



District Mediation Package Proposal - November 11, 2023

We agree that our educators need to have not just their working conditions improved, but also their compensation enhanced, to keep up with both the daily challenges of teaching and the financial reality of living in Portland.

Our package proposal represents the District’s best efforts – *within our budget* – to address the issues most important to our educators, including additional planning time; a special education section that includes staffing targets, caseload language, and a stipend for IEP work; increased compensation, additional student behavioral and mental health team supports; Title I and other class-size reduction commitments; increased teacher-directed time (reduced staff meetings), among others. We think these are significant gains resulting from the comprehensive bargaining between the parties. We acknowledge that this package proposal does not include every priority PAT has advocated for, or to the degree that educators would like, nor does it fully address all of the goals that PPS has for a successor contract. It is a compromise that stretches the District’s resources. We hope PAT’s bargaining team will consider the substantial movement made by the District to meet PAT’s most important requests.

COSTING SUMMARY

PPS Proposal to PAT on November 11, 2023				
We have aligned our methodology for calculating step increase costs to include attrition.				
This first section will adjust our Original Final Offer Costing Submitted to ERB.				
Final Offer to ERB on 9/22/23	Year 1	Year 2	Year 3	Total
Salary Proposal	4.0%	3%	3%	
Base Salary - COLA, Step* and Eliminate Step A - Cumulative Total	20,732,400	38,382,857	56,260,604	115,375,861
Final Offer to ERB with Updated Step Calculation	Year 1	Year 2	Year 3	Total
Salary Proposal	4.0%	3%	3%	
COLA and Eliminate Step A - Cumulative Total	14,683,843	26,137,240	37,934,239	78,755,321
Step with Accounting for Attrition	1,512,139	3,016,280	4,447,066	8,975,485
Total Base Salary	16,195,982	29,153,520	42,381,305	87,730,806
Difference	-4,536,418	-9,229,337	-13,879,299	-27,645,055
Final Offer to ERB Total Cost				143,600,673



District Mediation Package Proposal - November 11, 2023

Less Savings from Updated Step Calculation				-27,645,055
Adjusted Final Offer to ERB Total Cost				115,955,618
Items in ERB Final Offer plus 0.5% COLA Increase				
COLA	4.5%	3%	3%	
COLA and Eliminate Step A - Cumulative Total	16,519,323	28,027,785	39,881,500	84,428,608
Step with Accounting for Attrition	1,512,139	3,016,280	4,447,066	8,975,485
Total Base Salary	18,031,462	31,044,065	44,328,566	93,404,093
0.5% Increase to Base Salary	1,835,480	1,890,545	1,947,261	5,673,286
Work Days				
Professional Educators on Special Assignment to 202 days	203,419	211,233	212,563	627,215
Stipends				
Special Ed \$3,000 Stipend	751,000	751,000	751,000	2,253,000
DLI Stipend	272,160	272,160	272,160	816,480
Insurance				
93% of composite premium	3,999,136	8,318,936	12,718,076	25,036,148
Total ERB Proposal plus 0.5% COLA Increase	23,257,177	40,597,394	58,282,365	122,136,936
Other Proposals Added Since 9/22/23:				
Stipend 1.5% Top Steps	2,902,299	0	0	2,902,299
Stipend 1/2% for All Other Members not on Top Step	684,499	0	0	684,499
Total One-Time Stipends	3,586,798	0	0	3,586,798
Extended Responsibility	188,685	1,409,351	1,451,631	3,049,667
Planning Time				



District Mediation Package Proposal - November 11, 2023

- Additional Elementary Specialists	0	3,098,430	3,247,155	6,345,585
- MS to 5 of 7 periods	0	1,524,822	1,582,765	3,107,587
- K-8's (due to grades 6-8 moving to 5 of 7 periods)	0	1,162,292	1,207,040	2,369,332
Total Planning Time	0	5,785,544	6,036,960	11,822,504
Behavioral and Mental Health Support Team				
- Additional Rapid Response Team Staff	289,927	601,889	624,760	1,516,576
Workload Relief (Middle School relief is included in 5 of 7 period work day)				
Elementary - One year only; budget-dependent in future years	0	2,415,204		2,415,204
HS One year only; budget-dependent in future years	0	2,088,566		2,088,566
Total Workload Relief	0	4,503,769		4,503,769
Overage				
Overage COLA	135,000	139,050	143,222	417,272
Total Proposals Added After Final Offer Submitted	6,035,890	14,330,147	10,203,834	30,569,872
Total Proposal Costs	27,457,587	53,036,996	66,538,938	147,033,521
4.5/3/3% + Other Items Gap Closing	10,000,000	27,000,000	66,000,000	103,000,000
*A step is a year of experience on the salary schedule				

[Bargaining note: 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.]



District Mediation Package Proposal - November 11, 2023

OPENED ARTICLES

Article 2: Association Rights - Same as 10/25/23

Article 6: Work Year - See attached

[Bargaining note: 6.2 and 6.5.2 - clarifying language. Instructional days and work year effective 2024-25 school year]

Article 7: Workday - See attached

[Bargaining note: 7.9 and 7.12 - cleaned up language]

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

Article 9: Student Support, Discipline and Safety - See attached

[Bargaining note: 9.6.1 - incorporated access to Mental Health supports for Tier III]

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

Article 12: Compensation - See attached

[Bargaining note: One time stipend of 1.5% of base salary to the top step and 0.5% of base salary to members not at top step]

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

Article 15: Retirement - Same as 10/25/23

Article 16: Extended Responsibility - Same as Final Offer 9/22/23

Article 17: Leaves - See attached

[Bargaining note: 17.1.1.4 - to align with the changes in staff meetings under workload relief.]

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

Article 19: Building and Classroom Moves - Same as Final Offer 9/22/23

Article 20: Reduction in Staff/Layoff - Same as Final Offer 9/22/23

Article 23: Professional Educator Rights and Just Cause - See attached

[Bargaining note: 23.4 - accepted PAT's proposed new language of just cause]

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

Article 31[NEW]: Special Education - See attached

[Bargaining note: 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 - See attached

[Bargaining note: return to contract language with minor addition]

District Commitment [NEW]: Expand the Rapid Response Team to address Tier III Behavioral Health support and additional Mental Health support- See attached

[Bargaining note: in response to the new Mental Health Article proposed by PAT. Updated Team's name to be consistent with new proposed language in Article 9 around Mental Health Supports]

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

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

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



District Mediation Package Proposal - November 11, 2023

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

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

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

~~6.3.32~~ The District shall determine **which schools or programs and** the number of additional contract days in a 6.3.1 **and 6.3.2** prior to the beginning of the staffing process in the preceding school year.

~~6.3.43~~ Professional educators working in schools that have a change in grade levels (e.g.: newly converted middle schools or newly converted PK-5 feeder schools) shall have mandatory additional paid professional development days added to their contract year. This only applies to the school year **of the prior to conversion and the school year of after the conversion.** Added days shall be as follows:

6.3.4.1 Newly converted middle schools: two (2) additional professional development days.

District Mediation Proposal - Article 6 - 11/11/23

6.3.4.2 PK-5 feeder schools: one (1) additional professional development day.

6.3.4.3 Other schools: The District and PAT shall meet to determine if the number of added professional development days shall be one (1) or two (2). If no consensus is reached, one (1) day shall be added.

6.3.4.4 Added days shall be compensated at the professional educator's per diem rate of pay.

6.3.4.5 The District shall include the additional professional development days in the annual calendar and notify the professional educators assigned to work in these buildings at least three months in advance of these days unless newly hired or transferred to the schools within a shorter time period. If professional educators do not receive the three-month notice, they are not required to attend the added professional development days and shall follow the standard published calendar.

6.3.5 Sections 6.3.1 – 6.3.3 are meant to extend the contract year for all positions.

6.3.6 New Professional Educators

6.3.6.1 New Professional Educator Orientation

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

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

The Association will receive (60) minutes with newly hired any bargaining unit member who did not attend the New Employee Orientation at the start of the School Year, and shall be held no later than 30 days after the unit member starts working.

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 **193** of their annual basic salary. With the exception of Sections 6.3.1, 6.3.3,

District Mediation Proposal - Article 6 - 11/11/23

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.~~

District Mediation Proposal - Article 6 - 11/11/23

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.~~
[AMENDED AND MOVED TO ARTICLE 12 AND 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 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.

District Mediation Proposal - Article 6 - 11/11/23

~~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

District Mediation Proposal - Article 6 - 11/11/23
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: For any school in session For any Professional Educator whose contract year includes June 19th, June 19th shall be a paid holiday.

6.98.3.2 This exclusion does not include:

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

6.98.4 Inclement Weather

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

District Mediation Proposal - Article 6 - 11/11/23

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. ~~up to the maximum allowed by law.~~

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

District Mediation Response to PAT - 11.11.23

The final exam schedule presented by PAT on 11.10.23 is unique to Lincoln High School. Please see the District finals schedule below. This would not appear in contract language. Each school site builds common agreements between Flex and Planning. If two of the four flex/plan sessions are used for flex, the remaining would constitute 190 minutes of dedicated planning time each semester for a total of **380 minutes** over the course of the year, which is commensurate with the third planning day for the other grade levels.

We will retain the current High School Schedule.

Finals Day 1			
Period	Start	End	Minutes
1	8:30 AM	10:00 AM	90
2	10:05 AM	11:35 AM	90
Lunch	11:40 AM	12:15 PM	35
4	12:20 PM	1:50 PM	90
Flex/Plan	1:55 PM	3:30 PM	95

Finals Day 2			
Period	Start	End	Minutes
5	8:30 AM	10:00 AM	90
6	10:05 AM	11:35 AM	90
Lunch	11:40 AM	12:15 PM	35
8	12:20 PM	1:50 PM	90
Flex/Plan	1:55 PM	3:30 PM	95

Finals Day 3			
Period	Start	End	Minutes
3	8:30 AM	10:00 AM	90
7	10:05 AM	11:35 AM	90
Lunch	11:40 AM	12:15 PM	35
Flex/Plan	12:20 PM	1:50 PM	90
Flex/Plan	1:55 PM	3:30 PM	95

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.~~

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.

