

Regular Meeting  
Tuesday, December 12, 2023 6:00 PM

Dr. Matthew Prophet Education Center - Board  
Auditorium  
501 N. Dixon St  
Portland, OR 97227

## Agenda

1. **6:00 pm - Opening**
2. **6:05 pm - Student Performance: Jefferson Dancers**
3. **6:15 pm - Board Member Declarations to be Considered for Board Leadership**
4. **6:20 pm - Superintendent's Report**
5. **6:25 pm - Student Representative's Report**
6. **6:30 pm - Student Comment**
7. **6:45 pm - Middle School Spotlights**
  - Robert Gray
  - Beaumont
8. **7:05 pm - Resolution Authorizing Reassessment of the Modernization Design of Jefferson High School (Resolution 6806)** *Vote - Public comment accepted*
9. **7:20 pm - Second reading of Policy Revisions** *Vote - Public comment accepted for each policy*
  - 9.(a) Resolution 6789 - Resolution to Adopt Revised Diversity in Employment Policy 5.10.025-P
  - 9.(b) Resolution 6790 - Resolution to Adopt Revised Naming School District property 2.20.010-P
10. **7:25 pm - OSBA Annual Elections**
  - 10.(a) Resolution 6802 - Resolution to Support Kris Howatt for the Oregon School Boards Association Board of Directors Position Number 18
  - 10.(b) Resolution 6803 - Resolution to Support Jessica Arzate for the Oregon School Boards Association Legislative Policy Committee Position Number 18
  - 10.(c) Resolution 6804 - Resolution to Support Brenda Rivas for the Oregon School Boards Association Legislative Policy Committee Position Number 17
  - 10.(d) Resolution 6805 - Resolution to Support David Linn for the Oregon School Boards Association Legislative Policy Committee Position Number 19
11. **7:30 pm - Public Comment**
12. **7:45 pm - Board Committee and Conference Reports**
13. **7:55 pm - Student Investment Account Report** *Public comment accepted*
14. **8:10 pm - 2023-24 Budget Amendment Preview**
15. **8:25 pm - Fall MAP Results**
16. **8:35 pm - Update on the Southeast Enrollment and Programming Balancing Implementation**
17. **8:50 pm - First Reading of Policy Revisions**
  - District Performance Auditing Policy 1.60.040-P
  - Religious and Cultural Observances x.xx.xxx-P
  - Student Enrollment and Transfers Policy 4.10.051-P
18. **8:55 pm - Consent Agenda: Resolutions 6807 through 6811** *Vote- Public Comment Accepted*

- 18.(a) Resolution 6807 - Licensed Administrator and Non-Represented Schedules Adjustment
- 18.(b) Resolution 6808 - Adoption of the Index to the Minutes
- 18.(c) Resolution 6809 - Authorizing Off-campus Activities
- 18.(d) Resolution 6810 - Expenditure Contracts that Exceed Delegation of Authority
- 18.(e) Resolution 6811 - Revenue Contracts that Exceed Delegation of Authority
- 19. **9:00 pm - Comments from our Union Partners**
- 20. **9:10 pm - Other Business / Committee Referrals**
- 21. **9:15 pm - Adjourn**

# Robert Gray Middle School

Community ~ Equity ~ Growth

12/12/23

School Board Presentation

# Vision Statement

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Robert Gray Middle School believes every student is an essential stakeholder and collaborator in their academic and social-emotional growth and that together we can build a better world in which we can all succeed.

# Mission Statement

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RGMS partners with families and the community to prepare students for success in the 21st century by using an equity lens and engaging in relevant opportunities that center youth voice and promote academic, physical, and social-emotional growth.

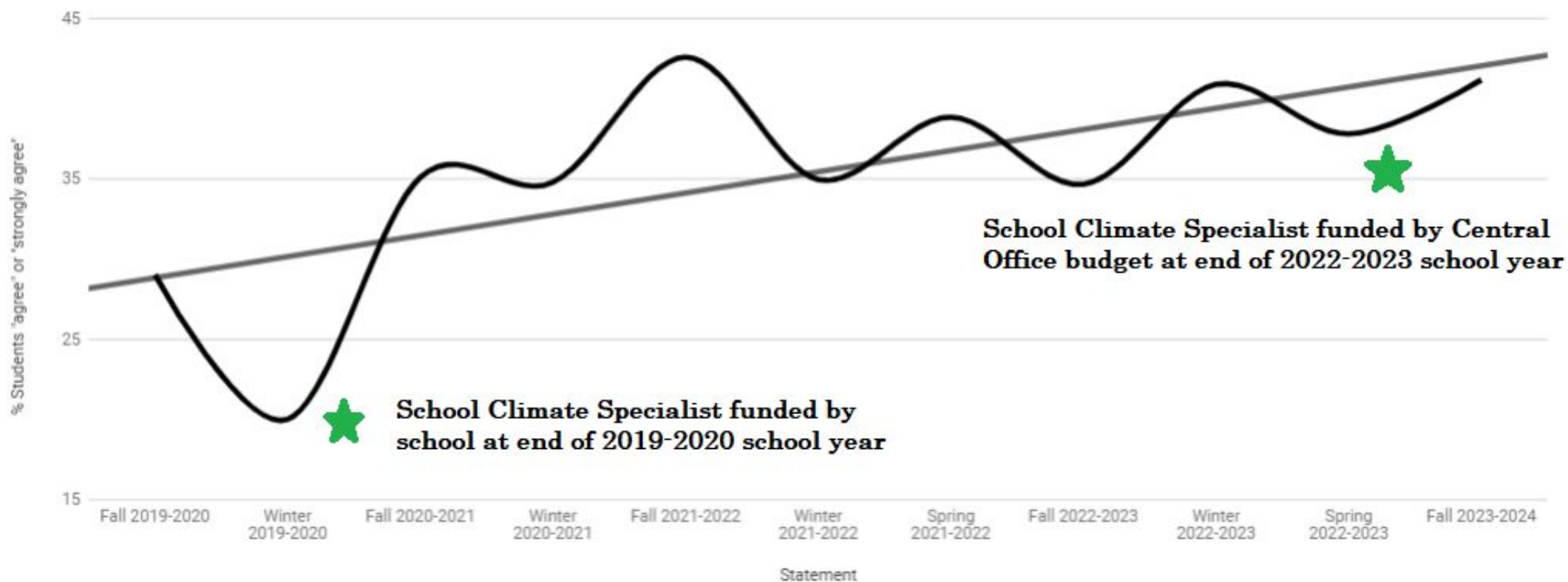
# SCIP Goal #3:

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By the Spring of 2026, the RGMS SCIP Cohort will report an increase of 10% (students who Agree and Strongly Agree) in the Successful Schools Survey Category of “Sense of Belonging” and the following statements from the RGMS School Climate Survey:

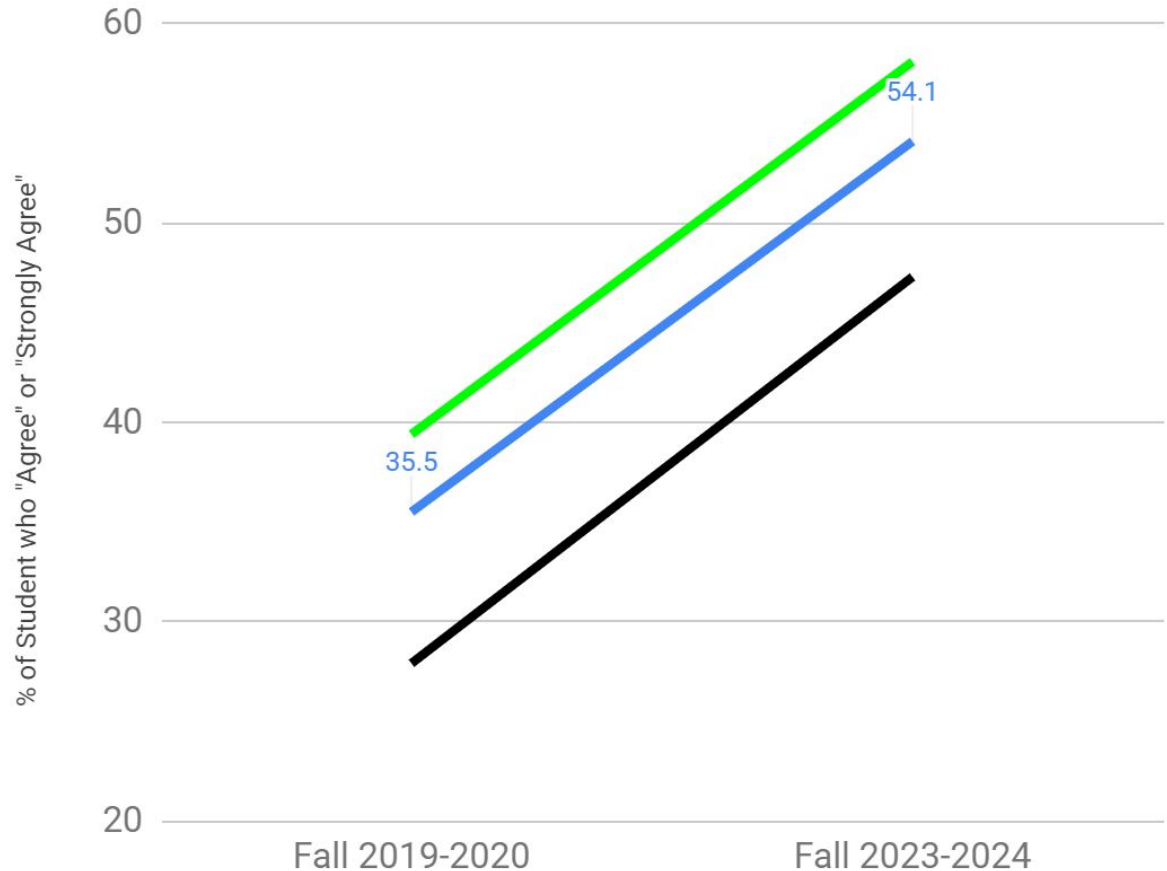
- “Students have a voice at our school,”
- “Student Council and Leadership make the school a better place,”
- “Adults listen to students' ideas about how to make the school a better place.”

## School Climate Survey: Student Voice Statement Average, 2019-2023



# Selected Student Voice Responses, 2019 vs. 2023

- Students have a voice at our school.
- Student Council and Leadership make the school a better place.
- Adults listen to students' ideas about how to make the school a better place.



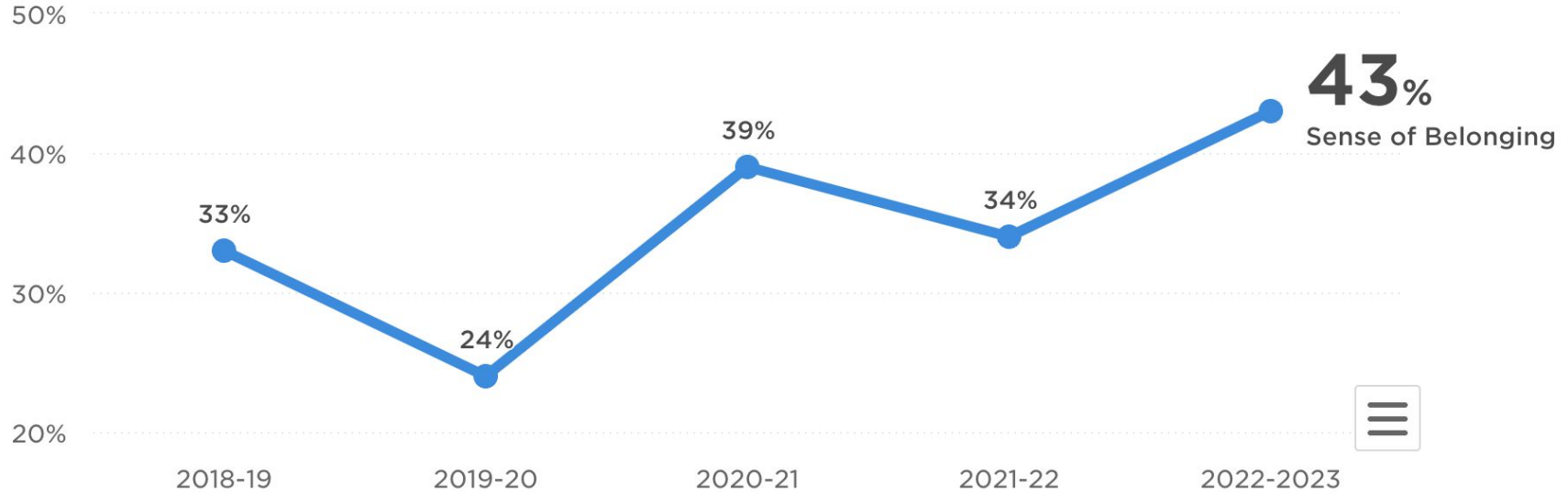
# Sense of Belonging

Based on **417** responses

How much students feel that they are valued members of the school community.

How have results changed over time?

Percent Favorable



# Amelia Espinoza

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# Roxy Wood

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# Teyvonna Dean

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## **RESOLUTION No. 6806**

### Resolution Authorizing Reassessment of the Modernization Design of Jefferson High School

#### **RECITALS**

- A. The Board of Education adopted resolutions 6153 and 6161 authorizing submission to the voters of Portland Public Schools (PPS) a general obligation bond that included the full modernization of Jefferson High School.
- B. The election was duly and legally held on November 3, 2020, and the general obligation bonds were approved by a majority of the qualified voters of PPS voting at the election.
- C. On December 13, 2022, the Board of Education approved Resolution 6627, which authorized the Jefferson High School Modernization Comprehensive Plan and directed staff to utilize the Jefferson High School Comprehensive Master Planning Report as a guide to construct the modernized Jefferson High School to an approximate size of 339,000 square feet.
- D. Development of the Jefferson High School Modernization Comprehensive Plan was informed by considerable community feedback over the course of several years. Community input was material in the decision to retain and modernize the original 1909 school building.
- E. After significant due diligence, in June 2023, PPS refined the project costing structure of the approved schematic design, and identified significant project overage above the board-approved budget. One of the primary cost drivers was the unexpected cost to modernize the 1909 building (a 4-story historic unreinforced masonry structure) while also keeping students on site during construction. In mid-July, the Jefferson Modernization Project Team hosted a workshop to review project assumptions, goals, and strategies and to look for opportunities to get the project back on budget. The outcome was a design that would retain and modernize the 1909 building but require Jefferson High School students to temporarily relocate to the Marshall High School Campus during construction.
- F. The need to temporarily relocate students during construction in order to retain the 1909 building was new information to the District and community, and posed several challenges due to the distance of the swing site. Community feedback received over the last several months is that the Jefferson High School community would strongly prefer to keep the students on site during construction and construct a new high school building, demolish the 1909 building, instead of temporarily relocating students.

#### **RESOLUTION**

- 1. The Board of Education directs the Superintendent to reassess the current site and building design and related land-use efforts so that Jefferson High School students and staff will not relocate to another temporary site during construction of the modernized Jefferson High School.
- 2. The Superintendent will return to the Board of Education in 120 days with an updated plan to modernize Jefferson High School. The updated plan will include a targeted student enrollment of 1,700, will keep students and staff largely on the Jefferson High School campus during construction, demolish the 1909 building, and will seek to conform to PPS's current high school education specifications area program. The plan will strive to deliver the project within the currently available bond (and other available) funding and will identify anticipated budget overage. The plan will not include colocation of the Center for Black Student Excellence, Harriet Tubman Middle School, or other unaffiliated to Jefferson High School programs.

## **RESOLUTION No. 6806**

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## PORTLAND PUBLIC SCHOOLS

501 North Dixon Street / Portland, OR 97227

Telephone: (503) 916-2000

Mailing Address: P. O. Box 3107 / 97208-3107

### STAFF REPORT

**Date:** December 12, 2023  
**To:** Board of Education  
**From:** Dan Jung, Chief Operating Officer  
**Subject:** Jefferson High School Modernization Project

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On December 6, 2023 District Staff provided the Facilities & Operations (F&O) Committee with a Jefferson High School Modernization Project update. Due to the combination of schedule risks, projected cost overruns and community concerns, staff recommended the project design be re-evaluated to ensure students will remain on campus during construction and strive to find feasible alternative design options. The attached Board Resolution reflects the feedback discussion and feedback received from the F&O Committee. Of particular note, committee members addressed questions about target enrollment by confirming the Board's prior direction that the project should align to educational specifications for a comprehensive high school.

#### **RESOURCES**

1. Draft Resolution: Resolution Pausing the Temporary Relocation of Jefferson High School Students to the Marshall High School Campus and Authorize Reassessment of the Modernization Design
2. Staff Memo: Jefferson High School Modernization Project (12/6/23)



## STAFF MEMO

**Date:** December 6, 2023

**To:** Facilities & Operations Committee

**From:** Dan Jung, Chief Operating Officer

**Subject:** Jefferson High School Modernization Project

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### **BACKGROUND**

The design phase of the Jefferson High School Modernization project began upon completion and [Board of Education approval of the Jefferson Comprehensive Plan](#) in December 2022. At the completion of construction cost estimates for the 100% Schematic Design set of documents<sup>1</sup> in late June, it became clear that project construction costs would be substantially higher than anticipated and exceed available funds without significant changes to the project. As has been discussed previously, the project then went through a lengthy value engineering workshop with designers, contractors, community representatives, cost estimators and PPS staff. One conclusion that became obvious during the workshop, and subsequent analysis, was that in order to modernize Jefferson High School under the contemplated design, students and staff would need to relocate during construction. PPS staff studied potential relocation sites and recommended relocation to the Marshall campus.

This conclusion has been discussed with stakeholders for the past several months while the project team continued work on the project design and cost estimates.<sup>2</sup> We have received considerable feedback regarding the design, as well as the relocation of students to the Marshall campus during construction. As you know, many students, staff and community members have expressed concern regarding the potential impacts of relocating the school to Marshall. In mid-October, we communicated to stakeholders that we would be pausing the decision to relocate to Marshall to allow time to further engage community perspectives, fully understand the concerns, and consider alternatives.

In early November, the Center for Black Excellence in partnership with PPS staff and Board members hosted an engagement event at Self Enhancement Inc (“SEI”) to discuss the relocation with the community. During the engagement, 91% of participants reported that there was not a single relocation scenario worth considering, and 97% of participants advocated for a different Jefferson High School Modernization design than that approved by the Board in December 2022. Participants specifically

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<sup>1</sup> Schematic Design is the first phase of design after comprehensive planning.

<sup>2</sup> [This information](#) outlines the value engineering process and comparison of swing site options (see page 41 and 42).

expressed a desire to build Jefferson as all new construction, as opposed to the current design which retains and modernizes the primary, 1909-built building in addition to new construction.<sup>3</sup>

### **ANALYSIS OF SITUATION**

Typical considerations when discussing a modernization project include scope, schedule, budget, and community engagement. The current scope of the Jefferson High School Modernization project is based on meeting education specifications for a neighborhood high school (1,700 student average enrollment), plus additional spaces related to Jefferson’s historic programs (such as dance) and focus option needs. Jefferson’s enrollment has ranged between 500 and 600 students in the past several years. Jefferson enrollment includes a dual assignment option. Eighth-grade families residing in the Dual Assignment Zone are given the chance to choose between Jefferson Middle College or their comprehensive high school. The dual assignment zone includes Roosevelt, Grant, and McDaniel High Schools. Between 2012 and 2021, all three of those high schools have been modernized and all have seen enrollment increase post-modernization.

The current schedule to complete the project is based on relocating students off site during construction, with a newly modernized Jefferson High School fully open to students in Fall 2027. This schedule is extremely tight and requires careful sequencing of land use and permit approvals, moving staff and students to a relocation site, and ability to begin demolition of buildings or building interiors in summer 2024. The schedule of land use approvals is specifically critical given current community requests to pursue all new construction, as that would significantly change the current land use planning and approval process.

The project team has needed to continue moving forward with the current design in order to determine whether the overall value engineering approach would result in cutting enough costs to meet the project’s available funding. A cross-functional team of architects, engineers, third-party cost estimators, contractors and staff has engaged in continual cost evaluation throughout the ongoing design. As the project approaches the milestone of 50% Design Development, team members have been vetting and developing all of the value engineering suggestions that created a path to budget in July. Roughly half of the anticipated cost savings have been realized. Of the other half, one-third are potentially viable but might require undesired changes to program or district design standards. However, in order to fully meet project funding constraints, significant program changes would be necessary. While the project team has continued to pursue all potential cost savings, the current project construction cost estimates are \$35-40M over budget. This does not include any costs associated with a relocation to a site other than the Marshall campus.<sup>4</sup>

### **COMMUNITY ENGAGEMENT**

No single point of view represents the full spectrum of the community’s perspective on the Jefferson High School Modernization project. Despite 4+ years (starting with the Jefferson Conceptual Master Plan

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<sup>3</sup> Reference the [Nov 14, 2023 staff memo](#) for more detail.

<sup>4</sup> Relocation to the Marshall campus would be minimal cost because the PPS-owned campus has been used as a relocation, or “swing”, site for multiple previous modernizations, and already has up-to-date facilities that meet high school programming needs.

efforts in 2019) of developing the project based on input from substantial community engagement,<sup>5</sup> unforeseen new project developments have led to increasing community concerns regarding the path, progress, and outcome of the project. More recent community input, such as seen at the November engagement at SEI, has pushed for PPS to pause the project and reconsider these elements.

### **STAFF RECOMMENDATION**

The current combination of schedule risks, projected cost overruns, and community concerns leads staff to recommend the District pause design of the Jefferson High School Modernization project in order to re-evaluate the proposed path and outcomes of the project. Staff and students would not move off the current Jefferson campus in Fall 2024 as had been previously recommended.

If approved, the District will, among other things, conduct further community engagement, additional due diligence regarding other construction options, and collaborate with CBSE and Harriet Tubman Middle School teams regarding Albina neighborhood schools and school supports. Staff also propose more fully investigating the viability of demolishing Jefferson's 1909 building. This would help determine potential costs, schedule and feasibility of a design option that does not modernize that building. Other due diligence efforts could include investigating other, less substantial but still impactful, jurisdictional appeals with the City and additional discussions with Portland Community College about opportunities with the Middle College partnership.

Staff also propose using this time to more thoroughly integrate CBSE, Jefferson, and Harriet Tubman efforts and to think creatively about how these projects can be developed more holistically. As heard in community engagement regarding all of these efforts, community members are eager to think about the school communities and neighboring partner organizations as an ecosystem, and to pursue more imaginative solutions that support the comprehensive ecosystem. PPS would host broad community conversations to invite more of those imaginative solutions and re-consider what Jefferson wants to be, within the context of the community.

Re-evaluating the Jefferson project within that broader context could also allow assumptions related to Jefferson's enrollment to be reviewed. The current project reflects education specifications of a neighborhood high school with an average enrollment of 1,700 students. Community engagement on the project has reflected support for this approach as well as concerns about gentrification and questioning the need for such a large school. While there is significant desire from the community to grow Jefferson's enrollment from its current size, a wide range of enrollments could be considered between 600 and 1,700 students. One focused conversation worth pursuing with stakeholders is how different enrollment sizes could support design options that integrate plans for Jefferson, the Center for Black Student Excellence and Harriet Tubman Middle School, as referenced above.

### **RESOURCES**

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<sup>5</sup> A sampling of the engagement that went into the comprehensive planning effort can be found [here](#).



## **RESOLUTION No. 6789**

### Resolution to Adopt Revised Diversity in Employment Policy 5.10.025-P

#### **RECITALS**

- A. On August 7, August 28, and September 18 2023, the Board Policy Committee reviewed and considered the proposed revisions of the Diversity in Employment Policy 5.10.025-P.
- B. On October 10, 2023, the Board presented the first reading of the revised Diversity in Employment Policy.
- C. Pursuant to District policy, the public comment was open for at least 21 days, and there was no public comment received during the comment period.

#### **RESOLUTION**

The Board hereby adopts the revised Diversity in Employment Policy 5.10.025-P and instructs the Superintendent to amend any relevant administrative directives to conform to this adopted policy.



## Board Policy

5.10.025-P

### Diversity in Employment Policy

#### Workforce Diversity to Serve Students

We believe in the fundamental right to human dignity and that generating an equitable world requires an educational system that intentionally disrupts—and builds leaders to disrupt—systems of oppression. In pursuit of this goal, PPS must develop a workforce that reflects the diversity of students it serves. Students must see their diverse racial, cultural, and linguistic characteristics reflected in the school staff who are guiding them toward academic and other success. In conjunction with the Racial Educational Equity Policy, 2.10.010-P, the District shall recruit, employ, support and retain racially and linguistically diverse and culturally competent administrative, instructional, and support personnel and achieve the goals established by Oregon’s Educators Equity Act. The Superintendent’s budget shall incorporate funding for the diverse workforce goals provided in this policy. The Board expects to see measurable progress every year in the strategies employed and progress made toward reaching the goal established by the Oregon Educators Equity Act as evidenced by a workforce that more closely reflects our student population.

All District employees are responsible for providing equal employment opportunities and complying with this policy.

#### Equal Employment Opportunity

The District shall provide equal employment opportunity and treatment regardless of perceived or actual race, color, religion, sex, sexual orientation, gender expression or identity, national or ethnic origin, marital status, age, mental or physical disability, pregnancy, familial status, economic status, veterans’ status, familial status, or genetic information. The District shall provide equal employment opportunity for all applicants and staff in recruitment, hiring, assignment, training, retention, transfer and promotion. All employment actions also shall be in accordance with the Board Policy of Non-Discrimination, 1.80.020-P. The District shall comply with all federal, state and local laws relevant to equal employment and non-discrimination.

The District will not tolerate retaliation against any individual who reports discrimination or harassment; or testifies, assists or participates in any manner in an investigation, proceeding or hearing, regardless of the outcome of the complaint. Conduct that would likely deter an individual from reporting or supporting a claim may constitute retaliation. Retaliation can occur even if the underlying complaint of harassment or discrimination is



## Board Policy

**5.10.025-P**

## Diversity in Employment Policy

not substantiated.

### Reporting and Oversight

The Superintendent shall designate the person(s) to oversee and track compliance with the District's equitable and non-discrimination employment practices. The District shall provide an annual report to the Board that provides employee demographic data on hiring and retention and progress towards the goals articulated in this policy.

Adopted 6/17/13; Amd. \_\_\_/2023

OSBA: GBA

Legal References: Oregon Educators Equity Act, ORS 342.433 to 342.449; ORS 342.934; ORS 408.225 to 408.235; ORS 652.210-220; ORS 659.850; ORS 659A.003-ORS 659A.820; Federal and state laws prohibiting discrimination in employment, including, Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act, the Age Discrimination in Employment Act, and ORS Chapter 659A;

# Portland Public School District 1<sup>st</sup> Reading

DATE OF FIRST READING: October 10, 2023

## **PUBLIC COMMENT FOR Revision of Policy 5.10.025-P: Diversity in Employment Policy (Formerly: Affirmative Action Policy)**

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The Portland Public School District is providing Notice of Proposed Revised Policy and Public Comment to offer interested parties reasonable opportunity to submit data or comments on the proposed policies noted below.

Public comment may be submitted in writing directly to the district or through the district website noted below. Written comments must be submitted by 5:00pm on the Last Date for Comment listed below.

**Open for Comment until at least:  
October 31, 2023**

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**Summary:** Revision of Diversity in Employment Policy 5.10.025-P  
(Formerly: Affirmative Action Policy)

**1<sup>st</sup> Reading by:** Director Julia Brim-Edwards  
Portland Public School Board, Policy Committee Chair

**Recommended for a 1st Reading by:**  
Portland Public Schools Board of Education  
Policy Committee

**Draft Policy Web Site:** <http://www.pps.net/draftpolicies>

**Contact:** Rosanne Powell, Senior Board Manager  
**Address:** P.O. Box 3107, Portland, OR 97208-3107  
**Telephone:** 503-916-3741  
**E-mail:** [schoolboard@pps.net](mailto:schoolboard@pps.net)

**Draft Policy Comment Form:** <https://forms.gle/VqYbmVA36qqADj6n6>

<b>Included in Packet</b>	<b>Page</b>
Staff Report	03
Draft Policy	04
Redlined Policy with Proposed Changes	06
Original Policy	10



## STAFF REPORT

**Date:** September 26, 2023  
**To:** School Board  
**From:** Mary Kane, Senior Legal Counsel  
**Subject:** Revision of Affirmative Action Policy 5.10.025-P

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### **BACKGROUND**

This policy was adopted in 2013, in response to the Oregon Legislature's passage of the Minority Teacher Act. In 2015, the Legislature changed the name to the Educators Equity Act and in 2021, promulgated additional provisions to the Act. The proposed revisions to the policy reflect these changes.

### **RELATED POLICIES/BEST PRACTICES**

In addition to several existing work streams, in March 2022, the District's Strategic Plan prioritized the development of a diverse, high-quality and thriving workforce.

More information is available [here](#).

### **FISCAL IMPACT**

There is no fiscal impact.

### **COMMUNITY ENGAGEMENT (IF APPLICABLE)**

Because these changes were made to comport with state law, there was no community engagement other than two public Policy Committee meetings.

### **TIMELINE FOR IMPLEMENTATION / EVALUATION**

The revised policy will be effective immediately.

### **STAFF RECOMMENDATION**

Staff recommends the Board adopt this amended policy.

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### **ATTACHMENTS**

- A. Redline copy of Affirmative Action Policy
- B. Clean copy of Diversity in Employment Policy



## **Board Policy**

**5.10.025-P**

### **Diversity in Employment Policy**

#### **Workforce Diversity to Serve Students**

We believe in the fundamental right to human dignity and that generating an equitable world requires an educational system that intentionally disrupts—and builds leaders to disrupt—systems of oppression. In pursuit of this goal, PPS must develop a workforce that reflects the diversity of students it serves. Students must see their diverse racial, cultural, and linguistic characteristics reflected in the school staff who are guiding them toward academic and other success. In conjunction with the Racial Educational Equity Policy, 2.10.010-P, the District shall recruit, employ, support and retain racially and linguistically diverse and culturally competent administrative, instructional, and support personnel and achieve the goals established by Oregon’s Educators Equity Act. The Superintendent’s budget shall incorporate funding for the diverse workforce goals provided in this policy. The Board expects to see measurable progress every year in the strategies employed and progress made toward reaching the goal established by the Oregon Educators Equity Act as evidenced by a workforce that more closely reflects our student population.

All District employees are responsible for providing equal employment opportunities and complying with this policy.

#### **Equal Employment Opportunity**

The District shall provide equal employment opportunity and treatment regardless of perceived or actual race, color, religion, sex, sexual orientation, gender expression or identity, national or ethnic origin, marital status, age, mental or physical disability, pregnancy, familial status, economic status, veterans’ status, familial status, or genetic information. The District shall provide equal employment opportunity for all applicants and staff in recruitment, hiring, assignment, training, retention, transfer and promotion. All employment actions also shall be in accordance with the Board Policy of Non-Discrimination, 1.80.020-P. The District shall comply with all federal, state and local laws relevant to equal employment and non-discrimination.

The District will not tolerate retaliation against any individual who reports discrimination or harassment; or testifies, assists or participates in any manner in an investigation, proceeding or hearing, regardless of the outcome of the complaint. Conduct that would likely deter an individual from reporting or supporting a claim may constitute retaliation. Retaliation can occur even if the underlying complaint of harassment or discrimination is



## Board Policy

**5.10.025-P**

## Diversity in Employment Policy

not substantiated.

### Reporting and Oversight

The Superintendent shall designate the person(s) to oversee and track compliance with the District's equitable and non-discrimination employment practices. The District shall provide an annual report to the Board that provides employee demographic data on hiring and retention and progress towards the goals articulated in this policy.

Adopted 6/17/13; Amd. \_\_\_/2023

OSBA: GBA

Legal References: Oregon Educators Equity Act, ORS 342.433 to 342.449; ORS 342.934; ORS 408.225 to 408.235; ORS 652.210-220; ORS 659.850; ORS 659A.003-ORS 659A.820; Federal and state laws prohibiting discrimination in employment, including, Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act, the Age Discrimination in Employment Act, and ORS Chapter 659A;



BOARD POLICY

5.10.025-P

**Affirmative Action Policy**

~~In order~~ Workforce Diversity to ~~close the racial achievement gap~~ Serve Students

We believe in the fundamental right to human dignity and better serve all students, Portland Public Schools staff that generating an equitable world requires an educational system that intentionally disrupts—and builds leaders to disrupt—systems of oppression. In pursuit of this goal, PPS must reflect develop a workforce that reflects the diversity of the students we serve. The Board of Education’s students it serves. Students must see their diverse racial, cultural, and linguistic characteristics reflected in the school staff who are guiding them toward academic and other success. In conjunction with the Racial Educational Equity Policy, 2.10.010-P, requires the school district to “District shall recruit, employ, support and retain racially and linguistically diverse and culturally competent administrative, instructional, and support personnel.” Oregon state law, as articulated in the Minority Teachers Act, states that “the number of minority teachers, including administrators, and achieve the goals established by Oregon’s Educators Equity Act. The Superintendent’s budget shall incorporate funding for the diverse workforce goals provided in this policy. The Board expects to see measurable progress every year in the strategies employed by school districts and education service districts shall be approximately proportionate to the number of minority children enrolled in the public schools of this state.” ORS § 342.437. This Affirmative Action Policy sets forth and progress made toward reaching the Portland Public School District’s prohibition against discrimination, directs the Superintendent to create and implement an Affirmative Action/Equal Employment Opportunity Plan (AA/EEO Plan), and establishes the goal that the District will come into compliance with goal established by the Oregon Minority Teachers Educators Equity Act as evidenced by a workforce that more closely reflects our student population.

All District employees are responsible for providing equal employment opportunities and complying with this policy.

## Equal Employment Opportunity

The District shall provide equal employment opportunity and treatment regardless of perceived or actual race, color, religion, sex, sexual orientation, gender expression or identity, national or ethnic origin, marital status, age, mental or physical disability, pregnancy, familial status, economic status, veterans’ status, familial status, or genetic information. The District shall provide equal employment opportunity for all applicants and staff in recruitment, hiring, assignment, training, retention, transfer and promotion. All employment actions also shall be in accordance with the Board Policy of Non-Discrimination,

1.80.020-P. The District shall comply with all federal, state and local laws relevant to equal employment and non-discrimination.

The District will not tolerate retaliation against any individual who reports discrimination or harassment; or testifies, assists or participates in any manner in an investigation, proceeding or hearing, regardless of the outcome of the complaint. Conduct that would likely deter an individual from reporting or supporting a claim may constitute retaliation. Retaliation can occur even if the underlying complaint of harassment or



BOARD POLICY

5.10.025-P

**Affirmative Action Policy**

discrimination is not substantiated.

### Reporting and Oversight

The Superintendent shall designate the ~~Chief Human Resources Officer~~ person(s) to oversee and track compliance with ~~equal employment~~ the District's equitable and non-discrimination.



BOARD POLICY

5.10.025-P

**Affirmative Action Policy**

Affirmative Action — Employment

In order to comply with the Racial Educational Equity Policy and the Oregon Minority Teachers Act, the employment practices. The District will make meaningful efforts to recruit, employ, support and retain a qualified work force that reflects the diversity of our student body. The shall provide an annual report to the Board expects to see measurable that provides employee demographic data on hiring and retention and progress every year in reaching the goal established by the Oregon Minority Teachers Act. This goal will both help ensure a work and school environment free from discrimination, and will contribute to enhanced student performance and the elimination of the achievement gap. To this end, the Board directs the Superintendent to develop and implement an AA/EEO Plan. The Board further directs the Superintendent to designate an Affirmative Action Officer to oversee the implementation of, and compliance with, the AA/EEO Plan.

The Board expects the AA/EEO Plan to include affirmative measures designed to ensure equal employment opportunities. The AA/EEO Plan shall identify job groups that show the underutilization of staff based on race or gender within the District; set reasonable employment goals and timetables for increasing the diversity of our staff; and establish a plan of action to enable the District to reach these employment goals.

The towards the goals articulated in this policy and the AA/EEO Plan are not rigid, inflexible quotas that must be met, but rather targets reasonably attainable by implementing best practices and applying good faith efforts. Neither this policy, nor the AA/EEO Plan, permit discrimination against any individual or group of individuals with respect to any employment opportunity for which the individual is qualified. Nothing herein is intended to sanction the discriminatory treatment of any person based on their protected status.

The Board further directs that all District employment policies, practices, and procedures will be examined periodically to ensure they are nondiscriminatory. These policies, practices and procedures are to be implemented by all administrative personnel, directors, personnel officers and anyone else who has responsibility for personnel functions. Equal employment opportunity and affirmative action are the responsibility of the entire District's workforce.



## Board Policy

5.10.025-P

## Diversity in Employment Policy

~~The Board directs the Superintendent to report annually on the implementation of this policy and the progress of the AA/EEO Plan.~~

Adopted 6/17/13; Amd. /2023  
OSBA: GBA

Legal References: ~~Minority Teacher~~ Oregon Educators Equity Act, ORS 342.433 to 342.449; ORS 342.934; ORS 408.225 to 408.235; ORS 652.210-220; ORS 659.850; ORS 659A.003-ORS 659A.820; Federal and state laws prohibiting discrimination in employment, including, Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act, the Age Discrimination in Employment Act, and ORS Chapter 659A; ~~No Child Left Behind Act of 2001, Pub. Law. 107-110 (2002)~~

	<p>BOARD POLICY</p> <p><b>Affirmative Action Policy</b></p>	<p><b>5.10.025-P</b></p>
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In order to close the racial achievement gap and better serve all students, Portland Public Schools staff must reflect the diversity of the students we serve. The Board of Education’s Racial Educational Equity Policy, 2.10.010-P, requires the school district to “recruit, employ, support and retain racially and linguistically diverse and culturally competent administrative, instructional and support personnel.” Oregon state law, as articulated in the Minority Teachers Act, states that “the number of minority teachers, including administrators, employed by school districts and education service districts shall be approximately proportionate to the number of minority children enrolled in the public schools of this state.” ORS § 342.437. This Affirmative Action Policy sets forth the Portland Public School District’s prohibition against discrimination, directs the Superintendent to create and implement an Affirmative Action/Equal Employment Opportunity Plan (AA/EEO Plan), and establishes the goal that the District will come into compliance with goal established by the Oregon Minority Teachers Act.

Equal Employment Opportunity

The District shall provide equal employment opportunity for all applicants and staff in recruitment, hiring, assignment, training, retention, transfer and promotion. All employment actions shall be in accordance with the Board Policy of Non-Discrimination, 1.80.020. The District shall comply with all federal, state and local laws relevant to equal employment and non-discrimination.

The District will not tolerate retaliation against any individual who reports discrimination or harassment; or testifies, assists or participates in any manner in an investigation, proceeding or hearing, regardless of the outcome of the complaint. Conduct that would likely deter an individual from reporting or supporting a claim may constitute retaliation. Retaliation can occur even if the underlying complaint of harassment or discrimination is not substantiated.

The Superintendent shall designate the Chief Human Resources Officer to oversee compliance with equal employment and non-discrimination.



BOARD POLICY

**Affirmative Action Policy**

**5.10.025-P**

Affirmative Action – Employment

In order to comply with the Racial Educational Equity Policy and the Oregon Minority Teachers Act, the District will make meaningful efforts to recruit, employ, support and retain a qualified work force that reflects the diversity of our student body. The Board expects to see measurable progress every year in reaching the goal established by the Oregon Minority Teachers Act. This goal will both help ensure a work and school environment free from discrimination, and will contribute to enhanced student performance and the elimination of the achievement gap. To this end, the Board directs the Superintendent to develop and implement an AA/EEO Plan. The Board further directs the Superintendent to designate an Affirmative Action Officer to oversee the implementation of, and compliance with, the AA/EEO Plan.

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BOARD POLICY

**Affirmative Action Policy**

**5.10.025-P**

The Board directs the Superintendent to report annually on the implementation of this policy and the progress of the AA/EEO Plan.

Adopted 6/17/13.

Legal References: Minority Teacher Act, ORS 342.433 to 342.449; Federal and state laws prohibiting discrimination in employment, including, Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act, the Age Discrimination in Employment Act, and ORS Chapter 659A; No Child Left Behind Act of 2001, Pub. Law. 107-110 (2002)

## **RESOLUTION No. 6790**

### **Resolution to Adopt Revised Naming School District Property 2.20.010-P**

#### **RECITALS**

- A. On August 7, August 28, and September 18 2023, the Board Policy Committee reviewed and considered the proposed revisions of the Naming School District Property 2.20.010-P policy.
- B. On October 10, 2023, the Board presented the first reading of the revised Naming School District Property policy.
- C. Pursuant to District policy, the public comment was open for at least 21 days, and there was no public comment received during the comment period.

#### **RESOLUTION**

The Board hereby adopts the revised Naming School District Property 2.20.010-P policy and instructs the Superintendent to amend any relevant administrative directives to conform to this adopted policy.

## 2.20.010-P Naming School District Property

### I. Responsibility and Authority

- (1) The naming of all School District properties including, but not limited to, School District schools, school facilities, programs, non-school facilities, as well as school mascots, symbols and other images considered for representation of a school or District is the responsibility of the Board of Education.
- (2) In considering appropriate names for any school, facility, programs, or representative images, it is the responsibility of the Board to ensure that the name properly reflects the type and mission of the school, facility, and focus option so as to not cause public confusion. In respect for the diversity of our community, names shall have broad acceptance in a multicultural society as determined by the Board of Education.
- (3) In the naming process, the Board recognizes the importance of soliciting student, staff, parent and community input, as appropriate, in the selection of names. Names may be presented by individuals, by petition, by chosen committees, or by other representative groups. While efforts will be made to respect student, staff, parent, and community preferences, the Board of Education retains the final authority over selection of names for schools, facilities, programs and representative images.
- (4) Requests for renaming of District properties may be presented by individuals, by petition, by chosen committees, or by other representative groups to the School Board. The petition needs to demonstrate diverse school community support or indicate the name change is being requested in accordance with section II (1) in this policy.
- (5) The School Board will take one of these actions:
  - Direct the Superintendent to conduct a renaming process
  - Decline the request
  - Defer action on the request to a later date
- (6) If the School Board directs the Superintendent to conduct a renaming process, the Superintendent will note the staff or financial resources needed to conduct the process.

### II. General Criteria for Names

## 2.20.010-P Naming School District Property

- (1) When evaluating school, non-school facility, program names, and representative images, the following general criteria shall be followed:
  - (a) Names submitted for consideration may:
    - (i) be known and significant to the community, students and staff; or
    - (ii) relate to local neighborhoods, to relevant geographic areas; to places of historical, geographical, geologic or cultural significance; to indigenous and characteristic flora or fauna; or
    - (iii) be persons or groups of persons, deceased at least three years, who have demonstrated international, national, state or local leadership in the fields of education, arts and sciences, or public service; or be thematic to reflect the character of the community culture and history; or
    - (iv) reflect features of the facility or program type, and mission of the facility.
    - (v) All considerations must reflect our commitment to eliminating racism and other systemic discrimination based on protected classes and its impact on student learning and educational activities.
  - (b) Names submitted for consideration shall not:
    - (i) conflict with the names of other schools or programs in the School District or surrounding School Districts.
    - (ii) reflect the names of specific cities with the exception of "Portland".
    - (iii) be a person, location or character whose primary identification is of a religious nature or be a name of a religious group or members
    - (iv) include the word 'neighborhood' in the school name unless the school has defined attendance barriers.
    - (v) include the word 'school' in its name if it is a special program that does not meet the definition of a school as stated in Board Policy 6.10.022-P.

### III. Special Recognition of Specific Persons

- (1) The Board of Education acknowledges that communities served by School District facilities periodically desire to recognize individuals

## 2.20.010-P Naming School District Property

for long and honorable service. Locations within school facilities or buildings may be named for former School District employees, citizens or students (not necessarily deceased) who have made specific contributions to education within Portland Public Schools.

- (2) Naming of locations inside schools and school facilities are subject to the approval of the Superintendent, with notice to the Board of the naming and the reasons for the recognition.

### IV. Gifts

- (1) The Board acknowledges that it has the authority to accept monetary or in-kind donations from individuals and entities. In exceptional circumstances, consideration may be given to naming locations within a school or non-school facility for a significant gift as determined by the Board, in consultation with the Superintendent. Any names in this instance shall be consistent with all School Board policies and shall reflect the donor's appropriate financial support as well as the donor commitment to the School District's mission and vision and the objectives of the public school system.

### V. Charter Schools

Agreements signed between Public Charter Schools and the School District will contain the requirement that the word 'Charter' be included as part of the Charter School name. Charter schools do not have defined attendance boundaries and, thus, shall not have the title 'neighborhood' as part of their name.

