

## ARTICLE 7 WORKDAY

7.1 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.

7.2 Workdays for professional educators shall only be Monday through Friday.

7.3 The standard workday for professional educators, except as provided in Section 7.4 below, shall be seven hours and 45 minutes. The last fifteen (15) minutes of time during the work day shall be designated as individual planning time for professional educators, except on Tuesdays on which staff meetings are held. On those Tuesdays, the last fifteen (15) minutes of time during the workday will be used as the first part of the 90-minute staff meeting.

7.4 8-hour workday for Child Development Specialists, School Social Workers, School School Psychologists, Audiologists and Student Services Specialists.

7.4.1 The workday for Child Development Specialists, School Social Workers, School Psychologists, Audiologists and Student Services Specialists shall be eight (8) hours, including a minimum of thirty (30) continuous minutes for duty-free lunch. The daily work schedules shall allow for a fifteen (15) minute rest period in the a.m. and p.m.

7.4.2 With mutual agreement, Child Development Specialists, School Social Workers, School Psychologists, Audiologists and Student Services Specialists may arrange their daily schedule so that time required outside of normal business hours, such as evening or weekend meetings with the parents and students, fall as nearly as possible within the regular eight (8) hour workday and 40-hour work week. The current practices in existence for scheduling the workday for School Psychologists, School Social Workers, Child Development Specialists, Audiologists and Student Services Specialists will continue throughout the duration of the Agreement.

7.4.3 This section does not apply to any other professional educators not specifically listed above.

7.5 The workday for professional educators in the building shall begin at least fifteen (15) minutes before the student day and shall extend at least fifteen (15) minutes beyond the student day. Professional educators shall not be required to perform duties for more than seven-and-one-half (7½) minutes of the fifteen (15) minutes immediately before and/or for more than seven-and-one-half (7½) minutes of the fifteen (15) immediately after the student day. No professional educators shall be required to report prior to 7:45 a.m. or remain later than 4:~~30~~<sup>45</sup>-p.m. For program reasons, the afternoon ending time can be adjusted to 5:~~30~~<sup>45</sup> p.m. for a few professional educators in a building providing that volunteers will be solicited whenever possible. The two above exceptions will not extend the number of hours in a standard workday.

~~7.6 Professional educators may make reasonable adjustments to their daily and weekly schedule, with prior notice and approval of their building administrator, to accommodate professional obligations and to meet personal needs.~~

7.6 If an administrator requests that a professional educator provide instruction (e.g. tutoring or small group instruction) ~~or perform any other work duties, or complete required training~~, outside of the professional educator's workday, and the professional educator volunteers to do so, such professional educator shall be compensated at their ~~per diem~~ hourly rate of pay.

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### 7.7 Duty-free Lunch

7.7.1 All professional educators who work two-thirds (2/3) or more shall have a minimum of thirty (30) continuous minutes of duty-free lunch. Regardless of FTE, any professional educator who works a full day shall have thirty (30) continuous minutes of duty-free lunch on that day.

7.7.2 Passing time during which a professional educator has direct responsibility for students shall not be part of the thirty (30) minutes duty-free lunch. ~~All professional educators shall have at least two and one half (2.5) minutes after direct responsibility for students, and two and one half (2.5) minutes before direct responsibility for students, as transition time not counted as part of the duty-free lunch.~~ Professional educators who leave the school site during such period shall notify the school office.

### 7.8 Individual Planning Time

7.8.1 Professional educators who work two-thirds (2/3) time who directly provide instructional services to students shall be provided planning time during the workday as follows:

7.8.1.1 High Schools (Grades 9-12): Not less than the equivalent of one (1) standard class period per day; ~~and at least four hundred and forty (440) minutes per week;~~

7.8.1.2 Middle Schools (Grades 6-8, except self-contained 6<sup>th</sup> grade classes): Not less than the equivalent of one (1) standard class period per day; ~~and at least four hundred and forty (440) minutes per week;~~

7.8.1.3 Not less than three hundred and ~~sixty (360) twenty (320) four hundred and forty (440)~~ minutes per standard work week (prorated for partial weeks). There shall be at least one daily block of planning time of at least forty (40) continuous minutes ~~and an additional thirty (30) continuous minutes per day within the student day.~~

7.8.1.4 Regardless of FTE, any professional educator who works a full day shall have planning time on that day.

~~7.8.1.5 Professional educators who work less than two-thirds (2/3) time who provide instructional services to students shall receive a prorated amount of weekly planning time called for in 7.9.1.1 through 7.9.1.4, and 7.9.1.6 if applicable, based upon the professional educator's FTE.~~

~~7.8.1.6 All SPED case managers will receive a case management period each day for due process paperwork, evaluation work, and IEP work. Case management time shall be scheduled in such a manner that the professional educator has access to students. At the elementary level, the case management period will be at least 40 minutes per day, and no less than 320 minutes total per week. At the middle school and high school levels, the case management period will be not less than the equivalent of one standard class period per day. High school SPED educators will receive a substantially equivalent amount of case management time as other SPED educators. School Psychologists and Speech Language Pathologists are also entitled to self-schedule a period of time each day equivalent to a standard class period (or at least 40 minutes per day, and no less than 320 minutes total per week, for those at the elementary level) for due process paperwork, evaluation work, and IEP work. These periods of time for SPED case managers, School Psychologists and Speech Language Pathologists reserved for SPED paperwork will be in addition to planning time already guaranteed under Article 7.9. Educators shall have access to students during their case management time. Scheduling of this time will be determined by mutual agreement between the Educator and Administrator. [MOVED TO ARTICLE 31 -~~

**SPECIAL EDUCATION]**

**7.9**            **7.10 Co-Teaching**

7.9.1-7.10.1 Co-teaching is the practice of pairing teachers together in a classroom to share the responsibilities of planning, instructing, and assessing students. In a co-teaching setting, the teachers are considered equally responsible and accountable for the classroom. This model differs from push-in (one educator responsible for certain students in a group) and team teaching (one educator is responsible for the students for only part of the curriculum).

~~7.10.2 Any professional educator assigned to a co-teaching setting, shall be provided a full day of professional development on co-teaching models no later than the end of the first week of school. Following the professional development, professional educators who co-teach may: 1) submit up to one hour per week per content subject (6-12) or per grade level (K-5) of compensation for time spent co-planning, 2) be released from staff meetings for one hour per staff meeting and submit for compensation on weeks when there are no staff meetings, or 3) be provided an hour per week of co-planning time in addition to the educator's individual planning time.~~

7.9.2 Reasonable effort will be made to provide common planning periods to improve collaboration with general education teachers that are co-teaching. When common planning cannot be achieved, up to ten (10) hours per school year may be submitted by each co teacher for common co-planning outside the work day.

**7.9 10**        **Restroom Breaks**

The building principal shall ensure that arrangements are made for restroom breaks for professional educators.

**7.10 11**       **Meetings/Trainings**

7.110.1       Professional educators may be required on all thirty (30) Tuesdays during the school year to attend meetings or training sessions starting after ~~at the beginning of~~ the fifteen (15) minute planning time at the end of the day and continuing for up to one hour and thirty ~~fifteen~~ minutes beyond the workday.

