

Student-Centered Supposal- 10-25-2023

Article 2- See attached.

Article 6- See attached.

Article 7- Same as 09-22-2023 Student-Centered Package. Please see Supposal 10-17-2023 and previously presented schedules.

Article 8- See attached.

Article 9- Same as 10-17-2023 Student-Centered Supposal.

Article 10- Same as 09-22-2023 Student-Centered Package.

Article 12- See attached.

Article 13- Same as 09-22-2023 Student-Centered Package.

Article 15- Same as 09-22-2023 Student-Centered Package.

Article 16- Same as 09-22-2023 Student-Centered Package.

Article 17- Same as 09-22-2023 Student-Centered Package.

Article 18- Same as 09-22-2023 Student-Centered Package.

Article 20- Same as 09-22-2023 Student-Centered Package.

Article 23- Same as 09-22-2023 Student-Centered Package.

Article 30- Same as 09-22-2023 Student-Centered Package.

New Appendix XI- Same as 09-22-2023 Student-Centered Package.

New Appendix XII- Same as 09-22-2023 Student-Centered Package. ***

New Article XX1- Same as 09-22-2023 Student-Centered Package. ***

New Article XX2- Same as 09-22-2023 Student-Centered Package. ***

New Article XX3- Special Education. See Attached.

New Article XX4- Same as 09-22-2023 Student-Centered Package.

*** Working on Community Schools Package

**ARTICLE 2
ASSOCIATION
RIGHTS**

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

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

2.9 Bargaining Unit Member Information

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

2.10 School Board Meetings

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

2.11 Instructional Program Council (IPC)

- 2.11.1 The District recognizes the expertise of professional educators and the value for their participation in education program planning. Therefore, meetings between the Superintendent and/or ~~his~~ **their** designee(s) and representative of the Association shall occur monthly for the purpose of discussing the District's instructional programs.

- 2.11.1.1 While the District maintains authority over educational programming, items planned as major district-wide change and significant building-based initiatives shall be discussed in these meetings prior to implementation.

- 2.11.1.2 Agendas of this advisory council will be mutually agreed upon prior to each meeting.

- 2.11.1.3 Areas of discussion will include topics such as ongoing program implementation, new initiatives, language pathways, special education, school climate, and an overall MTSS approach. The parties agree that sufficient professional development, adequate resources and a clear implementation plan are essential to success of initiatives

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

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

2.13 Curricula And Professional Development Review Committee

- 2.13.1 **The District and PAT agree to create a topic called Curricula and Professional Development Review Sub-Committee of to the IPC agenda that shall meet at least 4 times**

a year to evaluate and approve district-wide curricula. The parties agree to evaluate discuss curricula and professional development ~~for~~ and its cultural competence, adherence to State and professional standards, designated supports and interventions for marginalized and underserved communities including and not limited to ELL and emergent bilinguals; Students receiving IEP services, students with historical and current trauma. All District employees will disclose any conflicts of interests or personal ties to companies and organizations considered or used in the process of Professional Development or Curricula. Meetings will occur during the contracted work day and Educators will be provided release time for attendance.

2.14 Student Success Act Design Team

- 2.14.1 The District and Association agree that the work of the Student Success Design Team will be ongoing and will include regular review of the District's Continuous Improvement Plan (CIP) and the data used to develop and implement the CIP.**
- 2.14.2 The District and the Association shall ensure that stakeholder input (staff, families, and students) will be the key part of the data collected and reviewed.**

2.15 Climate Justice Committee

- 2.15.1 The District recognizes the expertise of professional educators and the value for their participation in education program planning. The District shall continue to collaborate with the Climate Justice Committee that meets on a monthly basis to support the implementation of climate literacy and climate justice curriculum described in District Resolution No. 5272.**
- 2.15.2 The Climate Justice Committee shall review, design, and support the creation of curriculum and instruction related to climate justice, including curriculum standards, units of study, resources, and sample learning experiences. The Committee shall also review District initiatives, programs, and policies related to climate change.**
- 2.15.3 The Climate Justice Committee shall include District representatives, students, professional educators, school staff, and community members. No fewer than 50% of the Climate Justice Committee shall be comprised of members selected by the PAT. Professional educators who participate in the Climate Justice Committee shall be provided release time or paid at their per diem hourly rate for such extended time.**