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

District Mediation Proposal - Article 7 - 11.11.23

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 **with a total of and at least four hundred and ten (410) minutes per week with some variability on partial weeks or on weeks with professional learning and early release, for example;**

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 Schools shall provide no less than four hundred and ten (410) minutes per standard work week with some variability on partial weeks or on weeks with professional learning and early release, for example.** 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 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 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.**

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.~~

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

~~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

District Mediation Proposal - Article 7 - 11.11.23

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,

District Mediation Proposal - Article 7 - 11.11.23

the supervisor and the building representative shall write a summary of the dispute and submit the summary to the Human Resources and the Association for resolution.

ARTICLE 9
STUDENT SUPPORT, DISCIPLINE & SAFETY

The District and Association are committed to an approach for student conduct and discipline that aligns with the PPS Vision and utilizes research based in Racial Equity and Social Justice, Restorative Justice, and Trauma Informed to minimize the use of exclusionary discipline and to maximize instructional time, while repairing harm done within the school community. Student success will not be predicted nor predetermined by national origin, race, culture, ethnicity, sex, language, socio-economic status, mobility, sexual orientation, disability, and/or religion. Student behavior is a communication of unmet needs, and makes sense when put in context. The disciplinary response process should be aimed at meeting these needs and create an environment that helps students find new ways to meet their needs. With this belief PPS will begin to move from exclusionary discipline to Restorative Practices for all Pre-K to 12th grades. These practices paired with meaningful and accessible instruction and guidance offer students and staff the opportunity to learn, grow and contribute to the school community.

9.1 Professional Educator Authority and Protection

The following sources for determining professional educator authority and protection shall be provided for an Association representative in each building:

- 9.1.1 Oregon Statutes on Discipline, Attendance and Exclusion of Students, Chapter 339 Oregon Revised Statutes;
- 9.1.2 Current District Disciplinary Procedures: *The Student Rights and Responsibilities Handbook and Guide*;
- 9.1.3 All administrative directives which are for the general knowledge of professional educators including building handbooks/rules; and
- 9.1.4 “Policies and Regulations” **of the Board related to student discipline.**

It is recognized that there may be normal delays between the time of adoptions and delivery of such materials to the building.

9.2 Definitions

For the purposes of this article, the following definitions shall apply:

- 9.2.1 Physical Attack/Harm: Intentionally striking, **violent contact and/or** touching that violates bodily autonomy (e.g.: ~~poking, pinching, pushing~~) of another person against ~~his or her~~ **their** will or intentionally causing bodily harm to an individual.
- 9.2.2 Threat/Causing Fear of Harm: ~~Physical, verbal, written or electronic action~~ A **behavior that indicates an intention to cause injury to the body or property or rights of another person** ~~A threat is intended to cause fear in the person threatened~~ which immediately creates an objectively **reasonable** fear of harm, without displaying a weapon and without subjecting the **victim impacted individual(s)** to actual physical attack. **Threats may take many forms including verbal, gestural, written, electronic, or through a third person.**

9.3 Student Support and Discipline

9.3.1 The principal, supervisor or professional staff designee with input from the staff shall include the following minimum procedures in developing a written ~~student discipline plan~~ **School Climate plan to outline the procedures for Tier 1, 2, and 3 supports.** Such procedures shall exist in each building or program. **-To preserve student dignity and maintain an environment conducive to learning for all students prior to the first student day, each plan shall identify a location or locations other than the student's classroom for professional educators, support staff, or building leadership to implement crisis prevention ~~or~~ / deescalation strategies as identified in each School Climate plan.** The process must be in accordance with District policies and regulations and State law.

9.3.1.1 **Each** professional educator **will develop** ~~of~~ individual independent in-class expectations, rules, and plans for **student classroom management and student-centered intervention**, in conformance with the building's ~~discipline plan~~ **School Climate Plan. Adequate professional development time beyond that called for in Article 6.2.1.3 and 6.5 shall be allocated to complete these plans.**

9.3.1.2 A professional educator may ~~remove~~ **refer** a student from class who is disrupting the educational program in a manner requiring immediate action by the professional educator, or who, **after repeated Tier 1 and 2 interventions or implementation of a pre-existing Tier 2 plan, continues to disrupt instruction. If a student is in crisis or needs support with deescalation, the professional shall implement the crisis plan identified in the Climate Plan send the student to a location designated by the principal or principal's designee as referenced in article 9.4.1. In such situations, the professional educator shall complete a level 2/3 referral and may need a referral to the Student Intervention Team (SIT).**

9.3.1.3 Removal from class as described in 9.3.1.2 does not include needed breaks for students, brief reset and reteaching conferences with students, predetermined time-limited self-regulation strategies, and restorative practices. In those situations, an educator may document the behavior with a level 1 referral.

~~XXX (note: identified in 9.3.1) The location designated by the principal will be staffed by an administrator or professional educator in order to allow for continued learning opportunities for the student. The selected space will contain developmentally-appropriate materials to assist the staff member and the student. Any professional educator assigned to this duty shall be released from all other duty responsibilities.~~

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

9.3.1.4 The principal, supervisor or **their his/her** designee shall, at the professional educator's request, confer with the professional educator without disrupting the professional educator's ~~classes~~ **responsibilities Communication to the professional educator** Such conference generally shall take place prior to returning the student to class unless the principal, supervisor or **their his/her** professional designee is not available, in which case the conference shall take place when the principal, supervisor or professional designee becomes available.

9.3.1.5 A procedure shall exist for **handling supporting** students removed from class when the principal, supervisor or professional designee is out of the building and, therefore, not available for a conference required by the professional educator. Such procedure shall provide that only professional personnel shall have a decision-making role in the **handling supporting** of such students.

9.3.1.6 Each professional educator shall be allowed to write referrals for any student under **his/her their**

supervision at any stage of the referral process. **The administrator receiving the referral shall provide feedback within a reasonable period of time, generally defined as within three (3) school days. Any referral submitted to a building administrator will be addressed within 72 hours of when the referrals are submitted.** Professional educators shall have access to referrals written by them and shall be able to track or receive documentation of the disposition of the referrals. ~~The District shall develop a per building on-line tracking system of referrals. — so that professional educators know administrative responses to referrals, and so that a record of building administrator responses to referrals are available to the District and the Board of Education. The District shall create a yearly report provided to the School Board and the PAT of building administrator responses to referrals.~~

9.3.1.7 ~~if unacceptable continuous disruptive student behavior occurs continues,~~ at either's request, the principal, or supervisor, and the professional educator shall develop and implement a mutually acceptable behavior ~~correction support plan~~ **Functional Behavior Analysis (FBA)/ Behavior Support Plan (BSP), Safety Plan, Supervision Plan** involving, as appropriate, the principal, supervisor, professional educator, student and parent(s) and other resource staff. **The plan must take into consideration the impact of issues related to the student's trauma, race, gender identity /presentation, sexual orientation, disability, social emotional learning, and restorative justice as appropriate for the student.** The plan could include, but would not be limited to, behavior contracts, ~~special education Student Intervention Team (SIT) referral,~~ involvement of appropriate community agencies, use of ~~time-out rooms reset/self-regulation spaces~~ or other activities. The plan shall include ~~the specific areas of concern to be addressed, a timeline for completion, and the responsibilities of the student, professional educator, administrator and others.~~ **a review of** the specific areas of concern to be addressed, **supports for professional educators to enable the implementation of all components of the CRTFI with fidelity,** and the responsibilities of the student, professional educator, administrator and others, **and a timeline for completion of the plan. The behavioral assessment and planning will be implemented in alignment with requirements outlined in Oregon State Law and any other applicable requirements of the CBA .** **If a disability is suspected, a special education referral or 504 plan may be considered. If the student has an IEP, the Special Education case manager shall be included in the development of the plan.**

9.3.1.8 If the **support** plan does not result in a change in the disruptive behavior, the administrator in conference with the professional educator will **review the student support plan for the student and discuss the impact of issues related to the student's trauma, race, gender identity /presentation, equity, sexual orientation, disability, social emotional learning, and restorative justice as appropriate for the student,** and take additional steps as may be appropriate which are consistent with and guided by the Students' Rights and Responsibilities Handbook/Guide.

9.3.1.9 In accordance with **Oregon law** ~~the Students' Rights and Responsibilities Handbook/Guide,~~ any student who has been involved in a violation of state or federal law regarding **firearms weapons** at school shall be immediately suspended pending administrative investigation. If the investigation confirms that the student was in violation of state or federal law regarding weapons at school, the student shall be reported to the appropriate law enforcement agency. The student shall be expelled from school for a period of not less than one calendar year **for possession of a firearm in accordance with ORS 339.250(7).** The Superintendent or the Deputy Superintendent may modify the disciplinary consequences on a case-by-case basis. . The Superintendent, or the Deputy Superintendent or ~~Area/Senior Director~~ may modify the disciplinary consequences on a case-by-case basis. **The Superintendent, Deputy Superintendent, or Area/Senior coordinator may propose alternative programs of instruction or instruction combined with counseling for a student that are appropriate and accessible to the student. If alternative programs are appropriate for a student, the superintendent shall ensure that information about programs of instruction or instruction combined with counseling is provided in writing to the student and the parent, legal guardian or person in parental relationship with the student at least once every six months, or at any time the information changes because of the availability of new programs.** A report of the modifications of disciplinary consequences shall be provided to the Superintendent at least twice a year.

