

District Mediation Package Proposal

October 17, 2023

In response to PAT's modified proposals presented today, the District presents a Mediation Package Proposal as follows:

- All articles as proposed in the District's Final Offer Package presented on September 22, except for modifications to the following articles:
 - Article 9 - Student Support Discipline and Safety (attached)
 - Article 7 - Work Day (attached)
 - Article 12 - Compensation (attached)
 - Article 31 - Special Education (to be determined)

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.

District Mediation Proposal - Article 7 - 10/17/23

~~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.

ARTICLE 9

STUDENT SUPPORT, 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 Key Elements:~~

~~The District and the Association acknowledge that:~~

~~Restorative Justice (RJ) is a philosophy which allows educators and students to focus on repairing harm through engaging all education stakeholders. RJ shifts the focus to learning through mediation and common agreements, and from the individual to the community. It is the~~

~~basis of a long-term response to disruptive behavior and is effective when combined with MTSS prior to any disruption and with an appropriate use of the Student Rights and Responsibilities Handbook and Guide.~~

~~Multi-Tiered System of Support (MTSS) is a framework that includes Response to Intervention (RTI) and Positive Behavioral Intervention and Supports (PBIS) frameworks. MTSS is effective when used in conjunction with RJ and appropriate student discipline as defined in the Student Rights and Responsibilities Handbook and Guide.~~

~~Student Discipline is a response to student behavior that disrupts the learning environment. It is used as a short-term District response that is effective if used with MTSS prior to student disruption and in conjunction with RJ.~~

~~The Association and District further acknowledge that no system, no matter how it is designed, can be effective unless it is implemented with fidelity across the entire school system. Therefore, the District shall annually train all existing and newly hired professional educators in the District's school climate systems, including RJ, MTSS and appropriate use of the SRR Handbook. The trainings shall be differentiated to meet individual building and professional educator need and experience.~~

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 **School Climate Plan** student **support discipline** plan **to outline the procedures for Tier 1, 2, and 3 supports.** Such procedures shall exist in each building or program. ~~Each plan shall identify a building-level intervention space(s) before the first student day. To preserve student dignity and maintain an environment conducive to learning for all students, prior to the first student day, each building climate plan shall identify a location for licensed educators or building leadership to implement crisis prevention/deescalation strategies. or locations other than the student's classroom where Tier 2 and /or Tier 3 supports may be provided.~~ The process must be **trauma-informed as described by the CDC and,** 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.** ~~Adequate professional development time beyond that called for in Article 6.2.1.3 and 6.5 shall be allocated to complete these plans.~~

- 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~~ **intervention spaces, use of other reset/self-regulation spaces** or other activities. The plan shall include ~~a review of~~ the specific areas of concern to be addressed, **supports for professional educators to enable the implementation of all components of the CRTFI with fidelity,** 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. and a timeline for completion of the plan. If a disability is suspected, a special education referral or 504 plan may be considered. If the student has an IEP, the Special Education case manager shall be included in the development of the plan**

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. ~~The District shall develop a per building on-line tracking system of referrals so that professional educators know administrative responses to referrals, and so that a record of building administrator responses to referrals are available to the District and the Board of Education. The District shall create a yearly report provided to the School Board and the PAT of building administrator responses to referrals.~~

9.4.3 ~~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 Removal from class as described in 9.4.3 to the Principal/designee does 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 **School Climate Plan** ~~student support discipline plan to outline the procedures for Tier 1, 2, and 3 supports.~~ Such procedures shall exist in each building or program. ~~Each plan shall identify a building level intervention space(s) before the first student day.~~ The process must be **trauma informed as described by the CDC,** 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.** **Adequate professional development time beyond that called for in Article 6.2.1.3 and 6.5 shall be allocated to complete these plans.**

~~9.4.5~~ The intervention space designated by the School Climate Plan will be staffed by an administrator or professional educator in order to allow for continued learning opportunities for the student. The selected space will contain developmentally appropriate materials to assist the staff member and the student. Any professional educator assigned to this duty shall be released from all other duty responsibilities.

