

DISTRICT MEDIATION PACKAGE PROPOSAL

SEPTEMBER 7, 2023

INDEX

ARTICLE 6 - printed

ARTICLE 7 - printed

ARTICLE 8 - printed

ARTICLE 9 - printed

ARTICLE 10 - PPS's last proposal

ARTICLE 12 - drop first step, 4% COLA (which includes the additional educator directed planning day), \$3,000 special educator stipend (includes School Psychologist, SLP's, and QMHP's funded by special education) is contingent upon removal of 4 IEP days in Article 6 and the new Article 31.

ARTICLE 13 - printed

ARTICLE 15 - PPS's last proposal

ARTICLE 18- PPS's last proposal

ARTICLE 23 - PPS's last proposal

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 ~~492~~ **193** contract days consisting of:

6.2.1.1 177 ~~476~~ instructional days

6.2.1.2 ~~Seven Six Four~~ and one half (26-1/2) ~~(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 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, ~~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 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.~~

~~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:

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.

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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):~~

6.3.6.2 New Professional Educator Training

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

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newly hired professional educator shall receive at least one month's advance notice of scheduling.

6.3.7 Professional educators who work beyond the ~~492~~ **193**-day work year shall be paid a daily rate of pay computed at $1/\text{492}$ **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 ~~492~~ **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 193-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~~

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~~

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~~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.~~
[MOVED TO ARTICLE 31 - SPECIAL EDUCATION]

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 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.xxx, 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~~

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- ~~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:

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

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- b. Day after Thanksgiving
- c. The calendar week in which July 4th falls
- d. December 24th to and including January 1st
- 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 19th, June 19th 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 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 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.

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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.

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.

7.6 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.

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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 Elementary Schools: Not less than three hundred and ~~sixty (360) twenty (320) four hundred and forty (440)~~ minutes per standard work week (prorated for partial weeks). There shall be at least one daily block of planning time of at least forty (40) continuous minutes ~~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.

~~7.9.1.5 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.~~

~~7.9.1.6 All SPED case managers will receive a case management period each day for due process paperwork, evaluation work, and IEP work. Case management time shall be scheduled in such a manner that the professional educator has access to students. At the elementary level, the case management period will be at least 40 minutes per day, and no less than 320 minutes total per week. At the middle school and high school levels, the case management period will be not less than the equivalent of one standard class period per day. High school SPED educators will receive a substantially equivalent amount of case management time as other SPED educators. School Psychologists and Speech Language Pathologists are also entitled to self-schedule a period of time each day equivalent to a standard class period (or at least 40 minutes per day, and no less than 320 minutes total per week, for those at the elementary level) for due process paperwork, evaluation work, and IEP work. These periods of time for SPED case managers, School Psychologists and Speech Language Pathologists reserved for SPED paperwork will be in addition to~~

~~planning time already guaranteed under Article 7.9. Educators shall have access to students during their case management time. Scheduling of this time will be determined by mutual agreement between the Educator and Administrator. [MOVED TO ARTICLE 31 - SPECIAL EDUCATION]~~

7.10 Co-Teaching

7.10.1 Co-teaching is the practice of pairing teachers together in a classroom to share the responsibilities of planning, instructing, and assessing students. In a co-teaching setting, the teachers are considered equally responsible and accountable for the classroom. This model differs from push-in (one educator responsible for certain students in a group) and team teaching (one educator is responsible for the students for only part of the curriculum).

~~7.10.2 Any professional educator assigned to a co-teaching setting, shall be provided a full day of professional development on co-teaching models no later than the end of the first week of school. Following the professional development, professional educators who co-teach may: 1) submit up to one hour per week per content subject (6-12) or per grade level (K-5) of compensation for time spent co-planning, 2) be released from staff meetings for one hour per staff meeting and submit for compensation on weeks when there are no staff meetings, or 3) be provided an hour per week of co-planning time in addition to the educator's individual planning time.~~

7.10.2 Reasonable effort will be made to provide common planning periods to improve collaboration with general education teachers that are co-teaching. When common planning cannot be achieved, up to ten (10) hours per school year may be submitted by each co teacher for common co-planning outside the work day.

7.9 11 Restroom Breaks

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

7.40 12 Meetings/Trainings

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

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

~~7.12.20.3~~ Professional educators will be responsible for completing ~~four (4) hours of District mandatory~~ online training ~~outside of scheduled staff meeting time.~~ There will be no staff meetings on at least two (2) Tuesdays between the start of the school year and the due date of the mandatory online training. ~~Educators will be provided release time to complete any trainings required above the 4 hours of mandatory online training.~~

~~7.12.30.4~~ Child Development Specialists, School Social Workers, School Psychologists, Audiologists and Student Services Specialists may be required to attend trainings or meetings beyond the work day on Tuesdays only if the trainings or meetings fall within their workday/workweek provisions as set out in paragraph 7.4.

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~~7.12.40.5~~ Part-time professional educators shall not be required to attend meetings/trainings that are not contiguous with their workday. Required attendance at meetings/trainings contiguous with the workday and at evening events / Parent/Teacher Conferences shall be pro-rated for part-time professional educators.

~~7.12.50.6~~ The District shall provide each professional educator professional development on implicit bias, anti-racism, and culturally responsive practices. These trainings will be available to all professional educators within the workday and standard work year. PAT will review providers prior and give feedback after trainings through the IPC.