9.3.2 Any student found to have committed Threat/Causing Fear of Harm or Physical Attack/Harm upon a professional educator ~~shall~~ may be immediately subject to appropriate discipline in accordance with the *Students' Rights and Responsibilities Handbook/Guide*. **The administrator shall follow the adopted discipline policies to inform their next steps for the student utilizing all information from the investigation. Prior to student reentry to the classroom a safety plan will be developed with the impacted professional educator input. The student may also be referred for the implementation of Tier III intervention.** ~~However, the student shall be removed from school until an effective Tier III intervention has been identified and fully implemented. The intervention shall be communicated in writing to all Professional Educators who are responsible for the student prior to the student's return to school. Regardless of the student's age or grade, the District shall ensure that student services makes regular contact with the student while the student is out of the school.~~

9.3.2.1 Any student making a serious or menacing threat of harm to the person, property or family members of a professional educator shall be immediately subject to appropriate discipline in accordance with the *Students' Rights and Responsibilities Handbook/Guide*.

9.4 Climate Plan and Culturally Responsive Tiered Fidelity Inventory (CR-TFI)

9.4.1 The building discipline procedure (School Climate Plan) is under continuous review in a process as outlined in a District approved Inventory of Multi-Tiered System of Supports (e.g.: Tiered Fidelity Inventory (TFI)) **as well as those domains included in the Fidelity of Implementation Tool (FIT) Assessment that pertain to strong and positive school culture and inclusive behavior/social emotional instruction. The principal and the Building Climate Team shall include the following minimum procedures in developing a written School Climate Plan to outline the building procedures for Tier 1, 2, and 3 supports and each building's behavioral matrix based off of the Student Rights and Responsibilities Handbook. Such procedures shall exist in each building or program. The process must be trauma-informed in accordance with District policies and regulations and State law.**

9.4.2 Copies of the specific building discipline procedures/school climate **handbook plan** shall be clearly communicated to all staff during Professional Development (PD) before the start of each school year. Copies of the specific building procedures/school climate **handbook plan** shall be distributed to students and families by the end of the first week of school **in the languages spoken in the building.** Copies shall also be posted online on the school's website **in all supported languages.** ~~In addition, the School Climate Handbook will be posted online in all supported languages.~~

9.4.3 The District shall ensure that all School Climate **Handbooks Plans** are in accordance with the District/PAT Collective Bargaining Agreement, District policy, and State and Federal laws. **Nonviolent Crisis Intervention strategies, relevant to the school, will be included in the building climate plan and implemented as designated in the plan.**

9.4.4 The District shall ensure that all schools shall maintain a School Climate Team. Each member of the School Climate Team will complete training and the District shall provide substitutes as necessary when this training is taking place. ~~The training will cover Nonviolent Crisis Intervention for responding to student crises. Additionally, the School Climate Team will participate in ongoing training in implicit bias, antiracism, and culturally responsive practices. These would be in addition to the required implicit bias, antiracism, and culturally responsive practices training received by all staff. A designated~~ **Each cluster** ~~Nonviolent Crisis Intervention strategies will be included in the building climate plan and implemented as designated in the plan. A designated Crisis Response Team at the building will be provided training in Nonviolent Crisis Intervention for responding to student crises. The Tier III Rapid Crisis Response Team will be provided training in Nonviolent Crisis Intervention for responding to student crises.~~

9.4.5 During the preservice school climate professional development time, all staff will receive training in de-escalation strategies from the relevant portion of the Nonviolent Crisis Intervention training.

9.4.6 The District shall ensure that all schools establish and maintain a process to identify and implement school wide expectations (as contemplated by the CR-TFI) with students, teachers, and families using the following components of the CR-TFI as a guide:

- A. Behavioral Expectations
- B. Faculty Involvement
- C. Student/Family/Community Involvement

9.4.6 Using 1.10 (Faculty Involvement) and 1.11 (Student/family/Community Involvement) of CR- TFI, the District shall direct all schools to continue working towards the level of “Fidelity” in their Tier 1 work.

The District shall ensure that supports are available to facilitate this work including but not limited to:

- a. Scheduled trainings on the **district-designated online learning platform. Learning Campus** (required)
- b. Funds available, **as circumstances allow**; to provide ~~site-based~~ trainings (**e.g. implicit bias, antiracism, and culturally responsive practices**) and provide sub coverage for staff, as well as extended hours to participate in identified professional development opportunities
- c. ~~School Climate Educator Directed~~ **Access to TOSAs, such as MTSS TOSA** for development and follow-up
- d. Professional development time **that is relevant and provided by the building climate team and guided by educator input** before the first student day designated to update staff on past climate plan work and to review school wide expectations
- e. ~~Professional development time once a month in staff meetings or professional learning time will be designated to~~ At least an hour a **Monthly in staff meetings Professional Learning** designated to **school-related professional learning for school improvement, climate and culture (SEL, RJ, Equity, PBIS, SIT, Tiered Support, PLC PD, etc.)- building climate teamwork. .**

9.4.7. The District shall direct Office of School Performance (OSP) Leadership to seek monthly updates of school processes implementing the CR-TFI.

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

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

9.5 Behavioral Supports

9.5. 1 The purpose of the District-level program of behavioral supports and strategies is to foster **a sense of**

agency, self-efficacy, belonging and a safe and supportive environment for students and professional educators. This will be accomplished through the implementation of a multi-tiered system of support, **which includes providing a minimum support of staffing of school based mental health school-based teams pursuant to Article XXX (Mental Health & Wellness Ssupport**, and other practices and engagement strategies.

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

9.5.2.1 Overseeing and assessing the behavioral support needs of the District;

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

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

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

9.5.2.5 Stabilizing critical situations for students and professional educators in a temporary capacity, until recommendations for support are communicated to the building principal, ~~Tiered Supports Team affected Professional Educators~~, and OSP Leadership.

9.6 The ~~DSSS~~ **OSSS** shall include a ~~9-Cluster~~ district-level **Tier III Mental Health and Rapid Response Team (RRT)** which shall be tasked with overseeing and assessing the support needs of the District with a special focus on students, teachers, and buildings as a whole. **Each cluster Rapid Response Team will be housed in a school building in that cluster that currently serves students. Each RRT will be composed of at least: 1 (one) TOSA or OSA, 1 (one) QMHP & 2 (two) Student Success Advocates and/or Behavior Intervention Specialists (BIS).**

9.6.1 Access to Tier III Mental Health and Rapid Response Team:

9.6.1.1 The Tier III Mental Health and Rapid Response Team will be deployed to schools when a student's behavioral health or mental health needs are either unsafe or substantially disruptive following implementation of Tier I and Tier II Interventions, and when the school's climate team has determined building level support is insufficient.

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

9.6.2.1 Stabilizing crisis situations for students and professional educators;

9.6.2.2 Determining what existing personnel in the District and in the building can do to meet the support needs of students and professional educators identified by the team **to support Tier I, II & III Behavioral Support**; and

9.6.2.3 Determining when additional personnel and/or resources are needed to meet the support needs of students and professional educators identified by the team **as follows:**

1. **Unless the ISST professional educators working with the student Tier III team determines the support is no longer needed; RRT Tier III team staff will continue**

support of the student as a behavior/support plan is finalized and staff receive training through modeling on how to implement the determined plan. ~~A M minimum of 3 weeks (or 15 continuous work days, whichever is longer) that includes all of the following supports will be utilized:~~

- 2. Weekly meetings with the RRT as well as all adults supporting the student in the form of an Individual Student Support Team (ISST) assembled for the student.**
- ~~3. Week 1: Additional behavior support personnel will provide 1:1 support in all student learning areas throughout the student's school day to ensure safety as well as to collect Antecedent/Behavior/Consequence (ABC) data. RRT members will also conduct teacher interview/s and will support the collection of any additional information & the completion of the first iteration of the student centered Tier III function based behavior support plan along with the ISST.~~
- ~~4. Week 2: Continuation of Week 1 with the addition of plan refinement and future planning.~~
- ~~5. Week 3: Evaluation of Next Steps:
 - ~~i. If data indicates adequate growth RRT will coordinate the gradual release of student support including the training of the on-site personnel who will continue to implement the Tier III behavior plan.~~
 - ~~ii. If data indicates insufficient growth, RRT will coordinate with the SIT, Climate Team and the office of Student Success and Health in order to provide additional staffing at the site.~~
 - ~~iii. 2 hours of professional development provided to the school's climate team to refine Tier I, II and III schoolwide behavior practices and supports as needed or requested.~~~~

~~9.5~~ Full Continuum of Special Education Services

~~The District shall maintain a full continuum of special education services and sufficient seats in a variety of programs to meet students' identified special education needs. [MOVED TO NEW SPECIAL EDUCATION: ARTICLE 31]~~

~~9.76~~ Personal Injury Benefits and Property Loss

- ~~9.76.1~~ Any case of Physical Attack/Harm or Threat/Causing Fear of Harm upon a professional educator while acting within the scope of **their his/her** duties shall be promptly reported in writing to the immediate supervisor who shall forward a copy to the appropriate Central Office Administrator and the Superintendent for investigation and resolution.
- ~~9.76.2~~ The District will create and maintain a packet of materials for professional educators who experience a physical a physical attack/harm at work. Items in this packet will include but not be limited to information about workers' compensation, the collective bargaining agreement, leaves of absence, insurance benefits, and the employee assistance program.
- ~~9.76.3~~ The District shall reimburse professional educator for loss of or damage to personal property excluding the professional educator's automobile under the following circumstances:
 - ~~9.76.3.1~~ when the loss is a result of any Physical Attack/Harm or Threat/Causing Fear of Harm on the professional educator's person suffered during the course of employment.

