

## **NEW Article XX**

### **Special Education**

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

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

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

### **XX.2 Full Continuum of Special Education Services**

**XX.2.1 The District and the Association recognize the necessity of timeliness in addressing the essential learning needs and conditions of the students. As such, the District shall maintain a full continuum of special education services and sufficient seats in a variety of programs to meet eligible students' identified special education needs 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).**

**XX.2.2 Individual student's special education services and service delivery model are determined by the student's IEP team that directly works with the student. If a more restrictive placement is determined to be needed, but is not available, additional staff and resources will be provided at the current building level to meet the needs of the student. Staff already assigned to the building for specific programmatic purposes shall not count as the additional staff. All IEP teams shall follow district policies and procedures. IEP team**

decisions are made following state and federal law in order to address student needs.

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

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

**XX.5 Staff Ratios and Caseloads**

**XX.5.1** The District shall adhere to the Special Education class size and special educator caseloads thresholds delineated in Article 8 of this agreement.

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

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

**XX.5.3** At all levels, every effort will be made for special education teachers to serve students for which they case manage. At times when this is unachievable, IEP teams will balance the workload collaboratively. Special Education teachers working with the student will decide on which caseload list the student is captured.

**XX.5.4** For Special education educators that do not provide IEP/due process case management, caseload refers to the number of students for which a staff member is providing services. Services may include but are not limited to the following activities: assess students, attend IEP process meetings (including the initial evaluation process for students with signed consent), provide specially designed instruction



or related services, track student progress data, write evaluation reports, create materials for the student, facilitate group or individual activities, provide ongoing consultation with staff.

**XX.5.5 School Psychologist caseload is determined by the total building student enrollment. For buildings with special education students totaling 25% or more, School Psychologist caseload is determined by the ratio of School Psychologist to students receiving special education services, including students in the initial evaluation process with signed consents.**

#### **XX.5.6 Caseload for Speech Language Pathologists**

**XX.5.6.1 For purposes of transfer and assignment, caseload is defined in the SLP MOA.**

**XX.5.6.2 For purposes of overload pay as delineated in Article 8 of this agreement, caseload is defined in the SLP MOA with the inclusion of all students in the initial evaluation process with signed consent to evaluate.**

**XX.5.7 The District and PAT agree to meet and negotiate caseload definitions for any newly created Special Education positions or Special Education positions where caseload is not currently defined, as appropriate.**

#### **XX.6 Case Management**

**XX.6.1 In addition to contractually provided planning days, special education professional educators required to ~~complete due process paperwork~~ conference with parents and write IEPs shall be provided four (4) days of released time, per year, for that purpose. A special education professional educator may elect to use these days or the equivalent hours before or after the school year or outside ~~his/her~~ **their** workday at ~~his/her~~ **their** per diem hourly rate of pay.**

**XX.6.2 All special education case managers will receive a case management period each day for due process paperwork, evaluation work, and IEP work.**

**XX.6.2.1 At the elementary level, the case management period will be at least 40 continuous minutes per day, and no less than 320 minutes total per week.**

**XX.6.2.2** At the middle school and high school levels, the case management period will be not less than the equivalent of one standard class period per day.

**XX.6.2.3** High school special education educators will receive a substantially equivalent amount of case management time as other special educators.

**XX.6.2.4** School Psychologists and Speech Language Pathologists are also entitled to self-schedule a period of time each day equivalent to a standard class period (or at least 40 minutes per day, and no less than 320 minutes total per week, for those at the elementary level) for due process paperwork, evaluation work, and IEP work.

**XX.6.2.5** These periods of time for special education case managers, School Psychologists and Speech Language Pathologists reserved for special education paperwork will be in addition to planning time already guaranteed under Article 7.9.

**XX.6.2.6** Educators shall have access to students during their case management time.

**XX.6.2.7** Scheduling of this time will be determined by mutual agreement between the Educator and Administrator.

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

## **XX.7 Special Education Policies and Procedures**

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



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

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

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

**XX.8.1.2 Time to review the IEP/IFSP and other relevant records during the two and one half (2.5) professional development days prior to the start of the first student day.**

**XX.8.1.2.1 If a student is being added to a classroom after the start of the school year, the professional educators who work with the student will be provided one full working day to review the IEP/IFSP and other relevant records before a student begins in their classroom or on their caseload. This is expected to be completed during the planning time and/or case management time and is not intended as an additional release time.**

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

## **XX.9 IEP Process Meetings**

**XX9.1 Professional educators who are required to conference regarding IEPs shall have a substitute provided to allow for such meetings to occur within the workday. If a professional educator volunteers to attend such conference meeting outside of the workday, such member shall be compensated at his/her ~~their~~ per diem hourly rate for conferences which take place beyond the contract day. A professional educator who chooses to conference during his/her ~~their~~ individual planning time,**

including the 15 minutes at the end of the work day, can do an equivalent amount of planning time outside of the work day and be compensated at ~~his/her~~ **their** hourly rate for the length of the conference.

#### XX.10 Special Education Spaces and Materials

Special Education professional educators shall have:

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

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

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

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


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

#### XX.11 Mentorship for Special Education Professional Educators

**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.**

Article XX3 Tentative Agreement

 11/20/23  
For the Association Date

 11/20/23  
For the District Date