

District Settlement Package - November 15, 2023

This is a package proposal, meaning it must be accepted in full to reach a tentative agreement. As we have consistently indicated, the District does not have an obligation to bargain permissive subjects and it does not intend to do so. In addition to the included proposals on unresolved articles, the District's mediation proposal includes all tentative agreements previously reached by the parties. All tentative agreements reached by the parties are set forth below.

OPENED ARTICLES

Article 2: Association Rights - See attached

[Bargaining note: agreed to PAT's language under 2.4]

Article 6: Work Year - See attached

→ Option 2: to align High School with ES, MS, and K-8

[Bargaining note: this adds one more planning day to High School educators, reduces instructional days for students to 176 while adding 8 minutes of instructional time per day]

Article 7: Workday - Same as 11/11/23 (Option 1)

→ Option 2: to align High School with ES, MS, and K-8

[Bargaining note: this reduces duty time for High school educators by 8 minutes per day and converts them into instructional time]

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

→ Building Level Class Size Process [NEW]- See attached

→ Workload Relief Supposal - See attached

→ MOU [NEW]: Task Force and Set aside FTE - Same as 11/9/23

→ PPS Staffing Ratios at K-5 for the 2024-25 School Year - Same as 11/9/23

Article 9: Student Support, Discipline and Safety - Same as 11/11/23

→ MOA: Conceptual Agreement regarding Health and Safety Improvement Investments - Same as 11/15/23

Article 10: Academic Freedom and Instruction - Same as Final Offer 9/22/23

Article 12: Compensation - See attached

[Bargaining note: agreed to elimination of special educator's stipend]

Article 13: Insurance Protection - Same as Final Offer 9/22/23

Article 15: Retirement - See attached

[Bargaining note: Conceptual Agreement]

Article 16: Extended Responsibility See attached

[Bargaining note: Conceptual Agreement]

Article 17: Leaves - Same as 11/11/23

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

Article 19: Building and Classroom Moves - See attached

Article 20: Reduction in Staff/Layoff - See attached

[Bargaining note: Conceptual Agreement]

Article 23: Professional Educator Rights and Just Cause - Same as 11/11/23

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



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Article 31[NEW]: Special Education - See attached

[Bargaining note: XX.6.1 - Agreed to return to current contract language on case management and agreed to remove the \$3,000 stipend for special educators. Include special education staffing targets and reaching the parties' interests in exchange for PPS language request for elimination of the outdated hiring barriers contained in Article 18.]

Article 32 [NEW]: Pre-K - Same as 10/31/23

Appendix A1: Salary Schedule - Same as Final Offer 9/22/23

Appendix I: Bilingual or Multilingual Ability - Same as Final Offer 9/22/23

Appendix J: School Psychologists Transfer and Assignment Process - Same as 11/11/23

District Commitment [NEW]: Expand the Rapid Response Team to address Tier III Behavioral Health support and additional Mental Health support- Same as 11/11/23

MOA: SLP Assignment and Transfer - same as current MOA agreed to on 10/11/23

MOA: PPS Community Schools [NEW]- same as 10/30/23

TENTATIVE AGREEMENTS (10)

Article 1: Status and Effect of Agreement

Article 4: Dues and Payroll Deductions

Article 5: Grievance Procedure

Article 11: School Improvement Councils

Article 14: Mileage, Parking and procurement cards (P-Cards)

Article 21: Mentor Program

Article 22: Professional Growth

Article 25: Complaint Procedure

Article 27: Evaluation

Appendix L: Administrative Leave Letter Template

NOT OPENED (5)

Article 3: Management Rights

Article 24: Non-Discrimination

Article 26: Personnel File

Appendix B: Extended Responsibility Schedule

Appendix H: Memorandum of Agreement - Safety (*EXPIRED*)

NEW PROPOSALS FROM PAT'S STUDENT-CENTERED PACKAGE

(Not being considered in this package proposal)

Students with Temporary Living Situations - Housing

Parent-Professional Educator Engagement



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KEY

Bold underlined: new proposed language in most recent proposal

Bold: new proposed language in previous proposals

Green, bold and underlined: recently agreed new language

Green and bold: agreed new language

Red: proposing to bring back current contract language

~~Strikethrough~~: language that has been proposed to be deleted

~~Green Strikethrough~~: language that the parties have agreed to delete

ARTICLE 2 ASSOCIATION RIGHTS

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

2.8 Orientation Programs

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

2.9 Bargaining Unit Member Information

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

2.10 School Board Meetings

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

2.11 Instructional Program Council (IPC)

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

- 2.11.2 The Association president may appoint up to ~~five (5)~~ **six (6)** professional educators as representatives to such meetings. Such professional educators shall be released without loss of pay for attending the meetings.
- 2.12 Release of professional educators by the District from their normal work assignments to work on activities jointly sponsored by the Association and the District shall be without loss of pay.
- 2.13 **Curricula And Professional Development Review**
- 2.13.1 **The District and PAT agree to create a topic called Curricula and Professional Development Review to the IPC agenda at least 4 times a year to evaluate district-wide curricula. The parties agree to discuss curricula and professional development for and its cultural competence, representativeness, adherence to State and professional standards, designated supports and interventions for marginalized and underserved communities including and not limited to ELL and emergent bilinguals; Students receiving IEP services, students with historical and current trauma. ~~All District employees will disclose any conflicts of interests or personal ties to companies and organizations considered or used in the process of Professional Development or Curricula.~~ IPC meetings will occur during the contracted work day and Educators will be provided release time for attendance.**

[Bargaining note: deleted agreed upon language has been removed]

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~~ **176** instructional days for all schools, except High Schools will have 177 instructional days

6.2.1.2 ~~Six~~ **Four** and one half (~~6-1/2~~) (**4-1/2**) planning days for all schools, except High Schools will have three and one half (3-1/2) 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)** 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 shall determine the number of additional contract days in a 6.3.1 prior to the beginning of the staffing process in the preceding school year.

6.3.3 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.

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,

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 bargaining unit members and shall be held no later than 30 days after the unit member starts working.

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.

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 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 ~~1/492~~ **1/193** 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 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.

6.5.2 **Except for High School,** 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 **and one half (1.5)** days at the **beginning** 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.~~ **Two hours of each planning day may be used for admin directed professional learning.**

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.

6.5.4 There shall be one (1) grading day scheduled at the end of each quarterly grading period for a total of four (4) days. No voluntary or mandatory trainings, professional development or meetings may be scheduled for professional educators on these grading days.