7.11.6 Professional educators may be required to take part in Professional Learning Communities (PLCs) or similar meetings designed to share educator expertise and student data during the workday. At least half of the PLCs will be teacher directed. PLC time scheduled by administration does not count as planning time. Any increase in duties for an individual educator resulting from PLCs requires the District to provide an offset with the reduction of other time-related duties of the professional educator.

7.134 Itinerants

7.134.1 The workday of a professional educator who works in more than one (1) building or is assigned outside the District shall not exceed the workday above and shall be covered by planning time and other provisions of this Article.

7.134.2 An adequate amount of travel time ~~(including at least five (5) minutes to set up a class upon arrival and five (5) minutes to leave a class to go to another worksite)~~ shall be allowed for professional educators who must change worksites or classrooms/offices during the workday.

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

7.134.4 If there are disagreements over the itinerant professional educator's schedule and workload, the supervisor(s) and the building representative(s) shall write a summary of the dispute and submit the summary to the Human Resources and the Association for resolution.

~~7.13.5 Professional educators required to move between multiple work spaces within a site will be given adequate transition time and transition time will not interfere with Planning Time, Lunch or increase workload on the educator.~~

~~7.13.6 All professional educators who are not assigned a dedicated classroom shall be provided adequate storage (as collaboratively determined by the professional educator and the building administrator) space in which to keep students' work, supplies, and equipment.~~

7.142 Part-time

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

7.142.2 The workday for part-time professional educators shall be stated as a percentage of full-time in accordance with the chart below. Other percentages shall be calculated in the same manner.

<u>Workday – 7.0 Hours 45 Minutes</u>		<u>Workday – 8 Hours</u>	
<u>Percentage</u>	<u>Time</u>	<u>Percentage</u>	<u>Time</u>
10% (.10)	47 minutes	10% (.10)	48 minutes
20% (.20)	1 hr. 33 minutes	20% (.20)	1 hr. 36 minutes
25% (.25)	1 hr. 56 minutes	25% (.25)	2 hours
30% (.30)	2 hrs. 20 minutes	30% (.30)	2 hrs. 24 minutes
40% (.40)	3 hrs. 06 minutes	40% (.40)	3 hrs. 12 minutes
50% (.50)	3 hrs. 53 minutes	50% (.50)	4 hours
60% (.60)	4 hrs. 39 minutes	60% (.60)	4 hrs. 48 minutes
66% 2/3%	5 hrs. 07 minutes	66% 2/3%	5 hrs. 20 minutes
70% (.70)	5 hrs. 26 minutes	70% (.70)	5 hrs. 36 minutes
75% (.75)	5 hrs. 49 minutes	75% (.75)	6 hours
80% (.80)	6 hrs. 12 minutes	80% (.80)	6 hrs. 24 minutes
90% (.90)	6 hrs. 59 minutes	90% (.90)	7 hrs. 12 minutes
100% (1.0)	7 hrs. 45 minutes	100% (1.0)	8 hours

7.142.3 FTE for part-time professional educators may fluctuate from year to year, ~~from .5 FTE to .66 FTE, .67 FTE to .74 FTE, .75 FTE to .90 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 8 WORKLOAD

8.1 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.

8.2 The workload of professional educators shall be generally comparable to that which existed in the 2017-18 school year.

~~Beginning in the 2023-2024 school year, the District shall schedule students in such a way that the class size and caseload do not exceed the caps listed in the table below. These class size and caseload caps will remain in effect in a status quo period.~~

~~In the event of funding shortages which require a reduction in force, the District may exceed the stated class size/caseload caps only for the grades in the buildings affected by the reductions. In no event will a professional educator have a class size/caseload above the cap for two consecutive years.~~

8.3 Overload Pay

8.3.1 Language relating to overloads and class/caseload caps ~~Section 8.3~~ shall remain in effect in a status quo period.

~~In the event of a reduction in staff (due to funding shortages or an inability to fill vacant positions), professional educators will receive payment for overloads in class size or caseloads.~~

8.3.2 Overloads ~~(Effective starting with the 2018-19 school year)~~ Both parties recognize and agree that overload numbers are not a staffing model. [MOVED AND MODIFIED FROM FOOTNOTE] The district maintains the rights to hold a lower cap to support an equity staffing model and provide additional staffing to historically underserved students.

8.3.2.1 Student loads will be calculated on the third Monday in October and the third Tuesday ~~Monday~~ in February each month on the first day of each pay period. If a professional educator's load exceeds the limits in 8.3.3, the District will implement one of these three options:

a. Within two weeks ~~one week~~, move students to meet the limit.

b. Within two weeks ~~one week~~ provide .5 FTE educational assistant for an elementary general education classroom, or a paraeducator for a special education classroom. ~~Educational Assistants or Paraeducators assigned to classrooms to address overage shall not be used for other building needs.~~ Except as provided in 8.3.2.2, the professional educator may decline the assistant or paraeducator and select the stipend, or

c. Pay any professional educator over a threshold a stipend equal to 1.5% of the base BA+0 salary per semester; except for the two exceptions noted in the table in 8.3.3.1. the amount listed in the chart in 8.3.3.1

8.3.2.2 Assistants or paraeducators already assigned to the class due to threshold estimates will count towards this relief and may not be declined in favor of a stipend. ~~Educational Assistants or Paraeducators assigned to classrooms to address overage shall not be used for other building needs. Prior to the start of the year, the District shall provide the association a list~~ The Association may submit a request of information to obtain a list of assistants and/or paraeducators who are intended to provide overage relief, and the paraeducators' assignments.

