

## **District Package Mediation Proposal - 10/25/23 (8:30PM)**

In response to PAT's supposal received on 10/25/23 at 5:16pm, the District presents the following articles:

Article 2 - See attached

Article 6 - See attached

Article 7 - Same as 10/17/23

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

Article 9 - Same as 10/17/23

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

Article 12 - See attached

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

Article 15 - See attached

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 comments

Article 32 - Pre-K Educators (TBD)

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

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

## **ARTICLE 2 ASSOCIATION RIGHTS**

- 2.1 Except for Section 2.9 below, the Association rights conferred on the Association in this Agreement shall be exclusive except as provided by law.
- 2.2 The Association or its representatives shall have the right to transact official Association business on District property at all reasonable times; use District facilities and equipment including but not limited to duplicating equipment, audiovisual equipment, and District email, provided the same are not otherwise in use; post notices of activities and matter of Association concern on designated bulletin boards, at least one of which shall be provided in each school building for Association use; use the District mail service and professional educator mailboxes for communications, and place small symbols on such mailboxes but limit the size of logos to one inch (1") or less. A clearly identified Association mailbox at each worksite will be reserved for Association communications. If a box is unavailable, the Association may place a mailbox that is comparable in size and appearance with the staff mailboxes that exist at the individual worksites for Association communications. The Association shall have the right to use the inter-building mail facilities and mailboxes (Pony), unless the use of an employer's mail system by an incumbent labor organization is specifically clarified by Legislation, the U.S. Postal Service, or a court of competent jurisdiction. The Association shall pay for the reasonable cost of all materials, supplies and special services required beyond the normal operation incidental to such uses. The exercise of Association rights under this Section shall not interfere with or interrupt classes or other normal school operations. Association notices should not be made available to students.
- 2.3 The District shall furnish the Association upon request all reasonably available factual information necessary to its function as exclusive bargaining representative.
- 2.4 The Association shall have the right to ten (10) minutes as a scheduled item on the agenda of ~~each fifteen (15) — of the~~ faculty staff ~~meeting meetings of its choice~~. This portion of the agenda shall be exclusively for bargaining unit members.
- 2.5 Each worksite will organize at least one of the work days before the student year begins with the 30-minute duty free lunch synchronized for all Association staff in the building.
- 2.6 Association Representatives Meeting
- 2.6.1 The District shall notify all schools and departments that no activities are to be scheduled by the District for Association representatives on the Monday preceding the beginning of the work year.
- 2.6.2 The Association may call general meetings of its Association representatives during school time up to five (5) times during the school year. Such representatives shall be released without loss of pay but the Association shall reimburse the District for the cost of substitutes. Two (2) weeks' advance written notice shall be furnished to the ~~Superintendent~~ **Employee and Labor Relations team within Human Resources** of a meeting and it shall not be called for a day when other teacher absences eliminate the availability of a sufficient number of substitutes.
- 2.7 Building/Program Area Committees
- Any general standing faculty-administration or administratively appointed faculty committee, at the building level, shall include the Association faculty representative or his/her designee as a member. Supervisor's team meetings are not included. If evaluation and/or employee performance is to be discussed at a supervisor's team meeting, the Association representative will be invited to attend. Any District committee that included designated Association representatives shall have those Association representatives appointed by the Association.

2.8 Orientation Programs

- 2.8.1 The Association shall be provided time on the agenda at all general orientation programs for new professional educators to provide general information on the Association and its duties as exclusive bargaining agent.
- 2.8.2 The District will provide the Association with a list of all newly hired bargaining unit members and bargaining unit members who have separated employment from the District on a monthly basis which will include their names, assignments, hire dates, separation dates, and worksites.

2.9 Bargaining Unit Member Information

**In addition to information included in Article 2.8.2 and pursuant to ORS 243.804(4)(a), each month, the District shall provide the Association a list of all professional educators who are employed by the District. The list will include the date of hire, job title, salary and work site location of each unit member, the unit members' cellular, home and any work telephone numbers; any means of electronic communication, including work and personal electronic mail addresses; and employees' home addresses or personal mailing addresses.**

2.10 School Board Meetings

- 2.10.1 The Association shall be provided time on the agenda of each regular Board meeting for brief comments.
- 2.10.2 If the Association has a formal presentation it shall be afforded a reasonable amount of time as determined by the Board. By noon of the fourth calendar day prior to the meeting, the Association shall notify the Office of the Superintendent of the proposed length of the Association's formal presentation, the subject matter thereof, and any specific action to be requested from the Board or administration at the meeting. The Association agrees not to use its right under this Section for the purpose of collective bargaining with the Board or any of its members.
- 2.10.3 Prior to the commencement of each meeting, the Association shall be provided a copy of the "Agenda of Board of Education" and any related informational materials/full Board of Education packet. This information may be provided electronically. However, the Association shall receive a copy of all printed Board materials at the meeting or prior to the meeting.

2.11 Instructional Program Council (IPC)

- 2.11.1 The District recognizes the expertise of professional educators and the value for their participation in education program planning. Therefore, meetings between the Superintendent and/or ~~his~~ **their** designee(s) and representative of the Association shall occur monthly for the purpose of discussing the District's instructional programs.
  - 2.11.1.1 While the District maintains authority over educational programming, items planned as major district-wide change and significant building-based initiatives shall be discussed in these meetings prior to implementation.
  - 2.11.1.2 Agendas of this advisory council will be mutually agreed upon prior to each meeting.
  - 2.11.1.3 Areas of discussion will include topics such as ongoing program implementation, new initiatives, language pathways, special education, school climate, and an overall MTSS approach. The parties agree that sufficient professional development, adequate resources and a clear implementation plan are essential to success of initiatives

2.11.2 The Association president may appoint up to ~~at least five (5)~~ **six (6)** professional educators as representatives to such meetings. Such professional educators shall be released without loss of pay for attending the meetings.

2.12 Release of professional educators by the District from their normal work assignments to work on activities jointly sponsored by the Association and the District shall be without loss of pay.