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

~~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 31]

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. **All calendared early release days will be used for professional development and learning directed by the district or the administrator.**

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.

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

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

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

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

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

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

~~(2) — Spring conferences~~

~~iii. — Video conferencing~~

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

~~i. — Custodians~~

~~ii. — Nutrition Services~~

~~iii. — Transportation~~

~~iv. — Educational Support Professionals~~

~~c. — 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

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
- 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

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 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.

6.8.4.6 If the District converts instructional days to professional development days, it will count those days toward state required instructional time.

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

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 ~~477~~ **176** instructional days

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

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

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

6.2.1.5 Four (4) grading days

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

6.3 Extended/Reduced Work Year

6.3.1 The District, at its discretion, may extend the contract year for professional educators **who work in schools identified by ODE for comprehensive or targeted support** by up to **three (3)** 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 shall determine the number of additional contract days in a 6.3.1 prior to the beginning of the staffing process in the preceding school year.

6.3.3 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.

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 bargaining unit members and shall be held no later than 30 days after the unit member starts working.

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.

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 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 ~~1/492~~ **1/193** 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 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.

6.5.2 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 **and one half (1.5)** days at the **beginning** 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. Two hours of each planning day may be used for admin directed professional learning.~~

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.

6.5.4 There shall be one (1) grading day scheduled at the end of each quarterly grading

period for a total of four (4) days. No voluntary or mandatory trainings, professional development or meetings may be scheduled for professional educators on these grading days.

6.5.5 Any professional educator who does not submit grades may ~~shall~~ use grading days as educator directed time. [Bargaining note: The word “shall” contradicts existing language under 6.5.3]

~~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 SPECIAL EDUCATION - ARTICLE 31]

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. **All calendared early release days will be used for professional development and learning directed by the district or the administrator.**

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.

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

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

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

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

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

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

~~(2) Spring conferences~~

~~iii. Video conferencing~~

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

~~i. Custodians~~

~~ii. Nutrition Services~~

~~iii. Transportation~~

~~iv. Educational Support Professionals~~

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

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

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

6.98 School Calendar

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

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

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

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

- a. Martin Luther King, Jr. Day
- b. Day after Thanksgiving
- c. The calendar week in which July 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

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 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.

6.8.4.6 If the District converts instructional days to professional development days, it will count those days toward state required instructional time.

~~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 **eight hours. seven hours and 45 minutes.** The last ~~sixty (60)~~ fifteen (15) minutes of time during the work day shall be designated as **educator professional learning** individual planning time for professional educators, except on Tuesdays on which **educator professional learning** 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. On ten (10) Tuesdays, planning time outside of the student day may be used for staff meetings for up to 60 minutes. This will not extend the professional educators' work day beyond eight (8) hours.

7.4 Exceptions

7.4.1 The standard workday for professional educators working at High Schools shall be seven hours and 45 minutes. The last fifteen (15) minutes of the work day shall be designated as individual planning time for professional educators, except on Tuesdays on which educator professional learning is 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. Up to eight (8) minutes of the duty time referenced in 7.5 below shall be converted to student instructional time.

7.4.2 The District retains the right to establish schedules designed to meet the needs of students enrolled in alternative schools and programs.

~~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 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.

7.76 If an administrator requests that a professional educator provide instruction (e.g. tutoring or small group instruction), **complete required training**, outside of the professional educator's workday, and the professional educator volunteers to do so, such professional educator shall be compensated at their ~~per diem~~ hourly rate of pay.

7.87 Duty-free Lunch

7.87.1 All professional educators who work two-thirds (2/3) or more shall have a minimum of thirty (30) continuous minutes of duty-free lunch. Regardless of FTE, any professional educator who works a full day shall have thirty (30) continuous minutes of duty-free lunch on that day.

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

7.98 Individual Planning Time

Planning time includes but is not limited to instructional preparation and educator preparedness and effectiveness. Planning time is designated for instructional planning and completing responsibilities inherent to a teaching position, with the absence of student supervision responsibilities. This does not include regularly scheduled committee meetings.

7.98.1 Professional educators who work two-thirds (2/3) time who directly provide instructional services to students shall be provided planning time during the workday as follows:

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

7.98.1.2 Middle Schools (Grades 6-8, except self-contained 6th grade classes): Not less than the equivalent of one (1) standard class period per day. **Starting with the 2024-25 school year, Middle Schools shall provide no less than four hundred and ten (410) minutes per week. On partial weeks or on weeks with professional learning and early release, planning time will be prorated.**

7.98.1.3 Not less than three hundred and twenty (320) minutes per standard work week (prorated for partial weeks). **Starting with the 2024-25 school year, Elementary shall provide no less than four hundred and ten (410) minutes per week. On partial weeks or on weeks with professional learning and early release, planning time will be prorated.** There shall be at

least one daily block of planning time of at least forty (40) continuous minutes.

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

7.10 Co-Teaching

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

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 per partnership 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~~ will be required to attend the **ten (10) educator professional learning** ~~thirty (30) Tuesdays during the school year~~ starting at the beginning of the teachers' workday and ending fifteen (15) minutes prior to the start of the student day or starting fifteen (15) minutes after the student day end 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. Professional educators will also be required to attend all early release professional development and learning days. Except for section 7.12.2, this will not extend the professional educators' work day beyond eight (8) hours.

7.12.2 Professional educators who work in High Schools will be required on thirty (30) Tuesdays during the school year to attend educator professional learning 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~~ during their individual planning 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. PLCs in the months of September and October will be utilized for this purpose. For high school professional educators, 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 For professional educators working in High Schools, such as, 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.

~~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 during the workday. PLC time scheduled by administration does not count as planning time.

~~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 shall be allowed for professional educators who must change worksites 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.

~~7.142~~ Part-time

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

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

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

7.142.3 FTE for part-time professional educators may fluctuate from year to year. ~~from .5 FTE to .66 FTE, .67 FTE to .74 FTE, .75 FTE to .99 FTE based on the needs of the particular assignment. A reduction in FTE that results in a reduction of benefits/planning time/lunch etc. for the professional educator shall be considered a layoff subject to the provisions of Article 20.~~

7.142.4 If there are disagreements over the part-time professional educator's schedule and/or workload, the supervisor and the building representative shall write a summary of the dispute and submit the summary to the Human Resources and the Association for resolution.

