

## 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 2024-2025 school year, the District will make a good faith effort to establish that the class size, teaching load, and caseload do not exceed the threshold listed in the table below, except as otherwise provided in the remainder of this article.

### 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.

8.3.2 Both parties recognize and agree that overload numbers are not a staffing model.

8.3.2.1 Student loads will be calculated on the third Monday in October and the third ~~Tuesday~~ Monday in February. If a professional educator's load exceeds the limits in 8.3.3, the District will implement one of these options:

a. Within two weeks, move students to meet the limit.

~~b.~~ Within 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 in the case of an emergency. Except as provided in 8.3.2.2, the professional educator may decline the assistant or paraeducator and select the stipend (8.1.1.1.c), and at the same time refer the matter to the Class Size Committee process, as set forth below in 8.3.7.

~~c.~~ Pay any professional educator over a threshold a stipend equal to 1.5% of the base BA+015 salary per semester; in accordance to the amount listed in the chart in 8.3.3.1 and at the same time refer the matter to the Class Size Committee process, as set forth below in 8.3.7.

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. Within two weeks of the beginning of each semester, 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. [Bargaining Note: correct the article referenced]

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 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-

**8.3.4** 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. **[Bargaining note: may be moved to top of document during housekeeping]**

### **8.3.6 Guidelines**

**8.3.6.1** The target size identified in the following charts do not trigger overage payments or other relief, but are recognized by the parties as goals.

**8.3.6.2** Effective July 1, ~~2018~~ **20223**, the following teaching/caseload thresholds shall be established, with the expectation of providing overload pay to individual professional educators if the District chooses to exceed these thresholds.

#### **a. Elementary (K-5)**

Position	Target Size	Teaching Load Threshold for Overload Pay	% of Base Salary increased per Student over the Threshold
K	18	24	3% (1.5% each semester) per student over the Threshold <b>[Bargaining Note: "per student over the threshold" added for clarity]</b>
1	20	26	3% (1.5% each semester) per student over the Threshold
2-3	22	26	3% (1.5% each semester) per student over the Threshold
4-5 (and self-contained 6 <sup>th</sup> grade)	22	28	3% (1.5% each semester) per student over the Threshold
Elementary Specialists Core Enrichment Professional Educators* including teacher librarians	26	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) per student over the Threshold

\* 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	% of Base Salary increased per Student over the Thresholds
MS Professional Educators	125	150	Increase salary by 3% (1.5% each semester) per five Students over Threshold (triggered by first student over)
HS Professional Educators	135	160	Increase salary by 3% (1.5% each semester) per five Students over Threshold (triggered by first student over)
MS/HS Physical Education Professional Educators	150	175-190	Increase salary by 3% (1.5% each semester) per five Students over Threshold (triggered by first student over)
MS/HS Performing Arts Professional Educators	175	225-230-220	Increase salary by 3% (1.5% each semester) per five Students over Threshold (triggered by first student over)
HS Performancee Class Teachers		225	Increase salary by 3% (1.5% each semester) per five Students over Threshold (triggered by first student over)

c. Overload Pay for Special Education Teachers and Specialists

Position	Target Size	Teaching Load Threshold for Overload Pay	% of Base Salary increased per Student over the Thresholds
Special Education Teachers Special Schools Program (Pioneer)	7	10 students	Increase salary by 5% (2.5% each semester) per student over the Threshold
Special Education Teachers Self Contained-Focus Classrooms	7	13 students	Increase salary by 5% (2.5% each semester) per student over the Threshold
Special Ed. Teachers (Learning Center HS)	22	32 students	Increase salary by 3% (1.5% each semester) per student over Threshold
Special Ed. Teachers (Learning Center MS)	21	31 students	Increase salary by 3% (1.5% each semester) per student over Threshold
Special Ed. Teachers (Learning Center PK-5)	20	30 students	Increase salary by 3% (1.5% each semester) per student over Threshold
Speech and Language Pathologists	30	50 students	Increase salary by 3% (1.5% each semester) per student over Threshold

Speech and Language Pathologist Assistive Tech and Feeding Team	1 to 75	1 to 125	Increase salary by 3% (1.5% each semester) per two (2) students over Threshold (triggered by first student over)
School Counselors (All levels)	1 to 250	1 to 350 students	Increase salary by 3% (1.5% each semester) per ten (10) students over Threshold (triggered by first student over)
Middle School Teacher Librarians/Media Specialists	1 to 500	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 Threshold (triggered by first student over)
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 3% (1.5% per semester) per 100 students over Threshold (triggered by first student over)
<b>School Psychologists</b> [Bargaining Note: Returning to CCL would also require editing the Special Education article as described in the cover sheet]	1 to 110	1 to 135 special education students	<b>Increase salary by 3% (1.5% each semester) per five (5) Students over Threshold (triggered by first student over)</b>
<del>School Psychologists in buildings with 25% or more special education students</del>	<del>1 to 110</del>	<del>1 to 135 special education students</del>	<del>Increase salary by 3% (1.5% each semester) per five (5) Students over Threshold (triggered by first student over)</del>
School Social Workers (Elementary) [Bargaining note: Pending MOA on SW threshold workgroup]	1 to 400	1 to 500	Increase salary by 3% (1.5% per semester) per 20 students over Threshold (triggered by first student over)
ESL/ELL  Newcomers and Students with Interrupted Formal Education shall be counted as 1.5 students	1 to 30	1 to 57	Increase salary by 3% (1.5% per semester) per 2 students over Threshold (triggered by first student over)
Adapted PE	1 to 36	1 to 55	Increase salary by 3% (1.5% per semester) per 2 students over Threshold (triggered by first student over)

