

District Package Mediation Proposal - October 31, 2023

BARGAINING NOTE: This is a package proposal, meaning it must be accepted in full to reach a tentative agreement. PPS is willing to discuss and bargain any aspect of this proposal separately, but the terms offered in this proposal are contingent on one another. Additionally, as we have consistently indicated, the District does not have an obligation to bargain permissive subjects and it does not intend to do so.

In addition to the included proposals on unresolved articles, the District's mediation proposal includes all tentative agreements previously reached by the parties. All tentative agreements reached by the parties are set forth below.

OPENED

Article 2 - Same as 10/25/23

Article 6 - Same as 10/25/23

Article 7 - See options

Option A: Same as 10/17/23

Option B: See attached

[Bargaining Note: There are two proposals for Article 7 related to planning time. Option A includes our proposal from 10/17 that offers 400 minutes of planning time for elementary educators. Option B includes 440 minutes of planning time for elementary educators and a new definition of planning time to account for any duty-free time to align with some of the surrounding districts modeled by PAT during negotiations.]

Article 8 - Same as Final Offer 9/22/23

Article 9 - See attached

[Bargaining Note: The changes to Article 9 are only to the title of the article and removal of the language that is now in the new article 33 - TBD to respond to the union's interests on environmental safety.]

Article 10 - Same as Final Offer 9/22/23

Article 12 - Same as 10/25/23

Article 13 - Same as Final Offer 9/22/23

Article 15 - Same as 10/25/23

Article 16 - Same as Final Offer 9/22/23

Article 17 - Same as Final Offer 9/22/23

Article 18 - Same as Final Offer 9/22/23

Article 19 - Same as Final Offer 9/22/23

Article 20 - Same as Final Offer 9/22/23

Article 23 - Same as Final Offer 9/22/23

Article 30 - Same as Final Offer 9/22/23

Article 31 - Special Education - See attached

Article 32 - Pre-K - See attached

[Bargaining Note: The attached Pre-K Article is a cleaned up version. No changes in language from last proposal]

Article 33 - TBD - NEW ARTICLE - See attached

Appendix A1: Same as Final Offer 9/22/23

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Appendix I: Same as Final Offer 9/22/23

Appendix J: Same as Final Offer 9/22/23

TENTATIVE AGREEMENTS (10)

Article 1 - Status and Effect of Agreement
Article 4 - Dues and Payroll Deductions
Article 5 - Grievance Procedure
Article 11 - School Improvement Councils
Article 14 - Mileage, Parking and procurement cards (P-Cards)
Article 21 - Mentor Program
Article 22 - Professional Growth
Article 25 - Complaint Procedure
Article 27 - Evaluation
Appendix L - Administrative Leave Letter Template

NOT OPENED (5)

Article 3 - Management Rights
Article 24 - Non-Discrimination
Article 26 - Personnel File
Appendix B: Extended Responsibility Schedule
Appendix H: Memorandum of Agreement - Safety (*EXPIRED*)

[Bargaining note: Articles in bold do not include strikethrough of PAT proposed language. These articles only include PPS's proposed language. Any language in green has already been agreed to by the parties.]

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~~**45**-p.m. For program reasons, the afternoon ending time can be adjusted to 5:~~30~~**45** 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 written notice and approval of their building administrator, to accommodate professional obligations and to meet personal needs. Any adjustments may not impact student instructional time or other required responsibilities.

~~7.7~~ If an administrator requests that a professional educator provide instruction (e.g. tutoring or small group instruction), **complete required training, or perform any other work duties**, 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.

7.87 Duty-free Lunch

7.87.1 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.

7.87.2 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.

7.98 Individual Planning Time

7.98.1 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:

7.98.1.1 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;~~

7.98.1.2 Middle Schools (Grades 6-8, except self-contained 6th 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;~~

7.98.1.3 Not less than three hundred and twenty (320) ~~sixty (360) four hundred and forty (440)~~ minutes per standard work week (prorated for partial weeks). Starting with the 2024-25 school year, Elementary Schools shall provide no less than four hundred (400) 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.~~

7.98.1.4 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]~~

7.10 Co-Teaching

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.~~

7.10.2 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 11 Restroom Breaks

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

7.40 12 Meetings/Trainings

~~7.120.1~~ Professional educators may be required on ~~all thirty (30)~~ Tuesdays during the school year to attend meetings or training sessions starting at the beginning of the fifteen (15) minute planning time at the end of the day and continuing for up to one hour and 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.~~

~~7.12.20-3~~ 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. **Educators will be provided release time to complete any trainings required above the 4 hours of mandatory online training.**

~~7.12.30-4~~ 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.

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~~7.12.40-5~~ 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.

~~7.12.50-6~~ 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.

7.134 Itinerants

~~7.134.1~~ 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.

~~7.134.2~~ 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 or classrooms/offices during the workday.

~~7.134.3~~ Neither planning time nor the duty-free lunch time shall be used for travel time between worksites.

~~7.134.4~~ 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.~~

7.142 Part-time

~~7.142.1~~ The workday and work load for part-time professional educators shall be proportional to that of full-time professional educators.

~~7.142.2~~ 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

7.142.3 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.~~

7.142.4 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.

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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.

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~~7.7~~**7.6** If an administrator requests that a professional educator provide instruction (e.g. tutoring or small group instruction), **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.

7.87 Duty-free Lunch

7.87.1 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.