ARTICLE 6 WORK YEAR

- 6.1 Except as provided by Article 16, paid extended responsibility assignments, paid extra duty assignments, and voluntary attendance at in-service classes are excluded from this Article and are covered by Article 16 and Appendix B.
- 6.2 Standard Work Year
- 6.2.1 The standard work year for professional educators shall be ~~192~~ **193** contract days consisting of:
- 6.2.1.1 ~~177~~ **176** instructional days
 - 6.2.1.2 ~~Six~~ **Four** and one half ~~(6 1/2)~~ **(4 1/2)** planning day
 - 6.2.1.3 **Four (4) grading days**
 - 6.2.1.4 Two and one half (2-1/2) Professional Development Days.
 - 6.2.1.5 Six (6) paid holidays **or seven (7) paid holidays for those Professional Educators whose workday extends over Juneteenth.**
- 6.2.2 The traditional state-wide in-service day shall not be part of the standard work year.
- 6.3 Extended/Reduced Work Year
- 6.3.1 The District, at its discretion, may extend the contract year for professional educators **who work in schools identified by ODE for comprehensive or targeted support** by up to ~~three (3)~~ **two (2)** additional professional development days paid at the professional educator's per diem rate of pay. These days shall be scheduled contiguous to the standard school year **through a collaborative process between the professional educators and the building administration. This section may be extended to professional educators for two (2) years after the comprehensive/targeted support designation has ended.**
- 6.3.2 The District shall determine the number of additional contract days in a 6.3.1 prior to **January 15th or the beginning of the staffing process in** the preceding school year, **whichever comes first.**
- 6.3.3 Professional educators working in schools that have a change in grade levels (e.g.: newly converted middle schools or newly converted PK-5 feeder schools) shall have mandatory additional paid professional development days added to their contract year. This only applies to the school year **of the prior to conversion and the school year of after the conversion.** Added days shall be as follows:
- 6.3.3.1 Newly converted middle schools: two (2) additional professional development days.
 - 6.3.3.2 PK-5 feeder schools: one (1) additional professional development day.
 - 6.3.3.3 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.
 - 6.3.3.4 Added days shall be compensated at the professional educator's per diem rate of pay.
 - 6.3.3.5 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.
- 6.3.4 Sections 6.3.1 – 6.3.3 are meant to extend the contract year for all positions.
- 6.3.5 New Professional Educators



6.3.5.1 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 ~~the Friday~~ **within one (1) week** 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 ~~any~~ newly hired bargaining unit member who did not attend the New Employee Orientation at the start of the School Year, and shall be held no later than 30 days after the unit member starts working. During the work week after one or more new employees are hired, The District shall invite and require the new hires to attend a sixty (60) minute Association orientation during the workday. The orientation shall take place at the District's central office, unless an alternative site is mutually agreed upon. All new hires and designated Association representatives who attend the orientation shall not suffer a loss of pay or benefits.

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

6.3.5.2 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.

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

6.3.7 ~~Media specialists/~~ **Teacher**-librarians shall be placed by the District on a work year of 202 days or 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.

6.3.8 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 days.~~

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

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

6.5.4 One-half (1/2) of ~~planning~~ **grading** day time may be used by administration for meetings with Child Development Specialists, **QMHPs, School** Social Workers, School Psychologists, Audiologists, and Student Service Specialists.

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

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

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

~~6.5.8 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 six (6) 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. [Moved to new SPED article.]~~

6.6 Professional Development Days



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

For any scheduled Professional Development, half of each Professional Development session will be member-directed work time. Administrator directed professional development shall be planned in collaboration with the staff, taking into consideration individual, team, building, District needs, and cultural responsive and affirming practices. School counselors will be given the opportunity to have professional development on these days for the purpose of becoming familiar with required curricular materials. They shall also have access to those curricular materials throughout the year by request.

The District shall prioritize providing training for educators on new curriculum and new initiatives within the work day and work year. Therefore, the District may, in compliance with ODE Rule 581-022-2320-6.d ORS 362.444 OAR 581-022-2320(6)(d), schedule additional professional development time.

6.7 Evening Events / Parent-Teacher Conferences

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

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

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

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

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

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

~~6.7.7 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):~~

~~6.7.7.1 Options for consideration in this pilot include but are not limited to:~~

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

~~i. Logistics related to things like dinner breaks for teachers and time beyond which~~

- ~~conferences can't be schedule must be considered~~
- ~~ii. Exploring if HS should do something different~~
 - ~~(1) First day open conference and second day invite only; or~~
 - ~~(2) Spring conferences~~
- ~~iii. Video conferencing~~
- ~~b. Pilot must take into consideration other groups that may be affected such as:~~
 - ~~i. Custodians~~
 - ~~ii. Nutrition Services~~
 - ~~iii. Transportation~~
 - ~~iv. Educational Support Professionals~~
- ~~c. With respect to the pilot references above, the District shall circulate a bulletin following the 2016 Fall Parent/Teacher Conferences to Senior Directors and building leadership encouraging and promoting the ability to explore new ways to conduct Parent/Teacher Conferences for the 2019-20 school years.~~
- ~~d. The District's Office of School Performance (OSP) will summarize the results of the pilot referenced above and present that summary to PAT Contract Administration Committee no later than May 1 of each year.~~