8.3.2.3 The stipend will be paid as part of the next payroll period.

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- 8.3.2.4 The methodologies for determining which classes are regular or performance classes and how to count students in certain class configurations are addressed in Sections 8.3.5 and 8.3.6.
- 8.3.2.5 For professional educators in multiple buildings, or for professional educators working less than 1.0 FTE, the stipend will be prorated.

8.3.3 **Target Size, Overload Pay Threshold ~~Class Cap~~ and Percentage Charts**

8.3.3.1 ~~To provide the parents and students who make up Portland Public Schools community a safe and productive educational environment,~~ Effective July 1, 2018, the following teaching/caseload thresholds ~~class/caseload target sizes overload numbers, and class/caseload caps~~ shall be established with the expectation of providing overload pay to individual professional educators if the District chooses to exceed these thresholds. ~~If the District chooses to exceed the caps, the families/guardians of the students affected will be informed within a week that their student's educator has exceeded their cap.~~

a. Elementary (PK-5)

Position	Target Size	Teaching Load Threshold for Overload Pay Class Size Cap	% of Base Salary increased per Student over the Thresholds Target Size
K	18	24	3% (1.5% each semester) Increase salary by 5% (-.5% each pay period) per student over 20 (triggered by first student over)
1-3 4	20	25 26	3% (1.5% each semester) Increase salary by 5% (-.5% each pay period) per student over 22 (triggered by first student over)
4-5 (and self-contained 6 th grade) 2-5 (and self-contained 6th grade)	22	28	3% (1.5% each semester) Increase salary by 5% (-.5% each pay period) per student over 24 (triggered by first student over)
Elementary Specialists <u>Core Enrichment Professional Educators*</u> including librarians/me		Determined by average overload of the building beginning with the average of 1.0 overage. The average will be rounded to the	3% (1.5% each semester) 5% (-.5% each pay period)

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dia specialists		closest whole number thereafter.	
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* Elementary "Core Enrichment Professional Educators" are educators who instruct Dance, Visual Arts, Music, Physical Education, Media Arts, Applied Arts, Theater Arts, Teacher Librarians and all educators who were formally referred to as 'specialists'.

b. Middle School / High School Grades (6-12)

Position	Target Size	Teaching Load Threshold for Overload Pay Teaching Load Cap	% of Base Salary increased per Student over the Threshold Target Size
MS Teachers Professional Educators	125	150	Increase salary by 3% (1.5% each semester) per five Students over Threshold (triggered by first student over) Increase salary by 5% (.5% each pay period) per five students over 125 (triggered by first student over)
MS Performance Class Teachers Professional Educators	135	220	Increase salary by 3% (1.5% each semester) per five Students over Threshold (triggered by first student over) Increase salary by 5% (.5% each pay period) per five students over 135 (triggered by first student over)
HS Teachers Professional Educators	150	160	Increase salary by 3% (1.5% each semester) per five Students over Threshold (triggered by first student over) Increase salary by 5% (.5% each pay period) per five students over 135 (triggered by first student over)
HS Performance Class Teachers Professional Educators		225	Increase salary by 3% (1.5% each semester) per five Students over Threshold (triggered by first student over)

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MS/HS Physical Education Professional Educators	150	175	Increase salary by 5% (.5% each period) per five students over 160 (triggered by first student over)
MS/HS Performing Arts Professional Educators	175	225	Increase salary by 5% (.5% each pay period) per ten Students over 185 (triggered by first student over)

e. ~~Overload Pay for Special Education Teachers and~~ **[MOVE TO ARTICLE 31] Overload Pay for Specialists**

Position	Target Size	Teaching Load / Caseload Threshold for Overload Pay	% of Base Salary increased per Student over the Threshold
Special Education Teachers Special Schools Program (Pioneer)	7	10 students	Increase salary by 5% (2.5% each semester) per student over the Threshold
Special Education Teachers Self Contained-Focus Classrooms	7	13 students	Increase salary by 5% (2.5% each semester) per student over Threshold
Special Ed. Teachers (Learning Center HS)	22	32 students	Increase salary by 3% (1.5% each semester) per Student over Threshold
Special Ed. Teachers (Learning Center MS)	21	31 students	Increase salary by 3% (1.5% each semester) per Student over Threshold
Special Ed. Teachers (Learning Center PK-5)	20	30 students	Increase salary by 3% (1.5% each semester) per Student over Threshold
Speech and Language Pathologists	30	50 students	Increase salary by 3% (1.5% each semester) per Student over Threshold
School Counselors (All levels)	1 to 250	1 to 350 students	Increase salary by 5% (.5% each pay period) per 20 students over 270 (triggered by first student over)

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Elementary Counselors	1 to 75	1 to 500 525 students	Increase salary by 3% (1.5% each semester) per 10 Students over Threshold (triggered by first student over)
Middle School Counselors	1 to 250	1 to 425 475 students	Increase salary by 3% (1.5% each semester) per 10 Students over Threshold (triggered by first student over)
High School Counselors	1 to 500	1 to 375 400 students	Increase salary by 3% (1.5% each semester) per 10 Students over Threshold (triggered by first student over)
Middle School <u>Teacher Librarians /Media Specialists</u>	1 to 500	1 to 600 Students 1 to 850 students with credit of 375 students for full-time library assistant.	Increase salary by 3% (1.5% per semester) per 100 students over the Threshold (triggered by first student over) Increase salary by 5% (.5% each pay period) per 25 students over 525 (triggered by first student over)
High School <u>Teacher Librarians /Media Specialists</u>	1 to 900	1 to 1100 Students with credit of 425 students per full-time library assistant and/or 325 students per fulltime book clerk.	Increase salary by 3% (1.5% per semester) per 100 students over the Threshold (triggered by first student over) Increase salary by 5% (.5% each pay period) per 50 students over 950 (triggered by first student over)
School Psychologists	1 to 135 special education students		Increase salary by 3% (1.5% each semester) per five (5) Students over Threshold (triggered by first student over)

