

ARTICLE 8 WORKLOAD

- 8.1 Except as provided by Article 16, paid extended responsibility assignments, paid extra duty assignments, and voluntary attendance at in-service classes are excluded from this Article and are covered by Article 16 and Appendix B.
- 8.2 The workload of professional educators shall be generally comparable to that which existed in the 2017-18 school year.

Beginning in the ~~2023-2024~~ 2024-2025 school year, the District shall will make every reasonable effort to schedule students in such a way that the class size, teaching load, and caseload do not exceed the threshold caps listed in the table below, except as otherwise provided in the remainder of this article. These class size and caseload caps will remain in effect in a status quo period.

In the event of funding shortages which require a reduction in force, the District may exceed the stated class size/caseload caps only for the grades in the buildings affected by the reductions. In no event will a professional educator have a class size/caseload above the cap for two consecutive years.

If, as a result of funding shortages, the District chooses to exceed the caps, the families/guardians of the students affected will be informed within a week that their student's educator has exceeded their cap.

8.3 Class size, Caseload and Overload Pay

- 8.3.1 **Language relating to overloads and class/caseload caps** ~~Section 8.3~~ shall remain in effect in a status quo period.

In the event of a reduction in staff (due to funding shortages or an inability to fill vacant positions), professional educators will receive payment for overloads in class size or caseloads.

- ~~8.3.2~~ **Overloads (Effective starting with the 2018-19 school year) Both parties recognize and agree that overload numbers are not a staffing model. (MOVED FROM FOOTNOTE) The district maintains the right to hold a lower cap to support an equity staffing model and provide additional staffing to historically underserved students.**

- 8.3.2.1 Student loads will be calculated on the third Monday in October and the third Tuesday Monday in February. ~~each month on the first day of each pay period.~~ If a professional educator's load exceeds the limits in 8.3.3, the District will **pay the overload and refer the class to the Class size Committee defined under 8.3.4** implement one of these three options:

- a. ~~Within one week~~ two weeks, move students to meet the limit.
- b. ~~Within one week~~ two weeks provide .5 FTE educational assistant for an elementary general education classroom, or a paraeducator for a special education classroom. Educational Assistants or Paraeducators assigned to classrooms to address overage shall not be used for other building needs. Except as provided in 8.3.2.2, the professional educator may decline the assistant or paraeducator and select the stipend, or
- c. Pay any professional educator over a threshold a stipend equal to 1.5% of the base BA+0 salary per semester, except for the two exceptions noted in the table in 8.3.3.1. the amount listed in the chart in 8.3.3.1.

- 8.3.2.2 Assistants or paraeducators already assigned to the class due to threshold estimates will count

towards this relief and may not be declined in favor of a stipend. Educational Assistants or Paraeducators assigned to classrooms to address overage shall not be used for other building needs. Prior to the start of the school year, the District shall provide the Association a list of assistants and/or paraeducators who are intended to provide overage relief, and the paraeducators' assignments.