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

6.9 School Calendar

- 6.9.1 By January 15 of each year, the Association shall submit to the Superintendent its recommendations regarding the school calendar for the subsequent school year. With respect to the calendar ultimately adopted, the District retains the right and authority to change the days on which school shall be held and make other adjustments to the school calendar; provided such adjustments are consistent with this article. No change in this calendar shall result in any reduction of the annual salary provided for professional educators by this Agreement or in increasing the aggregate number of workdays without the consent of the Association.
- 6.9.2 Professional Development days and planning days shall be set in the school calendar before the end of the prior school year.
- 6.9.3 The following shall be considered when determining the school calendar:
 - 6.9.3.1 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.**
 - 6.9.3.2 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

6.9.4 Inclement Weather



- 6.9.4.1 **Should inclement weather result in fewer instruction hours than called for in OAR 581-022-2320**, the District may ~~utilize schedule~~ up to a total of three inclement weather make-up days for school closures. Days not scheduled in advance on the District school calendar may not be required make up days.
- 6.9.4.2 With thirty (30) day notice, the District may use Presidents' Day as one of the three make-up days.
- 6.9.4.3 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.
- 6.9.4.4 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.~~
- 6.9.4.5 The District counts instructional minutes and parent-teacher conference days towards meeting the state required instructional time.
- 6.9.4.6 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.**
- 6.9.4.7 The District will consider inclement weather when setting the seniors' graduation date.

ARTICLE 8 WORKLOAD

- 8.1 Except as provided by Article 16, paid extended responsibility assignments, paid extra duty assignments, and voluntary attendance at in-service classes are excluded from this Article and are covered by Article 16 and Appendix B.
- 8.2 The workload of professional educators shall be generally comparable to that which existed in the 2017-18 school year.

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

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

If, as a result of funding shortages, the District chooses to exceed the caps, the families/guardians of the students affected will be informed within a week that their student's educator has exceeded their cap.

8.3 **Overload Pay Class size and Caseload**

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

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

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

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

- a. **Within ~~one week~~ two weeks, move students to meet the limit.**
- b. **Within ~~one week~~ two weeks provide .5 FTE educational assistant for an elementary general education classroom, or a paraeducator for a special education classroom. ~~Educational Assistants or Paraeducators assigned to classrooms to address overage shall not be used for other building needs.~~ Except as provided in 8.3.2.2, the professional educator may decline the assistant or paraeducator and select the stipend, or**
- c. **Pay any professional educator over a threshold a stipend equal to 1.5% of the base BA+0 salary per semester; except for the two exceptions noted in the table in 8.3.3.1. ~~the amount listed in the chart in 8.3.3.1.~~**

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

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

8.3.2.4 The methodologies for determining which classes are regular or performance classes and how to count students in certain class configurations are addressed in Sections 8.3.6 and 8.3.7.

~~8.3.2.5 For professional educators in multiple buildings, or for professional educators working less than 1.0 FTE, the stipend will be prorated.~~

8.3.3 ~~**Target Size, Overload Pay Thresholds, Class Cap Percentage Charts the thresholds. The following class/caseload target sizes shall be established solely to identify the ideal target sizes for classes or caseloads but will not lead to additional compensation for individual educators.**~~

8.3.4

8.3.4.1 To provide the parents and students who make up Portland Public Schools community a safe and productive educational environment, Effective July 1, 2018 ~~2023~~, the following **class/caseload target sizes and**, teaching/caseload **overload numbers, and class/caseload caps** thresholds shall be established. ~~with the expectation of providing overload pay to individual professional educators if the District chooses to exceed the target size these thresholds. the thresholds. The following class/caseload target sizes shall be established solely to identify the ideal target sizes for classes or caseloads but will not lead to additional compensation for individual educators.~~

~~8.3.4.2 If the District chooses to exceed the caps, the families/guardians of the students affected will be informed within a week that their student's educator has exceeded their cap.~~

a. Elementary (K-5)

Position	Target Size	Teaching Load Threshold for Overload Pay Class Size Cap	% of Base Salary increased per Student over the Thresholds Target Size
K	18	23	Increase salary by 5% (.5% each pay period) per student over 20 (triggered by first student over)
1	20	25	Increase salary by 5% (.5% each pay period) per student over 22 (triggered by first student over)
2-5 (and self-contained 6 th grade)	22	26	Increase salary by 5% (.5% each pay period) per student over 24 (triggered by first student over)
Elementary Specialists Core Enrichment Professional Educators* including teacher librarians	26	Determined by average overload class size cap of the building, beginning with the average of 1.0 overage. The average will be rounded to the closest whole number thereafter	Increase salary by 5% (.5% each pay period)

