Workload: Limits on district mandates, including class size limits

Sample Contract Language

St. Paul Federation of Teachers
2015-17 contract

MEMORANDUM OF AGREEMENT: Class Size
In 2011 the District adopted the Strong Schools, Strong Communities strategic plan. As part of that strategic plan, specific class size ranges were established to provide more consistency of class size across the district while also allowing for some flexibility within each school. Both parties recognize that District Policy 101.00 (Racial Equity) obligates the District and Federation 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.

Beginning in 2014-2015 class sizes in elementary will, on average, per grade level in each school, be within the class size range indicated below. The class size, on average, per secondary teacher within core content classes for 6-8 or 9-12 shall be within the ranges indicated below.

The class size ranges for the higher poverty schools (the 30 SPPS schools with the highest percentage of students eligible for free and reduced lunch) are:

<table>
<thead>
<tr>
<th>Grades</th>
<th>Class size range</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pre-K</td>
<td>20 or less</td>
</tr>
<tr>
<td>K</td>
<td>20 – 25</td>
</tr>
<tr>
<td>1 – 3</td>
<td>22 – 25</td>
</tr>
<tr>
<td>4 – 5</td>
<td>25 – 28</td>
</tr>
<tr>
<td>6 – 8</td>
<td>29 – 33*</td>
</tr>
<tr>
<td>9 – 12</td>
<td>30 – 35*</td>
</tr>
</tbody>
</table>

*Range for secondary core content classes (core content classes are defined as Social Studies, Math, English, and Science) plus any art or technology classes with a studio or lab component.

The class size ranges for lower poverty schools are:

<table>
<thead>
<tr>
<th>Grades</th>
<th>Class size range</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pre-K</td>
<td>20 or less</td>
</tr>
<tr>
<td>K</td>
<td>22 - 26</td>
</tr>
<tr>
<td>1 – 3</td>
<td>22 - 27</td>
</tr>
<tr>
<td>4 – 5</td>
<td>25 - 29</td>
</tr>
<tr>
<td>6 – 8</td>
<td>29 - 35*</td>
</tr>
<tr>
<td>9 – 12</td>
<td>30 - 37*</td>
</tr>
</tbody>
</table>

*Range for secondary core content classes (core content classes are defined as Social Studies, Math, English, and Science) plus any art or technology classes with a studio or lab component.

Beginning in 2015-16, all secondary teachers’ classes, except teachers who teach classes such as concert band, orchestra, and choir, will fall within the ranges listed above.

Beginning in 2015-16, the class size range for higher-poverty elementary kindergarten will be 20-24.

The parties acknowledge that circumstances could arise where exceptions to the above class size ranges may be made. Such cases may include efforts to keep families together, enrollment patterns, population shifts, a decrease in state or
federal funding, an unusual variation between school enrollments at different grade levels or to allow the district to avoid creating split grade level classes. If class sizes are approaching or exceeding class size ranges a committee shall be formed. The committee shall be composed of the following members:

- The school’s principal
- Assistant Superintendent
- A teacher from an affected classroom or other staff in the affected license area
- The building steward OR another licensed staff person appointed by the Federation
- Two (2) parents, to be appointed by the school’s PTA or PTO (If there is no active PTA or PTO, the parents will be appointed by the principal and the building steward. If the principal and steward are unable to agree on two parents to appoint, the principal will appoint one parent and the steward will appoint the other.) Lack of parent involvement will not preclude the committee from developing recommendations.

The committee shall meet quarterly to review class size data for the classes approaching or exceeding class size ranges. In circumstances where exceptions to the agreed upon ranges are necessary, due to the reasons listed above, the committee shall determine strategies to provide additional classroom supports, other mitigation strategies and make recommendations to Student Placement on long-term strategies to comply with the class size ranges.

The Union Federation agrees not to grieve such an exception, when approved by a majority of the committee, for the remainder of the school year for which the exception is made. All exceptions expire at the end of each school year.

Enforcement:
The parties agree to submit any disputes not resolved after Step Three of the grievance process to grievance mediation and reach a resolution through grievance mediation.

Term:
This Agreement will remain in effect for the duration of the 2013-15 Labor Agreement and the 2015-17 Labor Agreement.

Bellingham (WA) Education Association
2011-14 contract

Section 7: CLASS SIZE/WORKLOAD

B. Allocation to Address Workload
The District will provide a fund each year of this Agreement to pay for solutions selected as a result of an overload as defined in D., E., and F. below. The fund total is calculated based on the prior year’s annual average FTE enrollment times seventeen and 22/100 dollars ($17.22). The Association acknowledges that this fund is the total amount of money available each year of this Agreement to address overloads. Half of the total amount will be available to address workload issues each quarter. Thus, if the fund is depleted before the end of the year and an overload occurs, the cost items in the list of possible solutions identified in G.1., 2., and 3. will no longer be available and the employee and immediate supervisor will work toward a mutually-agreeable non-cost resolution. Funds not used during the first semester shall be carried forward to support class size/workload requests during the second semester. Funds not used during the school year for which they were budgeted will not carry forward into the following school year. No funds will be encumbered for any teacher or group of teachers. However, if a teacher chooses and qualifies for a paraeducator both semesters, there will not be a break in service. This fund is established to address class size/workload overloads and is not intended to supplant current building budget resources.