9.76.3.2 property stolen or damaged by the use of forcible entry on a locked container. Every school shall provide a secure and lockable location for professional educators to use for such storage.

9.76.3.3 loss of the professional educator's work-related equipment when the use of that equipment has been approved in writing by the principal/supervisor providing that the equipment was stored in a locked container when otherwise not in use.

9.76.4 Reimbursement shall be at replacement cost (not exceeding actual cost) less any insurance or worker's compensation reimbursement. Reimbursement shall not be made for losses of less than Five dollars (\$5.00) or that portion in excess of one thousand dollars (\$1,000) and shall not be made when carelessness or negligence on the part of the professional educator was evident.

9.76.5 Professional educators shall cooperate and support the District in its investigation and resolution of any reported loss. The District shall provide assistance in attempting to investigate and/or reclaim other stolen or damaged personal property including automobiles.

9.87 Safety

9.87.1 A professional educator shall have the right to refuse to expose **themselves himself/herself** to immediate danger created by an unsafe working condition when such danger threatens substantial bodily injury or would be a significant health hazard to the professional educator. The professional educator shall give notice of the condition to **their his/her** supervisor and shall be subject to assignment to another location or duty while the condition is being investigated and/or corrected. The District recognizes the responsibility to make every reasonable effort to enhance the security of buildings and grounds as may be required through the use of necessary lighting and other safety precautions. The District shall comply with all state and federal OSHA requirements to post notice when non-routine cleaners, paints, sealants, and other chemicals are to be used at the worksite and shall take all reasonable steps, in good faith, to post such notices even where not required by state or federal OSHA.

9.87.2 The District shall furnish employment and places of employment which are safe and healthful for professional educators, and shall furnish and use such devices and safeguards, and shall adopt and use such practices, means, methods, operations and processes as are reasonably necessary to render such employment and places of employment safe and healthful and shall do every other thing reasonably necessary to protect the life, safety and health of such professional educators.

9.87.3 The District shall assure that there are emergency protocols at all worksites (including non- district worksites where professional educators work. These protocols shall include procedures for supporting professional educators who experience Physical Attack/Harm and/or Threat/Causing Fear of Harm.

9.8.4 All traditional classroom/office spaces will have doors that lock from the inside.

9.8.5 Professional educators working with students shall have Voice Over Internet Protocol (VOIP) device access by the start of the 2024-2025 school year. Every building will have a school safety plan to account for the lack of VOIP device access during emergencies.

9.8.6 Safety Committee

9.8.6.1 The District will provide a template that each building's safety committee will fill in and submit in order to identify school safety needs and priorities. All items must be specific to facility safety concerns and submitted through the established reporting process. For example: mold, asbestos or air quality, pest control concerns, water leaks.

9.8.6.2 Each safety committee will provide the list of safety issues to the school administrator and Facilities Operation Manager before the end of September each year. District staff will use the list to inform work prioritization that impacts student learning across the District.

9.8.6.3 Each building's safety committee will review each building's Emergency

Response Plan which will be made widely available. The Emergency Response Plan includes responses to utility outages.

9.8.6.4 The District is committed to providing immediate relief when possible, as well as long-term resolutions which include, but are not limited to, bond funded improvements.

9.98 Field Trips

A professional educator may request additional supports for a field trip or other excursions to reasonably ensure the safety of all involved. The District will provide additional supports to special education students as specified in their IEPs.

9.109 Student Behavioral Records

9.109.1 Student behavioral records shall be accessible to the receiving professional educator.

9.109.2 School officials shall set up procedures so that information about students with records of violence including weapon violations shall be available, in accordance with the law, to members who “need to know” as a result of an assignment to teach or supervise the student.

9.109.3 Reports from county/state/city law enforcement/courts concerning student information that may inform professional educators about potential safety issues shall be shared on a need to know basis. The District shall maintain a system to distribute these alerts on an ongoing basis.

9.110 The District shall provide a legal defense and indemnification to professional educators arising out of tort claims for any alleged act or omission occurring in the performance of the professional educator’s duty in accordance with, but subject to, the limitations provided in ORS 30.285 and 30.287. Professional educators shall cooperate with the Board and counsel in connection therewith as provided in ORS 30.287(2).

9.12+ All building handbooks shall be consistent with District policies concerning mandatory reports to the Department of Human Services (DHS). Principals shall not direct or encourage professional educators to make such reports with administration or others in lieu of reporting to DHS as required by law.

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

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

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 - 11/11/23

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

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

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. ~~that is appropriate to the field of work being verified.~~

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

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

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

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

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

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

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

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

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

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

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

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

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

12.3 Salary Advancement

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

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

12.3.3 Employees, who earn a credit level necessary to advance to another column on the salary schedule, shall be paid at the new salary level effective the first day of the next pay period after

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

supplying verification to the District. Such salary adjustments will not be retroactive, except that credits verified by October 31 shall be retroactive to the beginning of the school year.

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

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

~~12.4~~ Retirement Stabilization

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

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

12.4 Payroll Checks

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

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

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

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

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

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

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

12.5 Special Salary Provisions

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

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

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

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

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

~~12.5.2.4 Visual Arts Professional Educators who are approved by their building administrators to participate in District sponsored art exhibits (such as "Heart of Portland" and "Art is Elementary") shall be compensated for their time at .22 times the daily rate for the base salary per hour or the member's hourly rate, whichever is higher. Compensated time for participation will include planning the show, show set up, attendance at the show/reception, and breakdown of the show. Participation by the professional educator in the event is voluntary.~~

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

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

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

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

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

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

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

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

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

12.6 Fingerprinting

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

12.7 Materials and Supplies Stipend

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

ARTICLE 17 LEAVES

17.1 General Provisions

17.1.1 Leave Applications

- 17.1.1.1 All applications for and approval of leaves shall be in writing.
- 17.1.1.2 Leave applications must be made to the appropriate leave category (e.g., sick leave, family illness leave, personal leave, bereavement leave).
- 17.1.1.3 Paid and unpaid leaves for professional educators set forth in this Article are intended to be used only for their intended use.
- 17.1.1.4 A leave day is equal to eight (8) hours of leave time. Professional educators shall ~~not~~ be required to use leave time when missing the ~~two-hour staff~~ meetings, ~~or~~ training sessions ~~or~~ **professional learning** that are beyond the workday as described in Section 7.10.1. **Any such absence must be for a reason covered by Section 17.2 and must be documented by the professional educator.**

17.1.2 The District shall comply with Federal, State and local laws regarding leaves, including but not limited to the Family and Medical Leave Act (FMLA) and the Oregon Family Leave Act (OFLA), the “School Employee Sick Leave Statute” ORS 332.507, ~~and the~~ “Sick Time Statute” ORS 653.601 – 653.616, **and the Paid Leave Oregon (PLO) ORS 657B**

17.1.3 All PPS Leave Guidelines made available to PAT members shall conform with the provisions of this article and shall not include guidelines/information about other bargaining groups/non-represented employees unless clearly labeled as such.

17.1.4 **Professional educators shall have the right to choose whether they wish to supplement PLO benefits with a pro-rata share of their accrued sick leave to fully replace their pay.**

17.1.5 **Employees who need leave for reasons that qualify under OFLA/FMLA, PLO or related to domestic violence, sexual assault, harassment, or stalking may choose to apply for PLO benefits.**

17.2 Paid Leaves

17.2.1 Sick Leave

17.2.1.1 Accumulation

- a. Professional educators shall be granted **at least** ten (10) days sick leave, ~~or one (1) day per month they are employed, whichever is greater,~~ which includes the statutory requirement during each school year. Such sick leave shall be credited to said professional educators on the first contract day of the school year. Professional educators who begin service after the beginning of the school year shall receive one (1) day of sick leave for each payroll month remaining in the school year with all such days being credited on the professional educator’s first day of employment.
- b. A professional educator who uses ~~his/her~~ **their** annual sick leave accrual and subsequently resigns for reasons other than illness or retirement prior to completing the work year, shall be obligated to refund the District an amount equal to one (1) day sick leave for each month not worked. The District shall deduct such amount from any final pay due the professional educator.
- c. Professional educators on extended work year and/or Summer School shall be credited with one (1) additional sick leave day for each additional twenty (20) days worked not to exceed a total of twelve (12) days of sick leave credit per fiscal year.

- d. The total unused sick leave days can be accumulated and shall be unlimited in accordance with state statutes.
- e. A professional educator who has accumulated sick leave during employment in another Oregon school district shall be entitled to transfer any accumulated sick leave from such district upon proper verification. The transfer of sick leave accumulated with another Oregon district shall be effective when the professional educator has completed thirty (30) working days in the District.
- f. **Professional educators who have exhausted their accumulated sick leave may choose to use any accrued, unused family illness days, as provided in 17.2.2, for any purpose for which they could use sick leave.**
- g. When a professional educator has exhausted ~~his/her~~ **their** sick leave, ~~s/he~~ **they** shall receive additional leave equal to one (1) day for each school year of at least 135 days of service in this district at two-thirds (2/3) of ~~his/her~~ **their** daily rate under ~~his/her~~ **their** basic salary. Credit for any year can only be utilized once.
- h. Professional educators shall not be credited with any sick leave with respect to periods during which they are on an unpaid leave of absence from work with the District of more than one (1) month duration.