School Psychologists in buildings with 25% or more special education students	1 to 110	1 to 135	Increase salary by 5% (.5% each pay period) per five (5) students over 115 (triggered by first student over)
School Social Workers	1 to 400	1 to 500	Increase salary by 5% (.5% each pay period) per twenty (20) students over 420 (triggered by first student over)
ESL/ELL	1 to 30 Newcomers and Students with Interrupted Formal Education shall be counted as 1.5 students	1 to 40	Increase salary by 5% (.5% each pay period) per 2 students over 32 (triggered by first student over)
Adapted PE	1 to 36	1 to 50	Increase salary by 5% (.5% each pay period) per 2 students over 40 (triggered by first student over)
Community Transition Program	Team 1 - 7 Team 2 - 13 Team 3 - 22	Team 1 - 10 14 Team 2 - 18 20 Team 3 - 28 32	Increase salary by 5% (.5% each pay period) per student over the target (triggered by first student over)

8.3.4 Elementary specialist classes will not exceed 35 ~~26~~ students per class.

~~8.3.5 Under no circumstances shall PK class size exceed the ratios and group sizes delineated in OAR 414-300-3130.~~

8.3.6 The methodology for identifying performance classes is as follows:
Classes such as PE, band, choir, physical education and theater are performance classes. Any class that is more like a traditional academic class such as history or biology would not be considered a performance class. For example, Sports Physiology, which is listed in the course description as a challenging academic course requiring course work and study is a course more akin to biology and is not a performance class. History and literature of the theater is more akin to literature courses and is not a performance class. Drama – Stage craft is more akin to performance classes like Dance Technique or Weight Training. Classes labeled as “student support, tutorial, and study skills” shall be classified as regular classes. Performance classes are distinguished by being more of the nature of a “performance” or “production” as compared to a traditional “academic” class in which there is direct instruction. The parties shall meet as necessary (but at least annually) to review the list of classes and to determine if new classes should be listed as performance classes for purposes of Article 8.

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8.3.3 Special student count rules:

a. Teaching Assistants and Peer Mentors shall not be counted towards student loads, so long as the teacher voluntarily agrees to have these students in ~~his/her~~ **their** classroom and so long as the total number of teaching assistants or peer mentors for a full-time teacher does not exceed ten (10). A teacher shall not accept more than ten (10) teaching assistants or peer mentors.

~~b. All students shall be counted as a minimum of 1 student for all counts.~~

~~c.~~ **b.** Students in an independent study do not count on that teacher's load, so long as the teacher voluntarily agrees to have the student in ~~his/her~~ **their** classroom and there are no more than two students in the independent study per class period, and no more than a total of six (6) students in independent study. A teacher shall not accept more than two (2) students per period in independent study or more than six (6) total.

~~d.~~ **c.** Students in "double blocks" shall be counted in each class.

~~d. e~~ **The target size and overage number for any blended class shall be the lower of the two grade level groups. For example, a 3rd/ 4th class shall be counted as if it was a 3rd grade class.**

8.4 Overload Relief for Exceeding a Number of Unique Preparations

8.4.1 Section 8.4 shall remain in effect in a status quo period.

8.4.2 The District will pay \$1,000 per semester to a professional educator who functions as a high school, middle school or departmentalized 6-8 grade classroom teacher for each additional unique preparation over three (3). The District will produce a report of preparation each semester to monitor and inform the District and Association of the situation.

8.4.3 Preparations are defined as the number of unique courses for which a professional educator must prepare (e.g., Algebra 1, US History). AP and IB courses shall be considered unique courses. ~~A preparation is understood to be any student contact time in which professional educators are required to perform any two or more of the following activities: Taking attendance, Creation of or use of curriculum materials, Assessment of student work, Delivery of content or information, Facilitation of group or individual activities, Communication about student performance to other parties, Issuing grades or other formal performance data.~~

~~Any student who is not covered in 8.3.7.a or 8.3.7.b shall be considered part of the educator's student load and count towards overage pay and class size calculations.~~

8.5 Duties

Duties assigned during the workday to professional educators shall not infringe upon their duty-free lunch period and/or planning time. Good faith consideration of fairness and balance will be made in assigning such duties to professional educators. ~~SLPs, School Psychologists, Counselors, QMHP/School Social Workers~~ and other specialists shall not be assigned more duty time than what is generally assigned to other professional educators. **[Moved to 8.5.1]**

8.5.1 SLPs, School Psychologists, Counselors, **Qualified Mental Health Professionals** (QMHP)/**School Social Workers** and other specialists shall not be assigned more duty time than what is generally assigned to other professional educators., ~~and if the professional educators referenced above are experiencing a caseload that results in overages, they will not be assigned any duty. Duties are any assignment that requires supervision of students who are not part of an educator's class or caseload, or who are in addition to the educator's class or caseload.~~

8.6 Progress/Grade Reports

8.6.1 Professional educators shall be responsible for no more than four (4) progress/grade reports per year,

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except a mid-term report may be necessary when a student is in danger of failing or ~~her/his~~ **their** behavior or achievement shows a significant decline.