Community Transition Program	Team 1 - 7 Team 2 - 13 Team 3 - 22	Team 1 - 12 Team 2 - 20 Team 3 - 30	<u>Increase salary by 5% (2.5% each semester) per student over Threshold (triggered by first student over).</u>
------------------------------	--	---	---

- 8.3.6. Elementary specialist classes will not exceed 35 students per class.
- 8.3.7. Annually, the District will provide its staffing ratios as part of its Staffing Guidelines and Core Program Requirements. In the event the District intends to modify the Staffing Guidelines it shall provide at least thirty (30) days' notice and upon request meet and discuss with PAT prior to making such changes.
- 8.3.8. The District will continue to pay overages in the 2023-24 school year and all subsequent years according to the provisions of this agreement, unless an alternative solution is agreed to by the parties.

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 conditions in Article 8.3.2.1 are met related to class size, caseload and overage pay, as set forth above. The Class Size Committee may take into consideration 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. Possible options may include but not be limited to: rebalancing classes, multiple grade-level blends or combination classes, assigning educational assistants or other push-in support, using existing licensed FTE, or other school based options, taking into account programmatic, individual student needs, physical space constraints, and competing needs. The committee shall not discuss personally identifiable information contained in student educational records in order to avoid Family Educational Rights and Privacy Acts (FERPA) violations.

**8.3.9.1.** Teachers will not be asked individually to exceed these limits. To address a single class size or caseload exceeding a threshold, the building administrator may meet with the building Association representative and the affected professional educator to discuss the class size or caseload thresholds and to collaborate on solutions. In no event will a solution be implemented without the review and consultation of the building Association's representative and impacted teacher(s). If the issue is not resolved, it may be brought to the class size committee for resolution; the process described in Section 8.3.7.3 shall not apply to a single class-size or student issue.

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

8.3.9.2.0. School Principal

8.3.9.2.1. Assistant/Vice-Principal or other administrator selected by the District

8.3.9.2.2. 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.

8.3.9.2.3. A building rep OR another licensed staff person appointed by the Association

8.3.9.3. **All affected teachers will be invited to attend the Class Size Committee to participate in the discussion of possible solutions. Upon mutual agreement of the Association and an administrator, two (2) parents/guardians will be jointly appointed invited to attend by the principal and the association building representative to participate in the discussion of possible solutions not centered on a specific student or class. If the principal and the association representative are unable to agree on two parents/guardians to appoint, the principal will appoint one parent/guardian and the association will appoint the other while taking in consideration the diverse school community, including race, gender, ability, language & socio-economic status. Lack of parent/guardian involvement will not preclude the committee from developing recommendations.**

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

8.3.11. The Class Size Committee will convene, if necessary one to three times between March 1<sup>st</sup> and October 1<sup>st</sup>, during the educator work year, and other times as needed.

8.3.12. If a solution is not reached at the building level, the district's Chief of Schools **or their designee**, and a representative from the Association will meet and make a good faith effort to resolve the issue.

8.3.13. The parties may agree to submit any disputes not resolved after the building level class size committee process, to mediation, and will request the appointment of a mediator from the State of Oregon.

8.3.14. If the previous steps of the process have not resulted in a resolution, the superintendent (or their designee) and the President of PAT (or their designee) shall meet for a final effort to resolve the issue.

8.3.15. When the building-level above outlined process for addressing class-size concerns is observed, the implemented outcome is not subject to the grievance procedure.

8.3.16. 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.

8.3.17. Special student count rules:

8.3.17.1. 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.

8.3.17.2. **All students shall be counted as a minimum of 1 student for all counts.**

8.3.17.3. 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.

8.3.17.4. Students in “double blocks” shall be counted in each class.

**8.3.17.5. The target size 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.**

**8.3.17.6. Refer to the overage methodology for any student not specifically identified in this article.**

#### 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.

#### 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 **Qualified Mental Health Professional/ School Social Workers** and other specialists shall ~~not be assigned to an amount of duty time equivalent to than what is generally assigned to~~ other professional educators.

#### 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 available to respond**, 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 preferred substitute teaching colleagues for any absence of less than 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.<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) the hours specific to the school to which they are assigned 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~~ 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.
  - SSIs shall receive the same daily prep/planning time otherwise due to the individual ~~s/he~~ they are 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)**
- l. 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.

<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.

## 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 be afforded time ~~have a substitute provided~~ to allow for such meetings to occur within the workday. If a professional educator volunteers to attend **a 504 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 shall be allotted for each student plan.

~~8.10~~ **\*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 providing culturally or developmentally appropriate material or translation for students receiving instruction, providing they are teaching to state standards.**

- 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 meet the instructional needs of the program within which they teach.**

8.15 Accountability & Class Size Reporting

**The District will provide semi-annual reports to the Association and the Board of Education, that will include class size and overage data for all schools.**

**Article 8 Tentative Agreement**

  
For the Association

Date

11/24/23



For the District

11/26/23

Date