2.13 **Curricula And Professional Development Review ~~Committee~~**

2.13.1 ~~The District and PAT agree to create a topic called Curricula and Professional Development Review Sub-Committee of to the IPC agenda that shall meet at least 4 times a year to evaluate and approve district-wide curricula. The parties agree to discuss evaluate curricula and professional development for and its cultural competence, representativeness, adherence to State and professional standards, designated supports and interventions for marginalized and underserved communities including and not limited to ELL and emergent bilinguals; Sstudents receiving IEP services, students with historical and current trauma. All District employees will disclose any conflicts of interests or personal ties to companies and organizations considered or used in the process of Professional Development or Curricula. IPC mMeetings will occur during the contracted work day and Educators will be provided release time for attendance.~~

~~2.14~~ **~~Student Success Act Design Team~~**

~~2.14.1 The District and Association agree that the work of the Student Success Design Team will be ongoing and will include regular review of the District's Continuous Improvement Plan (CIP) and the data used to develop and implement the CIP.~~

~~2.14.2 The District and the Association shall ensure that stakeholder input (staff, families, and students) will be the key part of the data collected and reviewed.~~

~~2.15~~ **~~Climate Justice Committee~~**

~~2.15.1 The District recognizes the expertise of professional educators and the value for their participation in education program planning. The District shall continue to collaborate with the Climate Justice Committee that meets on a monthly basis to support the implementation of climate literacy and climate justice curriculum described in District Resolution No. 5272.~~

~~2.15.2 The Climate Justice Committee shall review, design, and support the creation of curriculum and instruction related to climate justice, including curriculum standards, units of study, resources, and sample learning experiences. The Committee shall also review District initiatives, programs, and policies related to climate change.~~

~~2.15.3 The Climate Justice Committee shall include District representatives, students, professional educators, school staff, and community members. No fewer than 50% of the Climate Justice Committee shall be comprised of members selected by the PAT. Professional educators who participate in the Climate Justice Committee shall be provided release time or paid at their per diem hourly rate for such extended time.~~

~~2.16 Should the District continue the Climate Justice Committee or other related committees, Professional Educators who participate in the Climate Justice Committee, Green Teams, and any other group or committee focused on the District's climate justice policy shall be provided release time or paid at their per diem hourly rate for such extended time.~~

## ARTICLE 6 WORK YEAR

6.1 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.

### 6.2 Standard Work Year

6.2.1 The standard work year for professional educators shall be 192 ~~193~~ contract days consisting of:

6.2.1.1 177 ~~176~~ instructional days

6.2.1.2 Six ~~Four~~ and one half (6-1/2) (~~4-1/2~~) planning days

6.2.1.3 Two and one half (2-1/2) Professional Development Days

6.2.1.4 Six (6) paid holidays **or seven (7) paid holidays for those professional educators whose work year extends over Juneteenth.**

~~6.2.1.5 Four (4) grading days~~

6.2.2 The traditional state-wide in-service day shall not be part of the standard work year.

### 6.3 Extended/Reduced Work Year

6.3.1 The District, at its discretion, may extend the contract year for **all** professional educators ~~who work in schools identified by ODE for comprehensive or targeted support~~ by up to three (~~3~~) **two (2)** additional professional development days paid at the professional educator's per diem rate of pay. These days shall be scheduled contiguous to the standard school year **in consultation with the Association.** ~~through a collaborative process between the professional educators and the building administration. This section may be extended to professional educators for two (2) years after the comprehensive/targeted support designation has ended.~~

**6.3.2 The District, at its discretion, may extend the contract year for professional educators by up to one (1) ~~two (2)~~ three (3) student instruction days paid at the professional educator's per diem rate of pay.**

~~6.3.32~~ The District shall determine **which schools or programs and** the number of additional contract days in a 6.3.1 **and 6.3.2** prior to ~~March 1 of January 15th or~~ the beginning of the staffing process in the preceding school year. **whichever comes first. Professional Educators, at their discretion, may extend their contract year by up to 2 days (16 hours) for planning, paid at the professional educator's per diem rate of pay.**

6.3.~~43~~ Professional educators working in schools that have a change in grade levels (e.g.: newly converted middle schools or newly converted PK-5 feeder schools) shall have mandatory additional paid professional development days added to their contract year. This only applies to the school year **of the** ~~prior to conversion and the school year of after the conversion.~~ Added days shall be as follows:

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- 6.3.4.1 Newly converted middle schools: two (2) additional professional development days.
- 6.3.4.2 PK-5 feeder schools: one (1) additional professional development day.
- 6.3.4.3 Other schools: The District and PAT shall meet to determine if the number of added professional development days shall be one (1) or two (2). If no consensus is reached, one (1) day shall be added.
- 6.3.4.4 Added days shall be compensated at the professional educator's per diem rate of pay.
- 6.3.4.5 The District shall include the additional professional development days in the annual calendar and notify the professional educators assigned to work in these buildings at least three months in advance of these days unless newly hired or transferred to the schools within a shorter time period. If professional educators do not receive the three-month notice, they are not required to attend the added professional development days and shall follow the standard published calendar.
- 6.3.5 Sections 6.3.1 – 6.3.3 are meant to extend the contract year for all positions.
- 6.3.6 New Professional Educators
  - 6.3.6.1 New Professional Educator Orientation

Newly hired professional educators shall be required to attend one orientation day which shall be paid at the professional educator's per diem rate of pay. At least one-half of the day shall be dedicated to the basic practical details of employment including but not limited to key contract provisions, substitute teacher finder, attendance and record keeping, leaves of absence, hardware and software requests and setup, etc.

The Association and the District Human Resources Department shall jointly create the agenda and jointly coordinate the presentation of material on this day. In addition, the Association shall continue to be afforded at least one (1) hour of time on the agenda to meet with the new professional educators. The new professional educator orientation shall be scheduled **within one (1) week the Friday** preceding the beginning of the standard work year and again on the statewide in-service day for those who have not previously attended this orientation. **No other meetings shall be scheduled on the orientation day.** Additional new professional educator orientations may be scheduled by mutual agreement between the parties.

**The Association will receive (60) minutes with newly hired any bargaining unit member who did not attend the New Employee Orientation at the start of the School Year, and shall be held no later than 30 days after the unit member starts working. During the work week after one or more new employees are hired, The District shall invite and require the new hires to attend a sixty (60) minute Association orientation during the workday. The orientation shall take place at the District's central office, unless an alternative site is mutually agreed upon. All new hires and designated Association representatives who attend the orientation shall not suffer a loss of pay or benefits.**

**Newly employed professional educators who have a position with the District requiring an extended year (202--and 207--day work years) shall be able to attend the orientation. and have an additional day added to their year (203--and 208--day work years).**

The District may mandate the equivalent of up to two additional paid training days for newly hired professional educators. If these days are scheduled beyond the start of the standard work year, the newly hired professional educator shall receive at least one month's advance notice of scheduling.

6.3.7 Professional educators who work beyond the 192 ~~193~~ day work year shall be paid a daily rate of pay computed at 1/192 ~~193~~ of their annual basic salary. With the exception of Sections 6.3.1, 6.3.3, 6.3.4, 6.3.5, 6.3.7, 6.3.8, and 6.3.9, professional educators shall not be assigned work beyond the standard work year unless there is mutual agreement between the administrator and the professional educator. Professional educators who work less than the 192~~193~~ -day work year shall have their salary adjusted downward using the same daily rate of pay formula.