~~7.10.2 The District will publish a schedule of the thirty (30) staff meetings before the end of the prior school year.~~

~~7.11.20.3~~    Professional educators will be responsible for completing ~~four (4) hours of~~ District mandatory online training ~~outside of scheduled staff meeting time~~. There will be no staff meetings on at least two (2) Tuesdays between the start of the school year and the due date of the mandatory online training.

~~7.11.30.4~~    Child Development Specialists, School Social Workers, School Psychologists, Audiologists and Student Services Specialists may be required to attend trainings or meetings beyond the work day on Tuesdays only if the trainings or meetings fall within their workday/workweek provisions as set out in paragraph 7.4.

~~7.11.40.5~~    Part-time professional educators shall not be required to attend meetings/trainings that are not contiguous with their workday. Required attendance at meetings/trainings contiguous with the workday and at evening events / Parent/Teacher Conferences shall be pro-rated for part-time professional educators.



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~~7.11.50.6~~ The District shall provide each professional educator professional development on implicit bias, anti-racism, and culturally responsive practices. These trainings will be available to all professional educators within the workday and standard work year. PAT will review providers prior and give feedback after trainings through the IPC.

~~7.11.6 Professional educators may be required to take part in Professional Learning Communities (PLCs) or similar meetings designed to share educator expertise and student data during the workday. At least half of the PLCs will be teacher directed. PLC time scheduled by administration does not count as planning time. Any increase in duties for an individual educator resulting from PLCs requires the District to provide an offset with the reduction of other time-related duties of the professional educator.~~

### 7.124 Itinerants

7.124.1 The workday of a professional educator who works in more than one (1) building or is assigned outside the District shall not exceed the workday above and shall be covered by planning time and other provisions of this Article.

7.124.2 An adequate amount of travel time ~~(including at least five (5) minutes to set up a class upon arrival and five (5) minutes to leave a class to go to another worksite)~~ shall be allowed for professional educators who must change worksites during the workday.

7.124.3 Neither planning time nor the duty-free lunch time shall be used for travel time between worksites.

7.124.4 If there are disagreements over the itinerant professional educator's schedule and workload, the supervisor(s) and the building representative(s) shall write a summary of the dispute and submit the summary to the Human Resources and the Association for resolution.

~~7.13.5 Professional educators required to move between multiple work spaces within a site will be given adequate transition time and transition time will not interfere with Planning Time, Lunch or increase workload on the educator.~~

~~7.13.6 All professional educators who are not assigned a dedicated classroom shall be provided adequate storage (as collaboratively determined by the professional educator and the building administrator) space in which to keep students' work, supplies, and equipment.~~

### 7.132 Part-time

7.132.1 The workday and work load for part-time professional educators shall be proportional to that of full-time professional educators.

7.132.2 The workday for part-time professional educators shall be stated as a percentage of full-time in accordance with the chart below. Other percentages shall be calculated in the same manner.



| <u>Workday – 7.0 Hours 45 Minutes</u> |                   | <u>Workday – 8 Hours</u> |                   |
|---------------------------------------|-------------------|--------------------------|-------------------|
| <u>Percentage</u>                     | <u>Time</u>       | <u>Percentage</u>        | <u>Time</u>       |
| 10% (.10)                             | 47 minutes        | 10% (.10)                | 48 minutes        |
| 20% (.20)                             | 1 hr. 33 minutes  | 20% (.20)                | 1 hr. 36 minutes  |
| 25% (.25)                             | 1 hr. 56 minutes  | 25% (.25)                | 2 hours           |
| 30% (.30)                             | 2 hrs. 20 minutes | 30% (.30)                | 2 hrs. 24 minutes |
| 40% (.40)                             | 3 hrs. 06 minutes | 40% (.40)                | 3 hrs. 12 minutes |
| 50% (.50)                             | 3 hrs. 53 minutes | 50% (.50)                | 4 hours           |
| 60% (.60)                             | 4 hrs. 39 minutes | 60% (.60)                | 4 hrs. 48 minutes |
| 66% 2/3%                              | 5 hrs. 07 minutes | 66% 2/3%                 | 5 hrs. 20 minutes |
| 70% (.70)                             | 5 hrs. 26 minutes | 70% (.70)                | 5 hrs. 36 minutes |
| 75% (.75)                             | 5 hrs. 49 minutes | 75% (.75)                | 6 hours           |
| 80% (.80)                             | 6 hrs. 12 minutes | 80% (.80)                | 6 hrs. 24 minutes |
| 90% (.90)                             | 6 hrs. 59 minutes | 90% (.90)                | 7 hrs. 12 minutes |
| 100% (1.0)                            | 7 hrs. 45 minutes | 100% (1.0)               | 8 hours           |

7.132.3 FTE for part-time professional educators may fluctuate from year to year. ~~from .5 FTE to .66 FTE, .67 FTE to .74 FTE, .75 FTE to .99 FTE based on the needs of the particular assignment. A reduction in FTE that results in a reduction of benefits/planning time/lunch etc. for the professional educator shall be considered a layoff subject to the provisions of Article 20.~~

7.132.4 If there are disagreements over the part-time professional educator's schedule and/or workload, the supervisor and the building representative shall write a summary of the dispute and submit the summary to the Human Resources and the Association for resolution.



## 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 school year, the District shall schedule students in such a way that the class size and caseload do not exceed the caps listed in the table below. 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.~~

8.3 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 AND MODIFIED FROM FOOTNOTE]

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 implement one of these three options:

- a. Within two weeks ~~one week~~, move students to meet the limit.
- b. Within two weeks ~~one week~~ 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.

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.~~ The Association may submit a request of information to obtain 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 8.3.5 and 8.3.6.



- 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 Threshold ~~Class Cap~~ and Percentage Charts**

8.3.3.1 ~~To provide the parents and students who make up Portland Public Schools community a safe and productive educational environment,~~ Effective July 1, 2018, ~~the following teaching/caseload thresholds class/caseload target sizes overload numbers, and class/caseload caps~~ shall be established with the expectation of providing overload pay to individual professional educators if the District chooses to exceed these thresholds. ~~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.~~

a. Elementary (PK-5)

| Position  | Target Size   | Teaching Load Threshold for Overload Pay <del>Class Size Cap</del>  | % of Base Salary increased per Student over the Thresholds <del>Target Size</del>   |
|---|---------------|---|---|
| K   | <del>18</del> | 24  | 3% (1.5% each semester) <del>Increase salary by 5% (-.5% each pay period) per student over 20 (triggered by first student over)</del> |
| 1-3<br><del>4</del>   | <del>20</del> | <del>25</del> 26  | 3% (1.5% each semester) <del>Increase salary by 5% (-.5% each pay period) per student over 22 (triggered by first student over)</del> |
| 4-5 (and self-contained 6 <sup>th</sup> grade) <del>2-5 (and self-contained 4-6<sup>th</sup> grade)</del> | <del>22</del> | 28  | 3% (1.5% each semester) <del>Increase salary by 5% (-.5% each pay period) per student over 24 (triggered by first student over)</del> |
| Elementary Specialists<br>Core Enrichment Professional Educators* including librarians/media specialists  |               | Determined by average overload of the building beginning with the average of 1.0 overage. The average will be rounded to the closest whole number thereafter. | 3% (1.5% each semester) <del>5% (-.5% each pay period)</del>  |