### VI. School Conversions, Mergers, or Reconfigurations

When a school undergoes conversion or is reconfigured into separate distinct units, each of which meets the definition of a school as stated in Board Policy 6.10.022-P, those schools will be named following the conditions and criteria for new schools as outlined in this policy. When two or more schools are merged and there is community support for a name other than the current name of the facility, the school community shall go through the renaming process using the criteria in this policy. The district shall waive the fiscal impact statement in these cases.

### VII. Renaming or Amending of Current Names

- (1) The Board recognizes that renaming existing schools or facilities or

## 2.20.010-P Naming School District Property

amending existing names by adding or deleting words or phrases is a serious, considered decision, and should not be made arbitrarily, frivolously, or in haste.

- (2) Such a decision must take into account the District's focus on eliminating racism and other systemic discrimination based on protected classes and its impact on student learning and educational activities.
- (3) Because the impact of renaming an existing school or amending an existing name is substantial in terms of potential public confusion, and administrative and fiscal costs, the burden is upon the party or parties proposing the name change to present persuasive evidence that the benefits of renaming outweigh community and School District impacts.
- (4) Central District staff will provide significant support to school-based administrators during a renaming process.
- (5) In considering a name change, the Board shall consider input and recommendations from the school community and the community at large. The request for a name change must be accompanied by a fiscal impact statement and a proposed method of covering the expense of the name change.
  - (a) The District will allow for an exemption to the fiscal impact statement and proposed method of covering the expense of the name change when a party can show the change is being made to address discrimination.

### VIII. Implementation

- (1) The Board of Education has the ultimate authority to determine if the criteria in this policy have been satisfied.
- (2) The Board authorizes the Superintendent to develop procedures which provide for implementation of this policy.

History: Adopted 7/12/2004; Amended 4/10/18; Amended \_\_/2023

# Portland Public School District 1<sup>st</sup> Reading

DATE OF FIRST READING: October 10, 2023

## **PUBLIC COMMENT FOR Revision of Policy 2.20.010-P: Naming School District Property**

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The Portland Public School District is providing Notice of Proposed Revised Policy and Public Comment to offer interested parties reasonable opportunity to submit data or comments on the proposed policies noted below.

Public comment may be submitted in writing directly to the district or through the district website noted below. Written comments must be submitted by 5:00pm on the Last Date for Comment listed below.

**Open for Comment until at least:  
October 31, 2023**

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**Summary:** Revision of Naming School District Property Policy 2.20.010-P

**1<sup>st</sup> Reading by:** Director Julia Brim-Edwards  
Portland Public School Board, Policy Committee Chair

**Recommended for a 1st Reading by:**  
Portland Public Schools Board of Education  
Policy Committee

**Draft Policy Web Site:** <http://www.pps.net/draftpolicies>

**Contact:** Rosanne Powell, Senior Board Manager  
**Address:** P.O. Box 3107, Portland, OR 97208-3107  
**Telephone:** 503-916-3741  
**E-mail:** [schoolboard@pps.net](mailto:schoolboard@pps.net)

**Draft Policy Comment Form:** <https://forms.gle/VqYbmVA36qqADj6n6>

<b>Included in Packet</b>	<b>Page</b>
Staff Report	03
Draft Policy	04
Redlined Policy with Proposed Changes	08
Original Policy	15



**STAFF REPORT**

**Date:** September 26, 2023  
**To:** School Board  
**From:** Mary Kane, Senior Legal Counsel  
**Subject:** Revision to Naming School District Property 2.20.010-P

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**BACKGROUND**

This policy was last amended in 2018. The proposed revisions came before the Board's Policy Committee on September 18, 2023, for discussion. Changes in the policy include shifting authorization for school name change decisions to the Board, as well as clarifying language about renaming to address racial and other systemic discrimination.

**FISCAL IMPACT**

There may be a fiscal impact as this policy is put into practice. Fiscal impact is addressed in the policy.

**COMMUNITY ENGAGEMENT**

There was no community engagement other than two public Policy Committee meetings.

**TIMELINE FOR IMPLEMENTATION / EVALUATION**

This will be implemented upon passage by the Board.

**STAFF RECOMMENDATION**

Staff recommends the Board adopt this amended policy.

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**ATTACHMENTS**

- A. Redline copy of Naming School District Property 2.20.010-P
- B. Clean copy of Naming School District Property 2.20.010-P

## 2.20.010-P Naming School District Property

### I. Responsibility and Authority

- (1) The naming of all School District properties including, but not limited to, School District schools, school facilities, programs, non-school facilities, as well as school mascots, symbols and other images considered for representation of a school or District is the responsibility of the Board of Education.
- (2) In considering appropriate names for any school, facility, programs, or representative images, it is the responsibility of the Board to ensure that the name properly reflects the type and mission of the school, facility, and focus option so as to not cause public confusion. In respect for the diversity of our community, names shall have broad acceptance in a multicultural society as determined by the Board of Education.
- (3) In the naming process, the Board recognizes the importance of soliciting student, staff, parent and community input, as appropriate, in the selection of names. Names may be presented by individuals, by petition, by chosen committees, or by other representative groups. While efforts will be made to respect student, staff, parent, and community preferences, the Board of Education retains the final authority over selection of names for schools, facilities, programs and representative images.
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  - Decline the request
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- (6) If the School Board directs the Superintendent to conduct a renaming process, the Superintendent will note the staff or financial resources needed to conduct the process.

### II. General Criteria for Names

## 2.20.010-P Naming School District Property

- (1) When evaluating school, non-school facility, program names, and representative images, the following general criteria shall be followed:
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    - (iv) include the word 'neighborhood' in the school name unless the school has defined attendance barriers.
    - (v) include the word 'school' in its name if it is a special program that does not meet the definition of a school as stated in Board Policy 6.10.022-P.

### III. Special Recognition of Specific Persons

- (1) The Board of Education acknowledges that communities served by School District facilities periodically desire to recognize individuals

## 2.20.010-P Naming School District Property

for long and honorable service. Locations within school facilities or buildings may be named for former School District employees, citizens or students (not necessarily deceased) who have made specific contributions to education within Portland Public Schools.

- (2) Naming of locations inside schools and school facilities are subject to the approval of the Superintendent, with notice to the Board of the naming and the reasons for the recognition.

### IV. Gifts

- (1) The Board acknowledges that it has the authority to accept monetary or in-kind donations from individuals and entities. In exceptional circumstances, consideration may be given to naming locations within a school or non-school facility for a significant gift as determined by the Board, in consultation with the Superintendent. Any names in this instance shall be consistent with all School Board policies and shall reflect the donor's appropriate financial support as well as the donor commitment to the School District's mission and vision and the objectives of the public school system.

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## 2.20.010-P Naming School District Property

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### VIII. Implementation

- (1) The Board of Education has the ultimate authority to determine if the criteria in this policy have been satisfied.
- (2) The Board authorizes the Superintendent to develop procedures which provide for implementation of this policy.

History: Adopted 7/12/2004; Amended 4/10/18; Amended \_\_/2023

## 2.20.010-P Naming School District Property

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## 2.20.010-P Naming School District Property

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## 2.20.010-P Naming School District Property

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## 2.20.010-P Naming School District Property

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## 2.20.010-P Naming School District Property

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## 2.20.010-P Naming School District Property

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## 2.20.010-P Naming School District Property

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History: Adopted 7/12/2004; Amended 4/10/18

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## 2.20.010-P Naming School District Property

- (iv) be thematic to reflect the character of the community culture and history; or
  - (v) reflect features of the facility or program type, and mission of the facility.
  - (vi) All considerations must reflect our commitment to eliminating systemic discrimination and its impact on student learning and educational activities.
- (b) Names submitted for consideration shall not:
- (i) conflict with the names of other schools or programs in the School District or surrounding School Districts.
  - (ii) reflect the names of specific cities with the exception of "Portland".
  - (iii) be a person, location or character whose primary identification is of a religious nature or be a name of a religious group or members
  - (iv) include the word 'neighborhood' in the school name unless the school has defined attendance barriers.
  - (v) include the word 'school' in its name if it is a special program that does not meet the definition of a school as stated in Board Policy 6.10.022-P.

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### III. Special Recognition of Specific Persons

- (1) The Board of Education acknowledges that communities served by School District facilities periodically desire to recognize individuals for long and honorable service. Locations within school facilities or buildings may be named for former School District employees, citizens or students (not necessarily deceased) who have made specific contributions to education within Portland Public Schools.
- (2) Naming of locations inside schools and school facilities are subject to the approval of the Superintendent, with notice to the Board.

### IV. Gifts

- (1) The Board acknowledges that it has the authority to accept monetary or in-kind donations from individuals and entities. In exceptional circumstances, consideration may be given to naming locations within a school or non-school facility for a significant gift as determined by the Board, in consultation with the

# 2.20.010-P Naming School District Property

Superintendent. Any names in this instance shall be consistent with all School Board policies and shall reflect the donor’s appropriate financial support as well as the donor commitment to the School District’s mission and vision and the objectives of the public school system.

## V. Charter Schools

Agreements signed between Public Charter Schools and the School District will contain the requirement that the word ‘Charter’ be included as part of the Charter School name. Charter schools do not have defined attendance boundaries and, thus, shall not have the title ‘neighborhood’ as part of their name.

## VI. School Conversions, Mergers, or Reconfigurations

When a school undergoes conversion or is reconfigured into separate distinct units, each of which meets the definition of a school as stated in Board Policy 6.10.022-P, those schools will be named following the conditions and criteria for new schools as outlined in this policy. When two or more schools are merged and there is community support for a name other than the current name of the facility, the school community shall go through the renaming process using the criteria in this policy. The district shall waive the fiscal impact statement in these cases.

## VII. Renaming or Amending of Current Names

- (1) The Board recognizes that renaming existing schools or facilities or amending existing names by adding or deleting words or phrases is a serious, considered decision, and should not be made arbitrarily, frivolously, or in haste.
- (2) Such a decision must take into account the District’s focus on eliminating systemic discrimination and its impact on student learning and educational activities.
- (3) Because the impact of renaming an existing school or amending an existing name is substantial in terms of potential public confusion, and administrative and fiscal costs, the burden is upon the party or parties proposing the name change to present persuasive evidence that the benefits of renaming outweigh community and School District impacts.

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## 2.20.010-P Naming School District Property

- (4) In considering a name change, the Board shall consider input and recommendations from the school community and the community at large. The request for a name change must be accompanied by a fiscal impact statement and a proposed method of covering the expense of the name change.
  - (a) The District will allow for an exemption to the fiscal impact statement and proposed method of covering the expense of the name change when a party can show the change is being made to address discrimination.

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### VIII. Implementation

- (1) The Board of Education has the ultimate authority to determine if the criteria in this policy have been satisfied.
- (2) The Board authorizes the Superintendent to develop procedures which provide for implementation of this policy.

History: Adopted 7/12/2004; Amended 4/10/18

**RESOLUTION No. 6802**

Resolution to Support Kris Howatt for the Oregon School Boards Association  
Board of Directors Position Number 18

**RECITALS**

- A. Portland Public Schools is a member of the Oregon School Boards Association.
- B. The Oregon School Boards Association requests the Portland Public Schools Board of Education to cast its vote for OSBA governance positions.

**RESOLVED**

The Portland Public Schools Board of Education supports Kris Howatt for the OSBA Board of Director position 18.



**RESOLUTION No. 6803**

Resolution to Support Jessica Arzate for the Oregon School Boards Association  
Legislative Policy Committee Position Number 18

**RECITALS**

- A. Portland Public Schools is a member of the Oregon School Boards Association.
- B. The Oregon School Boards Association requests the Portland Public Schools Board of Education to cast its vote for OSBA governance positions.

**RESOLVED**

The Portland Public Schools Board of Education supports Jessica Arzate for the OSBA Legislative Policy Committee position 18.

**RESOLUTION No. 6804**

Resolution to Support Brenda Rivas for the Oregon School Boards Association Legislative Policy  
Committee Position Number 17

**RECITALS**

- A. Portland Public Schools is a member of the Oregon School Boards Association.
- B. The Oregon School Boards Association requests the Portland Public Schools Board of Education to cast its vote for OSBA governance positions.

**RESOLVED**

The Portland Public Schools Board of Education supports Brenda Rivas for the OSBA Legislative Policy Committee position 17.

**RESOLUTION No. 6805**

Resolution to Support David Linn for the Oregon School Boards Association  
Legislative Policy Committee Position Number 19

**RECITALS**

- A. Portland Public Schools is a member of the Oregon School Boards Association.
- B. The Oregon School Boards Association requests the Portland Public Schools Board of Education to cast its vote for OSBA governance positions.

**RESOLVED**

The Portland Public Schools Board of Education supports David Linn for the OSBA Legislative Policy Committee position 19.

## 2022-23 Student Investment Account Annual Report Template

This Student Investment Account Annual Report Questions template aims to help districts organize narrative responses to questions prior to submitting their Annual Report via SmartSheet. Final draft responses to these questions will be copied into the ODE reporting dashboard.

### Portland Public Schools SIA Annual Report Responses - Year 3 (2022-2023)

#### **1. What changes in behavior, actions, policies, or practices have you observed related to SIA implementation during the 2022-23 school year? How do you see these changes contributing to the goals and outcomes in your SIA plan? (500 words or less)**

The changes contributing to the goals in the SIA plan represent sustained investment and focus on high-leverage strategies, culturally responsive and sustaining practices, and a commitment to educational equity. In 2018, PPS launched a collaborative effort to develop a vision, a "North Star" to guide the transformation of PPS into one of the premier systems in the country over the next decade. Since that time, PPS began implementing *Forward Together*, the 2021–2025 Strategic Plan for Racial Equity, Inclusion, and Excellence. The changes we are seeing represent a sustained effort to implement the vision, system shifts, and strategies outlined in those guiding documents. SIA was a funding source used to deepen and accelerate that work, especially for our focal student groups.

SIA invested in professional learning, site-based staff, and responsive resources to implement the PPS Instructional Framework, Multi-Tiered Systems of Supports (MTSS), Master Arts Education Plan, school counseling core curriculum, and the RESJ Partnership Strategy. These frameworks and strategies have been central to improving the quality and coherence of student learning across our schools.

PPS remains committed to continuous improvement to meet our students' differentiated needs, which is reflected in the positive student achievement trends. Despite national declines in reading and math performance, PPS students are displaying growth. Notably, overall math achievement has improved across all grade levels in 2023 compared to 2022 and exceeds statewide averages. The achievements in PPS are nearing or, in some cases, surpassing pre-pandemic levels.

PPS also recognizes there is still a lot of work to do. When data are disaggregated by race and ethnicity, performance gaps between student groups are pronounced. We must accelerate growth for all students, especially focal student groups.

#### **2. What barriers or challenges to SIA implementation have you experienced that are helpful for your community and/or state leaders to be aware of? What adjustments, if any, did you make to your SIA plan as a result of these challenges? (500 words or less)**

Long-term improvement to achieve transformational change in PreK-12 education is complex and has many inherent challenges. It requires doing the right work in every classroom for every student every day.

The past three years have had profound challenges which have been documented in previous SIA reports. PPS has led this transformational change through rapidly fluctuating budgets, inflation, staffing, the pandemic, and socio-political events. We've adjusted and refined our approaches to support the well-being of our staff and families while sustaining deeper investments in high-quality instruction and comprehensive wrap-around supports.

Navigating and managing SIA as a discrete funding source, which represents less than 2% of the total district budget, has added administrative challenges to the process. While the SIA grant's allowable uses are relatively flexible, we have spent an extremely disproportionate amount of time managing compliance requirements that have been exacting in their oversight while also changing each year. The requirements do not always reflect the size and complexity of PPS, which has necessitated significant clarifications when implementing them. There has been an especially disproportionate amount of time spent clarifying and managing charter school requirements.

**3. SIA implementation includes ongoing engagement with all students, focal students, families, staff, and community partners. How have relationships with or between those groups changed and/or been maintained throughout this academic year? Consider the [Community Engagement Toolkit](#) and where your efforts might land on the Levels of Community Engagement spectrum as you complete your response. (500 words or less)**

As described in previous SIA plans and reports in addition to the Integrated Grant plan submitted in March 2023, PPS has ongoing community engagement that continuously informs decisions.

The levels of engagement range from 1-Informed to 4-Collaborate, and where possible 5-Defer.

Whether developing our vision, shaping our strategic plan, or checking in with our communities, Portland Public Schools is deeply committed to meaningful, authentic, and ongoing community engagement. We leverage community-based partners, advisory bodies, and existing networks. Many of these are rooted in underserved student populations, and we make a point of approaching these students and their families first. Our work is guided by communications and engagement plans, and we're constantly reflecting on our practices to incorporate improvements.

Specifically, SIA funded deeper investments in:

- BIPOC student-led affinity opportunities and events at middle schools and high schools
- Specially designed training and supports for Spanish-speaking families with students experiencing disability
- Collaboration and relationship building with early childhood families transitioning into Kindergarten
- Contracts to engage racial equity social justice (RESJ) partners as collaborators and direct service providers
- Forming the PPS Arts Education Advisory Committee to establish and sustain equitable access to high-quality arts education for all students

**4. As you think about what guided your choices and prioritization efforts in this year of SIA implementation, what stands out? How will what you've learned this year impact future SIA implementation efforts? (500 words or less)**

PPS is making a long-term commitment to transformational change. We are still early in the process three years in, but we are encouraged by positive performance trends noted previously in this report.

In guiding choices and priorities, we always start with our *Why*. It is centered on Educational Equity – raising the achievement of all students while (1) eliminating the gaps between the lowest and highest performing students and (2) eliminating the racial predictability and disproportionality of which student groups occupy the highest and lowest achievement categories.

We are approaching our work with the Instructional Framework as our *What* and High-Quality Instructional Materials and Teacher Professional Learning as our *How*. They are all three connected and critical for our Roadmap to Educational Equity to be successful.

An example of an SIA funding shift informed by recent learning is more deeply investing in site-based instructional coaches for the 2023-2024 school year. These coaches will focus on providing professional learning and embedded support for teachers, facilitating the full implementation of the Instructional Framework. This adjustment aims to reduce the need for tiered instruction.

PPS will continue to leverage SIA as a funding source to bolster the strategic priorities for sustaining robust Multi-tiered Systems of Support, critical wrap-around services, and well-rounded educational experiences through arts and career pathways that are guided by new learning and the implementation of our Strategic Plan. We will sustain our commitment to continuous improvement to achieve educational equity.



## PORTLAND PUBLIC SCHOOLS

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**To:** Portland Public Schools Board of Directors

**From:** Leslie O'Dell, Sr. Director of Funded Programs

**CC:** Superintendent Guadalupe Guerrero  
Dr. Cheryl Proctor, Deputy Superintendent Instruction & School Communities  
Myong Leigh, Interim Deputy Superintendent, Business & Operations  
Dr. Renard Adams, Chief of Research, Assessment & Accountability.  
Jonathan Garcia, Chief of Staff  
Kristina Howard, Interim Chief Academic Officer  
Dr. Jon Franco, Chief of Schools  
Jey Buno, Chief of Student Support Services

**Date:**

**Subject: ODE's Aligning for Student Success: Integrated Guidance for Six ODE Initiatives**

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The purpose of this memo is to highlight investments and progress for the third and final year (2022-2023) of our Student Investment Account (SIA) plan.

### **Student Investment Account (SIA) Background**

In 2019, the Oregon legislature passed House Bill 3427, which created the Student Success Act (SSA). The Student Success Act invests approximately \$1 billion a year in Oregon education. Of those funds, 50%, or about \$500 million a year is allocated to districts through the Student Investment Account (SIA).

In March 2020, PPS submitted a three-year plan directly informed by PPS Reimagined, a unified vision for optimal teaching and learning with five system shifts prioritized for 2020-2021. Investments were prioritized based on an extensive needs assessment, including community-wide engagement with students, families, teachers, staff, and community-based stakeholders.

PPS has led transformational change through the past three years with rapidly fluctuating budgets, inflation, staffing, the pandemic, and socio-political events. We've adjusted and refined our approaches to support the well-being of our staff and families while sustaining deeper investments in high-quality instruction and comprehensive wrap-around supports. While our landscape has evolved, the overarching priorities for the 3-year SIA plan endured. Those priorities are:

- Racial equity and social justice
- Closing the achievement and opportunity gaps for our historically underserved students
- Social, emotional, and mental health supports.

Please see the [PPS Student Investment Account site](#) for the plans and additional background.

## 2022-2023 PPS Plan and Priorities

In the third and final year of the original SIA plan, PPS continued to prioritize high-quality systemic improvements for educational equity.

While SIA as a funding source represents about 2% of the total budget, the funds have been leveraged to support deepened and accelerated investment in strategic priorities, especially for our focal student groups.

SIA invested in professional learning, site-based staff, and responsive resources to implement the PPS Instructional Framework, Multi-Tiered Systems of Support (MTSS), Master Arts Education Plan, school counseling core curriculum, and the RESJ Partnership Strategy. These frameworks and strategies have been central to improving the quality and coherence of student learning across our schools.

Core investments:

- Site-based instructional supports, including instructional specialists, staffing for reduced class sizes, expanded visual and performing arts programming, special education staffing and resources, and expanded middle school electives. (43% of investments)
- Partnerships and contracts with RESJ partners, alternative education providers, and charters to provide responsive and differentiated enrichment and learning opportunities. (17% of investments)
- Social, emotional, mental, and behavioral health investments in contracted services and staff to deepen programs, improve safety, and expand direct services. This includes multi-tiered systems of support, substance abuse, and suicide prevention. (27% of investments)
- Professional development and support for core curriculum implementation (8%)

Additional differentiated investments:

- BIPOC student-led affinity opportunities and events at middle schools and high schools
- Staffing and community partnerships to provide culturally responsive programming and supports for Native students.
- College and Career Coordinators for Multiple Pathways to Graduation to promote student re-engagement and to connect them with district-wide services and education options.
- Translation services, supplies, and childcare for community engagement events

## 2023-2024 New Statewide Evaluation Framework

Going forward, the statewide evaluation and reporting requirements for SIA are changing significantly under [ODE's Integrated Grant Guidance](#). (Additional details on the PPS Integrated Grant plan are [here](#).)

ODE required districts to co-develop Longitudinal Performance Growth Targets (LPGTs) with them. The LPGTs are a statutory requirement based on the "5 common metrics," which are published on the [ODE Data Dashboard](#). (Note: The LPGTs are public, but not tracked on the dashboard.) The 5 Common Metrics are as follows:

- Third-grade reading proficiency rates
- Ninth-grade on-track rates
- Regular attendance rates
- Four-year or on-time graduation rates
- Five-year completion rates

The district's co-developed LPGTs fulfill the statewide evaluation requirements. They do not replace the Board Goals. Our Board Goals for our students continue to drive systemic improvement and serve as target outcomes for our students.

We bring our three-year SIA plan to a close with this annual report. As we transition to a new integrated SIA plan and evaluation framework, we want to take a moment to recognize and thank the Board as well as the many educators, community members, students, and families who helped shape and implement this work and look forward to the continued partnership.

### **SIA Annual Report**

SIA Annual Report includes the following

1. [SIA Report Journal](#)
2. [Annual Report Slides](#),
3. [Financial Report](#)

Activity Number	Activity	2022-23 (Y2) Budgeted Cost	Total Spent 2022-23	Q2 Amount Spent (7/1/22- 12/31/22)	Q3 Amount Spent (1/1/23-3/31/23)	Q4 Amount Spent (4/1/23-9/30/23)	Unspent Funds 2022-23
	<b>Total with charters</b>	<b>\$37,961,283.68</b>	<b>\$37,961,283.68</b>	<b>\$11,501,040.44</b>	<b>\$10,554,692.84</b>	<b>\$15,905,550.40</b>	<b>\$319,713.81</b>
	<a href="#">Emerson School</a>	\$96,559.96	\$69,251.00	\$46,110.00	\$23,141.00	\$0.00	\$27,308.96
	<a href="#">Portland Arthur Academy Charter School</a>	\$120,342.00	\$77,509.00	\$35,297.00	\$42,212.00	\$0.00	\$42,833.00
	<a href="#">Portland Village School</a>	\$293,233.05	\$193,576.00	\$132,036.00	\$61,540.00	\$0.00	\$99,657.05
	<a href="#">Le Monde French Immersion Public Charter School</a>	\$266,482.36	\$209,586.00	\$132,246.00	\$77,340.00	\$0.00	\$56,896.36
	Charters--distributed but not yet reported spent		\$226,695.37	\$42,619.69	-\$10,078.66	\$194,154.34	
	<b>State Sponsored Charters</b>	<b>\$319,713.82</b>	<b>\$319,713.82</b>	<b>\$64,769.76</b>	<b>\$175,015.62</b>	<b>\$79,928.44</b>	
	<b>Total without above charters</b>	<b>\$36,864,952.49</b>	<b>\$36,864,952.49</b>	<b>\$11,047,961.99</b>	<b>\$10,185,522.88</b>	<b>\$15,631,467.62</b>	<b>\$0.00</b>
1	Schools prioritized as needing supports for improvement will receive Instructional Specialist FTE.	3,424,592.58	\$3,589,887.29	1,444,254.29	1,102,958.89	1,042,674.11	
2	Fringe for activity 1	2,366,994.27	\$1,736,900.25	669,251.32	514,640.61	553,008.32	
3	Support and provide opportunities that call for engaging students of color in youth leadership activities, such as student-led conferences, community-building with affinity groups, and networking.	50,000.00	\$41,791.59	34,424.86	2,309.83	5,056.90	
4	Support and resources for Community Engagement, such as translation services, supplies, food, and childcare.	25,000.00	\$432,537.11	1,300.60	4,467.81	426,768.70	
5	Increase funding to RESJ Partnership contracts with culturally specific organizations in five strategy areas: 1. Culturally Specific Family Engagement 2. Culturally Specific Wrap Around Services 3. Culturally Specific Mentoring and Leadership Development 4. Culturally Specific Extended Day and Enrichment Activities 5. Culturally Specific Identity Development Both the strategies as well as the service provision are focussed on researched based, effective services that improve academic success for students of color. Services are provided by racially diverse staff at partner organizations, significantly more reflective of the student population.	3,400,000.00	\$4,897,420.34	0.00	1,047,422.14	3,849,998.20	
6	Funding to support our Multi-tiered Systems of Support (MTSS) districtwide adoption and implementation. Includes increasing FTE to establish capacity for coaching and supports for soft start classrooms in two high schools for students with tier three needs, and additional restorative justice specialists to assist with restorative practices and harm reduction district wide.	154,137.40	\$658,585.20	138,504.32	63,062.07	457,018.81	
7	Fringe for activity 6	75,576.18	\$304,331.80	57,265.15	28,158.75	218,907.90	
8	Non personnel expenses for activity 6	250,000.00	\$0.00	0.00	0.00	0.00	
9	This funding will support social emotional learning (SEL) curriculum, coaching and PD throughout the district, align priorities of infusing trauma informed care into our classrooms and an additional administrator and TOSA for oversight to support capacity building, training, supervision and SEL vision. With the district's move toward incorporating trauma informed care into all programs, there is a need for Social Emotional Learning (SEL) to be integrated in all levels, from Central Office to specialized classrooms. This investment in SEL will also include curriculum and professional development for staff.	330,527.04	\$147,397.99	37,028.52	55,126.41	55,243.06	
10	Fringe for activity 9	142,229.39	\$69,673.44	17,193.31	26,791.09	25,689.04	
11	Non personnel expenses for activity 9	310,000.00	\$49,999.92	20,833.30	12,499.98	16,666.64	
12	Additional FTE and resources to expand SPED programming due to increased numbers. Includes para-educator support for students with the highest needs as well as staffing and resources for new learning center, communication behavior, and intensive skills classrooms.	1,200,000.00	\$1,090,672.62	436,417.56	331,963.25	322,291.81	

Activity Number	Activity	2022-23 (Y2) Budgeted Cost	Total Spent 2022-23	Q2 Amount Spent (7/1/22- 12/31/22)	Q3 Amount Spent (1/1/23-3/31/23)	Q4 Amount Spent (4/1/23-9/30/23)	Unspent Funds 2022-23
13	Provide Mental Health, Substance Use (SUD) & Behavioral Health supports, including contracts, programs, FTE for: - culturally specific mental health and drug and alcohol specialists, - dual diagnosis clinicians to support student mental health and SUD challenges, - transition support for students returning to school from treatment centers, - school psychologists supporting district-wide caseload management and CSI school behavior support plans, - districtwide qualified mental health supports, - administrative support.	1,980,000.00	\$483,460.89	213,083.41	145,327.03	125,050.45	
14	Fringe for activity 13	193,828.17	\$274,674.45	130,368.08	82,047.43	62,258.94	
15	Student Supports Provide specialized supports and services that include: - medical equipment for accommodation needs for students on 504 plans - educational assistants (EA) supporting students on 504 plans; - culturally responsive crisis response and recovery needs districtwide; - professional development and investigation support for Title IX requirements	325,000.00	\$265,838.92	101,616.35	69,653.25	94,569.32	
16	Fringe for activity 15	73,722.78	\$137,554.87	56,426.10	42,009.05	39,119.72	
17	Non personnel expenses for activity 15	100,000.00	\$0.00	0.00	0.00	0.00	
18	Support the development and implementation of curricular resources for K-12 Social Studies/Ethnic Studies, K-12 Multilingual Literacy System which include Reading, Writing and Speaking, and K-3 Foundational Skills.	600,000.00	\$1,441,732.57	260,585.83	173,006.72	1,008,140.02	
19	Partially fund an instructional material adoption by supporting professional learning to support students who are emergent bilingual in language development throughout our core curriculum.	150,000.00	\$85.07	25,337.24	0.00	(25,252.17)	
20	Provide support staff to plan and implement the K-12 math redesign and curriculum adoption, including curriculum development, professional development, and planning time.	279,943.00	\$508,432.26	167,747.61	123,976.75	216,707.90	
21	Fringe for activity 20	132,221.57	\$199,971.53	73,465.27	56,804.33	69,701.93	
22	Non-personnel for activity 20	782,835.43	\$247,517.63	0.00	11,960.00	235,557.63	
25	Supports for Native students and after school programs, includes collaboration with culturally specific community partners to support student success and also support implementation of Senate Bill 13.	138,977.75	\$161,175.08	53,088.10	39,997.45	68,089.53	
26	Fringe for activity 25	26,022.25	\$26,850.43	8,613.01	8,184.67	10,052.75	
27	PreK-3 Plan Implementation. This investment develops a more comprehensive approach to effectively support preK to K transitions for students, families, and staff. In addition, it will allow us to implement more developmentally appropriate, inclusive, and aligned learning experiences and environments from PK-1st grade.	60,000.00	\$0.00	0.00	0.00	0.00	
28	Provide supports to reduce the digital divide and promote technology-enhanced learning opportunities at four middle schools. The funds will be matched with the middle schools' Verizon Innovative Learning Schools grant.	244,070.30	\$435,607.55	118,061.45	89,821.09	227,725.01	
29	Fringe for activity 28	117,005.39	\$247,505.14	55,018.17	43,117.14	149,369.83	
30	(Strategy 7) School FTE Adds Abov Staffing Formulas - Counselor for SEL Supports - 7.00	820,000.00	\$0.00	0.00	0.00	0.00	
31	Add and maintain FTE for counselors to lower the counselor to student ratio for all middle schools, Title/Comprehensive Supports for Improvement (CSI) K-5s and K-8s. Target standard is ratio of 250:1 based on the American School Counselor Association (ASCA) recommendations.	1,199,771.50	\$1,478,390.11	573,771.92	460,986.06	443,632.13	
32	Fringe for activity 31	1,155,189.17	\$732,590.27	271,722.60	226,853.06	234,014.61	

Activity Number	Activity	2022-23 (Y2) Budgeted Cost	Total Spent 2022-23	Q2 Amount Spent (7/1/22- 12/31/22)	Q3 Amount Spent (1/1/23-3/31/23)	Q4 Amount Spent (4/1/23-9/30/23)	Unspent Funds 2022-23
33	Add and maintain FTE and culturally-specific contracts for social work supports in schools, including principals option for counselor, social workers, or QMHPs (inclusive of school psychologists). Includes MPG programs, Pioneer, Community Transition Program (CTP), and other K-12 schools in alignment with staffing formula.	2,328,687.75	\$3,841,561.45	1,529,903.35	1,164,285.10	1,147,373.00	
34	Fringe for activity 33	2,315,950.87	\$1,949,648.86	752,719.71	596,730.59	600,198.56	
35	Add FTE for College and Career Coordinators for Multiple Pathways to Graduation (MPG). MPG serves students districtwide who need additional support in the form of: re-engagement in their education, enrollment in alternative education, day and residential treatment (DART) school placement, district wide credit recovery opportunities, Teen Parent Services, and MPG School social work services, as well as other schools and programs.	121,084.87	\$192,755.49	78,375.94	58,239.24	56,140.31	
36	Fringe for activity 35	81,786.58	\$95,167.85	38,383.45	29,693.19	27,091.21	
37	Add FTE to create more optimal student-teacher ratios and class sizes across K-5 classrooms to better ensure differentiated and personalized learning experiences.	901,694.00	\$1,800,105.03	708,093.52	579,307.21	512,704.30	
38	Fringe for activity 37	823,584.75	\$894,124.33	338,331.91	289,708.18	266,084.24	
39	School FTE Adds above Staffing Formulas - 6-8 Improved Class Size 10	1,172,991.78	\$1,066,928.82	441,023.80	323,183.40	302,721.62	
40	Add and maintain FTE to increase elective opportunities for grades 6-8 in K-8s and middle schools to better ensure differentiated and personalized learning experiences.	683,875.95	\$488,660.07	193,702.70	160,411.47	134,545.90	
41	Fringe for activity 40	173,089.00	\$242,169.89	92,094.65	79,954.60	70,120.64	
42	Add and maintain FTE to support middle schools piloting schedules, such as a 7th period, to allow students more choice and opportunities for learning.	1,760,424.37	\$458,362.44	180,537.04	156,935.09	120,890.31	
43	Fringe for activity 42	445,563.40	\$265,987.51	104,478.13	92,416.20	69,093.18	
44	Community based education agency (CBO) Funding	848,575.00	\$849,924.18	144,726.69	70,303.88	634,893.61	
45	(Strategy 4) Middle School Redesign	300,000.00	\$181,069.36	36,061.25	42,885.91	102,122.20	
46	(Strategy 5) Visual and Performing Arts Pathway	4,300,000.00	\$3,637,366.87	1,422,245.43	1,179,542.51	1,035,578.93	
47	Student Support Services Projects		\$740,536.02	21,906.05	98,781.45	619,848.52	
48	Indirect	500,000.00	\$500,000.00	0.00	500,000.00	0.00	



**FORWARD**  
**TOGETHER**

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# Student Investment Account

## Year 3 (2022-2023) Annual Report

November 28, 2023

# Objective for Tonight's Presentation

Highlight Student Investment Account (SIA) key investments and progress from the 2022-2023 school year



# Plan Highlights

2022-2023 is the final year of the three-year SIA plan

SIA funds represented about 2% of the total 2022-2023 PPS budget

SIA funds continue to deepen and accelerate investment in strategic priorities, especially for our focal student groups.

The overarching priorities endured from 2020 to today

- Racial equity and social justice
- Closing the achievement and opportunity gaps for historically underserved students
- Social, emotional, and mental health supports

# Key SIA Investments (2022-2023)

## Site-based instructional supports

- Instructional specialists
- Reduced class sizes
- Visual and Performing Arts programming
- Special Education staffing and resources
- Expanded middle school electives

## Social, emotional, mental, and behavioral health

- Contracted services, staff, and programs
- Improve safety and expand direct services
- Substance abuse and suicide prevention

## Partnerships and contracts

- RESJ partners
- Alternative education providers
- Charters schools

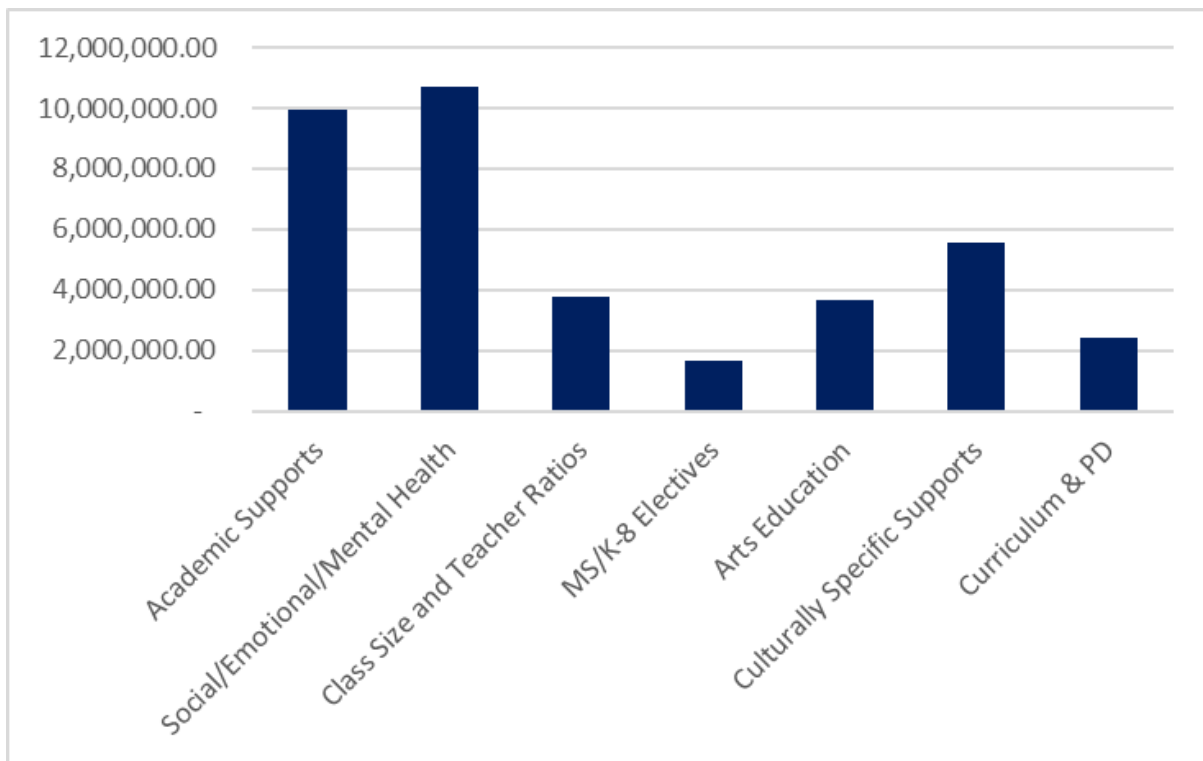
## Curriculum Implementation

- Resources and professional development for core curriculum implementation

## Additional differentiated investments

- BIPOC student-led affinity opportunities
- Culturally responsive programming for Native students
- College and Career Coordinators for Multiple Pathways to Graduation

# Year 3 Investments by Category



About 70% of funds invested in:

- Academic supports
- Social, emotional, and mental health
- Culturally specific supports

The remaining funds were invested in the other 4 categories.

# Thank you!

# Appendix

## Annual Report

# Student Investment Account Year 3 (2022-2023) Annual Report

## SIA Annual Report Journal

SIA Annual Report Template 

2022-23 Student Investment Account Annual Report Template

This Student Investment Account Annual Report Quizzlet template aims to help districts organize narrative responses to questions prior to submitting their Annual Report via SmartSheet. Final draft responses to these questions will be copied into the ODE reporting dashboard.

Portland Public Schools

SIA Annual Report Responses - Year 3 (2022-2023)

1. What changes in behavior, actions, policies, or practices have you observed related to SIA implementation during the 2022-23 school year? How do you see these changes contributing to the goals and outcomes in your SIA plan? (500 words or less)

The changes contributing to the goals in the SIA plan represent sustained investment and focus on high-leverage strategies, culturally responsive and sustaining practices, and a commitment to educational equity. In 2018, PPS launched a collaborative effort to develop a vision, a "North Star" to guide the transformation of PPS into one of the premier systems in the country over the next decade. Since that time, PPS began implementing Forward Together, the 2021-2023 Strategic Plan for Racial Equity, Inclusion, and Excellence. The changes we are seeing represent a sustained effort to implement the vision, system shifts, and strategies outlined in those guiding documents. SIA was a funding source used to deepen and accelerate that work, especially for our focal student groups.

SIA invested in professional learning, site-based staff, and responsive resources to implement the PPS Instructional Framework, Multi-Tiered Systems of Supports (MTSS), Master Arts Educator Plan, school counseling core curriculum, and the RE3I Partnership Strategy. These frameworks and strategies have been central to improving the quality and coherence of student learning across our schools.

PPS remains committed to continuous improvement to meet our students' differentiated needs, which is reflected in the positive student achievement trends. Despite national declines in reading and math performance, PPS students are displaying growth. Notably, overall math achievement has improved across all grade levels in 2023 compared to 2022 and exceeds statewide averages. The achievements in PPS are nearing or, in some cases, surpassing pre-pandemic levels.

PPS also recognizes there is still a lot of work to do. When data are disaggregated by race and ethnicity, performance gaps between student groups are pronounced. We must accelerate growth for all students, especially focal student groups.

2. What barriers or challenges to SIA implementation have you experienced that are helpful for your community and/or state leaders to be aware of? What adjustments, if any, did you make to your SIA plan as a result of these challenges? (500 words or less)

Long-term improvement to achieve transformational change in PreK-12 education is complex and has many inherent challenges. It requires doing the right work in every classroom for every student every day.

The past three years have had profound challenges which have been documented in previous SIA reports. PPS has led this transformational change through rapidly fluctuating budgets, inflation, staffing, the pandemic, and socio-political events. We've adjusted and refined our approaches to support the well-being of our staff and families while sustaining deeper investments in high-quality instruction and comprehensive wrap-around supports.

1

## RESOLUTION NO. XXXX

### Amendment No. 1 to the Fiscal Year 2023-24 Budget for School District No. 1J, Multnomah County, Oregon

#### RECITALS

- A. On June 13, 2023, the Board of Education (“Board”), by way of Resolution No. 6323, voted to adopt an annual budget for the Fiscal Year 2023-24 as required under Local Budget Law; and
- B. Board Policy 8.10.030-AD, “Budget Reallocations - Post Budget Adoption,” establishes the guidelines to ensure consistent and detailed communication on fiscal issues between the Superintendent and the Board; and
- C. Oregon Local Budget Law, ORS 294.471, allows budget changes after adoption under prescribed guidelines; and
- D. This Amendment No. 1 revises appropriations to align the budget with current projections. Changes in appropriation levels are summarized in Attachment A and include the following major components:
- i. \$22,590,000 - General Fund (Fund 100)
    - 1. Increase the beginning fund balance to reflect 2022-23 unaudited actuals
    - 2. Increase resources in Local Property Tax, Other Local Sources, State Sources, Federal Sources
    - 3. Decrease resources in Local Option Taxes and County and Intermediate Sources
    - 4. Increase requirements in Instruction and Support Services
  - ii. \$0 - Special Revenue Fund (Fund 200) (*Note: Will be updated in advance of 1/9/24*)
    - 1. Increase resources in the Student Investment Account and Integrated Grant
    - 2. Increase requirements in Instruction, Support Services, Enterprise and Community Services, and Transfers of Funds
  - iii. \$0 - Internal Service Funds (Fund 600)
    - 1. Increase requirements in Support Services and decrease requirements in Contingency
- E. This resolution is to enable the Board to approve Amendment No. 1 to the annual budget for the Fiscal Year 2023-24, and is allowed under ORS 294.471(a) (b) (c) (d) & (h), which state that the budget may be amended at a regular meeting of the governing body.
- F. The Superintendent recommends approval of this resolution.

#### RESOLUTION

BE IT RESOLVED that the Board of Directors of Portland Public Schools hereby amends budgeted expenditure appropriation levels as summarized by Fund and Appropriation Level in Attachment A for the fiscal year beginning July 1, 2023.