7.87.2 Passing time during which a professional educator has direct responsibility for students shall not be part of the thirty (30) minutes duty-free lunch. Professional educators who leave the school site during such period shall notify the school office.

7.98 Individual Planning Time

Planning time shall be defined as any time during the contract day that a professional educator does not have direct responsibility for students, is not assigned a duty and is not taking their thirty (30) minute duty free lunch. Planning time also includes non-duty time as defined in 7.5.

7.98.1 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:

7.98.1.1 High Schools (Grades 9-12): Not less than the equivalent of one (1) standard class period per day;

7.98.1.2 Middle Schools (Grades 6-8, except self-contained 6th grade classes): Not less than the equivalent of one (1) standard class period per day;

7.98.1.3 Not less than three hundred and twenty (320) minutes per standard work week (prorated for partial weeks). **Starting with the 2024-25 school year, Elementary Schools shall provide no less than four hundred (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.

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

7.10 Co-Teaching

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).

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7.40 12 Meetings/Trainings

District Mediation Proposal - Article 7 - 10/31/23 (Option B)

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

~~7.12.20-3~~ 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.

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~~7.142~~ Part-time

~~7.142.1~~ The workday and work load for part-time professional educators shall be proportional to that of full- time professional educators.

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7.142.3 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.~~

7.142.4 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 9 STUDENT SUPPORT ~~AND DISCIPLINE~~ & / SAFETY

The District and Association are committed to an approach for student conduct and discipline that aligns with the PPS Vision and utilizes research based in Racial Equity and Social Justice, Restorative Justice, Trauma Informed and Culturally Sustaining Practices to minimize the use of exclusionary discipline and to maximize instructional time, while repairing harm done within the school community. Student success will not be predicted nor predetermined by national origin, race, culture, ethnicity, sex, language, socio-economic status, mobility, sexual orientation, disability, and/or religion. Student behavior is a communication of unmet needs, and makes sense when put in context. The disciplinary response process should be aimed at meeting these needs and create an environment that helps students find new ways to meet their needs. With this belief PPS will begin to move from exclusionary discipline to Restorative Practices for all Pre-K to 12th grades. These practices paired with meaningful and accessible instruction and guidance offer students and staff the opportunity to learn, grow and contribute to the school community.

9.1 Professional Educator Authority and Protection

The following sources for determining professional educator authority and protection shall be provided for an Association representative in each building:

- 9.1.1 Oregon Statutes on Discipline, Attendance and Exclusion of Students, Chapter 339 Oregon Revised Statutes;
- 9.1.2 Current District Disciplinary Procedures: *The Student Rights and Responsibilities Handbook* and *Guide*;
- 9.1.3 All administrative directives which are for the general knowledge of professional educators including building handbooks/rules; and
- 9.1.4 “Policies and Regulations” **of the Board related to student discipline.**

It is recognized that there may be normal delays between the time of adoptions and delivery of such materials to the building.

9.2 Definitions

For the purposes of this article, the following definitions shall apply,

- 9.2.1 Physical Attack/Harm: Intentionally **violent contact and/or** touching ~~(e.g.: poking, pinching, pushing)~~ or striking of another person against **their his or her** will or intentionally causing bodily harm to an individual.
- 9.2.2 Threat/Causing Fear of Harm: ~~Physical, verbal, written or electronic action~~ **An intention to cause injury to the body or property or rights of another person** which immediately creates **an objectively reasonable fear** of harm, without displaying a weapon and without subjecting the ~~victim~~ **impacted individuals (s)** to actual physical attack. **Threats may take many forms including verbal, gestural, written, electronic, or through a third person.**

9.3 Student Support ~~Student Discipline~~

- 9.3.1 The principal, supervisor or professional staff designee with input from the staff shall include the following minimum procedures in developing a written student **support** ~~discipline~~ **plan to outline the procedures for Tier 1, 2, and 3 supports.** Such procedures shall exist in each building or program. **To preserve student dignity and maintain an environment conducive to learning for all students, each building climate plan shall identify a location for licensed educators or building leadership to implement crisis prevention/deescalation strategies.** The process must

be in accordance with District policies and regulations and State law.

9.3.1.1 Use by the professional educator of individual independent in-class expectations, rules, and plans for **classroom student management and student-centered intervention plan**, in conformance with the building's **School Climate Plan discipline plan**.

9.3.1.2 ~~9.3.15~~ That if ~~unacceptable~~ **continuous disruptive** student behavior ~~occurs~~ **continues**, at either's request, the principal, or supervisor, and the professional educator shall develop and implement a mutually acceptable behavior **support** ~~correction~~ plan (**Functional Behavior Analysis (FBA)/Behavior Support Plan (BSP), Safety Plan, Supervision Plan**) involving, as appropriate, the principal, supervisor, professional educator, student and parent(s) and other resource staff. **The plan must take into consideration the impact of issues related to the student's trauma, race, gender identity/presentation, sexual orientation, disability, social emotional learning, and restorative justice as appropriate for the student.** The plan could include, but would not be limited to, behavior contracts, **SIT** ~~special education~~ referral, involvement of appropriate community agencies, use of **time-out rooms reset/self-regulation spaces** or other activities. The plan shall include **a review** of the specific areas of concern to be addressed, a timeline for completion, and the responsibilities of the student, professional educator, administrator and others. **The behavioral assessment and planning will be implemented in alignment with requirements outlined in Oregon State Law.**

9.3.1.3 ~~9.3.1.6~~ If the **support** plan does not result in a change in the disruptive behavior, the administrator in conference with the professional educator will **review the student support plan for the student and** take additional steps as may be appropriate which are consistent with and guided by the *Students' Rights and Responsibilities Handbook/Guide*. Each professional Educator shall be allowed to write referrals for any student under **their his/her** supervision at any stage of the referral process. **The administrator receiving the referral shall provide feedback within a reasonable period of time, generally defined as within three (3) school days.** Professional educators shall have access to referrals written by them and shall be able to track or receive documentation of the disposition of the referrals.