17.2.1.2 Utilization

- a. Professional educators who are absent because of personal illness or medical/dental appointments shall receive compensation during such absence in accordance with provisions pertaining to sick leave allowances.
- b. A professional educator working an extended contract beyond the normal school year or during Summer School, may charge absences due to personal illness to ~~his/her~~ **their** sick leave account. The District shall pay the cost of any required substitute.
- c. Professional educators on any extended leave (more than one (1) month) will not be charged with days of sick leave or paid for days of illness during such leave, except when an illness or injury is the factor which entitled the professional educator to the leave in question.
- d. **In addition to receiving paid leave benefits under the ~~PFMLI-PLO~~ program or District's approved equivalent plan, a** A professional educator may charge against ~~his/her~~ **their** accumulated sick leave ~~for up to twelve (12) weeks~~ following the birth or adoption ~~or foster care placement~~ of a child ~~to achieve 100 percent replacement of their pay. If the professional educator has accumulated sick leave remaining after exhausting PFMLI-PLO benefits, they may also use that to continue in paid status, up to the amount provided in Article 17.4.3. If accumulated sick leave has been exhausted, the professional educator may use other paid or unpaid leave for part or all of the approved leave.~~ **twelve (12) week period.** The professional educator is entitled to all benefits guaranteed under the FMLA, and/or OFLA **and Paid Leave Oregon** which may exceed this provision.
- e. A professional educator's accumulated sick leave shall not be charged on days designated as paid holidays under this Agreement, or when an absence was directed by the District.
- ~~f.~~ **The District shall maintain a sick leave bank for use by professional educators who have exhausted their accumulated sick leave. Use of this leave shall only be in accordance with the sick leave bank guidelines. The Association can solicit voluntary contributions up to four thousand (4000) hours per year. Use of the sick leave bank will be monitored through the contract administration process. Employees will be eligible to use the sick leave bank to achieve replacement of their pay while utilizing PLO benefits.**
- g. A professional educator may use sick leave in one-hour increments or in per-day units.

17.2.2 Family Illness Leave

- 17.2.2.1 **In addition to receiving paid leave benefits under the PLO program or District's approved equivalent plan**, Professional educators shall receive up to forty (40) hours or five and one third (5.33) days family illness leave per school year with pay in case of illness of a member of the professional educator's immediate family. **This leave can be used in lieu of or in addition to PLO family leave benefits or to achieve replacement of their pay while receiving PLO benefits.** Professional educators who commence employment after the end of the first semester shall be entitled to one and one-half (1-1/2) days of family illness leave.
- 17.2.2.2 Inherent in use of this leave is that care or attention by the professional educator is needed. In the event emergency conditions arise, an extension of family leave shall be determined upon individual merit by the Superintendent.
- 17.2.2.3 "Immediate Family" shall be interpreted to mean spouse, domestic partner (as defined in Appendix C), children, parents, brothers, sisters, mother-in-law, father-in-law, grandparents, grandchildren, stepparents, stepchildren, stepsiblings or other persons who regularly live in the professional educator's home; **and any other family member as defined under OSB 657B.010.**
- 17.2.2.4 **In addition to receiving paid leave benefits under the PLO program or District's approved equivalent plan, and after utilizing the available days for family illness leave,** ~~After utilizing the available days for family illness leave,~~ the professional educator may charge against ~~his/her~~ **their** accumulated sick leave when additional time is needed to provide care for a member of the professional educator's immediate family.

17.2.3 Absence due to Injury on Duty

The District shall pay to any professional educator who is unable to work due to an on-the-job injury the difference between ~~his/her~~ **their** salary benefits received by the professional educator under the Oregon Worker's Compensation Law and ~~his/her~~ **their** normal salary. This differential pay shall apply when the absence is due to a compensable injury as defined in ORS Chapter 656 and shall be paid for the period when worker's compensation benefits are paid but not exceeding 180 days for one injury. Absence due to such compensable injury shall not be charged against the professional educator's accumulated sick leave. For other periods of work-related injury absence, charge will not be made against the professional educator's accumulated sick leave. In the event differential payment is made by the District and the absence of the professional educator is subsequently determined to be non-compensable, charge will be made against the professional educator's accumulated sick leave, if the absence so qualifies, and the professional educator shall be obligated to reimburse the District for payments received in excess of accumulated sick leave time.

17.2.4 Absence Due to Quarantine **or Isolation**

~~In the event a declaration of quarantine made by the Public Health Official prevents a professional educator who is not ill from reporting to work, or if the professional educator is in isolation due to illness, or is otherwise directed to not report to work to prevent the spread of a communicable disease the professional educator shall not suffer a loss in pay and no charge will be made against the professional educator's accumulated sick leave.~~

An employee's absence from work because of quarantine or isolation to prevent the spread of a communicable disease by the appropriate public health official shall not be charged against the employee's sick leave and the employee shall suffer no loss in pay. Quarantine or isolation pay will not extend past the standard quarantine or isolation period established by the local public health authority, but in no event shall it exceed thirty (30) days.

To qualify for quarantine or isolation pay under this Section, an employee must be fully vaccinated (if a vaccine is available) as defined under guidelines set by the federal and state health authority, including any boosters.

17.3 Other Paid Leaves

17.3.1 Bereavement Leave

Professional educators shall be granted bereavement leave with pay for each death as follows:

- 17.3.1.1 One (1) day to attend a funeral or memorial service because of the death of a friend or relative. An additional day shall be granted when travel beyond the one day is required.
- 17.3.1.2 Four (4) days because of death in an immediate family; six (6) days in case of parent, spouse, domestic partner, or child). "Immediate family" shall be interpreted to mean spouse, domestic partner (as defined in Appendix C), children, parents, grandparents, grandchildren, mother-in-law, father-in-law, brothers or sisters, stepparents, stepchildren, stepsiblings; and also any person regularly living in the home of the professional educator for whom the professional educator was responsible.
- 17.3.1.3 In addition, professional educators may use up to six (6) days of accrued and unused leave for the death of an immediate family member, in the order determined by the employee. In the event a professional educator has exhausted all forms of paid accrued leave, the professional educator shall be able to use up to six (6) days of unpaid leave. The total number of combined leave days for bereavement will not exceed ten (10) days. An employee may apply for other unpaid leave if needed.

17.3.2 Personal Leave

- 17.3.2.1 Each professional educator shall be entitled to three (3) days leave without loss of pay for personal business. Professional educators who commence employment after the end of the first semester shall be entitled to one (1) day of personal leave.
- 17.3.2.2 Except in cases of emergency, the request for such leave shall be made one (1) week in advance in writing.
- 17.3.2.3 It is expected use of such leave will be limited to situations which the professional educators cannot address at times other than during the workday.
- 17.3.2.4 Professional educators may use this leave for religious observances when attendance is mandatory during the workday.
- 17.3.2.5 This leave shall not be used for vacation or recreational purposes.
- 17.3.2.6 Unused personal leave shall not accumulate for use in another school year.
- 17.3.2.7 Also see unpaid personal leave in 17.4.2.

17.3.3 Mandatory Court Appearance

- 17.3.3.1 When a professional educator is required to appear as a witness in court, the District shall authorize such absence without loss of pay. If the professional educator receives a witness fee, such fees shall be turned in to the Business Office. In cases where the professional educator is a party to the action, ~~his/her~~ **their** absence will be personal leave without pay or, at the professional educator's election, leave days provided in C.2 may be used therefore.
- 17.3.3.2 A professional educator required to appear in court as a party with the District shall be released without loss of pay. If a professional educator is subpoenaed to appear in court as a third-party witness because of ~~his/her~~ **their** job duties outside of the contract year, ~~he/she~~ **they** shall receive ~~his/her~~ **their** per diem hourly rate of pay. Witness check fees shall be signed over to the District.

17.3.4 Jury Duty

Professional educators subpoenaed for jury duty shall be excused for that purpose without loss of pay provided that, when the professional educator receives ~~his/her~~ **their** jury fee, said fee shall be sent to the Business Office. On days when the professional educator is excused from jury duty ~~s/he~~ **they** will

report to their work assignment provided they are able to do so before the end of the lunch period.

17.3.5 Professional Leave

- 17.3.5.1 At the beginning of each school year, each professional educator shall be credited with two (2) accumulative days to be used for professional leave. However, a professional educator may not use more than four (4) of these days in any year. Professional leave may be used for the following:
- a. visitation to view instruction techniques or exemplary programs.
 - b. conventions, conferences, workshops or seminars related to **PK-12 education, racial equity, climate justice, or** the professional educator's assignment with the District.
- 17.3.5.2 The professional educator shall inform ~~his/her~~ **their** supervisor by submitting a leave request at least one (1) week in advance.
- 17.3.5.3 The professional educator may be required to file a written report within one (1) week of attendance at such convention, visitation, conference, workshop or seminar.
- 17.3.5.4 Participation by a professional educator in activities on the statewide in-service day shall not be counted against professional leave days.
- 17.3.5.5 If the length or location of a convention, conference, workshop or seminar requires the professional educator to be in attendance more than two (2) school days, the professional educator may use ~~his/her~~ **their** personal leave.

17.3.6 Leave for service to education-related state agencies.

Professional educator who are appointed to serve non-paid on education-related state agencies shall be released for meetings/hearings/reviews without loss of pay. The District shall provide substitutes for such professional educators.

17.4 Unpaid Leaves

- 17.4.1 Requests for a full year unpaid Personal, Exchange, or Career Development leave of absence (whether part-time or full-time) for the next school year must be submitted to Human Resources prior to ~~March~~ **February** 1 or the leave will not be approved, except in extenuating circumstances where such leave requests will not be unreasonably denied.

17.4.2 Personal Leave

- 17.4.2.1 Professional educators shall be entitled to three (3) days unpaid leave per year for personal reasons. Except in cases of emergency the request for such leave must be made one (1) week in advance in writing.
- 17.4.2.2 Also see paid personal leave in 17.3.2.
- 17.4.2.3 Full-year Unpaid Personal Leaves

A personal leave of absence of one (1) year shall be granted to a contract professional educator upon application prior to the deadline in 17.4.1. At the District's discretion one (1) additional year may be granted. Unpaid year-long personal leaves shall not be granted for professional educators to seek employment in other Portland metro area school districts. There shall be a cap of twenty (**20**) unpaid personal leaves per school year. Applications received by ~~March~~ **February** 1 shall be selected in order of seniority in the District.

