

ARTICLE 18 TRANSFERS

18.1 Assignment Notices

- 18.1.1 "Assignment" is defined as the bargaining unit position in which a professional educator is placed.
- 18.1.2 "Transfer" is defined as a change from one assignment to another.
- 18.1.3 For purposes of determining competence under this Agreement, "subject" shall be defined in accordance with Appendix D. Competence is defined in Section 20.2.2.
- 18.1.4 A professional educator shall not be assigned to a position outside of ~~his/her~~ **their** licensure and competence except by mutual agreement between the professional educator, and the District.
- 18.1.5 Before the internal phase of interviews begins, administrators will either publish their initial assignments or notify staff in writing of their tentative assignments for the coming year. Professional educators shall be promptly notified in writing of any assignment changes that occur during the summer recess period.

18.2 Notice of Resignation/Vacancies

- 18.2.1 If a professional educator gives written notice of resignation (excluding resignation in lieu of termination, non-renewal or non-extension) or retirement no later than January 15th, the professional educator will receive \$1250. If a professional educator gives such written notice no later than February 15th, professional educator shall receive \$700. Such payment shall be received in the professional educator's final paycheck.
- 18.2.2 When written notice is received by a supervisor that a professional educator is resigning or transferring and will no longer occupy a position for the subsequent school year, the supervisor will promptly forward said notice to the Human Resources Department which will determine and validate that a vacancy exists. A vacancy shall be deemed to exist if the position is continuing for the subsequent year, or when a new position is created by the District.

18.3 Posting Procedures

- 18.3.1 As the District prepares to fill vacancies for the subsequent school year, but prior to the consideration of applicants from outside of the District, a posting of such vacancies, including special assignments, shall be made by the Human Resources Department.
- 18.3.2 Such vacancies shall be posted for a minimum of five (5) workdays. Posting is not required for vacancies to be occupied by unassigned professional educators, or to be occupied by other administrative transfers. Positions previously posted for which there were no qualified internal applicants need not be posted again.
- 18.3.3 Postings shall contain a description of the expected assignment (e.g., chemistry/biology, third grade, SLC-B, etc.) Preferred skills, training, experience and methodologies to be considered may be identified. Other desired building needs may also be included.
- 18.3.4 Professional educators shall have five (5) working days from the date of initial posting to submit a transfer request form with respect to a posted vacancy.
- 18.3.5 The five-day posting requirement shall be waived after ~~June-July~~ 1st. After ~~June~~ **July** 1, professional educators may make application for posted positions as they become available. Professional educators who have applied for positions prior to the closing date indicated on the posting will be given consideration as outlined in accordance with this Article. Such positions shall be posted for a minimum of three (3) workdays.
- 18.3.6 New vacancies ~~in ongoing positions~~ which become known ~~after July 31st within twenty-one (21) calendar days prior to the first workday~~ of the standard school year shall not be subject to the posting requirements in Section 18.3.5. **Newly created positions are subject to the posting requirements in**

Section 18.3.5.

- 18.3.7 Positions which are filled temporarily during the school year must be posted for the subsequent school year if the position continues, unless a position is to be occupied by a professional educator returning from a leave of absence as per Section 17.5.1 or to be occupied by an administrative transfer. **A temporary professional educator who has been assigned to the position for sixty (60) days or more may apply only for the position held during the internal transfer process. Such applicant shall be considered as an external candidate when compared to other internal candidates.**

18.4 Filling of Vacancies

- 18.4.1 The following shall apply to the filling of vacancies which occur **after July 31st** ~~near the beginning of the school year:~~

18.4.1.1 Current professional educators or newly hired professional educators shall be used to fill permanent positions that are vacant or new (except positions of professional educators who are on leave) on or before the first workday.

18.4.1.2 **Substitute teachers may be hired to fill all vacancies that occur after the first day of the school year prior to October 15.**

18.4.1.3 **After October 15, all such positions that are to continue for the remainder of the school year shall be filled by:**

- a. **transferring a current professional educator, or**
- b. **hiring the incumbent substitute as a temporary professional educator retroactive to his/her first day in the assignment, or**
- c. hiring a new temporary professional educator.