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

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

Position	Target Size	Teaching Load Threshold for Overload Pay Teaching Load Cap	% of Base Salary increased per Student over the Thresholds Target Size
MS Professional Educators	125	150	Increase salary by 5% (.5% each pay period) per five students over 125 (triggered by first student over)
HS Professional Educators	135	160	Increase salary by 5% (.5% each pay period) per five students over 135 (triggered by first student over)
MS/HS Physical Education Professional Educators	150	175	Increase salary by 5% (.5% each period) per five students over 160 (triggered by first student over)
MS/HS Performing Arts Professional Educators	175	225	Increase salary by 5% (.5% each pay period) per ten Students over 185 (triggered by first student over)
HS Performancee Class Teachers		225	Increase salary by 5% (1.5% each semester) per five Students over Threshold (triggered by first student over)

c. Overload Pay for Special Education Teachers and Specialists

Position	Target Size	Teaching Load Threshold for Overload Pay Class Size/Caseload Cap	% of Base Salary increased per Student over the Thresholds Target Size
Special Education Teachers Special Schools Program (Pioneer)	7	10 students	Increase salary by 5% (.5% each pay period) per students over 7 (triggered by first student over)
Special Education Teachers Self Contained- Focus Classrooms	7	10 students	Increase salary by 5% (.5% each pay period) per student over 7 (triggered by first student over)
Special Ed. Teachers (Learning Center HS)	22	28 students	Increase salary by 5% (.5% each pay period) per student over 22 (triggered by first student over)
Special Ed. Teachers (Learning Center MS)	21	26 students	Increase salary by 5% (.5% each pay period) per student over 21 (triggered by first student over)
Special Ed. Teachers (Learning Center PK-5)	20	25 students	Increase salary by 5% (.5% each pay period) per student over 20 (triggered by first student over)
Speech and Language Pathologists	30	40 students	Increase salary by 5% (.5% each pay period) per 2 students over 32 (triggered by first student over)
Speech and Language Pathologist Assistive Tech and Feeding Team	1 to 75	1 to 125	Increase salary by 5% (.5% each pay period) per 10 students over 85 (triggered by first student over)
School Counselors (All levels)	1 to 250	1 to 350 students	Increase salary by 5% (.5% each pay period) per 20 students over 270 (triggered by first student over)
Middle School Teacher Librarians/Media Specialists	1 to 500	1 to 600 Students with credit of 375 students for full-time library assistant	Increase salary by 5% (.5% each pay period) per 25 students over 525 (triggered by first student over)

High School Teacher Librarians/Media Specialists	1 to 900	1 to 1100 Students with credit of 425 students per full-time library assistant and/or 325 students per fulltime book clerk.	Increase salary by 5% (.5% each pay period) per 50 students over 950 (triggered by first student over)
School Psychologists	1 to 500	1 to 600	Increase salary by 5% (.5% each pay period) per 20 students over 520 (triggered by first student over)
School Psychologists in buildings with 25% or more special education students	1 to 110	1 to 135	Increase salary by 5% (.5% each pay period) per five (5) students over 115 (triggered by first student over)
School Social Workers	1 to 400	1 to 500	Increase salary by 5% (.5% each pay period) per twenty (20) students over 420 (triggered by first student over)
ESL/ELL	1 to 30 Newcomers and Students with Interrupted Formal Education shall be counted as 1.5 students	1 to 40	Increase salary by 5% (.5% each pay period) per 2 students over 32 (triggered by first student over)
Adapted PE	1 to 36	1 to 50	Increase salary by 5% (.5% each pay period) per 2 students over 40 (triggered by first student over)
Community Transition Program	Team 1 - 7 Team 2 - 13 Team 3 - 22	Team 1 - 10 Team 2 - 18 Team 3 - 28	Increase salary by 5% (.5% each pay period) per student over the target (triggered by first student over)

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

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

8.3.6 The methodology for identifying performance classes is as follows:

Classes such as ~~PE~~, band, choir, physical education and theater are performance classes. Any class that is more like a traditional academic class such as history or biology would not be considered a performance class. For example, Sports Physiology, which is listed in the course description as a challenging academic course requiring course work and study is a course more akin to biology and is not a performance class. History and literature of the theater is more akin to literature courses and is not a performance class. Drama – Stage craft is more akin to performance classes like Dance Technique or Weight Training. Classes labeled as “student support, tutorial, and study

skills" shall be classified as regular classes. Performance classes are distinguished by being more of the nature of a "performance" or "production" as compared to a traditional "academic" class in which there is direct instruction. The parties shall meet as necessary (but at least annually) to review the list of classes and to determine if new classes should be listed as performance classes for purposes of Article 8.