For unpaid year-long personal leaves of absence for contract professional educators only, the return from leave language in Section 17.5 would be modified as follows. The contract professional educator would be unassigned from ~~his/her~~ **their** previous assignment and would be subject to reassignment in the transfer process. Such contract professional

educators would be **considered an** ~~able to participate in the internal phase of the transfer process as an unassigned professional educator~~ **during the spring staffing process.**

- 17.4.2.4 An unpaid personal leave of absence of up to one (1) year may be granted to a probationary professional educator upon application. At the District's discretion, one (1) additional year may be granted. Probationary professional educators approved for unpaid leaves of absence shall follow the return from leave language in Section 17.5.

17.4.3 Child Care Leave

- 17.4.3.1 A child care leave (maternity, paternity or adoption) shall be granted for any period up to one (1) year. Other child care leave may be granted for up to one (1) year. A professional educator requesting such leave shall give at least thirty (30) days written notice except in extenuating circumstances. Requests for a full year leave beyond the first full school year must be made prior to **February 1** ~~April 15~~ or the leave will not be approved, except in extenuating circumstances where such leave requests will not be unreasonably denied. The provisions of ORS 342.840 shall apply to probationary unit members. This leave provision shall not apply to temporary professional educators.

- 17.4.3.2 The District may require that the expiration of child care leaves coincide with the natural breaks in the school calendar so that the educational continuity is maintained.

17.4.4 Exchange and Other Teaching Leaves

- 17.4.4.1 A leave of absence of up to two (2) years may be granted to a contract professional educator upon application, for the purpose of participating in:

- a. Exchange Teaching Programs
- b. Foreign Military Training Programs
- c. Peace Corps
- d. Teacher Corps
- e. Job Corps
- f. VISTA
- g. Institutions of Higher Learning

- 17.4.4.2 The professional educator must **provide evidence of enrollment in** ~~be~~ a full-time participant in any such program and state **his/her their** intention to return to the District.

17.4.5 Unpaid Career Development Leave

A leave of absence of up to one (1) year (must be at least one full term) may be granted to a professional educator upon application for the purpose of career development reasonably related to **his/her their** professional responsibilities. At the District's discretion one (1) additional year may be granted.

17.4.6 Study Leave

- 17.4.6.1 Up to ten (10) FTE study leaves with District paid insurance shall be granted yearly.

17.4.6.2 Requirements and Procedures for Study Leaves

- a. Application forms will be available in the Human Resources Department and in the Office of the Association.
- b. Each candidate for study leave must **inform** ~~consult with~~ **his/her their** principal or immediate supervisor.

- c. Completed applications shall then be sent to the Human Resources Department which shall present the requests to the Study Leave Committee for evaluation.
- d. Completed applications with all necessary information for fall semester for full year study leaves must be filed with the Study Leave committee by the second Monday in February preceding the year of study leave. Such applications for study leave for Spring Semester must be filed by the second Monday in October preceding the Spring Semester.
- e. Each applicant must submit an explicit outline of the study **and proof of enrollment and course completion**. The professional educator must maintain a minimum of twelve (12) quarter or **equivalent** semester hours each term **for a full-time leave or pro-rated for a part-time leave** while on leave. The applicant must give **his/her their** signed assurance that the plans are or are not conditional or dependent upon unresolved grants or other limited factors.
- f. Professional educators requesting study leaves of absence must submit with the application for such leave a current health form provided by the District for this purpose, properly filled out and signed by a duly licensed physician attesting to the professional educator's satisfactory health.
- g. Study leaves will not be considered a break in consecutive service for the purpose of calculating salary schedule placement, seniority or retirement credit.
- h. Educators that have a minimum of ~~five~~ 3 (three) years at the District are eligible for a Study Leave.**
- i. Study leaves are granted in order of seniority if they meet the ~~five-3~~ (three) year service at the District minimum.**
- j. Any member denied Study Leave will have the right to appeal the denial to Employee and Labor Relations for reconsideration of the application.**

~~17.4.6.3~~ Study Leave Committee

- ~~a. The Study Leave Committee shall be comprised of one (1) administrator appointed by the Superintendent and three (3) professional educators appointed by the Association for three (3) year terms, with one (1) member being appointed each year. The chairperson of the committee shall be selected from among the three (3) professional educators on the committee. In addition, a representative from the Human Resources Department shall be designated as ex-officio member of the committee and shall serve as custodian of all applications for leaves and shall keep appropriate records of committee action.~~
- ~~b. The Study Leave Committee will have responsibility for the administration of the study leave program for professional educators as follows:~~
 - ~~i. It shall make selections for study leaves.~~
 - ~~ii. It will notify all applicants of approval or rejection of study leave requests. Notice of acceptance or rejection will be made by the first Monday in March for the following fall or school year, or the second Monday in November for the spring leave.~~
 - ~~iii. The Study Leave Committee will receive and consider requests for reconsideration from applicants previously denied leaves by the Study Leave Committee.~~

~~17.4.6.4~~ Selection Criteria

~~Selection will be made by the Study Leave Committee. Selection shall be based upon the following criteria.~~

- ~~a. A balance of the needs of the applicant and the needs of the District. The needs of the applicant shall refer to leaves intended for study in his/her current assignment area. The needs of the District shall refer to new assignment areas in the District or to existing areas where insufficient number of professional educators exist. The District will furnish the Association by the second week in January with a written description of such needed assignment areas and appropriate supportive data~~
- ~~b. A proportionate distribution among eligible elementary, secondary, and special education applicants~~
- ~~c. Priority consideration will be given to applicants who have not previously received a study leave~~
- ~~d. Length of service in the District.~~

17.4.6.5 Status While on Leave

- a. A professional educator on study leave shall be considered to be in the employ of the District but is not performing work on behalf of or serving as an agent of the District while on leave.
- b. A professional educator on study leave shall retain all rights of contract status, retirement, insurance, sick leave, and automatic increases in salary as if ~~she/he~~ **they** were working during the period of leave. A study leave shall be counted as a year of service and experience on the salary schedule.
- c. In case of injury to, or other illness of the professional educator during leave which prevents ~~she/he~~ **them** completing the purpose of the leave, the study leave will be terminated and all provisions for sick leave will apply. These provisions will take effect on the first day of the next pay period following notification of illness to the Study Leave Committee and the Superintendent, verified by a medical report.
- d. After illness or injury as in Paragraph (3), upon release by appropriate medical authority the employee shall, when possible, be returned to regular duty for the remainder of the school year or shall be reinstated on study leave.

17.4.6.6 Status Upon Returning from Study Leave

- ~~a. A professional educator taking a study leave who wishes to return to his/her worksite must have so indicated on the application form at the time the professional educator applied for the leave. In such case, a professional educator replacing the member on study leave shall be subject to re-assignment at the conclusion of the leave. If the professional educator has indicated in writing at the time of the application that she/he doesn't wish to return to his/her worksite, she/he shall be considered as an unassigned professional educator as described in Article 18: Transfers.~~
- b. Upon returning from study leave to **his/her their** position, the professional educator is subject to transfer according to the provisions of Article 18: Transfers.

17.4.7 Military Leave

- 17.4.7.1 Military leave of absence, including participation in the reserves, shall be granted to any professional educator who shall be inducted or shall enlist for military duty in any branch of the armed forces of the United States.
- 17.4.7.2 Experience credit will be granted to persons on military leave in accordance with ORS 408.270.

17.4.8 Association Leave

- 17.4.8.1 A leave of absence for up to five (5) years for the President of the Association and up to four (4) years for two (2) additional positions shall be granted to a professional educator upon application by the Association for the purpose of serving as an officer of the Association or on

its staff. The District shall continue to pay such professional educator(s) and provide benefits in the normal manner but will be reimbursed by the Association for the cost of salary and fringe benefits. Upon completion of such leave, a professional educator will be returned to the previous school or program if there is a vacancy within that professional educator's licensure. When no such vacancy is available, the professional educator will be returned as unassigned. Upon return from such leave a professional educator shall be placed on the salary schedule as if ~~s/he~~ **they** had been working each year of the leave. A released time PAT officer shall be considered "competent" in the grade level/subject held prior to taking Association leave.

- 17.4.8.2 The Association agrees to consider carefully each request for release time for professional educator. Although leaves for short terms without loss of pay may be granted upon recommendation of the Office of the Superintendent or designee, the District will not pay for substitutes to cover classes while members are away from their classes on business of the Association. The Association shall pay the cost of such substitutes upon receipt of billing from the District Business Office.

17.4.9 Political Leave

A leave of absence for up to two (2) years with up to an additional two (2) years upon request shall be granted to any contract professional educator, upon application, for the purpose of campaigning for, or serving in, public office.

17.4.10 Other Leaves

- 17.4.10.1 When the schools and school offices are officially closed by the Superintendent, all professional educators shall be paid in accordance with the law.
- 17.4.10.2 Unit members who are assigned to tasks outside their regular responsibilities shall not have this time charged to any leave category.
- 17.4.10.3 The District, at its discretion, may extend leaves or grant other leaves requested by **a** professional educator.