6.3.8 ~~Media specialists/~~Teacher -librarians shall be placed by the District on a work year of 202 days ~~or 205~~ **207** days for those responsible for more than one library. **For teacher-librarians with more than one assignment, the principal and teacher-librarian will mutually agree upon the number of days.** Up to ten (10) additional days will be available when warranted by workload and mutually agreed upon by the administrator and the librarian. Central Staff Professional Librarians are employed on a twelve-calendar month basis with one (1) month vacation pay.

6.3.9 Counselors shall be placed by the District on a work year of 202 days. **At least 5 days will be before the first work day of the 192-day work year calendar and 4 days after. In addition** Up to ten (10) additional days will be available when warranted by workload and mutually agreed upon by the administrator and the counselor. **Scheduling of the additional days shall be mutually agreed upon.**

~~6.3.9 Athletic Directors shall be placed on a work year of 202 years.~~

**6.3.10 Teachers on Special Assignment (TOSA's), Counselors on Special Assignment (COSA's), Mentor-Induction Coaches, and School Based Instructional Coaches and professional educators on special assignment shall be placed on a 202 work year.**

#### 6.4 Holidays

6.4.1 The six paid holidays shall be: Labor Day, Veterans Day, Thanksgiving, New Year's Day, Presidents Day, and Memorial Day. **Juneteenth is paid to those professional educators whose work year extends over the Juneteenth holiday.**

6.4.2 To receive pay for a paid holiday, a professional educator must work (or be on paid leave) on the workday immediately preceding or following the holiday. If the first day of work for the newly hired professional educator is immediately following the holiday the professional educator will not receive pay for the holiday.

#### 6.5 Planning Days / ~~and~~ Grading Days



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6.5.1 A minimum of one full day and one half (1.5) planning days shall be scheduled prior to the first student day in the fall. These days shall be reserved for professional educators to set-up and plan for the beginning of the year.

~~6.1.1 In addition to the one and one half (1.5) planning days, all professional educators shall have up to eight (8) hours of voluntary time at their individual prorated per diem rate for initial school year preparation. They may use the eight hours beginning one week prior to the first work day of the regularly scheduled work year and may use the time in blocks of two hours up to the full eight. The professional educator shall notify the building administration twenty-four hours prior to using the time, and the administrator shall not deny the professional educator's plan for the eight hours.~~

6.5.2 There shall be one (1) planning day scheduled at the end of ~~the first three quarters~~ each quarterly grading period for a total of four (4) ~~three (3)~~ days; plus one day at the end of the year. However, professional educators shall have a minimum of two (2) full working days to submit grades/progress reports at the end of each grading period. No voluntary or mandatory trainings or professional development or meetings may be scheduled for professional educators on these planning days.

6.5.3 One-half (1/2) of planning/grading day time may be used by administration for meetings with Child Development Specialists, Qualified Mental Health Professionals (QMHP), School Social Workers, School Psychologists, Audiologists, and Student Service Specialists.

~~There shall be one (1) grading day scheduled at the end of each quarterly grading period for a total of four (4) days. However, professional educators shall have a minimum of two (2) full working days to submit grades/progress reports at the end of each grading period. No voluntary or mandatory trainings or professional development or meetings may be scheduled for professional educators on these grading days.~~

~~Other than professional educators mentioned in 6.5.4, any professional educator who does not submit grades shall use grading days as educator directed time.~~

~~Professional educators shall have up to eight (8) hours of voluntary time at their individual prorated per diem rate for end-of-year tasks. The voluntary day must be used contiguous to the last mandatory educator work day, and professional educators may use the time in blocks of two hours up to the full eight. The professional educator shall notify the building administration twenty-four hours prior to using the time, and the administrator shall not deny the professional educator's plan for the eight hours.~~

~~6.5.4 Special Education Case Management Time:~~

~~In addition to contractually provided planning days, special education professional educators required to conference with parents and write IEPs shall be provided 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 workday at his/her per diem hourly rate of pay.~~  
**[AMENDED AND MOVED TO ARTICLE 12 - COMPENSATION]**

## 6.6 Professional Development Days

The District will schedule two full and one half (2.5) district-directed professional development days prior to the first student day.

**For any scheduled Professional Development, half of each Professional Development session will be member-directed work time. Administrator directed professional development shall be**



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~~planned in collaboration with the staff, taking into consideration individual, team, building, District needs, and cultural responsive and affirming practices. School counselors will be given the opportunity to have professional development on these days for the purpose of becoming familiar with required curricular materials. They shall also have access to those curricular materials throughout the year by request.~~

~~The District shall prioritize providing training for educators on new curriculum and new initiatives within the work day and work year. Therefore, the District may, in compliance with ODE Rule 581-022-2320-6.d ORS 362.xxxx, schedule additional professional development time.~~

### 6.7 Evening Events / Parent-Teacher Conferences

6.7.1 Professional educators may be required to participate in up to three (3) ~~two (2)~~ evening school events per school year. However, principals will make a reasonable effort to see that professional educators are not required to attend more than two (2) evening events a year. Evening events shall generally last no more than two (2) hours and end by 9:00 p.m. on Monday through Thursday. Two-week's written notice shall be provided to affected professional educators. Evening events shall generally not be required on ~~major religious and cultural holidays as recognized on the district calendar~~, Fridays or on days preceding holidays. This provision does not apply to Social Workers, Child Development Specialists, School Psychologists, Audiologists and Student Services Specialists.

6.7.2 In addition, the District shall schedule two (2) parent conferences in the evening on two consecutive evenings. The two consecutive evening conferences must be scheduled after the planning day that follows the end of the first quarter. The calendar day following the second evening conferences scheduled must not be a workday (e.g.: can be an unworked holiday). A duty-free dinner break of at least sixty (60) consecutive minutes shall be scheduled prior to evening conferences. Evening conferences shall last no longer than three (3) hours and shall conclude by 8:30 p.m.

6.7.3 In consideration of the two consecutive evening conferences scheduled, the professional educators shall be given one paid day off which shall be notated as such on the District's published calendar.

6.7.4 Modifications to this provision must be processed using the contract exception process described in Article 1 of this Agreement.