8.3.7 Special student count rules:

- a. Teaching Assistants and Peer Mentors shall not be counted towards student loads, so long as the teacher voluntarily agrees to have these students in ~~his/her~~ **their** classroom and so long as the total number of teaching assistants or peer mentors for a full-time teacher does not exceed ten (10). A teacher shall not accept more than ten (10) teaching assistants or peer mentors.
- b. All students shall be counted as a minimum of 1 student for all counts.**
- c. Students in an independent study do not count on that teacher's load, so long as the teacher voluntarily agrees to have the student in ~~his/her~~ **their** classroom and there are no more than two (2) students in the independent study per class period, and no more than a total of six (6) students in independent study. A teacher shall not accept more than two (2) students per period in independent study or more than six (6) total.
- d. Students in "double blocks" shall be counted in each class.
- e. ~~The target size and average number for any blended class shall be the lower of the two grade level groups. For example, a 3rd/ 4th class shall be counted as if it was a 3rd grade class.~~**
- f. Any student who is not covered in 8.3.7.a or 8.3.7.c shall be considered part of the educator's student load and count towards ~~average pay and~~ class size calculations.**

8.4 ~~Overload~~ Relief for Exceeding a Number of Unique Preparations

- 8.4.1 Section 8.4 shall remain in effect in a status quo period.
- 8.4.2 The District will pay \$1,000 per semester to a professional educator who functions as a high school, middle school or departmentalized 6-8 grade classroom teacher for each additional unique preparation over three (3). The District will produce a report of preparation each semester to monitor and inform the District and Association of the situation.
- 8.4.3 Preparations are defined as the number of unique courses for which a professional educator must prepare (e.g., Algebra 1, US History). AP and IB courses shall be considered unique courses. **A preparation is understood to be any student contact time in which professional educators are required to perform any two or more of the following activities: Taking attendance, Creation of or use of curriculum materials, Assessment of student work, Delivery of content or information, Facilitation of group or individual activities, Communication about student performance to other parties, Issuing grades or other formal performance data.**

8.5 Duties

Duties assigned during the workday to professional educators shall not infringe upon their duty-free lunch period and/or planning time. Good faith consideration of fairness and balance will be made in assigning such duties to professional educators.

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

8.6 Progress/Grade Reports

- 8.6.1 Professional educators shall be responsible for no more than four (4) progress/grade reports per year, except a mid-term report may be necessary when a student is in danger of failing or ~~her/his~~ **their** behavior or achievement shows a significant decline.
- 8.6.2 Professional educators shall make arrangements as may be necessary to meet with students and parents at reasonable times outside the normal workday. Regularly scheduled parent conference days are not covered by this Section.

8.7 Substituting for other Professional Educators

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

Professional Educators shall have the right to select their substitute teaching colleagues for any absence of less than ~~sixty (60)~~ forty five (45) consecutive days.

8.7.2 Site Support Instructors (SSIs)

- 8.7.2.1 The parties have agreed to establish a licensed teaching personnel position entitled Site Support Instructor (SSI). This position shall fall within the scope of the School District No. 1 Multnomah County Oregon and Portland Association of Teachers Collective Bargaining Agreement (CBA).
- 8.7.2.2 ~~Starting in the 2017-18 school year,~~ the District may engage up to ~~15~~ **30** Site Support Instructors. The number of SSI and the location shall be determined by the District prior to staffing. The District shall review the data for the current and previous school year ~~past~~ and select **buildings schools** based on the percentage and number of unfilled substitute jobs in the building. For purposes of Article 18, Transfers the District shall reassign current SSIs to buildings for the next school year **prior to the internal staffing process** so that SSIs **will** know their assignment for the following year prior to considering other assignments. SSIs **may apply in the internal and external** staffing process as otherwise provided in Article 18.
- 8.7.2.3 The SSI is considered a regular member of the staff in the building to which ~~s/he~~ **they** is assigned and will not be used to fill vacancies at other buildings.
- 8.7.2.4 The SSI will be provided a workstation at the building to which ~~s/he~~ **they** is assigned with computer access and a District email address.
- 8.7.2.5 The SSI will not be used in place of requesting a substitute through the District substitute system.
- 8.7.2.6 The SSI will not be used for long-term substitute positions.
- 8.7.2.7 The SSI may be used in a variety of classroom settings in any one day. However, a SSI may not be assigned to cover the work of more than one professional educator each day.²
- 8.7.2.8 The SSI may be utilized to cover classroom instruction so that another professional educator may attend to a need designated by the building administrator or the building administrator's designee.³
- 8.7.2.9 Generally, the SSI will not have a disproportionate amount of duty/supervision in any given day.
- 8.7.2.10 All the terms and conditions of the Agreement shall apply to the SSI except:
 - a. The SSI may work an adjusted daily work schedule to meet the demands of planning for

instruction with little notification. The daily work schedule will be determined collaboratively between the SSI and the building Administrator or the building Administrator's designee.