17.5 Return from Leave

- 17.5.1 A professional educator taking a leave for up to one (1) school year may return to ~~his/her~~ **their** previous position unless the position has been discontinued **and are subject to reassignment as outlined in Article 18**. Professional educators taking leaves for more than one (1) school year **will** ~~may~~ be subject to reassignment. ~~A professional educator taking a leave for more than one (1) school year may return to his/her previous position upon approval of the District.~~
- 17.5.2 ~~A p~~**Professional educators wishing are expected** to return from an unpaid leave of absence ~~shall so notify the Human Resources Department as required by the District.~~ A professional educator returning from an unpaid leave due to disability shall, upon request, submit a written statement from a qualified physician attesting to the professional educator's ability to resume ~~his/her~~ **their** duties.
- 17.5.3 A professional educator shall be returned to employment on the first workday, during the regular school year, following the expiration date as set forth in the Board action approving the professional educator leave. A professional educator returning from an unpaid exchange or other leave, or unpaid leave of less than one-half (1/2) of the school year, or a paid leave shall be placed on the salary schedule as if ~~s/he~~ **they** had been teaching during said leave. A professional educator returning from any other form of unpaid leave (more than one-half (1/2) of the school year) shall be paid at the next step on the current salary schedule above the one occupied during the last full work year prior to commencement of the leave; provided that, should the professional educator return in the same school year in which the leave commenced, the professional educator shall be placed on the salary step held at the beginning of the leave.
- 17.5.4 All accumulated unused sick leave, and credits toward study leave eligibility and all other accrued benefits at the time a professional educator commences a leave of one (1) or more months duration shall be restored upon return to work

ARTICLE 23
PROFESSIONAL EDUCATOR RIGHTS AND JUST CAUSE

- 23.1 No professional educator shall be disciplined, reprimanded, or reduced in compensation without just cause. Reprimands shall be made privately and not in the presence of students, parents, professional educators or members of the community. Professional educators who have completed three (3) full years of service and are not covered by the Fair Dismissal law shall not be dismissed without just cause. Plans of Assistance and Letters of Expectation are not disciplinary and shall not be issued for misconduct.
- 23.2 A determination of sexual conduct or abuse as provided by Oregon law is subject to just cause and other contractual provisions and may be grieved as outlined in Article 5.
- 23.3 This Article does not apply to dismissal, except as provided in Section 23.4, or nonrenewal of professional educators. However, professional educators subjected to nonrenewal or dismissal shall be afforded the procedural rights of due process.
- 23.4 In the event of dismissal from employment a **contract** professional educator may elect to appeal the dismissal to binding arbitration in accordance with Section 5.5 of this Agreement, or the Fair Dismissal Appeals Board, but not both. Dismissal shall mean termination during the contract year for any professional educator or a second non-extension of a contract professional educator. The professional educator must so notify the Superintendent, in writing, within ten (10) calendar days after receipt of notice of the dismissal decision of the District's School Board. ~~Probationary professional educators who are non-renewed or dismissed and temporary professional educators completing the term of their contract may not appeal to arbitration.~~ **Just cause shall not apply to Probationary professional educators who are non-renewed or dismissed, and temporary professional educators completing the term of their contract may not appeal to arbitration.**
- 23.5 The personal life of a professional educator is not an appropriate concern of the District, except where it relevantly affects the professional educator's fitness for or performance of ~~their~~ **his/her** professional duties.
- 23.6 Removal from an Extended Responsibility Assignment
- 23.6.1 If a professional educator is removed from an extended responsibility assignment, upon request ~~s/he~~ **they** shall be given the reasons in writing and afforded the opportunity to have a representative present in any discussion with the supervisor.
- 23.6.2 If a professional educator starts an extended responsibility assignment during a school year, and the professional educator is removed from the responsibility during the school year, the professional educator shall be paid the entire salary due for that assignment, unless the professional educator is ~~physically~~ unable to perform the extended responsibility assignment.
- ~~23.6.3 — Dismissal of a professional educator whose assignment includes extended responsibility as an extension of the assignment (e.g., TOSA, Media Specialist, Music Teacher) is subject to Section 23.4.~~
- 23.7 Administrative Support at Parent Meetings
- A professional educator has the right to administrative support at any meeting with a parent. Professional educators shall not be required to meet with a parent without a workday's advance notice. If during any meeting with a parent and administrator it appears to the professional educator that complaints are being made that could result in the discipline of the professional educator, that professional educator has the right to ask for representation before continuing the meeting. A professional educator has the right to ask the supervisor to take administrative charge of the meeting when such a meeting is dealing with the job performance of or a possible action against the professional educator. ~~Taperecorders~~ **Recordings** shall not be allowed without the consent of the professional educator.

23.8 Investigations

Whenever a professional educator is directed to meet with an administrator or other representative of the District regarding a matter which could result in disciplinary action, termination, nonrenewal or layoff, the professional educator shall be given prior written notice including:

23.8.1 A description of the issue to be discussed in such meeting, **including specific examples of the time, place and type of action being investigated, if known, at the meeting.** ~~and~~

23.8.2 The right to have representation by the Association or private legal counsel present to advise the professional educator during the meeting.

23.8.3 If additional reasons for a meeting emerge after the initial notice, the District will provide an additional notice with the additional reasons. If the professional educator believes there is insufficient time between the additional notice and the meeting, the District can choose between rescheduling the meeting later to investigate all reasons, or schedule a second meeting for the additional reasons.

23.8.4 Professional educators are not to be interviewed or questioned at the time of notice.

23.8.5 If the allegation is related to sexual conduct or abuse, the investigation will be conducted by **Employee & Labor Relations and/or an appropriate** subject matter expert for sexual misconduct or abuse.

23.8.6 Bargaining Unit Members shall not conduct investigations of other bargaining unit members.

23.8.7 The parties shall cooperate in good faith to schedule the meeting within a reasonable period of time. The parties shall identify their respective representatives and communicate it to the other party prior to the meeting.

23.8.8 This section does not apply to a meeting where the sole reason for the meeting is to discuss re-assignment.

23.8.9 The written notice of the meeting shall not be placed into the professional educator's building file or personnel file but may be kept in an investigation file.

23.8.10 At the conclusion of the investigation, a determination will be issued and retained in the investigation file. A copy of the determination will also be provided to the professional educator. The determination shall be issued within thirty (30) calendar days of the conclusion of the investigation unless there are extenuating circumstances.

23.9 Letter of Expectation

23.9.1 A Letter of Expectation is a written notice of an expectation, standard, policy or procedure arising from a complaint or an administrative concern. Letters of Expectation will not include standards stated in the evaluation rubric. A Letter of Expectation is not a finding of fault or misconduct and is not a disciplinary action. **The District will only not cite Letters of Expectation in discipline as written notice of an expectation, policy, standard, procedure, directive or rule that are directly related to the underlying conduct.**

23.9.2 A Letter of Expectation must conform to the template agreed upon by the parties (Appendix K). Letters of Expectation shall be placed in the official district personnel file. Letters of Expectation shall be removed from the official district personnel file after six (6) years ~~two (2) years~~. Professional educators who have received a Letter of Expectation have the right to review any letters of expectation addressed to them and attach a response.

23.10 Paid Administrative Leave or Alternative Assignment

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

23.10.1 A professional educator who is removed from work pending an investigation and is available to report to work shall be placed on paid administrative leave or the District may place the professional educator in an alternative assignment. Alternative assignments will not result in a reduction in compensation or benefits.

23.10.2 If the professional educator on paid administrative leave is unavailable to report to work, ~~he/she~~ **they** will be removed from paid administrative leave status and will be able to appropriately use any leave accruals until the professional educator is available to report to work and be placed back on paid administrative leave status.

23.10.3 The District shall not dock a professional educator's paid leave balance in lieu of actual time off for a disciplinary suspension, or retroactively change Paid Administrative Leave to unpaid disciplinary suspension, unless there is agreement by the employee and Association.

23.10.4 Paid administrative leave or alternative assignment should be limited to situations where:

23.10.4.1 The presence of the employee in the workplace might tend to interfere with an investigation;

23.10.4.2 There are concerns the employee will repeat the alleged serious misconduct;

23.10.4.3 Removal of the employee from the worksite is appropriate to maintain the safety and security of students and/or staff; or

23.10.4.4 The alleged misconduct is serious enough to result in dismissal, if substantiated.

23.10.4.5 Paid administrative leave is required by law

23.10.5 Paid administrative leave letters will conform to the template attached as Appendix L of this Agreement and provide a description of the reason for the paid administrative leave, which is sufficient for the employee and Association to understand the events being referenced. The Association may contact the District's Labor Relations Office for additional information. The District shall place paid administrative leave letters in the investigation file, not in the professional educator's personnel file.

23.10.6 The investigation shall be conducted promptly in order to limit the time that the professional educator is involuntarily away from work. Investigations of professional educators on Paid Administrative Leave will be given priority over other investigations. If the administrative leave pending investigation lasts longer than ten (10) work days, the District shall notify the professional educator in writing of the reasons.

23.10.7 While on administrative leave, if a professional educator needs access to ~~his/her~~ **their** PPS email to gather evidence for the investigation, the District will work with the Association to allow for that access. By arrangement with the site administrator, the professional educator shall also have access to materials from ~~his/her~~ **their** classroom or office.

23.10.8 School and program administrators will not communicate that a professional educator is on administrative leave or disclose the reason for the administrative leave to staff, parents, students or the public. In the case where violence, child endangerment or criminal behavior is alleged, the administrator can inform those who need to know that the professional educator is not at the school. In all cases, when asked directly about the professional educator's whereabouts, the Administrator may respond that the professional educator is not at the school.

23.11 Required Examination by Physician

23.11.1 The District may direct a professional educator to be examined by the professional educator's physician if there exist substantive reasons which call into question a professional educator's ability to perform assigned duties. The professional educator shall be counseled as to the concern that has prompted the referral. The

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

professional educator shall provide the District a statement from his/her **their** personal physician that confirms that the District's concern is being addressed and that the professional educator is able to perform assigned duties or is unable to continue at the present time. The professional educator will not be required to release his/her **their** private medical records.