- 8.3.2.3 The stipend will be paid as part of the next payroll period.
- 8.3.2.4 The methodologies for determining which classes are regular or performance classes and how to count students in certain class configurations are addressed in Sections 8.3.16 and 8.3.17.
- 8.3.2.5 For professional educators in multiple buildings, or for professional educators working less than 1.0 FTE, the stipend will be prorated.
- 8.3.3 ~~Target Size, Overload Pay Thresholds, Class Cap Percentage Charts the thresholds. The following class/caseload target sizes shall be established solely to identify the ideal target sizes for classes or caseloads but will not lead to additional compensation for individual educators.~~
- 8.3.4 Vision: Portland Public Schools believes all students deserve the full range of educational opportunities and student supports that a robust, well-rounded education affords. A well-rounded education is one that meets the Oregon state education standards by providing students with learning opportunities that give them the skills to succeed in school, college and career. A well-rounded education also provides the parents and students who make up the Portland Public Schools community a safe and productive educational environment.
- 8.3.5 District Policy 2.10.010-P (Racial Educational Equity Policy) states, "Portland Public Schools will significantly change its practices in order to achieve and maintain racial equity in education." This obligates the District and Association to agree to initiatives aimed at raising achievement for all students while closing gaps among different groups of students and eliminating the racial predictability of disparate academic outcomes.
- 8.3.6 Guidelines
- 8.3.6.1 The District will make every reasonable attempt to ensure class sizes in elementary, on average, per grade level in each school, are within at the target size indicated below. Class sizes in elementary will not, in any individual classroom, exceed the cap designated below.
- 8.3.6.2 The District will make every reasonable attempt to ensure class sizes , on average, for secondary educators for 6-8 or 9-12 are within at the target size. Class sizes for secondary educators and shall not, in any individual classroom or class period, exceed the cap designated below, unless noted otherwise in this Agreement.
- 8.3.6.3 ~~To provide the parents and students who make up Portland Public Schools community a safe and productive educational environment, Effective July 1, 2018 2023, the following class/caseload target sizes and, teaching/caseload overload numbers, and class/caseload caps thresholds shall be established, with the expectation of providing overload pay to individual professional educators if the District chooses to exceed the target size these thresholds. the thresholds. The following class/caseload target sizes shall be established solely to identify the ideal target sizes for classes or caseloads but will not lead to additional compensation for individual educators.~~
- 8.3.6.4 ~~If the District chooses to exceed the caps, the families/guardians of the students affected will be informed within a week that their student's educator has exceeded their cap.~~

Position	Target Size	Teaching Load Threshold for Overload Pay Class Size Cap	% of Base Salary increased per Student over the Threshold Target Size
K	18	23 26 24	Increase salary by 5% (2.5% each semester) per for the first student over 20 24 (triggered by first student over). Salary will increase by 10% for each additional student
1	20	25 28 26	Increase salary by 5% (2.5% each semester) per for the first student over threshold. Salary will increase by 10% for each additional student
2-3	22	26	Increase salary by 5% (2.5% each semester) per for the first student over threshold. Salary will increase by 10% for each additional student
4-5 (and self-contained 6 th grade)	22	26 29 28	Increase salary by 5% (2.5% each semester) per for the first student over threshold. Salary will increase by 10% for each additional student Increase salary by 5% (.5% each pay period) per student over 24 (triggered by first student over)
Elementary Specialists Core Enrichment Professional Educators* including teacher librarians	26	Determined by average overload class size cap of the building beginning with the average of 1.0 overage. The average will be rounded to the closest whole number thereafter	Increase salary by 5% (2.5% each semester) per for the first student over threshold. Salary will increase by 10% for each additional student Increase salary by 5% (.5% each pay period)

a. Elementary (K-5)

* Elementary "Core Enrichment Professional Educators" are educators who instruct Dance, Visual Arts, Music, Physical Education, Media Arts, Applied Arts, Theater Arts, Teacher Librarians and all educators who were formally referred to as 'specialists'.

b. Middle School / High School Grades (6-12)

Position	Target Size	Teaching Load Threshold for Overload Pay Teaching Load Cap	% of Base Salary increased per Student over the Threshold Target Size
MS Professional Educators	125	150 165	Increase salary by 5% (.5% each pay period) per five students over 125 (triggered by first student over) Increase salary by 5% (2.5% each semester) per five students over threshold (triggered by the first student over). Salary will increase by 10% for each

			additional group of five students, triggered by the first student.
HS Professional Educators	135	<u>160</u> 175	Increase salary by <u>5%</u> (2.5% each semester) per five students over threshold (triggered by the first student over). <u>Salary will increase by 10% for each additional group of five students, triggered by the first student.</u>
MS/HS Physical Education Professional Educators	150	<u>175</u> 190	Increase salary by <u>5%</u> (2.5% each semester) per five students over threshold (triggered by the first student over). <u>Salary will increase by 10% for each additional group of five students, triggered by the first student.</u>
MS/HS Performing Arts Professional Educators	175	<u>225</u> 230 220	Increase salary by <u>5%</u> (2.5% each semester) per five students over threshold (triggered by the first student over). <u>Salary will increase by 10% for each additional group of five students, triggered by the first student.</u>
HS Performance Class Teachers		225	