6.7.5 At the request of a parent/guardian, a professional educator shall schedule a make-up conference for the parents/guardians who missed the regularly scheduled conference. ~~The District shall provide substitute coverage for any educator who must schedule a make-up conference. No educator may be required to schedule a make-up conference outside of the standard work day.~~

~~6.1.1 The District and PAT will meet to collaboratively define expectations for virtual and in person conferences, including but not limited to attendance, work location and duration. The District will provide a report of contract exceptions for conferences that includes the sites and the different conference schedules from the previous 5 years. In addition, PPS will survey administrators, educators and families on their preferences for duration, frequency, format, dates and times for Parent Teacher Conferences.~~

~~6.7.6 District will explore a pilot with a small group of schools to hold conferences differently (through the contract exception process for the 2019-20 school years):~~

~~6.7.6.1 Options for consideration in this pilot include but are not limited to:~~

~~a. Tracking number of hours for conferences to be scheduled based on parent and teacher availability rather than having specific days scheduled~~

~~i. Logistics related to things like dinner breaks for teachers and time beyond which conferences can't be schedule must be considered~~

~~ii. Exploring if HS should do something different~~

~~(1) First day open conference and second day invite only; or~~

~~(2) Spring conferences~~

~~iii. Video conferencing~~

~~b. Pilot must take into consideration other groups that may be affected such as:~~

~~i. Custodians~~

~~ii. Nutrition Services~~

~~iii. Transportation~~

~~iv. Educational Support Professionals~~

~~e. With respect to the pilot references above, the District shall circulate a bulletin following the 2016 Fall Parent/Teacher Conferences to Senior Directors and building leadership encouraging and promoting the ability to explore new ways to conduct Parent/Teacher Conferences for the 2019-20 school years.~~

~~d. The District's Office of School Performance (OSP) will summarize the results of the pilot referenced above and present that summary to PAT Contract Administration Committee no later than May 1 of each year.~~

**6.8 The district will not hold staff meetings or required committee meetings during parent-conference week.**

**6.98 School Calendar**

**6.98.1** By January 15 of each year, the Association shall submit to the Superintendent its recommendations regarding the school calendar for the subsequent school year. With respect to the calendar ultimately adopted, the District retains the right and authority to change the days on which school shall be held and make other adjustments to the school calendar; provided such adjustments are consistent with this article. No change in this calendar shall result in any reduction of the annual salary provided for professional educators by this Agreement or in increasing the aggregate number of workdays without the consent of the Association.

**6.98.2** Professional Development days and planning days shall be set in the school calendar before the end of the prior school year.

**6.98.3** The following shall be considered when determining the school calendar:

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6.98.3.1 Instructional days, added Professional Development days for schools identified by ODE for comprehensive/targeted support (per Section 6.3.1), and District organized Professional Development cannot be scheduled on the following days:

- a. Martin Luther King, Jr. Day
- b. Day after Thanksgiving
- c. The calendar week in which July 4<sup>th</sup> falls
- d. December 24<sup>th</sup> to and including January 1<sup>st</sup>
- e. Saturdays
- f. Sundays
- g. All recognized PAT holidays
- h. The Monday preceding the beginning of the work year

**i. Juneteenth: For any school in session For any Professional Educator whose contract year includes June 19<sup>th</sup>, June 19<sup>th</sup> shall be a paid holiday.**

6.98.3.2 This exclusion does not include:

- a. Extended Responsibility
- b. Clubs
- c. Outdoor school
- d. Field Trips
- e. Competitions
- f. Athletics
- g. Non-District organized Professional Development/Events/ Training

6.98.4 Inclement Weather

6.98.4.1 ~~—Should inclement weather result in fewer instruction hours than called for in OAR 581-022-1620;~~ The District may schedule ~~utilize~~ up to a total of three inclement weather make-up days for school closures. Days not scheduled in advance on the District school calendar may not be required make up days.

6.98.4.2 With thirty (30) day notice, the District may use Presidents' Day as one of the three make-up days.

6.98.4.3 The four (4) potential make-up days shall be marked on the school calendar, but professional educators will be required to make up a maximum of three unless 6.8.4.4 is required.

6.98.4.4 Notwithstanding 6.8.4.1, if the three days are insufficient for the District to meet the state required instructional time, the District and Association shall meet and discuss options. In the

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absence of an agreement how to make up days, the District may require professional educators to work additional days at the end of the year necessary to meet state requirements.

~~6.98.4.5~~ The District counts instructional minutes and parent-teacher conference days towards meeting the state required instructional time.

6.8.4.6 If the District converts instructional days to professional development days, it will count those days toward state required instructional time. ~~up to the maximum allowed by law.~~

~~6.98.4.6~~ The District will consider inclement weather when setting the seniors' graduation date.

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## 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 5.5% 7.0% or the January 2024 West Coast Consumer Price Index Urban (CPIU) published in February 2024, whatever is greater. The 2025-2026 salary schedule shall be increased by 3 6.0% or the January 2025 West Coast Consumer Price Index Urban (CPIU) published in February 2025, whatever is greater.**

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 “5<sup>th</sup> year” program for licensure, new professional educators shall be given credit for the hours required following the Bachelor’s degree for completion of a “5<sup>th</sup> year” program up to a maximum of forty-five (45) quarter hours. Currently employed professional educators, who have completed a “5<sup>th</sup> 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

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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:



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- 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.

**c. 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.

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- 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.

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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.).

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+6~~ 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.~~

~~All stipends shall be increased annually by the percentage of COLA increase for that year.~~

## 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.

## ARTICLE 15

### RETIREMENT

#### 15.1 Unused Sick Leave

Pursuant to Chapter 646, Oregon Laws 1973 (Senate Bill 622), the District shall request that the Public Employees Retirement Board add to the gross amount of salary used in determining the "final average salary" as defined in ORS 237.003(12) (for utilization in determining total retirement allowances) the monetary value of one-half (1/2) of the accumulated unused sick leave for each professional educator of the District.

#### 15.12 Early Retirement Incentives

##### 15.2.1.1 Insurance

15.2.1.1.1 The District shall contribute to the School District No. 1 Health and Welfare Trust the cost of medical/~~hospitalization~~ **prescription** plan for professional educators who:

- a. elect early retirement and are eligible ~~must~~ to retire under the Public Employees Retirement System (PERS);
- b. have completed at least fifteen (15) years of service with the District by September 30, 2020;
- c. are ~~at least sixty (60) years of age~~ **eligible to retire with PERS**, but not yet eligible for Medicare; and
- d. are eligible under such plan then offered by the Trust.

15.2 1.2.2 The District shall pay one-half (1/2) of the cost for the spouse/or domestic partner (as defined in Appendix C) of the retiree enrolled in the Plan.

15.2 1.1.3 For retirees, the list of benefits in existence on the date of execution of this Agreement shall be maintained by the District for the full term of this Agreement.