~~9.4.6~~ If a student is in the designated location and unable to self-regulate with staff support in order to return to class for more than one hour, or if the student returns to the space three or more times in a day, the building administrator shall contact the student's parent/guardian, and the student may be referred to the school SIT team.

9.4.2 ~~9.3.1.3~~ That ~~t~~The 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 **responsibilities** 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 **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 intervention spaces, use of other reset/self-regulation spaces** or other activities. The plan shall include **a review of the specific areas of concern to be addressed, supports for professional educators to enable the implementation of all components of the CRTFI with fidelity, a timeline for completion, and the responsibilities of the student, professional educator, administrator and others. and a timeline for completion of the plan. If a disability is suspected, a special education referral or 504 plan may be considered. If the student has an IEP, the Special Education case manager shall be included in the development of the plan.**
- ~~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. **The District shall develop a per building on-line tracking system of referrals so that professional educators know administrative responses to referrals, and so that a record of building administrator responses to referrals are available to the District and the Board of Education. The District shall create a yearly report provided to the School Board and the PAT of building administrator responses to 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. **In some instances, a change of placement review required under the IDEA or other applicable law may be required.**
- 9.4.5** ~~9-3.1.8~~ In accordance with **Oregon law** and 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 **or Area/Senior Director** may modify the disciplinary consequences on a case-by-case basis. **The Superintendent, Deputy Superintendent, or Area/Senior coordinator may propose alternative programs of instruction or instruction**

~~combined with counseling for a student that are appropriate and accessible to the student. If alternative programs are appropriate for a student, the superintendent shall ensure that information about programs of instruction or instruction combined with counseling is provided in writing to the student and the parent, legal guardian or person in parental relationship with the student at least once every six months, or at any time the information changes because of the availability of new programs:~~

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 shall be removed from school until an effective Tier III may be referred to the Student Intervention Team for consideration of intervention has been identified and fully implemented. The Student Intervention Team will collaborate with intervention shall be communicated in writing to all Professional Educators who are responsible for the student for implementation of the student support plan, prior to the student's return to school.~~

~~Regardless of the student's age or grade, the District shall ensure that student services makes regular contact with the student while the student is out of the school.~~

9.4.15 ~~The District shall provide to the Union and Building Administrators up-to-date versions of any and all laws, rules, regulations and District policies and procedures related to the implementation of Individuals with Disabilities in Education Improvement Act (IDEIA). All school sites shall have access to updated laws and regulations on the District website.[in new special education section]~~

9.4.15.1 ~~If a Professional Educator believes that discipline for a student with an IEP is not consistent with this Article, the Professional Educator may request that the Office of Special Education review the case. The Office of Special Education shall review the discipline decisions and provide a report to the Professional Educator and to PAT.~~

9.4.15.2 ~~Any manifestation determination meeting will include a building administrator and a Special Education Administrator. If the manifestation determination meeting finds that the behavior is not the result of the student's disability, standard discipline protocols shall be applied.~~

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~~ 9.3.2.1** 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~~ **TFI**)).
- ~~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:
- 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 and guided by educator input** 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.

9.64 Behavioral Supports

~~9.64.1~~ 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.

~~9.64.2~~ The work of the ~~Department of Student Support Service (DSSS)~~ **Office of Student Support Services** ~~such as MTSS and Student Success and Health~~ will include:

~~9.64.1.1~~ Overseeing and assessing the behavioral support needs of the District;

~~9.64.1.2~~ Building capacity within each school/program by working collaboratively with professional educators, building principals, and OSP Leadership;

~~9.64.1.3~~ Reviewing school-based behavioral Tier 1 and Tier 2 supports in place at the school and in classrooms.

~~9.64.1.4~~ Identifying ~~and implementing with fidelity~~ appropriate Tier 2 and Tier 3 evidence-based behavior interventions to support **all** schools ~~and programs~~.

~~9.64.1.5~~ 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~~ **affected Professional Educators** and OSP Leadership.

~~9.64.3~~ 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.