- 8.6.2 Professional educators shall make arrangements as may be necessary to meet with students and parents at reasonable times outside the normal workday. Regularly scheduled parent conference days are not covered by this Section.

8.7 Substituting for other Professional Educators

- 8.7.1 Every effort will be made to employ substitute teachers to cover classes of absent teachers. Except in true emergency situations, ~~such as a sudden injury or illness of a teacher when no building administrator is physically available to cover,~~ and except as otherwise provided in 8.7.2, professional educators shall not be required to substitute for other professional educators. The District shall maintain a system that allows professional educators an option to select their preferred substitutes.

~~Professional Educators shall have the right to select their substitute teaching colleagues for any absence of less than sixty (60) consecutive days.~~

8.7.2 Site Support Instructors (SSIs)

- 8.7.2.1 The parties have agreed to establish a licensed teaching personnel position entitled Site Support Instructor (SSI). This position shall fall within the scope of the School District No. 1 Multnomah County Oregon and Portland Association of Teachers Collective Bargaining Agreement (CBA).

- 8.7.2.2 ~~Starting in the 2017-18 school year, the~~ District may engage up to ~~45~~ **30** Site Support Instructors. The ~~number~~ of SSIs and the location shall be determined by the District prior to staffing. The District shall review the data for the current and previous school year ~~past~~ **and** select ~~buildings~~ **schools** based on the percentage and number of unfilled substitute jobs in the building. For purposes of Article 18, Transfers the District shall reassign current SSIs to ~~buildings~~ **schools** for the next school year ~~prior to the internal staffing process~~ so that SSIs ~~will know their assignment for the following year prior to considering other assignments. SSIs may apply in the internal and external~~ **are subject to the** staffing process as otherwise provided in Article 18.

- 8.7.2.3 The SSI is considered a regular member of the staff in the building to which ~~s/he is~~ **they are** assigned and will not be used to fill vacancies at other buildings.

- 8.7.2.4 The SSI will be provided a workstation at the building to which ~~s/he~~ **they are** assigned with computer access and a District email address.

- 8.7.2.5 The SSI will not be used in place of requesting a substitute through the District substitute system.

- 8.7.2.6 The SSI will not be used for long-term substitute positions.

- 8.7.2.7 The SSI may be used in a variety of classroom settings in any one day. However, a SSI may not be assigned to cover the work of more than one professional educator each day.²

- 8.7.2.8 The SSI may be utilized to cover classroom instruction so that another professional educator may attend to a need designated by the building administrator or the building administrator's designee.³

- 8.7.2.9 Generally, the SSI will not have a disproportionate amount of duty/supervision in any given day.

- 8.7.2.10 All the terms and conditions of the Agreement shall apply to the SSI except:

- a. The SSI may work an adjusted daily work schedule to meet the demands of planning for instruction with little notification. The daily work schedule will be determined collaboratively between the SSI and the building Administrator or the building Administrator's designee.

- ~~b. The starting time for the SSI shall not be before 7:00 a.m. without a specific contract exception.~~
- ~~c. Except as provided in Section d below, the workday for the SSI shall not exceed seven hours and 45 minutes (7.75 hours) without a specific contract exception.~~
- ~~d. The daily work schedule for the SSI may be extended to provide time to attend staff meetings that may normally occur beyond his/her workday. If the daily schedule is so extended, the individual shall be granted time off with pay within the same workweek equal to the amount of time his/her schedule was so extended. If the daily schedule is extended but the SSI is not granted time off with pay within the same workweek equal to the amount of time his/her schedule was so extended, the SSI shall be compensated at his/her per diem hourly rate for such extended time. The extended workday shall not exceed eight (8) hours without a specific contract exception.~~
- ~~e. b. SSIs shall receive the same daily prep/planning time otherwise due to the individual s/he they are assigned to cover.~~
- ~~f. The SSIs shall be eligible to accept any Extended Responsibility pay opportunities that the building Administrator or the building Administrator's designee merits to be in the best interest of the school.~~
- ~~g. In collaboration with the building Administrator or the building Administrator's designee, the SSI may pursue District supported professional development that will promote his/her opportunities for regular employment.~~
- ~~h. SSI shall be allowed to participate in all professional development and training offered to the general staff. Any such professional development and/or training offered outside the workday shall be paid in accordance with Section 21.2.~~
- ~~i. c. For the purposes of Section 18.6 (Administration Initiated Transfers), the SSI are to be treated as an individual classification rather than as a part of the building teaching staff.~~
- ~~j. d. For the purposes of the articles on layoff and transfer, SSI shall be considered as a "subject".~~
 - e. It is expressly understood that the instances when the SSI is assigned to cover the work of more than one professional educator in a day will be thoughtfully placed and assigned by the building Administrator or the building Administrator's designee so that the SSI can be successful in his/her their coverage. [MOVED AND MODIFIED FROM FOOTNOTE]**

² ~~The parties agree to continue to discuss the working conditions applicable when a SSI is assigned to cover the work of more than one professional educator in a day.~~

³ ~~It is expressly understood that the instances when the SSI is utilized in this manner will be thoughtfully placed and assigned by the building Administrator or the building Administrator's designee so that the SSI can be successful in his/her their coverage.~~

- ~~k.~~**f.** Notwithstanding subparagraph (~~j~~ **d**) above, competency for the purpose of placement within the District but outside of the SSI position shall be defined as the ability to teach a subject or grade level based on recent teaching experience related to that subject (as further defined by Appendix D) or grade level within last five (5) years, or educational obtainments, or both, but not based solely on being licensed to teach.