- 18.4.2 Vacancies due to long-term absences of the incumbent professional educator shall be filled as follows:

18.4.2.1 Those of **forty five (45)** ~~sixty (60)~~ workdays or less will be filled by substitute teachers.

18.4.2.2 Those of more than **forty five (45)** ~~sixty (60)~~ workdays will be filled as follows:

- a. If the length of the absence is not known at its beginning, the substitute shall become a temporary professional educator if retained beyond **forty five (45)** ~~sixty (60)~~ workdays. In such assignments, the temporary professional educator may be released at a normal break in the school year to allow for continuity of instruction as the regular professional educator prepares to return to the assignment.
- b. If a specific ending date beyond **forty five (45)** ~~sixty (60)~~ workdays is known at the beginning of the leave, a temporary professional educator shall be hired on the first day.

- 18.4.3 If qualifications are found to be equal, unit members requesting voluntary transfers shall be chosen over outside applicants.

18.4.4 Letters of Intent

18.4.4.1 Prior to the initial external phase, the District may **hire or issue letters of intent** to external candidates for hard-to-fill vacancies and to professional educators of color provided:

- a. Job applicants receiving a **letter of intent or job offer** shall be considered external candidates, **and shall not receive an assignment until during/after the initial external phase;**
- b. Job applicants receiving a **letter of intent or job offer** **not selected in the initial external interview stage (after the vacancies are posted externally and interviews take place)** shall be placed in a position; **after current educators have received their assignment;** and

- c. Job applicants receiving a **letter of intent or job offer** shall not cause any professional educator to be unassigned or laid off.

18.5 Professional Educator Initiated Transfer

- 18.5.1 Professional Educator initiated transfers are those in which a professional educator requests a transfer from one assignment to another.
- 18.5.2 A professional educator may initiate a transfer by making application for a posted vacancy. **A professional educator who files a transfer request for a posted position shall be subject to assignment in the position unless the professional educator notifies the supervisor by the end of the second day following the interview that the professional educator is no longer interested in the assignment.**
- 18.5.3 A professional educator who accepts a transfer is not eligible to apply for a subsequent transfer in the same year **unless said professional educator was initially involuntarily unassigned prior to applying for the initial transfer.**

18.5.4 Voluntary Unassignment with Rights

- A professional educator who has served in a building assignment for five (5) or more years may volunteer to be placed on the unassigned list along with other professional educators who are unassigned pursuant to Section 18.6.1 of this Article. Such volunteers shall be considered for voluntary administrative transfer. If no mutually agreeable voluntary administrative transfer occurs, they shall be continued in their present position.**
- 18.5.5 A professional educator making a timely transfer request shall be promptly notified when **they are** ~~s/he is~~ no longer under consideration. Professional educators with five (5) or more years of service with the District shall be interviewed except that in no case will a supervisor having three (3) or more vacancies be required to interview more than three (3) applicants for each vacancy. A supervisor with fewer than three (3) vacancies will not be required to interview more than five (5) applicants for each vacancy.
- 18.5.6 A part-time assignment which is identified as full-time for the subsequent school year may be filled by the incumbent professional educator **after the internal transfer process** if mutually agreed by the professional educator and the District, without posting as long as unassigned professional educators who are properly licensed for such assignment have positions.
- 18.5.7 **Professional educators on a Program of Assistance for Improvement which will continue into the subsequent school year may request a transfer to a posted vacancy.** Professional educators on a **Program Plan of Assistance for Improvement** shall not normally be approved for transfers. However, there may be occasions when a transfer into a more suitable assignment makes sense. If a transfer is approved, the Program of Assistance for Improvement shall continue in force, and the professional educator will not cite any additional work or adjustment required by the transfer as reason why expectations of the program cannot be accomplished according to the program timelines.
- 18.5.8 Two professional educators may trade assignments by transferring when approved by the responsible administrators and the Human Resources Department.

18.6 Administration Initiated Transfers

- 18.6.1 When the administration is of the opinion that a professional educator should be transferred the situation shall be discussed with the professional educator. All reasonably practicable efforts will be made to effect a suitable re-assignment fairly and objectively, including consideration of the professional educator's preference. A professional educator will be notified of the new assignment through consultation as soon as possible but at least seven (7) calendar days prior to the transfer date. Except in the annual staffing process in 18.6.2, an administrative transfer shall not result in a professional educator being "unassigned".
- 18.6.1.1 A professional educator who is administratively transferred to a different worksite and assignment or to a different grade level at the elementary level during the Summer Break, exclusive of the traditional spring round of transfers, shall be provided two (2) planning days to prepare for the new assignment.