9.43 Student ~~Support and~~ Removal/ Discipline

9.4.1 ~~9.3.1.2~~ That a A professional educator may **refer** ~~remove~~ a student from class who is disrupting the educational program in a manner requiring immediate action by the professional educator, or who has exhibited a pattern of disruptive behavior **after repeated Tier 1 and 2 interventions, to the Principal or their designee.**, and send the student to a location designated by the principal. **In such situations, the professional educator shall complete a referral. Referral to the Principal/designee shall not include strategies outlined in a behavior support plan such as, needed breaks for students, brief reset and reteaching conferences with students, predetermined time-limited self-regulation strategies, and restorative practices. In such situations, an educator may will document the behavior with a level 1 referral.**

~~9.3.1~~ The principal, supervisor or professional staff designee with input from the staff shall include the following **minimum procedures in developing a written student plan to outline the procedures for Tier 1, 2, and 3 supports.** Such procedures shall exist in each building or program. The process must be in accordance with District policies and regulations and State law.

~~9.3.1.1~~ Use by the professional educator of individual independent in-class expectations, rules, and plans for **classroom student management and student-centered intervention plan**, in conformance with the building's **School Climate Plan discipline plan**.

9.4.2 ~~9.3.1.3~~ That tThe principal, supervisor or **their his/her** designee shall, at the professional educator's request, confer with the professional educator without disrupting the professional educator's classes. **Communication to the professional educator** Such conference generally shall take place prior to returning the student to class unless the principal, supervisor or **their his/her** professional designee is not available, in which case the conference shall take place when the principal, supervisor or professional designee becomes available.

- 9.4.3** ~~9.3.1.4~~ That a **Δ** procedure shall exist for **handling supporting** students removed from class when the principal, supervisor or professional designee is out of the building and, therefore, not available for a conference required by the professional educator. Such procedure shall provide that only professional personnel shall have a decision-making role in the **handling supporting** of such students.
- ~~9.3.1.5~~ That if **unacceptable disruptive** student behavior continues, at either's request, the principal, or supervisor, and the professional educator shall develop and implement a mutually acceptable behavior **correction** plan involving, as appropriate, the principal, supervisor, professional educator, student and parent(s) and other resource staff. **The plan must take into consideration the impact of issues related to the student's trauma, race, gender identity/presentation, sexual orientation, disability, social emotional learning, and restorative justice as appropriate for the student.** The plan could include, but would not be limited to, behavior contracts, **special education** referral, involvement of appropriate community agencies, use of **time out rooms reset/self regulation spaces** or other activities. The plan shall include **a review of** the specific areas of concern to be addressed, a timeline for completion, and the responsibilities of the student, professional educator, administrator and others.
- ~~9.3.1.6~~ If the **support** plan does not result in a change in the disruptive behavior, the administrator in conference with the professional educator will **review the student support plan for the student and** take additional steps as may be appropriate which are consistent with and guided by the *Students' Rights and Responsibilities Handbook/Guide*. Each professional Educator shall be allowed to write referrals for any student under **their his/her** supervision at any stage of the referral process. **The administrator receiving the referral shall provide feedback within a reasonable period of time, generally defined as within three (3) school days.** Professional educators shall have access to referrals written by them and shall be able to track or receive documentation of the disposition of the referrals.
- 9.4.4** ~~9.3.1.7~~ An allegation that a student has committed Threat/Causing Fear of Harm or Physical Attack/Harm upon a professional educator shall result in the **temporary** removal of the student from the responsibility of the professional educator pending administrative investigation of the incident, **consistent with state and federal law.** The administrator shall **follow the adopted discipline policies to inform their next steps for the student utilizing all information from the investigation.** exercise appropriate progressive discipline as set forth above. If the investigation shows Physical Attack/Harm did occur and the professional educator so recommends, the student shall not be returned to the affected professional educator's responsibility.
- 9.4.5** ~~9.3.1.8~~ In accordance with **Oregon law** ~~the Students' Rights and Responsibilities Handbook/Guide~~, any student who has been involved in a violation of state or federal law regarding **firearms weapons** at school shall be immediately suspended pending administrative investigation. If the investigation confirms that the student was in violation of state or federal law regarding weapons at school, the student shall be reported to the appropriate law enforcement agency. The student shall be expelled from school for a period of not less than one calendar year **for possession of a firearm in accordance with ORS 339.250(7).** The Superintendent or the Deputy Superintendent may modify the disciplinary consequences on a case-by-case basis.
- 9.4.6** ~~9.3.1.9~~ Any student found to have committed Threat/Causing Fear of Harm or Physical Attack/Harm upon a professional educator shall be immediately subject to appropriate discipline in accordance with the **Oregon State Law and District policy, which may include temporary removal or suspension of the student.** ~~Students' Rights and Responsibilities Handbook/Guide.~~ However, **there shall be a minimum of five (5) days suspension for a Threat/Causing Fear of Harm and mandatory expulsion for the remainder of the year for Physical Attack/Harm. The (5) days suspension is intended to allow time for the District and Building Team to develop and implement a Student Support Plan.** The Superintendent or Deputy Superintendent **Area/Senior Director** may modify the disciplinary consequences on a case by case basis **provided the modifications follow district guidelines.** A report of the modifications of disciplinary consequences shall be provided to the Superintendent **and the PAT** at least twice a year.