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

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

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

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

8.8 ~~Mother~~ **Lactation** Friendly Workplace

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

8.9 ~~IEPs~~ **Student Plans**

- 8.9.1 Professional educators who are required to conference regarding ~~IEPs or 504s~~ shall have a substitute provided to allow for such meetings to occur within the workday. If a professional educator volunteers to attend such conference outside of the workday, such member shall be compensated at ~~his/her~~ **their** per diem hourly rate for conferences which take place beyond the contract day. A professional educator who chooses to conference during ~~his/her~~ **their** individual planning time, including the 15 minutes at the end of the work day, can do an equivalent amount of planning time outside of the work day and be compensated at ~~his/her~~ **their** hourly rate for the length of the conference. **(*IEP language from Article 8 moved to Sped article)**
- 8.9.2 Professional educators who are required to write student plans other than IEPs, including Gifted Student plans or 504 plans, shall be provided at the professional educator's option either release time or compensation at ~~his/her~~ **their** per diem hourly rate. ~~One hour~~ **Two hours** shall be allotted for each student plan **and one half (1/2) hour for each plan revision.**

8.10 ~~Special Education Spaces and Materials~~

~~Special Education professional educators shall have:~~

8.10.1 ~~A dedicated office space/classroom;~~

8.10.2 ~~Copies of all instructional, academic, and curriculum materials available in the classroom for all the grade intervention levels for which the Special Educator provides services, including student materials; and~~

8.10.3 ~~Materials and curriculum for social/emotional skill needs of the students available in the classroom;~~

8.10.4 ~~The materials required by 8.10.2 and 8.10.3 shall be provided to the Special Education educator prior to the start of the school year;~~

***Content of 8.10 has been moved to the new Sped article.**

- 8.11 The District shall supply and maintain materials in current adoptions. The District shall provide all professional educators with related core instructional materials and an opportunity for in-service before

requiring implementation of new adoptions, programs or curricula.

8.12 Curriculum Materials in Language of Instruction

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

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

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

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

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

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

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

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



ARTICLE 12 COMPENSATION

12.1 Salary Schedules

- 12.1.1 Index. The salary schedule indices are set forth in Appendix A-1.
- 12.1.2 Appendix A-2 sets forth the basic annual salaries for the period July 1, ~~2023, 2020~~, through June 30, ~~2026 2022~~. The ~~2021-2022~~ **2023-24** salary schedule shall be increased by ~~8.5%~~. **The 2024-2025 salary schedule shall be increased by 7.06-05.5% or the January 2024 West Coast Consumer Price Index Urban (CPIU) published in February 2024, whatever is greater. The 2025-2026 salary schedule shall be increased by 6.05.0% or the January 20256 West Coast Consumer Price Index Urban (CPIU) published in February 20256, whatever is greater.**
- 12.1.3 Professional educators with a doctorate degree in field related to assignment shall receive an additional \$2,000 per school year.
- 12.1.4 Professional educators who have received and retain a National Board Certification for Professional Teaching Standards shall receive an additional \$1500 per school year. Only Professional Educators with NBCPTS will receive this stipend after July 1, 2020. Stipends paid inadvertently to professional educators for national board certifications other than NBCPTS will be grandfathered until June 30, 2020 and then discontinued. The District and The Association agree to convene a workgroup to review appropriate stipends for certifications available to educators by June 30, 2019. Professional educators who earn/receive other certifications from National Boards (or State Boards if National Boards do not exist) shall also receive the additional \$1500 per school year.**
- 12.1.5 ~~Effective the 2021-2022 school year, p~~Professional educators who teach in the target language in a DLI program shall receive an annual stipend of \$3,000. Educators who work less than full time in a DLI program will receive a prorated stipend based on their FTE.
- 12.1.6 ~~Effective the 2021-2022 school year, p~~Professional educators shall receive a \$1,500 annual bilingual/multilingual stipend in accordance with Appendix I. **Professional educators who are asked to use bilingualism in the performance of their regular job duties shall receive an annual stipend of \$1500.**
- 12.1.7 Educators who are asked to perform additional duties to assist with building translation/interpretation needs shall do so on a voluntary basis and be compensated at the educator's per-diem hourly rate.**

12.2 Salary Placement

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

12.2.1 Educational Credit

- 12.2.1.1 At such time that the State of Oregon requires completion of a "5th year" program for licensure, new professional educators shall be given credit for the hours required following the Bachelor's degree for completion of a "5th year" program up to a maximum of forty-five (45) quarter hours. Currently employed professional educators, who have completed a "5th year" program but were not given credit at the time of employment, shall be given credit on the salary schedule up to the BA+45 column.
- 12.2.1.2 **Career and Technical Education (CTE) Vocational** professional educators may receive credit for technical coursework taken at a community college. Such courses shall be relevant to the professional educator's field of preparation and to service as a professional educator in this District.