During the first week of each month, October through May, the District will send to the Association President or designee the student enrollment report. Class size data for the purpose of determining averages as defined in this section will be provided to all members of the Association during the first week of October and February each year.
C. Limitations
The class size provisions are not applicable until October 1 and February 1 for second semester. The provisions in G.1. 3. below do not prohibit any staff member having specific class size/workload concerns regarding a unique situation from discussing those concerns with his/her immediate supervisor to arrive at a mutually agreeable solution to said concern.

The Association also acknowledges that the involvement of staff in the decision making process may result in decisions which cause class size/workloads to exceed the standards outlined in D. through F. Such decisions will be formalized, in writing, signed by all affected parties and provided to the Association President/designee and the Superintendent/designee. If such a decision/agreement results in class size/workloads exceeding the standards in D. through F., the solutions identified in section G. are not applicable. However, should conditions change, the affected staff will review the matter and either reaffirm their original decision or develop an alternative that is acceptable to the affected certificated staff and the building principal. If an acceptable alternative solution is not available, the affected staff may request a waiver of the provision from the Association and District.

The outcome resulting from the processes outlined in D. through G. is not subject to the grievance procedure. Employees whose class size or workload exceeds the criteria below in D. through F. may initiate the process outlined in Section G. below.

D. K-12 General Education Class Size/Workload Process
The District shall make a good faith effort to assign students with a diverse level of needs and talents to classes on an equitable basis. All mainstreamed special education students will be counted as one (1) full-time student in class average calculations, regardless of the amount of time the individual student attends the regular classroom.

For K-12 general education classes, class size/workload will be based on the class size averages on October 1 and then February 1 of the current year as follows.

- Grades K-5: Class size that exceeds the district-wide K-3 or 4-5 average by three (3) students. For teachers with a grade 3/4 class, the District will use the K-3 District average. Any 3/4 teacher whose class size exceeds the ratio average by three (3) students initiates the process.
- Grade K-5 Music and PE Specialists: Caseload that exceeds the District K-5 music and PE specialist average caseload by five percent (5%).
- Grade K-5 Elementary Support Specialist: Caseload that exceeds the District ESS average caseload by five percent (5%).
- Grades 6-12: Including PE, but not including music where higher class sizes are deemed desirable.
  - Individual Class: Class size in one period exceeds the District average for grades 6-8 and 9-12 by six (6) students, OR
  - Total Workload: Total workload (class size in each period taught added together) (see note below regarding middle level teams) that exceeds the District average total workload by three (3) students multiplied by the number of periods taught.
- Middle Level Teams: All language arts, math, science, and social studies teachers assigned to a team will have their workload determined based on the number of students assigned to the team, divided by the number of teachers assigned to the team. Middle level teams are not eligible for individual class “trigger” since they are able to determine and adjust their student count between teachers as needed.
- Grades 6-12 Counselors: Caseload that is five percent (5%) over the average caseload, defined as the current year October 1 and February 1 enrollments in grades 6-8 for middle level and grades 9-12 for high school level divided by the counselor FTE.

E. Special Education Staff Class Size/Workload Process
In the workload process, special education classes will be averaged with like classes (e.g., preschool, resource room, life skills, sensory impaired, etc.). The average will be based on the District’s current special education IEP caseload on October 1 and then February 1 as follows:

- Special Education P-12 School-Based Staff: Caseload that exceeds the District average in that like group by two (2).
- Psychologists and SLPs: Caseload that exceeds the District average caseload in that like group by five percent (5%).
• OT/PTs: Caseload that exceeds the District average caseload in that like group by five percent (5%). OT/PT caseloads will be developed jointly by the OT/PTs and be approved by the Special Education Director. Caseloads may include a weighting factor for different grade levels or programs.

F. Student Services Staff Workload Process
• Nurses: Caseload that exceeds the District average caseload in that like group by five percent (5%). Nurse caseloads will be developed jointly by the nurses and be approved by the Student Services Director. Caseloads may include a weighting factor for different grade levels or programs.

G. Possible Solutions to Class Size/Workload Issues
Any staff member who meets the appropriate class size/workload may complete the Class Size/Workload Worksheet and submit it to the Deputy Superintendent and BEA President for review and processing. Staff options are defined below.
1. Provide additional equipment, supplies, and materials or funds to support individual professional development.
   • Total workload for general education, special education, and student services: Up to four hundred and fifty and 00/100 dollars ($450.00) per semester.
   • One class period overload for middle or high school only: Up to three hundred and 00/100 dollars ($300.00) per semester. Teachers eligible for this option can choose to use “extra hours” of paraeducator/clerical time up to the amount of dollars available.
2. Provide additional paraeducator time for total workload, not an individual class. The time shall be the equivalent of thirty (30) minutes per day (two and one-half [2.5] hours per week) per semester for each student at or above the trigger number to a maximum of three (3) hours.
3. Provide for off-site work scheduled by the employee to be worked during the semester, verified by the employee, and reported on time summary.
   • Total workload for general education, special education, and student services: Two (2) days paid at two hundred and twenty-five and 00/100 dollars ($225.00) per day.
   • One class period overload for middle or high school