~~9.4.7 For PK-5 students, the minimum five (5) day suspension for Threat/Causing Fear of Harm shall not apply; however, an intervention shall occur and the Threat/Causing Fear of Harm will be documented. If the Threat/Causing Fear of Harm rises to the standard in law, a suspension may be allowed. Crisis Prevention/Intervention strategies will be implemented as designated in the building climate plan as appropriate. The student may be referred to the Student Intervention Team for consideration of intervention. The Student Intervention Team will collaborate with Professional Educators who are responsible for the student for implementation of the student support plan.~~

~~9.4.7 9.3.1.10~~ Any student making a serious or menacing threat of harm to the person, property or family members of a professional educator shall be immediately subject to appropriate discipline in accordance with **Oregon State Law and District policy**, ~~the Students' Rights and Responsibilities Handbook/Guide.~~

9.5 9.3.2 Climate Plan and Culturally Responsive Tiered Fidelity Inventory (CR-TFI)

9.5.1 The principal and the Building Climate Team shall include the following minimum procedures in developing a written School Climate Plan to outline the procedures for Tier 1, 2, and 3 supports and each building's behavioral matrix based off of the Student Rights and Responsibilities Handbook. Such procedures shall exist in each building or program. The process must be trauma-informed in accordance with District policies and regulations and State law.

9.5.2 9.3.2.1 The building discipline procedure (School Climate Plan) is under continuous review in a process as outlined in a District approved Inventory of Multi-Tiered System of Supports (e.g.: Tiered Fidelity Inventory (~~TFI~~ **TEI**)).

9.5.3 9.3.2.2 Copies of the specific building discipline procedures/school climate **handbook plan** shall be clearly communicated to all staff during Professional Development (PD) before the start of each school year. Copies of the specific building procedures/school climate **handbook plan** shall be distributed to students and families by the end of the first week of school **in the languages spoken in the building**. Copies shall also be posted online on the school's website **in all supported languages**. **In addition, the School Climate Handbook will be posted online in all supported languages.**

9.5.4 9.3.2.3 The District shall ensure that all School Climate **Handbooks Plans** are in accordance with the District/PAT Collective Bargaining Agreement, District policy, and State and Federal laws.

9.5.5 9.3.2.4 The District shall ensure that all schools shall maintain a School Climate Team. Each member of the School Climate Team will complete training and the District shall provide substitutes as necessary when this training is taking place.

9.5.6 9.3.2.5 The District shall ensure that all schools establish and maintain a process to identify and implement school wide expectations (as contemplated by the CR-TFI) with students, teachers, and families using the following components of the CR-TFI as a guide:

- a. 1.3 – Behavioral Expectations
- b. 1.10 – Faculty Involvement
- c. Student/Family/Community Involvement

9.5.7 9.3.2.6 Using 1.10 (Faculty Involvement) and 1.11 (Student/family/Community Involvement) of CR TFI, the District shall direct all schools to continue working towards the level of "Fidelity" in their Tier 1 work.

9.5.8 9.3.2.7 The District shall ensure that supports are available to facilitate this work including but not limited to:

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- a. Scheduled trainings **on the district-designated online learning platform. on the Learning Campus** (required)
- b. Funds available, **as circumstances allow**, to provide site-based trainings **(e.g., implicit bias, antiracism, and culturally responsive practices)** and provide sub coverage for staff, as well as extended hours to participate in identified professional development opportunities
- c. ~~MTSS School Climate~~ **Educator Directed access to TOSAs, such as MTSS TOSA** for development and follow up
- d. Professional development time **that is relevant** before the first student day designated to update staff on past climate plan work and to review school wide expectations
- e. At least an hour a month in staff meetings designated to **school-related Professional Learning for School Improvement, Climate and Culture (SEL, RJ, Equity, PBIS, SIT, Tiered Support, PLC PD, etc.)** building climate team work.

9.5.9 ~~9.3.2.8~~ The District shall direct Office of School Performance (OSP) Leadership to seek monthly updates of school process implementing the CR-TFI.

9.5.10 ~~9.3.2.9~~ The District shall facilitate in-depth training for new building administrators on CR-TFI.

9.5.11 ~~9.3.2.10~~ In the exercise of authority by a professional educator to ~~control and~~ maintain **an environment that is conducive to teaching and learning** ~~order and discipline~~, the professional educator may use reasonable and professional judgment concerning matters not provided for by specific policies adopted by the Board and/or federal and state laws or regulations.

9.6.4 Behavioral Supports

9.6.4.1 The purpose of the District-level program of behavioral supports and strategies is to foster a sense **of agency, self-efficacy, and belonging** ~~a safe and supportive environment~~ for students and professional educators. This will be accomplished through the implementation of a multi-tiered system of support, and other practices and engagement strategies.