High School Proposal #2

- 193 Contract Year
- 176 Student Days
- 1 Grading and 1 Planning Day after Qtr 1, 2, 3
- 2 hrs on planning days are administratively directed
- 1 Grading Day after Qtr 4
- School Day: 8:30AM-3:40 PM (32 Minute Lunch)
- Contract Day: 8:15-4:00 PM (7 hours and 45 minutes)
- 2 Minutes Added to Each Period (94 Minute Periods)
- 8 total minutes added to the instructional day (We have schools on a rotating A/B schedule and a fixed 8 period schedule necessitating the 8 minute addition)
- 5 Minutes taken from duty at the beginning of the day and 3 minutes from duty at the end of the day
- We will use the “straight 8” schedule to even out the A/B calendar
- Straight 8: 1 minute added to each period in a “straight 8” schedule
- Staff Meetings on Tuesdays will be 3:45-5:15 PM (9 hours) /Still equates to a 40 hr work week

Workload Relief Supposal - Note that these are intended to identify options for further discussion and are not intended as binding, definitive proposals.

#	Proposal/Concept	Intended impact to workload relief	Mechanism	Approx Costs
1	Joint Taskforce/Workload Committee	The Union and District agree to work together to consider how the limited monetary resources can produce the lowest class sizes possible. Evaluate current and future workload and staffing and jointly work to design a sustainable, equitable solution so that educators have manageable class sizes and comparable workloads. The Union and District recognize both the desirability and the importance of classes being maintained at sizes which aid effective teaching.	MOU Task Force and Set aside FTE - Same as 11/9/23	
2	1 year staffing ratios for Title I schools and other schools where class sizes are greater than 30	PPS will reduce all K-5 class size ratio by 1 student for the 2024-2025 school year in Title I schools and in other schools where the class size ratios are greater than 30.	Commitment - K-5 Size Ratios	Approx \$2.5 million per year, compounding (Note: update on declining property tax impacting this and future FY)

PPS WORKLOAD RELIEF SUPPOSAL - NOVEMBER 15, 2023

3	All middle schools move to a 5 of 7 schedule - lowers class sizes, reduces workload, increases planning time	In order to meet the commitments in Article 7 on planning time, PPS's plan is to shift the remaining 5 middle schools to a 5 of 7 schedule starting in the 2024-2025 school year, which will increase staffing at these schools with added PE and specialist teachers. All MS students will have specials 5 days a week. K-8 would require additional FTE (8 media specialists).		Approximately, \$10.5 million over two years, compounding, initial costs
4	Local option levy advocacy	PPS and PAT will jointly sponsor a bill in the 2024 short session to remove the cap on the levy. The levy will provide for more staff for schools.		
5	Investment in elementary arts and PE	In order to meet the planning time commitments in Article 7, PPS's plan is to add FTE for Arts and PE teachers in elementary schools to provide added specials to increase planning time.	Contract language - Article 7	\$9M (see planning time cost) per
6	Add factors to evaluate staffing/weighting that follows students in high schools	PPS will provide an added staffing weight for individual high school students who fall under: free and reduced lunch, historically underserved, English Language Learner and Special Education.		Adds roughly 14.5 FTE (\$2 million +/-) for one year
7	Elementary planning time	Increase planning time from 320 minutes per week to 410 minutes per week (variability on shorter weeks). Plus one day of planning time and separation of grading days from planning days.	Contract language - Article 6 & 7	
8	Middle school planning time	Increase planning time to 410 minutes per week (variability on shorter weeks). Plus one day of planning time and separation of grading days from planning days.	Contract language - Article 6 & 7	
9	K-8 planning time	This falls under elementary and middle schools.	Contract language - Article 6 & 7	
10	High school planning time	Additional planning day	Article 7	

PPS WORKLOAD RELIEF SUPPOSAL - NOVEMBER 15, 2023

11	Overages	Overages continue per current contract	Contract language - Article 8	
<u>12</u>	<u>Building Level Class Size Process</u>	<u>Educator input and accountability</u>	<u>Process</u>	

District Mediation Concept - November 15, 2023

Building-Level Class-Size Process

Each school administrator will develop a process with the Instructional Leadership Team (ILT) or Site Council, or other similar existing team/group/committee to gather input from professional educators in the building on methods for addressing class-size issues. The school's process will review class-size data for the classes approaching or exceeding class-size thresholds two times per school year. The identified group will consider possible options, including but not limited to rebalancing classes, blends, assigning educational assistants or other push-in support, or using existing licensed FTE. If a solution(s) exists, it will be shared with affected educator(s) for their feedback, with the final decision for the relief option implemented being made by building administration. If class-size relief is not implemented at the building level, the principal, with support from the identified group, may forward concerns to the Office of School Performance to request additional support. This process is intended to begin early in the fall after spring staffing and projected enrollment have been released and master schedules have been built, and prior to the calculation of overages each period in an effort to provide workload relief and reduce overage remedies; however, overages may still be paid if an educator meets those requirements. This process is not subject to the grievance procedure.

ARTICLE 12 COMPENSATION

12.1 Salary Schedules

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

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

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

12.1.4 Professional educators who have received and retain a National Board Certification for Professional Teaching Standards shall receive an additional \$1500 per school year. Only Professional Educators with NBCPTS will receive this stipend after July 1, 2020. ~~Stipends paid inadvertently to professional educators for national board certifications other than NBCPTS will be grandfathered until June 30, 2020 and then discontinued. The District and The Association agree to convene a workgroup to review appropriate stipends for certifications available to educators by June 30, 2019. Professional educators who earn/receive other certifications from National Boards shall also receive the additional \$1500 per school year.~~

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

12.1.6 ~~Effective the 2021-2022 school year, p~~**P**Professional educators shall receive a \$1,500 annual bilingual/multilingual stipend in accordance with Appendix I.

~~**12.1.7 Professional Special Education educators shall receive a \$3,000 annual stipend. Educators who work less than full time will receive a prorated stipend based on their FTE.**~~

12.1.8 All professional educators who did not receive a step increase for the 2023-24 contract year shall receive a one-time payment of 1.5% of base salary. All professional educators who received a step increase will receive a one-time payment of 0.5% of base salary.

12.2 Salary Placement

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

12.2.1 Educational Credit

12.2.1.1 At such time that the State of Oregon requires completion of a “5th year” program for licensure, new professional educators shall be given credit for the hours required following the Bachelor’s degree for completion of a “5th year” program up to a maximum of forty-five (45) quarter hours. Currently employed professional educators,

District Mediation Proposal - Article 12 - 11/15/23

who have completed a “5th year” program but were not given credit at the time of employment, shall be given credit on the salary schedule up to the BA+45 column.