8.8 Mother Lactation Friendly Workplace

- 8.8.1 The District shall provide reasonable break time for an employee to express breast milk for ~~a~~ **her** nursing child for one year after the child's birth each time such employee has need to express the milk. The District shall post the administrative directive entitled **Expression of Milk in the Workplace** ~~Mother-Friendly Workplace~~ (5.50.059-AD) at each site and shall include the administrative directive in the new hire materials and ~~maternity~~ **Child Care** leave paperwork.
- 8.8.2 If feasible, ~~mothers~~ **professional educators** shall take the rest periods to express milk at the same time as the break times or meal periods that are otherwise provided to the professional educator. When not feasible, coverage shall be provided.
- 8.8.3 Administrators may assign Site Support Instructors to provide coverage, with no additional compensation. If a Site Support Instructor is not available, Administrators may ask other professional educators to voluntarily provide coverage. When a professional educator (other than a Site Support Instructor) voluntarily agrees to provide coverage, time in consideration of work missed while providing coverage shall be scheduled outside of the standard work day at a time mutually agreed to between the professional educator and the Administrator and shall be paid at the professional educator's per diem hourly rate of pay for such time.

[8.9 IEPs and 8.10 MOVED TO NEW ARTICLE 31 - SPECIAL EDUCATION]

~~8.9~~ **IEPs**

- ~~8.9.1 Professional educators who are required to conference regarding IEPs or 504s shall have a substitute provided to allow for such meetings to occur within the workday. If a professional educator volunteers to attend such conference outside of the workday, such member shall be compensated at his/her ~~their~~ per diem hourly rate for conferences which take place beyond the contract day. A professional educator who chooses to conference during his/her ~~their~~ individual planning time, including the 15 minutes at the end of the work day, can do an equivalent amount of planning time outside of the work day and be compensated at his/her ~~their~~ hourly rate for the length of the conference.~~

8.9 504s

- 8.9.2 Professional educators who are required to write student plans other than IEPs, including Gifted Student plans or 504 plans, shall be provided at the professional educator's option either release time or compensation at his/her ~~their~~ per diem hourly rate. One hour ~~two hours~~ shall be allotted for each student plan. ~~and one hour for each plan revision.~~

~~8.10~~ **Special Education Spaces and Materials [MOVED TO ARTICLE 31]**

~~Special Education professional educators shall have:~~

- ~~8.10.1 A dedicated space/classroom;~~
~~8.10.2 Instructional, academic, and curriculum materials available in classroom; and~~
~~8.10.3 Materials and curriculum for social/emotional skill needs of the students available in the classroom.~~
~~8.10.4 The materials required by 8.10.2 and 8.10.3 shall be provided to the Special Education educator prior to the start of the school year~~

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- 8.11 The District shall supply and maintain materials in current adoptions. The District shall provide professional educators with related core instructional materials and an opportunity for in-service before requiring implementation of new adoptions, programs or curricula.

8.12 Curriculum Materials in Language of Instruction

The District shall make every effort to provide professional educators working in dual language immersion programs equivalent district-adopted materials to those teachers instructing in English-only classes. An educator may make a request to the Department of Dual Language for the needed materials. If such materials are not available, the Department of Dual Language will either:

- 8.12.1 Arrange for the materials to be translated and provided, or

- 8.12.2 If a professional educator and the Department of Dual Language agree in writing that the professional educator will translate specific materials necessary for core instruction, the professional educator will be compensated at ~~his/her~~ their hourly rate for additional hours agreed upon in advance. To receive compensation, the professional educator must submit the translated materials to the Department. ~~The District will maintain a tracking tool for educators to submit translation requests for the District to provide approval. If a response providing the reasoning for the approval or denial, as well as an alternative material that is equivalent to the educator's request is not granted within two (2) days, the educator's request shall be considered approved.~~

- 8.12.3 When materials are produced by the Department or by a professional educator, the Department will make the materials available to all other educators teaching in the same program.

~~8.12.4 No professional educator will be negatively evaluated for materials they provide students if the District fails to provide current adoption materials, or materials that are not culturally or developmentally appropriate for the students receiving instruction.~~

~~8.4.1 Professional educators who are required to provide language access services (translation and/or interpretation) at any district-run or required meeting shall be paid two times their hourly rate.~~

- 8.13 Each professional educator may request access to a phone in a private area during the contract day, and a good faith effort will be made to provide such access.

- 8.14 Professional educators shall have access to a computer as may be necessary to carry out their responsibilities. All professional educators shall have access to a copy machine and an adequate amount of paper to meet the required needs of instruction. ~~Professional educators must have classrooms and spaces that suit the instructional needs of the program within which they teach.~~

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.~~ 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.~~

- ~~9.3.1.2 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 9.3.16~~ 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 A 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.

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.

~~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 ~~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 (~~TH~~ **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.~~

~~9.5.9-9.5.2.8~~ The District shall direct Office of School Performance (OSP) Leadership to seek monthly updates of school process implementing the CR-TFI.

~~9.5.10-9.5.2.9~~ The District shall facilitate in-depth training for new building administrators on CR-TFI.