c. Overload Pay for Special Education Teachers and Specialists

Position	Target Size	Teaching Load Threshold for Overload Pay <u>Class Size/Caseload Cap</u>	% of Base Salary increased per Student over the Thresholds <u>Target Size</u>
Special Education Teachers Special Schools Program (Pioneer)	7	9 10 students	Increase salary by <u>5% (2.5% each semester)</u> per for the <u>first student over threshold.</u> <u>Salary will increase by 10% for each additional student</u>
Special Education Teachers Self Contained- Focus Classrooms	7	11 13 students	Increase salary by <u>5% (2.5% each semester)</u> per for the <u>first student over threshold.</u> <u>Salary will increase by 10% for each additional student</u>
Special Ed. Teachers (Learning Center HS)	22	28 32 students	Increase salary by <u>5% (2.5% each semester)</u> per for the <u>first student over threshold.</u> <u>Salary will increase by 10% for each additional student</u>
Special Ed. Teachers (Learning Center MS)	21	27 31 students	Increase salary by <u>5% (2.5% each semester)</u> per for the <u>first student over threshold.</u> <u>Salary will increase by 10% for each additional student</u>
Special Ed. Teachers (Learning Center PK-5)	20	25 30 students	Increase salary by <u>5% (2.5% each semester)</u> per for the <u>first student over threshold.</u> <u>Salary will increase by 10% for each additional student</u>
Speech and Language Pathologists	30	40 50 students	Increase salary by <u>5% (2.5% each semester)</u> per for the <u>first student over threshold.</u> <u>Salary will increase by 10% for each additional student.</u>
Speech and Language Pathologist Assistive Tech and Feeding Team	1 to 75	1 to 125	Increase salary by <u>5% (2.5% each semester)</u> per ten students over threshold (triggered by the first student over). <u>Salary will increase by 10% for each additional group of ten students, triggered by the first student.</u>
School Counselors (All levels)	1 to 250	1 to 350 students	Increase salary by <u>5% (2.5% each semester)</u> per ten students over threshold (triggered by the first student over). <u>Salary will increase by 10% for each additional group of ten students, triggered by the first student.</u>

Middle School Teacher Librarians/Media Specialists	1 to 500	1 to 600 850 Students with credit of 375 students for full-time library assistant	Increase salary by <u>5% (2.5% each semester)</u> per fifty students over threshold (triggered by the first student over). <u>Salary will increase by 10% for each additional group of fifty students, triggered by the first student.</u>
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High School Teacher Librarians/Media Specialists	1 to 900	1 to 1100 Students with credit of 425 students per full-time library assistant and/or 325 students per fulltime book clerk.	Increase salary by <u>5% (2.5% each semester)</u> per fifty students over threshold (triggered by the first student over). <u>Salary will increase by 10% for each additional group of fifty students, triggered by the first student.</u>
School Psychologists	1 to 500	1 to 600	Increase salary by <u>5% (2.5% each semester)</u> per twenty students over threshold (triggered by the first student over). <u>Salary will increase by 10% for each additional group of twenty students, triggered by the first student.</u> Increase salary by 5% (.5% each pay period) per 20 students over 520 (triggered by first student over)
School Psychologists in buildings with 25% or more special education students	1 to 110	1 to 135 special education students	Increase salary by <u>5% (2.5% each semester)</u> per five students over threshold (triggered by the first student over). <u>Salary will increase by 10% for each additional group of five students, triggered by the first student.</u>
School Social Workers	1 to 400	1 to 500	Increase salary by <u>5% (2.5% each semester)</u> per twenty students over threshold (triggered by the first student over). <u>Salary will increase by 10% for each additional group of twenty students, triggered by the first student.</u>
ESL/ELL	1 to 30 Newcomers and Students with Interrupted Formal Education shall be counted as 1.5 students	1 to 40	Increase salary by <u>5% (2.5% each semester)</u> per five students over threshold (triggered by the first student over). <u>Salary will increase by 10% for each additional group of five students, triggered by the first student.</u>

Adapted PE	1 to 36	1 to 50	Increase salary by <u>5% (2.5% each semester)</u> per two students over threshold (triggered by the first student over). <u>Salary will increase by 10% for each additional group of two students, triggered by the first student.</u>
Community Transition Program	Team 1 - 7 Team 2 - 13 Team 3 - 22	Team 1 - 10 Team 2 - 18 Team 3 - 28	Increase salary by <u>5% (2.5% each semester)</u> per for the first student over threshold. <u>Salary will increase by 10% for each additional student</u>

8.3.7 Elementary specialist classes will not exceed 35 students per class.

8.3.8 Class sizes and caseloads as defined by the 2023-24 Staffing Guidelines And Core Program Requirements shall remain in effect for the duration of this agreement.