- 18.6.1.2 A professional educator who is administratively transferred to a different worksite and assignment or to a different grade level at the elementary level after the work year has begun, exclusive of the traditional spring round of transfers, shall be provided two (2) planning days to prepare for the new assignment.
- 18.6.1.3 A professional educator who is assigned to a different subject area at the middle or high school level after the work year has begun, shall be provided two (2) planning days to prepare for the new assignment.
- 18.6.1.4 A professional educator who is relocated to a different room within a building after the work year has begun shall be provided one (1) planning day to prepare for the new assignment.
- 18.6.1.5 Such additional planning days shall be provided each time a professional educator is administratively transferred or relocated as described above.
- 18.6.1.6 Professional educators other than teachers shall discuss with their supervisor the revision of their schedule of activities to provide equivalent amounts of preparation time to that specified above.
- 18.6.1.7 Professional educators who are granted planning days to prepare for new assignments as described above shall have the option of receiving substitute time during the work year, or being paid at the professional educator's per diem rate of pay to complete the work outside of the work year or work day.
- 18.6.2 In the event that a tax base or levy failure, declining enrollment, program change, or change in funding results in reduction of staff in a building or program area, transfer of staff will be based on educational criteria as described below with respect to the program requirements as determined by the District. Volunteers will first be requested and considered from among the appropriately licensed professional educators. Such volunteers shall be selected for transfer if they are from within the grade level(s) or subject matter area(s) where the positions are to be eliminated provided the volunteer(s) are not on a ~~Program Plan~~ of Assistance for Improvement. In the absence of volunteers, the professional educator having the least seniority in the District shall generally be transferred. Exceptions to seniority may be made by the responsible administrator based only upon any of the following ~~educational~~ criteria: with the understanding that reference to a professional educator in 18.6.2.1 – 18.6.2.6 refers to within a given job classification, such as Teacher, Social Worker, School Psychologist, Student Services Specialist, Child Development Specialist, and Audiologist:
 - 18.6.2.1 The professional educator(s) being retained has/have unique licensure for a specific existing assignment being considered;
 - 18.6.2.2 Gender balance: Transfer of a professional educator would decrease the building's percentage of under-represented male or female professional educator to less than thirty percent (30%) (or primary/intermediate/upper grades percentage in an elementary building);
 - 18.6.2.3 Racial balance: If transfer of a professional educator would decrease the building's percentage of minority teachers to less than the student minority percentage in the building or below the percentage of minority professional educators in the District;
 - 18.6.2.4 That professional educator being retained has bilingual (or multilingual) ability relevant to the assignment (See Appendix I);
 - 18.6.2.5 The professional educator(s) being retained has an extended responsibility assignment as defined in Appendix B which is an extension of a classroom subject taught (e.g., drama, forensics, music, yearbook, newspaper) or is a department chairperson, head teacher or unit leader;
 - 18.6.2.6 **Transgender/Nonbinary/Gender-Nonconforming: If transfer of a professional educator would decrease the building's percentage of transgender/nonbinary/gender-nonconforming teachers to less than the student transgender/nonbinary/gender-nonconforming percentage in the building or below the percentage of transgender/nonbinary/gender-nonconforming professional educators in the District; or**
 - 18.6.2.7 Up to five (5) (with no more than three (3) in athletics) professional educator(s) at the high school

level being retained has an extended responsibility assignment as defined in Appendix

B. Such designation shall be done at each high school prior to the time of the initial posting for the next school year. A subsequent designation may be made in the event a professional educator transfers by applying for a posted position or resigns, but in no event will the number exceed that specified in each classification in this paragraph. The positions so designated must be only at the highest level of a given extended responsibility category and are those typically found at District high schools. "Highest level" is defined as the following extended responsibility positions:

- a. ~~Athletic Director~~
- b. Head Coach
- c. Activities Director
- d. College and Financial Aid Coordinator
- e. Varsity Cheer
- f. Testing
- g. TAG