~~9.5.11-9.5.2.10~~ In the exercise of authority by a professional educator to ~~control and~~ maintain **an environment that is conducive to teaching and learning** ~~order and discipline~~, the professional educator may use reasonable and professional judgment concerning matters not provided for by specific policies adopted by the Board and/or federal and state laws or regulations.

9.6 Behavioral Supports

~~9.6.1~~ The purpose of the District-level program of behavioral supports and strategies is to foster a sense **of agency, self-efficacy, and belonging** ~~a safe and supportive environment~~ for students and professional educators. This will be accomplished through the implementation of a multi-tiered system of support, and other practices and engagement strategies.

~~9.6.2~~ 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:

~~9.6.1.1~~ Overseeing and assessing the behavioral support needs of the District;

~~9.6.1.2~~ Building capacity within each school/program by working collaboratively with professional educators, building principals, and OSP Leadership;

~~9.6.1.3~~ Reviewing school-based behavioral Tier 1 and Tier 2 supports in place at the school and in classrooms.

~~9.6.1.4~~ Identifying ~~and implementing with fidelity~~ appropriate Tier 2 and Tier 3 evidence-based behavior interventions to support **all schools and programs**.

~~9.6.1.5~~ 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.

~~9.6.3~~ The ~~DSSS~~ **OSSS** shall include a district-level **Tier III** ~~Rapid Response Team (RRT)~~ which shall be tasked with overseeing and assessing the support needs of the District with a special focus on students, teachers, and buildings as a whole.

~~9.6.4~~ The responsibilities of the **Tier III** ~~Rapid Response Team (RRT)~~ include but are not limited to:

~~9.6.4.1~~ Stabilizing crisis situations for student and professional educators;

~~9.6.4.2~~ 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

~~9.6.4.3~~ 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 13 INSURANCE PROTECTION

13.1 Health and Welfare Trust

13.1.1 The District and the Association agree to continue participation in the School District No. 1 Health and Welfare Trust per the Trust Agreement as adopted November 9, 1972, and any amendments thereto.

13.1.2 Subject to the qualifications stated below, the monthly District contribution to the Trust toward the costs of health insurance benefits, including medical, dental, vision, prescription drug, and group term life insurance, and associated administrative costs and Trust reserves for full-time professional educators, and their eligible dependents and domestic partners is as follows:

13.1.2.1 The District shall contribute for full-time eligible professional educators and their eligible dependents and domestic partners ninety-three percent (93%) of the PAT composite premium.

13.1.2.2 The professional educators shall pay any remaining amount of the PAT composite premium as a payroll deduction. Such payments shall continue to be paid as a tax-sheltered employee deduction as permitted by IRS regulations.

13.1.2.3 Group term life insurance with accidental death and dismemberment (AD&D) shall be provided with a benefit of \$50,000. Professional educators covered by health insurance benefits shall have the ability to purchase additional coverage by payroll deduction.

13.1.3 Long Term Disability

All eligible professional educators must enroll in Long Term Disability (LTD) coverage. The Association shall be responsible for setting the eligibility and plan requirements. The full premium cost of the LTD plan shall be paid by the professional educators.

13.1.4 Insurance Coverage

Professional educators may opt out of medical, dental, vision, prescription drug benefits, and additional life insurance. Neither the District nor the professional educator shall make payments to the Trust for those who opt out. However, these professional educators shall be enrolled in the \$50,000 group life insurance with AD&D at the District's expense and in the LTD plan at the professional educator's own expense. ~~This opt out provision shall expire one year after the successor to this Agreement is ratified. However, the change will not be implemented until the start of the first plan year thereafter.~~

13.1.5 The benefits in existence on the date of execution of this Agreement, including the provisions identified in Appendix F, shall be maintained by the District for the full term of this Agreement, except if mandated by a new state insurance plan.

13.1.6 The District shall make this contribution from September through August of the school year. As used in this Paragraph, the words "through August" refer to the payment made by the District in early August, even though the professional educator contributions remitted by the District for such payment may have been deducted from July payroll checks. Before such payment per month, as indicated above, is required with respect to a professional educator, the Trustees shall certify to the District that the professional educator (himself or herself) has such medical/hospitalization coverage through the Trust. A full contribution shall be made by the District for professional educators having a work schedule of seventy-five percent (75%) or more of a full-time professional educator. The District shall make a contribution of fifty ~~eighty-six~~ percent (50 ~~86~~%) of the composite rate for professional educators having a work schedule of fifty percent (50%) up to seventy-five percent (75%) of a full-time professional educator.

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13.1.7 For temporary professional educators, the District shall make a contribution to the Health and Welfare Trust in accordance with 13.1.2 for two (2) months following the end of the standard work year, as defined in Section 6.2, if the temporary professional educator(s):

13.1.7.1 worked at least half-time, and worked at least half of the contract year, and finished the contract year in a bargaining unit position; or

13.1.7.2 worked at least half-time and is retained in a bargaining unit position for the following school year.

~~13.1.1 Newly hired educators shall be offered a medical plan as part of the District hiring process. The newly hired educators shall be eligible for medical insurance in the first month of employment.~~

13.1.8 Professional educators on unpaid leave of absence shall not suffer loss of benefit in excess of the period of time not worked during the regular work year. If paid leave extends up to the beginning of winter, spring and/or summer recess periods, such recess periods shall not count as time not worked.

13.1.9 The District shall assure the continuation of a tobacco abatement program, through the Health and Welfare Trust, for professional educators and their families.

