

[Bargaining note - 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staffing targets and reaching the parties interests in exchange for PPS language request for elimination of the outdated hiring barriers contained in Article 18.]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). These committees may include other represented staff outside of Portland Association of Teacher.

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

31.2.1 The District and the Association recognize the necessity of timeliness in addressing the essential learning needs and conditions of the students. ~~As such, the District shall maintain a full continuum of special education services and sufficient seats in a variety of programs to meet students' identified special education needs.~~ the District shall maintain a full continuum of special education services for eligible students with disabilities, within an appropriate individual program for each student in the least restrictive environment, consistent with State and Federal regulations. The District will allocate support as defined in the student's individual education plan (IEP).

31.2.2 Individual student's special education services and service delivery model are determined by the Student's IEP team that includes all legally required members ~~that directly works with the student at the building/program level.~~ If it is determined that a student requires a change in placement to support their Individualized Education Program, the district will provide for this placement. ~~If a placement is a lateral movement, but is not available, additional staff and resources (training, specialist support, and/or staffing) will be provided at the current building level to meet the needs of the student. If a more restrictive placement is determined to be needed, but is not available, additional staff and resources will be provided at the current building level to meet the needs of the student. Staff already assigned to the building for specific programatic purposes shall not count as the additional staff.~~

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 targets 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 serve students for which they manage. At times when this is unachievable, the district will include students being served by a person

~~other than the case manager on both caseload lists.~~ **Case Management and Services may include but are not limited to the following activities: assess students, attend IEP process meetings (including the initial evaluation process for students with signed consent), provide specially designed instruction or related services, track student progress data, write evaluation reports, create materials for the student, facilitate group or individual activities, provide ongoing consultation with staff.**

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

- A. 80% Students in the initial evaluation process with signed consent to evaluate;**
- B. Students with transfer IEP in and out of state transfers;**
- C. Private school students with Service Plans;**
- D. Forecasted the number 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 overage 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% 25% 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 and planning 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. In addition to contractually provided planning days, special education professional educators required to conference with parents and write IEPs shall be provided four (4) days of released time, per year, for that purpose. A special education professional educator may elect to use these days or the equivalent hours before or after the school year or outside his/her workday at his/her per diem hourly rate of pay. [PREVIOUSLY 6.5.4]

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. 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 All special education and general education teachers, including Core Enrichment 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) This 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) District will provide time for special educators to review assigned IEP/IFSPs and other relevant needed records during the pre-service days prior to the start of the first student day.
- 4) If a student is being added to a classroom after the start of the school year, the professional educators who work with the student will be provided notification, if it is known, one full working day to review the IEP/IFSP and other relevant records before

a student begins in their classroom or on their caseload. This is expected to be completed during planning time and case management time and is not intended as a release time.

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.