**Portland Public Schools**  
**Adjustments to the 2023-24 Adopted Budget**  
**Amendment for January 9, 2024**

(in thousands)

	<b>Adopted Budget</b>	<b>Adjustment</b>	<b>Amended Budget</b>
<b>100 - General Funds</b>			
<b>Resources</b>			
Beginning Fund Balance	94,984	10,513	105,497
Local Property and Other Taxes	329,746	5,701	335,447
Local Option Taxes	114,676	(3,279)	111,397
Other Local Sources	22,603	3,845	26,447
County and Intermediate Sources	10,019	(1,127)	8,892
State Sources	259,931	6,931	266,862
Federal Sources	15	6	21
Interfund Transfers	0	-	0
Other	1,800	-	1,800
<b>Total</b>	<b>833,773</b>	<b>22,590</b>	<b>856,363</b>
<b>Requirements</b>			
Instruction	416,837	13,890	430,727
Support Services	367,876	3,468	371,344
Enterprise and Community Svcs	4,194	-	4,194
Debt Service	728	-	728
Transfers of Funds	1,075	-	1,075
Contingency	43,063	5,232	48,295
<b>Total</b>	<b>833,773</b>	<b>22,590</b>	<b>856,363</b>
<b>200 - Special Revenue Funds</b>			
<b>Resources</b>			
Beginning Fund Balance	54,533	-	54,533
Property and Other Taxes	320	-	320
Other Revenue from Local Sources	13,390	-	13,390
Intermediate Sources	6,162	-	6,162
State Sources	63,991	-	63,991
Federal Sources	108,106	-	108,106
Interfund Transfers	75	-	75
All Other Resources	900	-	900
<b>Total</b>	<b>247,477</b>	<b>0</b>	<b>247,477</b>
<b>Requirements</b>			
Instruction	108,069	-	108,069
Support Services	85,231	-	85,231
Enterprise and Community Svcs	32,945	-	32,945
Facilities Acquisition and Construction	606	-	606
Transfers of Funds		-	
Contingency		-	

Unappropriated Ending Fund Balance	20,627	-	20,627
Total	<u>247,478</u>	<u>0</u>	<u>247,478</u>

### 300 - Debt Service Funds

#### Resources

Beginning Fund Balance	10,000	-	10,000
Property and Other Taxes	157,472	-	157,472
Other Revenue from Local Sources	89,612	-	89,612
Federal Sources		-	
Bond Proceeds & Premiums		-	
Interfund Transfers	619	-	619
Total	<u>257,703</u>	<u>0</u>	<u>257,703</u>

#### Requirements

Debt Service	252,016	-	252,016
Unappropriated Ending Fund Balance	5,686	-	5,686
Total	<u>257,702</u>	<u>0</u>	<u>257,702</u>

### 400 - Capital Projects Funds

#### Resources

Beginning Fund Balance	399,356	-	399,356
Other Revenue from Local Sources	17,939	-	17,939
Intermediate Sources		-	
State Sources	2,900	-	2,900
Bond Proceeds & Premiums	412,910	-	412,910
Interfund Transfers	1,000	-	1,000
Total	<u>834,105</u>	<u>0</u>	<u>834,105</u>

#### Requirements

Support Services	2,385	-	2,385
Facilities Acquisition and Construction	831,102	-	831,102
Transfers of Funds	619	-	619
Total	<u>834,106</u>	<u>0</u>	<u>834,106</u>

### 600 - Internal Service Funds

#### Resources

Beginning Fund Balance	5,163	-	5,163
Other Revenue from Local Sources	3,834	-	3,834
Total	<u>8,997</u>	<u>0</u>	<u>8,997</u>

#### Requirements

Support Services	3,647	1,000	4,647
Contingency	5,351	(1,000)	4,351
Total	<u>8,998</u>	<u>0</u>	<u>8,998</u>

#### All Funds Total

<u>2,182,057</u>	<u>22,590</u>	<u>2,204,647</u>
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Certain numbers have been rounded up or down; there may be discrepancies between the actual totals of the individual amounts in total shown.

**Portland Public Schools**  
**Adjustments to the 2023-24 Adopted Budget**  
**Amendment for January 9, 2024**

(in thousands)

<b>Resources</b>	<b>General Funds (100)</b>	<b>Special Revenue Funds (200)</b>	<b>All Other Funds</b>
	<u>\$ 833,773</u>	<u>\$ 247,477</u>	<u>\$ 1,100,805</u>
Adjustments:			
1 Increase in General Fund Beginning Fund Balance - based on Unaudited Actuals through June 30, 2023.	10,513		
2 Increase in General Fund property taxes based on Assessor's Office valuation and increase in State School Fund	5,701		
3 Decrease in General Fund Local Option Levy based on updated data from Assessor's Office.	-3,279		
4 Increase in General Fund Local Sources due to estimated increase in investment income. True up for other local sources; aligned projection to prior year actuals	3,845		
5 Decrease in General Fund County and Intermediate Sources due to MESD apportionment estimated at \$3.5M (February 13, 2023).	-1,127		
6 Increase in General Fund State Sources due to increase in State School Fund, which is offset by a reduction of \$1M in High Cost Disability	6,931		
7 Increase in General Fund Federal Sources to more closely match actuals for Federal Forest Fees of \$21K	6		
 Total Resource Changes	 <u>22,590</u>	 <u>0</u>	 <u>0</u>
 <b>Recommended Amended Resource Budget</b>	 <b><u>\$ 856,363</u></b>	 <b><u>\$ 247,477</u></b>	 <b><u>\$ 1,100,805</u></b>
	<b>General Funds (100)</b>	<b>Revenue Funds (200)</b>	<b>All Other Funds</b>
	<u>\$ 833,773</u>	<u>\$ 247,477</u>	<u>\$ 1,100,805</u>
Adjustments:			
1 Increase in General Fund Instruction to account for contractual agreement with PAT, including updated step and COLA, stipends, workload relief, rapid response team staff, insurance premiums. Includes true up costs for Substitutes, Overages, and Extended Hours.	13,890		
Function	1000		

2 Increase in General Fund Support Services for increasing minimum hourly wage for other bargaining units and align salary schedules of non-representated staff. Includes true up costs for Substitutes, Extended Hours, Transportation and Maintenance, and Purchased Services.	2000	3,468		
3 Increase in General Fund Contingency is due to additional beginning fund balance and State School Fund. Contingency funds continue to be reviewed to meet contractual agreements, both in the current fiscal year and outyears.	8000	5,232		
4 Self Insurance Fund: Move appropriation from Contingency to Support Services to support increase spending in Gen Fund	2000			1,000
5 Self Insurance Fund: Move appropriation from Contingency to Support Services to support increase spending in Gen Fund	8000			-1,000
Total Requirement Changes		<u>22,590</u>	<u>0</u>	<u>0</u>
<b>Recommended Amended Requirement Budget</b>		<u><b>\$ 856,363</b></u>	<u><b>\$ 247,477</b></u>	<u><b>\$ 1,100,805</b></u>



PORTLAND  
Public Schools

# 2023-24 Budget Amendment 1

## Regular Board Meeting

December 12, 2023  
Revised

# Context

- On August 8th, the District shared several key revenue adjustments, including updates to the School State Fund, Early Literacy Grant, and Integrated Grant.
- Since then, several major events have occurred, shifting financial estimates:
  - Negotiations with PAT concluded and a finalized contract is now in place.
  - Upcoming negotiations with other labor partners are underway.
  - The audit is now in its final stages.
- This amendment focuses on updating financial estimates in light of these events.

# General Funds (Fund 100): Revenues

- +\$10.5M** The Beginning Fund Balance was updated to reflect 2022-23 Unaudited Actuals (\$95.0M → \$105.5M)
- +12.6M** Local Property Taxes (+5.7M) and State Sources (\$6.9M) were updated to reflect increases in the State School Fund (SSF) and adjusted to better reflect actuals
- +3.8M** Other Local Sources, including investment income (\$5.5M → \$6.5M), are estimated to increase
- +6K** Federal Sources were updated to better reflect actuals (Federal Forest Fees estimated at \$21K)
- \$3.3M** Local Option Levy, per updated information from the Assessor's Office, are estimated to decrease (\$114.7M → \$111.4M)
- \$1.1M** County and Intermediate Sources are estimated to decrease when aligning to actuals and accounting for level funding from the ESD appropriations
- +22.6M** **Total Revenue Updates**

# General Funds (Fund 100): Requirements/Expenditures

- +\$13.9M** Instruction requirements increased to include contractual agreements with PAT for 23-24. Contractual agreement with PAT for the next two years will increase significantly with implementation of planning time, workload relief, step increases with higher COLAs. Instruction requirements also include adjustments to substitute, overage, and extended hours costs.
- +3.5M** Support Services requirements increased to include proposed increases for other labor partners (e.g., increasing minimum hourly wage). These requirements also include adjustments to fund transportation and maintenance costs.
- +5.2M** Contingency requirements increased. The District is planning for \$10M in spending restrictions and reductions in 23-24 to support the increased costs resulting from bargaining as well as evaluating possible savings from vacancies/hiring freezes.
- +22.6M** **Total Requirements / Expenditure Updates**

# General Funds (Fund 100): Multi Year Forecast

*Dollars in Thousands*

	Updated GF 2023-24	Projected GF 2024-25	Projected GF 2025-26
Beginning Fund Balance	105,497	71,585	43,201
Total Resources	750,866	771,859	788,006
Total Expenses	794,778	841,243	867,810
<b>Gap Closing Needed</b>	<b>10,000</b>	<b>41,000</b>	<b>79,000</b>
Projected Ending Fund Balance	71,585	43,201	42,397

*Note: Figures include the latest agreement with PAT; figures may update as additional information becomes available.*

# Special Revenue Fund (Fund 200)

Source	Total PPS Allocation (2023-24)
Early Literacy Grant (New)	<u>+ \$3.2 m</u>
Integrated Grant	<u>+ \$5.5 m</u>
<i>Student Investment Account (\$36.4 m → \$43.1 m)</i>	<i>+ \$6.6 m</i>
<i>High School Success (M98) (\$13.4 m → \$12.3 m)</i>	<i>- \$1.1 m</i>

Given the recently agreed upon contract with PAT, staff are evaluating the impact of this agreement on special revenues as well as how these funds can support the General Fund. Additional information will be provided in advance of the January 9th Board meeting.

# Next Steps

- PPS staff will evaluate the impact of contractual agreements and updated revenue estimates on special revenues; these updates will be provided in advance of January 9th, 2024.
- PPS staff will incorporate feedback and update the 2023-24 budget amendment recommendation to the school board, to be voted on at the January 9th school board meeting.
- Staff will continue to provide regular updates to the school board as recommendation details are finalized.



Thank you.

# Appendix

# Early Literacy Grant

## Background

- This is a new grant designed to support literacy development for our youngest learners.
- The district is waiting for additional information from ODE on programmatic uses.
- CBRC has recommended increased support for early literacy.

## Preliminary Proposal

- Additional Reading Intervention Specialists
- Expand Science of Reading aligned resources, training and teacher professional capacity
- Summer 2024 Learning Acceleration
- High Dosage Tutoring
- Supports for multilingual, emergent bilingual, and special education students

**Total: \$3.2 million**

# Integrated Grant

## Background

- PPS's Integrated Grant allocations within the Student Investment Account and M98 were adjusted per ODE due to changes in state resourcing. The state resources that fund these two grants had shifts in overall revenue, meaning all school districts across Oregon saw changes to these allocations for FY24.

## Preliminary Proposal

- Lessen impact of High School Success (M98) funding decrease. SIA absorbed \$500k; reductions within the High School Success budget are in contracts/supplies/materials.
- School-based coordinators to address student out-of-school learning barriers (Community Schools) - 3 FTE through December 2023
- Summer programming 2024
- Additional Comprehensive School Psychologists - 3 FTE
- Dual Language Immersion/English Language Development focused staff to support the programmatic, assessment, and wrap-around family needs of our multilingual learners - 4 FTE
- Instructional specialists at new Comprehensive School Improvement (CSI)-designated schools - 3 FTE (may increase as we learn more about designations)

**Total: \$5.5 million**

# CBRC Feedback - Key Takeaways

## **Strengths & Opportunities**

*Student Enrollment Pilot Program:* Members appreciated and supported the proactive enrollment studies that the district is pursuing.

*Continued Investment in Learning Acceleration:* Members re-emphasized the CBRC recommendation to transition ESSER funded learning acceleration specialists to ongoing funding and stated their support of transitioning the Director of Learning Acceleration role to ongoing funding.

## **Areas of Concern & Further Refinement**

*Early Literacy Investments:* Members encouraged further investment in FTE for early literacy and highlighted a need for more educational assistants in the early grades.

*Social-Emotional Investments:* Members described a need for more social-emotional learning investments, particularly in middle grades, and the need for more counselors.

## **Reserves**

Members expressed the need to balance both the importance of building the reserves for long-term planning as well as the need to make immediate investments, particularly in student-facing FTE.

**Portland Public Schools**  
**Adjustments to the 2023-24 Adopted Budget**  
**Amendment for January 9, 2024**

(in thousands)

	<b>Adopted Budget</b>	<b>Adjustment</b>	<b>Amended Budget</b>
<b>100 - General Funds</b>			
<b>Resources</b>			
Beginning Fund Balance	94,984	10,513	105,497
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Local Option Taxes	114,676	(3,279)	111,397
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County and Intermediate Sources	10,019	(1,127)	8,892
State Sources	259,931	6,931	266,862
Federal Sources	15	6	21
Interfund Transfers	0	-	0
Other	1,800	-	1,800
<b>Total</b>	<b>833,773</b>	<b>22,590</b>	<b>856,363</b>
<b>Requirements</b>			
Instruction	416,837	13,890	430,727
Support Services	367,876	3,468	371,344
Enterprise and Community Svcs	4,194	-	4,194
Debt Service	728	-	728
Transfers of Funds	1,075	-	1,075
Contingency	43,063	5,232	48,295
<b>Total</b>	<b>833,773</b>	<b>22,590</b>	<b>856,363</b>
<b>200 - Special Revenue Funds</b>			
<b>Resources</b>			
Beginning Fund Balance	54,533	-	54,533
Property and Other Taxes	320	-	320
Other Revenue from Local Sources	13,390	-	13,390
Intermediate Sources	6,162	-	6,162
State Sources	63,991	-	63,991
Federal Sources	108,106	-	108,106
Interfund Transfers	75	-	75
All Other Resources	900	-	900
<b>Total</b>	<b>247,477</b>	<b>0</b>	<b>247,477</b>
<b>Requirements</b>			
Instruction	108,069	-	108,069
Support Services	85,231	-	85,231
Enterprise and Community Svcs	32,945	-	32,945
Facilities Acquisition and Construction	606	-	606
Transfers of Funds		-	
Contingency		-	

Unappropriated Ending Fund Balance	20,627	-	20,627
Total	<u>247,478</u>	<u>0</u>	<u>247,478</u>

### 300 - Debt Service Funds

#### Resources

Beginning Fund Balance	10,000	-	10,000
Property and Other Taxes	157,472	-	157,472
Other Revenue from Local Sources	89,612	-	89,612
Federal Sources		-	
Bond Proceeds & Premiums		-	
Interfund Transfers	619	-	619
Total	<u>257,703</u>	<u>0</u>	<u>257,703</u>

#### Requirements

Debt Service	252,016	-	252,016
Unappropriated Ending Fund Balance	5,686	-	5,686
Total	<u>257,702</u>	<u>0</u>	<u>257,702</u>

### 400 - Capital Projects Funds

#### Resources

Beginning Fund Balance	399,356	-	399,356
Other Revenue from Local Sources	17,939	-	17,939
Intermediate Sources		-	
State Sources	2,900	-	2,900
Bond Proceeds & Premiums	412,910	-	412,910
Interfund Transfers	1,000	-	1,000
Total	<u>834,105</u>	<u>0</u>	<u>834,105</u>

#### Requirements

Support Services	2,385	-	2,385
Facilities Acquisition and Construction	831,102	-	831,102
Transfers of Funds	619	-	619
Total	<u>834,106</u>	<u>0</u>	<u>834,106</u>

### 600 - Internal Service Funds

#### Resources

Beginning Fund Balance	5,163	-	5,163
Other Revenue from Local Sources	3,834	-	3,834
Total	<u>8,997</u>	<u>0</u>	<u>8,997</u>

#### Requirements

Support Services	3,647	1,000	4,647
Contingency	5,351	(1,000)	4,351
Total	<u>8,998</u>	<u>0</u>	<u>8,998</u>

#### All Funds Total

<u>2,182,057</u>	<u>22,590</u>	<u>2,204,647</u>
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Certain numbers have been rounded up or down; there may be discrepancies between the actual totals of the individual amounts in total shown.

**Portland Public Schools**  
**Adjustments to the 2023-24 Adopted Budget**  
**Amendment for January 9, 2024**

(in thousands)

<b>Resources</b>	<b>General Funds (100)</b>	<b>Special Revenue Funds (200)</b>	<b>All Other Funds</b>
	<u>\$ 833,773</u>	<u>\$ 247,477</u>	<u>\$ 1,100,805</u>
Adjustments:			
1 Increase in General Fund Beginning Fund Balance - based on Unaudited Actuals through June 30, 2023.	10,513		
2 Increase in General Fund property taxes based on Assessor's Office valuation and increase in State School Fund	5,701		
3 Decrease in General Fund Local Option Levy based on updated data from Assessor's Office.	-3,279		
4 Increase in General Fund Local Sources due to estimated increase in investment income. True up for other local sources; aligned projection to prior year actuals	3,845		
5 Decrease in General Fund County and Intermediate Sources due to MESD apportionment estimated at \$3.5M (February 13, 2023).	-1,127		
6 Increase in General Fund State Sources due to increase in State School Fund, which is offset by a reduction of \$1M in High Cost Disability	6,931		
7 Increase in General Fund Federal Sources to more closely match actuals for Federal Forest Fees of \$21K	6		
 Total Resource Changes	 <u>22,590</u>	 <u>0</u>	 <u>0</u>
 <b>Recommended Amended Resource Budget</b>	 <b><u>\$ 856,363</u></b>	 <b><u>\$ 247,477</u></b>	 <b><u>\$ 1,100,805</u></b>
	<b>General Funds (100)</b>	<b>Revenue Funds (200)</b>	<b>All Other Funds</b>
	<u>\$ 833,773</u>	<u>\$ 247,477</u>	<u>\$ 1,100,805</u>
Adjustments:			
1 Increase in General Fund Instruction to account for contractual agreement with PAT, including updated step and COLA, stipends, workload relief, rapid response team staff, insurance premiums. Includes true up costs for Substitutes, Overages, and Extended Hours.	13,890		
Function	1000		

2 Increase in General Fund Support Services for increasing minimum hourly wage for other bargaining units and align salary schedules of non-representated staff. Includes true up costs for Substitutes, Extended Hours, Transportation and Maintenance, and Purchased Services.	2000	3,468		
3 Increase in General Fund Contingency is due to additional beginning fund balance and State School Fund. Contingency funds continue to be reviewed to meet contractual agreements, both in the current fiscal year and outyears.	8000	5,232		
4 Self Insurance Fund: Move appropriation from Contingency to Support Services to support increase spending in Gen Fund	2000			1,000
5 Self Insurance Fund: Move appropriation from Contingency to Support Services to support increase spending in Gen Fund	8000			-1,000
Total Requirement Changes		<u>22,590</u>	<u>0</u>	<u>0</u>
<b>Recommended Amended Requirement Budget</b>		<u><b>\$ 856,363</b></u>	<u><b>\$ 247,477</b></u>	<u><b>\$ 1,100,805</b></u>



**Myong Leigh**  
Interim Deputy Superintendent  
Business and Operations

Portland Public Schools  
501 North Dixon Street • Portland, OR 97227  
Office: (503) 916-5120  
www.pps.net

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**Date:** December 4, 2023  
**To:** Board of Education  
**From:** Myong Leigh, Interim Deputy Superintendent of Business and Operations  
**Subject:** Resolution to Amend the 2023-24 Adopted Budget, Amendment No. 1

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## **BACKGROUND**

During the course of the year, there are occasions and circumstances that require an entity to update its budget. This is a common and routine best practice to ensure that proper spending levels are maintained in accordance with what has transpired throughout the school year. Oregon Local Budget Law allows budget changes after adoption under prescribed guidelines.

This proposed amendment is to adjust resources (i.e. revenues) within Fund 100 (General Funds) and Fund 200 (Special Revenue Funds) to recognize additional resources. The proposed amendment also adjusts requirements (i.e. expenses) within Fund 100 (General Funds), Fund 200 (Special Revenue Funds), and Fund 600 (Internal Service Funds) to meet the projected spending requirements.

### ***100 - General Fund Adjustments***

#### **Resource (i.e. Revenue) Changes**

- Increase resources in Beginning Fund Balance to recognize the updated figure based on 2022-23 Unaudited Actuals; Local Property Taxes and State Sources to recognize the increase in the State School Fund; Local Sources to reflect estimated increases in investment income and align other local sources to actuals; and Federal Sources to reflect actuals collected from Federal Forest Fees.
- Decrease resources in Local Option Levy to recognize updated valuation figures from the Assessor's Office.

#### **Requirement (i.e. Expense) Changes**

- Increase requirements in Instruction to reflect contractual agreement with PAT.
- Increase requirements in Support Services to reflect wage proposals for other units. The amendment also includes adjustments to account for costs related to Transportation and Maintenance costs.

### ***200 - Special Revenue Fund Adjustments***

*Note: Following the latest contractual agreement with PAT, District staff need time to evaluate the impact of this agreement on special revenues. As such, updates are not readily available at this time; however, updates to Fund 200 will be provided in advance of the January 9, 2024 board meeting for review.*

### ***600 - Internal Service Funds***

#### **Resource (i.e. Revenue) Changes**

No changes.



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Requirement (i.e. Expense) Changes

Increase requirements in Support Services. Adjustments are needed for expenditures related to anticipated increases in General Fund requirements.

**RELATED POLICIES/BEST PRACTICES**

Oregon Local Budget Law, Oregon Revised Statutes (ORS) 294.305 to ORS 294.565, allows budget changes after adoption under prescribed guidelines.

**ANALYSIS OF SITUATION**

Should the Board choose not to pass this resolution, appropriation levels may be exceeded and potentially in violation of Oregon Local Budget Law.

**FISCAL IMPACT**

No further impacts beyond that which have been outlined above.

**COMMUNITY ENGAGEMENT (IF APPLICABLE)**

N/A

**TIMELINE FOR IMPLEMENTATION / EVALUATION**

N/A

**BOARD OPTIONS WITH ANALYSIS**

The Board may choose to pass or not pass the proposed budget amendment resolution. If passed, the District will move forward with its amended spending plan for the Fiscal Year 2023-24. The consequences of non-passage would mean appropriations would not be available for anticipated expenditures, and reductions would need to be made in order to stay within appropriations and remain in compliance with Oregon Local Budget Law.

**STAFF RECOMMENDATION**

Staff recommends that the Board pass the proposed resolution to amend the 2023-24 budget.

---

*As a member of the PPS Executive Leadership Team, I have reviewed this staff report.*

\_\_\_\_\_ (Initials)



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ATTACHMENTS

- Resolution
- Summary of Amendments to 2023-24 Budget - Amendment No. 1
- Presentation

# December 2023 Data Dive: MAP Achievement

Board of Education

December 12, 2023

# Guiding Questions

How does student achievement now compare to student achievement last fall?

What are the trends in student achievement over the past three school years?

What were the demographics and participation rates of students who tested this fall?

# MAP Assessment Background



# MAP Assessment Use In PPS

## Fall:

- Each student has a single score.
- We examine achievement at a point in time.
- We compare achievement at two points in time.

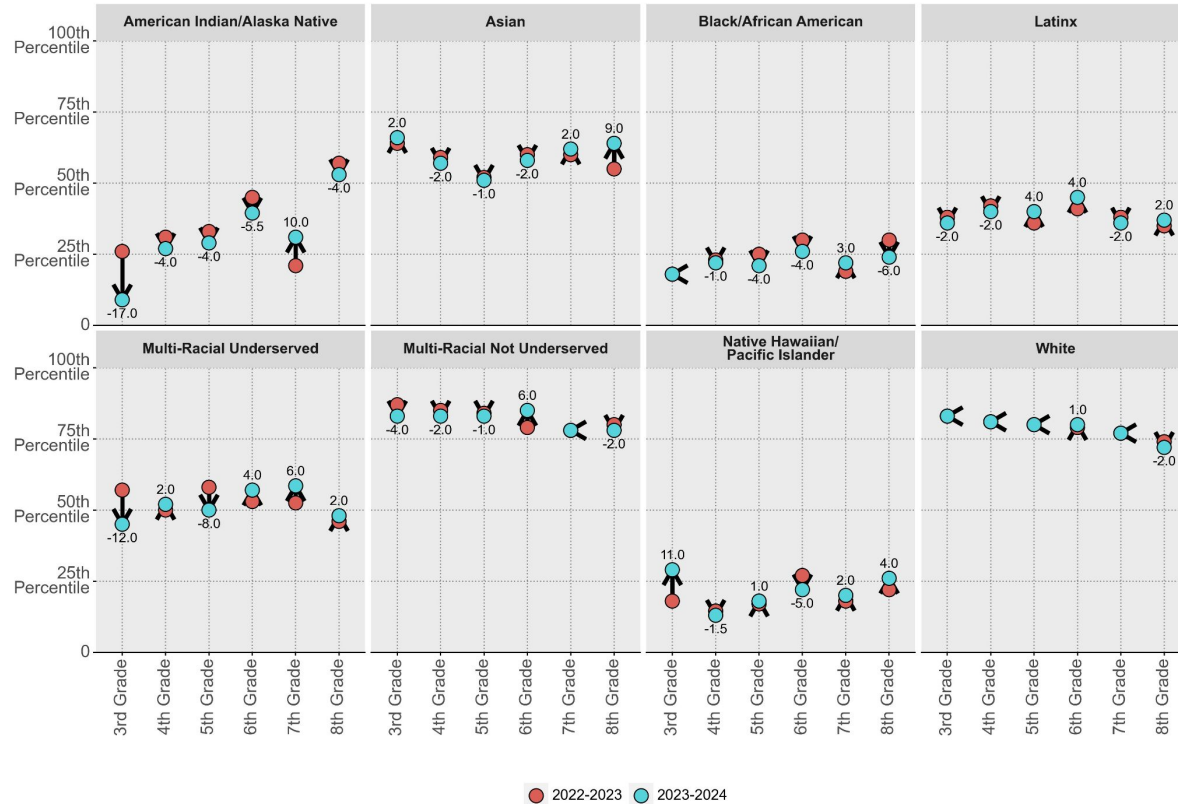
## Spring:

- Each student has two scores within the same year.
- We examine growth during that year.
- We compare growth over time.



# Percentile Rank Changes: Reading

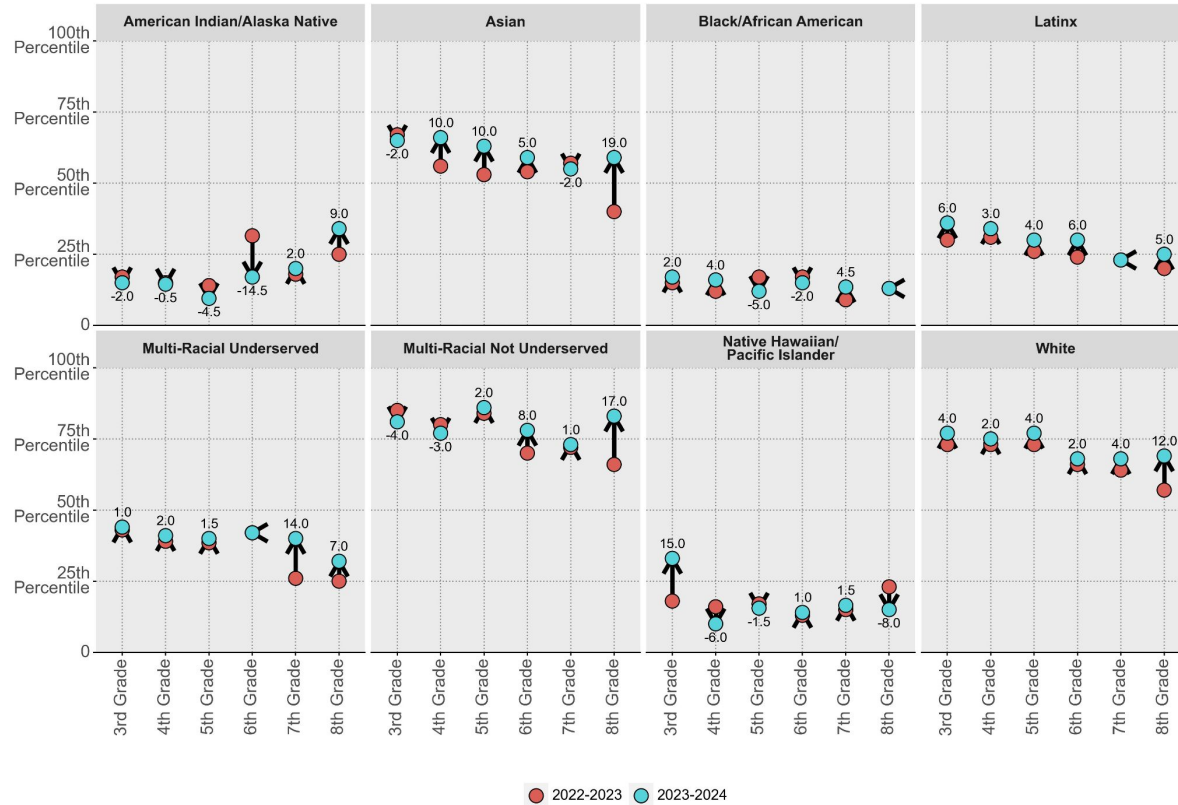
Fall 2022-2023 to Fall 2023-2024 Percentile Median Change in ELA



● 2022-2023 ● 2023-2024

# Percentile Rank Changes: Math

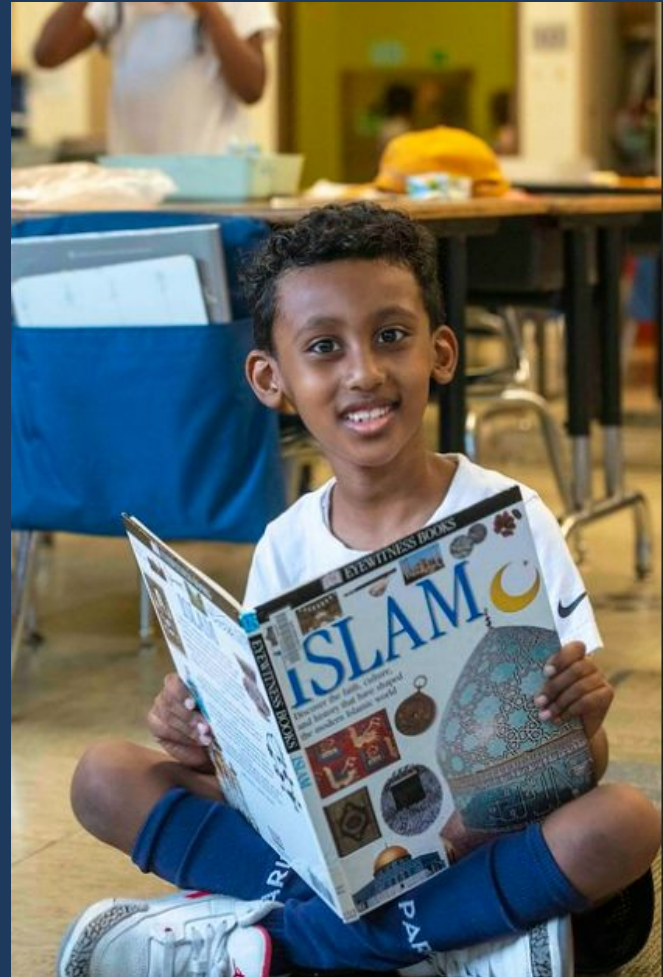
## Fall 2022-2023 to Fall 2023-2024 Percentile Median Change in Math