15.2 1.1.4 **Professional educators eligible under this section may sSelf-pay the for such cost of benefits following the exhaustion of the entitlement set forth above** ~~shall be available for qualified early retirees exercising this option to age sixty (60). This provision shall also apply~~ for up to five (5) years or until eligible for Medicare, whichever comes first, for professional educators who become unable to work because of disability as determined by PERS or the Disability Insurance Program provided by the Health and Welfare Trust. A qualifying retiree below age sixty (60) must elect to have District contributions commence upon retirement, but the District shall then cease its contributions at the end of sixty (60) months. Such professional educator may continue to maintain his/her coverage on a self-pay basis until age sixty-five (65). **[MOVE TO ARTICLE 13]**

##### 15.2 1.2 Stipend

15.2 1.2.1 The District shall provide an early retirement incentive of four hundred twenty-five dollars (\$425) per month to professional educators of half-time or more who elect early retirement.

15.2 1.2.2 To qualify, professional educators must meet the following criteria:

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- a. They must ~~be eligible to~~ retire under the Oregon Public Employees Retirement System; and
- b. They must have accumulated fifteen (15) years of service with the District by September 30, 2020.

15.2 ~~1.3~~ Such payments shall extend for sixty (60)-months or until the professional educator reaches age sixty- two (62), whichever is first. A professional educator must give written notice of retirement no later than sixty (60) days prior to the effective date. Upon death of a professional educator receiving the early retiree incentive, the remaining payments will be made to the surviving spouse or estate of the retiree.

15.2 ~~1.4~~ The District and Association shall form a workgroup to meet and explore alternatives to early retirement incentives for Tier 3 professional educators that will serve as an incentive to retain mid-career members and to be cost neutral to the District.

### 15.3 ~~2~~ Early Notice of Retirement

Professional educators who give early notice of retirement shall receive early notice incentives in accordance with the provisions of Section 18.2.

### 15.4 ~~3~~ Re-employment of Retirees

Professional educators who retire under the Oregon Public Employee Retirement System ("PERS") on or after December 1, and who the District re-employs between the Retiree's PERS retirement date and June 30 ("Retirees") are eligible for the benefits under this section.

#### 15.4 ~~3.1~~ The Retiree

15.4 ~~3.1.1~~ Must have a PERS retirement date on or after December 1, and no later than June 1;

15.4 ~~3.1.2~~ Must have submitted a written District Resignation Form ending District employment prior to the Retiree's PERS retirement date; (Note: Under PERS rules the PERS retirement date is the first of the month after an employee ends District employment. For example, if a professional educator ends employment on the last contract day before Winter Break, ~~his/her~~ **their** PERS retirement date would be January 1. If a professional educator ends employment on January 1, ~~his/her~~ **their** PERS retirement date would be February 1.); and

15.4 ~~3.1.3~~ Must declare in writing ~~his/her~~ **their** request to begin a new employment relationship with the District as a Retiree in the Retiree's prior position through the end of the work year or June 30, whichever first occurs. This written notice must be submitted to the District as part of the District Resignation Form no later than thirty (30) calendar days before the PERS retirement date.

15.4 ~~3.2~~ The District will report all unused earned sick leave to PERS, except as stated in Section 15.4 ~~3.4.2.e.b~~

15.4 ~~3.3~~ A Retiree will be re-employed by the District in the position that the Retiree held on the Retiree's date of resignation only if all of the following conditions are met:

15.4 ~~3.3.1~~ The professional educator elects to retire between December 1, and June 30 of that school year; and

15.4 ~~3.3.2~~ No internal transfer options are identified; and

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15.4 ~~3~~.3.3 There is no one on layoff status who is qualified for the position.

15.4 ~~3~~.4 Any period of reemployment between December 1, and June 30, is a new employment relationship between the Retiree and the District as outlined below:

15.4 ~~3~~.4.1 A re-employed Retiree is expected to demonstrate reliable and regular attendance at work and meet all expectations of the assignment.

15.4 ~~3~~.4.2 Pay and benefits for re-employed Retirees are set forth below:

a. Insurance coverage under the District's insurance for active employees shall continue through July 31, if permitted by the terms of such insurance.

~~b. Retiree will be paid at his/her pre-retirement rate of pay, less the 6% PERS pickup.~~

~~b.e.~~ Retiree will retain one (1) day of sick leave for each month worked, beginning the first month after his/her retirement date, and ending with the month in which the work is completed or June 30, (whichever comes first), but will not be eligible for any other District paid leaves.

~~c.d.~~ Retirees will not have access to professional growth or professional improvement funds.

~~e.d.~~ The PAT/PPS collective bargaining agreement may contain other pay or insurance provisions that apply. A Retiree performing duties such as coaching or advisor work following his/her retirement date is paid pursuant to the District/PAT collective bargaining agreement and time spent performing such extra work counts as hours for the purpose of the PERS maximum hours calculation.

~~f. For purposes of clarifying the language under the PAT/PPS collective bargaining agreement regarding the Early Retirement Incentive Stipend ("ERI"), a Retiree will begin to receive the ERI upon retirement, which means "separation from service" under Internal Retirement Code Section 409A. The ERI is intended to comply with the requirements of Code Section 409A, and will be interpreted in a manner consistent with the intent.~~

15.4 ~~3~~.5 This new employment relationship between the District and the reemployed Retiree will end on the last day of the work year in June. In no event will the Retiree's reemployment extend beyond June 30.

15.4 ~~3~~.6 Promise of employment as a Retiree after the end of the contract year in which he/she retires is neither stated nor implied.

15.4 ~~3~~.7 Section 15.4 ~~3~~ shall expire one year after the successor contract is ratified.



Through a grievance settlement with PAT in September 2022 regarding overages. Part of the agreement was made to build a case management time period into the school day in addition to the planning period.

#### Language of the Settlement ([Settlement Methodology Chart](#))

Beginning in the upcoming 2023/2024 school year, all special education case managers who do not currently receive a case management period will receive a case management period each day for due process paperwork, evaluation work, and IEP work. 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 special educators will receive a substantially equivalent amount of case management time as other special 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 special 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.