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

12.2.1.4 Multiple Graduate Degrees and Graduate Credits

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

- a. Educational experience (lane advancement) shall be granted for any fully completed graduate degree (MA, MFA, JD, PHD, etc.), regardless of date of licensure.
- b. Column salary credit (lane advancement) will not be limited to a single graduate degree.
- c. Educational experience would be based on the order the graduate degrees were earned. The first graduate degree earned would advance the professional educator to the MA lane. The second graduate degree earned would count as graduate credits beyond the MA+O 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 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 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 administrative and teaching**

experience in a PK-12 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:
- 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.
 - 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.
 - The District shall use a form to verify professional educator experience that is appropriate to the field of work being verified.**
- 12.2.2.10 School **and clinical** psychologists' placement and progression shall be on the MA+45/BA+105 column of the salary schedule with one (1) step for each full year of experience as a full-time school psychologist and one (1) step for each year of experience as a teacher, counselor, clinical psychologist or similar occupation.
- 12.2.2.11 Speech and Language Pathologists' placement and progression shall be on the MA+45/BA+105 column of the salary schedule with one (1) step for each full year of experience as a full-time teacher or speech and language pathologist and one (1) step for each two (2) years of experience as a part-time teacher or speech and language pathologist with part-time meaning at least half time.
- 12.2.2.12 **Professional educators who are required, for licensure to complete a practicum/apprenticeship program(s) 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.**
- 12.2.2.13 Initial placement for social workers shall be determined the following way:**
- 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),
 - 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,**
 - and 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).

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

- a. One step for each full year of experience as a social worker, teacher, counselor, child development specialist, behavior management specialist, student service specialist or in a similar occupation as determined by the District.
- b. Credit will be given for relevant coursework beyond a Bachelor's Degree taken after initial employment in a position similar to that as a social worker, teacher, counselor, child development specialist, behavior management specialist, student service specialist or similar occupation. Credit will be given for Master's degree.

12.3 Salary Advancement

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

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

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

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

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

12.4 Retirement Stabilization

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

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

12.5 Payroll Checks

12.5.1 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.

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

12.5.3 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.).

- 12.5.4 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.~~
- 12.5.5 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.
- 12.5.6 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.

12.5.7 Part-time and Extended Contracts

- 12.5.7.1 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.
- 12.5.7.2 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.

12.6 Special Salary Provisions

- 12.6.1 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.
- 12.6.2 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.

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

- 12.6.2.2 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.

- 12.6.2.3 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.

- 12.6.2.4 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.**

- 12.6.2.5 A professional educator appointed to substitute in an administrative or supervisory position shall be paid ~~his/her~~ **their** teaching salary plus 0.17 times the base salary daily rate per working day for a short-term emergency period ~~not to exceed one (1) or two (2)~~

consecutive days. When the professional educator assumes full responsibility for the administrative or supervisory position for **a period of three consecutive days or more** ~~an extended period of time, s/he they~~ shall receive the pay of the regular appointment. ~~A professional educator who serves in such position while the principal is in the city, but out of the building for one half (1/2) day or more, shall receive such pay. If a principal is out of the city or incapacitated, a substitute for the professional educator shall be provided in addition to such pay.~~

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

12.6.2.7 Professional Educators of Outdoor School 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.

12.6.2.8 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.

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

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

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

12.7 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.

12.8 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.

NEW Article XX3 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). ~~No significant changes or modifications to current service delivery models used in the District shall be made without mutual agreement of the parties.~~

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.

If Portland Public Schools forms a Special Education steering committee or staff advisory ~~other similar committee, The President of the Portland Association of Teachers may appoint~~ up to 6 representatives will be appointed by the association (appointed members will make up 50% of the committee members). Release time or extended hours will be utilized to allow for educators to participate.

Full Continuum of Special Education Services (formerly Art 9.5)

XX.2 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. The District will allocate support as defined in the student's individual education plan (IEP). ~~The District will provide sufficient seats in a variety of programs to meet students' identified special education needs. To effectively monitor the extent to which the District is meeting its obligations to provide a full continuum of Special Education services, including but not limited to the allocation of staff to fully implement Individualized Education Plans, the District and the Association shall regularly review through the Contract Administration Committee how effectively the District is providing a full continuum of Special Education services. In addition to reviewing and identifying any problems in the provision of services, the parties will by mutual agreement implement specific actions to address staffing or other obstacles identified in the Contract Administration that are preventing the District from providing a full continuum of Special Education services.~~

Individual students' special education services and service delivery model are determined by the **building level** IEP team ~~that directly works with the student at the building 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 not available, additional **staff and** resources will be provided at the current building level to meet the needs of the student.