9.6.4.2 The work of the ~~Department of Student Support Service (DSSS)~~ **Office of Student Support Services** will include:

9.6.4.1.1 Overseeing and assessing the behavioral support needs of the District;

9.6.4.1.2 Building capacity within each school/program by working collaboratively with professional educators, building principals, and OSP Leadership;

9.6.4.1.3 Reviewing school-based behavioral Tier 1 and Tier 2 supports in place at the school and in classrooms.

9.6.4.1.4 Identifying appropriate Tier 2 and Tier 3 evidence-based behavior interventions to support schools

9.6.4.1.5 Stabilizing critical situations for students and professional educators in a temporary capacity, until recommendations for support are communicated to the building principal, ~~Tiered Supports Team~~ and OSP Leadership.

9.6.4.3 The ~~DSSS~~ **OSSS** shall include a district-level **Tier III Rapid Response Team (RRT)** which shall be tasked with overseeing and assessing the support needs of the District with a special focus on students, teachers, and buildings as a whole.

9.6.4.4 The responsibilities of the **Tier III Rapid Response Team (RRT)** include but are not limited to:

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- 9.64.4.1 Stabilizing crisis situations for student and professional educators;
- 9.64.4.2 Determining what existing personnel in the District and in the building can do to meet the support needs of students and professional educators identified by the team; and
- 9.64.4.3 Determining when additional personnel and/or resources are needed to meet the support needs of students and professional educators identified by the team.

~~9.5 — Full Continuum of Special Education Services~~

~~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.~~ **[MOVED TO NEW SPECIAL EDUCATION: ARTICLE 31]**

[SECTIONS BELOW AND CROSSED OUT HAVE BEEN MOVED TO NEW ARTICLE 33]

~~9.76 — Personal Injury Benefits and Property Loss~~

- ~~9.6.5~~ ~~9.6.1~~ Any case of Physical Attack/Harm or Threat/Causing Fear of Harm upon a professional educator while acting within the scope of ~~their~~ **his/her** duties shall be promptly reported in writing to the immediate supervisor who shall forward a copy to the appropriate Central Office Administrator and the Superintendent for investigation and resolution. **[KEEP IN ARTICLE 9]**
- ~~9.76.2~~ The District will create and maintain a packet of materials for professional educators who experience a physical a physical attack/harm at work. Items in this packet will include but not be limited to information about workers' compensation, the collective bargaining agreement, leaves of absence, insurance benefits, and the employee assistance program.
- ~~9.76.3~~ The District shall reimburse professional educator for loss of or damage to personal property excluding the professional educator's automobile under the following circumstances:
 - ~~9.76.3.1~~ when the loss is a result of any Physical Attack/Harm or Threat/Causing Fear of Harm on the professional educator's person suffered during the course of employment.
 - ~~9.76.3.2~~ property stolen or damaged by the use of forcible entry on a locked container. Every school shall provide a secure and lockable location for professional educators to use for such storage.
 - ~~9.76.3.3~~ loss of the professional educator's work related equipment when the use of that equipment has been approved in writing by the principal/supervisor providing that the equipment was stored in a locked container when otherwise not in use.
- ~~9.76.4~~ Reimbursement shall be at replacement cost (not exceeding actual cost) less any insurance or worker's compensation reimbursement. Reimbursement shall not be made for losses of less than Five dollars (\$5.00) or that portion in excess of one thousand dollars (\$1,000) and shall not be made when carelessness or negligence on the part of the professional educator was evident.
- ~~9.76.5~~ Professional educators shall cooperate and support the District in its investigation and resolution of any reported loss. The District shall provide assistance in attempting to investigate and/or reclaim other stolen or damaged personal property including automobiles.

~~9.87 — Safety~~

- ~~9.87.1~~ A professional educator shall have the right to refuse to expose ~~themselves~~ **himself/herself** to immediate danger created by an unsafe working condition when such danger threatens substantial bodily injury or would be a significant health hazard to the professional educator. The professional educator shall give notice of the condition to ~~their~~ **his/her** supervisor and shall be subject to assignment to another location or duty while the condition is being investigated and/or corrected. The District recognizes the responsibility to make every reasonable effort to enhance the security of buildings and grounds as may be required through the use of necessary lighting and other safety precautions. The District shall comply with

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~~all state and federal OSHA requirements to post notice when non-routine cleaners, paints, sealants, and other chemicals are to be used at the worksite and shall take all reasonable steps, in good faith, to post such notices even where not required by state or federal OSHA.~~

~~9.87.2 The District shall furnish employment and places of employment which are safe and healthful for professional educators, and shall furnish and use such devices and safeguards, and shall adopt and use such practices, means, methods, operations and processes as are reasonably necessary to render such employment and places of employment safe and healthful and shall do every other thing reasonably necessary to protect the life, safety and health of such professional educators.~~

~~9.87.3 The District shall assure that there are emergency protocols at all worksites (including non-district worksites where professional educators work. These protocols shall include procedures for supporting professional educators who experience Physical Attack/Harm and/or Threat/Causing Fear of Harm.~~

~~9.98~~ — Field Trips

~~A professional educator may request additional supports for a field trip or other excursions to reasonably ensure the safety of all involved. The District will provide additional supports to special education students as specified in their IEPs.~~

9.109 Student Behavioral Records

9.109.1 Student behavioral records shall be accessible to the receiving professional educator.

9.109.2 School officials shall set up procedures so that information about students with records of violence including weapon violations shall be available, in accordance with the law, to members who “need to know” as a result of an assignment to teach or supervise the student.