#### What is Case Management

<b>What is it:</b>	<p>Due Process Paperwork: IEP writing, eligibility forms, reports, assessments for eligibilities and progress monitoring, FBA/BSP, Abbreviated Day, Safety Plans, IEP scheduling, etc</p> <p>Other functions of Case Management may include: communication with parents and other professionals, check-ins with students as determined by the case manager, Collaboration with Gen Ed and other specialists, observations</p> <p>Access to students for purposes of evaluations, progress monitoring, and activities related to IEP development and implementation as determined by the case manager</p> <p>The outcome of the Case Management period is to meet due process timelines.</p>
<b>Collaboration with Gen Ed/Specialists</b>	<p>Time to connect with general ed teachers to review accommodations / modifications</p> <p>Time to connect with OTs, SLPs, PTs to share information about students, co write IEPs or reports, etc.</p>
<b>IEP writing</b>	Reviewing data, drafting IEPs, revising IEPs post meeting and working with Records Clerk to finalize IEP paperwork.
<b>Assessments</b>	Formal evaluations (KTEA, checklists etc), curriculum based measurements,
<b>Progress monitoring for Progress Notes/Reports</b>	Probing students for progress reports, gathering baseline information for IEP writing., observations, parents/student interventions
<b>Student check ins</b>	Working with students to gather input on the IEP, completing transition assessments for IEPs
<b>General paperwork</b>	Other paperwork that supports student needs such as, but not limited to Safety Plans, reviewing protocols, completing TD7s, ESY, recovery services, documentation needs
<b>Parent/family communication</b>	Emails and phone calls to parent/guardian
<b>Communication with partners (county case workers, tri-met,</b>	Emails and phone calls to caseworkers, WRAP teams, etc, gathering medical statements etc.

dr.'s)	
<b>What it is not</b>	<ul style="list-style-type: none"> <li>• Time to work with students for the delivery of Specially Designed Instruction</li> <li>• Uninterrupted planning time.</li> <li>• Directed by building administration for other purposes</li> </ul>
<b>Other Information</b>	<ul style="list-style-type: none"> <li>• Article 7.8 <b>Individual Planning Time</b> is still applicable</li> <li>• Article 6.5.4 <b>Special Education Case Management Time</b> is still in place and should be monitored by school secretaries</li> <li>• Article 8.9.1 <b>IEPs</b> is still applicable</li> <li>• Please remember that paraeducators schedules need to include two 15 minute breaks and a 30 min lunch</li> <li>• The student needs and grouping of students needs to be taken into consideration</li> <li>• We are looking into more information about Paraeducators being alone with students without a sped certified staff in the room</li> </ul>

<a href="#">K-5</a>	<a href="#">6-8</a>	<a href="#">9-12 /CTP</a>	<a href="#">School Psychologist</a>	<a href="#">Speech Language Pathologist</a>
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K-5 -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.

Possible ways to find the 320 minutes for case management time

<b>K-5 ISC</b>	<ul style="list-style-type: none"> <li>• 40 min additional specials or time in peer classroom, 15 min x2 for recess (pair with buddy GenEd class to release teacher presence)</li> <li>• The master schedule ensures grade bands (K-2, 3-5) have specials at the same time so that students can attend those for case management time</li> <li>• If SLP/OT/PT runs groups that could be a case management time but have back up plan for when they are absent</li> <li>• Does not need to be the same time every day</li> <li>• Push into GenEd activities with para for case management time</li> <li>• Counselor provide SEL instruction</li> <li>• Check in with Focus Classroom teacher to see if they are ok with paras/students working in the room for second 15 min case management period</li> <li>• Note to admin: Have a plan for students that need support during the case management time, so that educators can perform the functions of case management.</li> </ul>
<b>K-5 CB</b>	<ul style="list-style-type: none"> <li>• 40 min additional specials or time in peer classroom, 15 min x2 for recess (pair with buddy GenEd class to release teacher presence)</li> <li>• In master schedule ensure grade bands have specials at the same time so that student can attend those for case management time</li> <li>• If SLP/OT/PT runs groups that could be a case management time but have back up plan for when they are absent</li> <li>• Does not need to be the same time every day</li> <li>• Counselor provide SEL instruction</li> </ul>

	<ul style="list-style-type: none"> <li>• Push into GenEd activities with para for case management time</li> <li>• Check in with Focus Classroom teacher to see if they are ok with paras/students working in the room for second 15 min case management period</li> <li>• Note to admin: Have a plan for students that need support during the case management time, so that educators can perform the functions of case management.</li> </ul>
<b>K-5 SES</b>	<ul style="list-style-type: none"> <li>• 40 min additional specials or time in peer classroom, 15 min x2 for recess (pair with buddy GenEd class to release teacher presence)</li> <li>• In master schedule ensure grade bands have specials at the same time so that student can attend those for case management time</li> <li>• If SLP/OT/PT runs groups that could be a case management time but have back up plan for when they are absent</li> <li>• Does not need to be the same time every day</li> <li>• QMHP would support students along with TIC and paras during these two periods (in gen ed or in the SES) but have back up plan for when they are absent/unavailable</li> <li>• Push into GenEd activities with para for case management time</li> <li>• Check in with Focus Classroom teacher to see if they are ok with paras/students working in the room for second 15 min case management period</li> <li>• Note to admin: Have a plan for students that need support during the case management time, so that educators can perform the functions of case management.</li> </ul>
<b>K-5 LC</b>	<ul style="list-style-type: none"> <li>• Every day 64 minutes</li> <li>• Every day 40 min and 30 min</li> <li>• Every day 40 min, 15, min, 15 min</li> <li>• Two half days</li> <li>• One full day</li> </ul>
<b>Pioneer</b>	Use of coaches and QMHP, College and Career Coordinators, PE, Art (90 minute periods = 450 case management minutes), but have back up plan for when they are absent

6-8 -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, i.e.. 1 out of 6 or 7 periods is case management.

Possible ways to identify case management periods

<b>6-8 LC</b>	<ul style="list-style-type: none"> <li>• One period in addition to their planning period if using an A/B schedule (may not be daily due to A/B schedule)</li> <li>• Two half days (2 period on one day, 3 on another)</li> <li>• One full day</li> <li>• SLP can push in and run a period each week</li> </ul>
<b>6-8 CB</b>	<ul style="list-style-type: none"> <li>• Students attend specials for case management period</li> <li>• In master schedule ensure grade bands have specials at the same time so that student can attend those for case management time</li> <li>• If SLP/OT/PT runs groups that could be a case management time but have back up plan for when they are absent</li> <li>• Does not need to be the same time every day</li> <li>• Push into GenEd activities with para for case management time</li> <li>• Note to admin: Have a plan for students that need support during the case management time, so that educators can perform the functions of case management.</li> </ul>