- 18.6.3 It is understood for purposes of Section 18.6 that Child Development Specialists, School Psychologists, Student Services Specialists, Social Workers, and Audiologists are to be treated as individual classifications rather than as a part of the building teaching staff. The transfer process for school psychologists is included in Appendix J.
- 18.6.4 The District shall post vacancies for the internal transfer process no later than March 1 of each school year. Any contract or third-year probationary professional educator may apply for a posted position in the internal transfer process. First year and second year probationary professional educators who are unassigned may also apply for a posted position in the internal transfer process. External applicants and temporary professional educators (except as provided in 18.3.7) may not apply for positions in the internal transfer process.
- 18.6.5 A professional educator who **remains** unassigned **after the internal transfer process** shall be transferred into a remaining vacant position for which the professional educator is both licensed and competent prior to the consideration of applicants from outside of the District.
- 18.6.6 Following the internal transfer process, any professional educator may apply for any posted vacancy except a professional educator who has accepted a voluntary transfer under the provisions of Sections 18.5.2 – 18.5.3. Following the internal transfer process, a vacancy may also be posted externally unless there is an unassigned professional educator who is properly licensed and competent for such position.
- 18.6.7 If a professional educator has been administratively transferred under the provisions of 18.6.2 and a position for which the professional educator is qualified at ~~their~~ **his or her**-original school or program becomes available, the professional educator may be returned to that school under the provisions of 18.6.2. If such a position occurs while the professional educator is unassigned, the professional educator shall be returned to that school or program.
- 18.6.8 In the event of a merger of classes or programs from two (2) or more schools, the follow-the-student concept shall prevail. **At least one week before the merging of the faculty lists, the District will provide projections for enrollment and FTE at impacted sites/programs to all educators impacted by the merger. Impacted educators will choose if they want to be assigned to the newly merged school/program or the current school/program.** Professional educators from merged schools or programs will be compared equally using the criteria described in 18.6.2 in filling all the positions in the school. **The faculty lists are merged and then staff is given the choice to be placed into the new merged school or stay in the current school based on seniority and licensure order.** If there are not enough positions at the original school, then the regular unassignment process shall take place.
- 18.6.8.1 A merger causes a school to be comprised of at least forty percent (40%) of its students from the original school if two (2) schools are involved, or at least the following percentage if more than two schools are involved: 3 schools: 27%; 4 schools: 20%, 5 schools: 16% (1 divided by number of schools involved) times 80%).
- 18.6.8.2 When a middle school is being formed, all the professional educators from the K-8 schools involved who have experience in grades 6-8 in the past five (5) years shall be included in the process for staffing the new school.
- 18.6.9 When classes, or programs from two (2) or more schools are combined in one school, professional educators who have their program, or school closed shall be placed in the school where their program, or

class is transferred provided there are sufficient positions available. If there are insufficient positions, the criteria of 18.6.2 shall apply. In a closure, the faculty members of the open programs keep their positions and the faculty of the closed program will be offered the remaining open positions based on licensure and seniority. Usually there are not enough positions and the remaining professional educators are unassigned.

18.6.10 On occasion, the District may consider the transfer of a professional educator for reasons other than those set forth in paragraph 18.6.2. The following procedures shall apply when the reason for transfer is due to irresolvable differences between the professional educator and the supervisor:

18.6.10.1 The supervisor shall hold a conference with the professional educator for the purpose of discussing all the reasons for the perceived need for the transfer. This conference shall be for the purpose of information-sharing and problem-solving and shall not be used as a litigation preparation meeting. The professional educator may respond by making suggestions for addressing the concerns if the professional educator opposes a transfer. If a professional educator objects to the transfer, the professional educator and the supervisor will discuss options to resolve the issue including possible alternative placements.

18.6.10.2 ~~The Chief~~ A Human Resources **Supervisor Officer** shall get involved if it appears the transfer may not be agreed to or if there is need for ~~his/her~~ **their** help in finding a placement. At a minimum, if the issue is not resolved between the supervisor and the professional educator, the professional educator is entitled to a meeting with the Human Resources **Supervisor Chief Officer**.