23.11.2 If the professional educator does not have a physician, or a substantive reason exists, the District may direct the professional educator to be examined by the District's physician. The District shall provide the professional educator with the reasons prior to being examined by the District's physician. The District shall pay for any such examinations and also provide the necessary release time. The District shall request that the physician only disclose medical information specific to the reason that prompted the referral.

23.12 A professional educator shall not be required by the District to involuntarily submit to testing of bodily fluids unless there is a substantive reason to believe the health and safety of others is at risk.

23.13 Exceptional Medical/Health Care Needs

Professional Educators routinely have assigned to their regular classrooms students with special needs. Some of these students have exceptional medical/health care needs that are of a nature requiring the use of technical procedures, medical hardware, or supplies in personal health maintenance cycles. Professional educators shall not be required to have back-up training or responsibilities for the medical procedure. (This does not eliminate the option of professional educators assisting in emergencies or in volunteering to participate in training and practices for which they feel some comfort.)

23.14 Lost Keys

Professional educators shall not be required to reimburse the District for lost keys. Professional educators will not be responsible for re-keying District facilities. Professional educators shall be responsible for safeguarding keys in accordance with District regulations.

23.15 Standardized Testing

Student performance on standardized tests is not designed or intended to and shall not serve as the basis for involuntary transfer, layoff, recall, placement on the salary schedule, and/or disciplinary action.

23.16 Respectful Working Environment

23.16.1 Purposeful, intentional conduct by an individual or group of individuals against another, if a reasonable person would consider the behavior to be threatening, intimidating or offensive, is inconsistent with a respectful work environment. Examples include verbal abuse or other behavior that demeans, threatens, humiliates or intimidates others in the workplace. No professional educator shall be retaliated against for reporting, grieving or protesting such behavior. Likewise, no professional educator shall retaliate against a co-worker, or other District staff for reporting, grieving and/or protesting such behavior on the part of a professional educator. This section shall not be interpreted to mean that bargaining unit members may file a grievance against other bargaining unit members.

23.16.2 Reasonable counseling, discipline or job performance evaluations are consistent with a respectful working environment and are not prohibited by this provision.

23.17 The District shall comply with Oregon law that prohibits the use of polygraph examinations for employment purposes (ORS 659A.300); and prohibits an employer from requiring an employee to provide access to the employee's personal social media account (HB 2654 effective January 1, 2014).

APPENDIX J
SCHOOL PSYCHOLOGIST TRANSFER AND
ASSIGNMENT PROCESS

School Psychologists do not participate in the internal transfer and assignment process covering other professional educators set forth in Sections 18.3 and 18.5, of the PAT/PPS collective bargaining agreement. This Appendix sets forth the internal transfer and assignment process for School Psychologists. The terms of this Appendix do not in any other way modify or amend the provisions of the PAT/PPS collective bargaining agreement or its application to School Psychologists.

J.1 School Psychologist FTE Committee

J.1.1 A School Psychologist FTE Committee shall be established. The committee shall consist of five school psychologists selected by the Association, the Director of Special Education or designee. The School Psychologist FTE Committee (“FTE Committee”) shall work with the Special Education Director or designee to implement the School Psychologist staffing process.

J.1.2 School Psychologist assignments will be adjusted once every three years ~~including the staffing process in the spring of 2020 for the 2020-21 school year.~~ School Psychologists will be given the opportunity to drop a present school assignment and select a new school. To be eligible to participate in the site selection, a School Psychologist must have dropped at least one of their schools or be required to make a change because of FTE adjustment.

J.1.2.1 An exception to the 3-year stable FTE count for a building will be made in the event of a notable workload change for a site (e.g., increased caseload created by new housing development, substantial enrollment increases).
This includes a situation where there is a change in District programming.

J.2 Rules for Site Changes

J.2.1 Site reassignment is by seniority (i.e., if two people want the same site, the person with the higher seniority gets it), with exceptions granted to buildings shared by two School Psychologists, as outlined below:

J.2.1.1 Buildings with a 1.0 FTE assignment or less should be filled by only one School Psychologist. On rare occasion, exception may be made by agreement between the School Psychologists and administration;

J.2.1.2 If the building FTE increases, and there are two School Psychologists in the building, the person with the most FTE in the building shall have the choice to increase FTE. If that School Psychologist declines, the second School Psychologist in the building gets the choice;

J.2.1.3 If a building is split between two School Psychologists and one of them is retiring/leaving, the other School Psychologist has the choice to change their FTE in the building to take that position.

J.2.2 A School Psychologist may only participate in site selection if their site assignment no longer equals their FTE. (This includes if they have dropped all or part of their site assignment.)

District Mediation Package Offer -Appendix J - 11/11/23

- J.2.3 A School Psychologist may drop as many of their sites as they like, but shall only have three (3) site choices in the selection process.
- J.2.4 If a School Psychologist does not get their 1st, 2nd, or 3rd choice in the selection process, or if they have FTE that remains unassigned, a site will be assigned to the School Psychologist at the end of the selection process by the FTE Committee.
- J.2.5 School Psychologists are encouraged to fill their FTE with one or two sites when possible (e.g., for a 1.0 FTE position, a School Psychologist should select: a 1.0; a 0.8 and a 0.2; or a 0.6 and a 0.4).

A School Psychologist on a Plan of Assistance (POA) shall generally not be allowed to transfer. Exceptions may be made by the Special Education Department.

- J.2.6 School psychologist assignments that become vacant after this selection/placement process (e.g., at the end of year, summer, mid-year, etc.) are to be considered interim placements for that school year and will be posted in the following school year staffing process.

J.3 The process will be completed as follows:

- J.3.1 School Psychologist assignment adjustments shall be in alignment with adjustments to each building's School Psychologist FTE.
- J.3.2 The Special Education Department shall send out information regarding building FTE and vacancies, along with staff seniority lists, to all School Psychologists prior to the selection event described in Section J.6.
- J.3.3 School Psychologists shall have five (5) workdays to review the vacancy list and changes to their current assignment caseload based on the FTE formula. School Psychologists shall email the Special Education Department to state which part of their assignment they are dropping if necessary due to FTE changes (e.g. if a School Psychologist has a 0.6 and a 0.4, but the 0.6 increased count to 0.8 while the 0.4 remained 0.4, the School Psychologist must drop at least one of those schools). School Psychologists may also drop a school or schools based upon their desire to change sites.
- J.3.4 Within five (5) workdays the Special Education Department shall email an updated building vacancy list to all School Psychologists. The updated list shall include the vacancies plus the schools that have been dropped by School Psychologists due to want or need to change assignments.
- J.3.5 School Psychologists shall be provided five (5) additional workdays to review the updated list and submit a school to drop by emailing the Special Education Department. If a School Psychologist does not submit a site to drop prior to the end of this period, they are electing to keep that assignment for the following school year. If a School Psychologist must submit a site to drop (due to the count now totaling more than the School Psychologist's FTE) and fails to do so, a choice will be made for them by the FTE Committee.
- J.3.6 A Final List (comprised of vacancies and dropped sites) shall be compiled by the Special Education Department and reviewed by the FTE Committee. The Special Education Department will email the Final List to all School Psychologists to review.
- J.3.7 After at least 5 workdays of review time, the School Psychologists' assignment Selection Event will occur. This event will be coordinated by the FTE Committee in

collaboration with the Special Education Department.

- J.4 The Selection Event for School Psychologists in need of additional FTE to complete their assignment shall be run as follows:
 - J.4.1 An index card or equivalent will be made for each available school site indicating the school's FTE.
 - J.4.2 A School Psychologist can select up to three (3) school sites by writing on the school/s index card their name, seniority number, and whether the school is their first, second, or third choice.
 - J.4.3 At the end of the event, the index cards will be used by the FTE Committee to make assignments based on seniority and in accordance with the rules (see above).
- J.5 Transfer Process for School Psychologists on Off Years (when no building FTE adjustments are made):
 - J.5.1 The Special Education Department shall email vacancies to all School Psychologists in the spring at the same time as the PPS internal transfer process. Third-year probationary and contract School Psychologists interested in the vacant sites shall respond by email to the Special Education Department with their preference.
 - J.5.2 The Special Education Department shall then email an updated list of vacancies to School Psychologists. School Psychologists shall be provided five (5) workdays to review the updated list and to respond by email to the Special Education Department with their preference.
 - J.5.3 If more than one School Psychologist is interested in a vacant site, reassignment will be granted by seniority. The Special Education Department shall make the assignments based on seniority and in accordance with the rules (see above); which shall be reviewed by the FTE Committee.
 - J.5.4 This will constitute the internal process for filling these vacancies before moving to an external process.
- J.6 Other Information Regarding School Psychologist Transfers and Workload
 - J.6.1 School Psychologists will not participate in fall balancing.
 - J.6.2 Workload fluctuations shall generally be handled within PLC's and through floater support.

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 In addition to contractually provided planning days, special education professional educators required to complete due process paperwork conference with parents and write IEPs shall be provided four (4) days of released time, per year, for that purpose. A special education professional educator may elect to use these days or the equivalent hours before or after the school year or outside his/her their workday at his/her 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.

DRAFT
Portland Public Schools Commitment

Tier III Mental Health and Rapid Response Team
For the school year 2024-2025

Tier III Mental Health and Rapid Response Team

Portland Public Schools, School District No. 1J, Multnomah County, Oregon (District) agrees to increase the number of full-time equivalency (FTE) staff in the Rapid Response Team to twelve (12) to be allocated upon ratification.

For the District:

Genevieve Rough
Senior Director Employee & Labor Relations

DATE