\* 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<br><del>Teaching Load Cap</del> | % of Base Salary increased per Student over the Threshold<br><del>Target Size</del>  |
|---|----------------|--|--|
| MS Teachers<br>Professional Educators                   | <del>125</del> | 150  | Increase salary by 3% (1.5% each semester) per five Students over Threshold (triggered by first student over)<br><br><b>Increase salary by 5% (.5% each pay period) per five students over 125 (triggered by first student over)</b> |
| MS Performance Class Teachers<br>Professional Educators | <del>135</del> | 220  | Increase salary by 3% (1.5% each semester) per five Students over Threshold (triggered by first student over)<br><br><b>Increase salary by 5% (.5% each pay period) per five students over 135 (triggered by first student over)</b> |
| HS Teachers<br>Professional Educators                   | <del>150</del> | 160  | Increase salary by 3% (1.5% each semester) per five Students over Threshold (triggered by first student over)<br><br><b>Increase salary by 5% (.5% each pay period) per five students over 135 (triggered by first student over)</b> |
| HS Performance Class Teachers<br>Professional Educators |                | 225  | Increase salary by 3% (1.5% each semester) per five Students over Threshold (triggered by first student over)  |
| <b>MS/HS Physical Education Professional Educators</b>  | <b>150</b>     | <b>175</b>   | <b>Increase salary by 5% (.5% each period) per five students over 160 (triggered by first student over)</b>  |

|   |            |            |  |
|---|------------|------------|--|
| <b>MS/HS<br/>Performing Arts<br/>Professional<br/>Educators</b> | <b>175</b> | <b>225</b> | <b>Increase salary by<br/>5% (.5% each pay<br/>period) per ten<br/>Students over 185<br/>(triggered by first<br/>student over)</b> |
|---|------------|------------|--|

c. ~~Overload Pay for Special Education Teachers and~~ **[MOVE TO ARTICLE 31] Overload  
Pay for Specialists**

| Position   | Target Size | Teaching Load /<br>Caseload<br>Threshold for<br>Overload Pay | % of Base Salary<br>increased per<br>Student over the<br>Threshold  |
|--|-------------|--|---|
| Special<br>Education<br>Teachers Special<br>Schools Program<br>(Pioneer) | 7           | 10 students  | Increase salary by<br>5% (2.5% each<br>semester) per<br>student over the<br>Threshold   |
| Special<br>Education<br>Teachers Self<br>Contained-Focus<br>Classrooms   | 7           | 13 students  | Increase salary by<br>5% (2.5% each<br>semester) per<br>student over<br>Threshold   |
| Special Ed.<br>Teachers<br>(Learning<br>Center HS)                       | 22          | 32 students  | Increase salary by<br>3% (1.5% each<br>semester) per<br>Student over<br>Threshold   |
| Special Ed.<br>Teachers<br>(Learning<br>Center MS)                       | 21          | 31 students  | Increase salary by<br>3% (1.5% each<br>semester) per<br>Student over<br>Threshold   |
| Special Ed.<br>Teachers<br>(Learning<br>Center PK-5)                     | 20          | 30 students  | Increase salary by<br>3% (1.5% each<br>semester) per<br>Student over<br>Threshold   |
| Speech and<br>Language<br>Pathologists                                   | 30          | 50 students  | Increase salary by<br>3% (1.5% each<br>semester) per<br>Student over<br>Threshold   |
| School Counselors<br>(All levels)  | 1 to 250    | 1 to 350 students  | <b>Increase salary<br/>by 5% (.5% each<br/>pay period) per<br/>20 students over<br/>270 (triggered<br/>by first student<br/>over)</b> |
| Elementary<br>Counselors   | 1 to 75     | 1 to 500 525 students  | Increase salary by<br>3% (1.5% each<br>semester) per 10<br>Students over<br>Threshold<br>(triggered by first<br>student over)         |



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|  |  |   |  |
|--|--|---|--|
| Middle School Counselors   | <del>1 to 250</del>                            | 1 to <del>425</del> 475 students  | Increase salary by 3% (1.5% each semester) per 10 Students over Threshold (triggered by first student over)  |
| High School Counselors   | <del>1 to 500</del>                            | 1 to <del>375</del> 400 students  | Increase salary by 3% (1.5% each semester) per 10 Students over Threshold (triggered by first student over)  |
| Middle School <u>Teacher Librarians /Media Specialist</u> s                              | <del>1 to 500</del>                            | <del>1 to 600</del> Students 1 to 850 students with credit of 375 students for full-time library assistant.                 | Increase salary by 3% (1.5% per semester) per 100 students over the Threshold (triggered by first student over)<br><del>Increase salary by 5% (.5% each pay period) per 25 students over 525 (triggered by first student over)</del> |
| High School <u>Teacher Librarians/Media Specialists</u>                                  | <del>1 to 900</del>                            | 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 3% (1.5% per semester) per 100 students over the Threshold (triggered by first student over)<br><del>Increase salary by 5% (.5% each pay period) per 50 students over 950 (triggered by first student over)</del> |
| School Psychologists   | <del>1 to 135</del> special education students |   | Increase salary by 3% (1.5% each semester) per five (5) Students over Threshold (triggered by first student over)  |
| <del>School Psychologists in buildings with 25% or more special education students</del> | <del>1 to 110</del>                            | <del>1 to 135</del>   | <del>Increase salary by 5% (.5% each pay period) per five (5) students over 115 (triggered by first student over)</del>  |

|                                     |  |   |  |
|-------------------------------------|--|---|--|
| <b>School Social Workers</b>        | <b>1 to 400</b>  | <b>1 to 500</b>   | <b>Increase salary by 5% (.5% each pay period) per twenty (20) students over 420 (triggered by first student over)</b> |
| <b>ESL/ELL</b>                      | <b>1 to 30</b><br><b>Newcomers and Students with Interrupted Formal Education shall be counted as 1.5 students</b> | <b>1 to 40</b>  | <b>Increase salary by 5% (.5% each pay period) per 2 students over 32 (triggered by first student over)</b>            |
| <b>Adapted PE</b>                   | <b>1 to 36</b>   | <b>1 to 50</b>  | <b>Increase salary by 5% (.5% each pay period) per 2 students over 40 (triggered by first student over)</b>            |
| <b>Community Transition Program</b> | <b>Team 1 - 7</b><br><b>Team 2 - 13</b><br><b>Team 3 - 22</b>  | <b>Team 1 - 10 14</b><br><b>Team 2 - 18 20</b><br><b>Team 3 - 28 32</b> | <b>Increase salary by 53% (.5% each pay period) per student over the target (triggered by first student over)</b>      |

8.3.4 Elementary specialist classes will not exceed 35 ~~26~~ students per class.

~~8.3.5 Under no circumstances shall PK class size exceed the ratios and group sizes delineated in OAR 414-300-3130.~~

8.3.6 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.

