

1/25/24

Bold Underline = OUSD Accepts OEA's proposed language

~~Strikethrough~~ – Rejected language

Bold and highlighted = New OUSD language

Article 21.24

Early Childhood Special Education Teachers

21.24.1. Definitions for Early Childhood Special Education Teachers

21.24.1.1. All relevant Articles of the Collective Bargaining Agreement shall apply to Early Childhood Special Education teachers unless specifically modified below.

21.24.1.2. Early Childhood Special Education (ECSE) Teacher may teach preschool-aged, transitional kindergarten, or a combination of both and is defined as a Self Contained Program teacher, or an itinerant preschool teacher.

21.24.1.3. Any time within an ECSE teacher's duty day that is not preparation, transportation loading time, a duty-free lunch, or other time prescribed by this agreement, shall be considered instructional time with students.

21.24.2. Early Childhood Special Education Program Expansion and Staffing

21.24.2.1. Reassignments may include, but are not limited to:

21.24.2.2. To provide services to students and to meet programmatic needs, the District reserves the right to reassign ECSE unit members, as needed, subject to sections 22.7 and 12.5.1.2 of the collective bargaining agreement.

1. Assignments to a class as needed to maintain staffing ratios;
2. IEP supports, including case management support during a period of vacancy or leave of another unit member; or
3. Completion of formal assessments for initial IEPs or reevaluations. To the extent that reassignments based on enrollment fluctuation become necessary, the District shall ensure assignments support students as close to the ECSE member's credential and developmental experience as possible and shall provide training in assessment measures as necessary.

21.24.2.3. The district will provide adequate staffing to ensure classrooms have coverage

during staff lunch and rest breaks. When possible, the following shall occur:

1. Teacher lunch breaks shall be provided toward the middle of the work day and within the first five hours of work, as arranged by the site administrator.
2. The teachers supervisor and/or site administrator will develop a plan for coverage; and
3. The plan will be shared in writing with the teacher by the 15th day of school.

21.24.2.4. The district will make efforts to ensure that ratios do not exceed the following minimum staffing ratios:

Program	Caseload Standard Ratio
Mild-Moderate	10 1:6
Moderate	10 1:5
Moderate-Extensive	8 1:3
<u>Itinerant</u>	<u>16</u> n/a

21.24.2.5. The District shall develop a cadre of staff who will be assigned to support groups of ECSE programs and create rotating coverage schedules to ensure Unit Member lunch breaks and satisfactory safety conditions for students. District shall make every effort to prioritize hiring for these Early Childhood Special Education positions.

21.24.2.6. **Itinerant teacher caseload will not exceed a soft cap of 16 students.;** ~~itinerant caseload will be kept to no more than 2 sites~~

~~21.24.2.7. If itinerant teachers' caseload is exceeded, or the teacher has a workload concern, a support plan will be co-created between the unit member and the appropriate administrator within 5 days of overage being reached.~~

21.24.2.8. **A unit member experiencing caseload overage or workload concerns may complete the adopted form to initiate a workload review process as delineated in Article 21.15.** ~~will be given the option to opt out of mandated professional development to work on case management documentation (eg. 1-2 students over caseload = 1 PD or PLC opt out, 3-4 students over caseload = 2 PD and/or PLC opt outs).~~

21.24.2.9. In order to ensure student safety, Early Education Special Education teachers will support student dismissal and transportation loading as needed. This shall not

infringe on teachers' prep time, collaboration and compliance time, duty-free lunch, and work-day.

21.24.3. Preparation Periods for Early Childhood Special Education Teachers

21.24.3.1. Thirty (30) minutes of each workday shall be a preparation period. 21.24.3.1.1. The employer may assign each teacher a daily common setup or cleanup task for up to 10 minutes, which may take place before or after

instruction. This shall not infringe on teachers' prep time, collaboration and compliance time, duty-free lunch, and work-day.

