

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 other similar committee, The President of the Portland Association of Teachers may appoint up to 6 representatives. Release time with pay 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.~~

Services and service delivery models for individual students will be determined by the Special Education team that directly works with the student at the building level. If it is determined that a student needs an alternative 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 or screen students, attend IEP process meetings **(including the initial evaluation process for students with signed consent on an evaluation that includes the special education educator)**, 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 conference with parents and write IEPs shall be provided ~~four (4)~~ **six (6)**-days of released time, per year, for that purpose. A special education professional educator may elect to use these days or the equivalent hours before or after the school year or outside ~~his/her~~ **their** workday at ~~his/her~~ **their** per diem hourly rate of pay.

XX5.2.2 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

XX6. Special Education policies 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 these policies, 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 that cause an increased workload must be approved by the Association.

Rights of Educators *Supporting Students Receiving Special Education Services*

XX7 All special education and general education teachers have the right to:

7.1.1 receive access to a copy of the IEP/IFSP (as provided by law) of a student receiving special education services as soon as it becomes available, including 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.

XX8 IEPs (~~Move from Article 8.9 and 8.10 in Article 8 proposal~~)

8.1 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.

8.3 Special Education Spaces and Materials

Special Education professional educators shall have:

8.3.1 A dedicated **office** ~~space~~/classroom;

8.3.2 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

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

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

Mentorship for Special Educators (NEW from proposal 21.1.1.1)

9.1 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. 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 ER 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)