● 2022-2023 ● 2023-2024

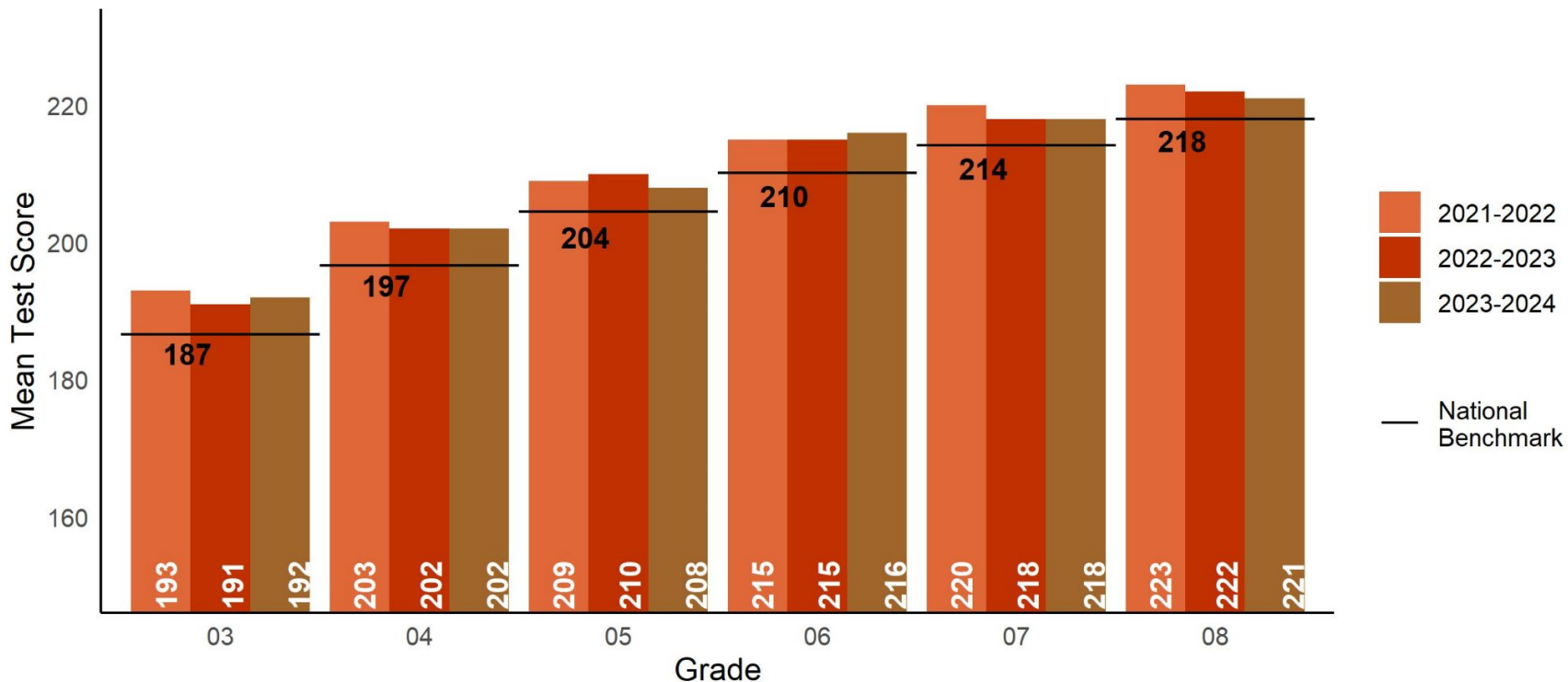
# MAP Reading

Grades 3-8



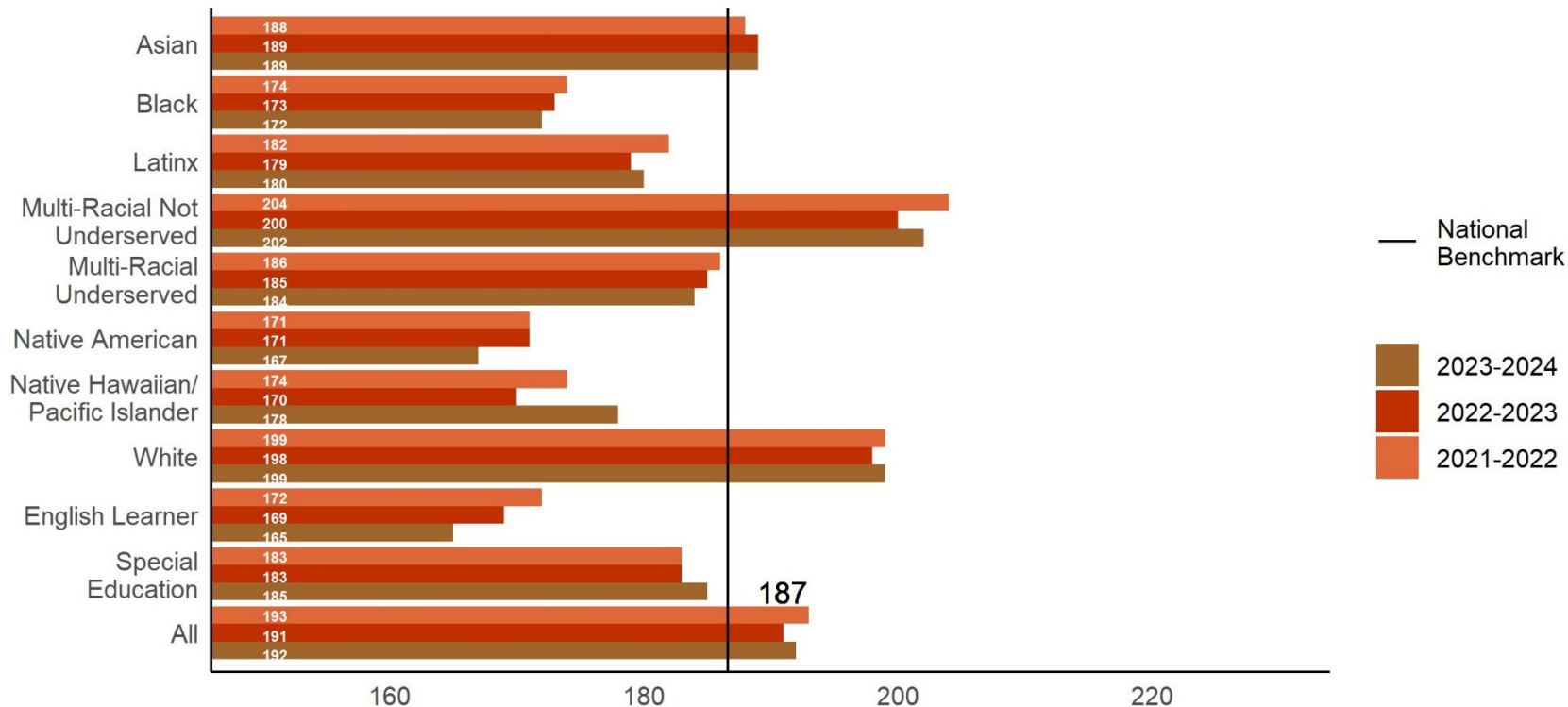
# Reading Grades 3-8

Overall Reading Score  
Fall 2023-2024



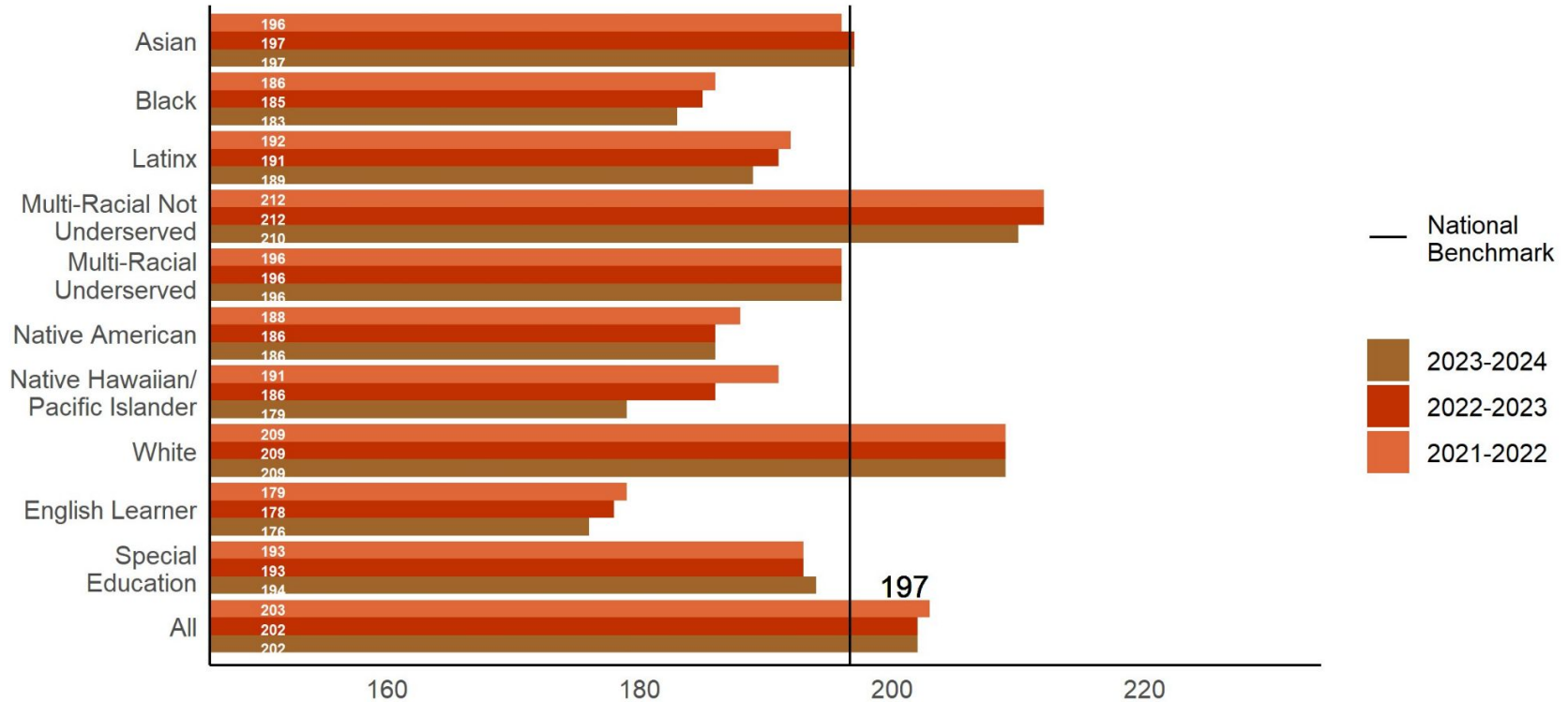
# Reading Grade 3 by Student Group

Grade 03 Reading MAP Score by Student Group



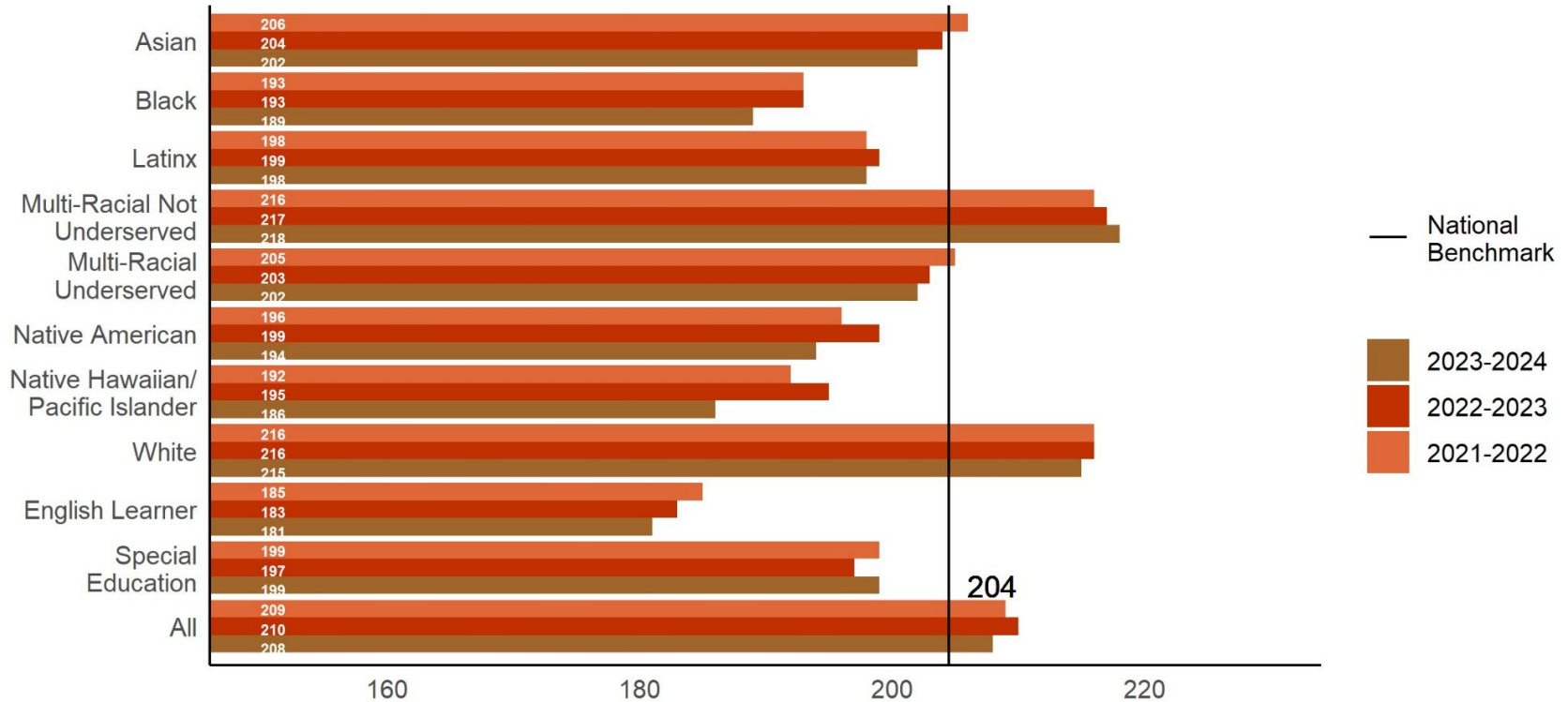
# Reading Grade 4 by Student Group

Grade 04 Reading MAP Score by Student Group



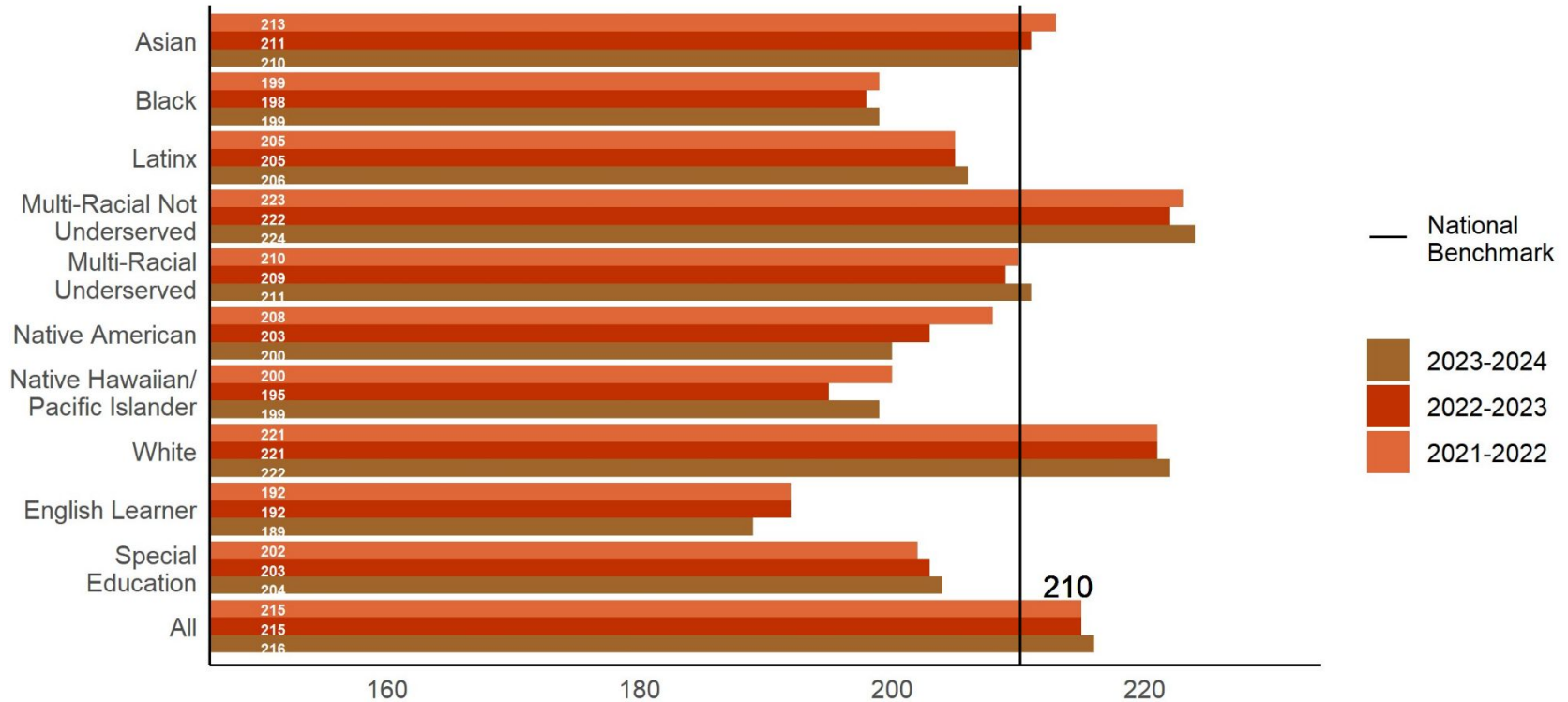
# Reading Grade 5 by Student Group

Grade 05 Reading MAP Score by Student Group



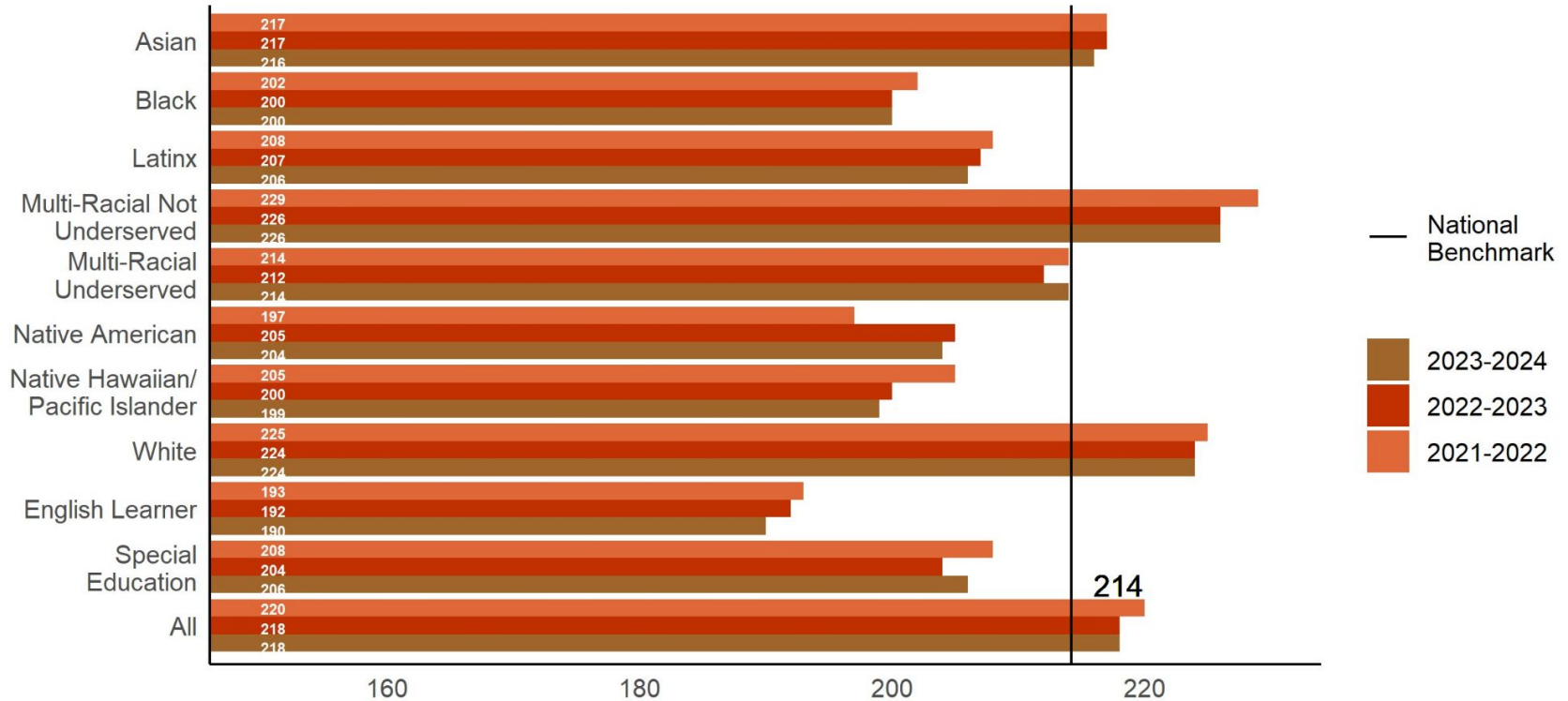
# Reading Grade 6 by Student Group

Grade 06 Reading MAP Score by Student Group



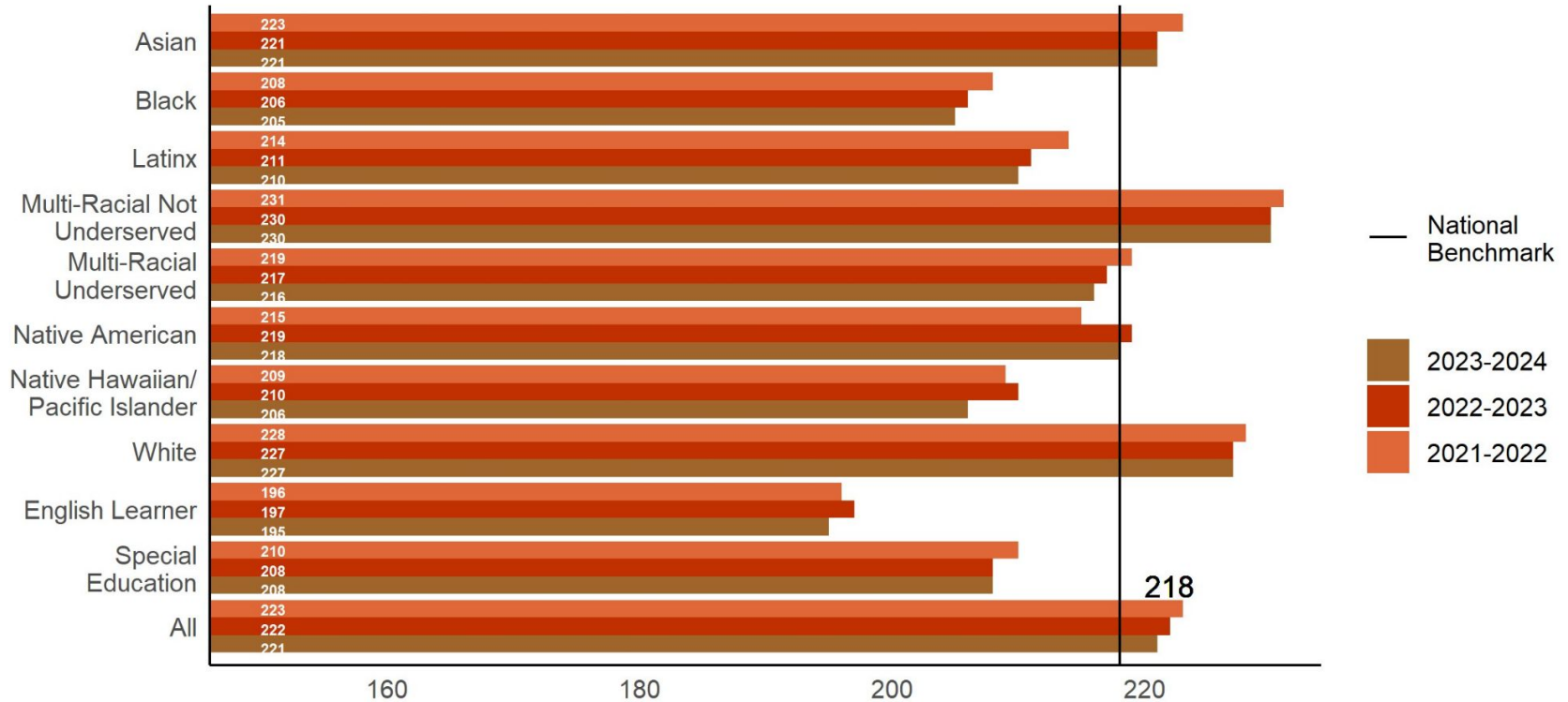
# Reading Grade 7 by Student Group

Grade 07 Reading MAP Score by Student Group



# Reading Grade 8 by Student Group

Grade 08 Reading MAP Score by Student Group



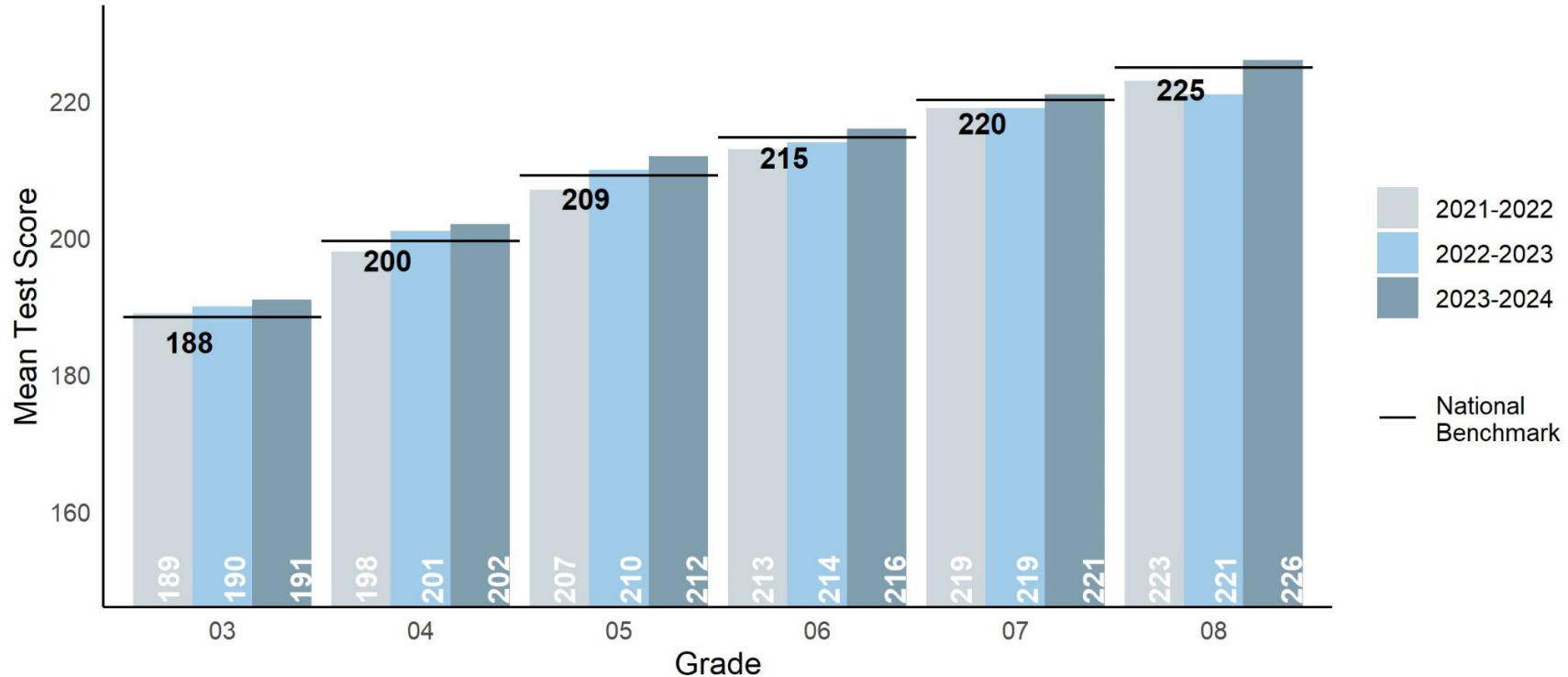
# MAP Mathematics

Grades 3-8



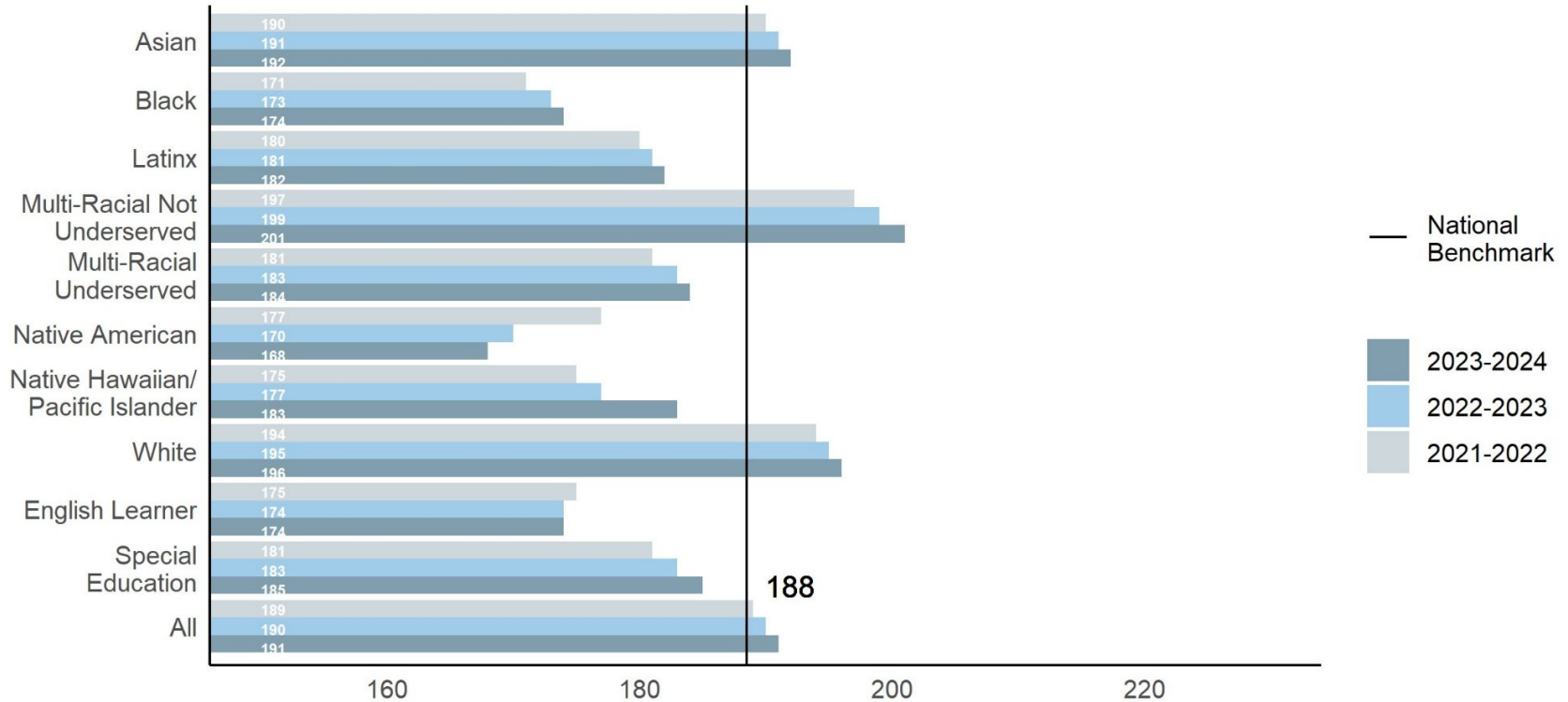
# Mathematics Grades 3-8

Overall Math Score  
Fall 2023-2024



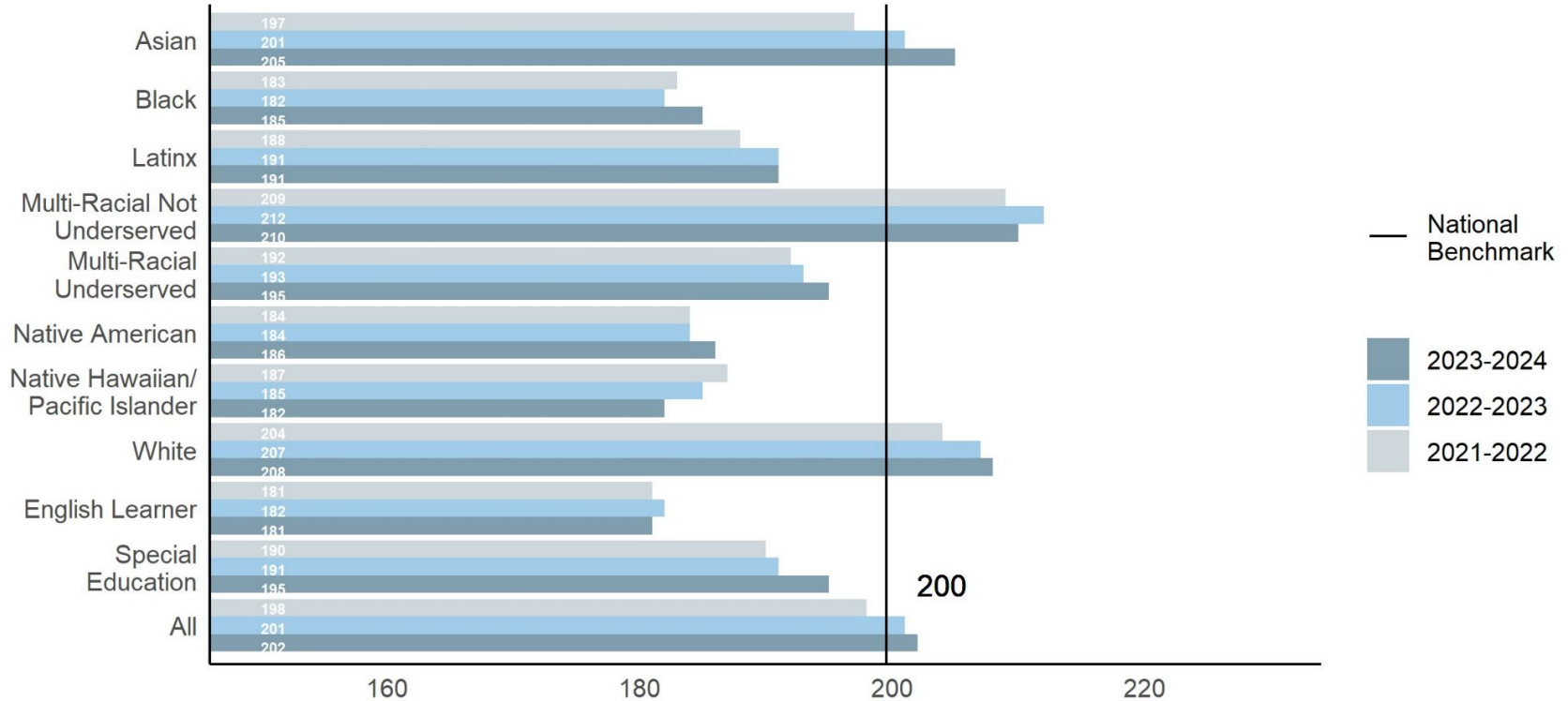
# Math Grade 3 by Student Group

Grade 03 Math MAP Score by Student Group



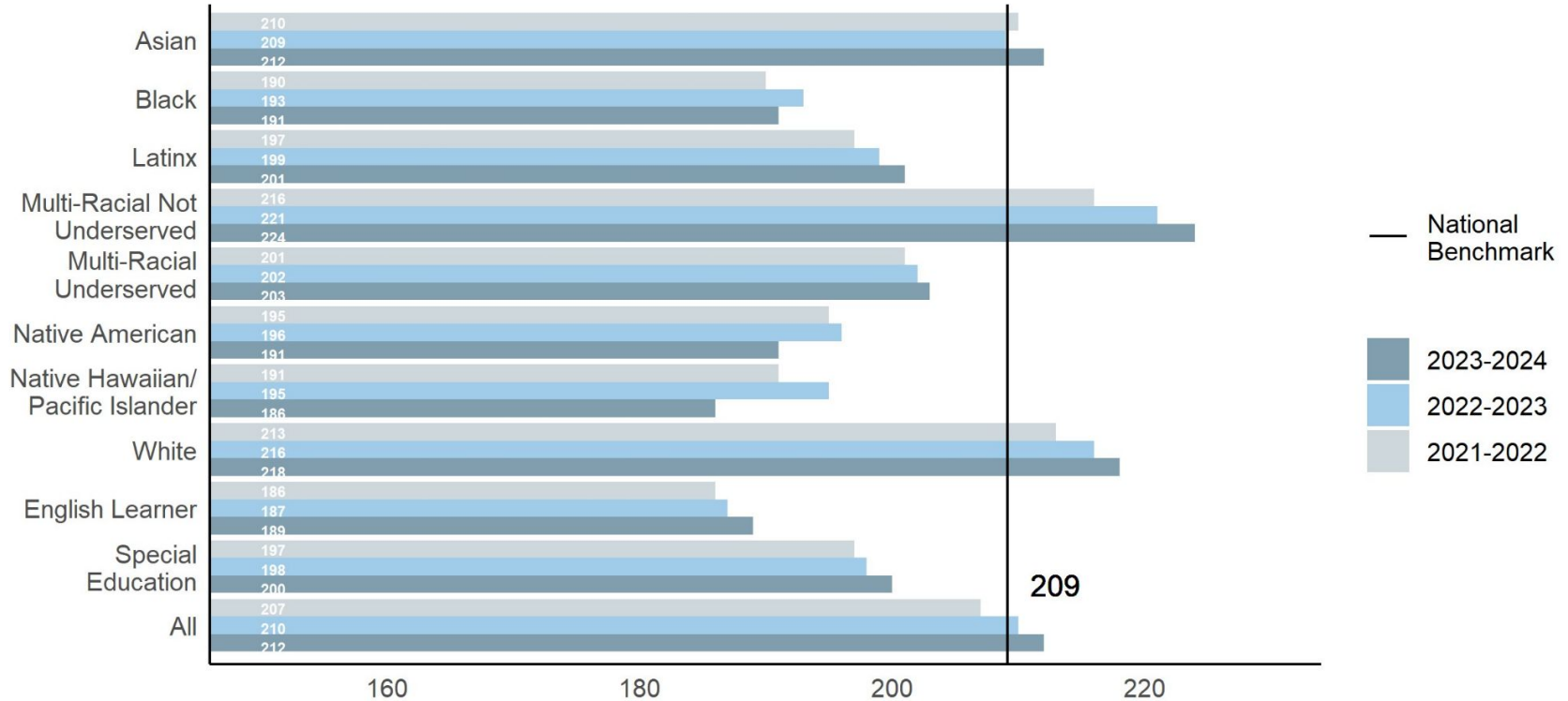
# Math Grade 4 by Student Group

Grade 04 Math MAP Score by Student Group



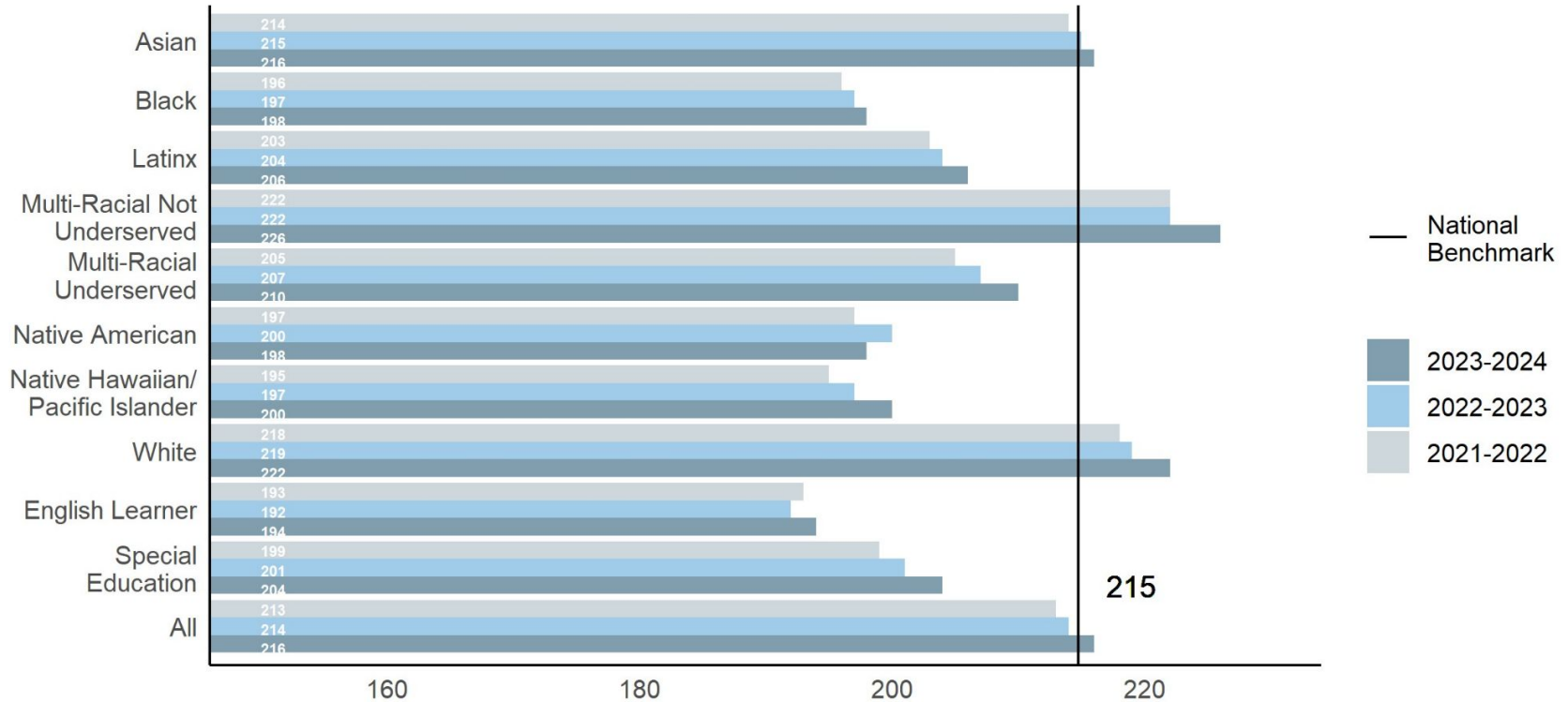
# Math Grade 5 by Student Group

Grade 05 Math MAP Score by Student Group



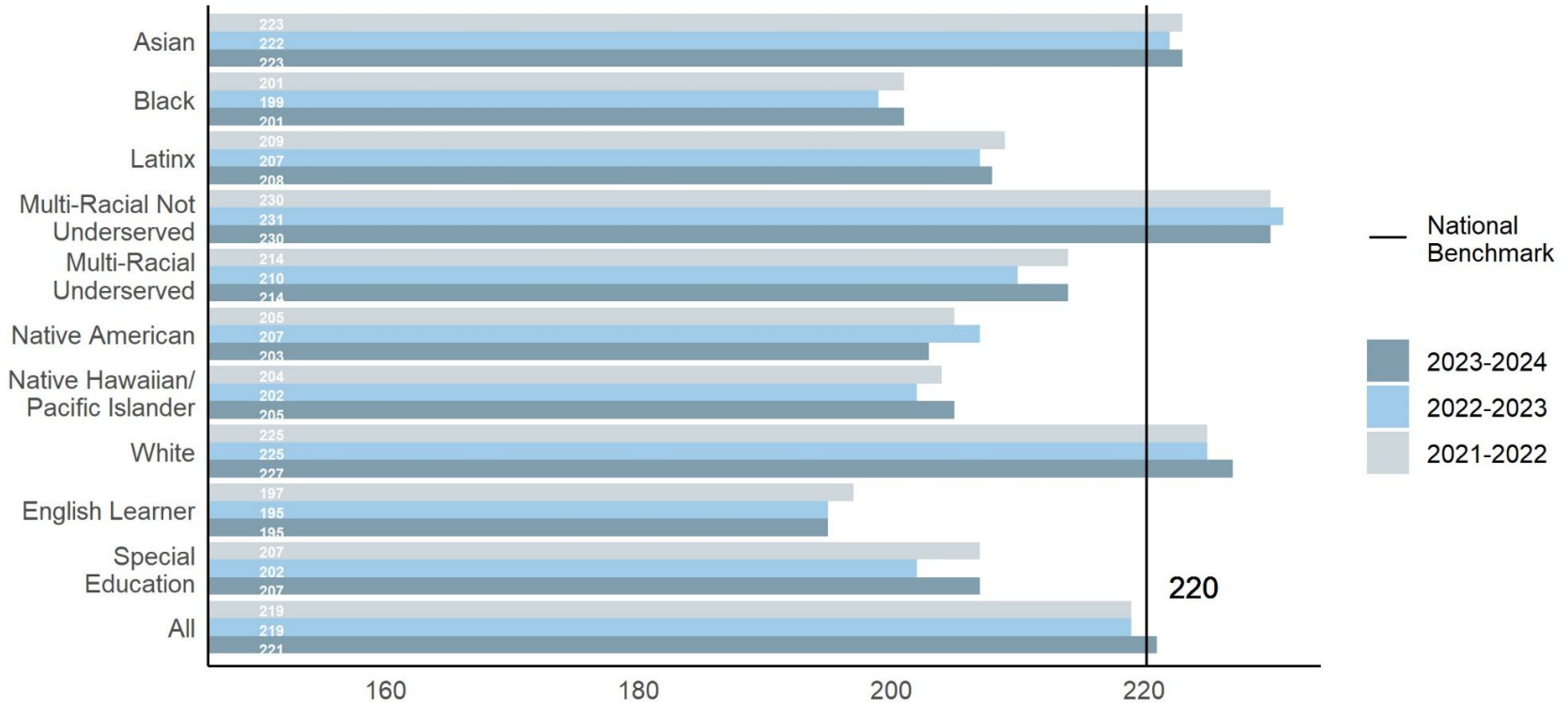
# Math Grade 6 by Student Group

Grade 06 Math MAP Score by Student Group



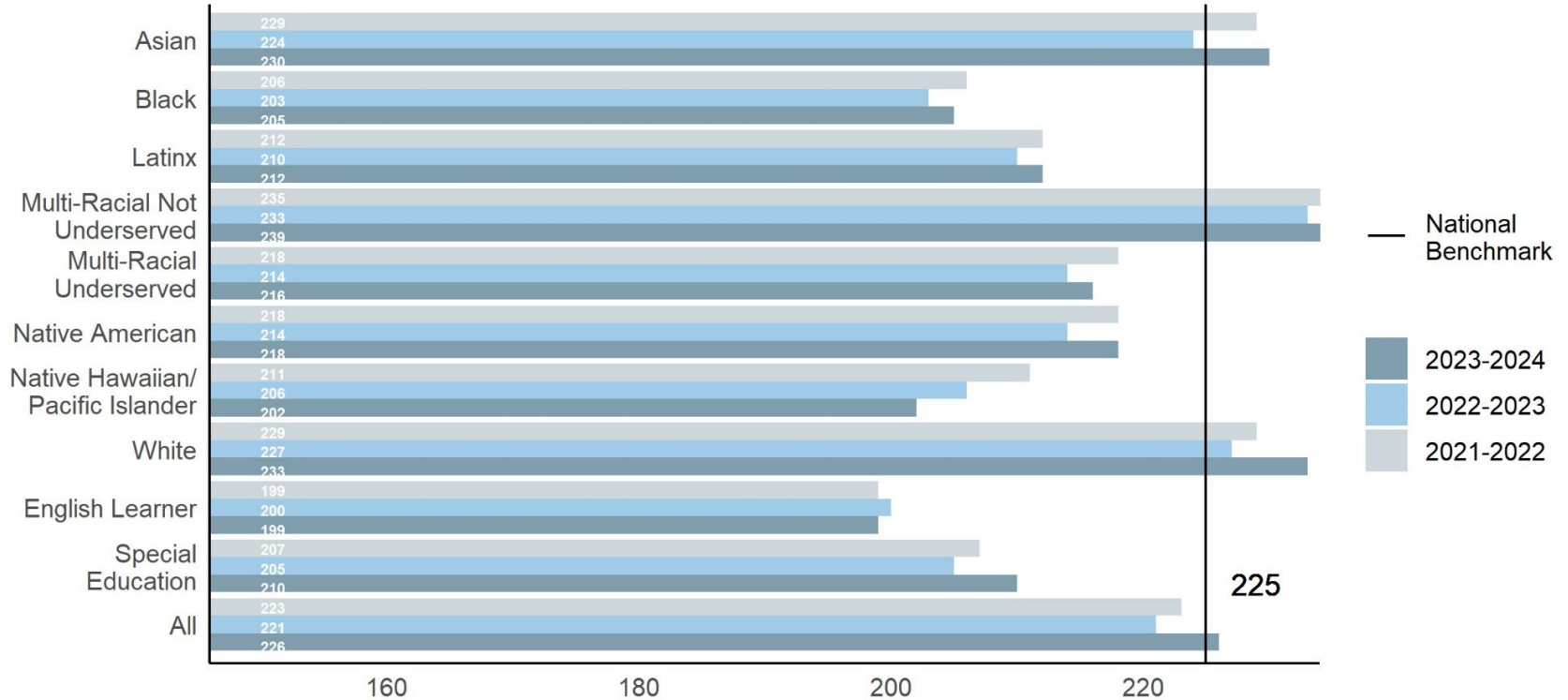
# Math Grade 7 by Student Group

Grade 07 Math MAP Score by Student Group



# Math Grade 8 by Student Group

Grade 08 Math MAP Score by Student Group



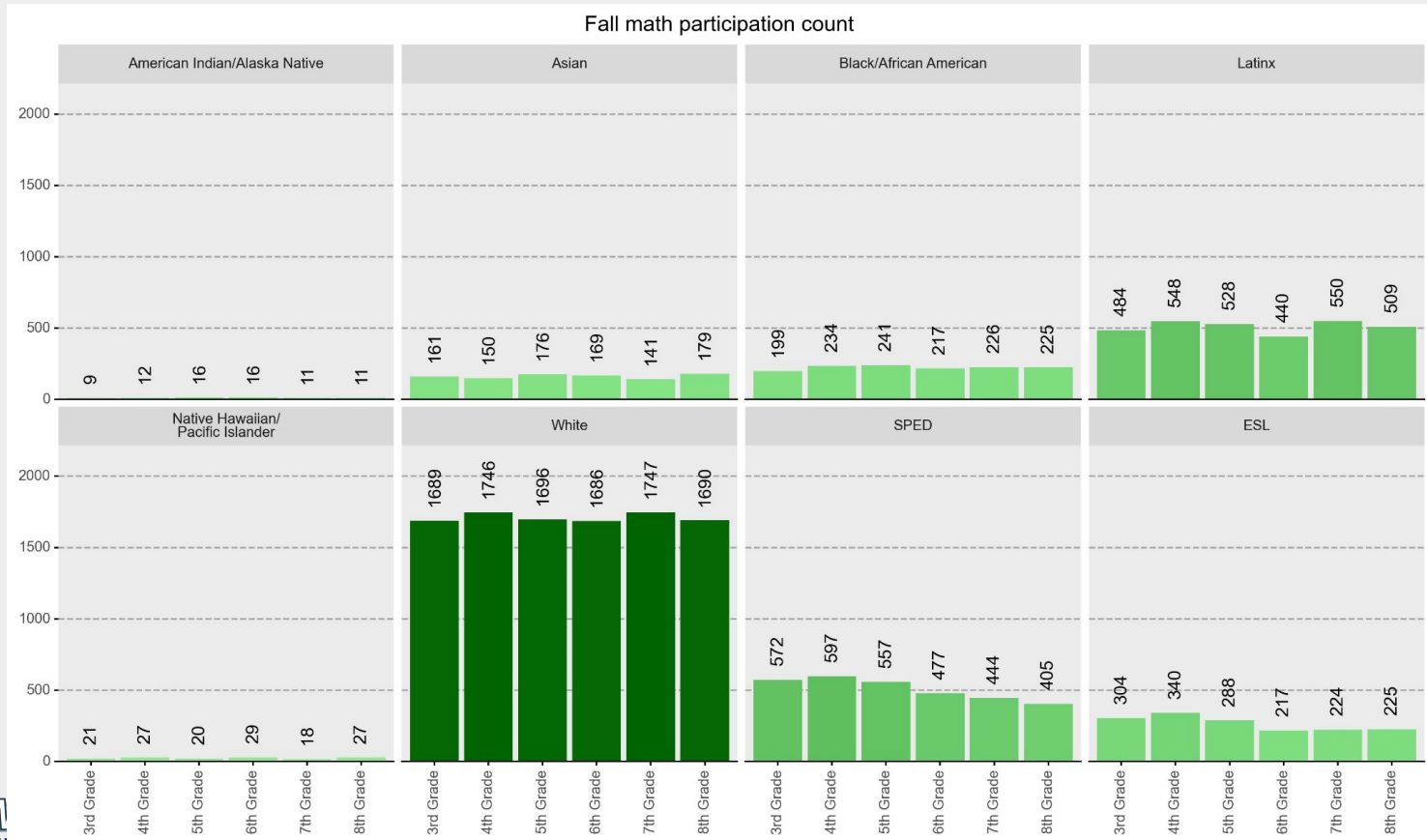
# Conclusions

1. In the aggregate, Reading and Math student performance exceeds the national fall benchmark.
2. Percentile rank changes show more increases in Math than in Reading for this fall compared to last fall.
3. When data are disaggregated, gaps between student groups persist and achievement changes vary between and among students by grade level.