~~9.64.4~~ The responsibilities of the **Tier III Rapid Response Team (RRT)** include but are not limited to:

~~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]**

9.76 Personal Injury Benefits and Property Loss

- 9.76.1 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.
- 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 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.

9.10 Duty Safety

~~9.10.1 All duty assignments will ensure that at least two professional~~

~~educators/administrators/adults shall be assigned for student and educator safety. At no time, will the number of assigned adults create a circumstance where students can be out of the line of sight of an adult.~~

~~9.10.2 The building administrator(s) shall make reasonable efforts to avoid having mental health professional educators (counselors, social workers, school psychologists, QMHP and similar individuals) in positions where they must frequently issue discipline referrals to students.~~

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.

9.110 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).

9.12+ 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.

9.6 Environmental Safety

~~9.6.1 [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.~~

~~9.6.2 The District shall ensure that the number of students assigned to a CTE classroom meets basic safety standards based upon the equipment required by the CTE course.~~

~~9.6.3 A professional educator may refuse to work in situations that would cause significant stress due to cold rooms or excessive heat. Specifically, no educator will be required to work in settings (for example classroom or office) where the temperature is below sixty (60) degrees Fahrenheit or above ninety (90) degrees Fahrenheit. If a professional educator’s class or office exceeds these temperatures, they will be able to move to an area without temperature stress.~~

~~9.6.4 A professional educator may refuse to work in an area that is below basic cleanliness standards (such as the presence of mold or rodent droppings). A professional educator may notify their administrator of problems caused by unclean work areas, and the~~

~~administrator shall close the rooms to staff and students until the District facilities department can effectively clean the area. If a professional educator's class or office is closed because of an unclean workspace, the professional educator will be reassigned to an area that is clean.~~

- ~~9.6.5 In order to protect the health and safety of the PPS community as well as protect the community investments in District facilities, The District agrees to adopt the Association of Physical Plant Administrators (APPA) Operational Guidelines for Educational Facilities for all educational facilities.~~
- ~~9.6.6 APPA Cleanliness Survey. During the 2022-2023 school year, The District will conduct and complete an APPA Facility Performance Indicators (FPI) survey. This survey must be completed no later than April 1st, 2023. The results of the FPI survey shall be shared with the Association and the PPS Board of Education members.~~
- ~~9.6.7 A professional educator may refuse to work in 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, and the administrator shall close the room(s) to staff and students until the District can effectively repair and clean the area. If a professional educator's class or office is closed because of active leaks, the professional educator will be reassigned to an area that is free from water leaks.~~
- ~~9.6.8 A professional educator shall not be made to work in any building that is without electricity. Building administrators shall immediately notify the District and the building shall be closed until power is restored. No professional educator shall suffer a reduction in pay due to a building closure caused by a lack of power.~~
- ~~9.6.9 Because of active shooter/intruder threats, all professional educators will have a classroom/office door that locks from the inside of the room. These safety precautions shall be in place no later than September of 2023.~~
- ~~9.6.10 Professional educators working with students shall have either VOIP access or a two-way radio.~~
- ~~9.6.11 All windows in any room in which a professional educator must work shall have working blinds that close.~~

ARTICLE 12 COMPENSATION

12.1 Salary Schedules

12.1.1 Index. The salary schedule indices are set forth in Appendix A-1.

12.1.2 Appendix A-2 sets forth the basic annual salaries for the period July 1, **2023, 2020**, through June 30, **2026 2022**. The ~~2021-2022~~ **2023-24** salary schedule shall be increased by ~~4.5~~ **4-8.5%**. The **2024-2025 salary schedule shall be increased by 3 -7.0%. The 2025-2026 salary schedule shall be increased by 3 6.0%**

12.1.3 Professional educators with a doctorate degree in field related to assignment shall receive an additional \$2,000 per school year.