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

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

12.2.1.4 Multiple Graduate Degrees and Graduate Credits

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

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

12.2.2 Experience Credit

12.2.2.1 Newly hired temporary or probationary professional educators who have previous experience/experience working in a PK-12 school setting where the responsibility was similar to that of professional educators in the Portland Public Schools shall be given experience credit on the following basis:

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

12.2.2.2 Central Staff Professional Librarians, and other Central Office professional educators, shall be placed on the salary schedule in accordance with the educational requirements for teachers. In determining years allowed for the equivalency of outside experience for teacher-librarians, teachers

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of speech and hearing and teachers in special schools who are otherwise qualified, one hundred thirty-five (135) days, while employed on a professional full-time basis, shall be counted.

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

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

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

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

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

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

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

- a. Non-degreed applicants shall be eligible for placement on the "BA" column of the salary schedule provided they have four (4) years of verifiable work experience in an occupational field related to the teaching assignment. They shall receive one (1) salary step for each year of experience in excess of four (4) years but not to exceed ten (10) years of credit. Eight (8) months of experience in a 12-month period shall be considered to be one (1) year of experience.
- b. Degreed applicants who are required to have related work experience in order to qualify for a ~~CTE vocational~~ license shall receive credit for each year of work experience required for the licensure. Eight (8) months of experience in a 12-month period shall be considered the public-school system, or in a private school accredited or approved under state laws of standardization.

c. The District shall use a form to verify professional educator experience.

12.2.2.10 School **and clinical** psychologists' placement and progression shall be on the MA+45/BA+105 column of the salary schedule with one (1) step for each full year of experience as a

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full-time school psychologist and one (1) step for each year of experience as a teacher, counselor, clinical psychologist or similar occupation.

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

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

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

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

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

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

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

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

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

12.3 Salary Advancement

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

12.3.2 Plus hours beyond initial salary placement must be based on coursework at accredited colleges or universities.

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

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

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

12.4 Payroll Checks

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

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

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

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

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

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

12.4.7 Part-time and Extended Contracts

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

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

12.5 Special Salary Provisions

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

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

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

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

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

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

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

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

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

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

12.6 Fingerprinting

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

12.7 Materials and Supplies Stipend

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

ARTICLE 15

RETIREMENT

15.1 Unused Sick Leave

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

15.12 Early Retirement Incentives

15.2.1.1 Insurance

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

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

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

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

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

15.2 1.2 Stipend

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

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

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

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

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

15.3 ~~2~~ Early Notice of Retirement

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

15.4 ~~3~~ Re-employment of Retirees

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

15.4 ~~3.1~~ The Retiree

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 16

EXTENDED RESPONSIBILITY

16.1 Professional educators with an extended responsibility assignment as set forth in Appendix B, attached to and incorporated in this Agreement, shall be compensated in accordance with the provisions of this Agreement without deviation.

16.2 Extended responsibility pay is for activities and responsibilities performed, primarily outside the standard workday. It is understood that, except for those that are extensions of the classrooms or job assignment, extended responsibility pay positions are voluntary. Extended responsibilities may require work outside of the standard workday and/or work year. If there is a desire to change or increase these requirements, the District or Association must refer the changes to the extended responsibilities committee. Only mutually agreed upon changes shall be implemented.

16.3 Extended responsibilities that are an extension of the assignment are indicated in Appendix B by (*). Such extended responsibilities shall be required and shall be automatically calculated in the professional educator's salary. If the school does not have a regular classroom assignment (e.g., no newspaper class), the extended responsibility would not be included under this section. In such cases, the extended responsibility would be voluntary. Extended responsibilities that are an extension of the assignment as indicated in Appendix B by (*) are covered by Article 8.

16.4 When part-time professional educators hold an extended responsibility, the percentage of the extended responsibility shall be determined by the portion of the responsibility for which they are responsible. For example, a .5 FTE professional educator who is responsible for a full coaching extended responsibility shall be paid 100% of the extended responsibility rate. However, a .5 FTE TOSA shall receive .5 of the extended responsibility rate with the expectation that ~~she/he~~ they perform .5 of the extended responsibility duties.

16.5 Professional Educators shall not be required to participate in non-district sponsored activities as a prerequisite to being placed in extended responsibility positions.

16.6 Professional Educators may request information regarding the general expectations for the extended responsibility assignment before accepting the assignment.

16.7 The Extended Responsibility Base rate shall be the ~~BA+0~~ **BA+15**, step 1 rate. All extended responsibility percentages in Appendix B shall be calculated using this base rate.

16.8 Placement on the extended responsibility schedule shall be based on prior experience in the particular position. However, experience in a category with more than one level shall apply to another level (e.g., vocal music A and B). Experience as an assistant coach shall not be counted toward experience as a head coach.

16.9 Experience credit shall be given for each year in a particular extended responsibility position.

16.10 With the exception of extended responsibility positions that are an extension of the classroom or assignment, extended responsibility positions are voluntary, but when filling these positions, the District will give first priority to current bargaining unit members.

16.11 Educators who volunteer and are approved to lead student affinity groups before school, during student-lunch times, or after school shall be provided a release period or Extended Responsibility at 3% of the base salary. Bargaining unit members who co-lead an affinity group will receive a prorated extended responsibility pay. The district shall dedicate funding for affinity groups. The affinity groups will be determined by the administrator based on the student population, needs, and interest within each school. Whenever practical, affinity group providers should mirror the affinity population of students. ~~Educators of color who led affinity groups during 2019-2020 or 2020-2021 shall be considered when~~

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~~determining paid affinity group leader positions for the 2021-2022 school year. In addition, the District will fill the affinity group positions following Article 16.10.~~

16.12 Training for Coaches

The District may require the current hours of online training units and completion deadlines for coaches as long as the coaches can direct when the online training takes place. If other online training is required, coaches shall be paid at the professional educator's hourly rate, or at the ~~BA+0-~~ **BA+15** step 1 hourly rate for bargaining unit members who have an ER assignment but no additional classroom/job assignment as a PAT bargaining unit member (ER-only bargaining unit members). Training for coaches other than self-directed online training is voluntary and paid at the professional educator's hourly rate, or at the ~~BA+0-~~ **BA+15** step 1 hourly rate for ER-only bargaining unit members.