9.109.3 Reports from county/state/city law enforcement/courts concerning student information that may inform professional educators about potential safety issues shall be shared on a need to know basis. The District shall maintain a system to distribute these alerts on an ongoing basis.

9.119 The District shall provide a legal defense and indemnification to professional educators arising out of tort claims for any alleged act or omission occurring in the performance of the professional educator’s duty in accordance with, but subject to, the limitations provided in ORS 30.285 and 30.287. Professional educators shall cooperate with the Board and counsel in connection therewith as provided in ORS 30.287(2).

9.121 All building handbooks shall be consistent with District policies concerning mandatory reports to the Department of Human Services (DHS). Principals shall not direct or encourage professional educators to make such reports with administration or others in lieu of reporting to DHS as required by law.

[Bargaining note - Supposal: This is a package proposal, meaning it must be accepted in full to reach a tentative agreement. Include special education staffing targets and reaching the parties interests in exchange for PPS language request for elimination of the outdated hiring barriers contained in Article 18.]

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).

Major district wide changes to the District's special education program will be discussed in the Instructional Program Council (IPC) as indicated in Article 2, prior to implementation. Problems relating to this Agreement shall be addressed in Contract Administration Meetings per Article 29.

If Portland Public Schools forms a Special Education steering committee or staff advisory, up to 6 representatives will be appointed by the association. Release time or extended hours will be utilized to allow for educators to participate. **The District maintains authority over all educational programming (Article 3).**

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

31.2.1 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. **[Return to current contract language - MOVED FROM ARTICLE 9.5]**

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 Caseloads

Special Education Staffing Ratios and Overages:

Overage process is delineated in Article 8 of this agreement. Staffing targets are for purposes of staffing guidelines and are not caseload caps. The parties recognize that, while staffing target are a goal, actual staffing is dependent on available revenue and is at the discretion of the District.

[Bargaining note: From table below, the Threshold for Overload Pay and % of Base Salary increase moved from Article 8]

<u>Position</u>	<u>Staffing Target</u>	Threshold for Overload Pay	% of Base Salary increased per Student over the Threshold
<u>Special Education Teachers Special Schools Program (Pioneer)</u>	<u>9</u>	10	Increase salary by 5% (2.5% each semester) per student over the Threshold
<u>Special Education Teachers - Secondary Focus Classrooms</u>	<u>12</u>	13	Increase salary by 5% (2.5% each semester) per student over Threshold
<u>Special Education Teachers - Elementary Focus Classrooms</u>	<u>10</u>	13	Increase salary by 5% (2.5% each semester) per student over Threshold
<u>Special Ed. Teachers (Learning Center HS)</u>	<u>28</u>	32	Increase salary by 3% (1.5% each semester) per Student over Threshold
<u>Special Ed. Teachers (Learning Center MS)</u>	<u>27</u>	31	Increase salary by 3% (1.5% each semester) per Student over Threshold
<u>Special Ed. Teachers (Learning Center PK-5)</u>	<u>25</u>	30	Increase salary by 3% (1.5% each semester) per Student over Threshold
<u>Speech and Language Pathologists</u>	<u>50</u>	50	Increase salary by 3% (1.5% each semester) per Student over Threshold
<u>School Psychologist</u>	<u>1:700</u>		
<u>Community Transition Program</u>	<u>Team 1 - 12 Team 2 - 18 Team 3 - 28</u>	<u>Team 1 - 14 Team 2 - 20 Team 3 - 32</u>	<u>Increase salary by 3% (1.5% each semester) per Student over Threshold</u>

31.3.1 Special Education Teacher Caseload refers to the number of students for which a staff member is providing IEP/due process case management.

31.3.1.1. At all levels, every effort will be made for special education teachers to act as case managers only for students they actively serve.

Special Education teacher caseload for purposes of forecasting and counting coverage includes:

- A. Students in the initial evaluation process with signed consent to evaluate;**
- B. Students with transfer IEP;**
- C. Private school students with Service Plans;**
- D. Forecasted kindergarten students with services on Individual Family Service Plans (IFSP).;**
- E. Projected numbers of incoming students for middle schools, high schools, special schools, and the Community Transition Program (outgoing students will not be included).**

31.3.1.2 Related Service Provider Caseload refers to the number of students for which the staff member is providing services, related services and/or due process case management.

31.3.1.2.1 Caseload for Speech Language Pathologists for purposes of forecasting, rebalancing and counting coverage are identified in the SLP MOA.

31.3.1.2.2 School Psychologist caseload is determined by the total building student enrollment. For buildings with 100% special education students: School Psychologist caseload is determined by the ratio of School Psychologist to students receiving special education services.

31.4 Case Management

31.4.1 Starting the 2024-2025 school year, in addition to contractually provided case management time, special education professional educators required to conference with parents and write IEPs and in order to recruit and retain educators, special education professional educators, and special education teachers on special assignment who carry a caseload, will receive an annual stipend of \$3,000 (three thousand dollars). Special education educators who work less than full time will receive a prorated stipend based on their FTE.

31.4.2 All special education case managers will receive a case management period each day for due process paperwork, evaluation work, and IEP work.

