-SPRING VALLEY TEACHERS ASSOCIATION

5/31/17
A
B.E.L.
5/31/17

The District and the Teachers Association agree to the following:

The purpose of this Memorandum of Understanding (MOU) is to clarify that:

1. The Specialized Academic Instruction (SAI) delivery model within the parameters of the current collectively bargained agreement; specifically as applied to special education (RSP and SDC Mild/Moderate) for a limited period of time.
2. Retain all contractual rights on-going during the course of this MOU.

This MOU is in effect for the 2017-2018 school year, commencing August 7, 2017 and concluding June 15, 2018.

Article 4.1 H Special Education Clerical Assistance and Planning:

1. K-6 self-contained/departmentalized (as defined in Article 2), RSP and SAI teachers' assignments shall include at least ten (10) percent of their instructional time to complete assessment, scheduling and paperwork to satisfy IEP requirements and meet compliance issues.
2. Departmentalized RSP and SAI teachers shall have an additional preparation period or its equivalent for assessment, scheduling, collaboration, and paperwork to complete IEP requirements and satisfy compliance issues. Since La Presa Middle School has a unique block schedule, their RSP/SAI teachers' schedules will be adjusted accordingly.
4. Special Education teachers, with students on their caseload needing more than 50% of their day requiring special education services, shall receive two (2) hours of clerical assistance time per annual and triennial IEP, per year, to be used for scheduling and paperwork associated with IEP meetings. One annual IEP includes all meetings associated with completion of the IEP document. There may be numerous meetings to complete the IEP.
5. Clerical assistance shall be accessed through the site principal. It is expected that teachers will provide sufficient notice to allow the site principal to arrange for the clerical support. Typically, clerical assistance will be completed by a site employee or substitute.

Students on a SAI teacher's caseload will also be part of class rosters of general education classrooms and included in the class size count.

The staffing pattern for the SAI model is one SAI teacher and 2 paraprofessionals for 25 students with a hard cap of 28. If the caseload reaches 26 (and thereafter), the site principal, SAI teacher and special education staff will convene to determine the supports necessary for their caseload. The support considerations may include but not be limited to the following:

- (1) student assessment support (e.g., release time, substitute relief and/or additional certificated assessor);
- (2) additional paraprofessional support;
- (3) additional support by SAI Guiding Coalition;
- (4) support from the Site Intervention team; and,
- (5) Relief time

The composition of a SAI teacher's caseload (e.g., number of students at more than and less than 50% of SAI services), shall also be considered. During the summer months and into the 2017-18 school year, professional development opportunities shall be afforded to paraprofessionals.

Article 9.5 District-Initiated Site, Program Reassignment, as applied to the SAI Delivery Model provides as follows:

- A. District-initiated reassignments shall be made when determined to be desirable and in the best interests of the District.
 - B. Common reasons for district-initiated reassignment include, but are not limited to:
 1. Balanced staffing with respect to state/federal comparability guidelines.
 2. Compliance with any other state and federal guidelines.
 3. Boundary changes and/or reduction of facilities and/or staff.
 4. Enrollment changes and accompanying necessity to balance and equalize class size.
 - C. In initiating reassignments, the District shall utilize the following process and criteria:
 1. The site/program administrator shall solicit qualified volunteers.
 - a. In effectuating all reassignments, the District shall make every effort to first utilize employee- initiated requests from employees who qualify under the criteria as set forth in this section.
 - b. When a volunteer is not chosen to fill an available position, the District shall provide, upon request, written rationale for not fulfilling the volunteer's request.
2. District-initiated reassignment shall not be made for arbitrary, capricious, or punitive reasons.

3. The District shall take into account the employee's area of competence, training and background including highly qualified teacher status, credential, major and minor areas of study, and experience in the subject area(s).
4. The employee shall be consulted for input with opportunity to discuss a proposed reassignment with the responsible administrator. The employee shall have the right to request and receive written reasons for the proposed reassignment.
5. Consideration shall be given to the employee's preference(s).
 6. The District will attempt to apply the above elements in an equitable manner. When there are two (2) or more potential individuals to be reassigned, if both/all rank equally when the above criteria are applied, the employee with the least years of District service shall be reassigned.
 7. Except by mutual agreement, no employee may be reassigned more than once every two (2) years. The exception to this would be reassignments necessitated by declining enrollment or change in programs offered when no other person could be reassigned.
 8. An employee receiving an involuntary reassignment may request a meeting with the Assistant Superintendent, Human Resources, at which time he/she shall be notified of the reason for said reassignment. The employee may have an Association representative present at such meeting.
 9. The final decision shall be made by the Assistant Superintendent, Human Resources.

D. Assistance/Support

1. Employees who are involuntarily reassigned after the work year has begun and do not change classrooms shall be granted, upon request, one (1) school day release time to effect the change.
2. Employees who are involuntarily reassigned after the work year has begun and also change classrooms, shall be granted upon request three (3) school days release time to effect the change.
3. Release time will not be provided for assignments that take effect in the following work year.

E. Return Rights

In the event an opening occurs the following year in a position, from which an employee was reassigned, due to a change in enrollment, and that employee meets the qualifications to fill the vacancy, he/she will be given first consideration for said assignment.