16.13 Extended Responsibilities Committee

16.13.1 A joint committee of six (6) members, three (3) designated by the Association and three (3) by the District, shall be formed **within 90 days of the ratification** to review the extended responsibility schedule (Appendix B).

16.13.2 This Committee is expected to:

16.13.2.1 review and/or develop current job descriptions for all extended responsibilities positions, starting with the technology coordinators and TOSA job descriptions;

16.13.2.2 develop a comparison of the extended responsibilities pay with comparable positions in other school districts in the Portland metropolitan area, starting with the athletic director and head coaches' positions;

16.13.2.3 develop a classification system for extended responsibilities taking into consideration the number of students, number of events, hours worked and length of season;

16.13.2.4 make recommendations to the Superintendent and the Association President in the rate of pay based on the classification system developed above;

16.13.2.5 make recommendations to the Superintendent and the Association President for deletions, additions and changes to the list of position on the extended responsibilities schedule; and

16.13.2.6 develop a system to review requests to add new extended responsibilities positions or to change the rate of pay for current positions based on the point systems developed above.

16.13.3 ~~The Committee shall meet by October 31, 2019.~~ Recommendations from the Committee will be considered in the ~~2020 2023-2025~~ successor bargaining **unless the parties mutually agree otherwise.**

ARTICLE 19

BUILDING AND CLASSROOM MOVES

19.1. Professional educators who are required to move to a new school campus as a direct result of school closure, reconfiguration, conversion, merger, or relocation, of grade levels, programs or classes, and the subsequent resulting reassignment of staff, will be compensated by the District for each hour worked:

19.1.1 Up to eight (8) hours to pack and move personally-owned materials; and

19.1.2 Up to an additional eight (8) hours to move and unpack materials in the new classroom.

19.2 Unassigned professional educators who are required to move to a new school campus as a direct result of the school closure, reconfiguration, conversion, merger, or relocation, of grade levels, programs or classes will be compensated by the District for each hour worked:

19.2.1 Up to eight (8) hours to pack and move personally-owned materials; and

19.2.2 Up to an additional eight (8) hours to move and unpack materials in the new classroom.

19.3 ~~Regardless of when the move occurs, p~~**Professional educators shall be compensated via extended hours at their hourly rate for each hour worked, up to a maximum of eight (8) hours, in the following situations where they are moving classrooms:** ~~who are required to disassemble and reassemble their classroom or move to a different classroom within their building as a direct result of:~~

19.3.1 School closure, reconfiguration, conversion, merger, or relocation, of grade levels, programs or classes;

19.3.2 Bond work, construction, painting, or remodeling; or

19.3.3 Administrator-directed moves **for the upcoming school year** that occur after the **final contract day of the educators work year** ~~school year has started, or~~

19.3.4 ~~or if the professional educator is directed to move classrooms two school years in a row, shall be compensated by the District for each hour worked:~~

a. ~~Up to four (4) hours to pack and move personally-owned materials; and~~

b. ~~Up to an additional four (4) hours to move and unpack materials in the new classroom.~~

19.4 Extraordinary moves: professional educators who agree to sort, purge and ~~for~~ pack extra supplies and equipment beyond the typical classroom situation (for example, but not limited to: the school library, theater, shop department, science labs, music, art or PE equipment) shall, prior to starting this work, have a discussion with ~~his/her~~ **their** administrator about the estimated number of additional hours that would be involved beyond the hours provided in the above paragraphs. The professional educator and the administrator shall collaboratively agree to the number of additional hours to be used for this purpose. If agreement cannot be reached, the issue shall be submitted to OSP Leadership for resolution. The Association unit member will then track and submit those extended hours to ~~his/her~~ **their** administrator for payment.

19.5 Professional educators **moving classrooms** shall have access to their worksite, supplies and time to sort, purge and pack as soon as possible but, at minimum, one (1) week after the end of the school year. Professional educators **moving classrooms** shall have access to their worksites to unpack and organize their rooms as soon as possible but, at minimum, ~~one (1) week~~ **4 work days** prior to their first work day. Materials and packed boxes moved by the District shall be delivered on site prior to the access date.

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19.6 Unless otherwise agreed, professional educators are not responsible for packing and moving District-owned materials or equipment. Professional educators shall not be asked to move furniture and other heavy classroom items. The District is not liable for personal property of a valuable or sentimental nature left on school property if it is lost or damaged in the move. Boxes and packing materials shall be provided at least two weeks prior to the deadline to move.

19.7 Time to move shall be paid at the professional educator's per diem hourly rate of pay. Professional educators shall track hours spent as outlined in 19.1 – 19.4, and submit a record of that time to ~~his/her~~ **their** administrator as extended hours for payment. In lieu of payment, the professional educator shall have a half (1/2) day substitute for each four (4) hours, at ~~his/her~~ **their** option.

Note regarding Section 19.3.3. — Educator must be compensated if they are directed to move after the school year has started. Educator must be compensated if they are directed to move classrooms for two school years in a row. Example: If an educator is directed to move for the 2017-18 school year, they must be paid for any subsequent administrator-directed move if it is effective prior to the 2019-20 school year. (Educator moves classrooms for 2017-18. Principal can direct educator to move for 2019-20 school year without providing moving compensation. If the administrator directs the educator to move classrooms for the 2018-19 school year, the educator must be compensated for four (4) hours of moving time to pack and four (4) hours of moving time to unpack. If the educator is directed to move in 2018-19 and they are compensated, they would also have to be compensated if they were directed to move again in 2019-20).

ARTICLE 20

REDUCTION IN STAFF/LAYOFF

20.1 Notification of Reduction in Force/Layoff

20.1.1 In the event a layoff of professional educators is required during the course of the school year, the District shall notify the Association and the affected professional educators sixty (60) calendar days prior to the effective layoff date. If the layoff is to become effective the subsequent year, the District shall notify the Association as soon as the layoff decision is made.

20.1.2 Along with the notification, the District shall provide the Association with all relevant data, including but not limited to a seniority listing of professional educators in the areas of licensure or classification in which the layoff is required. The District shall schedule at least one (1) meeting annually with the Association to review the staffing process.