31.4.2.1 At the elementary level, the case management period will be at least 40 continuous minutes per day, and no less than 320 minutes total per week.

31.4.2.2 At the middle school and high school levels, the case management period will be not less than the equivalent of one standard class period.

31.4.2.3 High school special education educators will receive a substantially equivalent amount of case management time as other special education educators.

31.4.2.4 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.

31.4.2.5 These periods of time for special education case managers, School Psychologists and Speech Language Pathologists reserved for 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 Special Education Policies, and Procedures

31.5.1 Special Education department policies, administrative directives and procedures shall be based on federal and state special education law. Any district policies and procedures shall be made available to all employees at the beginning of the school year. The District shall provide notice to the Association and staff anytime changes have been made to policies, Administrative Directives, procedures, and processes within a week of the change. 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).

31.6 Rights of Educators Supporting- Students Receiving Special Education Services

31.6.1 Special education and general education teachers will be provided:

- 1) Access to a copy of the IEP/IFSP (as provided by law) of a student that they serve, as soon as it becomes available in the records management system from the IEP Case Manager.
 - a) Includes relevant records/reports in alignment with FERPA requirements such as related services, medical alerts, transportation needs, behavior or safety plan, evaluation reports, functional behavioral assessments, placement determinations and any other pertinent records.
 - b) Needed plans will be provided by the case manager, as soon as possible, when a student is assigned to a general education teachers classroom.
- 2) IEP Case managers may request a meeting with their building administration and special education administration to discuss a student's progress when a student is not making appropriate progress due to unmet needs. This meeting shall not be denied.
- 3) The District will allow planning time to review the IEP/IFSP and other relevant records during Pre-Service time prior to the start of the first student day. If a student is being added to a classroom after the start of the school year, the professional special educators who work with the student will be provided one full working day to review the IEP/IFSP and other relevant records before a student begins in their classroom or on their caseload.

31.7 IEPs [MOVED FROM ARTICLE 8.9.1]

31.7.1 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 the 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.

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

- 8.3.1 A dedicated confidential space/classroom; If a dedicated space is unavailable, an appropriate confidential space will be provided each time a confidential work task is required;
- 8.3.2 Access to all instructional, academic, and curriculum materials available in the classroom for all the grade levels for which the Special Educator provides services, including student materials;
- Access to age appropriate intervention materials for which the Special Educator provides services; and copies provided upon request; and
- 8.3.3 Materials and curriculum for social/emotional skill needs of the students available in the classroom.
- 8.3.4 The materials required by b and c shall be provided to the Special Education educator prior to the start of the school year unless on backorder or no longer published. In these instances, materials will be provided as soon as they are available.

31.9 Mentorship for Special Educators *(Agreeing to add it here; also 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 based upon available peer support. The District will make reasonable efforts to recruit peer mentors and survey contract Special Educators every semester to recruit mentors. 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 extended hours 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.

**ARTICLE 32
PRE-K EDUCATORS**

32.1 Pre-K_Educators include all certified staff in Pre-K, programs within Portland Public Schools.

32.2 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 Pre-K-Educator position.

32.3 Professional Growth for Pre-K Educators

32.3.1 Committee(s) working to develop professional development for Preschools
These committees **will work within the Districts Adoption Process. Committees will also research and promote a curriculum that is rooted in play-based pedagogy and developmentally appropriate practices, including an emphasis on early literacy, social emotional learning, and self-regulation skills.**

32.3.2 If a professional educator on the committee agrees to meet outside of the workday, such member shall be compensated at their per diem hourly rate for meeting/s which take place beyond the contract day. A professional educator who chooses to participate in a committee meeting 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 their ~~her/his~~ hourly rate for the length of the meeting.

32.3.3 All new Pre-K Educators will receive training in newly adopted curricula as required under Article 8.11. Nothing in this clause will be meant to interfere with Early Childhood Educators' Academic Freedom.

32.4 Classroom Ratios and Staffing

The District will staff pre-k classrooms according to grant, state, and federal requirements where required.

32.5 All full day PreK classrooms will adhere to grant-based requirements related to facilities, space, and materials necessary to ensure a safe and healthy learning environment. This includes access to bathroom facilities.

32.6 Grading Time and Non-Instructional Days

The District will label the total Teacher Planning days and Grading days as part of the calendar process as per Article 6. In addition to these Teacher Planning and Grading days, there will be a minimum of 12 non-instructional days.

32.7 Full Continuum of Special Education Services for Pre-K

32.7.1 The District will make available a full continuum of special education services to eligible students as referenced in the Article 31.

32.8 PAT employees will have access and ability to apply for spaces within Pre-K programs in PPS if they are eligible under the program requirements.

32.9 Exclusionary Discipline

Exclusionary discipline, including suspension and expulsion, shall not be used as a disciplinary measure for students enrolled in Pre-K classrooms, per grant guidance, including Preschool For All, Preschool Promise, and Head Start regulations. This includes any policy or practice that denies children access to day-to day-classroom activities or inhibits their ability to learn and play alongside their peers, including the following: disciplining a child by sending the child out of the classroom, modifying the child's schedule because of behavioral concerns, or telling a family that their child is not a "good fit" for the classroom.

32.10 Home Visits & Parent-Teacher Conferences

Pre-K teachers will conduct a minimum of two home visits per program year, one prior to the first day of school and another in May, as well as two school-based conferences, one during November and the other sometime between January and April. Teachers will utilize the prescribed Parent Teacher Home Visits Project (PTHVP) format for all home visits.