8.3.9 Class Size Committee:

The parties acknowledge that circumstances could arise where exceptions to the above class size thresholds. The building level committee will meet when the teaching load exceeds teaching load threshold for overload pay as set forth above ~~targets or caps may be made.~~ Such cases may include efforts to keep families together, enrollment patterns, population shifts, a decrease in state or federal funding, an unusual variation between school enrollments at different grade levels or to allow the district to avoid creating split grade level (aka “blended”) classes.

8.3.10 Teachers will not be asked to exceed these limits individually. The issue must be brought to the class size committee for resolution.

8.3.11 All Schools will form a class size committee, on an as needed basis. The committee shall be composed of the following voting members:

- a. School Principal
- b. Assistant Superintendent (if not able to attend, the Asst. Supt. will appoint a proxy)
- c. A teacher from an affected classroom or other staff member in the affected license area. This person will be chosen by the PAT Building/Association Representative.
- d. A building rep OR another licensed staff person appointed by the Association
- e. Two (2) parents/guardians, to be appointed by the school’s PTA or PTO (If there is no active PTA or PTO, the parents/guardians will be jointly appointed by the principal and the PAT building representative. If the principal and association representative are unable to agree on two parents/guardians to appoint, the principal will appoint one parent/guardian and the association representative will appoint the other.) Lack of parent/guardian involvement will not preclude the committee from developing recommendations.

8.3.12 All affected teachers will be invited to attend the Class Size Committee to participate in the discussion of possible solutions.

8.3.13 If called to convene, the committee shall meet before the first day of students

attending in the fall. The committee will review class size data for the classes approaching or exceeding class size targets and/or caps. The committee will develop a plan on what to do about each potential class, or grade level in elementary, with a class size issue. Possible solutions, including but not limited to scheduling additional reading interventionists or additional push in support, will be presented to the affected teachers for their feedback and/or possible approval.

- 8.3.14 The Association agrees not to grieve such an exception, when approved by a majority of the committee, for the remainder of the school year for which the exception is made only if the committee's recommended remedies are implemented within thirty calendar days after the meeting. All exceptions expire at the end of each school year.**
- 8.3.15 The parties agree to submit any disputes not resolved after the building level class size committee process, to mediation, and will request the appointment of mediator from the State of Oregon. If the mediation process does not result in a resolution, the superintendent (or their designee) and the President of PAT (or their designee) the parties shall follow the language and process in Article 5: shall meet for a final effort to resolve the issue.**
- 8.3.16 Under no circumstances shall PK class size exceed the ratios and group sizes delineated in OAR 414-300-3130.**
- 8.3.17 The methodology for identifying performance classes is as follows:
Classes such as ~~PE~~, band, choir, ~~physical education~~ and theater are performance classes. Any class that is more like a traditional academic class such as history or biology would not be considered a performance class. ~~For example, Sports Physiology, which is listed in the course description as a challenging academic course requiring course work and study is a course more akin to biology and is not a performance class.~~ History and literature of the theater is more akin to literature courses and is not a performance class. Drama – Stage craft is more akin to performance classes like Dance Technique ~~or Weight Training~~. Classes labeled as “student support, tutorial, and study skills” shall be classified as regular classes. Performance classes are distinguished by being more of the nature of a “performance” or “production” as compared to a traditional “academic” class in which there is direct instruction. The parties shall meet as necessary (but at least annually) to review the list of classes and to determine if new classes should be listed as performance classes for purposes of Article 8.
- 8.3.18 Special student count rules:
- a. Teaching Assistants and Peer Mentors shall not be counted towards student loads, so long as the teacher voluntarily agrees to have these students in ~~his/her~~ **their** classroom and so long as the total number of teaching assistants or peer mentors for a full-time teacher does not exceed ten (10). A teacher shall not accept more than ten (10) teaching assistants or peer mentors.
 - b. All students shall be counted as a minimum of 1 student for all counts.**
 - c. Students in an independent study do not count on that teacher's load, so long as the teacher voluntarily agrees to have the student in ~~his/her~~ **their** classroom and there are no more than two (2) students in the independent study per class period, and no more than a total of six (6) students in independent study. A teacher shall not accept more than two (2) students per period in independent study or more than six (6) total.
 - d. Students in “double blocks” shall be counted in each class.
 - e. The target size ~~and average number~~ for any blended class shall be the lower of the two grade level groups. For example, a 3rd/ 4th class shall be counted as if it was a 3rd grade class.**
 - f. Any student who is not covered in 8.3.147.a or 8.3.147.c shall be**