20.1.3. The District shall first determine the program(s) or area(s) scheduled for reduction or elimination.

20.1.3.1 The District shall provide an announcement to professional educators in those areas in which the layoff must occur, offering the opportunity for professional educators who would not otherwise be laid off, to voluntarily apply for one (1) year unpaid leaves of absence. A professional educator who volunteers for such leave and has ten (10) years of service with the District shall continue to receive District paid medical/dental benefits for up to one (1) year. Upon written request, such leave may be extended for an additional year providing the layoff condition remains in effect. Such professional educators shall have the same rights to return to the District as professional educators returning from leaves of absence.

20.1.3.1 The provisions of ORS 342.934(2) (a) and (b) relating to transferring professional educators and combining positions to avoid layoff shall apply.

20.1.4 Technology

If during the term of this Agreement bargaining unit positions are to be eliminated due to technology, the District will first notify the Association of such possibility and allow opportunity for discussions of other options which may be available, including retraining.

20.2 Lay-off

20.2.1 **Except as required by ORS 342.934, as it pertains to cultural competency and linguistic ability.**~~(4)(b)~~ Professional educators shall be laid off according to length of continuous service with the District provided that those professional educators who are retained are both competent or will qualify as competent, and hold necessary licensure from TSPC or necessary certification or licensure under other professional disciplines. Length of service (seniority) shall be based on the first day of actual service with the School District. Leaves shall not be considered as interruptions of continuous service. If two or more professional educators have the same first date of actual service, seniority shall be determined by predetermined lot (done prior to the effective notice of layoff). Professional educators of less than half-time shall not be used to supplant professional educators who are half-time or more.

20.2.2 Competence 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 the last five years, or educational **attainments** ~~obtainments~~, or both, but not based solely on being licensed to teach. The District shall consider a professional educator's willingness to undergo additional training or pursue additional education in deciding upon questions of competence. Grade level shall mean the grade levels PK-8, or 6-12. For the purpose of the articles on layoff and transfer, Behavior Management Specialists, Student Services Specialists, Child Development Specialists, Social Workers, School Psychologists, Audiologists, Special Education, English as a Second Language, and Bilingual Programs shall be considered as "subjects." For the purpose of the articles on layoff on transfer, a Bilingual Program is defined as a program where 50% or more of student instruction is in a language other than English.

- 20.2.3 Professional educators who do not have recent experience in the subject or grade level where they seek to be retained may nevertheless qualify as competent if they have completed recent (within the most recent five years) training that is agreed upon by both the district and the professional educator as adequate preparation for the assignment or are willing to complete training applicable to that subject or grade level. TOSAs, mentor teachers, and other specialists who work primarily with adults shall qualify as being competent in the subject area or grade level that they previously occupied within PPS even if they have been out of the position that primarily provides direct service to students for longer than five years. This provision shall also apply to released-time PAT officers.
- 20.2.4 If the professional educator asserts a right to be retained in a position(s) where ~~he/she~~ **they** has not had recent training or experience as defined above, the District and professional educator shall review the professional educator's training and experience to that date and determine the course of training to be completed. The District shall reimburse the professional educator for tuition according to Section 21.2.2 for any credit hours required by the District in this retraining plan. Professional educators may use their 12 hours of tuition reimbursement for a two-year period without limit in any one year for coursework required by the retraining plan. If the District and professional educator mutually agree, mentoring or other educational opportunities may be substituted for all or part of the college or District in-service credit required. The District shall provide final notification of the training or additional education requirements to be required and the timeline required, and the professional educator shall either accept the training as a condition of accepting the position or shall decline and thus be laid off.
- 20.2.5 Following the implementation of a layoff, the District may administratively transfer professional educators in accordance with Article 18 who remain as necessary to meet staffing needs.
- 20.2.6 If a professional member is to be/is fully or partially laid off and a portion of an assignment becomes available for which the professional educator is licensed and competent, the District shall assign the FTE to the professional educator or offer to recall the professional educator to that portion of the assignment. Professional educators who are partially laid off (have reduced FTE) shall have recall right to the portion of their position that was reduced. However, the District may reduce and/or increase FTE **following Article 7 part-time FTE fluctuation between .5 and .66, .67 and .74, and/or .75 and .99** without this resulting in a layoff.
- 20.2.7 No bargaining unit position in the District shall be considered "vacant" for purposes of ORS 342.845(5) if filling the position with a non-extended administrator would cause another professional educator to be laid off, or if there is a professional educator on the recall list who would otherwise be entitled to be recalled to that position.

20.3 Layoff Benefits

- 20.3.1 The District shall provide medical benefits to professional educators who are laid off for a period of three (3) months following the month in which their coverage would otherwise end. The laid off professional educator may then continue medical benefits at their own expense in accordance with the provisions established by the Health and Welfare Trust.
- 20.3.2 Professional educators covered by this article shall be given consideration for work as a substitute; such will not affect the professional educators' recall rights.

20.4 Recall

- 20.4.1 Professional educators who are laid off shall have the responsibility when asked originally to notify the District of their interest in and willingness to be recalled. They must reaffirm such interest by notification to the District's Human Resources Department, in writing, if asked, on or before April 1 of every year for three (3) years following their effective date of layoff.
- 20.4.2 Professional educators who are laid off shall be recalled to positions they are licensed and have competence or will qualify as competent (as defined in Section 20.2) to fill when a vacancy occurs, in the order of most senior first.
- 20.4.3 A professional educator who has been laid off may refuse one (1) job offer without loss of recall rights.
- 20.4.4 Professional educators who are recalled for an FTE amount less than their FTE amount at the time of

layoff may decline the position and remain on the recall list until another position becomes available that is comparable in FTE to the position at the time of layoff. A member on lay-off who accepts a lower FTE job offer, shall remain on the recall list for their original FTE position.

- 20.4.5 The District's obligation to recall a professional educator shall terminate following three (3) years of layoff status or upon two (2) refusals by a professional educator to accept a position offered by the District or if the professional educator resigns.
- 20.4.6 If a professional educator is recalled, the professional educator must indicate ~~his or her~~ **their** acceptance within five (5) days following receipt of the notice of recall. The professional educator must report for work within thirty (30) days within up to sixty (60) days if the employer does not release such professional educator or sixty (60) days if employed by another District), following receipt of such notice or be considered to have refused the position. In doing so, shall relinquish any and all rights under this Agreement and shall be deemed as having resigned their employment with the District.
- 20.4.7 A professional educator who is recalled and returns to work shall return with the same probationary or contract status, placement on the salary schedule and all other seniority-related and accrued benefits held prior to being laid off.