8.3.3 Special student count rules:

- 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.~~

~~e.—b.~~ 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 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.—c.~~ Students in "double blocks" shall be counted in each class.

~~e.—All students shall be counted as a minimum of 1 student for all counts.~~

~~d. e~~ The target size and overage 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.

#### 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.~~

~~Any student who is not covered in 8.3.7.a or 8.3.7.b shall be considered part of the educator's student load and count towards overage pay and class size calculations.~~

#### 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. ~~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. **[Moved to 8.5.1]**

**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) 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 ~~45~~ **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~~ **schools** 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~~ **are subject to the** 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 is ~~assigned~~ **they are** 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 ~~is assigned~~ **they are** 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.<sup>2</sup>
- 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.<sup>3</sup>
- 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:
- 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.
  - ~~The starting time for the SSI shall not be before 7:00 a.m. without a specific contract exception.~~
  - ~~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.~~
  - ~~The daily work schedule for the SSI may be extended to provide time to attend staff meetings that may normally occur beyond his/her 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 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 schedule was so extended, the SSI shall be compensated at his/her per diem hourly rate for such extended time. The extended workday shall not exceed eight (8) hours without a specific contract exception.~~

e. ~~b.~~ SSIs shall receive the same daily prep/planning time otherwise due to the individual ~~s/he~~ **they are** 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 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. ~~c.~~ 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. ~~d.~~ For the purposes of the articles on layoff and transfer, SSI shall be considered as a "subject".

**e. 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 AND MODIFIED FROM FOOTNOTE]**

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<sup>2</sup> ~~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.~~

<sup>3</sup> ~~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 **their** coverage.~~



- k.—~~f.~~ Notwithstanding subparagraph (j ~~d~~) 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 **Expression of Milk in the Workplace** ~~Mother Friendly 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 and 8.10 MOVED TO NEW ARTICLE 31 - SPECIAL EDUCATION]**

~~8.9~~ — IEPs

- ~~8.9.1~~ Professional educators who are required to conference regarding IEPs 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.

~~8.9~~ — **504s**

- 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 per diem hourly rate. One hour shall be allotted for each student plan.

~~8.10~~ — Special Education Spaces and Materials

**Full Continuum of Special Education Services [MOVED FROM ARTICLE 9]**

**The District shall maintain a full continuum of special education services and sufficient seats in a variety of programs to meet students' identified special education needs.**

Special Education professional educators shall have:

- ~~8.10.1~~ A dedicated space/classroom;  
~~8.10.2~~ Instructional, academic, and curriculum materials available in classroom; and  
~~8.10.3~~ Materials and curriculum for social/emotional skill needs of the students available in the classroom.



- 8.11 The District shall supply and maintain materials in current adoptions. The District shall provide 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.~~

~~8.4.1 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.**



## ARTICLE 10 ACADEMIC FREEDOM AND INSTRUCTION

### 10.1 Academic Freedom

10.1.1 Professional educators shall be guaranteed academic freedom in instructional presentations and discussions and in faculty discussions of education policy. Professional educators may introduce controversial materials provided such presentations, discussions, and materials are appropriate and relevant to course content and grade level subject to accepted standards of professional responsibility (see PPS Academic Freedom in the Instructional Program 6.20.011-AD as of 03-15-13).

10.1.2 The District shall consult with professional educators over decisions regarding the selection of districtwide textbooks. Within generally accepted professional and content standards, professional educators are responsible for determining the **instructional practices, assessments (\*Clarifying existing practice, intent, and language),** supporting materials and methods used for day to day instruction, including differentiating instruction based on student needs.

### 10.2 Student Grades

Student grades issued by a teacher shall not be changed by a supervisor or altered due to software limitations of the District's grading system unless a substantive reason clearly exists. This Section shall not be interpreted to cause a teacher(s) to assign grades in any manner which deviates from general district- wide practices. If an administrator changes a student grade, such administrator will notify the teacher in writing of such change, and the reason(s) for such change.

10.3 The parties will convene a work group to evaluate and seek mutually agreeable policies and procedures regarding intellectual property issues.

### 10.4 Instructional Time

The District and Association recognize and value instructional time. To that extent the district commits to having a standardized assessment footprint that, as a target, aims to have the total average time of all district mandated standardized assessments to not exceed 0.65% of instructional time at each grade level as calculated by the district based on the assessment guidelines of each assessment provider. The total of all Standardized Assessments and/or District mandated assessments shall not exceed 1.2% of instructional hours. This does not include State and Federal assessments, and assessments chosen by educators to inform their instruction or required for identification or monitoring of special education services, eligibility or determination of english language proficiency.

10.5 Ownership of Materials and Publications: Unless otherwise provided by a separate contract, the respective rights of an employee and the District as to ownership of materials and publications developed by the employee are to depend upon the origins of the material in question, as follows:

10.5.1 If the materials were developed by the employee as a project commissioned by the District, or in fulfillment of a specific job assignment, the materials are the exclusive property of the District. (e.g., a course outline developed by a TOSA for



that purpose).

~~10.5.2 If the materials were developed by the employee in the course of performing regular duties, but were not specifically required or specifically assigned as a part of the job, the materials are to be owned by the employee, but the District shall be deemed a licensee (without fee) for purposes of internal District use only (e.g., classroom teacher, in furtherance of regular planning obligations, develops lesson plans which turn out to have value to other teachers and to the District):~~

10.45.23 If the materials were developed by the employee independent of regular duties, and on the employee's own time and without use of District resources, the materials are the exclusive property of the employee (e.g., working at home, English teacher with personal interest in computers develops a software package for tracking and computing grades; or teacher writes textbook on own time, drawing upon prior District experience).

~~10.5.4 Before an employee or the District utilizes any student produced material beyond the purpose for which it was initially submitted by the student, a written consent or waiver in favor of the District and employee must be obtained from the student and parent/guardian. Subsequent use and ownership shall depend upon the nature of the resulting material/publication produced by the employee pursuant to a, b and c above.~~

10.5.3 "The parties agree that federal copyright controls all questions of materials ownership. This CBA is intended to be in compliance with that law, including the legal definition of a work made for hire, a statutorily defined term.

