

Letter of Agreement

Portland Association of Teachers and Portland Public Schools

Restorative Justice Coordinators

This Letter of Agreement (LOA) is entered into between Portland Public Schools and the Portland Association of Teachers. The terms and conditions of the PAT Collective Bargaining Agreement dated July 1, 2023 – June 30, 2026 apply unless specifically modified below and are retro to July 1, 2024:

Preamble

Article 1: Status and Effect of Agreement

Article 2: Association Rights

Article 3: Management Rights

Article 4: Dues and Payroll Deduction

Article 5: Grievance procedure

Article 6: Work Year: Up to fifty percent 50% of the total planning and grading days in 6.2.1.2 and 6.2.1.3 respectively, may be used for admin-directed tasks. All Restorative Justice Coordinators shall be 193 contract days and will follow the standard work day according to their assignment per Articles 7.3 and 7.4. [see separate salary table]

Article 7: Work Day: Individual planning time as defined in article 7.10 shall not apply to this work group. Restorative Justice Coordinators will have up to one-hundred (100) minutes a week of planning time as other educators (prorated for partial weeks), which will include but not limited to activities such as group planning, progress notes, parent or staff communication.

Article 8: Workload: No overage threshold for RJC's

Article 9: Student Support, Discipline & Safety

Article 10: Academic Freedom and Instruction

Article 11: School Improvement Councils

Article 12: Compensation: see compensation proposal

Article 13: Insurance Protection: Follows enrollment schedule (ex. Open enrollment in August/September, benefits effective Oct 1)

Cover Sheet - Tentative Agreement, February 19, 2025 - Restorative Justice Coordinators

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

Article 15: Retirement

Article 16: Extended Responsibility

Article 17: Leaves: Leaves: no changes to current personal/family leave accruals (80 sick, 24 personal/emergency, 24 family)

Article 18: Transfers: only applies to RJC's that have TSPC or other licensing bodies. If RJC's do not hold a license, they are laid off.

Article 19: Building and Classroom Moves: does not apply.

Article 20: Reduction in Staff/ Layoff: See Article 18

Article 21: Mentor Program

Article 22: Professional Growth

Article 23: Professional Educator Rights and Just Cause: The probationary period for newly hired employees will be six (6) calendar months. Termination of probationary employees shall not be subject to appeal.

Article 24: Non-Discrimination

Article 25: Complaint Procedure

Article 26: Personnel File

Article 27: Evaluation: tool and process will need to be developed in a separate committee with timelines.

Article 28: Negotiation Procedure

Article 29: Administration of Agreement

Article 30: Special Education

Article 31: Duration

All appendices of the Collective Bargaining Agreement except for Appendix J and Appendix N-Q do not apply.

RJ Coordinators Wage Proposal - PPS

February 18, 2024

The parties agree that the following provisions replace the provisions of Article 12 for RJ Coordinators, except for Article 12.4 which will remain.

Placement on Salary Scale

A. Effective upon ratification by the parties, RJ Coordinators employed on the date of ratification of this amended agreement will be placed on the PAT Salary Scale in Appendix A-2 "Salary Schedule for July 1, 2024 - June 30, 2025 - for employees who work 193 Days", as follows:

1. Each RJ Coordinator will be placed in the BA+15 column on the step that is closest to, but not less than, the RJ Coordinator's current annual salary, to a maximum of Step H.
2. RJ Coordinators who submit proof of a Masters' Degree will move one additional step on the BA+15 column, to a maximum of Step H. RJ Coordinators will not be placed on the MA (or beyond BA+15) scale of Appendix A. If Salary adjustment is indicated, the effective date will be the first pay period following approval.
3. Because RJ Coordinators are not actively working in a licensed professional educator position, they are not eligible for the doctorate stipend or national board certificate stipends.

B. RJ Coordinators hired after ratification of this amended agreement, RJ Coordinators will be placed on the PAT Salary Scale in Appendix A-2 "Salary Schedule for July 1, 2024 - June 30, 2025 - for employees who work 193 Days", as follows:

- a. (1) An RJ Coordinator with a Bachelors' Degree will be given credit for one salary step for each two (2) years of experience beyond the minimum two (2) years required for the position.
(2) An RJ Coordinator with an Associates' Degree will be given credit for one salary step for each two (2) years of experience beyond the minimum four (4) years required for the position.
(3) An RJ Coordinator with a High School Degree will be given credit for one salary step for each two (2) years of experience beyond the minimum six (6) years required for the position.
- b. No RJ Coordinator will receive credit for more than ten (10) years of experience beyond the minimum applicable to their educational status, as outlined above.
- c. Eight (8) complete months of full-time direct experience in a 12-month period shall be considered to be one (1) year of experience.
- d. To meet the qualifications for the job and to advance on the salary scale, experience must be directly related and relevant to the position.
- e. Because RJ Coordinators are not actively working in a licensed professional educator position, they are not eligible for the doctorate stipend or national board certificate stipends.

Advancement Through Scale

Beginning in the 2025-26 school year, if an RJ Coordinator has worked 135 days of the previous school year and is not already at the top step (H), the RJ Coordinator will receive one step

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increase on the PAT Salary Scale in Appendix A-2 "Salary Schedule for July 1, 2024 - June 30, 2025 - for employees who work 193 Days", to a maximum of Step H.

Examples of Placement for RJ Coordinators Hired After Ratification of the Agreement

Degree	Years of Direct and Relevant Experience	Step Placement Upon Hire
High School	6	A
High School	10	C
High School	12	D
Associates	6	B
Associates	10	D
Associates	12	E
Bachelors	8	D
Bachelors	10	E
Bachelors	12-13	E
Bachelors	14+	E
Masters	4	C

Masters 6 D

Masters 8 E


Retro pay

- A. RJ Coordinators currently employed by PPS will be placed on the PAT Salary Scale in Appendix A-2 "Salary Schedule for July 1, 2023 - June 30, 2024 - for employees who work 192 Days" at the closest step to their 2023-2024 RJ Coordinator hourly rate and will be paid retroactively the difference between what they already earned and the new salary between the dates of Feb 16, 2024 - June 30, 2024 (or their last day of work, whichever comes first) and July 1, 2024 - date of ratification of this amended agreement.
- B. RJ Coordinators who remain employed by PPS but are no longer in the role of RJC will be paid \$2,000 effective date of ratification of this amended agreement.

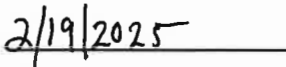
[Bargaining note:

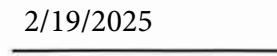
On September 9, 2023, PAT filed a petition with the Oregon Employment Relations Board to represent the Restorative Justice Coordinators and add them to the unit of Professional Educators. PPS filed objections based on ORS 243.650(1). On February 1, 2024, the Employment Relations Board issued an Order granting the petition. On February 20, 2024, the Employment Relations Board granted Reconsideration of its Order. On June 20, 2024, the Employment Relations Board issued its decision on reconsideration and the District is appealing the decision of the Employment Relations Board to the Court of Appeals.

PPS maintains its position that it is unlawful to include the Restorative Justice Coordinators in a unit of licensed professional educators. This proposal in no way indicates voluntary recognition of the Restorative Justice Coordinators. This proposal is wholly contingent on the outcome of the pending litigation. If the decision of the Employment Relations Board and / or any appellate court denies PAT's petition to represent the Restorative Justice Coordinators in the unit of Professional Educators (or any similar ruling), this proposal will be rescinded and any agreement or tentative agreement based on this proposal will be void.]


For PAT, Bao Nguyen


For the District, Genevieve Rough


Date


Date