<b>6-8 ISC</b>	<ul style="list-style-type: none"> <li>• Students attend specials for case management period</li> <li>• In master schedule ensure grade bands have specials at the same time so that student can attend those for case management time</li> <li>• If SLP/OT/PT runs groups that could be a case management time but have back up plan for when they are absent</li> <li>• Does not need to be the same time every day</li> <li>• Push into GenEd activities with para for case management time</li> <li>• Note to admin: Have a plan for students that need support during the case management time, so that educators can perform the functions of case management.</li> </ul>
<b>6-8 SES</b>	<ul style="list-style-type: none"> <li>• Students attend specials for case management period</li> <li>• In master schedule ensure grade bands have specials at the same time so that student can attend those for case management time</li> <li>• If SLP/OT/PT runs groups that could be a case management time but have back up plan for when they are absent</li> <li>• Does not need to be the same time every day</li> <li>• QMHP would support students along with TIC and paras during these two periods (in gen ed or in the SES) but have back up plan for when they are absent/unavailable</li> <li>• Push into GenEd activities with para for case management time</li> <li>• Note to admin: Have a plan for students that need support during the case management time, so that educators can perform the functions of case management.</li> </ul>
<b>Pioneer</b>	Use of coaches and QMHP, College and Career Coordinators, PE, Art (90 minute periods = 450 case management minutes) but have back up plan for when they are absent/unavailable

9-12/CTP - 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 special educators will receive a substantially equivalent amount of case management time as other special educators, i.e.. 1 out of 8 periods is case management.

#### Possible ways to identify case management periods

<b>9-12 LC &amp; CB Team</b>	<ul style="list-style-type: none"> <li>• One period in addition to their planning period if using an A/B schedule (may not be daily due to A/B schedule)</li> </ul>
<b>9-12 SES</b>	<ul style="list-style-type: none"> <li>• Students attend specials for case management period</li> <li>• In master schedule ensure grade bands have specials at the same time so that student can attend those for case management time</li> <li>• If SLP/OT/PT runs groups that could be a case management time but have back up plan for when they are absent</li> <li>• Does not need to be the same time every day</li> <li>• Push into GenEd activities with para for case management time</li> <li>• Note to admin: Have a plan for students that need support during the case management time, so that educators can perform the functions of case management.</li> </ul>
<b>9-12 ISC</b>	<ul style="list-style-type: none"> <li>• Students attend specials for case management period</li> <li>• In master schedule ensure grade bands have specials at the same time so that student can attend those for case management time</li> <li>• If SLP/OT/PT runs groups that could be a case management time but have back up plan for when they are absent</li> <li>• Does not need to be the same time every day</li> <li>• Push into GenEd activities with para for case management time</li> </ul>

	<ul style="list-style-type: none"> <li>Note to admin: Have a plan for students that need support during the case management time, so that educators can perform the functions of case management.</li> </ul>
<b>Pioneer</b>	<ul style="list-style-type: none"> <li>Students attend specials for case management period</li> <li>In master schedule ensure grade bands have specials at the same time so that student can attend those for case management time</li> <li>If SLP/OT/PT runs groups that could be a case management time but have back up plan for when they are absent</li> <li>Does not need to be the same time every day</li> <li>QMHP would support students along with TIC and paras during these two periods (in gen ed or in the SES) but have back up plan for when they are absent/unavailable</li> <li>Push into GenEd activities with para for case management time</li> <li>Note to admin: Have a plan for students that need support during the case management time, so that educators can perform the functions of case management.</li> </ul>
<b>CTP</b>	<ul style="list-style-type: none"> <li>Para/s support small group or individual activities planned by teacher</li> <li>Push-in support and lessons/guest speakers from VTS, Social Worker, TOSA,</li> <li>Large and small group activities with SLP</li> <li>Consider use of Wednesday</li> <li>Does not need to be the same time every day</li> </ul>

School Psychologists -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.

Speech Language Pathologist -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.

Possible ways to identify case management periods

<b>K-CTP</b>	<p>3:1 Mode</p> <ul style="list-style-type: none"> <li>3 week of student contact time &amp; planning time</li> <li>1 week Consult -includes all case management minutes</li> </ul> <p>Alternatively</p> <ul style="list-style-type: none"> <li>6-CTP self-schedule a period of time each day equivalent to a standard class period</li> <li>K-5 at least 40 minutes per day, and no less than 320 minutes total per week</li> </ul>
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**Response Comments:**

31.1 - Special Education committees are composed of PAT members, PFSP members, building leaders and special education admin. I am fine with the PAT appointing up to 6 members. I am trying to say that the number appointed cannot exceed 50% of the PAT members participating in the committee.. the rest will be professional educators that choose to participate.

31.2.2 - There is one single IEP team. Building based teams do not override another IEP team's determination. The needs identified within the special education program (the IEP.. which is the special education program) may not require additional staff. The focus needs to be on addressing the level of need in the current space.

31.3.1 - My understanding in the sidebar involved trying to capture related service providers as having a caseload and then also special education teachers as IEP managers. The PAT proposal will result in students being counted multiple times over.

The Association and the District collaborated and drafted guidance on what Case Management Time is. This was fully collaborative and agreed to and published on the special education website and within guidance to building administrators. The tasks outlined in the PAT proposal for caseload article are case management activities. The guidance is included below.

31.4.1 - The added language taken from the PAT proposal in X7.1.1 is a task that we have already agreed to in the case management guidance we co-authored and provided to administrators as guidance. Proposing this language here trying to include the request in PAT X7.1.1 here .

Stipend - Heard concern that language proposed felt like additional responsibilities would be assigned. Used our current contract language to describe the purpose of stipend is to address IEP hour need and also to demonstrate increased salary through a stipend.

31.6.1 - Policies are the right of the board to set. We are agreeing to provide a time frame on the communication of procedure changes. Some students demonstrate the need for designated adult support. IEP teams determined this level of need. This need requires significant justification as it comes with a significant per year price tag and also is demonstrated through research to substantially impact in a negative way a students development of independent skills and likelihood of achieving post secondary goals.

31.7.1 - This language will create an undue delay for students with disabilities, based on their disability, from engaging in FAPE. Having up to 9 teachers being released from instruction every time a student with a disability transfers into the school cannot be administered.

IEP teams as agreed to in the continuum of services article, which are professional educators, designed the students services, and program , and support plans for the student.

IDEA, ODE, and PPS process would be for the IEP team to meet and identify what services are required to address the students needs. These decisions are not unilaterally made by a single

general education teacher making an appointment with a district office special education administrator.

31.9 We cannot provide access to materials that may not be available due to not being in stock or published. The proposed language without the addition of when available will create grievances that cannot be resolved.

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### **Collaborative Guidance on Implementation of Case Management Time:**

Through a grievance settlement with PAT in September 2022 regarding overages. Part of the agreement was made to build a case management time period into the school day in addition to the planning period.