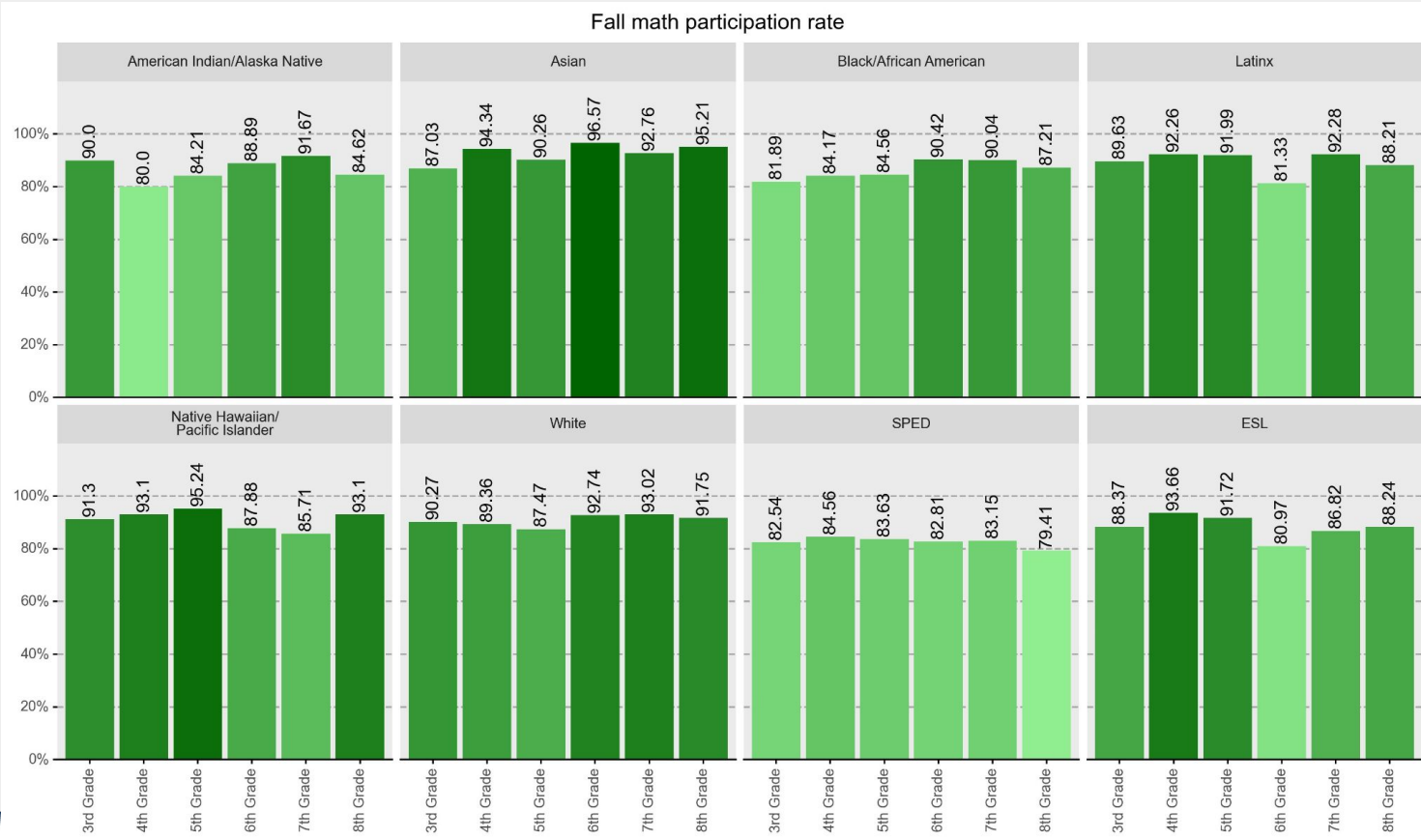
# Questions and Conversation

# Appendices

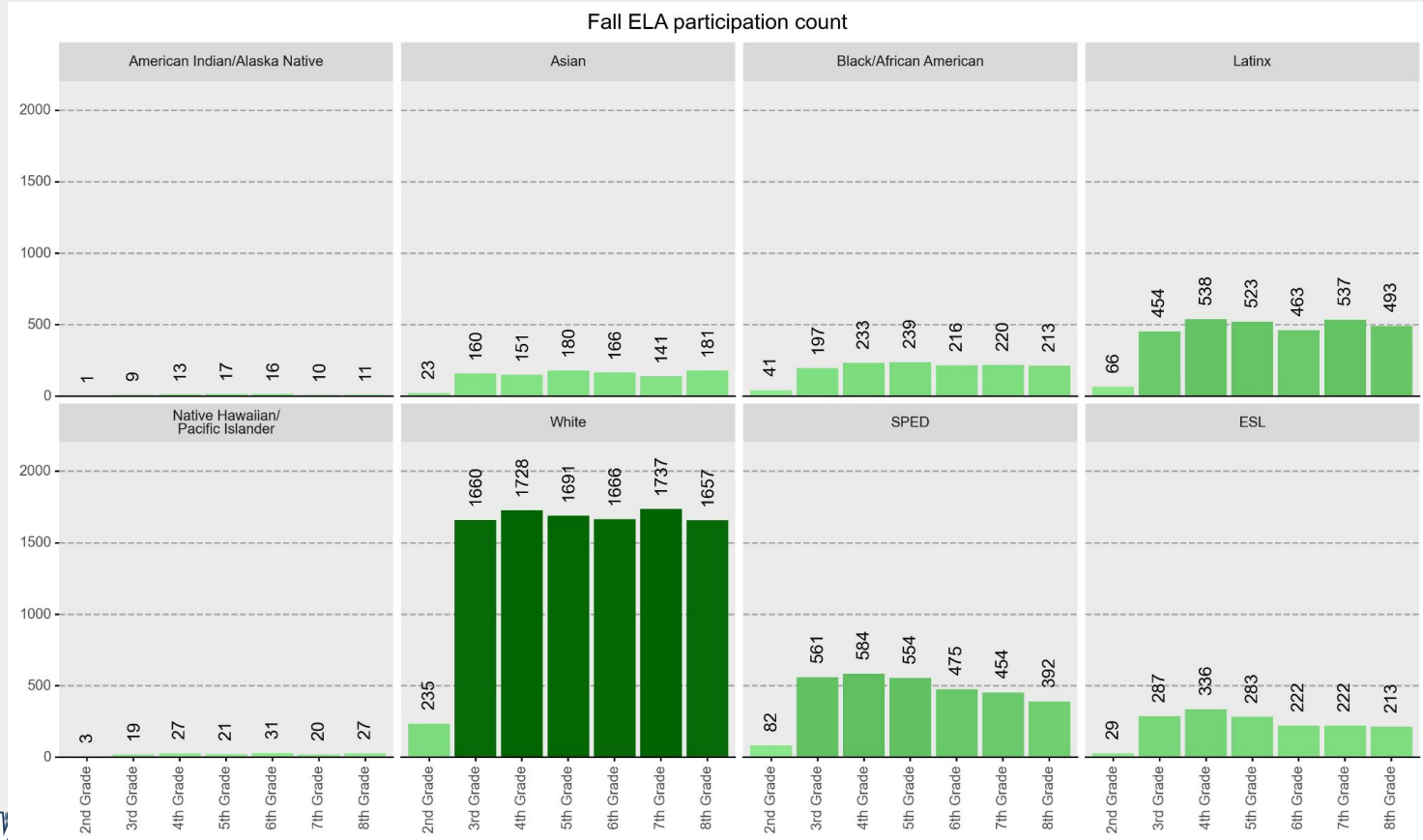
# Math Participation Counts



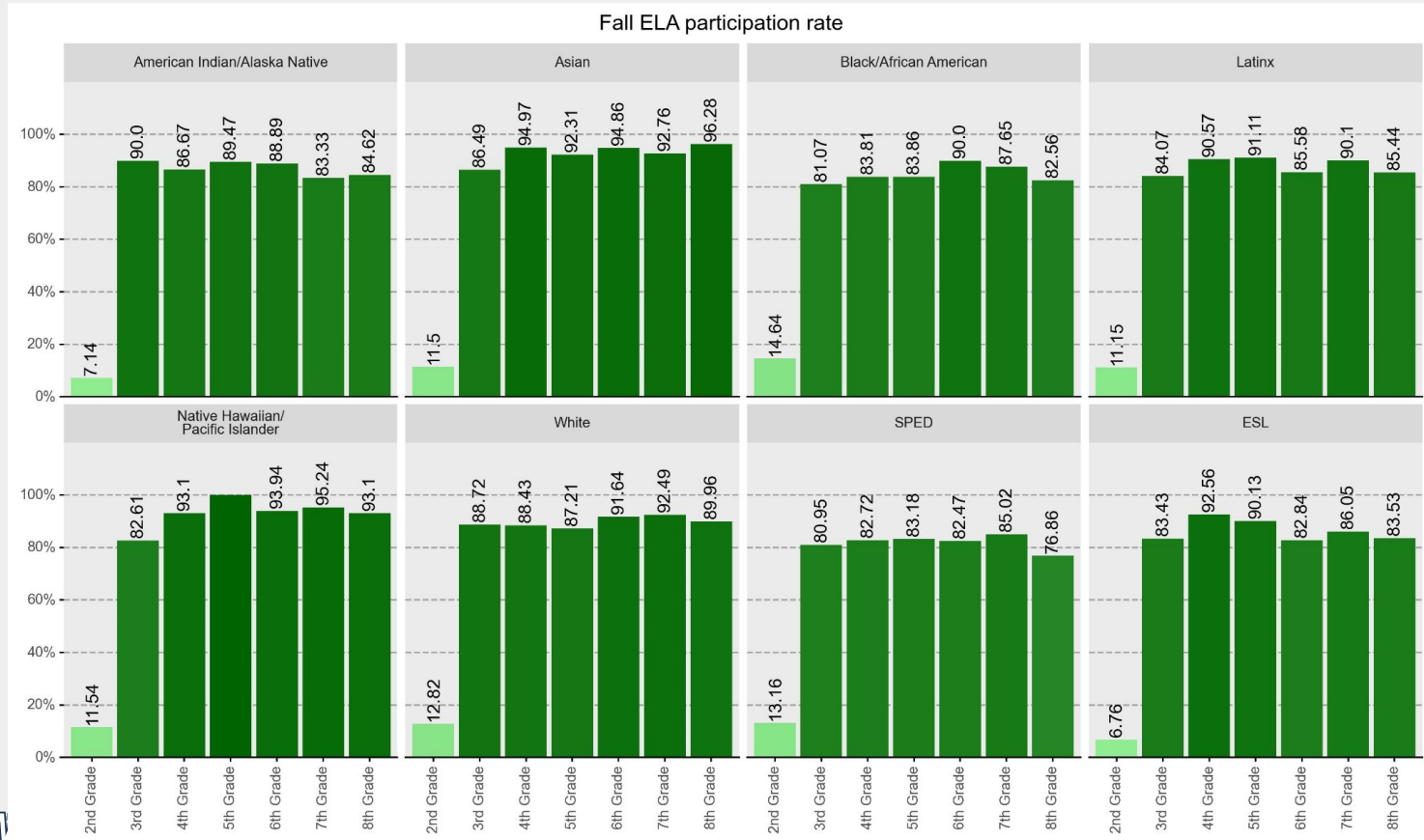
# Math Participation Rates



# Reading Participation Counts



# Reading Participation Rates





**Date:** November 7, 2023

**To:** School Board

**From:** Dr. Jon Franco, Chief of Schools  
Dr. Esther Omogbehin, Assistant Superintendent of Schools

**Subject:** Enrollment and Program Balancing/SEGC Phase II Implementation Update

---

## **BACKGROUND**

In 2019 the PPS Board of Directors authorized an enrollment and program balancing initiative for schools in the southeastern region of our district. In a follow-up 2020 scope of work the Board laid out three outcome goals:

- Optimize Use of Facilities
- Support Middle School Redesign
- Minimize Program Co-Locations

A diverse stakeholder group of parents, school administrators, teachers and community partners, were assembled as the Southeast Guiding Coalition (SEGC) and began meeting virtually in fall 2020 to review enrollment and program challenges and opportunities. Their work was aided by FLO Analytics, who provided facilitation, data analysis and modeling, and community engagement support. The work was impacted by the constraints of the virtual meeting environment, complexities due to the ongoing, pandemic-related and school closures, and the fast-approaching 2021 opening date for newly rebuilt Kellogg Middle School.

Data analysis from FLO Analytics showed that, while some schools in the region were experiencing overcrowding, the most likely enrollment-based challenges facing Black, Indigenous and other Students of Color living in Southeast were lack of access to robust programming. This was due in large part to the number of K-8 neighborhood schools that remained in SE, which did not provide the same degree of programming as comprehensive middle schools.

After twelve coalition meetings, numerous focus groups and a virtual open house attended by more than 800 community members, the SEGC delivered a recommendation in December 2020 for the Kellogg MS feeder pattern, impacting six K-8 schools from K-8 to K-5 structures. The PPS Board approved a modified version of the recommendation in February 2021. The Board also charge the coalition to continue on to Phase II of the project, and focus on:

- Attendance area and special program assignments for Harrison Park Middle School
- Relocating K-5 students and programs currently served at Harrison Park
- Increasing enrollment at Lane Middle School

The Board narrowed the scope for SEGC Phase II, so fewer schools were included in the coalition. FLO Analytics returned, and BRIC Architecture was brought on to provide virtual meeting facilitation and engagement support. The coalition held 15 virtual meetings over ten

months and received community feedback through surveys, focus groups and a virtual open house. They delivered a Phase II recommendation in March 2022. The Board approved the recommendation in May 2022, with the exception of a proposed change for the Lent neighborhood program which was decided in October 2022.

SEGC Phase II changes impacted 20 schools, including:

- Harrison Park conversion to a middle school
  - HP K-5 moved to Clark Elementary (located at old CSS building)
  - K-5 Chinese DLI moved to Clark Elementary
  - 6-8 Chinese DLI moved from Hosford to Harrison Park
  - 6-8 boundary changes from Mt. Tabor and Roseway (only applies to 6th graders this year)
- Bridger and Creative Science schools combined into Bridger Creative Science K-8 on the Bridger campus
  - Bridger Spanish DLI moved to Lent Elementary
  - Boundary changes to Atkinson/Harrison Park and Arleta/Kellogg
- Lent became all Spanish DLI school and the English-scholar program relocated to Marysville Elementary
- Mt. Tabor 6-8 Spanish DLI moved to Kellogg
- Lane grew through boundary changes with Hosford, Kellogg and Sellwood
- Whitman and Woodmere grew through boundary changes with Arleta, Lewis, Marysville and Woodstock
- Additional boundary changes were drawn for Arleta, Woodstock, Creston, Glencoe, Marysville and Vestal

## **PHASE II IMPLEMENTATION**

Due to the length of the SEGC process, implementation of Phase II changes was deferred to the start of the 2023-24 school year. Planning for changes to twenty schools began in Spring of 2022 and involved seventeen central departments. Implementation highlights include:

**Engagement** - Principals held community building events to ensure families and staff are aware of upcoming changes that may impact them individually or their school community. These community building events included, but were not limited to parent and family nights focused on community and culture of the school, administrator and student leader visits, and family/community listening sessions.

**Child Care and SUN Services** - Access to child care and engaging after school activities was a primary concern for many parents throughout the SEGC process. New partnership agreements were forged for schools undergoing significant changes, and both SUN and childcare providers are at Bridger Creative Science, Lent and Marysville. Childcare is available at Clark, and SUN is open at Harrison Park. Ongoing work includes arranging for transportation from Marysville after the SUN program ends.

**Transportation** - Numerous route additions and changes were made, and all routes operated as planned on day one. Guaranteed transitional bus service was established for students in boundary change areas who want to stay at their 22/23 schools, all Lent DLI students living in the 22/23 Bridger attendance area and Harrison Park DLI students living in the Woodstock attendance boundary. Transitional services are temporary exceptions to transportation guidelines that will last 5 years for elementary - 2 years for Middle school - 8 years for K-8..

As a result of the SEGC changes, two vehicles were added to the fleet, at an annual cost of \$220,000.

**Safe Routes to Schools** - PPS Safe Routes to Schools is a collaborative program between PPS, PBOT, and METRO promoting active transportation getting students safely to and from

school. Here is a snapshot of what's been done at our SEGC schools:

- 12 SEGC schools participated in International Walk & Roll to School Day on 10/4 (Arleta, Atkinson, Bridger Creative Science, Creston, Glencoe, Kelly, Lent, Lewis, Marysville, Vestal, Whitman, Woodstock)
- Pedestrian and Bicycling Safety Education at Glencoe, Lewis, and Woodmere
- Active Walking or Biking School Bus at five SEGC schools
- School Street, a car-free block adjacent to a school open to walking, biking, and rolling during arrival and dismissal times. Automobiles may not enter or exit the area during School Street hours, with exceptions for local residents and school buses
- Neighborhood bicycling and greenway infrastructure maps created for all SEGC schools
- Piloting 'School-Pool' (a carpooling app for families) at Bridger Creative Science

**Enrollment** - A key outcome of SEGC Phase II was enrollment increases at small schools such as Lane, Whitman, Woodmere and Vestal. Enrollment rose, as hoped, at most of those schools. Full impact of the boundary changes will not be felt until 2025 for middle schools and 2028 for elementary schools.

Grade Range	School	2022-23 Enrollment	2023-24 Preliminary Oct 1 Enrollment	Year to Year Change in Enrollment
MS	Harrison Park	opened 2023	321	New
K5	Clark	opened 2023	342	New
K8	Bridger Creative Science	opened 2023	516	New
K5	Arleta	256	275	19
K5	Atkinson	337	366	29
K5	Creston	260	238	-22
K5	Glencoe	394	372	-22
MS	Hosford	566	522	-44
MS	Kellogg	661	681	20
MS	Lane	336	391	55
K5	Lent	251	273	22
K5	Lewis	320	298	-22
K5	Marysville	286	359	73
MS	Mt Tabor	607	503	-104
MS	Roseway Heights	583	553	-30
MS	Sellwood	563	567	4
K5	Vestal	232	228	-4
K5	Whitman	153	180	27
K5	Woodmere	235	250	15
K5	Woodstock	491	455	-36

**Facility Improvements** - The focus was on schools converting to different structures or welcoming significant numbers of new students. Changes included:

- Harrison Park: Improvement to the cafeteria, classrooms, interior entry space and the administration offices and a full HVAC system replacement.
- Bridger CS: Locker room conversion to office spaces, ADA / SPED upgrades

- Clark: Interior Seismic improvements and floor repair in multiple classrooms

**Human Resources** - In addition to all other staffing changes required to support SEGC moves, ten staff positions were allocated, as shown below. The pool was set aside by direction of the board to allow teams to create bridges as well as to support full programming for low-enrollment schools.

School	Staff position funded by SEGC set-aside	FTE
Harrison Park	Assistant Principal	1.4
Harrison Park	Interventionist or other teacher	1
Harrison Park	ELD teacher	0.5
Harrison Park	ELD EA	0.22
Marysville	Social Worker or Counselor	0.5
Clark	Assistant Principal	0.7
Bridger Creative Science	5th grade teacher	1
Bridger Creative Science	ELD teacher	0.5
Hosford	SS/AVID for 6th Grade	1
Lane	Teacher for 6th grade	1
Lent	Instruct Specialist, Biling Intervention or EA	1
Lent	Kindergarten teacher	1
Whitman	Part of EA to support 3rd grade	0.18
	<b>TOTAL</b>	<b>10</b>

### **OUTCOME GOALS: INITIAL ASSESSMENT**

SEGC Phase I and Phase II impacts will emerge over time through analysis of school climate surveys, student outcomes and other important data not yet available. However, there are some clear, albeit initial, outcomes.

**#1 Optimize Use of Facilities** - Since the launch of SEGC, overcrowding is significantly reduced across Southeast schools. While pandemic-related factors and housing availability have contributed to enrollment declines in the region and district-wide, it is also clear that SEGC changes reduced crowding at Bridger, Hosford, Mt. Tabor and other schools.

Small schools, such as Lane, Whitman, Woodmere and Vestal were already a focus for concern before pandemic-era enrollment losses. Boundary changes are showing early signs of helping to off-set recent enrollment losses and should create more predictable and robust enrollment over time, which supports better school staffing.

**#2 Support Middle School Redesign** - With two new middle schools, all Southeast students now have access to comprehensive middle schools. This includes students who live in the Bridger Creative Science boundary, who have guaranteed transfer to Harrison Park MS if they do not wish to continue in their K-8.

A preliminary analysis of the status of [MS Redesign Initiatives](#) shows that, when compared to the prior K-8 schools, Harrison Park and Kellogg

- Provide expanded extracurricular opportunities (MS Redesign Initiative #2)
- Offer seven-period day schedule, which provides educators with consistent opportunities for planning and collaboration (MS Redesign Initiative #16)
- Have more options for creative innovative scheduling (MS Redesign Initiative #10)

**#3 Minimize Program Co-Locations** - Program co-location changes played a dominant role in SEGC Phase II. As a result of the coalition’s work, there are fewer dual language immersion co-locations in Southeast. While co-location still exists at Atkinson (Spanish DLI), Kelly (Russian DLI) and Woodstock (Chinese DLI), there are no longer any single strand English (neighborhood) programs co-located with immersion programs.

**Co-location changes by SEGC Phase**

	Spanish DLI	Chinese DLI
Phase I:	Lent and Bridger Middle Grades moved to Kellogg	Harrison Park K-8 Chinese DLI program grows into middle grades
Phase II	Kellogg and Mt. Tabor programs consolidated Bridger and Lent Spanish DLI consolidated	Harrison Park and Hosford programs consolidated

**NEXT STEPS/CLOSURE**

**Closure**

- Accomplished all the goals in the Board Charge
- Facilities were remodeled to accommodate student needs
- A better distribution of programs
- More balanced enrollment numbers

**Next Steps**

- Continue to improve and monitor student academic achievement at all schools in SEGC
- Assess needs in other quadrants of the district to continue to align with the district Strategic Plan/PPS Re Imagined goals
- Continue to strengthen DLI programs in the district

# Enrollment and Program Balancing Phase II



PORTLAND  
**Public Schools**

Date

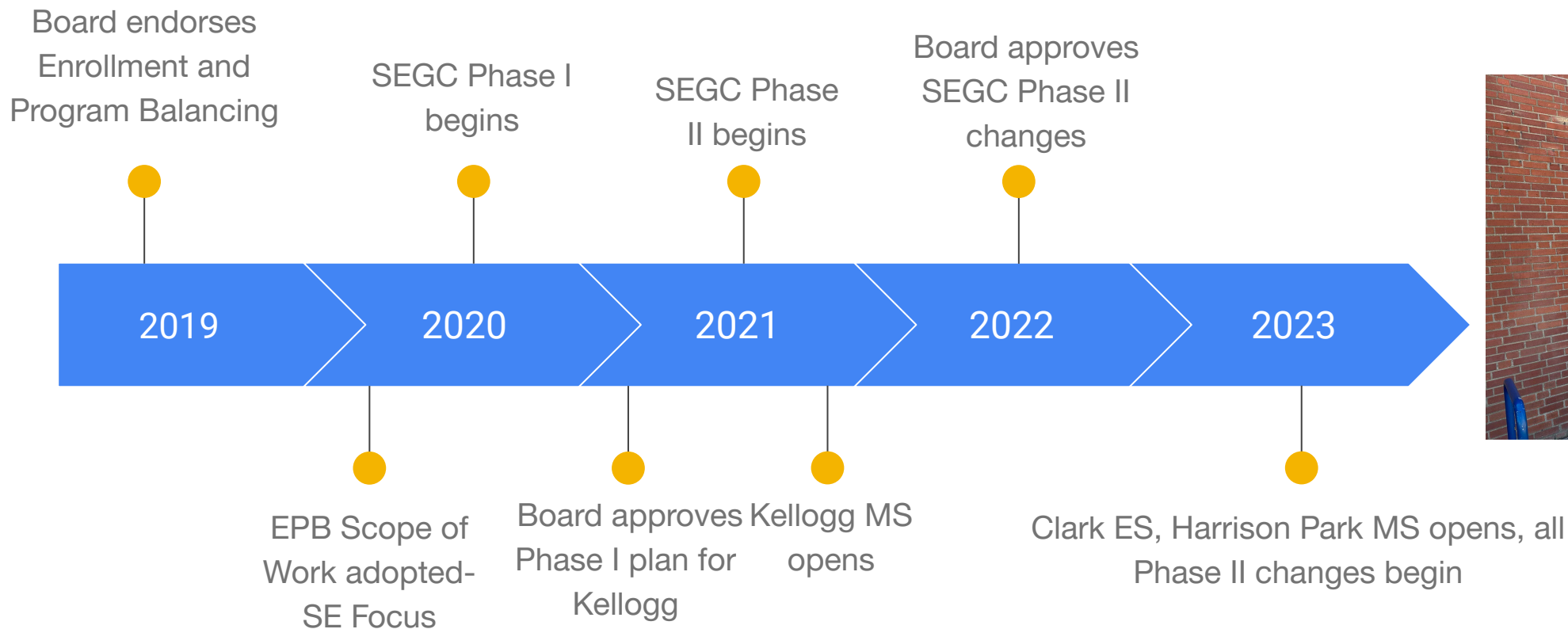
# Overview of Presentation

- SEGC Timeline & Phase II Changes
- Phase II Highlights
- Discussion

*Additional context and details are in the appendix (Slides 10-25), but will not be presented*



# Enrollment & Program Balancing (EPB) & SE Guiding Coalition (SEGC) Timeline



# Phase II - Significant Changes Overview

## Harrison Park

- Became a 6-8
- HP K-5 moved to Clark Elementary (located at old CSS building)
- K-5 Chinese DLI moved to Clark Elementary
- 6-8 Chinese DLI moved from Hosford to Harrison Park
- 6-8 boundary change from Mt. Tabor and Roseway (only applies to 6th graders this year)

## Bridger Creative Science

- Creative Science and Bridger became Bridger Creative Science K-8
- Bridger Spanish DLI moved to Lent Elementary
- Boundary changed to Atkinson/Harrison Park and Arleta/Kellogg

## Additional Major Changes

- Lent became all Spanish DLI school, Neighborhood students moved to Marysville Elementary
- Mt. Tabor 6-8 Spanish DLI moved to Kellogg
- Lane grew through boundary changes with Hosford, Kellogg and Sellwood
- Whitman and Woodmere grew through boundary changes with Arleta, Lewis, Marysville and Woodstock



# Engagement

## Events included

- Parent and family nights focused on community and culture of the school
- Administrator and student leader visits
- Family/community listening sessions

\*Estimated attendance based on family sign-in sheets.

See the complete event list [here](#).

Community Building Events at High-Impact SEGC Schools			
School	# of Events	Total # of Attendees*	Translators/Interpreters Represented
Bridger	2	250	Spanish, Chinese, Russian
Creative Science	5	183	Spanish, Chinese, Vietnamese
Hosford	3	25	Chinese, Russian, Somali, Spanish, Vietnamese
Kellogg	1	198	Spanish
Lent	2	236	Spanish, Chinese
Marysville	1	N/A	N/A
Mt. Tabor	1	12	Spanish
Bridger/Creative Science	1	150	Spanish, Ukrainian
Marysville/Lent	1	300	Spanish, Vietnamese, Cantonese, Somali

# FTE Allocated

The PPS Board of Education created a staffing pool of 10 licensed FTE to be equitably allocated as needed over the next five years. As programs move and boundaries change from one school to another, this will allow for teams to create bridges as well as to support full programming for low-enrollment schools.

## **Harrison Park**

- Assistant Principal (1.4)
- Interventionist or other teacher (1.0)
- ELD teacher (0.5) and EA (0.219)

**Marysville** - Social Worker or Counselor (0.5)

**Clark** - Assistant Principal (0.7)

## **Bridger Creative Science**

- 5th grade teacher (1.0)
- ELD teacher (0.5)

**Hosford** - SS/AVID for 6th Grade (1.0)

**Lane** - Teacher for 6th grade (1.0)

## **Lent**

- Instructional Specialist, Bilingual Interventionist or EA (1.0)
- KG teacher (1.0)

**Whitman** - Part of EA to support 3rd grade (0.18)

# Facility Improvements

**Harrison Park:** Completed **Phase-1** early 2023, Included Cafeteria, Security, Administration offices and main lobby, Bike Parking.

**Phase-2**, started June 2023, “Mini-Mod”, Complete new Mechanical System, Heating & Cooling, Complete Classroom upgrades Technology, Finishes, Acoustics. Safety Vestibule, STEAM Lab & Science Classrooms, Full Sprinkler System, SPED Classroom, ADA Restrooms, Additional Bike Parking

**Bridger CS:** Locker room conversion to office spaces, storage room conversion to office space, room 32 conversion to Science room, conex box added for storage and ADA / SPED upgrades

**Clark:** Interior Seismic improvements and floor repair in multiple classrooms



- Harrison Park main entry-



-Harrison park interior corridor-

# Transportation & Safe Routes to School

## Transportation

Transportation is supporting SEGC by guaranteeing transitional service for students impacted by SEGC changes. **Transitional temporary service will be provided for:**

- Students in boundary change areas who want to stay at their 22/23 school
- All Lent DLI students living in the 22/23 Bridger attendance area
- Harrison Park DLI students living in the Woodstock attendance boundary



## Safe Routes to School

PPS Safe Routes to Schools is a collaborative program between PPS, PBOT, and METRO promoting active transportation getting students safely to and from school

- Active Walking or Biking School Bus at five SEGC schools
- School Street, a car-free block open during arrival and dismissal, implemented at Kellogg.
- Neighborhood bicycling and greenway infrastructure maps created for all SEGC schools on our website

# Before and After School Child Care & SUN

Access to child care and engaging after school activities was a primary concern for many parents throughout the SEGC process. New partnership agreements were forged for schools undergoing significant changes, and both SUN and childcare are provided. Transportation was arranged from Bridger Creative Science to Clark for childcare and from Marysville to Lent School after SUN programming.

## Child Care

- Clark
- Bridger Creative Science
- Lent
- Marysville

## SUN

- Clark (RESJ after school enrichment)
- Bridger Creative Science
- Harrison Park
- Lent
- Marysville

Thank You  
&  
Questions

# Enrollment and Program Balancing Phase II

## APPENDIX



# Context

- 2019 PPS adopted an ambitious vision PPS Reimagined
  - Graduate Portrait
  - Educator Essentials
  - Educational System Shifts
    - PPS Board calls for district-wide enrollment and program balancing to address system issues related to the use of its physical facilities that impact student success

## **2020 EPB Scope of Work - Outcome Goals**

#1 Optimize Use of Facilities

#2 Support Middle School Redesign

#3 Minimize Program Co-Locations

# Southeast Guiding Coalition - Phases I and II

- **Board Charge: Recommend a plan to address**
  - Establish a feeder pattern for Kellogg Middle School (Phase I)
  - Attendance area and special program assignments for Harrison Park Middle School
  - Relocating K-5 students and programs currently served at Harrison Park
  - Increasing enrollment at Lane Middle School
- **Programmatic Guidelines**
  - Preferred middle school enrollment above 500 students
  - Preferred elementary school enrollment above 270 students
  - Avoid moving boundaries across major arterial streets where possible
  - Eliminate single-strand English-scholar programs on campuses with co-located program
  - Consolidate as many DLI programs as possible, prioritizing future locations closest to where native speakers reside

# Phase II Enrollment Issues Impacting Black and Indigenous Students

- **Lack of access to a comprehensive middle school**
  - Harrison Park and Bridger neighborhood students
- **School enrollment below minimum targets:**
  - Limits opportunity to access a broad range of instructional programs, including electives
  - *Marysville, Whitman, Woodmere, Vestal, Lane, Harrison Park MS*
- **Single-strand K-5 neighborhood program:**
  - Limits opportunities for professional development, mixing up student cohorts from year to year, and may lead to lower outcomes for underserved students
  - *Bridger neighborhood, Lent neighborhood*

# Schools Impacted

## *Pre-SEGC configurations*

K- 5 Schools	K-8 Schools	6-8 Schools
<ul style="list-style-type: none"><li>• Atkinson</li><li>• Glencoe</li><li>• Lewis</li><li>• Vestal</li><li>• Whitman</li><li>• Woodmere</li><li>• Woodstock</li></ul>	<ul style="list-style-type: none"><li>• Arleta</li><li>• Bridger</li><li>• Creative Science</li><li>• Creston</li><li>• Harrison Park</li><li>• Lent</li><li>• Marysville</li></ul>	<ul style="list-style-type: none"><li>• Hosford</li><li>• Kellogg</li><li>• Lane</li><li>• Mt Tabor</li><li>• Roseway Heights</li><li>• Sellwood</li></ul>

Phase II High Impact Schools
<ul style="list-style-type: none"><li>• Bridger</li><li>• Creative Science</li><li>• Clark</li><li>• Harrison Park</li><li>• Hosford</li><li>• Lent</li><li>• Marysville</li><li>• Mt Tabor</li></ul>

# Recommendation Report

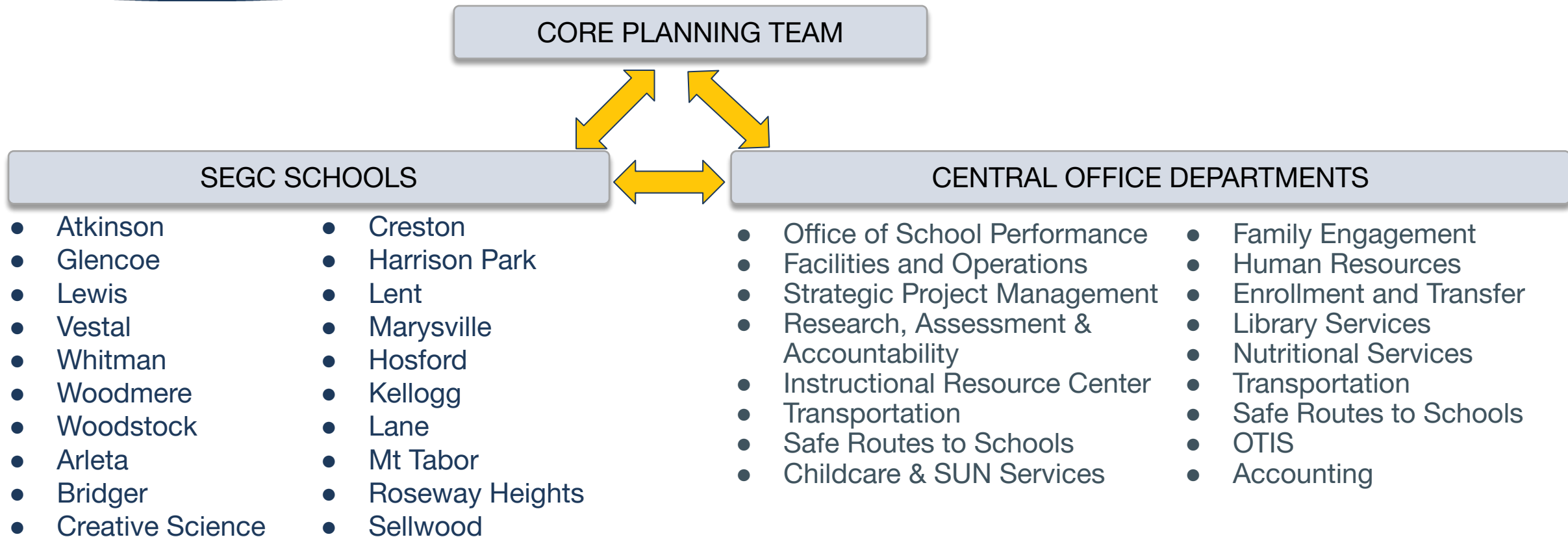
## Evaluation Feedback Summary: Key Factors for votes on Program Placement

Members who voted “Yes”	Members who voted “Yes with Caveats”	Members who voted “No”
<ul style="list-style-type: none"> <li>● <b>Spanish remains at Kellogg:</b> Keeping the intentional staffing and wraparound supports designed for Spanish DLI meets the needs of students enrolled in the program, including native speakers</li> <li>● <b>Enrollment balance:</b> Most K-5 schools hit 270 target, increased enrollment for high poverty schools including Lane, Harrison Park has opportunity to grow through DLI program</li> <li>● <b>Whole-school DLI:</b> Model serves Latinx students at Lent</li> <li>● <b>Consolidated Middle School DLI:</b> multiple strands at each middle school for robust programs</li> <li>● <b>Increased racial diversity</b></li> </ul>	<ul style="list-style-type: none"> <li>● <b>Enrollment concerns:</b> Needs increase at Harrison Park and/or decrease at Kellogg</li> <li>● <b>No Split Feeders:</b> Arleta and Marysville students must all remain at Kellogg</li> <li>● <b>Staffing considerations:</b> equitable staffing, offset loss of Title 1</li> <li>● <b>Transitions:</b> Students should finish at the middle school where they started</li> <li>● <b>Spanish DLI Staffing Questions:</b> Mixed messages on the challenge of relocating middle school Spanish DLI; unclear whether this should be prioritized over optimal program placements</li> </ul>	<ul style="list-style-type: none"> <li>● <b>Lack of Long-Term Stability:</b> Spanish at Kellogg seen as a short-term solution</li> <li>● <b>Enrollment concerns:</b> proposal has a lack of options to increase Harrison Park’s enrollment or decrease Kellogg’s; enrollment disparity could impact equitable offerings</li> <li>● <b>Geographic Proximity:</b> Lack of access to closest middle school and safe routes to school for South Tabor neighborhood, especially BIPOC and low-SES students who are not in DLI</li> <li>● <b>Facility optimization:</b> Has the robust Spanish immersion program in the smaller, central middle school and the smaller DLI program in a large building with fewer resident students</li> <li>● <b>Scope:</b> Proposal doesn’t include all SE schools; Current conditions don’t justify the conversion of Harrison Park to a middle school</li> <li>● <b>Preferred an alternative:</b> E2 as a program placement starting point; not in support of all-school DLI at Lent</li> </ul>

# School Impacts

	NEW/CHANGED SCHOOL	PROGRAM CHANGE	K-8 CONVERSION	BOUNDARY CHANGE
Harrison Park MS	✓		✓	✓
Clark ES	✓			✓
Bridger Creative Science K8	✓	✓	✓	✓
Arleta ES			✓	✓
Atkinson ES				✓
Creston ES				✓
Glencoe ES				✓
Hosford MS		✓		✓
Kellogg MS	✓	✓		✓
Lane MS				✓
Lent ES	✓	✓	✓	✓
Lewis ES				✓
Marysville ES		✓	✓	✓
Mt Tabor MS		✓		✓
Roseway Heights MS				✓
Sellwood MS				✓
Vestal ES				✓
Whitman ES				✓
Woodmere ES				✓
Woodstock ES				✓

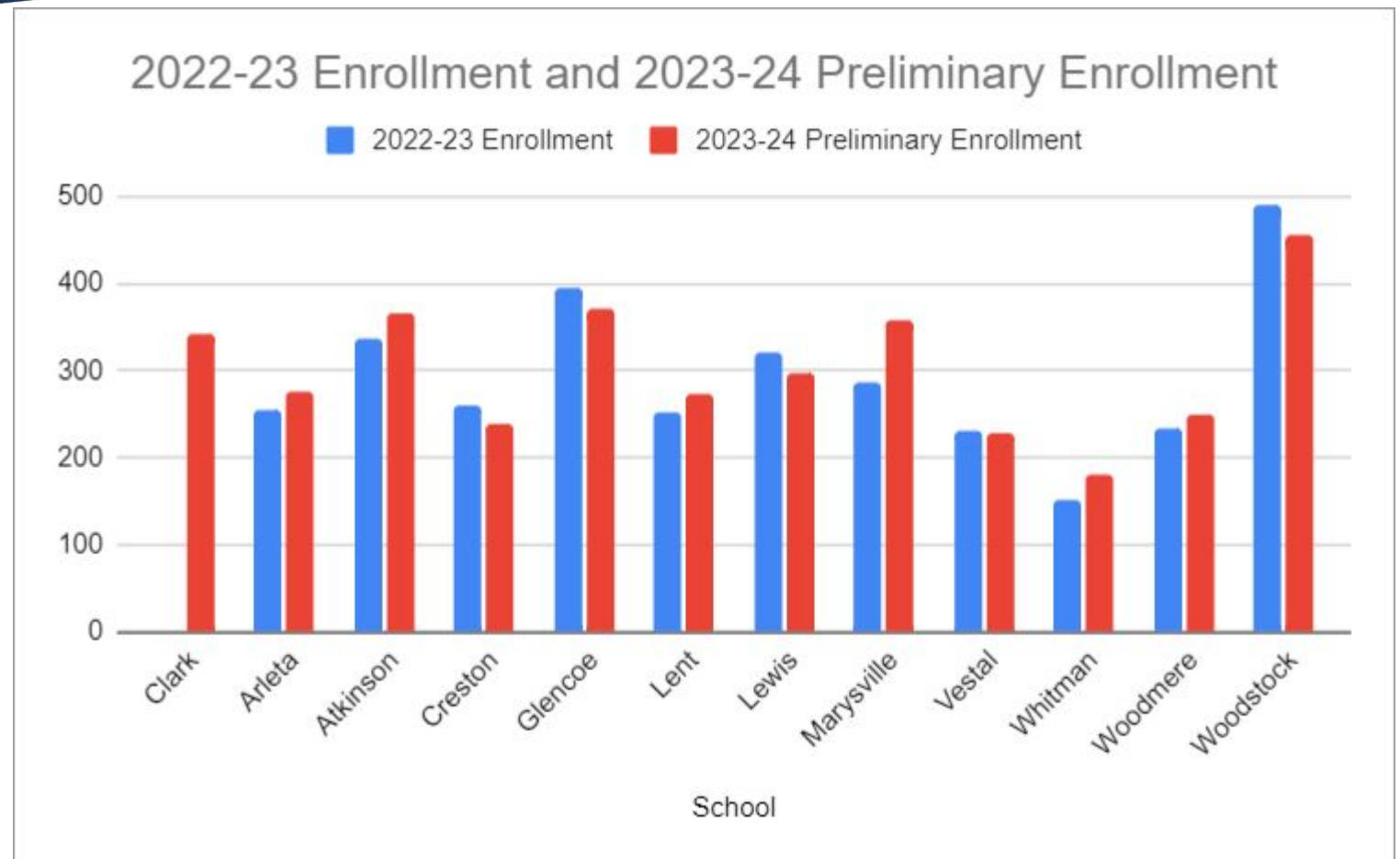
# Phase II Implementation



# Enrollment

## Enrollment at K-5 SEGC-impacted schools

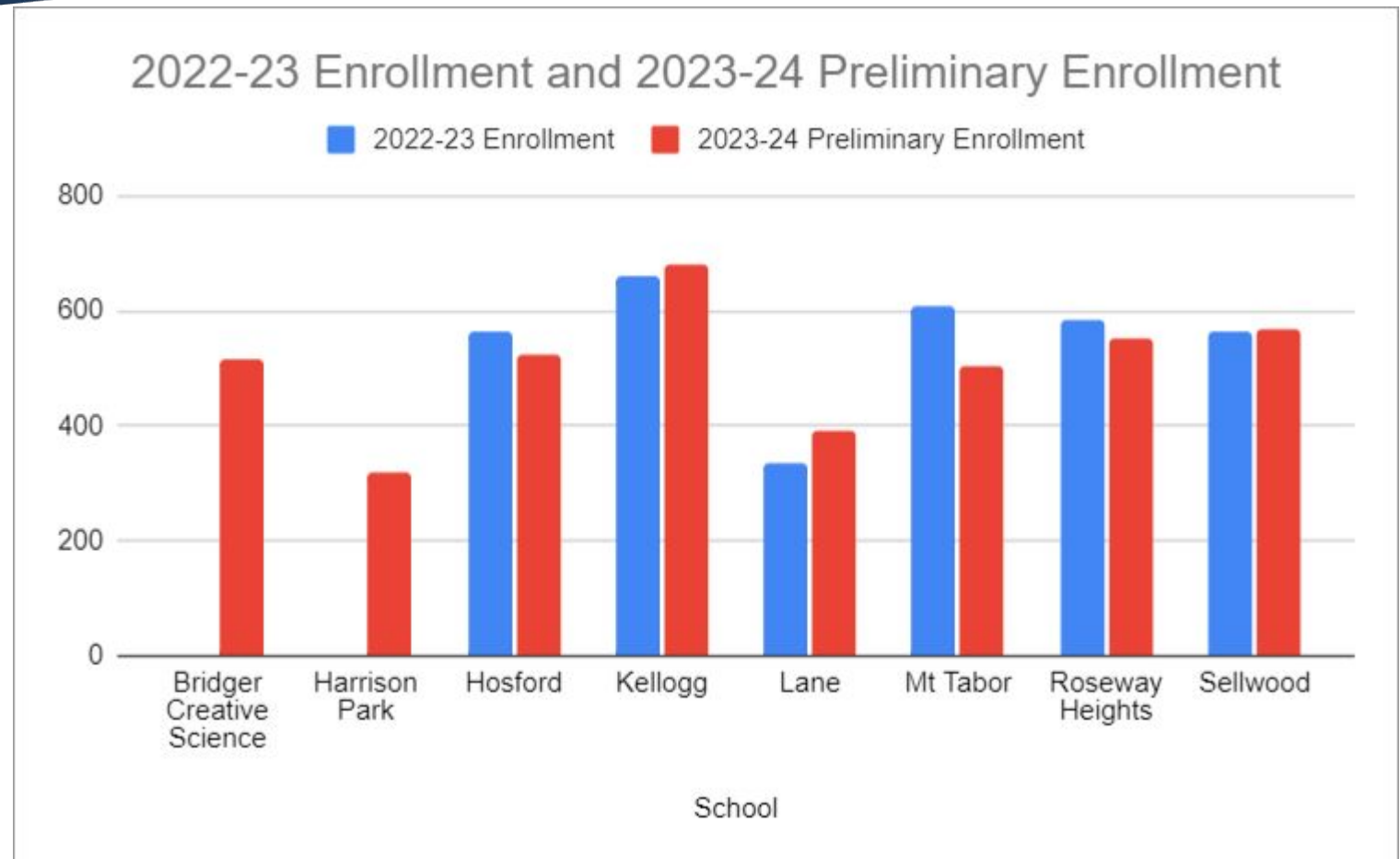
*Full impact of boundary  
changes takes six years*



# Enrollment

Enrollment at K-8 and 6-8 SEGC-impacted schools

*Full impact of MS boundary changes takes three years*



# Safe Routes to Schools

PPS Safe Routes to Schools is a collaborative program between PPS, PBOT, and METRO promoting active transportation getting students safely to and from school



## What's been done at our SEGC schools:

- 12 SEGC schools participated in International Walk & Roll to School Day on 10/4 (Arleta, Atkinson, Bridger Creative Science, Creston, Glencoe, Kelly, Lent, Lewis, Marysville, Vestal, Whitman, Woodstock)
- Pedestrian and Bicycling Safety Education at Glencoe, Lewis, and Woodmere
- Active Walking or Biking School Bus at five SEGC schools
- School Street, a car-free block open during arrival and dismissal, implemented at Kellogg.
- Neighborhood bicycling and greenway infrastructure maps created for all SEGC schools on our website <https://www.pps.net/Page/20967>
- Piloting 'School-Pool' (a carpooling app for families) at Bridger Creative Science

# Transportation

## Transportation Guarantees for SEGC Communities

Transportation is supporting SEGC by guaranteeing transitional service for students impacted by SEGC changes.