#### ~~10.6~~ Climate Justice Summits

~~10.6.1 If the District shall host/participates in an annual Portland Public Schools Climate Justice Summits for students, community members, and/or professional educators, the following shall apply:~~

~~10.6.2 The Climate Justice Summit shall be planned, developed, and implemented collaboratively by the Climate Justice Committee.~~

~~10.6.3 The District shall provide two days of paid release time for three (3) High School, three (3) Middle School, and three (3) Elementary School professional educators for the purpose of planning and implementing a Portland Public Schools Climate Justice Summit for students, community members, and other professional educators. The language in this clause shall not prevent the District from providing additional paid release time for the purpose of planning implementing a Climate Justice Summit for professional educators.~~



**ARTICLE 21**  
**MENTOR PROGRAM / PROFESSIONAL GROWTH**

**21.1 Professional Educator Mentor Program**

- 21.1.1 The District intends to maintain a mentor program for the purpose of providing support and assistance to new and/or inexperienced professional educators.
- 21.1.2 The District intends that the Professional Educator Mentor Program described in Article 21 of this Agreement, in addition to academic mentoring, also provide a culturally specific mentoring support program to newly hired educators of color, who may request a mentor of color. Educators of color who volunteer to provide this support shall be compensated at 3% percent of base salary, for each colleague they support. ~~The District and the Association will meet by November 8th, 2021 to collaborate on developing a continuum of supports for new educators of color, including training for those providing culturally specific mentoring.~~
- 21.1.3 Depending on the needs of the District and the mentor program, mentors may be assigned on either a full-release or an extended responsibility basis.
- 21.1.3.1 Full-release mentors shall be compensated according to placement on the salary schedule plus one thousand five hundred dollars (\$1500) per school year.
- 21.1.3.2 Extended responsibility mentors shall be compensated according to placement on the salary schedule, plus they shall receive extended responsibility pay per school year in accordance with Appendix B.
- 21.1.4 The mentor program shall operate within the following parameters:
- 21.1.4.1 A professional educator must have contract status and four (4) or more years of experience in the District in order to be eligible to be a mentor. No professional educator shall be designated as a mentor without ~~his/her~~ **their** consent.
- 21.1.4.2 Mentors shall not participate in the evaluation of beginning professional educators (mentees). Observations made and data collected by the mentor shall be used solely for the purpose of providing assistance to the mentee and shall not be used in the evaluation of the mentee. Supervisors/evaluators and mentors shall not discuss individual mentee concerns/areas for improvement without the prior approval of the mentee. Written or other reports of a mentor regarding a mentee may not be used in the mentee's evaluation.
- 21.1.4.3 **At the educator's request the mentor program may be used as part of a** ~~The mentor program shall not be used as part of a~~ **Plan Program** of Assistance<sup>1</sup> ~~for Improvement~~ for any professional educator.
- 21.1.4.4 Collaborative Assessment Logs (CAL) shall not be shared with supervisors or used in the evaluation of the mentee. Self-assessment instruments shall not be used to evaluate mentors or mentees.
- 21.1.4.5 Mentees shall not be required to develop additional professional goals beyond what is required in the *Portland Public Schools Handbook for Professional Growth and Evaluation*.
- 21.1.4.6 Any professional educator released from regular duties to participate in activities related to the mentor program shall be released without loss of pay and shall not be charged leave. Mentors and mentees who are asked and volunteer to work up to five (5) days outside the standard school year shall be compensated at their per diem rate of pay.
- 21.1.4.7 The ratio of mentors to mentees in the full-release model shall be no more than 1 to 15. Any change to the ratio shall be by mutual agreement between the District and the Association. The extended responsibility mentor model operates on a one-to-one basis.

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<sup>1</sup> **The language used here to describe a Plan of Assistance must be aligned to match the language in the Evaluation Handbook that refers to Programs of Assistance of Improvement.**



- 21.1.4.8 The Association shall partner with the District in the selection of mentors. The Mentor Selection Rubric shall not be used to evaluate a professional educator. Videos of mentors' coaching practices shall not be used in the evaluation of mentors.
- 21.1.4.9 Reconsideration of assignments shall not result in a reduction of FTE assigned to any mentor.
- 21.1.4.10 The mentor program may be expanded or discontinued at the discretion of the District.
- ~~21.1.4.11 Any Professional Educator new to the profession, or new to the District, who are required for licensure to complete a clinical fellowship (or equivalent requirement) will receive support from an Educator on Special Assignment for supervision related to the completion of their clinical Fellowship Year and/or for assistance transitioning to District systems.~~
- ~~21.1.4.12 Special Educators new to the profession or new to the District will receive mentorship and/or peer support during the first three (3) years of employment in the District. When possible, this mentorship or support will be offered through a Special Education colleague at their work location who will be provided time in their workday to provide support and will be paid ER for each hour worked for any work done outside of the contract day. If no Special Educator is available at the work location, the District will provide a mentor or peer support from another work location.~~

[ALL LANGUAGE BELOW HAS BEEN MOVED TO ARTICLE 22]

- ~~21.2 The Guidelines for Professional Growth/In-service shall be revised by the District and the Association and distributed to professional educators.~~
- ~~21.2.1 Continuing Education Obligations~~
- ~~It is recognized that there may be in-service offerings that professional educators are requested by the District to attend outside the normal professional work day described in Articles 6 to 8. In such cases, professional educators who agree to attend shall be paid at the professional educator's regular hourly rate under the salary schedule.~~
- ~~21.2.2 Tuition Reimbursement~~
- ~~21.2.2.1 The District shall pay the full cost of tuition and other reasonable coursework expenses (e.g., laboratory fees, books, and the like) incurred in connection with any specific courses, workshops, seminars, conferences, in-service training sessions, or other such sessions in which attendance is specifically requested or required by the District. This section applies to coursework and other expenses (including testing and other licensure fees) related to adding other licensures requested by the District.~~
- ~~21.2.2.2 The District shall reimburse professional educators for tuition cost for up to six (6) non-cumulative hours in a 12-month period for which graduate credit is granted by a college or university. Reimbursement shall be for the cost of tuition or the tuition rate for graduate courses at Portland State University, whichever is less. Coursework must be toward an advanced degree, TSPC licensure, professional education courses, or related to the professional educator's assignment. Evidence of a passing grade is required. Reimbursement shall not be made for books, lab fees, I.D. cards, gym fees, food, housing, transportation, supplies or other tuition expenses. Professional educators shall be reimbursed within sixty (60) days of submitting proof of satisfactory completion of the course. A professional educator must remain employed with the District for at least one (1) semester following reimbursement.~~
- ~~21.2.2.3 Tuition reimbursement funds shall be available to temporary professional educators employed for a position that is expected to exist for more than one hundred thirty five (135) days. In addition, a temporary teacher who is employed for less than one hundred thirty five (135) days may apply and may be approved for tuition reimbursement if their building administrator supports their application for the funds. The temporary teacher who receives tuition reimbursement must remain employed with the District for at least one (1) semester following~~



~~reimbursement if the District offers the temporary teacher continued employment.~~

~~21.2.2.4 Tuition reimbursement funds may be used by professional educators for fees associated with classes, workshops, and conferences that are necessary to obtain and maintain licensure.~~

~~21.2.3 National Board Teacher Examination Certification Fees~~

~~Reimbursement shall also be made for the fee charged to a professional educator who takes and passes the a State or National Board Teacher Examination Certification to obtain a licensure/credential/specialty area endorsement. This amount shall be within the tuition cost as stated in Section 21.2.2.2.~~

~~21.2.4 State Approved Professional Exams~~

~~A professional educator may access his/her professional growth funds for requests for High Objective State Standards of Evaluation (HOSSE) assessments or for State Approved Core Academic exams such as the Praxis or Oregon Educator Licensure Assessment (ORELA/NES). Professional educators shall be reimbursed following sixty (60) days of submitting documentation of a passing score or a copy of the HOSSE request submitted to TSPC.~~