considered part of the educator's student load and count towards average pay and class size calculations.

8.4 ~~Overload~~ Relief for Exceeding a Number of Unique Preparations

8.4.1 Section 8.4 shall remain in effect in a status quo period.

8.4.2 The District will pay \$1,000 per semester to a professional educator who functions as a high school, middle school or departmentalized 6-8 grade classroom teacher for each additional unique preparation over three (3). The District will produce a report of preparation each semester to monitor and inform the District and Association of the situation.

8.4.3 Preparations are defined as the number of unique courses for which a professional educator must prepare (e.g., Algebra 1, US History). AP and IB courses shall be considered unique courses. **A preparation is understood to be any student contact time in which professional educators are required to perform any two or more of the following activities: Taking attendance, Creation of or use of curriculum materials, Assessment of student work, Delivery of content or information, Facilitation of group or individual activities, Communication about student performance to other parties, Issuing grades or other formal performance data.**

8.5 Duties

Duties assigned during the workday to professional educators shall not infringe upon their duty-free lunch period and/or planning time. Good faith consideration of fairness and balance will be made in assigning such duties to professional educators.

8.5.1 SLPs, School Psychologists, Counselors, QMHP/ **School Social Workers** and other specialists shall not be assigned more duty time than what is ~~generally~~ assigned to other professional educators, **and if the professional educators referenced above are experiencing a caseload that results in overages, they will not be assigned any duty. Duties are any assignment that requires supervision of students who are not part of an educator's class or caseload, or who are in addition to the educator's class or caseload.**

8.6 Progress/Grade Reports

8.6.1 Professional educators shall be responsible for no more than four (4) progress/grade reports per year, except a mid-term report may be necessary when a student is in danger of failing or ~~her/his~~ **their** behavior or achievement shows a significant decline.

8.6.2 Professional educators shall make arrangements as may be necessary to meet with students and parents at reasonable times outside the normal workday. Regularly scheduled parent conference days are not covered by this Section.

8.7 Substituting for other Professional Educators

8.7.1 Every effort will be made to employ substitute teachers to cover classes of absent teachers. Except in true emergency situations, **such as a sudden injury or illness of a teacher when no building administrator is physically available to cover**, and except as otherwise provided in 8.7.2, professional educators shall not be required to substitute for other professional educators. The District shall maintain a system that allows professional educators an option to select their preferred substitutes.

Professional Educators shall have the right to select their substitute teaching colleagues for any absence of less than ~~sixty (60)~~ forty five (45) consecutive days.

8.7.2 Site Support Instructors (SSIs)

8.7.2.1 The parties have agreed to establish a licensed teaching personnel position entitled Site Support Instructor (SSI). This position shall fall within the scope of the School District No. 1 Multnomah County Oregon and Portland Association of Teachers Collective Bargaining Agreement (CBA).