12.1.4 Professional educators who have received and retain a National Board Certification for Professional Teaching Standards shall receive an additional \$1500 per school year. Only Professional Educators with NBCPTS will receive this stipend after July 1, 2020. ~~Stipends paid inadvertently to professional educators for national board certifications other than NBCPTS will be grandfathered until June 30, 2020 and then discontinued. The District and The Association agree to convene a workgroup to review appropriate stipends for certifications available to educators by June 30, 2019.~~ **Professional educators who earn/receive other certifications from National Boards (or State Boards if National Boards do not exist) shall also receive the additional \$1500 per school year.**

12.1.5 ~~Effective the 2021-2022 school year, p~~Professional educators who teach in the target language in a DLI program shall receive an annual stipend of \$3,000. Educators who work less than full time in a DLI program will receive a prorated stipend based on their FTE.

12.1.6 ~~Effective the 2021-2022 school year, p~~Professional educators shall receive a \$1,500 annual bilingual/multilingual stipend in accordance with Appendix I. **Professional educators who are asked to use bilingualism in the performance of their regular job duties shall receive an annual stipend of \$1500.**

12.1.7 In addition to contractually provided planning days, In recognition of additional time required beyond the regular contract day, special education professional educators, who are required to conference with parents and write IEPs and special education teachers on special assignment who carry a caseload, will receive shall be provided an annual stipend of \$3000 (three thousand dollars) four (4) six (6) days of released time, per year, for that purpose. A special education professional educator may elect to use these days or the equivalent hours before or after the school year or outside his/her their workday at his/her their per diem hourly rate of pay. [MOVED FROM ARTICLE 6.5.4]. Special education educators who work less than full time will receive a prorated stipend based on their FTE.

~~12.1.7 Educators who are asked to perform additional duties to assist with building translation/interpretation needs shall do so on a voluntary basis and be compensated at the educator's per diem hourly rate.~~

12.2 Salary Placement

All professional educators shall be placed on the salary schedule based upon their prior work experience and education/training level. Additional information about salary placement can be found in the *Guidelines for Professional Growth/In-service* (see reference in Section 21.2).

12.2.1 Educational Credit

12.2.1.1 At such time that the State of Oregon requires completion of a “5th year” program for licensure, new professional educators shall be given credit for the hours required following the Bachelor’s degree for completion of a “5th year” program up to a maximum of forty-five (45) quarter hours. Currently employed professional educators, who have completed a “5th year” program but were not given credit at the time of employment, shall be given credit on the salary schedule up to the BA+45 column.

12.2.1.2 **Career and Technical Education (CTE)** ~~Vocational~~ professional educators may receive credit for technical coursework taken at a community college. Such courses shall be relevant to the professional educator’s field of preparation and to service as a professional educator in this District.

12.2.1.3 In order to receive a salary adjustment retroactive to the beginning of the current school year, a professional educator must, by October 31st, provide the Human Resources Department with proof of completion of coursework. Adjustments based upon proof received after October 31st will be made effective the first day of the next pay period.

12.2.1.4 Multiple Graduate Degrees and Graduate Credits

Placement on the salary schedule and salary advancement for professional educators with multiple graduate degrees shall be in accordance with the following:

- a. Educational experience (lane advancement) shall be granted for any fully completed graduate degree (MA, MFA, JD, PHD, etc., regardless of date of licensure.
- b. Column salary credit (lane advancement) will not be limited to a single graduate degree.
- c. Educational experience would be based on the order the graduate degrees were earned. The first graduate degree earned would advance the professional educator to the MA lane. The second graduate degree earned would count as graduate credits beyond the MA+0 lane.
- d. No graduate credits prior to licensure shall be credited towards lane advancement unless/until they become part of a completed graduate degree.
- e. Graduate credits earned outside of a degree program are eligible for salary advancement, as long as they are earned after licensure and are consistent with the requirements in the In-Service Guidelines.

12.2.2 Experience Credit

12.2.2.1 Newly hired temporary or probationary professional educators who have previous experience/experience working in a PK-12 school setting where the responsibility was similar to

District Mediation Proposal - Article 12 - 10/17/23

that of professional educators in the Portland Public Schools shall be given experience credit on the following basis:

- a. one (1) year of credit for each full year of full-time experience (minimum one hundred thirty-five (135) days within the regular school year); and
- b. one (1) year of credit for each two (2) years of part-time experience that is half-time or more but less than full-time (minimum of one hundred thirty-five (135) days within the school year).
- c. Verification of experience shall be made by the Human Resources Department.