~~21.3 The District shall pay, either through reimbursement to the professional educator or direct payment to the appropriate agencies, for the cost of fingerprinting for licensure/certification renewal.~~

~~21.4 Because Speech and Language Pathologists participate in Medicaid billing for services, the District shall pay for licensure costs/fees for Speech and Language Pathologists to obtain or renew licensure from Board of Examiners for Speech-Language Pathology and Audiology.~~

~~21.5 Student Teachers/Interns~~

~~Upon mutual agreement between the professional educator and the District, student teachers, interns or observers may be placed with the professional educator. The District will request that the college or university advise the professional educators of the type and amount of honorarium to be paid at the time the professional educators are asked to be a supervising teacher/educational professional.~~

~~21.6 The District and the Association agree pipeline programs for future educators of color to join the District align with the District's and the Association's core values of racial equity and social justice and student achievement, particularly underserved students. The parties are in support of programs, such as the Portland Teacher Program (PTP) and the District's Career Lattice Programs focused on educators of color, including the EA/Para Teacher track and the Coach to Teacher Track. Applicants who have participated in the Portland Teacher Program, EA/Para Teacher track, Coach to Teacher Track, or any other future Career Lattice Program focused on educators of color are eligible to receive letters of intent as described under Article 18.4.4.1.~~





## ARTICLE 22 PROFESSIONAL ~~IMPROVEMENT~~ GROWTH

- 22.1** The District and the Association support the principle of continuing training for professional educators, participation by professional educators in professional organizations in the areas of their specializations, and leaves for work on advanced degrees or special studies, foreign travel and participation in community education projects.

[FOLLOWING WAS MOVED FROM ARTICLE 21, NOW 22.2 TO 22.6]

- 22.2** ~~21.2~~ The Guidelines for Professional Growth/In-service shall be revised by the District and the Association and distributed to professional educators.

**22.2.1** ~~21.2.1~~ Continuing Education Obligations

It is recognized that there may be in-service offerings that professional educators are requested by the District to attend outside the normal professional work day described in Articles 6 to 8. In such cases, professional educators who agree to attend shall be paid at the professional educator's regular hourly rate under the salary schedule.

**22.2.2** ~~21.2.2~~ Tuition Reimbursement

**22.2.2.1** ~~21.2.2.1~~ The District shall pay the full cost of tuition and other reasonable coursework expenses (e.g., laboratory fees, books, and the like) incurred in connection with any specific courses, workshops, seminars, conferences, in-service training sessions, or other such sessions in which attendance is specifically requested or required by the District. This section applies to coursework and other expenses (including testing and other licensure fees) related to adding other licensures requested by the District.

**22.2.2.2** ~~21.2.2.2~~ The District shall reimburse professional educators for tuition cost for up to six (6) non- cumulative hours in a 12-month period for which graduate credit is granted by a college or university. Reimbursement shall be for the cost of tuition or the tuition rate for graduate courses at Portland State University, whichever is less. Coursework must be toward an advanced degree, TSPC licensure, professional education courses, or related to the professional educator's assignment. Evidence of a passing grade is required. Reimbursement shall not be made for books, lab fees, I.D. cards, gym fees, food, housing, transportation, supplies or other tuition expenses. Professional educators shall be reimbursed within sixty (60) days of submitting proof of satisfactory completion of the course. A professional educator must remain employed with the District for at least one (1) semester following reimbursement.

**22.2.2.3** ~~21.2.2.3~~ Tuition reimbursement funds shall be available to temporary professional educators employed for a position that is expected to exist for more than one hundred thirty-five (135) days. In addition, a temporary teacher who is employed for less than one hundred thirty-five (135) days may apply and may be approved for tuition reimbursement if their building administrator supports their application for the funds. The temporary teacher who receives tuition reimbursement must remain employed with the District for at least one (1) semester following reimbursement if the District offers the temporary teacher continued employment.

- ~~Tuition reimbursement funds may be used by professional educators for fees associated with classes, workshops, and conferences that are necessary to obtain and maintain licensure.~~



**22.2.3 ~~21.2.3~~ National Board ~~Teacher Examination~~ Certification Fees**

Reimbursement shall also be made for the fee charged to a professional educator who takes and passes the a **State or National Board Teacher Examination Certification** to obtain a **licensure/credential**/specialty area endorsement. This amount shall be within the tuition cost as stated in Section ~~21.2.2.2~~ **22.2.2.2**

**~~22.2.4~~ ~~21.2.4~~ State Approved Professional Exams**

A professional educator may access his/her their professional growth funds for requests for ~~High Objective State Standards of Evaluation (HOSSE) assessments or for State Approved Core Academic exams such as the Praxis or Oregon Educator Licensure Assessment (ORELA:NES).~~ Professional educators shall be reimbursed following sixty (60) days of submitting documentation of a passing score ~~or a copy of the HOSSE request submitted to TSPC.~~

**22.3** ~~21.3~~ The District shall pay, either through reimbursement to the professional educator or direct payment to the appropriate agencies, for the cost of fingerprinting for licensure/certification renewal.

**22.4** ~~21.4~~ Because Speech and Language Pathologists participate in Medicaid billing for services, the District shall pay for licensure costs/fees for Speech and Language Pathologists to obtain or renew licensure from Board of Examiners for Speech-Language Pathology and Audiology.

**22.5** ~~21.5~~ Student Teachers/Interns

Upon mutual agreement between the professional educator and the District, student teachers, interns or observers may be placed with the professional educator. The District will request that the college or university advise the professional educators of the type and amount of honorarium to be paid at the time the professional educators are asked to be a supervising teacher/educational professional.

**22.6** ~~21.6~~ The District and the Association agree pipeline programs for future educators of color to join the District align with the District's and the Association's core values of racial equity and social justice and student achievement, particularly underserved students. The parties are in support of programs, such as the Portland Rise to Teach Teacher Program (PTP) and the District's Career Lattice Programs focused on educators of color, including the EA/Para-Teacher track and the Coach to Teacher Track. Applicants who have participated in the Portland Teacher Program, EA/Para-Teacher track, Coach to Teacher Track, or any other future Career Lattice Program focused on educators of color are eligible to receive letters of intent as described under Article 18.4.4.1.

**22.7** ~~22.2~~ Professional Growth Improvement Fund

The District agrees to annually budget a fund to pay the expenses of professional educators who work half-time (.5) or more to attend professional conferences.

**22.8** ~~22.3~~ A conference to be attended may be selected by the professional educator. Approval shall not be denied provided the conference has a is consistent with District goals including racial equity, climate justice, or other legitimate pedagogical purpose and related to PK-12 education. Transportation, meals, lodging, and registration shall be deemed appropriate expenses. Meals shall be reimbursed at the IRS rate, which shall be adjusted annually. A professional educator attending such conferences and meetings shall be granted sufficient leave time to attend without loss of compensation. The approval shall designate what portion, if any, of such leave time shall be charged against professional leave. Professional educators shall, upon request, submit a written report regarding such conferences. Professional educators are eligible for advances on professional ~~improvement~~ **growth** funds when necessary documentation is presented. If an advance is not requested, professional educators shall be reimbursed within thirty (30) days of submitting complete and accurate documentation of expenses.