#### Language of the Settlement ([Settlement Methodology Chart](#))

Beginning in the upcoming 2023/2024 school year, all special education case managers who do not currently receive a case management period will receive a case management period each day for due process paperwork, evaluation work, and IEP work. 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 special educators will receive a substantially equivalent amount of case management time as other special 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 special 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.

#### What is Case Management

<b>What is it:</b>	<p>Due Process Paperwork: IEP writing, eligibility forms, reports, assessments for eligibilities and progress monitoring, FBA/BSP, Abbreviated Day, Safety Plans, IEP scheduling, etc</p> <p>Other functions of Case Management may include: communication with parents and other professionals, check-ins with students as determined by the case manager, Collaboration with Gen Ed and other specialists, observations</p> <p>Access to students for purposes of evaluations, progress monitoring, and activities related to IEP development and implementation as determined by the case manager</p> <p>The outcome of the Case Management period is to meet due process timelines.</p>
<b>Collaboration with Gen Ed/Specialists</b>	<p>Time to connect with general ed teachers to review accommodations / modifications</p> <p>Time to connect with OTs, SLPs, PTs to share information about students, co write IEPs or reports, etc.</p>



<b>IEP writing</b>	Reviewing data, drafting IEPs, revising IEPs post meeting and working with Records Clerk to finalize IEP paperwork.
<b>Assessments</b>	Formal evaluations (KTEA, checklists etc), curriculum based measurements,
<b>Progress monitoring for Progress Notes/Reports</b>	Probing students for progress reports, gathering baseline information for IEP writing,, observations, parents/student interventions
<b>Student check ins</b>	Working with students to gather input on the IEP, completing transition assessments for IEPs
<b>General paperwork</b>	Other paperwork that supports student needs such as, but not limited to Safety Plans, reviewing protocols, completing TD7s, ESY, recovery services, documentation needs
<b>Parent/family communication</b>	Emails and phone calls to parent/guardian
<b>Communication with partners (county case workers, tri-met, dr.'s)</b>	Emails and phone calls to caseworkers, WRAP teams, etc, gathering medical statements etc.
<b>What it is not</b>	<ul style="list-style-type: none"> <li>• Time to work with students for the delivery of Specially Designed Instruction</li> <li>• Uninterrupted planning time.</li> <li>• Directed by building administration for other purposes</li> </ul>
<b>Other Information</b>	<ul style="list-style-type: none"> <li>• Article 7.8 <b>Individual Planning Time</b> is still applicable</li> <li>• Article 6.5.4 <b>Special Education Case Management Time</b> is still in place and should be monitored by school secretaries</li> <li>• Article 8.9.1 <b>IEPs</b> is still applicable</li> <li>• Please remember that paraeducators schedules need to include two 15 minute breaks and a 30 min lunch</li> <li>• The student needs and grouping of students needs to be taken into consideration</li> <li>• We are looking into more information about Paraeducators being alone with students without a sped certified staff in the room</li> </ul>

<a href="#">K-5</a>	<a href="#">6-8</a>	<a href="#">9-12/CTP</a>	<a href="#">School Psychologist</a>	<a href="#">Speech Language Pathologist</a>
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K-5 -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.

Possible ways to find the 320 minutes for case management time

<b>K-5 ISC</b>	<ul style="list-style-type: none"> <li>• 40 min additional specials or time in peer classroom, 15 min x2 for recess (pair with buddy GenEd class to release teacher presence)</li> <li>• The master schedule ensures grade bands (K-2, 3-5) have specials at the same time so that students can attend those for case management time</li> </ul>
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	<ul style="list-style-type: none"> <li>• If SLP/OT/PT runs groups that could be a case management time but have back up plan for when they are absent</li> <li>• Does not need to be the same time every day</li> <li>• Push into GenEd activities with para for case management time</li> <li>• Counselor provide SEL instruction</li> <li>• Check in with Focus Classroom teacher to see if they are ok with paras/students working in the room for second 15 min case management period</li> <li>• Note to admin: Have a plan for students that need support during the case management time, so that educators can perform the functions of case management.</li> </ul>
<b>K-5 CB</b>	<ul style="list-style-type: none"> <li>• 40 min additional specials or time in peer classroom, 15 min x2 for recess (pair with buddy GenEd class to release teacher presence)</li> <li>• In master schedule ensure grade bands have specials at the same time so that student can attend those for case management time</li> <li>• If SLP/OT/PT runs groups that could be a case management time but have back up plan for when they are absent</li> <li>• Does not need to be the same time every day</li> <li>• Counselor provide SEL instruction</li> <li>• Push into GenEd activities with para for case management time</li> <li>• Check in with Focus Classroom teacher to see if they are ok with paras/students working in the room for second 15 min case management period</li> <li>• Note to admin: Have a plan for students that need support during the case management time, so that educators can perform the functions of case management.</li> </ul>
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<b>K-5 LC</b>	<ul style="list-style-type: none"> <li>• Every day 64 minutes</li> <li>• Every day 40 min and 30 min</li> <li>• Every day 40 min, 15, min, 15 min</li> <li>• Two half days</li> <li>• One full day</li> </ul>
<b>Pioneer</b>	Use of coaches and QMHP, College and Career Coordinators, PE, Art (90 minute periods = 450 case management minutes), but have back up plan for when they are absent

6-8 -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, i.e.. 1 out of 6 or 7 periods is case management.

Possible ways to identify case management periods

<b>6-8 LC</b>	<ul style="list-style-type: none"> <li>• One period in addition to their planning period if using an A/B schedule (may not be daily due to A/B schedule)</li> <li>• Two half days (2 period on one day, 3 on another)</li> <li>• One full day</li> <li>• SLP can push in and run a period each week</li> </ul>
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Possible ways to identify case management periods

<b>9-12 LC &amp; CB Team</b>	<ul style="list-style-type: none"> <li>• One period in addition to their planning period if using an A/B schedule (may not be daily due to A/B schedule)</li> </ul>
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<b>CTP</b>	<ul style="list-style-type: none"> <li>• Para/s support small group or individual activities planned by teacher</li> <li>• Push-in support and lessons/guest speakers from VTS, Social Worker, TOSA,</li> <li>• Large and small group activities with SLP</li> <li>• Consider use of Wednesday</li> <li>• Does not need to be the same time every day</li> </ul>

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Possible ways to identify case management periods

K-CTP	<p>3:1 Mode</p> <ul style="list-style-type: none"><li>• 3 week of student contact time &amp; planning time</li><li>• 1 week Consult -includes all case management minutes</li></ul> <p>Alternatively</p> <ul style="list-style-type: none"><li>• 6-CTP self-schedule a period of time each day equivalent to a standard class period</li><li>• K-5 at least 40 minutes per day, and no less than 320 minutes total per week</li></ul>
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