21.24.3.2. The employer shall provide each Early Childhood Special Education teacher with a minimum of four (4) sixty (60) minute preparation, compliance, and collaboration periods per week.

21.24.3.2.1. The ECSE teacher and employer may mutually develop a flexible schedule for preparation periods, as long as there is a total of 240 minutes of preparation, compliance and collaboration time weekly, and each preparation period is a minimum of 40 minutes.

21.24.3.2.2. The employer shall make every effort to provide time for collaboration among classroom staff, including support staff and general education teachers.

21.24.3.2.3. In addition to the above preparation, compliance and collaboration time (240 minutes per week), unit members will be provided the following periods guided, or led by, an administrator:

1. One sixty (60) minute family/IEP team consultation period per **month.**

21.24.3.2.4. ~~week~~

2. One sixty (60) minute professional development period ~~per month~~
three times per month (180 minutes monthly).

21.24.3.2.5. During all district Professional Development days, two (2) hours shall be designated for collaboration time between general education ECE teachers and ECSE teachers who are serving at least one (1) student with an IEP in a general education setting for the purpose of collaborating, preparing and adapting materials, or other activities deemed appropriate by the student's IEP team.

21.24.4. Other Provisions for Early Childhood Special Education Teachers 21.24.4.1. Teachers shall be informed in writing, within the first 20 days of school, a list of the names of the administrator(s) or designated LEA representatives to: (1)

attend IEP meetings, (2) provide basic classroom supplies, cleaning and sanitizing supplies, and materials and (3) provide assistance with IEP-related needs, including the provision of IEP-mandated materials and information about IEP procedures.

21.24.4.2. Early Childhood Special Education teachers shall continue to have access to funds for purchasing classroom materials, access to supplies and equipment, and access to instructional materials in a manner that is equitable to general education early childhood classrooms.

21.24.4.2.1. The District shall make every effort to include early childhood special education when applying for early childhood grants.

21.24.4.3. When considering classroom assignments on ECE sites, the District will ensure that all ECSE classrooms adhere to the space standards for state preschool facilities. Classroom materials will be distributed to ECSE classrooms in a manner that is equitable to general education early childhood classrooms.

21.24.4.4. Sites shall be provided with the supplies necessary to maintain safe and healthy classroom environments, including supplies for cleaning/disinfection of classroom surfaces, toileting/diapering supplies.

~~21.24.4.5. In order to accommodate the change from preschool only classes to combination preschool/TK classes, OEA members agree to complete any required paperwork and submit applications to CTC in a timely manner. OUSD will pay the processing fee for bridge credentials needed for the 2023-2024 school year, per eligible ECSE teacher, and provide credentialing support during this process.~~

21.24.4.6. Each itinerant teacher's site schedule shall be arranged by the coordinator to minimize instructional and program time loss due to travel time between sites. Itinerant teachers will be notified of assignments in advance of the school year and will have an opportunity to provide feedback on their site assignments. Itinerant teachers shall be assigned a workspace that has a desk and secure storage for instructional materials and IEP documents.

21.24.4.7. ECSE teachers shall have up to 2 representatives on the Special Education Joint Committee and up to 2 on the Early Childhood Education Faculty Council (pursuant to the CBA) to discuss ECSE-specific matters.

21.24.4.8. The District will provide caseload data for all ECSE teachers to OEA each month. If concerns arise, a meeting may be requested by either party which should be held within thirty (30) business days to determine next steps. This can either be a separate meeting or part of the regularly scheduled OEA/OUSD Joint Special Education Committee.

~~21.24.4.9. **Safety Conditions:** A unit member may request a safety review. Within 5 days of the unit member's request, a safety review including assessing staff placement, student placement, and/or additional supports that the IEP team would need to consider, shall be completed.~~

~~21.24.4.9.1: OEA will receive a copy of the safety review notes once the safety review has been completed and an action plan has been formulated.~~