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.

Staff Ratios and Caseloads

XX.5 The District shall adhere to the Special Education class size and special educator caseload caps delineated in Article 8 of this agreement.

XX5.1 Caseload refers to the number of students for which a staff member is providing services and/or case management. ~~Special educator caseloads will be defined as the number of students in which professional educators are required to perform any two or more~~ **Providing services means performing two or more of** ~~Services may include but are not limited to~~ the following activities: assess students, attend IEP process meetings (including the initial evaluation process for students with signed consent), track student progress data, write evaluation reports, create materials for the student, facilitate group or individual activities, provide ongoing consultation with staff.

XX5.2 Case Management (current proposal 7.1.1.1 and existing language of Overage Settlement)

XX5.2.1 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.

XX5.2.2 Starting the 2024-2025 school year, ~~in recognition of additional time required beyond the regular contract day,~~ **in order to recruit and retain educators,** special education professional educators, ~~who are required to conference with parents and~~

~~write IEPs and special education teachers on special assignment who carry a caseload,~~
will receive an annual stipend of \$3000 (three thousand dollars) for that purpose.
Special education educators who work less than full time will receive a prorated stipend based on their FTE.

XX5.2.3 All special education case managers will receive a case management period each day for due process paperwork, evaluation work, and IEP work. At the elementary level, the case management period will be at least 40 minutes per day, and no less than 320 minutes total per week. At the middle school and high school levels, the case management period will be not less than the equivalent of one standard class period per day. High school special education educators will receive a substantially equivalent amount of case management time as other special educators. School Psychologists and Speech Language Pathologists are also entitled to self-schedule a period of time each day equivalent to a standard class period (or at least 40 minutes per day, and no less than 320 minutes total per week, for those at the elementary level) for due process paperwork, evaluation work, and IEP work. These periods of time for special 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 7.8* (subject to change). Educators shall have access to students during their case management time. Scheduling of this time will be determined by mutual agreement between the Educator and Administrator.

~~Special educator caseloads will be defined as the number of students in which professional educators are required to perform any two or more of the following activities: assess or screen students, attend IEP process meetings (including evaluation planning), track student progress data, write evaluation reports, create materials for the student, facilitate group or individual activities, provide ongoing consultation with staff.~~

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

Special Education Policies, and Procedures

XX.6 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 ~~each school year by October 15~~ 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 8.2.**

Rights of Educators Supporting Students Receiving Special Education Services

XX.7 All special education and general education teachers will be provided:

7.1.1 access to a copy of the IEP/IFSP (as provided by law) of a student that they serve as soon as it becomes available. **This** includes relevant records/reports in alignment with FERPA requirements ~~such as any information regarding~~ related services, medical alerts, transportation needs, behavior or safety plan, evaluation reports, functional behavioral assessments, placement determinations and any other pertinent records, **before the student is assigned to the educator's classroom. Prior to the student's arrival, the professional educator will be provided release time to review documents and prepare for the student to join their class. If this is not provided the professional educator will be provided with one full working day ~~have at least 24 hours notice~~ before a student begins in their classroom or on their caseload.**

7.1.2 **district-provided time to** review the IEP/IFSP with any relevant specialists before the student is assigned to an educator's classroom;

7.1.3 **district-provided time to** have access to regular consultation and support from special education staff in order to ensure implementation of the IEP/IFSP;

7.1.4 request the IEP/IFSP of a student assigned to their class be reviewed for possible ~~modification~~ **amendment**; and;

7.1.5 request a meeting with special education administration to discuss adding district support and/or a change of placement when a student's needs are consistently interfering with the educator's work in a way that either creates an unsafe work environment for the educator or does not allow for other students' IEPs to be fully implemented.

XX.8 IEPs (~~Move from Article 8.9 and 8.10 in Article 8 proposal~~)

XX8.1 Professional educators who are required to conference regarding IEPs ~~or 504s~~ **(**Already moved to 8)** 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.9 Special Education Spaces and Materials

Special Education professional educators shall have:

XX.9.1 A dedicated **office space**/classroom;

XX.9.2 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; Access to age appropriate intervention materials for which the Special Educator provide services; and copies provided upon request; and

XX.9.3 Materials and curriculum for social/emotional skill needs of the students available in the classroom.

XX.9.4 The materials required by b and c shall be provided to the Special Education educator prior to the start of the school year.

XX.10 Mentorship for Special Educators (NEW from proposal 21.1.4.12)

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.

10. Duty (To Be Determined)