12.2.2.2 Central Staff Professional Librarians, and other Central Office professional educators, shall be placed on the salary schedule in accordance with the educational requirements for teachers. In determining years allowed for the equivalency of outside experience for teacher-librarians, teachers of speech and hearing and teachers in special schools who are otherwise qualified, one hundred thirty-five (135) days, while employed on a professional full-time basis, shall be counted.

12.2.2.3 Any professional educator who resigns shall, upon re-employment, be placed on the salary schedule on the same basis as a new hire, except that, if the professional educator completes the year and is re-employed prior to opening of school the succeeding year, the Superintendent may use ~~his~~ their discretion in recommending to the District that the resignation be rescinded.

12.2.2.4 Teaching experience shall be granted for prior kindergarten or nursery school teaching provided the teaching was in a licensed position and in a standard school administered by the public-school system, or in a private school accredited or approved under state laws of standardization.

12.2.2.5 Full-time administrative and teaching experience in an accredited institution of higher education shall be counted as teaching experience, provided such experience consisted of at least one hundred thirty-five (135) days within a school year. **Full-time licensed administrative experience in a PK-12 school setting shall be counted as teaching experience, provided such experience consisted of at least one hundred thirty-five (135) days within a school year.**

12.2.2.6 Credit for a sabbatical leave of absence for study during previous employment with this District shall be allowed as experience, subject to the 135 days school year criterion. No credit for leaves of absence from a school district outside of PPS will be allowed as experience.

12.2.2.7 Salary adjustments on the basis of experience will be made only after official verification, and shall become effective during the payroll period in which approved. Such salary adjustments will not be retroactive, except that experience verified within sixty (60) days of the start of employment shall be retroactive to the first day of employment.

12.2.2.8 In the event that records have been destroyed, a notarized statement from two (2) responsible adults, other than relatives, having knowledge of the professional educator's experience, may be accepted.

12.2.2.9 A professional educator assigned to a **CTE vocational** teaching position shall be granted salary credit for a related **CTE vocational** experience on the following basis:

District Mediation Proposal - Article 12 - 10/17/23

a. Non-degreed applicants shall be eligible for placement on the "BA" column of the salary schedule provided they have four (4) years of verifiable work experience in an occupational field related to the teaching assignment. They shall receive one (1) salary step for each year of experience in excess of four (4) years but not to exceed ten (10) years of credit. Eight (8) months of experience in a 12-month period shall be considered to be one (1) year of experience.

b. Degreed applicants who are required to have related work experience in order to qualify for a **CTE vocational** license shall receive credit for each year of work experience required for the licensure. Eight (8) months of experience in a 12-month period shall be considered the public-school system, or in a private school accredited or approved under state laws of standardization.

~~e. The District shall use a form to verify professional educator experience that is appropriate to the field of work being verified.~~

12.2.2.10 School **and clinical** psychologists' placement and progression shall be on the MA+45/BA+105 column of the salary schedule with one (1) step for each full year of experience as a full-time school psychologist and one (1) step for each year of experience as a teacher, counselor, clinical psychologist or similar occupation.

12.2.2.11 Speech and Language Pathologists' placement and progression shall be on the MA+45/BA+105 column of the salary schedule with one (1) step for each full year of experience as a full-time teacher or speech and language pathologist and one (1) step for each two (2) years of experience as a part-time teacher or speech and language pathologist with part-time meaning at least half time.

~~12.2.2.12 Professional educators who are required for licensure to complete a single practicum/apprenticeship program of at least 1000 hours, shall have either initial placement (or a guide adjustment) on the MA+45/BA+105 column of the salary schedule.~~

12.2.2.12**3 Initial placement for social workers shall be determined the following way:** For newly employed social workers,

a. one (1) year of experience credit shall be given for each full year of experience as a social worker with a Master of Social Work degree (MSW), and

b. one (1) step for each two (2) years of part-time experience as a social worker with a Master of Social Work degree (MSW) with part-time meaning at least half time,

c. one (1) year of experience credit for each one (1) year of experience **(or .5 credit for part-time)** as a social worker prior to a MSW or as a teacher, counselor, caseworker, or similar occupation.

d. Plus-hour credit shall be given for course work taken following obtaining a Master of Social Work degree (MSW).

