

Article 21.15
Equitable Workload Pilot - Special Education Professionals

- 21.15.1 OEA and OUSD agree to implement a one-year pilot to explore a model that creates an equitable workload across Special Education professionals in OUSD. The pilot program shall continue for the 2024-25 school year.
- 21.15.1.1 The pilot shall affect the provisions in Sections 15.10.5, 15.10.6, and 21.14.3. All other provisions of the contract remain applicable to unit members included in the terms of the pilot.
- 21.15.1.2 Effective 2022-23, Resource Specialists shall serve an assigned caseload of students who participate in a general education classroom setting for at least half of their regular school day or more.
- 21.15.1.3 ~~Resource Specialists shall hold case management responsibilities as outlined in the Appendix section of this Agreement.~~ When a Resource Specialist reaches the soft cap of eligible students, the appropriate Special Education Director shall prepare a written plan of support within fifteen working days, to be implemented as immediately as possible if the placement of additional students becomes necessary.
- 21.15.1.4 The plan of support may include, but need not be limited to, additional paid planning and case management time, release time to score evaluations or write or schedule IEPs, or the provision of additional support staff time to assist with service delivery.
- 21.15.1.5 All Resource Specialists shall receive one (1) release day in the Spring of 2024 to work with school staff to group and program students into courses to maximize staff efficiency and effectiveness. One additional release day may be requested from the appropriate Special Education administrator if necessary to complete this planning work and shall not be unreasonably withheld. Each Resource Specialist shall complete a working draft of their service delivery schedule for the coming school year for returning students by the last working day of the school year and shall submit the schedule to their Site Leader.
- 21.15.1.6 Resource Specialists Caseloads shall be assigned as follows:

Grade Band	Soft Cap	Hard Cap
TK-5	22	27
6-12	25	27

21.15.2 **Equitable Workload Provisions**

- 21.15.2.1 The parties affirm that creating equitable workloads for Special Education professionals whenever possible is an important condition to support fidelity of IEP implementation and healthy staff working conditions.
- 21.15.2.2 “Workload” refers to all of the case management responsibilities required of the special education teacher or speech-language pathologist and is based on the impact and complexity of ~~the students’~~ needs as defined below in 21.15.2.3 I.C.3; or 21.15.2.4. ~~Psychologists who elect to complete inherited past due assessments in excess of 3.~~
- 21.15.2.3 The domains of a workload for school site Special Education teachers, itinerant teachers, and Speech-Language Pathologists shall consider ~~be defined as follows:~~
 - 21.15.2.3.1 ~~Minutes of service being provided directly~~ Direct service minutes being provided by the Unit Member pursuant to IEPs;
Individual Education Program management, including, but not limited to,
 - 21.15.2.3.2 ~~Coordination of paperwork and case management, including IEP~~ development, progress monitoring and reporting on IEP goals, ~~evaluation,~~ conducting assessments, writing reports, and/or behavior plan development and implementation;
 - 21.15.2.3.3 Consultative services required by IEPs;
 - 21.15.2.3.4 Management, training, and scheduling of support staff
 - 21.15.2.3.5 Coordination of specialized services, to include behavior intervention or specialized health and physical care procedures;
 - 21.15.2.3.6 Collaboration and engagement with outside agencies (e.g. Department of Rehabilitation, Probation, ~~Foster Youth~~ Social Workers, ~~Outside~~ Mental Health Providers);
 - 21.15.2.3.7 Number of school sites served
 - 21.15.2.3.8 Conducting services, assessments, and/or holding meetings in languages other than English
 - 21.15.2.3.9 Safety concerns
- 21.15.2.4 Each Resource Specialist, Self-Contained Special Education Teacher, Itinerant Special Education Teacher, Speech-Language Pathologist, or Psychologists (who elect to complete inherited past due assessments in excess of 3) may complete the Workload Analysis Worksheet to calculate their workload score (See Appendix X). In the event that the Unit Member has a concern about their workload, they may complete the form and submit it to the appropriate Special

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Education administrator, who will meet with the Unit Member within fifteen work days to review the concern and work toward a solution.

- 21.15.2.4.1 The District shall create one worksheet for self-contained teachers, one worksheet for resource specialists, one worksheet for Early Childhood Education Special Education Teachers and one worksheet for speech-language pathologists. ~~Concerns about the worksheet or requested revisions during the pilot period shall be directed to the OEA/USD Joint Special Education Committee for review. The worksheets and any changes to the worksheets shall be approved by the OEA/USD Joint Special Education Committee.~~ The District will maintain the worksheets in a location accessible to Special Educators.
- 21.15.2.4.2 In the event that this meeting resolves the concern, the Unit Member shall receive a written plan of support within five (5) working days. This written support plan may include, but must not be limited to:
 - 21.15.2.4.2.1 The provision of additional support staff time to assist with service delivery;
 - 21.15.2.4.2.2 Additional paid planning and case management time at per diem rate;
 - 21.15.2.4.2.3 Release time to go to the Special Education central offices or another mutually-agreeable alternative location to draft or complete and affirm/finalize IEPs, contingent upon the Unit Member submitting accounting of their time by submitting relevant artifacts to the appropriate Special Education administrator;
 - 21.15.2.4.2.4 Identification and allocation of school or other environmental resources;
 - 21.15.2.4.2.5 Service scheduling support for implementing SAI or ISGI equitably;
 - 21.15.2.4.2.6 Support scheduling IEPs and preparing notices of meeting.
 - 21.15.2.4.2.7 Expedited support for addressing safety concerns
- 21.15.2.4.3 In the event that this meeting does not resolve the workload concern, the Unit Member may request to bring their concern to the next scheduled OEA/USD Joint Special Education Committee meeting for further review.
- 21.15.2.4.4 If the issue is not resolved, the issue shall be appealed to the LMER.
- 21.15.2.5 Effectiveness of this pilot shall be discussed at regular intervals in the Joint Special Education Committee. The unit members who complete the workload model worksheet will be provided with an opportunity to give feedback. The feedback form shall be approved by the Joint Special Education Committee.
- 21.15.1.1 [NOTE: This section was moved from 21.15.3] As a part of the Workload Model Pilot, a monthly written data report will be provided at each Joint Special Education Committee. ~~after each OEA and District meeting will be produced~~

~~tracking the monitoring of~~ The report will include the class sizes/caseloads, a summary of the workload worksheet submissions and actions and remedies agreed and taken.

21.15.3 **Sunset or Pilot Discontinuation**

Negotiations regarding extension and implementation of the workload model pilot beyond the initial pilot year shall reopen no later than March 1, 2024. The new section above (Pilot Program) shall sunset effective June 30, ~~2024~~ 2025 unless subsequent agreement is reached by the Parties through collective bargaining. If an agreement is not reached, the affected unit members shall return to their previous job class. In the event of discontinuation of the special education workload model, negotiations shall reopen within one (1) month of such discontinuation.