ARTICLE 33

ARTICLE [TBD]

[SECTIONS BELOW PREVIOUSLY IN ARTICLE 9]

33.1 Personal Injury Benefits and Property Loss

33.1.1 ~~9-6-2~~ The District will create and maintain a packet of materials for professional educators who experience ~~a physical~~ a physical attack/harm at work. Items in this packet will include but not be limited to information about workers' compensation, the collective bargaining agreement, leaves of absence, insurance benefits, and the employee assistance program.

33.1.2 ~~9-6-3~~ The District shall reimburse professional educator for loss of or damage to personal property excluding the professional educator's automobile under the following circumstances:

33.1.2.1 ~~9-6-3.1~~ when the loss is a result of any Physical Attack/Harm or Threat/Causing Fear of Harm on the professional educator's person suffered during the course of employment.

33.1.2.1 ~~9-6-3.2~~ property stolen or damaged by the use of forcible entry on a locked container. Every school shall provide a secure and lockable location for professional educators to use for such storage.

33.1.2.1 ~~9-6-3.3~~ loss of the professional educator's work-related equipment when the use of that equipment has been approved in writing by the principal/supervisor providing that the equipment was stored in a locked container when otherwise not in use.

33.1.3 ~~9-6-4~~ Reimbursement shall be at replacement cost (not exceeding actual cost) less any insurance or worker's compensation reimbursement. Reimbursement shall not be made for losses of less than Five dollars (\$5.00) or that portion in excess of one thousand dollars (\$1,000) and shall not be made when carelessness or negligence on the part of the professional educator was evident.

33.1.4 ~~9-6-5~~ Professional educators shall cooperate and support the District in its investigation and resolution of any reported loss. The District shall provide assistance in attempting to investigate and/or reclaim other stolen or damaged personal property including automobiles.

33.2 ~~9-7~~ Safety

33.2.1 ~~9-7.1~~ A professional educator shall have the right to refuse to expose **themselves** ~~himself/herself~~ to immediate danger created by an unsafe working condition when such danger threatens substantial bodily injury or would be a significant health hazard to the professional educator. The professional educator shall give notice of the condition to **their** ~~his/her~~ supervisor and shall be subject to assignment to another location or duty while the condition is being investigated and/or corrected. The District recognizes the responsibility to make every reasonable effort to enhance the security of buildings and grounds as may be required through the use of necessary lighting and other safety precautions. The District shall comply with all state and federal OSHA requirements to post notice when non-routine cleaners, paints, sealants, and other chemicals are to be used at the worksite and shall take all reasonable steps, in good faith, to post such notices even where not required by state or federal OSHA.

33.2.2 ~~9-7.2~~ The District shall furnish employment and places of employment which are safe and healthful for professional educators, and shall furnish and use such devices and safeguards, and shall adopt and use such practices, means, methods, operations and processes as are reasonably necessary to render such employment and places of employment safe and healthful and shall do every other thing reasonably necessary to protect the life, safety and health of such professional educators.

33.2.3 ~~9-7.3~~ The District shall assure that there are emergency protocols at all worksites (including non-

district worksites where professional educators work. These protocols shall include procedures for supporting professional educators who experience Physical Attack/Harm and/or Threat/Causing Fear of Harm.

33.3 9-8 Field Trips

A professional educator may request additional supports for a field trip or other excursions to reasonably ensure the safety of all involved. The District will provide additional supports to special education students as specified in their IEPs.

33.4 Environmental Safety

33.4.1 [MOVED from 9.7.2] The District shall furnish employment and places of employment which are safe and healthful for professional educators, and shall furnish and use such devices and safeguards, and shall adopt and use such practices, means, methods, operations and processes as are reasonably necessary to render such employment and places of employment safe and healthful and shall do every other thing reasonably necessary to protect the life, safety and health of such professional educators.

33.4.2 The administrator will solicit the CTE educator input to determine the number of students in a CTE class based on the safety factors, physical equipment and space related to the specific CTE course.

33.4.3. The District will comply with local, state, and federal requirements regarding temperature safety in educational settings including OAR 437-002-0156. The District will maintain a plan to mitigate excessive heat which includes heat stress and related illness training, addresses prevention, and heat index measuring.

33.4.4 A professional educator shall notify their administrator of problems caused by unclean work areas. An administrator may temporarily relocate an educator to another space.

33.4.5 A professional educator shall notify their administrator if there is an area that has active leaks in either the roof/ceiling or any pipes. A professional educator may notify the building administrator of a problem caused by water. An administrator may temporarily relocate an educator to another space.

33.4.6 The District will assess school power outages and will consider the impact to the instructional program, student and staff safety, estimated time of restoration, ability to serve meals, and the temperature in the building when determining if school will remain in session or shall be closed. No professional educator shall suffer a reduction in pay due to a building closure caused by a lack of power.

33.4.7 Because of active shooter/intruder threats, all traditional classroom/office spaces will have interior locking doors. These safety precautions shall be in place no later than December of 2024 and will be guaranteed in any newly constructed facilities where a professional educator works in the District.

33.4.8 Professional educators working with students shall have VOIP access by the start of the 2024-2025 school year. Every building will have a school safety plan to account for lack of VOIP access during emergencies.