NEW Article 31

Special Education

XX.1 It is the intent of the Portland Public Schools District and the Portland Association of Teachers to work together to meet the diverse and unique needs of the District's students receiving special education services and to comply with Federal and State laws and regulation. All students will receive an education within the Least Restrictive Environment (LRE) that provides them the needed support for a Free and Appropriate Education (FAPE).

XX.1.1 Major district wide changes to the District's special education program will be discussed in the Instructional Program Council (IPC) as indicated in Article 2, prior to implementation. Problems relating to this Agreement shall be addressed in Contract Administration Meetings per Article 29.

XX.1.2 If Portland Public Schools forms a Special Education steering committee or staff advisory, up to 6 representatives will be appointed by the association. Release time or extended hours will be utilized to allow for educators to participate.

XX.2 Full Continuum of Special Education Services (formerly Art 9.5)

XX.2.1 The District and the Association recognize the necessity of timeliness in addressing the essential learning needs and conditions of the students. As such, The District shall maintain a full continuum of special education services for eligible students with disabilities, within an appropriate individual program for each student in the least restrictive environment, consistent with State and Federal regulations and sufficient seats in a variety of programs to meet students' identified special education needs. The District will allocate support as defined in the student's individual education plan (IEP).

XX.2.2 Individual student's special education services and service delivery model are determined by the Student's IEP team that directly works with the student at the building/program level. If it is determined that a student requires a change in placement to support their Individualized Education Program, the district will provide for this placement. If a placement is a lateral movement, but is not available, additional staff and resources (training, specialist support, and/or staffing) will be provided at the current building level to meet the needs of the student. If a more restrictive placement is determined to be needed, but is not available at the school, additional staff and resources will be provided at the current building level to meet the needs of the student. Staff already assigned to the building for specific programmatic purposes shall not count as the additional staff.

- All IEP team decisions are made following District policy/procedures**

XX.3 The terms of this Article do not in any other way modify or amend the PAT/PPS collective bargaining agreement or its application to Professional Educators assigned to a Special Education position.

XX.4 For all professional educators assigned to provide special education services to students in one or more buildings, Article 7.13 applies.

XX.5 Staff Ratios and Caseloads

Special Education Staffing Ratios and Overages:

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

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

<u>Position</u>	<u>Staffing Target</u>	Threshold for Overload Pay	% of Base Salary increased per Student over the Threshold
<u>Special Education Teachers - Special Schools Program (Pioneer)</u>	<u>9</u>	10	Increase salary by 5% (2.5% each semester) per student over the Threshold
<u>Special Education Teachers - Secondary Focus Classrooms</u>	<u>12</u>	13	Increase salary by 5% (2.5% each semester) per student over Threshold
<u>Special Education Teachers - Elementary Focus Classrooms</u>	<u>10</u>	13	Increase salary by 5% (2.5% each semester) per student over Threshold
<u>Special Ed. Teachers (Learning Center HS)</u>	<u>28</u>	32	Increase salary by 3% (1.5% each semester) per Student over Threshold
<u>Special Ed. Teachers (Learning Center MS)</u>	<u>27</u>	31	Increase salary by 3% (1.5% each semester) per Student over Threshold
<u>Special Ed. Teachers (Learning Center PK-5)</u>	<u>25</u>	30	Increase salary by 3% (1.5% each semester) per Student over Threshold
<u>Speech and Language Pathologists</u>	<u>50</u>	50	Increase salary by 3% (1.5% each semester) per Student over Threshold
<u>School Psychologist</u>	<u>1:700 1.0 at Special School</u>		<u>Increase salary by 3% (1.5% each semester) per .2 FTE over Threshold</u>
<u>Community Transition Program</u>	<u>Team 1 - 12 Team 2 - 18 Team 3 - 28</u>	<u>Team 1 - 14 Team 2 - 20 Team 3 - 32</u>	<u>Increase salary by 3% (1.5% each semester) per Student over Threshold</u>

~~XX.5.1 The District shall adhere to the Special Education class size and special educator caseload caps delineated in Article 8 of this agreement.~~

XX.5.2 Special Education Teacher caseload refers to the number of students for which a staff member is providing IEP/due process case management-case managing, including:

- 1. students in the initial evaluation process with signed consent to evaluate;**

2. students with transfer IEPs, both in and out of state;
3. private school students with Service Plans;
4. the number of incoming kindergarten students with services on Individual Family Service Plans (IFSP);
5. projected numbers of incoming students for middle schools, high schools, special schools, and the Community Transition Program (outgoing students will not be included).

~~XX.5.3 In situations where the district is responsible for creating the schedule, like in middle school and high school, the district will work to build schedules that allow for case managers to provide the specially designed instruction. At all levels, every effort will be made for special education teachers to serve students for which they are case managers only for students they actively serve. At times when this is unachievable, the district will include students being served by a person other than the case manager on both caseload lists.~~

~~XX.5.4 For Special education educators that do not provide oversee/facilitate special education IEP/due process case management, caseload refers to the number of students for which a staff member is providing services. Services may include but are not limited to the following activities: assess or screen students, attend IEP process meetings (including the initial evaluation process for students with signed consent), provide specially designed instruction or related services, track student progress data, write evaluation reports, create materials for the student, facilitate group or individual activities, provide ongoing consultation with staff.~~

~~XX.5.5 When Special Education staff and spaces are utilized to provide support for general education students, general education students will be counted on the service providers caseload list.~~

~~XX.5.6 School Psychologist caseload is determined by the total building student enrollment. For buildings with special education students totaling 100% 25% or more, School Psychologist caseload is determined by the ratio of School Psychologist to students receiving special education services. including students in the initial evaluation process with signed consents.~~

XX.5.7 Caseload for Speech Language Pathologists

~~XX.5.7.1 For purposes of transfer and assignment, caseload is defined in the SLP MOA in Appendix XXXX.~~

~~XX.5.7.2 For purposes of caseload caps as delineated in Article 8 of this agreement, caseload refers to the number of students for which a staff member serves is case managing, including:~~

- ~~1. Students who receive Specially Designed Instruction and/or Related Service from Speech Language Pathologists as noted on the annual IEP.~~
- ~~2. Students who receive Specially Designed Instruction and/or Related Service from Speech Language Pathologists as noted in the in-state move-in transfer IEP.~~