- 8.7.2.2 ~~Starting in the 2017-18 school year,~~ the District may engage up to ~~15~~ 30 Site Support Instructors. The ~~number~~ of SSIs and the location shall be determined by the District prior to staffing. The District shall review the data for the current and previous school year ~~past and~~ select ~~buildings-schools~~-based on the percentage and number of unfilled substitute jobs in the building. For purposes of Article 18, Transfers the District shall reassign current SSIs to buildings for the next school year ~~prior to the internal staffing process~~ so that SSIs ~~will~~ know their assignment for the following year prior to considering other assignments. SSIs ~~may apply in the internal and external~~ staffing process as otherwise provided in Article 18.
- 8.7.2.3 The SSI is considered a regular member of the staff in the building to which ~~s/he~~ **they** is assigned and will not be used to fill vacancies at other buildings.
- 8.7.2.4 The SSI will be provided a workstation at the building to which ~~s/he~~ **they** is assigned with computer access and a District email address.
- 8.7.2.5 The SSI will not be used in place of requesting a substitute through the District substitute system.
- 8.7.2.6 The SSI will not be used for long-term substitute positions.
- 8.7.2.7 The SSI may be used in a variety of classroom settings in any one day. However, a SSI may not be assigned to cover the work of more than one professional educator each day.²
- 8.7.2.8 The SSI may be utilized to cover classroom instruction so that another professional educator may attend to a need designated by the building administrator or the building administrator's designee.³
- 8.7.2.9 Generally, the SSI will not have a disproportionate amount of duty/supervision in any given day.
- 8.7.2.10 All the terms and conditions of the Agreement shall apply to the SSI except:
- a. The SSI may work an adjusted daily work schedule to meet the demands of planning for instruction with little notification. The daily work schedule will be determined collaboratively between the SSI and the building Administrator or the building Administrator's designee.
 - b. ~~The starting time for the SSI shall not be before 7:00 a.m. without a specific contract exception.~~
 - c. ~~Except as provided in Section d below, the workday for the SSI shall not exceed seven hours and 45 minutes (7.75 hours) without a specific contract exception.~~
 - d. ~~The daily work schedule for the SSI may be extended to provide time to attend staff meetings that may normally occur beyond his/her their workday. If the daily schedule is so extended, the individual shall be granted time off with pay within the same workweek equal to the amount of time his/her their schedule was so extended. If the daily schedule is extended but the SSI is not granted time off with pay within the same workweek equal to the amount of time his/her their schedule was so extended, the SSI shall be compensated at his/her their per diem hourly rate for such extended time. The extended workday shall not exceed eight (8) hours without a specific contract exception.~~
 - e. SSIs shall receive the same daily prep/planning time otherwise due to the individual ~~s/he~~ **they** is assigned to cover.
 - f. ~~The SSIs shall be eligible to accept any Extended Responsibility pay opportunities that the building Administrator or the building Administrator's designee merits to be in the best interest of the school.~~

- g. In collaboration with the building Administrator or the building Administrator's designee, the SSI may pursue District supported professional development that will promote ~~his/her~~ **their** opportunities for regular employment.
- h. SSI shall be allowed to participate in all professional development and training offered to the general staff. Any such professional development and/or training offered outside the workday shall be paid in accordance with Section 21.2.
- i. For the purposes of Section 18.6 (Administration Initiated Transfers), the SSI are to be treated as an individual classification rather than as a part of the building teaching staff.
- j. For the purposes of the articles on layoff and transfer, SSI shall be considered as a "subject".
- k. It is expressly understood that the instances when the SSI is assigned to cover the work of more than one professional educator in a day will be thoughtfully placed and assigned by the building Administrator or the building Administrator's designee so that the SSI can be successful in his/her their coverage. (MOVED FROM FOOTNOTES)**

² The parties agree to continue to discuss the working conditions applicable when a SSI is assigned to cover the work of more than one professional educator in a day.

³ It is expressly understood that the instances when the SSI is utilized in this manner will be thoughtfully placed and assigned by the building Administrator or the building Administrator's designee so that the SSI can be successful in his/her coverage.

1. Notwithstanding subparagraph (j) above, competency for the purpose of placement within the District but outside of the SSI position shall be defined as the ability to teach a subject or grade level based on recent teaching experience related to that subject (as further defined by Appendix D) or grade level within last five (5) years, or educational obtainments, or both, but not based solely on being licensed to teach.