12.2.2.13 Placement on the salary schedule for child development specialists, behavior management specialists and student service specialists shall be as follows:

a. One step for each full year of experience as a social worker, teacher, counselor, child development specialist, behavior management specialist, student service specialist or in a similar occupation as determined by the District.

District Mediation Proposal - Article 12 - 10/17/23

- b. Credit will be given for relevant coursework beyond a Bachelor's Degree taken after initial employment in a position similar to that as a social worker, teacher, counselor, child development specialist, behavior management specialist, student service specialist or similar occupation. Credit will be given for Master's degree.

12.3 Salary Advancement

12.3.1 Advancement by reason of change in educational status (lane advancement) shall be in accordance with the article on Professional Growth. Additional information about salary advancement can be found in the *Guidelines for Professional Growth/In-service* (see reference in Section 22.2).

12.3.2 Plus hours beyond initial salary placement must be based on coursework **relevant to the educator's current assignment or licensure, or relevant to obtaining an additional endorsement, and earned** at accredited colleges or universities.

12.3.3 Employees, who earn a credit level necessary to advance to another column on the salary schedule, shall be paid at the new salary level effective the first day of the next pay period after supplying verification to the District. Such salary adjustments will not be retroactive, except that credits verified by October 31 shall be retroactive to the beginning of the school year.

12.3.4 Effective July 1 of each year, professional educators, except those on the highest step of each column, shall receive a step increase.

12.3.5 A professional educator who works half-time or more shall be entitled to a step increase if ~~s/he~~**they** works fifty percent (50%) or more of ~~his/her~~**their** work year. Regularly credited sick or other paid leave for which professional educators receive full or partial pay shall count as days worked.

~~12.4~~ **Retirement Stabilization**

~~The District shall contribute one percent (1.0%) of a professional educator's salary into a 403B retirement savings plan. The District shall match the voluntary 403B contributions of all professional educators up to an additional one and one-half percent (1.5%) of the educator's salary. The contributions shall be made on a monthly basis as a part of the payroll process.~~

The District shall contribute 1% of salary into a 403B retirement savings plan for all Professional Educators. The District shall match the voluntary 403B contributions of educators up to an additional three quarters of a percent (.75%). The contributions shall be made on a monthly basis as a part of the payroll process.

12.4 Payroll Checks

12.4.1 Professional educators may individually elect to receive their annual compensation on ten (10) or twelve (12) equal monthly payments by submitting their request in writing to the District's Payroll Office prior to the end of the preceding school year. In the absence of such **a** written request, twelve (12) payments will be deemed to have been selected.

12.4.2 The method of payment selected by a professional educator cannot be changed during the course of the school year.

12.4.3 In cases where payments on a 10-month basis are selected, the last payment will be subject to the three months of authorized payroll deductions (i.e., professional educator contributions to health and welfare insurance, credit union, etc.).

District Mediation Proposal - Article 12 - 10/17/23

12.4.4 Professional educators shall be paid on the last business day of the month. During the summer period checks shall be mailed to the designated address of the professional educator at the end of each month. ~~The parties shall continue to discuss the possibility of moving to a system of bi-monthly paychecks.~~

12.4.5 If a professional educator is dismissed before receiving the entire number of monthly payments selected under Paragraph 1, the District shall make a lump sum payment within two (2) business days to the professional educator.

12.4.6 Salary payments for extended responsibility assignments of a seasonal nature, such as coaching, shall be paid at the professional educator's option: (a) in a lump sum at the end of a season, or (b) prorated over a three-month period during the season, or (c) prorated over the months remaining in the work year following the beginning of that season.