- ~~3. Students who receive Specially-Designed Instruction and/or Related Service from Speech-Language Pathologists as noted in an out of state IEP and Transfer IEP~~
- ~~4. Students who have eligibility under the category Deaf and Hard of Hearing who are case-managed by a Speech-Language Pathologist.~~
- ~~5. Students who have signed consent for evaluations for the initial provision of communication services.~~
- ~~6. Private school students with Service Plans who receive Speech-Language Pathologist Services.~~
- ~~7. For elementary schools, the number of incoming kindergarten students with communication services on Individual Family Service Plans (IFSP).~~
- ~~8. For special education focus programs, the forecasted number of non-neighborhood kindergarten students with Speech-Language Pathologist services.~~
- ~~9. For elementary schools with lottery, the number of non-neighborhood kindergarten students with Speech-Language Pathologist services projected using the average number of such students over the last three years or another methodology with demonstrated accuracy as defined jointly by PAT and PPS.~~
- ~~10. Projected numbers of incoming students for middle schools, high schools, and the Community Transition Program (outgoing students will not be included).~~

~~XX.5.8 The District and PAT agree to meet and negotiate caseload definitions for any newly created Special Education positions or Special Education positions where caseload is not currently defined.~~

XX.6 Case Management [Bargaining Note: Existing language of Overage Settlement]

~~XX.6.1 (Accept PATs rejection of stipend and return to Current Contract Language) In addition to contractually provided planning days, special education professional educators required to conference with parents and write IEPs shall be provided four (4) days of release 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 their workday at their per diem hourly rate of pay. [PREVIOUSLY 6.5.4]~~

~~XX.6.2 Starting the 2024-2025 school year, in addition to contractually provided case management and planning time, special education professional educators who are required to conference with parents and write IEPs, as well as special education teachers on special assignment who carry a caseload, will receive an annual stipend of \$3000 (three thousand dollars) in order to recruit and retain educators. Special education educators who work less than full time will receive a prorated stipend based on their FTE.~~

~~XX.6.3 All special education case managers will receive a case management period each day for due process paperwork, evaluation work, and IEP work.~~

~~XX.6.3.1 At the elementary level, the case management period will be at least 40 continuous minutes per day, and no less than 320 minutes total per week.~~

~~XX.6.3.2 At the middle school and high school levels, the case management period will be not less than the equivalent of one standard class period per day. High~~

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

XX.6.3.4 School Psychologists and Speech Language Pathologists are also entitled to self-schedule a period of time each day equivalent to a standard class period (or at least 40 minutes per day, and no less than 320 minutes total per week, for those at the elementary level) for due process paperwork, evaluation work, and IEP work.

XX.6.3.5 These periods of time for special education case managers, School Psychologists and Speech Language Pathologists reserved for special education paperwork will be in addition to planning time already guaranteed under Article 7.9* [subject to change].

XX.6.3.6 Educators shall have access to students during their case management time.

XX.6.3.7 Scheduling of this time will be determined by mutual agreement between the Educator and Administrator.

[Bargaining Note: This incorporates the existing agreement from the parties' Overage grievance settlement.]

XX.7 Special Education Policies and Procedures

Special Education policies, Administrative Directives and procedures shall be based on federal and state special education law. Any district policies and procedures shall be made available to all employees at the beginning of the school year. The District shall provide notice to the Association and staff anytime changes have been made to policies, Administrative Directives, procedures, and processes within a week of the proposed changes. If there are district procedures not specified in the OARs, they shall not cause an undue delay in special education processes (evaluation, eligibility or placement). ~~Any new policies, procedures or paperwork shall not cause an increased workload per article~~ The workload of professional educators shall meet general comparability as outlined in article-8.2

XX.8 Rights of Educators Supporting Students Receiving Special Education Services

XX.8.1 All special education and general education teachers, including Core Enrichment teachers, will be provided:

XX.8.1.1 Access to a copy of the IEP/IFSP (as provided by law) of a student that they serve as soon as it becomes available in the records management system. This includes relevant records/reports in alignment with FERPA requirements such as related services, medical alerts, transportation needs, behavior or safety plan, evaluation reports, functional behavioral assessments, placement determinations and any other pertinent records.

XX.8.1.2 ~~district-provided~~ Planning time to review the IEP/IFSP and other relevant records during the two and one half (2.5) professional development days prior to the start of the first student day. If a student is being added to a classroom after the start of the school year, the professional educators who work with the student

will be provided one full working day to review the IEP/IFSP and other relevant records before a student begins in their classroom or on their caseload. This is expected to be completed during the planning time and/or case management time and is not intended as an additional release time.

~~XX.8.1.3—district provided time to have access to regular consultation and support from special education staff in order to ensure implementation of the IEP/IFSP;~~

XX.8.2 IEP case managers may request a meeting with their building administration and special education administration to discuss a student's progress when a student is not making appropriate progress due to unmet needs. This meeting shall not be denied.

XX.9 IEPs [Moved from Article 8.9 and 8.10]

XX.8.1 Professional educators who are required to conference regarding IEPs shall have a substitute provided to allow for such meetings to occur within the workday. If a professional educator volunteers to attend such ~~conference~~ meeting outside of the workday, such member shall be compensated at ~~his/her~~ **their per diem hourly rate for conferences which take place beyond the contract day. A professional educator who chooses to conference during ~~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.**

XX.10 Special Education Spaces and Materials

Special Education professional educators shall have:

XX.10.1 A dedicated, ~~confidential office space~~/classroom; **If a dedicated office space/classroom is unavailable, an appropriate confidential space will be provided each time a confidential work task is required;**

XX.10.2 **Access to all instructional, academic, and curriculum materials available in the ~~core~~ classroom **for all the grade levels for which the Special Educator provides services, including student materials;****

XX.10.3 **Access to age appropriate intervention materials for which the Special Educator provide services; and copies provided upon request; and**

XX.10.4 Materials and curriculum for social/emotional skill needs of the students available in the classroom.

XX.10.5 The materials required by b and c shall be provided to the Special Education educator prior to the start of the school year unless on backorder or no longer published. In these instances, materials will be provided as soon as they are available.

XX.11 Mentorship for Special Education Professional Educators [NOTE: Also in Article 21]

Special Educators new to the profession or new to the District will receive mentorship and/or peer support during the first three (3) years of employment in the District based upon available peer support. The District will make reasonable efforts to recruit peer mentors and survey

contract Special Educators every semester to recruit mentors. When possible, this mentorship or support will be offered through a Special Education colleague at their work location who will be provided time in their workday to provide support and will be paid extended hours for each hour worked for any work done outside of the contract day. If no Special Educator is available at the work location, the District will provide a mentor or peer support from another work location.