~~18.6.10.3 If after these discussions the District continues to feel that an involuntary transfer is necessary, and the professional educator continues to refuse, a neutral third party professional, mutually acceptable by the District and Association, will be contracted by the District to meet with the parties with the goal of resolving the conflict, if possible. The neutral professional will assess whether or not the situation is correctable. The assessment shall not be placed in the personnel file of the professional educator, shall not be used for any personnel decision other than the administrative decision, and will be treated confidentially. If the assessment is that the situation is not correctable with reasonable certainty in a reasonable period of time, the transfer proceeds. If the assessment is that the situation is correctable, the neutral professional will provide a statement of how the supervisor and the professional educator can make correction. With cooperation of the professional educator, the supervisor will make a good faith effort to work out the problem including following the plan provided by the neutral professional. The District shall pay the expense of the neutral professional for up to six (6) hours. If the District and the Association mutually determine it would be necessary, additional hours will be made available.~~

18.6.10.4 By agreeing to participate in this counseling process, the professional educator also agrees not to contest the decision through the use of the grievance process.

18.6.10.5 In other types of involuntary administrative transfers under 18.6.1, a professional educator can appeal an administrative transfer to review by the **Chief** Human Resources **Officer** who would have to approve the transfer before it can occur.

18.6.11 No professional educator shall be transferred for reasons that are arbitrary or capricious. An illustration of an arbitrary and capricious transfer would be one based on union activity. An illustration of an involuntary transfer decision which would not be arbitrary and capricious is a transfer due to a long- standing irresolvable conflict between a professional educator and supervisor. The involuntary transfer could not occur for any reason that would violate any provision(s) of this Agreement.

18.7 Professional educators are entitled to have an Association representative present during any meeting with an administrator concerning this process. The professional educator shall be given twenty-four (24) hours advance notice of any such meeting.

18.8 If a decision to transfer a professional educator is reversed by an arbitrator, the professional educator shall be reinstated to the building no later than the beginning of the next semester after the arbitration decision.

18.9 Job Sharing/Part-Time Work

Two (2) professional educators in the District, if both are full-time, can request consideration to transfer

to an assignment on a job-sharing basis. Establishing or discontinuing job-sharing assignments shall be at the discretion of the building administrator or supervisor. A job-sharing assignment, if established, will continue for that school year unless one of the professional educators resigns. If one professional educator in a job-sharing assignment resigns from the District or transfers, the remaining professional educator shall have the right to be considered for assignment to the position on a full-time basis.

~~18.10 A sub committee will review the order and flow of this article to make it more sequential and easier to understand. This group would meet after ratification and create a joint proposal of mutually agreed upon changes to send to both PAT and the District for ratification.~~

ARTICLE 20 REDUCTION IN STAFF/LAYOFF

20.1 Notification of Reduction in Force/Layoff

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

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

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

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

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

20.1.4 Technology

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

20.2 Lay-off

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

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

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

20.3 Layoff Benefits

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

20.4 Recall

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

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

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

Article XXX Early Childhood Educators

Early Childhood Educators include all certified staff in Pre-K, Head Start, and Universal Pre-K programs within Portland Public Schools.

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 an Early Childhood Educator position.

Suitable & Appropriate PD

All licensed staff in all preschool programs in the District Early Childhood Educators will be given suitable and appropriate professional development for early childhood education. Educators and the Administration will form a joint committee of at least 4 educators, **with at least one each from Head Start and Pre-K programs**, and 4 administrators ("Preschool Curriculum and Professional Development Committee") to **solicit feedback from Early Childhood Educators as defined above, and** recommend and approve professional development programming to support a culturally relevant, play-based preschool curriculum. The Preschool Curriculum and Professional Development Committee **will also research and promote a curriculum that is rooted in play-based pedagogy, including an emphasis on social emotional learning and self-regulation skills.**

If a professional educator on the committee agrees to meet outside of the workday, such member shall be compensated at their ~~his/her~~ per diem hourly rate for meeting/s which take place beyond the contract day. A professional educator who chooses to participate in a committee meeting during their ~~her/his~~ 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 their ~~her/his~~ hourly rate for the length of the meeting.