13.2 Liability Insurance

The District shall provide, on a fully paid basis, bodily injury, liability and property damage insurance coverage, to the limits carried by the District for the use of automobiles owned, leased or hired by a professional educator while in the normal course of ~~his/her~~ **their** duties as an employee of the District. This coverage shall apply only as excess insurance over and above other valid and collectible liability insurance carried by the professional educator. The District may require as a condition to this coverage that before the vehicle is used on District business, the professional educator provide a license of insurance showing that he or she has at least the minimum amount of insurance required to license a vehicle in the State of Oregon. The District will reimburse the professional educator for any deductible cost the professional educator is required to pay, as a result of an on-duty accident, not to exceed five hundred dollars (\$500). Reimbursement will not be made if the professional educator is convicted of or admits to driving under the influence of intoxicants or with a suspended license.

13.3 Professional Association Insurance Program

The District shall recognize the rights of the Association to select carriers of insurance programs where membership in said program is contingent upon membership in the Association. Subject to the mechanical limits of the District's payroll system, the District shall make available payroll deductions for professional educators participating in such insurance programs.

13.4 The District will continue the I.R.C. Section 125 Flexible Benefit Plan during the term of this Agreement.

13.5 Domestic Partners

Insurance coverage for same sex and opposite sex domestic partners shall be provided the same as spousal benefits. The definition of domestic partner is included as Appendix C.

13.6 Employee Assistance Program (EAP)

The District shall continue to provide an Employee Assistance Program (EAP) that allows each

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professional educator to refer themselves confidentially to the EAP provider.

ARTICLE 10 ACADEMIC FREEDOM AND INSTRUCTION

10.1 Academic Freedom

- 10.1.1 Professional educators shall be guaranteed academic freedom in instructional presentations and discussions and in faculty discussions of education policy. Professional educators may introduce controversial materials provided such presentations, discussions, and materials are appropriate and relevant to course content and grade level subject to accepted standards of professional responsibility (see PPS Academic Freedom in the Instructional Program 6.20.011-AD as of 03-15-13).
- 10.1.2 The District shall consult with professional educators over decisions regarding the selection of districtwide textbooks. Within generally accepted professional and content standards, professional educators are responsible for determining the ~~instructional practices, assessments~~ (*Clarifying existing practice, intent, and language), supporting materials and methods used for day to day instruction, including differentiating instruction based on student needs.

10.2 Student Grades

Student grades issued by a teacher shall not be changed by a supervisor or altered due to software limitations of the District's grading system unless a substantive reason clearly exists. This Section shall not be interpreted to cause a teacher(s) to assign grades in any manner which deviates from general district- wide practices. If an administrator changes a student grade, such administrator will notify the teacher in writing of such change, and the reason(s) for such change.

- 10.3 The parties will convene a work group to evaluate and seek mutually agreeable policies and procedures regarding intellectual property issues

10.4 Instructional Time

Total average time of all district mandated standardized assessments shall not exceed .65% of instructional time at each grade level. Instructional time shall be based on the average time of implementation. The total of all Standardized Assessments and/or District mandated assessments shall not exceed 1.2% of instructional hours. This does not include State and Federal assessments and assessments chosen by educators to inform their instruction or required for identification or monitoring of special education services, eligibility or determination of english language proficiency. The District shall not mandate additional testing requirements for students based on native language, language of instruction, race, ethnicity, socio-economic status or on the basis of being a member of any other legally protected class.

- 10.5 **Ownership of Materials and Publications:** Unless otherwise provided by a separate contract, the respective rights of an employee and the District as to ownership of materials and publications developed by the employee are to depend upon the origins of the material in question, as follows:

- 10.5.1 If the materials were developed by the employee as a project commissioned by the District, or in fulfillment of a specific job assignment, the materials are the exclusive property of the District. (e.g., a course outline developed by a TOSA for that purpose).
- 10.5.2 If the materials were developed by the employee in the course of performing regular duties, but were not specifically required or specifically assigned as a part of the job, the materials are to be owned by the employee, but the District shall be deemed a licensee (without fee) for purposes of internal District use only (e.g., classroom teacher, in

furtherance of regular planning obligations, develops lesson plans which turn out to have value to other teachers and to the District).

10.5.3 If the materials were developed by the employee independent of regular duties, and on the employee's own time and without use of District resources, the materials are the exclusive property of the employee (e.g., working at home, English teacher with personal interest in computers develops a software package for tracking and computing grades; or teacher writes textbook on own time, drawing upon prior District experience).

10.5.4 Before an employee or the District utilizes any student produced material beyond the purpose for which it was initially submitted by the student, a written consent or waiver in favor of the District and employee must be obtained from the student and parent/guardian. Subsequent use and ownership shall depend upon the nature of the resulting material/publication produced by the employee pursuant to a, b and c above.

10.6 Climate Justice Summits

10.6.1 ~~If the District shall host~~ participates in an annual ~~Portland Public Schools~~ Climate Justice Summits for students, community members, and/or professional educators, the following shall apply:

10.6.2 The Climate Justice Summit shall be planned, developed, and implemented collaboratively by the Climate Justice Committee.

10.6.3 The District shall provide two days of paid release time for three (3) High School, three (3) Middle School, and three (3) Elementary School professional educators for the purpose of planning and implementing a ~~Portland Public Schools~~ Climate Justice Summit for students, community members, and other professional educators. The language in this clause shall not prevent the District from providing additional paid release time for the purpose of planning implementing a Climate Justice Summit for professional educators.