12.4.7 Part-time and Extended Contracts

12.4.7.1 Professional educators, who work less than full-time, shall be paid at a pro-rata portion of the full-time salary. Part-time contracts shall be paid out over the regular 10- or 12-month paychecks. Other unpaid leave/time shall be deducted in the next paycheck.

12.4.7.2 Professional educators, who are granted an extended contract to work beyond the normal work year, shall be paid at their normal per diem rate for each additional day (or portion thereof). Extended contracts that are known at the beginning of the year shall be paid out as part of the normal paychecks (over 10 or 12 paychecks). Other extended hours/contract days shall be paid in the next month's paycheck after the work has been completed.

12.5 Special Salary Provisions

12.5.1 If there are no applicable special salary provisions or extended responsibility provisions listed in the contract, professional educators shall be paid their per diem hourly rate for work specifically requested by the District beyond the work day/year.

12.5.2 Upon mutual agreement between the professional educator and the administrator, professional educators may be paid special salary provisions as listed below. Changes in this section are effective upon ratification of this contract.

12.5.2.1 The daily rate for the base salary is the per diem rate of the base salary in Appendix A (Step 1 on the ~~MA+0~~ BA+150-column).

12.5.2.2 Professional educators working in the regular day school, evening high school, and home instruction program shall receive .22 times the daily rate for the base salary per hour or the member's hourly rate; whichever is higher. Such professional educators shall not teach more than ten (10) hours per full workweek under this provision.

12.5.2.3 Professional educators assigned as Student Activity Advisors and for student supervision at times after the workday shall be paid 0.13 times the base salary daily rate per hour. Non-paid volunteers may be used in these positions only if such positions would not otherwise be filled by unit members.

~~12.5.2.4 Visual Arts Professional Educators who are approved by their building administrators to participate in District sponsored art exhibits (such as "Heart of Portland" and "Art is Elementary") shall be compensated for their time at .22 times~~

~~the daily rate for the base salary per hour or the member's hourly rate, whichever is higher. Compensated time for participation will include planning the show, show set up, attendance at the show/reception, and breakdown of the show. Participation by the professional educator in the event is voluntary.~~

12.5.2.4 A professional educator appointed to substitute in an administrative or supervisory position shall be paid ~~his/her~~ **their** teaching salary plus 0.17 times the base salary daily rate per working day for a short-term emergency period **not to exceed one (1) or two (2) consecutive days**. When the professional educator assumes full responsibility for the administrative or supervisory position for **a period of three consecutive days or more** ~~an extended period of time, s/he~~ **they** shall receive the pay of the regular appointment. ~~A professional educator who serves in such position while the principal is in the city, but out of the building for one half (1/2) day or more, shall receive such pay. If a principal is out of the city or incapacitated, a substitute for the professional educator shall be provided in addition to such pay.~~

12.5.2.5 Rate of pay for teachers of in-service classes shall be 2.0 times the base salary daily rate per credit hour.

12.5.2.6 Professional Educators of Outdoor School and **other overnight field trips** shall receive an additional 0.65 times the base salary daily rate. If Outdoor School is held on a Sunday, and the professional educator volunteers to work, ~~he/she~~ **they** shall be paid 1.3 times the base salary daily rate.

12.5.2.7 Rates of pay for professional educators for each half-day session of Summer School shall be 3.2 times the base salary daily rate.

~~**12.6.2.9 Professional Educators who are required to provide grades for more than one school's student population (e.g. itinerant professional educators who are the only provider of their area in more than one school) shall receive an additional day of pay per semester.**~~

12.5.3 Each school year the Human Resources Department shall post the rates of pay for all rates included in Section 12.5 Special Salary Provisions.

~~**12.6.4 Educators who provide letters of recommendations to students will be compensated one (1) hour of compensation per letter, at the Educator's hourly rate.**~~

12.6 Fingerprinting

The District agrees to annually budget a fund to pay for the cost of fees charged by agencies for fingerprinting and the accompanying criminal check required by TSPC or the ODE.

12.7 Materials and Supplies Stipend

Each professional educator shall receive one hundred dollars (\$100) per school year to purchase materials. This stipend is in addition to those materials and supplies that are normally budgeted by the District.