**Transitional service is a temporary exception to our guidelines that will last 5 years for elementary - 2 years for Middle school - 8 years for K-8.**

### **Transitional service will be provided for:**

- Students in boundary change areas who want to stay at their 22/23 school
- All Lent DLI students living in the 22/23 Bridger attendance area
- Harrison Park DLI students living in the Woodstock attendance boundary

### **Impact on Transportation:**

- Two vehicles added to our fleet at a total annual cost of \$220,000

# Outcome Goals

## #1: Optimize Use of Facilities

When compared to pre-SEGC data:

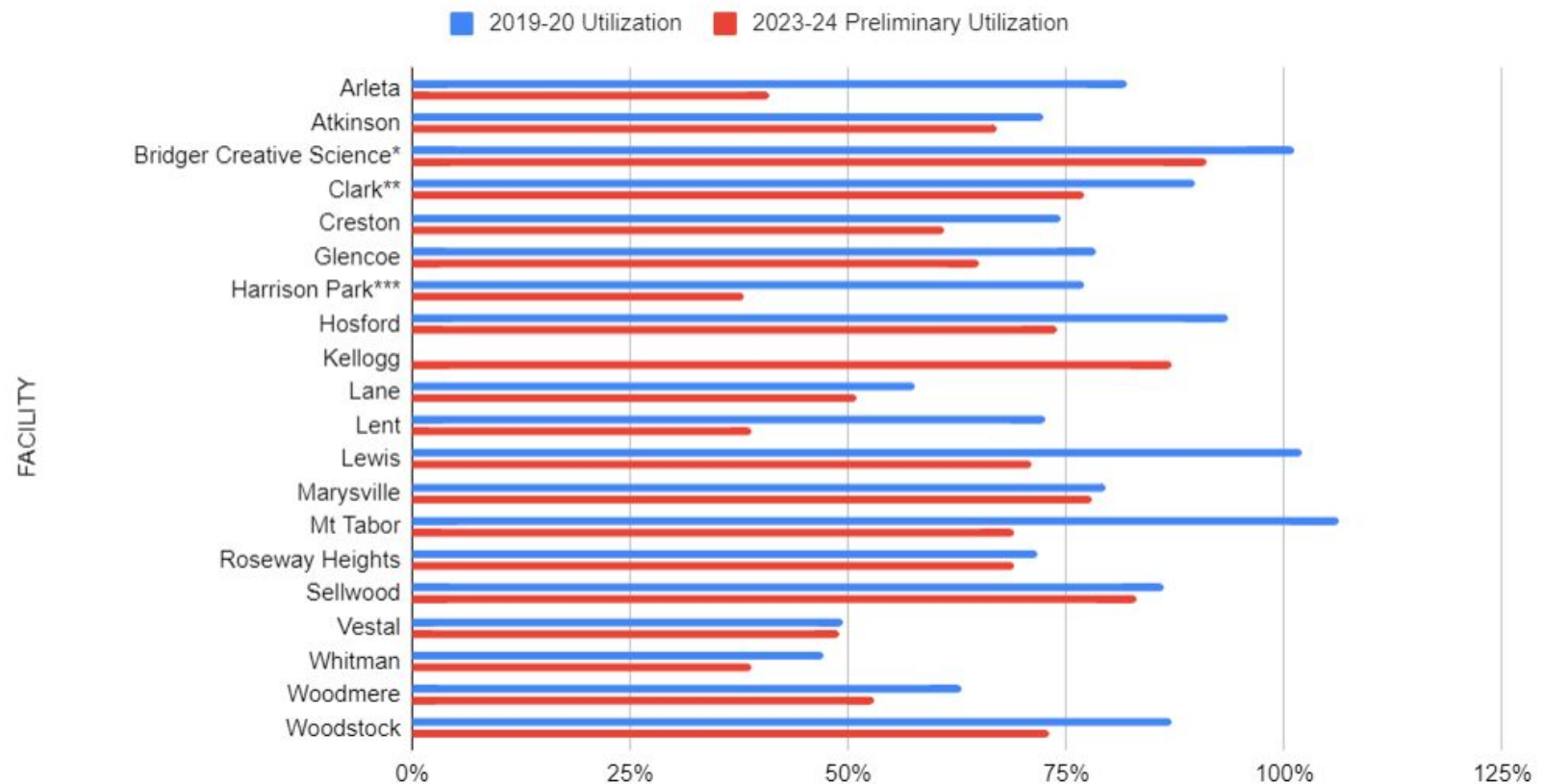
- No overcrowded schools
- Schools like Lane, Whitman and Woodmere got smaller during the pandemic, but are rebounding due to boundary changes

\*Bridger became Bridger Creative Science

\*\*Clark was Creative Science

\*\*\*Harrison Park was a K8, now a MS

2019-20 Utilization and 2023-24 Preliminary Utilization



# Outcome Goals

## #2 Support Middle School Redesign

**All Southeast students have access to comprehensive middle school programming**

**When compared to the former K-8s, both Harrison Park and Kellogg**

- Provide expanded extracurricular opportunities (MS Redesign Initiative #2)
- Offer seven-period day schedule, which provides educators with consistent opportunities for planning and collaboration (MS Redesign Initiative #16)
- Have more options for creative innovative scheduling (MS Redesign Initiative #10)



Learn more about MS Redesign at [sites.google.com/pps.net/middle-grades-redesign/home](https://sites.google.com/pps.net/middle-grades-redesign/home)

# Outcome Goals

## #3 *Minimize Program Co-Locations*

### **No single strand English (neighborhood) classrooms remain in Southeast**

- Lent is now full-school Spanish Immersion
  - Phase II: Bridger and Lent Spanish DLI consolidated
- All Southeast MS Spanish Immersion now at Kellogg
  - Phase I: Lent and Bridger Middle Grades moved to Kellogg
  - Phase II: Kellogg and Mt. Tabor programs consolidated
- All Southeast MS Chinese Immersion now at Harrison Park
  - Phase I: Harrison Park K-8 program grows into middle grades
  - Phase II: Harrison Park and Hosford programs consolidated
- Co-location remains at Atkinson (Spanish DLI), Kelly (Russian DLI) and Woodstock (Chinese DLI)



**District Performance Auditing**

**I. Office of Performance Auditor**

- A. Portland Public Schools shall maintain an Office of Performance Auditor. The office shall be staffed by a Board-approved District Performance Auditor (Auditor), who shall be hired, evaluated, and may be removed by the Board, and such other employees or contractors as the Board provides budgetary funding.
- B. The Office of Performance Auditor shall adhere to Generally Accepted Government Auditing Standards (GAGAS) in conducting its work and shall be considered independent as defined by those standards.

**II. Audit Committee**

A. The Audit Committee shall be comprised of five members appointed by the Board and all appointees shall be independent of the district's management and administrative service. The Audit Committee will be comprised of three members of the Board and two community members that — Hhave a general knowledge of the District and the audit process.

B. The two community members shall serve as voting members of the Audit Committee for two years and may be re-appointed at the end of their term.

C. The Board recognizes that community members bring specialized knowledge and expertise to the Audit Committee. Community members serving on the Audit Committee shall employ discretion, avoid conflicts of interest and their appearance, and exercise care in performing their duties. Community members appointed to the Audit Committee shall follow the ethics rules contained in ORS Section 244.

D. The Audit Committee welcomes up to two students to participate as ex officio members of the Audit Committee. The students may be appointed to the Audit Committee by the Student Representative to the Board and/or at the discretion of the Chair of the Audit Committee.



## District Performance Auditing

**E.** The Auditor and their staff shall report to the Audit Committee, and the Auditor shall be annually evaluated by the Board using the school district's evaluation instrument. The Auditor shall report to the Deputy Superintendent for Business & Operations (or comparable role) for administrative purposes such as leave approval, office space and supplies, paychecks, and reimbursements.

### III. Assistants and Employees

- A. The Office of Performance Audit shall be provided a separate budget (subject to available resources) sufficient to carry out the responsibilities and functions established in this policy.
- B. Within budget limitations and consistent with District policies and procedures, the Auditor shall have the authority to ~~appoint~~, employ, and remove other employees of the Office of Performance Audit or contractors as deemed necessary for the efficient and effective administration of the duties of the office.

### IV. Scope of Audits

- A. The Auditor shall have authority to conduct performance or other audits of all schools, offices, activities, and programs – including contracted programs - to independently determine whether:
  - 1. Activities and programs being implemented have been authorized by District policy, state law, or applicable federal law or regulations;
  - 2. Activities or programs are conducted efficiently and effectively to accomplish the objective intended by District policy, state law, or applicable federal law or regulations;
  - 3. Activities and programs are being conducted and funds expended in compliance with applicable laws;
  - 4. Revenues are being properly collected, deposited, and accounted for;
  - 5. Financial and other reports are being provided that disclose fairly and fully all information that is required by law, that is necessary to ascertain the



### District Performance Auditing

nature and scope of programs and activities, and that is necessary to establish a proper basis for evaluating the programs and activities;

6. There are adequate operating and administrative procedures and practices, systems or accounting internal control systems, and internal management controls which have been established by management; or
  7. Indications of fraud, abuse, or illegal acts are identified for further investigation.
- B. The Auditor may provide non-audit services that are not covered by Government Audit Standards, provided that the service does not impair the auditor's independence. Decisions to perform non-audit services will be based on two overarching principles:
1. Audit organizations should not provide non-audit services that involve performing management functions or make management decisions; and
  2. Audit organizations should not audit their own work or provide nonaudit services in situations where the non-audit services are significant/material to the subject matter of audits.

#### V. **Audit Plan**

- A. At the beginning of each fiscal year, the Auditor shall submit a proposed annual audit plan to the Audit Committee for review and input. The plan shall include the schools, offices, activities, functions, and programs proposed for audit during the year. Upon review of the plan, the Audit Committee will recommend an annual audit plan to the full Board for approval.
- B. In consultation with the Audit Committee, the Auditor will select topics based on potential for cost savings and service improvements; level of public and school board interest; evidence of problems or wrongdoing; risk of loss or abuse; and availability of audit staff.



### District Performance Auditing

#### **VI. Access to Employees, Records and Property**

- A. All District officers and employees of shall furnish the Auditor with requested information and unrestricted access to employees, information, and records within their custody or control regarding powers, duties, activities, organization, property, equipment, financial transactions, contracts, and methods of business required to conduct an audit or otherwise perform audit duties. Officers or employees who fail to provide access and/or information requested by the Auditor, may be subject to discipline up to and including termination.
- B. All contracts with outside contractors and subcontractors shall provide for Auditor access to all financial and performance-related records, property, and equipment purchased in whole or in part with District funds.
- C. The Auditor shall not publicly disclose any information received during an audit involving matters that are confidential, privileged, or are otherwise exempt from disclosure under applicable state or federal law. Reporting in such cases may be limited to the Board.

#### **VII. Views of Responsible Officials**

- A. A final draft of each audit report shall be delivered to the manager responsible for the audited program and the Superintendent for review and comment before it is released. The responsible manager must respond in writing specifying agreement with audit findings and/or recommendations or reasons for disagreement with findings and/or recommendations, plans for implementing solutions to issues identified, and a timetable to complete such activities. The auditor must receive the response within 15 working days. The Auditor may revise its report based on the substantive input of the responsible manager. The Auditor will report the responsible manager's response to the Auditor's findings, conclusions, and recommendations, as well as the responsible manager's planned corrective actions. If no response is received within the specific timeframe, the Auditor will note that fact in the audit report and will release the report. In the case of contracted audits, audits may be released without inclusion of a response.



### District Performance Auditing

#### **VIII. Audit Reports**

A. Each audit will result in a written report containing relevant background information, findings and recommendations and shall be delivered to the Audit Committee, Board, and the Superintendent. The report shall also be available for public examination, except as otherwise provided in this policy or prohibited by law.

#### **IX. Report of Irregularities**

If during an audit, the Auditor becomes aware of abuse or illegal acts or indications of such acts that could affect the District, the auditor shall report the irregularities to the Audit Committee and the Superintendent. If the Superintendent is believed to be a party to abuse or illegal acts, the Auditor shall report the acts directly to the Audit Committee chair.

#### **X. Annual Report**

A. The auditor shall submit an annual report to the Board within 90 days of the fiscal year end indicating audits completed, major findings, corrective actions taken by administrative managers, and significant findings which have not been fully addressed by management.

#### **XI. Audit Follow-up**

A. Responsible managers should provide quarterly reports about the implementation of corrective action plans as specified in the plan. The Auditor may request periodic status reports from audited entities regarding actions taken to address reported deficiencies, audit recommendations, and completed action plans.

#### **XII. Contract Auditors, Consultants, and Experts**

A. Within budget limitations, the Auditor may obtain the services of Certified Public Accountants, qualified management consultants, or other professional experts as necessary to perform the Auditor's duties.



## **Board Policy**

**1.60.040-P**

## **District Performance Auditing**

History: Adopted 6/71; amended 12/83; re-organizational rescission 9/9/02; re-adopted 6/13/05 BA 3330; amended 8/13/07; amended 12/11/2018



## PORTLAND PUBLIC SCHOOLS

501 North Dixon Street / Portland, OR 97227

Telephone: (503) 916-2000

Mailing Address: P. O. Box 3107 / 97208-3107

### MEMO

**Date:** November 30, 2023  
**To:** Board of Education  
**From:** Janise Hansen, Sr Internal Performance Auditor  
**Subject:** Update to Policy 1.60.040-P District Performance Auditing

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#### **Background**

At the September 13, 2023 meeting of the Audit Committee, committee members requested an update to the District Performance Auditing policy (1.60.040-P) to formalize the participation of community members on the Audit Committee. It has been the practice of the Audit Committee to invite two community members to participate as members of the Audit Committee; the updates to the policy formalize this practice in the policy.

At the November 30, 2023 Policy Committee meeting, committee members reviewed the updates to this policy. The updated language was approved by the committee who then recommended it move to the full Board for a First Reading.

## **DRAFT POLICY x.xx.xxx-P**

### **Religious and Cultural Observances**

We respect and protect the constitutional rights of our students, families, and employees to practice and observe their religion or to practice no religion at all. We also respect and protect our students, families, and employees' rich and diverse cultural observances and practices. At all times, we seek to balance those important individual rights with the constitutional requirement that PPS, as a public school district, may not favor or promote a particular religion over another. And at all times, we encourage all students, families, and staff to show respect, tolerance, and curiosity about religious and cultural practices that differ from their own. These differences and our acceptance of them make our school community an inclusive and welcoming community in which all students can authentically thrive.

### **Excused Absences & Other Accommodations**

Students and families may request accommodations to enable them to observe their religious and cultural practices. Those accommodations may include excused absences for religious instruction or holiday observances. Requests for absences or other accommodations should be in writing from a student's parent/guardian directed to a teacher and/or principal at the student's school.

**Classes.** Students may be excused from classes for their individual religious or cultural practices without penalty. Students who have missed an assignment or assessment must be given a reasonable opportunity to make up that test or assessment. Make-up opportunities will not be required of a student on the school day immediately after a student is absent from school to observe a religious or cultural holiday.

**Co-Curricular and Extracurricular activities.** Students may also be excused from co-curricular and extracurricular activities for their individual religious or cultural practices without penalty.

### **Identification of Major Religious Holidays and Cultural Observances**

As part of the annual school calendar creation and adoption process, the Superintendent shall identify major religious and cultural holidays in our community using legally acceptable methods to do so. The District and each of its schools should avoid scheduling grade-, school- or district-wide events (e.g., Back-to-School nights, all-school assemblies, parent-teacher conferences, School Board meetings) on those dates. Such events can be scheduled on major religious holidays only if such scheduling is reasonably necessary to carry out the proper functioning of a school program, course of study, or to avoid an unreasonable burden on other students; or if such scheduling is outside the control of District employees. Staff will inform students and parents of plans as far in advance as possible so that conflicts with religious or cultural observances can be avoided if possible and otherwise accommodated if not.

### **Non-District-Sponsored Events**

When school or District events are scheduled and controlled by organizations other than the District (e.g., OSAA, Outdoor School, national testing organizations), the District shall advocate with those organizations that such events are not held on major religious or cultural holidays.



## PORTLAND PUBLIC SCHOOLS

501 North Dixon Street / Portland, OR 97227  
Telephone: (503) 916-2000  
Mailing Address: P. O. Box 3107 / 97208-3107

### STAFF REPORT

**Date:** November 30, 2023  
**To:** School Board  
**From:** Mary Kane, Senior Legal Counsel  
**Subject:** Religious and Cultural Observances

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#### **BACKGROUND**

The District has long wrestled with the need to provide space to allow students and staff to exercise their religious and cultural beliefs while balancing its constitutional duty to preserve schools from religious entanglement. In the last few years, the District has developed a school calendar that includes significant dates for building staff to be aware of when scheduling important school events such as parent teacher conferences. The School Board's policy committee continued this exploration through the development of a policy to provide clearer guidance to school staff on expectations for accommodations for students. The policy committee discussed this policy on September 18, 2023, October 11, 2023, and finally on November 30, 2023 where they determined to send it to the full Board for consideration.

#### **RELATED POLICIES/BEST PRACTICES**

It is best practice to develop policies that are inclusive and welcoming to students and families.

#### **FISCAL IMPACT**

There is no fiscal impact.

#### **COMMUNITY ENGAGEMENT (IF APPLICABLE)**

Students and families have provided input in various ways, including through public comment at Board meetings and in the Board's policy committee meetings.

## **TIMELINE FOR IMPLEMENTATION / EVALUATION**

The policy can go into effect immediately with communications to building administrators and staff.

## **BOARD OPTIONS WITH ANALYSIS**

The Board can adopt this religious and Cultural Observances Policy which codifies expectations for school staff to allow for student accommodations to enable observance of religious and cultural practices or not adopt this policy and allow for the continued informal practice of notice provided to buildings through use of the District calendar.

### I. Policy Purpose

The purpose of this policy is to provide equal access to educational options for all resident students through an open, fair and accessible process and to promote equity and diversity in student transfers and admissions through alignment with the Educational Options Policy (6.10.022-P). The policy furthers the Student Achievement Policy (6.10.010-P), the district's Racial Educational Equity Policy (2.10.010-P), and other district policies and state and federal requirements.

### II. General Policy Statement

All Portland Public School students have the right to attend their neighborhood school, except in extraordinary circumstances as described in Section IV. All Portland Public School students have the right to request a transfer to attend any grade- appropriate school or program in the district. The Board is committed to families and students having equitable access to a broad portfolio of educational options. The district has the responsibility, through its centralized coordination of information, outreach, and support services, to provide families and students with information and advice that will enable families and students to make informed decisions about their choice of educational options.

### III. Definitions

#### (1) School and student terms

- (a) Neighborhood school. A school serving a designated attendance area and as defined in 6.10.022-P .
- (b) Focus option. A separate school or program structured around a unique curriculum or particular theme and as defined in 6.10.022-P.
- (c) Transfer school. The school to which a student has transferred.
- (d) Transfer student. A district student attending a school other than his/her neighborhood school.
- (e) Resident student. A student who is a resident of the Portland Public School district.
- (f) Nonresident. A student from another district attending a PPS district school on inter-district transfer.

(g) Sibling. Children with the same parent or supervising adult living together at the same address.

(2) Admission and transfer terms

(a) Transfer: A formal request by a district family for a student to attend a school other than their neighborhood school or to return to their neighborhood school. There are two types of transfers:

(A) Lottery transfers: a request to transfer to a focus option. Lottery transfers are based on space availability and preferences.

(B) Petition transfers: a request to transfer to a different neighborhood school, ~~or to a focus option after the lottery transfer process has closed.~~

(b) Enrollment: The process for accounting for students in schools.

(c) Feeder pattern: A designated path for students to advance from one school grade grouping to another.

#### IV. Policy Scope

This policy does not apply to nonresident students, alternative education placements, pre-kindergarten admissions, or charter school admissions. In order to meet the educational needs of students with disabilities, those students may be assigned to specialized program services outside of their neighborhood school. The district also shall be in compliance with all federal and state laws and regulations regarding student enrollment and transfers.

#### V. Admission

(1) By area of residence. Students have a right to attend the neighborhood school where they reside with their parent or supervising adult, except as provided in Section IV. This right extends to students returning to their neighborhood school with a petition transfer request and to families with students new to the district.

(2) By transfer. All students have the right to request a transfer to a school or program other than their own assigned neighborhood school.

- (a) Transfers to a different neighborhood school: requests to transfer to a different neighborhood school will be considered through the petition process. Petitions will be considered on an individual basis based on a standard set of criteria, taking into consideration available space at the requested school.
  - (b) Transfers to a focus option: requests to transfer to a focus option shall be considered through a lottery process and an **open enrollment petition** process after the lottery transfer process has closed. A transfer request to a focus option is granted based on an on-time transfer request, space availability, admission criteria if any and preferences.
- (3) Admission criteria for focus option schools or programs
- (a) Admission criteria to any District school or program shall be the same for neighborhood and transfer students.
  - (b) Admission criteria shall be clear, objective and directly related to the educational goals of the focus option and the district. A school or program may require the family and student to indicate an understanding of program expectations prior to enrollment.
  - (c) Middle and high school focus options may have admission criteria as specified in the operations plan required in 6.10.022-P.
  - (d) Elementary focus options shall have no admission criteria except for language criteria for dual language immersion and late entry for language immersion options.

## VI. Enrollment

- (1) Students are expected and encouraged to remain in the same program or school in which they are enrolled for the school year, except in cases of extraordinary circumstances. Schools shall collaborate with families, students and staff to meet the needs of students for that school year.
- (2) Students enrolled in a transfer school do not have to reapply until completion of all grades in that school.
- (3) Upon completion of a school grade grouping, students are enrolled in their neighborhood feeder pattern school, except as

provided in (4) and (5) below. Students who want to attend a school other than their neighborhood school shall follow the admission procedures in Section V.

- (4) Students admitted to a focus option that continues from one school grade grouping to another do not need to reapply for admission during these transitions except as provided in the focus option plan of operations.
- (5) Students enrolled in a curriculum that includes different school grade groupings may enroll in the school with the higher grade grouping after completion of the previous grade grouping.

## VII. Preferences

- (1) For focus option schools and programs, if lottery transfer requests exceed available spaces and the student meets admission criteria, if any, the following preferences determine priority placement in the following order:
  - (a) Students continuing from their previous school grade grouping if required by the focus option plan of operations.
  - (b) Students required by state or federal law or other district policy to receive priority.
  - (c) A student whose sibling is enrolled at the same time in the student's first choice elementary, middle school or high school or program that includes other school grade groupings.
  - (d) Students who qualify to receive free and reduced-price meals, or qualify for enrollment in a Head Start Program, in a proportion corresponding to a district-wide average. The preference will occur at schools where the rate of enrolled students who qualify for free and reduced-price meals is lower than the district-wide average.
  - (e) Resident students who have submitted an on-time lottery transfer request.
- (2) If, after the lottery, staff identifies that there were applicants eligible for free and reduced meals, up to the district average, not approved due to the number of sibling applicants, the Board will review the order of preferences.

- (3) A focus option may make special provision in its Board-approved plan of operations for admitting students from particular attendance areas.

#### VIII. Student Transfer Process

- (1) Student transfer decisions shall be facilitated by the administrator assigned to coordinate student transfers.
- (2) The superintendent shall establish protocols and procedures, including deadlines and an appeals process, for lottery and petition transfers and for inter district transfers.
- (3) The superintendent shall establish a process for determining if space is available in a particular school or program.
- (4) For focus options, the superintendent shall establish a process for admitting students by a centrally administered lottery for students who submit an on-time lottery transfer request and meet admission criteria, if any, and there are more applicants than available space.
- (5) For transfers to a different neighborhood school, ~~or for transfers to a focus option after the lottery has closed,~~ the petition transfer process will provide review of applications on an individualized basis. The superintendent shall establish clear, flexible, culturally relevant protocols and standards to the petition transfer process. In addition, the superintendent shall establish a process to collect and monitor data from petition transfer requests to ensure equitable processes and decision-making and to identify areas of improvement in neighborhood schools.
- (6) To support overall district goals and equal educational opportunities for all students, the transfer process also shall include factors as needed to promote equity and diversity in student admissions. The factors shall be based on the district's Racial Educational Equity Policy (2.10.010-P) and the Student Achievement Policy (6.10.010-P). The factors and process for how they shall be weighted in the lottery process shall be approved by the Board.
- (7) The wait list established for a focus option school or program shall be randomly determined by the lottery, incorporating preferences and weighting as provided in this policy.

IX. Non-Discrimination

(1) All schools and programs offered by the district shall be open to all students without discrimination based on any factors provided for by state and federal laws and regulations and as provided in 1.80.020-P.

(2)

Legal References:

History: Approved 5/12/03; Amended 1/24/2005; 1/2015, Amd. 11/23



## MEMO

**Date:** November 17, 2023

**To:** School Board Policy Committee

**From:** Don Wolff, Chief Technology Officer  
Judy Brennan, Director, Enrollment and Transfer

**Subject:** Requested Revisions to Policy 4.10.051-P

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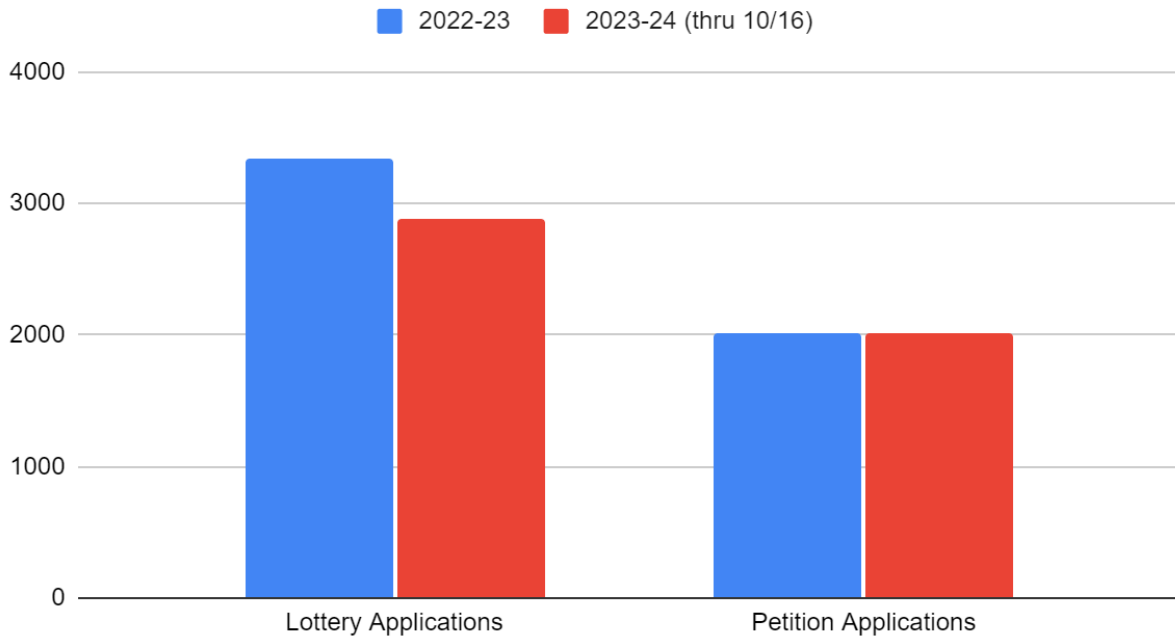
This memo outlines minor policy language changes to the Student Enrollment and Transfers policy, 4.10.051-P. The changes are designed to leverage new technical ability due to a change in software vendors and enable several transfer system improvements aligned with recommendations submitted to the PPS Audit Committee in April 2023. In order to impact the 2024-25 middle and high school transfer process, Board approval is needed by mid-January 2024. The proposed minor adjustments do not limit the Board's ability to propose additional, substantive policy changes for implementation in a later school year.

### **BACKGROUND**

School choice has existed in PPS for more than a century. Approximately 30% of PPS students attend schools other than their assigned neighborhood schools, many enrolled in specialized programs such as Benson Polytechnic High School, DaVinci Arts Middle School or Dual Language Immersion (DLI), which is offered at 27 schools and in five languages. Most students enter such schools and programs through an annual lottery, and PPS uses software to determine the results using factors described in Student Enrollment and Transfers policy.

The district also allows hardship transfers when there is evidence of an extraordinary situation that poses imminent health, safety or serious educational concerns for the student. The chart below shows the volume of hardship petitions and lottery applications received for the past two school years. While lottery requests are lower, hardship petition requests have returned to pre-pandemic levels.

## 2022-23 and 2023-24 Transfer Requests



General transfer procedures are described in policy, 4.10.051-P, while more detailed transfer steps are explained in the Student Transfer Administrative Directive, 4.10.054-AD. The Board Policy Committee has discussed the policy in recent years, but major changes have not been made since 2014, when neighborhood-based schools and programs were moved out of the annual lottery and into a petition-only process, and an income eligibility preference for low-income students was added to most lottery-based schools and programs.

The hardship petition process was the subject of a 2022 internal audit that resulted in five recommendations, including strengthening the “internal control structure to ensure Hardship Petition Transfer requests are approved or denied in alignment with the school district’s policy and administrative directive.” The internal auditor noted that some hardship petition transfers had been approved because space remained in the requested focus option or dual language immersion program, which was not the same as evidence of a hardship.

### **PROPOSED POLICY CHANGES AND RATIONALE**

In July 2023, PPS shifted to a new Synergy transfer software which will allow parents easier access to transfer applications and streamline enrollment changes due to lottery and petition decisions. Testing of new lottery functionality revealed an unexpected opportunity to shift all applications for lottery-based schools and programs to a single application structure, preserving the hardship petition exclusively for transfer to neighborhood-based schools and programs. The change will help fulfill the internal audit implementation plan, ensure consistency in implementation of Board-approved factors such as income eligibility and regional preferences for Benson HS, while also streamlining waitlist management and improving transparency.

After the lottery application period closes, the “open enrollment” application will use the exact same priorities and set-up as the lottery application, with the addition of one field for families to describe any special circumstances that may have prevented them from applying during the lottery cycle or indicate an exceptional need for placement at the requested school. Special circumstances will be reviewed by ETC staff, and input may be gathered from school

administrators to determine whether the student qualifies for the additional priority. The special circumstances priority falls below Board-approved preferences (co-enrolled sibling, income eligibility and regional preference), but can result in a student having a higher placement on a waiting list than applicants without the priority. Lottery and open enrollment applications will be viewable by school staff on a single waitlist, with priority eligibility clearly displayed for improved transparency.

The proposed changes will shift approximately 700 lottery-based school and program applications from the hardship petition into the lottery/open enrollment application. The technical set-up is underway, but policy language needs to be aligned, as well. There are three lines in 4.10.051-P, that link applications to focus options with the petition transfer. If those lines can be revised by mid-January 2024, the new technical system can be used for all 2024-25 transfer results.

There may be other areas of the Student Enrollment and Transfers policy that could be improved, as well. However, due to upcoming transfer cycle, we request that additional modifications be considered at a later date.

### **FISCAL IMPACT**

There is no identified fiscal impact associated with this change. The number of transfers into lottery-based schools is not expected to change because of the new policy language and process. The expected impact is improved efficiency and transparency, particularly for school-based staff and families.

### **COMMUNITY ENGAGEMENT**

The software and workflow changes have been vetted with lottery-based school administrators and counselors. They provided positive feedback about the potential improvements.

### **NEXT STEPS**

2024-25 middle and high school transfer applications are open through December 22, 2023.

The proposed policy language changes are needed by mid-January, in order to use new software functionality to process all transfers into lottery-based schools and programs.

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### **ATTACHMENTS**

- A. [Student Enrollment and Transfers Policy](#)
- B. [Student Enrollment and Transfers Policy - redlined](#)
- C. [List of Lottery-Based Schools and Programs](#)

## **RESOLUTION No. 6807**

### Licensed Administrator and Non-Represented Schedules Adjustment

#### **RECITALS**

- A. Licensed Administrators (Principals, Assistant and Vice Principals, and Program Administrators) and non-represented employees play a vital role in the day-to-day operations of Portland Public Schools, including the management of programs and schools and the provision of professional and administrative work that support classrooms and student learning.
- B. Compensation and benefits are crucial to recruiting and retaining highly qualified and experienced licensed administrators and non-represented employees at PPS.
- C. Current labor market conditions and contract negotiations with represented bargaining units have created compression in compensation and benefits compared with unrepresented staff.
- D. PPS believes that investing in a diverse, high-quality, thriving workforce is critical to achieving our strategic goals and providing high-quality education to students.

#### **RESOLUTION**

The School Board authorizes:

- A. The Superintendent to adjust the Licensed (Certified) Administrator's salary schedule in an amount not exceeding 3.25% for fiscal year 2024.
- B. The Superintendent to adjust the Confidential, Professional, and Management (non-represented directors and below) salary schedules in an amount not to exceed 1% for fiscal year 2024.
- C. These adjustments are specific to the salary schedules identified and do not apply to Senior Leadership schedules (senior directors and above).

**RESOLUTION No. 6808**

The Following Index to the Minutes are offered for Adoption

- November 28, 2023 – Special Meeting



## Index to the Minutes

*(Draft for Approval)*

### Special Meeting

November 28, 2023

*This document is a record of the actions taken by the Board of Education. In accordance with ORS 192.650, the District's official School Board Meeting Minutes are maintained via video recording and may be viewed at <https://youtu.be/GyRSVJekvxA?si=Bh4z8XHhxhxEzJ3x>*

*This meeting was held at the Dr. Matthew Prophet Education Center (Prophet Center) located at 501 N Dixon St. Portland, OR 97217 and streamed live at: <https://www.youtube.com/@ppsboardofeducation/live>*

#### Board Member Attendance

Present: Chair Gary Hollands; Vice-Chair Herman Greene; Directors Julia Brim-Edwards, Michelle DePass, Andrew Scott, Patte Sullivan, and Eddie Wang; Student Representative Frankie Silverstein

Absent: None

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Agenda .....	02
Public Comment .....	02
Actions Taken .....	03

### RESOLUTIONS

<u>No.</u>	<u>Resolution Title</u>	<u>Page</u>
6796	Adoption of the Index to the Minutes .....	04
6797	Expenditure Contracts .....	05
6798	Revenue Contracts .....	07
6799	2023–2026 Agreement between Portland Association of Teachers and School District No. 1J, Multnomah County, Oregon .....	08

## **Agenda**

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<i>Time Started</i>	<i>Agenda Title</i>
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6:05 pm	Consent Agenda
6:07 pm	First Reading of Policy Rescissions
6:08 pm	Update on the Center for Black Student Excellence
6:26 pm	2023–2026 Agreement between Portland Association of Teachers and School District No. 1J, Multnomah County, Oregon
7:47 pm	Adjourn

## **Student and Public Comment**

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### Public Comments on the 2023–2026 Agreement between Portland Association of Teachers and School District No. 1J, Multnomah County, Oregon

- Jorge Sanchez Bautista – Dates to make up days missed due to strike
- Sara Purdy – Dates to make up days missed due to strike

## **Actions Taken**

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- **Consent Agenda – Resolutions 6796 through 6798**

Director Brim-Edwards moved and Director DePass seconded the motion to approve the Consent Agenda, including Resolutions Number 6796 through 6798. The motion was put to a voice vote and passed (6 yes – 0 no).

Director Julia Brim-Edwards: Yes, Director Michelle DePass: Yes, Director Herman Greene: Absent, Director Gary Hollands: Yes, Director Andrew Scott: Yes, Director Patte Sullivan: Yes, Director Eddie Wang: Yes, Student Representative Silverstein: Yes (Unofficial)

- **Resolution 6799 - 2023–2026 Agreement between Portland Association of Teachers and School District No. 1J, Multnomah County, Oregon**

Director Brim-Edwards moved and Director DePass seconded the motion to approve Resolution 6799. The motion was put to a voice vote and passed (7 yes – 0 no).

Director Julia Brim-Edwards: Yes, Director Michelle DePass: Yes, Director Herman Greene: Yes, Director Gary Hollands: Yes, Director Andrew Scott: Yes, Director Patte Sullivan: Yes, Director Eddie Wang: Yes

**RESOLUTION No. 6796**

The Following Index to the Minutes are offered for Adoption

- 11/07/2023 – Regular Meeting

**RESOLUTION No. 6797**

Expenditure Contracts that Exceed \$150,000 for Delegation of Authority

**RECITAL**

Portland Public Schools (“District”) Public Contracting Rules PPS-45-0200 (“Authority to Approve District Contracts; Delegation of Authority to Superintendent”) requires the Board of Education (“Board”) enter into contracts and approve payment for products, materials, supplies, capital outlay, equipment, and services whenever the total amount exceeds \$150,000 per contract, excepting settlement or real property agreements. Contracts meeting this criterion are listed below.

**RESOLUTION**

The Superintendent recommends that the Board approve these contracts. The Board accepts this recommendation and by this resolution authorizes the Deputy Clerk to enter into the following agreements.

**NEW CONTRACTS**

<b>Contractor</b>	<b>Contract Term</b>	<b>Contract Type</b>	<b>Description of Services</b>	<b>Contract Amount</b>	<b>Responsible Admin, Funding Source</b>	<b>Certified Business</b>
Arcadis Architects, Inc.	11/29/23 through 11/28/25	Architecture ARCH 94376	Seismic upgrade design for Marysville School. Request for Proposals 2023-036	\$1,184,387	D. Jung Fund 458 Dept. 5511 Project DS020	No
Elevate Building Commissioning, LLC	11/29/23 through 11/28/24 Option to renew through 11/28/28	Related Services RS 94369	Commissioning services for the modernization of Jefferson High School. Request for Proposals 2023-021	\$645,160	D. Jung  Fund 458 Dept. 5511 Project DA011	ESB
The Leadership Academy	11/29/23 through 6/30/24	Personal Services PS 94377	One on one coaching for Office of School Performance team. Direct Negotiation – Ongoing, Long-Term Relationship PPS-46-0525(3)	\$181,000	C. Proctor Fund 299 Dept. 5449 Grant S0455	N/A - Nonprofit
Portland Basketball Officials Association	11/29/23 through 3/1/24	Personal Services PS 94394	Basketball officials for the 23-24 basketball season. Direct Negotiation – Unique Knowledge and/or Expertise PPS-46-0525(4)	\$176,699	C. Proctor Fund 101 Dept. 5423	No
Turner & Townsend, Inc.	11/29/23 through 12/31/29	Related Services RS 94244	Project Management/Construction Management services for the Tubman Middle School relocation project. Request for Proposals 2022-029	\$4,483,691	D. Jung Fund 437 Dept. 5597 Project Q0001	No
Oracle America, Inc.	11/29/23	Purchase Order PO 166465	Annual support of Peoplesoft. Special Class Procurement – Software/Hardware Maintenance/Upgrades PPS-47-0288(11)	\$609,431	D. Wolff Fund 101 Dept. 5582	No

\*A Certified Business is a for-profit business certified as a Minority-Owned Businesses (MBE), Women-Owned Businesses (WBE), Emerging Small Businesses (ESB), and/or Service-Disabled Veteran Businesses (SDV) by the State of Oregon Certification Office for Business Inclusion and Diversity.

**NEW COOPERATIVE PURCHASING AGREEMENTS**

<b>Contractor</b>	<b>Contract Term, Renewal Options</b>	<b>Administering Contracting Agency</b>	<b>Description of Goods or Services</b>	<b>Estimated Spend During Contract Term</b>	<b>Responsible Administrator, Funding Source</b>	<b>Certified Business</b>
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BH Photo	11/29/23 through 4/1/24	Cooperative Contract COA 94398 OMNIA Partners – Region 4 Education Service Center	Provides photo, video, and pro audio supplies on an as-needed basis via PPS Private Marketplace ecommerce site.	\$250,000	M. Leigh Funding Source Varies	No
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### NEW INTERGOVERNMENTAL AGREEMENTS (“IGAs”)

Contractor	Contract Term	Contract Type	Description of Services	Contract Amount	Responsible Administrator, Funding Source
Gresham-Barlow School District	7/1/23 through 6/30/24	Intergovernmental Agreement IGA 94323	Regional services for Autism Spectrum Disorder.	\$310,200	C. Proctor Fund 205 Dept. 5430 Grant G2308
David Douglas School District	7/1/23 through 6/30/24	Intergovernmental Agreement IGA 94362	Regional services for Autism Spectrum Disorder.	\$211,200	C. Proctor Fund 205 Dept. 5430 Grant G2308
Oregon Teachers Standards and Practices Commission (TSPC)	9/13/23 through 8/31/24	Intergovernmental Agreement IGA 94300	Administering Aspiring Leadership Program and Future Principals’ Program in conjunction with District.	\$171,801	C. Proctor Fund 299 Dept. 5449 Grant S0455

### AMENDMENTS TO EXISTING CONTRACTS

Contractor	Amendment Term	Contract Type	Description of Services	Amendment Amount, Contract Amount	Responsible Admin, Funding Source	Certified Business
Grainger	11/29/23 through 6/30/24	Cooperative Contract COA 83261 Amendment 3	Purchase of facilities, maintenance, operations, repair, and industrial supplies.	\$350,000 \$450,000	D. Jung Funding Source Varies	No
NW Bus Tours, LLC	11/29/23 through 8/21/24	Services S 68356 Amendment 2	Provide Special Activity Pupil Bus (SPAB) coach transportation service to District students for athletic and field activity trips on an as-needed basis.  This amendment adds funds to the contract.  ODE – OAR 581-053	\$100,000 \$350,000	D. Jung  Fund 101 Dept. 5560	No

New encumbered contracts: \$7,973,569

On-call, potential spend contracts: \$250,000

Amendments: \$450,000

**RESOLUTION No. 6798**

Revenue Contracts that Exceed \$150,000 Limit for Delegation of Authority

**RECITAL**

Portland Public Schools (“District”) Public Contracting Rules PPS-45-0200 (“Authority to Approve District Contracts; Delegation of Authority to Superintendent”) requires the Board of Education (“Board”) to enter into and approve all contracts, except as otherwise expressly authorized. Contracts exceeding \$150,000 per contractor are listed below.

**RESOLUTION**

The Superintendent recommends that the Board approve these contracts. The Board accepts this recommendation and by this resolution authorizes the Deputy Clerk to enter into the following agreements.

**NEW REVENUE CONTRACTS**

No New Revenue Contracts

**NEW INTERGOVERNMENTAL AGREEMENTS / REVENUE (“IGA/Rs”)**

<b>Contractor</b>	<b>Contract Term</b>	<b>Contract Type</b>	<b>Description of Services</b>	<b>Contract Amount</b>	<b>Responsible Administrator, Funding Source</b>
State of Oregon	6/15/23 through 9/30/24	Intergovernmental Agreement / Revenue IGA/R 94407	Bilingual Educator Pathway grant from Oregon Dept of Education.	\$250,000	C. Proctor Fund 205 Dept. 5470 Grant TBD

**AMENDMENTS TO EXISTING REVENUE CONTRACTS**

<b>Contractor</b>	<b>Contract Term</b>	<b>Contract Type</b>	<b>Description of Services</b>	<b>Contract Amount</b>	<b>Responsible Administrator, Funding Source</b>
State of Oregon	7/1/23 through 6/30/25	Intergovernmental Agreement / Revenue IGA/R 93701 Amendment 1	Funding for Preschool Promise for the 2023-24 and 2024-25 school years. This amendment adds additional funding.	\$624,600 \$4,446,600	C. Proctor Fund 205 Dept. 5453 Grant G2294

## **RESOLUTION No. 6799**

### 2023–2026 Agreement between Portland Association of Teachers and School District No. 1J, Multnomah County, Oregon

#### **RECITALS**

- A. The 2022-2023 Collective Bargaining Agreement between School District No. 1J, Multnomah County, Oregon (Portland Public Schools) and the Portland Association of Teachers (PAT) expired on June 30, 2023. The parties negotiated throughout the calendar year 2023, including mediating over three months with a state-appointed mediator as provided by Oregon law, without reaching an agreement on a new contract.
- B. On November 1, 2023, PAT initiated a strike.
- C. On November 26, 2023, Portland Public Schools and PAT reached a tentative agreement on a new collective bargaining agreement, and the strike ended.

#### **RESOLUTION**

- 1. The Portland Public Schools Board of Education (Board) adopts and approves the 2023–2026 Collective Bargaining Agreement (PAT CBA) between the Portland Public Schools and PAT, attached hereto as Exhibit A, including approving payments made pursuant to the PAT CBA. The Superintendent or designee is authorized to make technical corrections to the Agreement in order to correct typographical and spelling errors, make formatting changes, or renumber provisions, so long as the intended meaning of the Agreement is not thereby altered.
- 2. The Board ratifies the Strike Settlement Agreement between Portland Public Schools and PAT attached in Exhibit A.
- 3. To implement the terms of the Strike Settlement Agreement, the Board amends Resolution 6634 and the previously adopted 2023-24 school year calendar as reflected on Exhibit B.

## Exhibit A

### PORTLAND ASSOCIATION OF TEACHERS AND PORTLAND PUBLIC SCHOOLS STRIKE SETTLEMENT AGREEMENT

#### Background

1. The Association and the District are parties to an expired collective bargaining agreement. On October 16, 2023, the parties agreed to hold all grievance timelines in abeyance pending the settlement of the new collective bargaining agreement.
2. The Association commenced a strike of its regular educator bargaining unit at 6:00 a.m. on Wednesday, November 1, 2023.
3. Subsequently the parties reached a tentative agreement on their successor collective bargaining agreement, a copy of which is attached as Exhibit A.
4. The Association has agreed to terminate the strike upon a signed tentative agreement by both parties.
5. The tentative agreement is subject to ratification by each party. The Association will hold its ratification vote on November 28, 2023, with results to be announced by 5 PM on that day. The District agrees to schedule its ratification vote as soon as practicable, but no later than 7 PM on November 28, 2023. The parties agree that their bargaining committees will advocate for ratification.

#### Agreement

1. Following the termination of the strike provided in paragraph 4 above, Association employees will return to work on November 27th, 2023 at their ordinary start times for all-staff re-entry meeting and at least ninety minutes ~~two~~ hours of planning. Student instruction will resume with a two-hour late opening on November 28th, 2023.
2. All bargaining unit employees who participated in the strike shall be permitted to return to work to the same assignments they held immediately prior to the strike, including extended responsibility assignments, without loss of seniority.
3. The 2023-2024 work year and work day will be modified as described below:
  - a. November 27th 2023 as described above. ~~will be a two-hour late opening for students and staff will arrive on time for an all-staff team re-entry gathering and AM planning day. Students will return for instruction for lunch and a PM instructional day on November 27<sup>th</sup>, 2023.~~
  - b. **November 28, 2023 staff meeting will be changed to educator-directed time.**
    1. **The new deadline for entering quarter 1 grades is the end of the day on MondayFriday, December 41, 2023.**
  - c. December 22, 2023 will be the new due date for Probationary 2 professional educators evaluations.
  - d. February 19, 2024 will be converted from a non-work holiday to an instructional day.