**22.8.1** ~~22.3.1~~ Professional educators are eligible for advances on professional-improvement **growth** funds when necessary documentation is provided. If an advance is requested by the professional educator and such advance request is approved by the District, payment in consideration of that advance will be issued within thirty (30) days of the date the expense is expected to be incurred. Consistent with



IRS regulation and District policies and procedures, the District's Travel/Training Expense Reimbursement Request Form and all supporting documentation of expenses related to the advance received must be submitted no later than sixty (60) days from the date the actual expense was incurred. The District shall notify the professional educator of the sixty-day (60-day) deadline when the member is approved for the funds, and thirty (30) days after the approved trip is scheduled to begin. For this provision "days" means calendar days.

**22.8.2** ~~22.3.2~~ If an advance is not requested, professional educators shall be reimbursed within thirty (30) days of submitting complete and accurate documentation of expenses. Consistent with IRS regulations and District policies and procedures, the District's Travel/Training Expense Reimbursement Request Form and all supporting documentation of expenses must be submitted no later than sixty (60) days from the date the expense was incurred.

**22.8.3** ~~22.3.3~~ If a professional educator submits for reimbursement beyond the sixty (60) day limit, the amount of reimbursement shall be reduced by the amount of employer and employee associated taxes.

**22.9** ~~22.4~~ A professional educator may access his/her professional improvement funds for requests for ~~High Objective State Standards of Evaluation (HOUSSE) assessments or for~~ State Approved Core Academic exams such as the Praxis or Oregon Educator Licensure Assessment (ORELA). Professional educators shall be reimbursed following sixty (60) days of submitting documentation of a passing score or a copy of the HOUSSE request submitted to TSPC.

**22.10** ~~22.5~~ The cost of substitutes made necessary by attendance at conferences for which expenses are paid from the fund shall be borne by the District and shall not be charged against the fund.

**22.11** ~~22.6~~ The Guidelines for use of the Professional **Growth Improvement** Fund shall be revised by the District and the Association and distributed to professional educators. Under this Agreement, the following guidelines shall be implemented:

**22.11.1** ~~22.6.1~~ One Thousand ~~Seven Five~~ Hundred **and fifty** Dollars (~~\$1750~~ **\$1750**) shall be available to professional educators only once every three ~~two~~ years.

**22.11.2** ~~22.6.2~~ Applications must be processed within one (1) week of being submitted by the professional educator.

**22.11.3** ~~22.6.3~~ These funds shall not be available to temporary professional educators unless the temporary educator is employed for a position that is expected to exist for more than one hundred thirty-five (135) days. In addition, a temporary teacher who is employed for less than one hundred thirty-five (135) days may apply and may be approved for Professional **Growth Improvement** Funds if their building administrator supports their application for the funds and expects the individual to be re-employed by the District the following year.



## **ARTICLE 31** **SPECIAL EDUCATION**

**31.1 It is the intent of the Portland Public Schools District and the Portland Association of Teachers to work together to meet the diverse and unique needs of the District's students receiving special education services and to comply with Federal and State laws and regulation. All students will receive an education within the Least Restrictive Environment (LRE) that provides them the needed support for a Free and Appropriate Education (FAPE).** ~~No significant changes or modifications to current service delivery models used in the District shall be made without mutual agreement of the parties.~~

### **31.2 Full Continuum of Special Education Services** **[MOVED FROM ARTICLE 9.5]**

**31.2.1 The District and the Association recognize the necessity of timeliness in addressing the essential learning needs and conditions of the students. As such,** ~~The District shall maintain a full continuum of special education services and sufficient seats in a variety of programs to meet students identified special education needs. To effectively monitor the extent to which the District is meeting its obligations to provide a full continuum of Special Education services, including but not limited to the allocation of staff to fully implement Individualized Education Plans, the District and the Association shall regularly review through the Contract Administration Committee how effectively the District is providing a full continuum of Special Education services. In addition to reviewing and identifying any problems in the provision of services, the parties will by mutual agreement implement specific actions to address staffing or other obstacles identified in the Contract Administration that are preventing the District from providing a full continuum of Special Education services...~~ **for eligible students with disabilities, within an appropriate individual program for each student in the least restrictive environment, consistent with State and Federal regulations. Services for all students eligible for special education shall be provided to the maximum extent in the general education environment. When specially designed instruction (SDI) is provided in the general education classroom, The District will allocate support as defined in the student's individual education plan (IEP).**

~~31.2.3 The terms of this Article do not in any other way modify or amend the PAT/PPS collective bargaining agreement or its application to Professional Educators assigned to a Special Education position.~~

~~31.2.4 For all professional educators assigned to provide special education services to students in one or more buildings, Article 7.13 applies. (Language on Itinerants)~~

### **31.3 Staff Ratios and Caseloads**

**31.3.1 Caseload refers to the number of students for which a staff member is providing services and IEP/due process case management.** ~~Special educator caseloads will be defined as the number of students in which professional educators are required to perform any two or more of the following activities: assess or screen students, attend IEP process meetings (including evaluation planning), track student progress data, write evaluation reports, create materials for the student, facilitate group~~



~~or individual activities, provide ongoing consultation with staff.~~

#### **31.4 Case Management Time**

**31.4.1** In addition to contractually provided planning days, special education professional educators required to conference with parents and write IEPs shall be provided four (4) ~~six (6)~~ days of released time, per year, for that purpose. A special education professional educator may elect to use these days or the equivalent hours before or after the school year or outside ~~his/her~~ **their** workday at ~~his/her~~ **their** per diem hourly rate of pay. **[MOVED FROM ARTICLE 6.5.4]**

**31.4.2** All SPED **special education** case managers will receive a case management period each day for due process paperwork, evaluation work, and IEP work. At the elementary level, the case management period will be at least 40 minutes per day, and no less than 320 minutes total per week. At the middle school and high school levels, the case management period will be not less than the equivalent of one standard class period ~~per day~~. High school SPED **special education** educators will receive a substantially equivalent amount of case management time as other SPED **special education** educators. School Psychologists and Speech Language Pathologists are also entitled to self-schedule a period of time each day equivalent to a standard class period (or at least 40 minutes per day, and no less than 320 minutes total per week, for those at the elementary level) for due process paperwork, evaluation work, and IEP work. These periods of time for SPED **special education** case managers, School Psychologists and Speech Language Pathologists reserved for SPED **special education** paperwork will be in addition to planning time already guaranteed under Article 7.8. Educators shall have access to students during their case management time. Scheduling of this time will be determined by mutual agreement between the Educator and Administrator.

#### **31.5 Overload Pay**

**31.5.1** The primary methodology for calculating PAT member overload pay can be found in the following table. ~~Article 8.~~ ~~The District shall adhere to the Special Education overload procedures outline in Article 8~~ class size and special educator caseload caps delineated in Article 8 of this agreement.