Starting in the ~~2022-2023~~ **2023-24** School Year, all new Early Childhood Teachers and Educational Assistants will receive the two year Tools of The Mind training and Educators **and Educational Assistants** who have already received the training will have the option to receive the training. Moving forward, all Early Childhood Educators and Educational Assistants **will receive training in newly adopted curricula as required under Article 8.11. Nothing in this clause will be meant to interfere with Early Childhood Educators' Academic Freedom.**

Classroom Ratios and Staffing

Classroom Ratios- All ~~Pre-K~~ **Early Childhood Education** classrooms will not exceed **the ratio of** 18 students to 1 certified teacher. **The District will** maintain a 1 to 9 adult to children ratio in ~~pre-k~~ **Early Childhood Education** classrooms at all times children are present.

Staffing- The District will establish a pool of substitute teacher assistants qualified to serve early childhood classrooms and shall staff the pool at sufficient levels to meet early childhood classroom coverage needs across the school district as well as the 1 to 9 adult to child ratio. The District will ensure classrooms are fully staffed for the entire shift that is vacant.

English Learner Teachers- All English Learner teachers (EL) can be included in a regular rotation with other licensed staff in the building for substituting during their preparation period only and those teachers will receive compensation for the loss of preparation time. (Under PFSP).

EL teachers shall not be pulled from providing services to students to sub for an absent teacher. To ensure that there is not a loss of EL services, all English Learner substitute teachers shall be excluded from being asked to or pulled to cover general education classrooms instead of fulfilling their EL substitute jobs.

Transfers- The District will comply with Article 18 for Early Childhood Educators including asking for volunteers and conducting a fair interview process before involuntarily transferring Educators from one worksite to another.

Sufficient Facilities

Nap Time- In full-day ~~pre-K~~ **Early Childhood Education** classrooms, children will be given a calm, quiet space to nap or rest.

Bathroom Facilities- All early education classrooms will have access to adequate bathroom facilities including safe and sanitary diapering facilities, **including a sink with running water**, for children who are unable to use the toilet consistently. These facilities shall be easily accessible to students and Early Learning Department staff. The Early Learning Department shall provide all necessary supplies for containment of soiled clothing in a safe, sanitary, and reasonably private fashion.

Disposable safety gloves shall be provided in all early childhood classrooms in case of toileting accidents. Adequate staff shall be provided to assist students in case of toileting accidents and no student shall be punished or excluded from instruction due to toileting accidents.

Grading Time and Non-Instructional Days

The District will label the total Teacher Planning days and Grading days where no other work is assigned as part of the calendar process as per Article 6.5.2. **In addition to these Teacher Planning and Grading days, there will be a minimum of 12 non-instructional days.** ~~There will also be a minimum of 12 non-instructional days.~~ The Early Intervention Specialists who work year round will receive their 193-day work day calendar following the Calendar timeline defined by Article 6.

Full Continuum of Special Education Services for Pre-School.

The District will provide a full continuum of Special Education Services to all early education students. **The Full Continuum of Special Education Services will include access to rapid response team and all other supports provided to other professional educators to support students beyond Tier 1 interventions. (*Specification)**

~~Relevant K-12 Teachers-Professional Educators~~ will have access to **behavioral support plans and all Individual Family Service Plans (IFSPs), Individual Education Plans (IEP), and required eligibility reports for each student they provide service to in order to support the student's educational transition to their Kindergarten classroom.** ~~K-12 whether current or historical.~~

Support and Implementation of Multnomah County Preschool For All (Universal Pre-K)

The District and PAT will form a joint committee ("Preschool for All Committee") to investigate how the

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District can receive revenue from the Preschool for All Ballot Measure passed in Multnomah County in November 2020 ("Preschool for All"). The District will prioritize space for implementation of Preschool for All and any other state and local universal preschool initiatives.

The Preschool for All Committee will be composed of at least 4 Educators and at least 4 Administrators who will liaison with Multnomah County and the Preschool for All Program. The Preschool for All Committee will perform a full inventory of every available classroom and potential site for modules on school grounds. The Preschool for All committee will release the report by June 15, 2023. The report will be made available to PAT, The School Board, and Preschool For All Committee. The District will prioritize space for implementation of state and local Universal Pre-K.

PAT employees will have access and ability to enroll their children in Pre-K programs at either their neighborhood schools or the school(s) where they work. **This will not be used to limit the access of low-income families to early childhood programs as defined by the federal and state statutes.**