- e. January 26, 2024 teacher planning day will be rescheduled to January 29, 2024 and will be converted to a student instructional day and January 29, 2024 will be converted from an optional PD day to the rescheduled teacher planning day.
- f. April 8, 2024 will be converted from optional PD days to an instructional day.
- g. May 30, 2024, for high schools, is adjusted to be a full day for Seniors.
- h. June 12, 13, and 14, 2024 will be converted from inclement weather make-up days to instructional days.
- i. The following additional days will be converted to student instructional days: December 18th, 19th, 20<sup>th</sup>, 21st, and 22nd, 2023.
- j. Day and night conferences previously scheduled for November 20 and 21 will be rescheduled to evening conferences (January 11, 12, 2024), 5-8pm, and two additional evenings with the other two evening dates jointly agreed upon by the building admin and building reps. The evening hours will be no more than 3 hours per evening and will be defined by the building. ~~December. In conjunction with the administrator, school sites can choose alternate evening dates in December for conferences (reducing total conference time from approximately 18 hours to 12 hours).~~
- k. Student supports arising out of the impact of the work stoppage, including, but not limited to, IEP meetings and timely completion of IEPs, preparing grades, adjusting lesson plans, supporting credit completion, working with small groups of students, providing feedback to students, will be credited toward the balance of missed work hours during the work stoppage. IEPs not yet completed will be due by Friday, January 12, 2024 ~~December 22, 2023.~~
- l. The District agrees to pay for the Veteran's Day holiday as ~~the 193<sup>rd</sup> day of pay~~ for the 2023-2024 contract year.
- m. ~~No a~~ Additional inclement weather make-up days will be discussed no later than April 30, 2024, if necessary ~~scheduled and the work year shall not be extended beyond June 17th, 2024, with June 17<sup>th</sup> acting as the end of year planning day.~~
- n. Bargaining unit members who participated in the strike will receive their full pay for November 2023 and the remainder of the 2023-2024 contract year (subject to individual leaves and corresponding compensation adjustments), including contractual increases from the date of ratification forward, less pay already earned, spread equally over all remaining pay periods in the 2023-2024 school year, and retroactive pay increases owed from July 1, 2023 to the date of ratification of the successor CBA which will be paid as a separate payroll item. Bargaining unit members who did not participate in the strike will be paid at their per diem rate of pay for all days worked beyond the number of contract days required by the CBA. Bargaining unit members who did not participate in the strike ~~They~~ shall not earn more than their salary for work performed during the period between November 1, 2023 and November 27, 2023.

4. The District will report to PERS that any bargaining unit member who has at least 600 hours of service in the 2023 calendar year and has been paid 50 hours or more who ~~worked one or more days~~ in November 2023 therefore has performed service for a "major fraction" of November 2023 pursuant to OAR 459-010-0014(3)(a).—
5. All bargaining unit employees will receive all fringe benefits provided by the collective bargaining agreement as if the bargaining unit members worked continuously and no strike had occurred, including benefits for December 2023. This includes but is not limited to health insurance benefits (medical, dental, vision, drug), long-term disability insurance, and life insurance. At all times the District will comply with applicable law in the administration of its benefit plans. To the extent that PAT, OEA or any striking bargaining unit employee has already submitted payment to the Health and Welfare Trust for COBRA coverage for December 2023, the District will coordinate with the Trust to ensure that any COBRA payments are refunded to the payor and all appropriate District contribution payments are made for December 2023 coverage. Employees' premium contributions for December 2023 coverage will be deducted from their November 30, 2023 paychecks in the ordinary course.
6. Neither the District nor the Association shall engage in or initiate any reprisals, retaliation, disciplinary actions, grievances, unfair labor practice complaints, or any other adverse actions against any employee, agent, or representative of the Association or the District, or against any parent, student, or other person because of the Association's strike, or because of any action or non-action during or arising from the bargaining and the strike, including all activities related to the buildup towards the strike as well as the actual strike. This paragraph does not prohibit the District from pursuing or responding to investigations of alleged criminal activity.
7. References to employee actions or non-actions related to the Association's strike buildup and strike activities shall be placed in a separate, confidential file, not subject to internal review and released only as required by law, not be made or maintained in any personnel files, building files, legal files, Human Resources files of the employee and, if discovered, shall be removed and shall not be the basis for any type of employment action regarding the employee.
- 8.— Within seven (7) calendar days of final execution of this agreement, the Association will withdraw with prejudice its unfair labor practice complaints (ERB Case No. 053-23, ERB Case No. 061-23) and any information requests associated with those unfair labor practice complaints and the District will withdraw with prejudice its unfair labor practice complaint (ERB Case No. 057-23), with each side bearing its own fees and costs, and without award of representation costs or attorneys' fees, in all cases.
- 9.8. 10. The District will reimburse all bargaining unit employees for costs incurred associated with professional development classes, courses, conferences and the like that bargaining unit employees participated in during the strike, which would have been reimbursable under the terms of the CBA but for the fact that the bargaining unit employee participated in the strike.

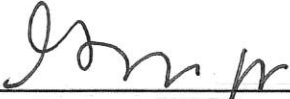
~~10.9. 12. The parties agree to withdraw all outstanding information requests and grievances at any stage, including those pending, or in arbitration, including, but not limited to, those related to bargaining the successor agreement to the collective bargaining agreement that expired on June 30, 2023, and related mediation, strike preparation, strike, and picketing (collectively, "CBA Negotiations & Strike") immediately upon ratification of the collective bargaining agreement. The parties agree to not file any other grievances or unfair labor practices related to the CBA Negotiations & Strike.~~

- a. ~~In exchange for the withdrawal of grievances, including, but not limited to, those related to CBA Negotiations & Strike, PPS will pay a total of \$75,000 to the Association to distribute to grievances in the Association's discretion.~~ The parties agree to meet within thirty (30) calendar days of final execution of this agreement for a grievance summit to attempt to resolve pending grievances, including but not limited to those that have been advanced to arbitration.

~~13.14. Grievance timelines that have been held in abeyance since October 16, 2023 will resume following the conclusion of the grievance summit on December 4, 2023.~~

For Portland Public Schools:

For Portland Association of  
Teachers:

  
\_\_\_\_\_  
Signature

11/26/23  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Signature

11/26/23  
\_\_\_\_\_  
Date

## ARTICLE 1: STATUS AND EFFECT OF AGREEMENT

### 1.1 Recognition of Exclusive Representative

- 1.1.1 The District recognizes the Association as the sole and exclusive collective bargaining representative for all regular and temporary professionally and/or academically licensed employees of the District including, licensed teaching personnel employed in the District in a position for which a teaching license is required by state or regulation, School Psychologists, Social Workers, Child Development Specialists, Student Services Specialists and Audiologists. Such recognition also includes those assignments specified in Appendix B of this Agreement.
- 1.1.2 Such recognition excludes supervisory, confidential, ~~educational support professionals (ESP)~~ and substitute employees and positions appropriately included in another bargaining unit.
- 1.1.3 The Association shall have the exclusive right for members of the bargaining unit to have payroll deductions of organization dues and fees. That right shall not be granted to any competing employee organization.

### 1.2 Definitions

For this contract, the following definitions apply unless otherwise indicated:

- 1.2.1 District: School District Number 1, Multnomah County Oregon (Portland Public Schools).
- 1.2.2 Association: Portland Association of Teachers (PAT).
- 1.2.3 Agreement: The collective bargaining agreement between the District and the Association covering bargaining unit members other than substitutes.
- 1.2.4 Day or Workday: Unless specifically defined as calendar days, all days in this agreement mean contract days for the bargaining unit included in the 192-day calendar; excluding holidays, weekends, and other non-contract days including winter, spring and summer breaks.
- 1.2.5 Professional Educator or Educator: All professional educators represented by the Association in the bargaining unit as defined in Section 1.1.
- 1.2.6 Supervisory Employees: District Administrators including the Superintendent and the Central Office Administrative Staff, Principals, Assistant Principals, and persons ordinarily engaged at least 50% of the time in administration, supervision or evaluation of teaching personnel.
- 1.2.7 Probationary Educator: A professional educator who has not completed the probationary period. A professional educator is probationary for ~~his/her~~ **their** first three (3) years of employment with the District.
- 1.2.8 Contract Educator: A professional educator who has completed three consecutive years of employment with the District in a bargaining unit represented position and has been retained for a fourth.
- 1.2.9 Professionally or Academically Licensed: All professional educators required, as a condition of employment, to possess an academic certificate, license, degree, or the equivalent, issued by TSPC, the State of Oregon, an institution of higher education, or a professional society, or anyone who performs the functions reserved (under OAR 584-036-0011) for professional educators who hold a professional or academic license.

1.2.10 Substitute: Anyone employed to take the place of a regular educator who is temporarily absent. A substitute may not replace any individual educator for more than ~~sixty (60)~~ **forty-five (45) consecutive student contact days** ~~workdays~~ in the same school year. **Approved leave days and non-student contact work days do not break consecutive days.**

1.2.11 Temporary, as referenced in this agreement: Anyone employed to:

1.2.11.1 replace a professional educator on a leave of absence. Such position designation shall not extend beyond two (2) school years;

1.2.11.2 fill a vacancy of more than ~~sixty (60)~~ **forty-five (45) consecutive work student contact** days which occurs ~~twenty-one (21) or more days~~ after the opening of school. (For purposes of this section "opening of school" shall mean the first student day. "Fill a vacancy" shall mean that the temporary educator has initiated employment after the first student day of school.); or

1.2.11.3 fill a position which has been designated as temporary or experimental. Such position designation shall not extend beyond two (2) school years.

1.2.12 ~~The District had taken the position that temporary professional educators were not a type of probationary professional educators. The District will no longer take that position. Temporary professional educators are probationary professional educators.~~

1.3 This Agreement shall modify, replace or add to any policies, rules, regulations, procedures or practices of the District which shall be contrary to or inconsistent with its terms. The provisions of this Agreement shall be incorporated into and become part of the established policies, rules, regulations, practices and procedures of the District. Existing policies, rules, regulations, practices and procedures which are consistent with this Agreement are not modified.

1.4 There shall be two (2) signed copies of the final Agreement for the purpose of records. One shall be retained by the District and one by the Association. Within one month of the ratification of the Agreement by both parties, the District agrees to print ~~one thousand (1,000)~~ **five hundred (500)** copies of this Agreement, **and additional copies as needed**, and agrees to deliver those copies to the Association for distribution, and to post a copy of the Agreement on the District's website. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the right and opportunity to make demands and proposals with respect to any subject appropriate for bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. The parties mutually agree that the terms and conditions set forth in this Agreement incorporate the entire understanding and agreements of the parties on all matters which were subject to negotiations. The District and the Association agree that, during the term of this Agreement, the other shall not be obligated to negotiate or bargain collectively with respect to any such matter covered by this Agreement. This Agreement may be altered, changed, added to, deleted from or modified only through the voluntary, mutual written consent of both of the parties in amendment thereto.

1.5 Nothing contained in this Agreement or mutually relied on in bargaining will be interpreted and/or applied so as to eliminate or reduce any current management right or established working condition that is a mandatory subject for bargaining. The Board, however, may otherwise reserve the right to unilaterally change its policies relating to all matters which do not involve mandatory subjects of bargaining.

1.6 Notice of Proposed Changes in Board Policy or Administrative Directives

The District will provide written notification to the Association President or designee of proposed changes in Board policies prior to Board approval and Administrative Directives prior to implementation in accordance with the Public Employee Collective Bargaining Act.

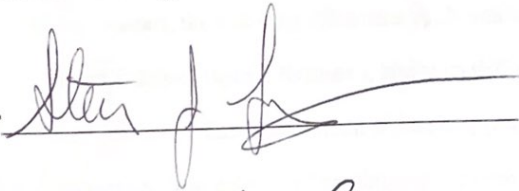
1.7 Should any provision of this Agreement be declared illegal by a court or agency of competent jurisdiction, said provision, as the case may be, shall be automatically deleted from this Agreement to the extent that it violates the law, but the remaining provision(s) shall remain in full force and effect for the duration of this

Agreement, if not affected by the deleted Article, Section or clause. The subjects of the deleted provision(s) and the affected provision(s) shall be subject to further collective bargaining during the term of this Agreement with respect to the period covered by this Agreement.

- 1.8 Any contract between the District and an individual professional educator shall be expressly subject to the terms and conditions of the Agreement.
- 1.9 The Association has a process for contract exceptions to allow professional educators at a work site to apply for an exception to the terms and conditions of the Agreement. Contract exceptions must be submitted to the PAT Advocacy Committee using the process required by the Association. Contract exceptions must be approved by the PAT Advocacy Committee and the District prior to implementation. A contract exception is valid only for the school year for which it was approved.
- 1.10 The Association shall continue to be the exclusive collective bargaining representative, as provided in Section 1.1, during the term of this Agreement unless, under applicable law, some other method of representation or some other applicable representative is elected. Should another method or representative of the professional educators be so elected during the term of this Agreement, this Agreement shall not terminate but thereafter no provision of this Agreement shall be construed to require the District to bargain with the Association and the recognition and authority of the Association as contained in this Agreement and its duty of fair representation shall terminate.

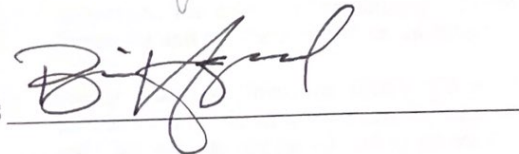
**PAT / PPS Tentative Agreement**

For PAT



5-19-23

For PPS



5-19-23

**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 fifteen (15) of the faculty staff meetings **or early release professional learning day** 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.

## Article 2 TENTATIVE AGREEMENT 11/19/23 2pm

### 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 up to ~~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

2.13.1 The District and PAT agree to create a topic called Curricula and Professional Development Review to the IPC agenda at least 4 times a year to evaluate ~~and approve~~ district-wide curricula. The parties agree to discuss curricula and professional development and its cultural competence, representativeness, 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.~~ IPC meetings will occur during the contracted work day and Educators will be provided release time for attendance.

  
\_\_\_\_\_  
For the Association                      11/29/23  
Date

  
\_\_\_\_\_  
For the District                      11/19/23  
Date

## **ARTICLE 4 DUES AND PAYROLL DEDUCTIONS**

### **4.1 Dues**

#### **4.1.1 Dues Deduction Authorization**

~~The Association shall notify the District of bargaining unit members who have elected to have dues deducted from their paychecks and shall identify the dues to be deducted from each. The Association shall also notify the District when a bargaining unit member should no longer have dues deducted. The District shall enact dues deduction changes on the pay period following a notification. For any new bargaining unit member who was an Association member at their prior place of employment, the District shall backdate dues deductions to their hire date. Such authorization shall continue in effect from year to year, unless revoked in writing as hereinafter provided.~~

~~The Association shall provide documented proof of dues deduction authorization for each member of the Association. Prior to providing the documented proof, the Association shall be able to redact any information that is not related to dues deduction authorization. Electronic signatures and web-based dues authorizations shall be accepted.~~

#### **4.1.2 Processing NEA/OEA/PAT Dues Deductions**

~~Pursuant to such authorization, the District shall deduct one-twelfth of such dues from the first regular salary check of the professional educator each month for twelve (12) months, beginning September and ending August of each year. However, the Association may change the date for deductions and/or number of deductions to begin by notifying the District by June 1 of the year in which the change is to occur. The Association may not change the date again during the life of the Agreement once this option is exercised. Deductions for professional educators who join the Association after the commencement of the school year shall be appropriately prorated so that payments will be completed by the following August. In the case of professional educators who have elected to receive their annual compensation in ten (10) equal monthly payments, the dues deduction shall be made monthly of one-tenth of such dues.~~

- 4.1.3 ~~Withdrawing the payroll deduction for such dues may be accomplished by writing a letter to the Office of the Association and to the Office of the Superintendent and delivered prior to the first day of October of any year. Letters received prior to October 1 shall be effective October 1 of the same year. Otherwise they shall be effective October of the ensuing year.~~

**The District shall deduct dues, fees, and any other assessments or authorized deductions to the Association in accordance with the payroll-deduction authorizations signed by bargaining unit members and provided to the Association. The Association shall provide the District with a list identifying the employees who have signed such authorizations and the authorized deduction amounts. The District shall rely on the list to make the authorized deductions and to remit payment to the Association.**

- 4.1.4 ~~The Association covenants and warrants that its present Bylaws provide for and agrees to indemnify, defend and hold the District harmless for the foregoing dues deductions authorizations and withdrawals procedures. In the event the District invokes this paragraph, then the Association will provide the attorney and the parties will fully cooperate in any litigation. In the event the District wishes to use its own attorney, then the District will pay the cost of said attorney. The aforementioned Bylaws make such authorizations irrevocable except as stated in Paragraph 2. In the event of any amendment to such Bylaws lessening the restrictions on withdrawal, the Association will give the Office of the Superintendent written notice thereof prior to the tenth day of any month for which such amendment permits withdrawal of authorizations. In the event of such notice, the District may permit such withdrawal on the basis of such new provisions.~~

**The Association agrees to defend, indemnify and hold the District harmless for payroll deductions by the District in compliance with these procedures. Authorized payroll**

**deductions shall remain in effect until revoked in the manner set forth in terms of the authorization executed between the employee and the Association.**

4.1.5 A record, in a format accessible to the Association, of professional educators on Association **that are subject to the deductions of dues, fees or other assessments** ~~dues deductions~~ shall be sent to the Association, together with the remittance due the United Education Profession (i.e., PAT-OEA-NEA), within five (5) working days, following the end of the calendar month in which the payroll check has been issued, including a listing of all additions and deletions to the ~~bargaining unit member list of~~ **employees with authorized deductions** from the previous month. The District shall complete reasonable Association forms and submit them monthly with the remittance to the Association

**4.1.6 Bargaining Unit Member Information**

The District shall provide, in a format accessible to the Association, a listing of all bargaining unit members (both active members and non-members), each member's employee ID, FTE equivalency, the buildings where the members are assigned by individual member, and all bargaining unit members by ER position and location. The list shall be provided one (1) week after the start of the school year, one (1) week after the District completes fall balancing, and by the third week in January.

**4.2 Other Payroll Deductions**

4.2.1 Upon appropriate written request from the professional educator, the District shall deduct from the salary of the professional educator and make appropriate remittance for the following approved deductions within five (5) working days following the end of the calendar month in which the payroll check has been issued:

- 4.2.1.1 Fixed or Variable Tax Deferred Annuity Plans
- 4.2.1.2 School District No. 1 Health & Welfare Trust Premiums
- 4.2.1.3 Credit Union
- 4.2.1.4 Approved Charitable Organizations
- 4.2.1.5 NFIE

The National Foundation for Improvement of Education is a part of this list and will not be removed except by mutual consent. In addition, the District shall perform the same service for Association members for any insurance plans offered exclusively by the Association for Association members, within the mechanical limits of the District's payroll system.

4.2.2 The District, upon appropriate authorization of the professional educator, shall deduct from the salary of the professional educator and make proper remittance for any other plans or programs jointly approved by the Association and the Board.

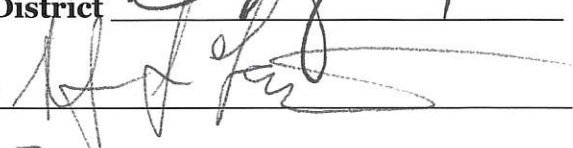
4.3 Professional educators' payroll checks shall itemize all sources of pay, payroll deductions, accumulated sick leave and retirement contributions.

**Tentative Agreement:**

**For the District**



**For PAT**



**Date:**

3-7-23

**ARTICLE 5  
GRIEVANCE PROCEDURE**

5.1 Definitions, Time Limitations

- 5.1.1 Grievance: A "grievance" is defined as an allegation by a professional educator, a group of professional educators or the Association that there has been a violation of any provision of this Agreement.
  - 5.1.1.1 "Employee grievance" is a grievance by one (1) or professional educators, provided the conduct complained of directly affects the professional educator(s).
  - 5.1.1.2 "Association grievance" is a grievance by the Association where the conduct complained of affects one or more professional educators or the Association.
  - 5.1.1.3 Group grievance: If, in the judgment of the Association, a grievance affects a group or class of professional educators, the Association may submit such grievance in writing to the Chief Human Resources Officer or designee directly and the processing of such grievance shall be commenced at Level II. However, a group grievance affecting professional educators at a single building or an Association grievance affecting professional educators at a single building shall be initiated at Level I with the principal or immediate supervisor.
  - 5.1.1.4 If a grievance arises from action or inaction on the part of a member of the administration at a level above the principal or immediate supervisor, the grievant shall submit such grievance in writing to the Chief Human Resources Officer and the processing of such grievance will be commenced at Level II. Grievances regarding salary and/or placement on the Appendix A salary schedule shall be filed with the Chief Human Resources Officer and shall be considered as a Level II grievance. The Level II, Step 1 hearing may be waived by mutual agreement.
  - 5.1.1.5 Grievances that are reasonably related shall be joined and processed together.
- 5.1.2 Grievant: A "grievant" is the professional educator or professional educators or the Association making the claim.
- 5.1.3 Day or Workday: Unless specifically defined as calendar days, all days in this agreement mean contract days for the bargaining unit included in the standard calendar; excluding holidays, weekends, and other non-working days including winter, spring and summer breaks. During the summer recess, a grievance may proceed upon mutual consent of the parties.
- 5.1.4 All grievances shall be filed within thirty (30) days after the first knowledge by the injured party of the factual occurrences constituting the basis of the grievance. In case of an assignment, or other continuing classification or condition, a grievance concerning either past or future effects thereof may be limited in its remedy of past effects to adjustment no more than thirty (30) days prior to the filing of the grievance.
- 5.1.5 A grievance may not be filed over a unit determination matter or a 1(e) violation of ORS 243.672 or a matter that would cause the District to commit an unlawful act or a matter imposed upon the District by a higher authority.
- 5.1.6 The District shall continue, with respect to professional educators, to provide the separate grievance procedure in existence with respect to issues arising solely under policies and regulations other than this Agreement, or regarding matters which are not employment relations as defined by law.

5.2 Purpose

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems that may from time to time arise affecting professional educators. Both the parties agree that these proceedings will be kept informal and confidential as may be appropriate at any level of the procedure.

### 5.3 General Procedures

#### 5.3.1 Representation

A professional educator who initiates a grievance may elect to be represented by the Association or the professional educator may elect to represent ~~himself/herself~~ **themselves** at Levels I. If the professional educator elects to represent ~~himself/herself~~ **themselves**, the professional educator shall so indicate in writing and shall include a statement that the professional educator assumes responsibility for all costs which the professional educator incurs associated with the processing of the grievance.

#### 5.3.2 Parties Present

5.3.2.1 The grievant shall have the right to be present with witnesses at ~~any~~ level 2 or above of the grievance process (but may waive this right through the Association representative). ~~The presence of the administrator whose action is the subject of the grievance may be required.~~ The grievant is entitled to Association representation at any meeting or hearing held under this procedure.

5.3.2.2 When it is necessary, pursuant to the grievance procedure provided for in this Agreement, for grievants, building or program representatives, members of the Association's Advocacy Committee, or any other representative designated by the Association to attend a grievance meeting or hearing during a school day, up to up to two representatives and the grievant(s) shall, upon notice to his/her supervisor or principal, and to the Superintendent, be released without loss of pay, as necessary, in order to permit participation in the foregoing activities. However, should the participation of witnesses in the grievance procedure necessitate the employment of a substitute, the Association shall assume the responsibility for payment of the cost of the substitute.

#### 5.3.3 Individual Adjustment

Any professional educator may file and process a grievance through Level II of this procedure and have said grievance adjusted without intervention of the Association provided:

5.3.3.1 the adjustment is consistent with the terms of this Agreement; and

5.3.3.2 the Association, or its designated Association representative at Level I, has been notified in advance of and given opportunity to be present at all meetings held pursuant to this Article. Any such grievance decision shall be forwarded to the Association.

#### 5.3.4 Time Extensions

5.3.4.1 Time extensions shall be consented to in writing and shall be with the mutual consent of the grievant, or the Association, on behalf of a grievant, and the District.

5.3.4.2 Failure at any step of this procedure to communicate the decision in writing on a grievance within the specified time limit shall permit the grievant to proceed to the next step.

5.3.4.3 Failure at any step of this procedure to appeal the decision to the next step within the specified time limit shall be deemed to be acceptance of the decision rendered at that step.

#### 5.3.5 Cooperation

All parties shall cooperate in the investigation of a grievance and promptly supply any readily available relevant information or documents to the other party.

5.3.6 Limitation of Remedies

Except as otherwise provided by law, this grievance procedure shall constitute the exclusive remedy of professional educators and the Association.

5.3.7 Contents of Grievance

The written formal grievance shall, if applicable, contain the specific Agreement article and section that has allegedly been violated (*e.g.*, Article 23.8), and/or identify the basis for the grievance and include a short statement of the facts giving rise to the allegation and the relief sought. The written response shall include the decision and the rationale for such decision.

5.3.8 Separate Files

All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file which shall constitute a "personnel file," within the meaning of the confidentiality provisions of ORS 342.850. Access to those files shall be limited to those with a valid business interest in the case.

5.3.9 Forms

Grievance forms shall be prepared jointly by the administration and the Association and given appropriate distribution so as to facilitate operation of the grievance procedure.

5.3.10 Privacy

Except as otherwise provided by law or by agreement of the parties, meetings and hearings under this procedure shall not be conducted in public.

5.3.11 Reprisals

No reprisals of any kind shall be taken by the District or by any member of the administration against any grievant, representative, member of the Association, due to participation in the grievance procedure.

5.4 Levels and Steps

5.4.1 Level I. Principal or Immediate Supervisor

5.4.1.1 Step 1: An employee grievance or an Association grievance affecting professional educators at a single building shall be raised by the filing of a formal written complaint setting forth the material required by Section 5.3.7, at the office of the professional educator's supervisor.

5.4.1.2 Step 2: Within ten (10) days the grievance shall be discussed by the supervisor and the professional educator and, if requested by the professional educator, persons approved by the Association, one (1) of which shall be designated as the official representative for the professional educator.

5.4.1.3 Step 3: In the event no settlement occurs at the Step 1 meeting, the supervisor, within ten (10) days of the meeting, shall set forth the reasons for the decision.

5.4.1.4 Step 4: In the event no settlement occurs at Step 3, the grievance may be appealed to Level II by filing a written appeal within ten (10) days of receipt of the Step 3 response. Such appeal must specify the portions of the Step 3 response which are in disagreement and the manner in which each portion is in error.

5.4.2 Level II. Chief Human Resources Officer or designee

- 5.4.2.1 An appeal of a grievance from Level I or a grievance filed by the Association affecting professional educators in more than one (1) building shall be filed at this level. In addition, certain administrative actions included in Section 5.1.1.4 shall also be initiated at this level. Only the Association may initiate or forward a grievance to Level II.
- 5.4.2.2 Step 1: Within ten (10) days of receipt of the grievance, the Superintendent or designee shall conduct a grievance hearing.
- 5.4.2.3 Step 2: Within ten (10) days following completion of the Level II, Step 1 hearing, the Chief Human Resources Officer or designee shall provide a written decision to the parties. However, at the request of the Chief Human Resources Officer or designee, or the grievant, ~~an informal hearing~~ **meeting** will be held within five (5) days to discuss the grievance and decision. In such case, the written decision shall be issued within five (5) days following the meeting.
- 5.4.2.4 Step 3: If the grievance is not settled at Level II, Step 2, a copy of the decision of the Chief Human Resources Officer, or designee shall be submitted to the Superintendent and the Board of Education.

5.5 Arbitration

- 5.5.1 If a grievance is not resolved at Level II, it may be appealed to arbitration within sixty (60) days of receipt of the Level II Step 2 decision. Only the Association may appeal a grievance to arbitration.

5.5.2 Requesting an Arbitrator

After receipt of the Level II, Step 2 response or decision, the Association may request a list of seven (7) Oregon and Washington arbitrators from the Oregon State Conciliation Service who are members of the American Arbitration Association Labor Panel. A copy of the request shall simultaneously be filed with the District. Each party shall then alternately strike one (1) name from the list supplied until one (1) name remains and that person shall be arbitrator. The winner of a coin toss shall be the first to strike names. In the alternative, the parties may jointly agree upon any person to serve as arbitrator.

5.5.3 Authority of Arbitrator

The arbitrator shall be encouraged to issue a decision within twenty (20) days of the close of the hearing or submission of briefs, whichever occurs later. The arbitrator's decision shall be in writing and shall set forth findings of fact, reasons and conclusions. The arbitrator may not add to, subtract from, or modify the terms of this Agreement, and may not award punitive damages. The arbitrator's decision shall be final and binding.

5.5.4 Costs

Fees and expenses for the arbitrator shall be borne equally by the Association and the District.

5.5.5 Attendance

Persons having a direct interest in the arbitration are entitled to attend hearings, but the arbitrator shall have the power to require the retirement of any witness during the testimony of other witnesses.

5.5.6 Evidence

Except for evidence used solely for impeachment or rebuttal or to refresh recollection, evidence shall be restricted to exhibits made known to the other party at least twenty-four (24) hours prior to the first arbitration session and to testimony from witnesses whose names were made known to such party within said time; provided that the arbitrator may, upon a showing of good cause or to prevent injustice, relieve a party from this restriction.

5.5.7 Affidavits

The arbitrator may receive and consider the evidence of witnesses by affidavit, but shall give it only such weight as s/he deems proper after consideration of any objections made to its admission.

5.5.8 Oaths

Before proceeding with the first hearing, the arbitrator may take an oath of office. The arbitrator may require witnesses to testify under oath administered by any duly qualified person.

5.5.9 Waiver of Oral Hearings

The parties may provide by written agreement for the waiver of oral hearings.

5.5.10 Time and Place

The arbitrator shall fix the time and place for each hearing. At least five (5) days prior thereto, s/he shall mail notice of the time and place thereof to each party.

5.5.11 Order of Proceedings

The arbitrator may, at ~~his/her~~ **their** discretion, vary the normal procedure under which the initiating party first presents the claim (except in discipline cases), but in any case, shall afford full and equal opportunity to all parties for presentation of relevant proofs. The hearings may be reopened by the arbitrator on ~~his/her~~ **their** own motion or on the motion of either party for good cause shown at any time before the award is made, but if the reopening of the hearing would prevent the making of the award within the time specified in these procedures or any other specified time agreed upon by the parties in writing, that matter may not be reopened unless both parties agree upon the extension of such time limit.

5.5.12 Serving of Notices

Each party shall be deemed to have consented and shall consent that any papers, notices or processes necessary or proper for the initiation or continuation of an arbitration under these rules and for any court action in connection therewith or the entry of judgment of an award made thereunder may be served upon such party (a) by mail addressed to such party or ~~his/her~~ **their** attorney at ~~his/her~~ **their** last known address, or (b) by personal service on such attorney or the Employee Relations Department or the Office of the Association as applicable.

5.5.13 Communication with Arbitrator

Except as expressly authorized herein, there shall be no communication between the parties and the arbitrator other than at oral hearings and those necessary to accomplish the filing of evidence, briefs and papers, to arrange the order of proceedings and to provide notice. Prior to contacting an arbitrator, the opposing party shall be given notice by the initiator.

5.5.14 Arbitrability / Review of Arbitration Decision

Upon request of either party, the arbitrator shall first hear and rule in writing on questions of procedural and substantive arbitrability. Grievances, in order to be arbitrable, must have been processed according to this grievance procedure. Grievances must include only those issues described in Section 5.1.1 unless otherwise agreed to by the parties. Grievances shall be heard unless the contract clearly is not susceptible to the interpretation cited in the grievance. Ambiguity shall result in the grievance being considered. If neither party requests a separate hearing on grounds of arbitrability, and if the arbitrator still rules that a grievance is not arbitrable, s/he shall not comment on the merits of the grievance in any way.

5.5.15 Conflict of Interest

No person shall serve as arbitrator in any arbitration in which he or she has any financial or personal interest in the result of the arbitration, unless the parties, in writing, waive such disqualification. Prior to accepting the appointment or immediately upon receiving notice of this rule, whichever is later, the prospective arbitrator shall disclose to the parties any circumstances likely to create a presumption of bias or which might disqualify ~~him or her~~ **them**. If either party declines to waive the presumptive disqualification, the vacancy shall be filled in accordance with the procedures described below.

5.5.16. Substitute Arbitrator

If any arbitrator shall resign, die, withdraw, refuse or be unable or disqualified to perform the duties of the office, it shall be vacant, and the matter may be reheard by a new arbitrator. A party desiring to fill such vacancy and continue arbitration must give notice thereof to the other party at the Oregon Employment Relations Board within five (5) days of the date of receipt of knowledge of the vacancy and request that the Employment Relations Board furnish an additional list of seven (7) arbitrators. The successor shall then be selected in the same manner as in the original selection.

## ARTICLE 6 WORK YEAR

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 **for all grade levels**

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) 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 the beginning of the staffing process in the preceding school year.

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 newly hired bargaining unit member who did not attend the New Employee Orientation at the start of the School Year. This Orientation will occur monthly and all new employees shall be directed to attend. 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**

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~~-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~~-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 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. **Two hours of each planning day may be used for admin directed professional learning.**
- 6.5.3 One-half (1/2) of ~~planning each grading day time~~ may be used by administration for meetings with **professional educators that do not submit grades. Child Development Specialists, Qualified Mental Health Professionals QMHPs, School Social Workers, School Psychologists, Audiologists, and Student Service Specialists. Planning days remain educator-directed.**
- 6.5.4 **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 grading periods 1, 2, and 3. At the end of the 4th grading period, professional educators will submit grades prior to checking out with their administrator for summer break. No voluntary or mandatory trainings or professional development or meetings may be scheduled for professional educators on these grading days.**

~~6.5.5 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. **All calendared early release days will be used for professional development and learning directed by the district or the administrator.**

**Administrator directed professional development shall be planned in collaboration with the Instructional Leadership Team.**

**The District shall prioritize providing training for educators on new curriculum and new initiatives within the work day and work year.**

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. **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.**
- ~~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 4<sup>th</sup> falls
- d. December 24<sup>th</sup> to and including January 1<sup>st</sup>
- e. Saturdays
- f. Sundays
- g. All recognized PAT holidays
- h. The Monday preceding the beginning of the work year
- i. **Juneteenth**

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 The District may 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. **The District will let professional educators know by April 1st of each year if they will be required to make-up any inclement weather 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 7 WORKDAY

- 7.1 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.
- 7.2 Workdays for professional educators shall only be Monday through Friday.
- 7.3 The standard workday for professional educators, except as provided in Section 7.4 below, shall be ~~seven hours and 45 minutes~~ **eight (8) hours. On ten (10) Tuesdays, planning time outside of the student day may be used for staff meetings for up to 60 minutes. This will not extend the professional educators' work day beyond eight (8) hours. The last fifteen (15) minutes of time during the work day shall be designated as individual planning time for professional educators, except on Tuesdays on which staff meetings are held. On those Tuesdays, the last fifteen (15) minutes of time during the workday will be used as the first part of the 90-minute staff meeting.**
- 7.4 **The standard workday for professional educators working at High Schools shall be seven hours and 45 minutes. The last fifteen (15) minutes of the work day shall be designated as individual planning time for professional educators, except on Tuesdays on which educator professional learning is held. On those Tuesdays, the last fifteen (15) minutes of time during the workday will be used as the first part of the 90-minute staff meeting. Up to 1 minute per daily class period of the duty time referenced in Section 7.5 below may be converted to student instructional time.**
- 7.4.1.1 8-hour workday for Child Development Specialists, **School** Social Workers, School Psychologists, Audiologists and Student Services Specialists.
- 7.4.1.2 The workday for Child Development Specialists, **School** Social Workers, School Psychologists, Audiologists and Student Services Specialists shall be eight (8) hours, including a minimum of thirty (30) continuous minutes for duty-free lunch. The daily work schedules shall allow for a fifteen (15) minute rest period in the a.m. and p.m.
- 7.4.1.3 With mutual agreement, Child Development Specialists, **School** Social Workers, School Psychologists, Audiologists and Student Services Specialists may arrange their daily schedule so that time required outside of normal business hours, such as evening or weekend meetings with the parents and students, fall as nearly as possible within the regular eight (8) hour workday and 40-hour work week. The current practices in existence for scheduling the workday for School Psychologists, **School** Social Workers, Child Development Specialists, Audiologists and Student Services Specialists will continue throughout the duration of the Agreement.
- ~~7.4.2 This section does not apply to any other professional educators not specifically listed above.~~
- 7.5 The workday for professional educators in the building shall begin at least fifteen (15) minutes before the student day and shall extend at least fifteen (15) minutes beyond the student day. Professional educators shall not be required to perform duties for more than seven-and-one-half (7½) minutes of the fifteen (15) minutes immediately before and/or for more than seven-and-one-half (7½) minutes of the fifteen (15) minutes immediately after the student day. No professional educators shall be required to report prior to 7:45 a.m. or remain later than ~~4:15~~ **4:30 p.m.** For program reasons, the afternoon ending time can be adjusted to ~~5:15~~ **5:30 p.m.** for a few professional educators in a building providing that volunteers will be solicited whenever possible. The two above exceptions will not extend the number of hours in a standard workday.
- 7.6 **Professional educators may make reasonable adjustments to their daily and weekly schedule, with prior written approval of their building administrator, to accommodate professional obligations and to meet personal needs. Any adjustments may not impact student instructional time.**
- 7.7 If an administrator requests that a professional educator provide instruction (e.g. tutoring or small group instruction), **complete required training, or tasks as referenced in 12.5.1,** outside of the

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professional educator's workday, and the professional educator volunteers to do so, such professional educator shall be compensated at their ~~per diem~~ hourly rate of pay.

### 7.8 Duty-free Lunch

7.8.1 All professional educators who work two-thirds (2/3) or more shall have a minimum of thirty (30) continuous minutes of duty-free lunch. Regardless of FTE, any professional educator who works a full day shall have thirty (30) continuous minutes of duty-free lunch on that day.

7.8.2 Passing time during which a professional educator has direct responsibility for students shall not be part of the thirty (30) minutes duty-free lunch. Professional educators who leave the school site during such period shall notify the school office.

### 7.9 Individual Planning Time

7.9.1 Professional educators who work two-thirds (2/3) time who directly provide instructional services to students shall be provided planning time during the workday as follows:

7.9.1.1 High Schools (Grades 9-12): Not less than the equivalent of one (1) standard class period per day.

7.9.1.2 Middle Schools (Grades 6-8, except self-contained 6<sup>th</sup> grade classes): Not less than the equivalent of one (1) standard class period per day, **and at least four hundred and ten (410) minutes per standard work week (prorated for partial weeks).**  
STARTING IN THE 2024-25 SCHOOL YEAR

7.9.1.3 Elementary Schools: Not less than ~~three hundred and twenty (320)~~ **four hundred and ten (410) minutes** per standard work week (prorated for partial weeks). There shall be at least one daily block of planning time of at least forty (40) continuous minutes  
STARTING IN THE 2024-25 SCHOOL YEAR

7.9.1.4 Regardless of FTE, any professional educator who works a full day shall have planning time on that day.

7.9.2 **Professional educators who work at least half time (.5), but less than two-thirds (2/3) time who provide instructional services to students shall receive a prorated amount of weekly planning time called for in 7.9.1.1 through 7.9.1.4, and 7.9.1.6 if applicable, based upon the professional educator's FTE.**

### 7.10 Co-Teaching

7.10.1 **Co-teaching is the practice of pairing teachers together in a classroom to share the responsibilities of planning, instructing, and assessing students. In a co-teaching setting, the teachers are considered equally responsible and accountable for the classroom. This model differs from push-in (one educator responsible for certain students in a group) and team teaching (one educator is responsible for the students for only part of the curriculum).**

7.10.2 **Reasonable effort will be made to provide common planning periods to improve collaboration with general education teachers that are co-teaching. When common planning cannot be achieved, up to ten (10) hours per school year per partnership may be submitted by each co teacher for common co-planning outside the work day.**

### 7.11 Restroom Breaks

The building principal shall ensure that arrangements are made for restroom breaks for professional educators.

### 7.12 Meetings/Trainings

7.12.1 Professional educators may be required on **ten (10) ~~thirty (30)~~ Tuesdays** during the school year to attend meetings or training sessions **starting at the beginning of the teachers' workday and**

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**ending fifteen (15) minutes prior to the start of the student day or starting fifteen (15) minutes after the student day ends at the beginning of the fifteen (15) minute planning time at the end of the day and continuing for up to one hour and fifteen minutes beyond the workday. This will not extend the professional educators' work day beyond eight (8) hours.**

7.12.1.1 **Professional educators who work in High Schools may be required on thirty (30) Tuesdays during the school year to attend meetings or training sessions starting at the beginning of the fifteen (15) minute planning time at the end of the day and continuing for up to one hour and fifteen minutes beyond the workday.**

7.12.2 The District will publish a schedule of the ~~thirty (30)~~ staff meetings before the end of the prior school year.

7.12.3 Professional educators will be responsible for completing ~~four (4) hours of~~ District mandatory **online training during any administratively directed time. For high school professional educators**, there will be no staff meetings on at least two (2) Tuesdays between the start of the school year and the due date of the mandatory online training.

7.12.4 **For professional educators who work in high schools as** Child Development Specialists, **School** Social Workers, School Psychologists, Audiologists and Student Services Specialists may be required to attend trainings or meetings beyond the work day on Tuesdays only if the trainings or meetings fall within their workday/workweek provisions as set out in paragraph 7.4.1.3.

7.12.5 Part-time professional educators shall not be required to attend meetings/trainings that are not contiguous with their workday. Required attendance at meetings/trainings contiguous with the workday and at evening events / Parent/Teacher Conferences shall be pro-rated for part-time professional educators.

7.12.6 The District shall provide each professional educator professional development on implicit bias, anti-racism, and culturally responsive practices. These trainings will be available to all professional educators within the workday and standard work year. PAT will review providers prior and give feedback after trainings through the IPC.

**7.12.7 Professional educators may be required to take part in Professional Learning Communities (PLCs) or similar meetings during the workday. PLC time scheduled by administration does not count as planning time.**

7.13 Itinerants

7.13.1 The workday of a professional educator who works in more than one (1) building or is assigned outside the District shall not exceed the workday above and shall be covered by planning time and other provisions of this Article.

7.13.2 An adequate amount of travel time shall be allowed for professional educators who must change worksites during the workday.

7.13.3 Neither planning time nor the duty-free lunch time shall be used for travel time between worksites.

7.13.4 If there are disagreements over the itinerant professional educator's schedule and workload, the supervisor(s) and the building representative(s) shall write a summary of the dispute and submit the summary to the Human Resources and the Association for resolution.

7.14 Work Spaces

7.14.1 All professional educators who are not assigned a dedicated classroom shall be provided adequate storage (as collaboratively determined by the professional educator and the building administrator) space in which to keep students' work, supplies, and equipment.

7.15 Part-time

7.15.1 The workday and work load for part-time professional educators shall be proportional to that of full-time professional educators.

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7.15.2 The workday for part-time professional educators shall be stated as a percentage of full-time in accordance with the chart below. Other percentages shall be calculated in the same manner.

Workday – 7.0 Hours 45 Minutes

<u>Percentage</u>	<u>Time</u>
10% (.10)	47 minutes
20% (.20)	1 hr. 33 minutes
25% (.25)	1 hr. 56 minutes
30% (.30)	2 hrs. 20 minutes
40% (.40)	3 hrs. 06 minutes
50% (.50)	3 hrs. 53 minutes
60% (.60)	4 hrs. 39 minutes
66% 2/3%	5 hrs. 07 minutes
70% (.70)	5 hrs. 26 minutes
75% (.75)	5 hrs. 49 minutes
80% (.80)	6 hrs. 12 minutes
90% (.90)	6 hrs. 59 minutes
100% (1.0)	7 hrs. 45 minutes

Workday – 8 Hours

<u>Percentage</u>	<u>Time</u>
10% (.10)	48 minutes
20% (.20)	1 hr. 36 minutes
25% (.25)	2 hours
30% (.30)	2 hrs. 24 minutes
40% (.40)	3 hrs. 12 minutes
50% (.50)	4 hours
60% (.60)	4 hrs. 48 minutes
66% 2/3%	5 hrs. 20 minutes
70% (.70)	5 hrs. 36 minutes
75% (.75)	6 hours
80% (.80)	6 hrs. 24 minutes
90% (.90)	7 hrs. 12 minutes
100% (1.0)	8 hours

7.15.3 FTE for part-time professional educators may fluctuate from year to year from .5 FTE to .66 FTE, .67 FTE to .74 FTE, .75 FTE to .99 FTE based on the needs of the particular assignment. A reduction in FTE that results in a reduction of benefits/planning time/lunch etc. for the professional educator shall be considered a layoff subject to the provisions of Article 20. **[Bargaining note: CCL, unless it is changed in article 18 discussions].**

7.15.4 If there are disagreements over the part-time professional educator's schedule and/or workload, the supervisor and the building representative shall write a summary of the dispute and submit the summary to the Human Resources and the Association for resolution.