~~Special educator caseloads will be defined as the number of students in which professional educators are required to perform any two or more of the following activities: assess or screen students, attend IEP process meetings (including evaluation planning), track student progress data, write evaluation reports, create materials for the student, facilitate group or individual activities provide ongoing consultation with staff.~~

**[TABLE MOVED FROM ARTICLE 8]**

a. Overload Pay for Special Education Teachers

| Position | <b>Target Size</b> | Teaching Load / Caseload Threshold for Overload Pay <b>Class Size Cap</b> | % of Base Salary increased per Student over the Threshold <b>Target Size</b> |
|----------|--------------------|---|--|
|          |                    |   |  |

|  |               |                                       |   |
|--|---------------|---------------------------------------|---|
| Special Education Teachers Special Schools Program (Pioneer) | <del>7</del>  | 10 students                           | Increase salary by 5% (2.5% each semester) per student over the Threshold<br><del>Increase salary by 5% (.5% each pay period) per students over 7 (triggered by first student over)</del> |
| Special Education Teachers Self Contained-Focus Classrooms   | <del>7</del>  | 13 students<br><del>10 students</del> | Increase salary by 5% (2.5% each semester) per student over Threshold<br><del>Increase salary by 5% (.5% each pay period) per students over 7 (triggered by first student over)</del>     |
| Special Ed. Teachers (Learning Center HS)                    | <del>22</del> | <del>28</del> 32 students             | Increase salary by 3% (1.5% each semester) per Student over Threshold<br><del>Increase salary by 5% (.5% each pay period) per student over 22 (triggered by first student over)</del>     |
| Special Ed. Teachers (Learning Center MS)                    | <del>21</del> | <del>26</del> 31 students             | Increase salary by 3% (1.5% each semester) per Student over Threshold<br><del>Increase salary by 5% (.5% each pay period) per student over 21 (triggered by first student over)</del>     |
| Special Ed. Teachers (Learning Center PK-5)                  | <del>20</del> | <del>25</del> 30 students             | Increase salary by 3% (1.5% each semester) per Student over Threshold<br><del>Increase salary by 5% (.5% each</del>   |

|  |                     |                                     |  |
|--|---------------------|-------------------------------------|--|
|  |                     |                                     | <del>pay period) per student over 20 (triggered by first student over)</del>   |
| Speech and Language Pathologists/<br><b>Assistive Tech and Feeding Team</b>          | <del>30</del>       | <del>40</del> 50 students           | Increase salary by 3% (1.5% each semester) per Student over Threshold<br><br><del>Increase salary by 5% (.5% each pay period) per 2 students over 32 (triggered by first student over)</del>   |
| School Psychologists   | <del>1 to 500</del> | 1 to 135 special education students | Increase salary by 3% (1.5% each semester) per five (5) Students over Threshold (triggered by first student over)<br><del>Increase salary by 5% (.5% each pay period) per 20 students over 520 (triggered by first student over)</del> |
| <b>School Psychologists in buildings with 25% or more special education students</b> | <del>1 to 110</del> | <del>1 to 135</del>                 | <del>Increase salary by 5% (.5% each pay period) per five (5) students over 115 (triggered by first student over)</del>  |
| <b>School Social Workers</b>   | <del>1 to 400</del> | <del>1 to 500</del>                 | <del>Increase salary by 5% (.5% each pay period) per twenty (20) students over 420 (triggered by first student over)</del>   |
| <b>Adapted PE</b>  | <del>1 to 36</del>  | <del>1 to 50</del>                  | <del>Increase salary by 5% (.5% each pay period) per 2 students over 40 (triggered by first student over)</del>  |



|                                    |   |   |   |
|------------------------------------|---|---|---|
| Community<br>Transition<br>Program | <del>Team 1 - 7</del><br><del>Team 2 - 13</del><br><del>Team 3 - 22</del> | <del>Team 1 - 10-14</del><br><del>Team 2 - 18 20</del><br><del>Team 3 - 28 32</del> | Increase salary<br>by 53% (.5%<br>each pay period)<br>per student over<br>the target<br>(triggered by<br>first student<br>over) |
|------------------------------------|---|---|---|

### 31.6 Special Education Policies and Procedures

**31.6.1** Special Education policies and procedures shall be based on federal and state special education laws. Any District Special Education policies and procedures shall be made available as they become effective to all employees. each school year by October 15. The District shall will provide notice to the Association Staff anytime changes are made to these policies, procedures, and processes. If there are district procedures not specified in the OARs, they shall not cause an undue delay in special education processes (evaluation, eligibility or placement). Any new policies or procedures developed will be shared with the Association through the contract/admin process prior to implementation. or paperwork that cause an increased workload must be approved by the Association.

### 31.7 Rights of Educators who educate Supporting- Students Receiving Special Education Services

**31.7.1** All special-education and general-education teachers have the right to receive access to a copy of the IEP/IFSP from the Case Manager or provided through the Student Information System of a student receiving special education services. as soon as it becomes available, including any information regarding related services, medical alerts, transportation needs, behavior or safety plan, evaluation reports, functional behavioral assessments, placement determinations and any other needed records, before the student begins in the educator's classroom. When possible, the professional educator will have at least 24 hours' notice before a student begins in their classroom or on their caseload.

- review the IEP/IFSP with any relevant specialists before the student is assigned to an educator's classroom;
- have access to regular consultation and support from special education staff in order to ensure implementation of the IEP/IFSP;
- request the IEP/IFSP of a student assigned to their class be reviewed for possible modification; and;
- request a meeting with special education administration to discuss adding district support and/or a change of placement when a student's needs are consistently interfering with the educator's work in a way that either creates an unsafe work environment for the educator or does not allow for other students' IEPs to be fully implemented.

**31.8 IEPs [MOVED FROM ARTICLE 8.9.1]**

**31.8.1** Professional educators who are required to conference regarding IEPs shall have a substitute provided to allow for such meetings to occur within the workday. If professional educator volunteers to attend such ~~conference~~ **meeting** 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 **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.

**31.9 Special Education Spaces and Materials [MOVED FROM ARTICLE 8.10]**

Special Education professional educators shall have:

- a. A dedicated space/classroom;
- b. **Access** to all instructional, academic, and curriculum materials available in the **core** classroom **for all the grade levels for which the Special Educator provides services, including student materials;** and
- c. Materials and curriculum for social/emotional skill needs of the students available in the classroom.
- d. **The materials required by 8.10.2 b and 8.10.3 c shall be provided to the Special Education educator prior to the start of the school year.**

**~~31.10~~ Mentorship for Special Educators [Addressed in Article 21]**

~~Special Educators new to the profession or new to the District will receive mentorship and/or peer support during the first three (3) years of employment in the District. When possible, this mentorship or support will be offered through a Special Education colleague at their work location who will be provided time in their workday to provide support and will be paid ER for each hour worked for any work done outside of the contract day. If no Special Educator is available at the work location, the District will provide a mentor or peer support from another work location~~