8.8 ~~Mother~~ **Lactation** Friendly Workplace

- 8.8.1 The District shall provide reasonable break time for an employee to express breast milk for **a her** nursing child for one year after the child's birth each time such employee has need to express the milk. The District shall post the administrative directive entitled ~~Mother Friendly Workplace~~ **Expression of Milk in the Workplace** (5.50.059-AD) at each site and shall include the administrative directive in the new hire materials and **maternity Child Care** leave paperwork.
- 8.8.2 If feasible, **mothers professional educators** shall take the rest periods to express milk at the same time as the break times or meal periods that are otherwise provided to the professional educator. When not feasible, coverage shall be provided.
- 8.8.3 Administrators may assign Site Support Instructors to provide coverage, with no additional compensation. If a Site Support Instructor is not available, Administrators may ask other professional educators to voluntarily provide coverage. When a professional educator (other than a Site Support Instructor) voluntarily agrees to provide coverage, time in consideration of work missed while providing coverage shall be scheduled outside of the standard work day at a time mutually agreed to between the professional educator and the Administrator and shall be paid at the professional educator's per diem hourly rate of pay for such time.

8.9 ~~IEPs~~ **Student Plans**

- 8.9.1 Professional educators who are required to conference regarding ~~IEPs or 504s~~ shall have a substitute provided to allow for such meetings to occur within the workday. If a professional educator volunteers to attend such conference outside of the workday, such member shall be compensated at **his/her their** per diem hourly rate for conferences which take place beyond the contract day. A professional educator who chooses to conference during **his/her their** individual planning time, including the 15 minutes at the end of the work day, can do an equivalent amount of planning time outside of the work day and be compensated at **his/her their** hourly rate for the length of the conference. **(*IEP language from Article 8 moved to Sped article)**
- 8.9.2 Professional educators who are required to write student plans other than IEPs, including Gifted Student plans or 504 plans, shall be provided at the professional educator's option either release time or compensation at **his/her their** per diem hourly rate. ~~One hour~~ **Two hours** shall be allotted for each student plan **and one half (1/2) hour for each plan revision.**

~~8.10 Special Education Spaces and Materials~~

~~Special Education professional educators shall have:~~

~~8.10.1 A dedicated **office** space/classroom;~~

~~8.10.2 **Copies of all instructional, academic, and curriculum materials available in the classroom for all the grade intervention levels for which the Special Educator provides services, including student materials;** and~~

~~8.10.3 Materials and curriculum for social/emotional skill needs of the students available in the classroom.~~

~~8.10.4 **The materials required by 8.10.2 and 8.10.3 shall be provided to the Special Education educator prior to the start of the school year.**~~

~~***Content of 8.10 has been moved to the new Sped article.**~~

- 8.11 The District shall supply and maintain materials in current adoptions. The District shall provide all professional educators with related core instructional materials and an opportunity for in-service before

requiring implementation of new adoptions, programs or curricula.

8.12 Curriculum Materials in Language of Instruction

The District shall make every effort to provide professional educators working in dual language immersion programs equivalent district-adopted materials to those teachers instructing in English-only classes. An educator may make a request to the Department of Dual Language for the needed materials. If such materials are not available, the Department of Dual Language will either:

- 8.12.1 Arrange for the materials to be translated and provided, or
 - 8.12.2 If a professional educator and the Department of Dual Language agree in writing that the professional educator will translate specific materials necessary for core instruction, the professional educator will be compensated at ~~his/her~~ **their** hourly rate for additional hours agreed upon in advance. To receive compensation, the professional educator must submit the translated materials to the Department. **The District will maintain a tracking tool for educators to submit translation requests for the District to provide approval. If a response providing the reasoning for the approval or denial, as well as an alternative material that is equivalent to the educator's request is not granted within two (2) days, the educator's request shall be considered approved.**
 - 8.12.3 When materials are produced by the Department or by a professional educator, the Department will make the materials available to all other educators teaching in the same program.
 - 8.12.4 No professional educator will be negatively evaluated for materials they provide students if the District fails to provide current adoption materials, or materials that are not culturally or developmentally appropriate for the students receiving instruction.**
 - 8.12.5 Professional educators who are required to provide language access services (translation and/or interpretation) at any district-run or required meeting shall be paid two times their hourly rate.**
- 8.13 Each professional educator may request access to a phone in a private area during the contract day, and a good faith effort will be made to provide such access.
- 8.14 Professional educators shall have access to a computer as may be necessary to carry out their responsibilities. All professional educators shall have access to a copy machine and an adequate amount of paper to meet the required needs of instruction. **Professional educators must have classrooms and spaces that suit the instructional needs of the program within which they teach.**