**Article 7 Tentative Agreement**

  
For the Association \_\_\_\_\_  
Date 11/19/23

  
For the District \_\_\_\_\_  
Date 11/20/23

## 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 2024-2025 school year, the District will make a good faith effort to establish that the class size, teaching load, and caseload do not exceed the threshold listed in the table below, except as otherwise provided in the remainder of this article.

### 8.3 Class size, Caseload and Overload Pay

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

- 8.3.2 Both parties recognize and agree that overload numbers are not a staffing model.

8.3.2.1 Student loads will be calculated on the third Monday in October and the third ~~Tuesday~~ Monday in February. If a professional educator's load exceeds the limits in 8.3.3, the District will implement one of these options:

a. Within two weeks, move students to meet the limit.

~~b.~~ Within 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 in the case of an emergency. Except as provided in 8.3.2.2, the professional educator may decline the assistant or paraeducator and select the stipend (8.1.1.1.c), and at the same time refer the matter to the Class Size Committee process, as set forth below in 8.3.7.

~~c.~~ Pay any professional educator over a threshold a stipend equal to 1.5% of the base BA+015 salary per semester; in accordance to the amount listed in the chart in 8.3.3.1 and at the same time refer the matter to the Class Size Committee process, as set forth below in 8.3.7.

- 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. Within two weeks of the beginning of each semester, 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 8.3.16 and 8.3.17. [Bargaining Note: correct the article referenced]

- 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 Portland Public Schools believes all students deserve the full range of educational opportunities and student supports that a robust, well-rounded education affords. A well-rounded education is one that meets the Oregon state education standards by providing students with learning opportunities

that give them the skills to succeed in school, college and career. A well-

**8.3.4** rounded education also provides the parents and students who make up the Portland Public Schools community a safe and productive educational environment.

**8.3.5** District Policy 2.10.010-P (Racial Educational Equity Policy) states, “Portland Public Schools will significantly change its practices in order to achieve and maintain racial equity in education.” This obligates the District and Association to agree to initiatives aimed at raising achievement for all students while closing gaps among different groups of students and eliminating the racial predictability of disparate academic outcomes. **[Bargaining note: may be moved to top of document during housekeeping]**

**8.3.6 Guidelines**

**8.3.6.1** The target size identified in the following charts do not trigger overage payments or other relief, but are recognized by the parties as goals.

**8.3.6.2** Effective July 1, ~~2018~~ **20223**, the following teaching/caseload thresholds shall be established, with the expectation of providing overload pay to individual professional educators if the District chooses to exceed these thresholds.

a. Elementary (K-5)

Position	Target Size	Teaching Load Threshold for Overload Pay	% of Base Salary increased per Student over the Threshold
K	18	24	<u>3% (1.5% each semester) per student over the Threshold</u> <b>[Bargaining Note: “per student over the threshold” added for clarity]</b>
1	20	26	<u>3% (1.5% each semester) per student over the Threshold</u>
2-3	22	26	<u>3% (1.5% each semester) per student over the Threshold</u>
4-5 (and self-contained 6 <sup>th</sup> grade)	22	28	<u>3% (1.5% each semester) per student over the Threshold</u>
Elementary Specialists Core Enrichment Professional Educators* including teacher librarians	26	Determined by average overload of the building beginning with the average of 1.0 overage. The average will be rounded to the closest whole number thereafter	<u>3% (1.5% each semester) per student over the Threshold</u>

\* 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	% of Base Salary increased per Student over the Thresholds
MS Professional Educators	125	150	Increase salary by 3% (1.5% each semester) per five Students over Threshold (triggered by first student over)
HS Professional Educators	135	160	Increase salary by 3% (1.5% each semester) per five Students over Threshold (triggered by first student over)
MS/HS Physical Education Professional Educators	150	175-190	Increase salary by 3% (1.5% each semester) per five Students over Threshold (triggered by first student over)
MS/HS Performing Arts Professional Educators	175	225-230-220	Increase salary by 3% (1.5% each semester) per five Students over Threshold (triggered by first student over)
HS-Performancee Class Teachers		225	Increase salary by 3% (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	% of Base Salary increased per Student over the Thresholds
Special Education Teachers Special Schools Program (Pioneer)	7	10 students	Increase salary by 5% (2.5% each semester) per student over the Threshold
Special Education Teachers Self Contained-Focus Classrooms	7	13 students	Increase salary by 5% (2.5% each semester) per student over the Threshold
Special Ed. Teachers (Learning Center HS)	22	32 students	Increase salary by 3% (1.5% each semester) per student over Threshold
Special Ed. Teachers (Learning Center MS)	21	31 students	Increase salary by 3% (1.5% each semester) per student over Threshold
Special Ed. Teachers (Learning Center PK-5)	20	30 students	Increase salary by 3% (1.5% each semester) per student over Threshold
Speech and Language Pathologists	30	50 students	Increase salary by 3% (1.5% each semester) per student over Threshold

Speech and Language Pathologist Assistive Tech and Feeding Team	1 to 75	1 to 125	Increase salary by 3% (1.5% each semester) per two (2) students over Threshold (triggered by first student over)
School Counselors (All levels)	1 to 250	1 to 350 students	Increase salary by 3% (1.5% each semester) per ten (10) students over Threshold (triggered by first student over)
Middle School Teacher Librarians/Media Specialists	1 to 500	1 to 850 Students with credit of 375 students for full-time library assistant	Increase salary by 3% (1.5% per semester) per 100 students over Threshold (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 3% (1.5% per semester) per 100 students over Threshold (triggered by first student over)
<b>School Psychologists</b> [Bargaining Note: Returning to CCL would also require editing the Special Education article as described in the cover sheet]	1 to 110	1 to 135 special education students	<b>Increase salary by 3% (1.5% each semester) per five (5) Students over Threshold (triggered by first student over)</b>
<del>School Psychologists in buildings with 25% or more special education students</del>	<del>1 to 110</del>	<del>1 to 135 special education students</del>	<del>Increase salary by 3% (1.5% each semester) per five (5) Students over Threshold (triggered by first student over)</del>
School Social Workers (Elementary) [Bargaining note: Pending MOA on SW threshold workgroup]	1 to 400	1 to 500	Increase salary by 3% (1.5% per semester) per 20 students over Threshold (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 57	Increase salary by 3% (1.5% per semester) per 2 students over Threshold (triggered by first student over)
Adapted PE	1 to 36	1 to 55	Increase salary by 3% (1.5% per semester) per 2 students over Threshold (triggered by first student over)

Community Transition Program	Team 1 - 7 Team 2 - 13 Team 3 - 22	Team 1 - 12 Team 2 - 20 Team 3 - 30	<u>Increase salary by 5% (2.5% each semester) per student over Threshold (triggered by first student over).</u>
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- 8.3.6. Elementary specialist classes will not exceed 35 students per class.
- 8.3.7. Annually, the District will provide its staffing ratios as part of its Staffing Guidelines and Core Program Requirements. In the event the District intends to modify the Staffing Guidelines it shall provide at least thirty (30) days' notice and upon request meet and discuss with PAT prior to making such changes.
- 8.3.8. The District will continue to pay overages in the 2023-24 school year and all subsequent years according to the provisions of this agreement, unless an alternative solution is agreed to by the parties.

8.3.9. Class Size Committee:

The parties acknowledge that circumstances could arise where exceptions to the above class size thresholds. The building level committee will meet when the conditions in Article 8.3.2.1 are met related to class size, caseload and overage pay, as set forth above. The Class Size Committee may take into consideration efforts to keep families together, enrollment patterns, population shifts, a decrease in state or federal funding, an unusual variation between school enrollments at different grade levels or to allow the district to avoid creating split grade level (aka "blended") classes. Possible options may include but not be limited to: rebalancing classes, multiple grade-level blends or combination classes, assigning educational assistants or other push-in support, using existing licensed FTE, or other school based options, taking into account programmatic, individual student needs, physical space constraints, and competing needs. The committee shall not discuss personally identifiable information contained in student educational records in order to avoid Family Educational Rights and Privacy Acts (FERPA) violations.

**8.3.9.1.** Teachers will not be asked individually to exceed these limits. To address a single class size or caseload exceeding a threshold, the building administrator may meet with the building Association representative and the affected professional educator to discuss the class size or caseload thresholds and to collaborate on solutions. In no event will a solution be implemented without the review and consultation of the building Association's representative and impacted teacher(s). If the issue is not resolved, it may be brought to the class size committee for resolution; the process described in Section 8.3.7.3 shall not apply to a single class-size or student issue.

8.3.9.2. Schools will form a class size committee, on an as needed basis. The committee shall be composed of the following voting members:

- 8.3.9.2.0. School Principal
- 8.3.9.2.1. Assistant/Vice-Principal or other administrator selected by the District
- 8.3.9.2.2. A teacher from an affected classroom or other staff member in the affected license area. This person will be chosen by the PAT Building/Association Representative.
- 8.3.9.2.3. A building rep OR another licensed staff person appointed by the Association

**8.3.9.3. All affected teachers will be invited to attend the Class Size Committee to participate in the discussion of possible solutions. Upon mutual agreement of the Association and an administrator, two (2) parents/guardians will be jointly appointed invited to attend by the principal and the association building representative to participate in the discussion of possible solutions not centered on a specific student or class. If the principal and the association representative are unable to agree on two parents/guardians to appoint, the principal will appoint one parent/guardian and the association will appoint the other while taking in consideration the diverse school community, including race, gender, ability, language & socio-economic status. Lack of parent/guardian involvement will not preclude the committee from developing recommendations.**

8.3.10. All affected teachers will be invited to attend the Class Size Committee to participate in the discussion of possible solutions.

8.3.11. The Class Size Committee will convene, if necessary one to three times between March 1<sup>st</sup> and October 1<sup>st</sup>, during the educator work year, and other times as needed.

8.3.12. If a solution is not reached at the building level, the district's Chief of Schools **or their designee**, and a representative from the Association will meet and make a good faith effort to resolve the issue.

~~8.3.13. The parties may agree to submit any disputes not resolved after the building level class size committee process, to mediation, and will request the appointment of a mediator from the State of Oregon.~~

8.3.14. If the previous steps of the process have not resulted in a resolution, the superintendent (or their designee) and the President of PAT (or their designee) shall meet for a final effort to resolve the issue.

8.3.15. When the building-level above outlined process for addressing class-size concerns is observed, the implemented outcome is not subject to the grievance procedure.

8.3.16. 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.

8.3.17. Special student count rules:

8.3.17.1. 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.

8.3.17.2. **All students shall be counted as a minimum of 1 student for all counts.**

8.3.17.3. 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.

8.3.17.4. Students in “double blocks” shall be counted in each class.

**8.3.17.5. The target size 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.**

**8.3.17.6. Refer to the overage methodology for any student not specifically identified in this article.**

#### 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.

#### 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 **Qualified Mental Health Professional/ School Social Workers** and other specialists shall ~~not be assigned to an amount of duty time equivalent to than what is generally assigned to~~ other professional educators.

#### 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 available to respond**, 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 preferred substitute teaching colleagues for any absence of less than 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 SSIs 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.<sup>2</sup>
- 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.<sup>3</sup>
- 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) the hours specific to the school to which they are assigned 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 are 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)**
- l. 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.

~~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.~~

## 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 be afforded time ~~have a substitute provided to allow for such meetings to occur within the workday.~~ If a professional educator volunteers to attend a **504** ~~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 shall be allotted for each student plan.

~~8.10~~ **\*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 providing culturally or developmentally appropriate material or translation for students receiving instruction, providing they are teaching to state standards.**

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 meet the instructional needs of the program within which they teach.**

8.15 **Accountability & Class Size Reporting**

**The District will provide semi-annual reports to the Association and the Board of Education, that will include class size and overage data for all schools.**

**Article 8 Tentative Agreement**

  
For the Association

11/24/23  
Date

  
For the District

11/26/23  
Date

**ARTICLE 9**  
**STUDENT SUPPORT, DISCIPLINE &**  
**SAFETY**

The District and Association are committed to an approach for student conduct and discipline that aligns with the PPS Vision and utilizes research based in Racial Equity and Social Justice, Restorative Justice, and Trauma Informed to minimize the use of exclusionary discipline and to maximize instructional time, while repairing harm done within the school community. Student success will not be predicted nor predetermined by national origin, race, culture, ethnicity, sex, language, socio-economic status, mobility, sexual orientation, disability, and/or religion. Student behavior is a communication of unmet needs, and makes sense when put in context. The disciplinary response process should be aimed at meeting these needs and create an environment that helps students find new ways to meet their needs. With this belief PPS will begin to move from exclusionary discipline to Restorative Practices for all Pre-K to 12th grades. These practices paired with meaningful and accessible instruction and guidance offer students and staff the opportunity to learn, grow and contribute to the school community.

9.1 Key Elements:

The District and the Association acknowledge that:

Restorative Justice (RJ) is a philosophy which allows educators and students to focus on repairing harm through engaging all education stakeholders. RJ shifts the focus to learning through mediation and common agreements, and from the individual to the community. It is the basis of a long-term response to disruptive behavior and is effective when combined with MTSS prior to any disruption and with an appropriate use of the Student Rights and Responsibilities Handbook and Guide.

Multi-Tiered System of Support (MTSS) is a framework that includes Response to Intervention (RTI) and Positive Behavioral Intervention and Supports (PBIS) frameworks. MTSS is effective when used in conjunction with RJ and appropriate student discipline as defined in the Student Rights and Responsibilities (SRR) Handbook and Guide.

Student Discipline is a response to student behavior that disrupts the learning environment. It is used as a short-term District response that is effective if used with MTSS prior to student disruption and in conjunction with RJ.

The Association and District further acknowledge that no system, no matter how it is designed, can be effective unless it is implemented with fidelity across the entire school system. Therefore, the District shall annually train all existing and newly-hired professional educators in the District's school climate systems, including RJ, MTSS and appropriate use of the SRR Handbook. The trainings shall be differentiated to meet individual building and professional educator need and experience.

9.2 Professional Educator Authority and Protection

The following sources for determining professional educator authority and protection shall be provided for an Association representative in each building:

9.2.1 Oregon Statutes on Discipline, Attendance and Exclusion of Students, Chapter 339 Oregon Revised Statutes;

9.2.2 Current District Disciplinary Procedures: *The Student Rights and Responsibilities Handbook and Guide*;

- 9.2.3 All administrative directives which are for the general knowledge of professional educators including building handbooks/rules; and
- 9.2.4 “Policies and Regulations” of the Board related to student discipline.

It is recognized that there may be normal delays between the time of adoptions and delivery of such materials to the building.

### 9.3 Definitions

For the purposes of this article, the following definitions shall apply:

- 9.3.1 **Physical Attack/Harm:** Intentionally **violent contact and/or touching that violates bodily autonomy (e.g.: poking, pinching, pushing)** or striking of another person against ~~his or her~~ **their** will or intentionally causing bodily harm to an individual.
- 9.3.2 **Threat/Causing Fear of Harm:** ~~Physical, verbal, written or electronic action~~ **A behavior that indicates an intention to cause injury to the body or property or rights of another person** ~~A threat is intended to cause fear in the person threatened~~ which immediately creates ~~an objectively~~ **reasonable** fear of harm, without displaying a weapon and without subjecting the ~~victim~~ **impacted individual(s)** to actual physical attack. **Threats may take many forms including verbal, gestural, written, electronic, or through a third person.**

### 9.4 Student Support and Discipline

- 9.4.1 The principal, supervisor or professional staff designee with input from the staff shall include the following minimum procedures in developing a written ~~student discipline plan support~~ **School Climate plan to outline the procedures for Tier 1, 2, and 3 supports.** Such procedures shall exist in each building or program. ~~To preserve student dignity and maintain an environment conducive to learning for all students, prior to the first student day, each plan shall identify a location or locations other than the student’s classroom for professional~~ **licensed educators, support staff, or building leadership to implement crisis prevention and/or deescalation strategies as identified in each School Climate plan.** The process must be in accordance with District policies and regulations and State law.
- 9.4.2 ~~Use by the p~~ **Each professional educator will develop** ~~of individual independent in-class expectations, rules, and plans for student classroom management and student-centered intervention plan~~ in conformance with the building’s ~~discipline plan~~ **School Climate Plan.** ~~Adequate p~~ **Professional development time beyond that called for in Article 6.2.1.3 and 6.5** shall be allocated to complete these plans.
- 9.4.3 ~~That A~~ **A** professional educator may **temporarily** remove a student from class who is disrupting the educational program in a manner requiring immediate action by the professional educator, or who, **after repeated Tier 1 and 2 interventions or implementation of a pre-existing Tier 2 plan,** continues to disrupt instruction. If a student is in crisis or needs support with deescalation, ~~the professional shall send the student to a location designated by the principal or principal’s designee as referenced in article 9.4.1. the professional shall implement the crisis plan identified in the Climate Plan.~~ In such situations, the professional educator shall complete a level 2/3 referral and may need a referral to the Student Intervention Team (SIT).
- 9.4.4 ~~Removal from class as described in 9.4.3 does not include needed breaks for students, brief reset and reteaching conferences with students, predetermined time-limited self-regulation strategies, and restorative practices. In those situations, an educator may document the behavior with a level 1 referral.~~

- 9.4.5 ~~The location designated by the principal will be staffed by an administrator or professional educator in order to allow for continued learning opportunities for the student. The selected space will contain developmentally appropriate materials to assist the staff member and the student. Any professional educator assigned to this duty shall be released from all other duty responsibilities.~~
- 9.4.6 ~~If a student is in the designated location and unable to self-regulate with staff support in order to return to class for more than one hour, or if the student returns to the space three or more times in a day, the building administrator shall contact the student's parent/guardian, and the student may be referred to the school SIF team.~~
- 9.4.7 ~~That~~ The principal, supervisor or ~~their~~ ~~his/her~~ designee shall, at the professional educator's request, confer with the professional educator without disrupting the professional educator's ~~responsibilities~~ ~~classes~~. Such ~~communication to the professional educator~~ ~~conference~~ generally shall take place prior to returning the student to class unless the principal, supervisor or ~~his/her~~ ~~their~~ professional designee is not available, in which case the ~~conference~~ shall take place when the principal, supervisor or professional designee becomes available.
- 9.4.8 ~~That a~~ A procedure shall exist for ~~handling~~ ~~supporting~~ students removed from class when the principal, supervisor or professional designee is out of the building and, therefore, not available for a conference required by the professional educator. Such procedure shall provide that only professional personnel shall have a decision-making role in the ~~handling~~ ~~supporting~~ of such students.
- 9.4.9 Each professional educator shall be allowed to write referrals for any student under ~~his/her~~ ~~their~~ supervision at any stage of the referral process. ~~The administrator receiving the referral shall provide feedback within a reasonable period of time, generally defined as within three (3) school days.~~ Professional educators shall have access to referrals written by them and shall be able to track or receive documentation of the disposition of the referrals. ~~During the monthly Building representative/administration meeting referenced in Article 29.5, teams will review discipline data for the month no less than quarterly.~~
- 9.4.10 ~~That if unacceptable~~ ~~continuous disruptive~~ student behavior ~~occurs~~ ~~continues~~, at either's request, the principal, or supervisor, and the professional educator shall develop and implement a mutually acceptable ~~behavior-correction~~ ~~support plan~~ ~~Functional Behavior Analysis (FBA)/ Behavior Support Plan (BSP), Safety Plan, Supervision Plan~~ involving, as appropriate, the principal, supervisor, professional educator, student and parent(s) and other resource staff. ~~The plan must take into consideration the impact of issues related to the student's trauma, race, gender identity /presentation, sexual orientation, disability, social emotional learning, and restorative justice as appropriate for the student.~~ The plan could include, but would not be limited to, behavior contracts, ~~special education~~ Student Intervention Team (SIT) referral, involvement of appropriate community agencies, use of ~~time-out rooms~~ ~~reset/self-regulation spaces~~ or other activities. The plan shall include ~~the specific areas of concern to be addressed, a timeline for completion, and the responsibilities of the student, professional educator, administrator and others.~~ ~~a review of the specific areas of concern to be addressed, supports for professional educators to enable the implementation of all components of the CRTFI with fidelity, and the responsibilities of the student, professional educator, administrator and others, and a timeline for completion of the plan.~~ The behavioral assessment and planning will be implemented in alignment with requirements outlined in Oregon State Law and any other applicable requirements of the CBA . If a disability is suspected, a special education referral or 504 plan may be considered. If the student has an IEP, the Special Education case manager shall be included in the development of the plan.
- 9.4.11 If the ~~support~~ plan does not result in a change in the disruptive behavior, the administrator in conference with the professional educator will ~~review the student support plan for the student~~

and discuss the impact of issues related to the student's trauma, race, gender identity/presentation, equity, sexual orientation, disability, social-emotional learning, and restorative justice as appropriate for the student, and take additional steps as may be appropriate which are consistent with and guided by the Students' Rights and Responsibilities Handbook/Guide.

- 9.4.12 An allegation that a student has committed Threat/Causing Fear of Harm or Physical Attack/Harm upon a professional educator shall result in the **temporary** removal of the student from the responsibility of the professional educator pending administrative investigation of the incident, **consistent with state and federal law**. The administrator shall exercise appropriate progressive discipline as set forth above. ~~If the investigation shows Physical Attack/Harm did occur and the professional educator so recommends, the student shall not be returned to the affected professional educator's responsibility until a restorative reentry meeting and safety plan have been completed.~~
- 9.4.13 Any student found to have committed Threat/Causing Fear of Harm or Physical Attack/Harm upon a professional educator shall be immediately subject to appropriate discipline in accordance with the *Students' Rights and Responsibilities Handbook/Guide*. However, **the student shall be removed from class or school. A relevant and actionable Tier III intervention will be has been identified prior to their scheduled return. and a restorative reentry meeting and safety plan have been completed.** Prior to student reentry to the classroom a safety plan will be developed with the impacted professional educators' input and a restorative reentry meeting will be held. The intervention shall be communicated in writing to the student's guardians and all professional educators who are responsible for the student prior to the student's return to school or class. Regardless of the student's age or grade, the District shall ensure that student-services makes regular contact with the student while the student is out of the school. ~~there shall be a minimum of five (5) days suspension for a Threat/Causing Fear of Harm and mandatory expulsion for the remainder of the year for Physical Attack/Harm. The Superintendent, or Deputy Superintendent may modify the disciplinary consequences on a case-by-case basis. A report of the modifications of disciplinary consequences shall be provided to the Superintendent at least twice a year.~~

~~For PK-5 students, the minimum five (5) day suspension for Threat/Causing Fear of Harm shall not apply; however, an intervention shall occur and the Threat/Causing Fear of Harm will be documented. If the Threat/Causing Fear of Harm rises to the standard in law, a suspension may be allowed.~~

- 9.4.14 In accordance with **Oregon law and** the *Students' Rights and Responsibilities Handbook/Guide*, any student who has been involved in a violation of state or federal law regarding weapons at school shall be immediately suspended pending administrative investigation. If the investigation confirms that the student was in violation of state or federal law regarding **weapons firearms** at school, the student shall be reported to the appropriate law enforcement agency. The student shall be expelled from school for a period of not less than one calendar year **for possession of a firearm in accordance with ORS 339.250(7)**. The Superintendent, or the Deputy Superintendent or Area/Senior Director may modify the disciplinary consequences on a case-by-case basis. ~~The Superintendent, Deputy Superintendent, or Area/Senior Director may propose alternative programs of instruction or instruction combined with counseling for a student that are appropriate and accessible to the student. If alternative programs are appropriate for a student, the superintendent shall ensure that information about programs of instruction or instruction combined with counseling is provided in writing to the student and the parent, legal guardian or person in parental relationship with the student at least once every six months, or at any time the information changes because of the availability of new programs.~~ A report of the modifications of disciplinary consequences shall be provided to the Superintendent at least twice a year.
- 9.4.15 Any student making a serious or menacing threat of harm to the person, property or family members of a professional educator shall be immediately subject to appropriate discipline in accordance with the *Students' Rights and Responsibilities Handbook/Guide*.

- 9.5.1 The building discipline procedure (School Climate Plan) is under continuous review in a process as outlined in a District approved Inventory of Multi-Tiered System of Supports (e.g.: Tiered Fidelity Inventory (TFI)) as well as those domains included in the Fidelity of Implementation Tool (FIT) Assessment that pertain to strong and positive school culture and inclusive behavior/social emotional instruction. The principal and the Building Climate Team shall include the following minimum procedures in developing a written School Climate Plan to outline the building procedures for Tier 1, 2, and 3 supports and each building's behavioral matrix based off of the Student Rights and Responsibilities Handbook. Such procedures shall exist in each building or program. The process must be trauma-informed in accordance with District policies and regulations and State law.
- 9.5.2 Copies of the specific building discipline procedures/school climate handbook plan shall be clearly communicated to all staff during Professional Development (PD) before the start of each school year. Copies of the specific building procedures/school climate handbook plan shall be distributed to students and families by the end of the first week of school in the languages spoken in the building. Copies shall also be posted online on the school's website in all supported languages.
- 9.5.3 The District shall ensure that all School Climate Handbooks Plans are in accordance with the District/PAT Collective Bargaining Agreement, District policy, and State and Federal laws. Nonviolent Crisis Intervention strategies, relevant to the school, will be included in the building climate plan and implemented as designated in the plan.
- 9.5.4 The District shall ensure that all schools shall maintain a School Climate Team. Each member of the School Climate Team will complete training and the District shall provide substitutes as necessary when this training is taking place. Additionally, the School Climate Team will participate in ongoing training in implicit bias, antiracism, and culturally responsive practices. These would be in addition to the required implicit bias, antiracism, and culturally responsive practices training received by all staff. A designated Each cluster The Tier III Rapid Crisis Response Team(s) will be provided training in Nonviolent Crisis Intervention for responding to student crises.
- 9.5.5 During the preservice school climate professional development time, all staff will receive training in de-escalation strategies from the relevant portion of the Nonviolent Crisis Intervention training.
- 9.5.6 The District shall ensure that all schools establish and maintain a process to identify and implement school wide expectations (as contemplated by the CR-TFI) with students, teachers, and families using the following components of the CR-TFI as a guide:
- A. Behavioral Expectations
  - B. Faculty Involvement
  - C. Student/Family/Community Involvement
- 9.5.7 Using 1.10 (Faculty Involvement) and 1.11 (Student/family/Community Involvement) of CR- TFI, the District shall direct all schools to continue working towards the level of "Fidelity" in their Tier 1 work.
- 9.5.8 The District shall ensure that supports are available to facilitate this work including but not limited to:
- a. Scheduled trainings on the district-designated online learning platform. Learning Campus (required)
  - b. Funds available, as circumstances allow, to provide site-based trainings (e.g. implicit bias, antiracism, and culturally responsive practices) and provide sub coverage for staff, as well as extended hours to participate in identified professional development opportunities

- c. ~~School Climate Educator Directed~~ access to TOSAs, such as MTSS TOSA for development and follow-up
  - d. Professional development time **that is relevant and provided by the building climate team with educator input** before the first student day designated to update staff on past climate plan work and to review school wide expectations
  - e. At least an hour a month ~~monthly~~ in **professional learning and/or** staff meetings, as professional learning time allows, designated to building climate team work.
- 9.5.9 The District shall direct Office of School Performance (OSP) Leadership to seek monthly updates of school processes implementing the CR-TFI.
- 9.5.10 The District shall facilitate in-depth training for new building administrators on CR-TFI.
- 9.5.11 In the exercise of authority by a professional educator to ~~control and~~ maintain **an environment that is conducive to teaching and learning, order and discipline**, the professional educator may use reasonable and professional judgment concerning matters not provided for by specific policies adopted by the Board and/or federal and state laws or regulations.

## 9.6 Behavioral Supports

- 9.6.1 The purpose of the District-level program of behavioral supports and strategies is to foster **a sense of agency, self-efficacy, belonging and** a safe and supportive environment for students and professional educators. This will be accomplished through the implementation of a multi-tiered system of support, **which includes school-based mental health professionals, access to the clusterwide district-level mental health team(s), providing a minimum support of staffing of mental health school based teams pursuant to Article XXX (Mental Health & Wellness Supports)**, and other practices and engagement strategies.
- 9.6.2 The work of the ~~Department of Student Support Service (DSSS)~~ **Office of Student Support Services (OSSS) such as MTSS and Student Success and Health** will include:
- 9.6.2.1 Overseeing and assessing the behavioral support needs of the District;
  - 9.6.2.2 Building capacity within each school/program by working collaboratively with professional educators, building principals, and OSP Leadership;
  - 9.6.2.3 Reviewing school-based behavioral Tier 1 and Tier 2 supports in place at the school and in classrooms.
  - 9.6.2.4 Identifying **and supporting implementation of with fidelity** appropriate Tier 2 and Tier 3 evidence-based behavior interventions to support **all schools and programs**.
  - 9.6.2.5 Stabilizing critical situations for students and professional educators in a temporary capacity, until recommendations for support are communicated to the building principal, ~~Tiered Supports Team~~ **affected Professional Educators**, and OSP Leadership.
- ~~9.6.3~~ **Mental Health Teams:** Each Portland Public School ~~High School~~ **cluster** serving students in **PK-12** shall have a Mental Health Support Team composed of each category of professional educators in the following positions **described in Appendix XX1**. These individual positions shall each play a distinct and important role in providing complementary mental health support to the schools **within their assigned cluster** as described below. The District may add additional FTE to support the Mental Health of students, based on the needs of students in a given building. ~~These teams will collaborate~~

with the Rapid Response Team for that cluster to ensure the mental health and hygiene of Portland Public Students.

~~9.6.4 Tier III Rapid Response Team(s): The DSSS OSSS shall include 9 cluster a district-level Tier III Rapid Response Teams (RRT) which shall be tasked with overseeing and assessing the support needs of the District with a special focus on students, teachers, and buildings as a whole. Each cluster Rapid Response Team(s) will be housed in a school building in that cluster that currently serves students. Each RRT(s) will may be composed of at least: 1 (one) TOSA or OSA, 1 (one) QMHP & 2 (two) Student Success Advocates and/or Behavior Intervention Specialists (BIS). [Bargaining Note: This is replaced by the MOA on Mental Health Teams]~~

9.6.5 The terms of this Article do not in any way modify or replace the current staffing models for the school based mental health professional educators defined in Appendix XX1. No positions current to the 2023-24 school year shall be eliminated or moved due to the creation of these teams.

9.6.6 Access to Mental Health and Tier III Rapid Response Teams:

9.6.6.1 **Mental Health Teams will regularly connect with schools in their cluster to support building staff in the ongoing mental hygiene wellness of students.**

9.6.6.2 The Tier III Rapid Response Team will be deployed to schools when a student's behavior is unsafe or disruptive and when the school's climate team has determined building level support is insufficient.

9.6.7 The responsibilities of the Tier III Rapid Response Team (RRT) include but are not limited to:

9.6.7.1 Stabilizing crisis situations for student and professional educators;

9.6.7.2 Determining what existing personnel in the District and in the building can do to meet the support needs of students and professional educators identified by the team to support Tier III Behavioral Support; and

9.6.7.3 Determining when additional personnel and/or resources are needed to meet the support needs of students and professional educators identified by the team as follows:

A. ~~Unless the ISST professional educators and the RRT (s) working with the student determines the support is no longer needed; RRT Tier III staff will continue support of the student as a behavior/support plan is finalized and staff receive training through modeling on how to implement the determined plan. A minimum of 3 weeks (or 15 continuous work days, whichever is longer) that includes all of the following supports will be utilized:~~

1. Weekly meetings with the RRT as well as all adults supporting the student in the form of an Individual Student Support Team (ISST) assembled for the student.

~~2. Week 1: Additional behavior support personnel will provide 1:1 support in all student learning areas throughout the student's school day to ensure safety as well as to collect Antecedent/Behavior/Consequence (ABC) data. RRT members will also conduct teacher interview/s and will support the collection of any additional information & the completion of the first iteration of the student-centered Tier III function-based behavior support plan along with the ISST.~~

3. Week 2: Continuation of Week 1 with the addition of plan refinement and future planning.

4. Week 3: Evaluation of Next Steps:

- i. If data indicates adequate growth RRT will coordinate the gradual release of student support including the training of the on-site personnel who will continue to implement the Tier III behavior plan.
- ii. If data indicates insufficient growth, RRT will coordinate with the SIT, Climate Team and the office of Student Success and Health in order to provide additional staffing at the site.

#### 9.6 Full Continuum of Special Education Services

The District shall maintain a full continuum of special education services and sufficient seats in a variety of programs to meet students' identified special education needs.

#### 9.7 Duty Safety

- 9.7.1 All duty assignments will ensure that at least two professional educators/ administrators/ adults shall be assigned for student safety. At no time, will the number of assigned adults create a circumstance where students can be out of the line of sight of an adult.
- 9.7.2 The building administrator(s) shall make reasonable efforts to assign ~~avoid having~~ mental health professional educators (counselors, social workers, school psychologists, QMHP and similar individuals) duty with a professional educator outside of this job type. ~~in positions where they must be the professional educators disciplining students.~~ This language shall not preclude mental health professional educators from duty responsibilities.

#### 9.8 Personal Injury Benefits and Property Loss

- 9.8.1 Any case of Physical Attack/Harm or Threat/Causing Fear of Harm upon a professional educator while acting within the scope of ~~his/her~~ **their** duties shall be promptly reported in writing to the immediate supervisor who shall forward a copy to the appropriate Central Office Administrator and the Superintendent for investigation and resolution.
- 9.8.2 The District will create and maintain a packet of materials for professional educators who experience a physical attack/harm at work. Items in this packet will include but not be limited to information about workers' compensation, the collective bargaining agreement, leaves of absence, insurance benefits, and the employee assistance program.
- 9.8.3 The District shall reimburse professional educator for loss of or damage to personal property excluding the professional educator's automobile under the following circumstances:
  - 9.8.3.1 when the loss is a result of any Physical Attack/Harm or Threat/Causing Fear of Harm on the professional educator's person suffered during the course of employment.
  - 9.8.3.2 property stolen or damaged by the use of forcible entry on a locked container. Every school shall

provide a secure and lockable location for professional educators to use for such storage.

9.8.3.3 loss of the professional educator's work-related equipment when the use of that equipment has been approved in writing by the principal/supervisor providing that the equipment was stored in a locked container when otherwise not in use.

9.8.4 Reimbursement shall be at replacement cost (not exceeding actual cost) less any insurance or worker's compensation reimbursement. Reimbursement shall not be made for losses of less than Five dollars (\$5.00) or that portion in excess of one thousand dollars (\$1,000) and shall not be made when carelessness or negligence on the part of the professional educator was evident.

9.8.5 Professional educators shall cooperate and support the District in its investigation and resolution of any reported loss. The District shall provide assistance in attempting to investigate and/or reclaim other stolen or damaged personal property including automobiles.

## 9.9 Safety

9.9.1 A professional educator shall have the right to refuse to expose ~~himself/herself~~ **themselves** to immediate danger created by an unsafe working condition when such danger threatens substantial bodily injury or would be a significant health hazard to the professional educator. The professional educator shall give notice of the condition to ~~his/her~~ **their** supervisor and shall be subject to assignment to another location or duty while the condition is being investigated and/or corrected. The District recognizes the responsibility to make every reasonable effort to enhance the security of buildings and grounds as may be required through the use of necessary lighting and other safety precautions. The District shall comply with all state and federal OSHA requirements to post notice when non-routine cleaners, paints, sealants, and other chemicals are to be used at the worksite and shall take all reasonable steps, in good faith, to post such notices even where not required by state or federal OSHA.

### 9.9.2 Safety Committee

~~The District will provide a template that each building's safety committee will fill in and submit in order to identify school safety needs and priorities. All items must be specific to facility safety concerns and submitted through the established reporting process. At least one member of the school's Safety Committee will be trained on Heat mitigation and the use of the Heat Index Psychrometer. The Safety Committee's duties will include that address:~~

- ~~A. Completing the PPS Safety Audit Committee Inspection Checklist consisting of a facility assessment & site-based response plan that prioritizes a list of items requiring mitigation. The Safety Committee Inspection Checklist will be updated by mutual agreement of the parties within 90 days of the ratification of this agreement. Any updates will abide by Occupational Safety and Health Administration (OSHA) guidelines.~~
- ~~B. Developing and recommending an Escalation Plan (including the mitigation/immediate relief plan in 9.8.4) as part of the PPS Safety Committee Inspection Checklist.~~
- ~~C. Developing and recommending a Bbuilding-specific safety plan as part of the PPS Safety Committee Inspection Checklist for:
  1. Loss of Electricity, Internet and/or Water
  2. Presence of pests~~

3. Presence of mold, asbestos, smoke or other impacts to air quality
4. Presence of leaks
5. Extreme temperatures as defined in 9.14.3, and;
6. Any other sitewide environmental safety concerns

**[Bargaining note: Building specific-processes will not conflict with the law and/or District policies and procedures]**

- 9.9.2.1 Each safety committee will provide the list of recommendations of safety issues to the school administrator and Facilities Operation Manager before the end of September each year. PPS Facilities will use each building's Safety Audit Committee Inspection Checklist to prioritize and mitigate the environmental factors defined under 9.8.2.C that impact learning and teaching.
- 9.9.2.2 The District is committed to providing all potential immediate relief when possible, as well as long-term resolutions which include, but are not limited to, bond funded improvements.
- 9.9.2.3 This Safety Plan will be posted on each school's website by the end of the first week-month of the student year in all supported languages, as soon as available, and reviewed and updated throughout the year.
- 9.9.3 The District shall assure that there are emergency protocols at all worksites (including non- district worksites) where professional educators work. These protocols shall include procedures for supporting professional educators who experience Physical Attack/Harm and/or Threat/Causing Fear of Harm, as well as procedures for reporting and tracking environmental and facilities issues.
- 9.9.4 Mitigation and ~~plan/Immediate Relief plan~~

The District will provide an actionable plan that provides immediate relief for and/or mitigation of issues identified during the initial Safety Audit Committee Inspection Checklist conducted at each building by the Safety Committee. The actionable plan will include:

- A. An estimated timeline for the completion of the relief action that contains immediate relief, midterm relief, and long-term resolution.
- B. "Immediate relief" will mean within 2 weeks, with extreme temperatures (as defined in 9.14.3) mitigation being provided within 24 hours.
- C. "Midterm relief" will mean solutions that are not permanent but actionable within the work year.
- D. "Long-term resolution" will mean the solution that will resolve the issue completely.

#### Duty-Safety

~~All duty assignments will ensure that at least two professional educators/ administrators/ adults shall be assigned for student safety. At no time, will the number of assigned adults create a circumstance where students can be out of the line of sight of an adult.~~

~~The building administrator(s) shall make reasonable efforts to assign avoid having mental health professional educators (counselors, social workers, school psychologists, QMHP and similar individuals) duty with a professional educator outside of this job type, in positions where they must be the professional educators disciplining students. This language shall not preclude mental health~~

~~professional educators from duty responsibilities.~~ [MOVED TO 9.7]

9.10 Field Trips

A professional educator may request additional supports for a field trip or other excursions to reasonably ensure the safety of all involved. The District will provide additional supports to special education students as specified in their IEPs.

9.11 Student Behavioral Records

9.11.1 Student behavioral records shall be accessible to the receiving professional educator.

9.11.2 School officials shall set up procedures so that information about students with records of violence including weapon violations shall be available, in accordance with the law, to members who “need to know” as a result of an assignment to teach or supervise the student.

9.11.3 Reports from county/state/city law enforcement/courts concerning student information that may inform professional educators about potential safety issues shall be shared on a need to know basis. The District shall maintain a system to distribute these alerts on an ongoing basis.

9.12 The District shall provide a legal defense and indemnification to professional educators arising out of tort claims for any alleged act or omission occurring in the performance of the professional educator’s duty in accordance with, but subject to, the limitations provided in ORS 30.285 and 30.287. Professional educators shall cooperate with the Board and counsel in connection therewith as provided in ORS 30.287(2).

9.13 All building handbooks shall be consistent with District policies concerning mandatory reports to the Department of Human Services (DHS). Principals shall not direct or encourage professional educators to make such reports with administration or others in lieu of reporting to DHS as required by law.

9.14 Environmental Safety

9.14.1 ~~[MOVED from 9.7.2]~~ The District shall furnish employment and places of employment which are safe and healthful for professional educators, and shall furnish and use such devices and safeguards, and shall adopt and use such practices, means, methods, operations and processes as are reasonably necessary to render such employment and places of employment safe and healthful and shall do every other thing reasonably necessary to protect the life, safety and health of such professional educators.

9.14.2 The District shall ensure that the number of students assigned to a CTE classroom meets basic safety standards based upon the equipment required by the CTE course.

9.14.3 When temperatures reach below sixty (60) degrees and/or the heat index reaches above eighty-five (805) degrees in a professional educator’s work setting (for example, classroom or office), the following shall occur:

- A. The educator will inform their administrator of the conditions outlined in 9.14.3 in writing;
- B. The district will provide relief according to the process outlined in 9.8.2 and the PPS Heat Mitigation Plan;
- C. If the temperature cited in 9.14.3 occurs during the student day, the district will

provide an alternative space for learning as outlined in the PPS Heat Mitigation Plan;

- D. If the temperatures cited in 9.14.3 occur outside of the student day, the professional educator will have the ability to complete their work duties and planning in an area without temperature stress. The professional educator will inform the administrator of their new location in writing.

**[Bargaining Note: The temperatures in this section refer to OSHA regulations and the PPS Heat Mitigation Plan. They are intended to be in alignment with that plan.]**

- E. If all of the above do not occur and the hazardous environment continues, educators may use article 9.9.1, if applicable, to refuse to expose themselves to immediate danger created by an unsafe working condition when such danger threatens substantial bodily injury or would be a significant health hazard to the professional educator.

9.14.4 When there is evidence of hazardous conditions as described under 9.9.2.C, in a professional educator's work setting (for example, classroom or office), the following shall occur:

- A. The educator will inform their administrator of the conditions outlined in 9.9.2.C in writing;
- B. The district will provide relief according to the process outlined in 9.9.4;
- C. If the hazardous conditions cited in 9.9.2.C occur during the student day, the district will provide an alternative space for learning;
- D. If the hazardous conditions cited in 9.9.2.C occur outside of the student day, the professional educator will have the ability to complete their work duties and planning in an area that is clean free of hazardous conditions as described under 9.9.2.C

9.14.5 A professional educator shall not be made to work in any building that is without electricity for more than 2 hours or whose lack of electricity creates the hazardous environment as described in 9.9.2.C . Building administrators shall immediately notify the District and the building shall be closed until the hazardous conditions have been resolved in accordance with 9.8.4. No professional educator shall suffer a reduction in pay due to a building closure caused by hazardous conditions as described in 9.8.2.C.

9.14.6 All classroom/office spaces will have ~~interior locking~~ doors that lock from the inside.

**[Bargaining Note: 9.14.6 refers to staff and student occupied spaces.]**

9.14.7 Professional educators working with students shall have Voice Over Internet Protocol (VOIP) device access by the start of the 2024-2025 school year. Every building will have a school safety plan to account for the lack of VOIP device access during emergencies.

9.14.8 All windows in any room in which a professional educator must work shall have working blinds or working window coverings that close.

Article 9 Tentative Agreement

  
\_\_\_\_\_  
For the Association

11/24/23  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
For the District

11/26/23  
\_\_\_\_\_  
Date

## **ARTICLE 10 ACADEMIC FREEDOM AND INSTRUCTION**

### **10.1 Academic Freedom**

- 10.1.1 Professional educators shall be guaranteed academic freedom in instructional presentations and discussions and in faculty discussions of education policy. Professional educators may introduce controversial materials provided such presentations, discussions, and materials are appropriate and relevant to course content and grade level subject to accepted standards of professional responsibility (see PPS Academic Freedom in the Instructional Program 6.20.011-AD as of 03-15-13).
- 10.1.2 The District shall consult with professional educators over decisions regarding the selection of districtwide textbooks. Within generally accepted professional and content standards, professional educators are responsible for determining the supporting materials and methods used for day to day instruction, including differentiating instruction based on student needs.

### **10.2 Student Grades**

Student grades issued by a teacher shall not be changed by a supervisor or altered due to software limitations of the District's grading system unless a substantive reason clearly exists. This Section shall not be interpreted to cause a teacher(s) to assign grades in any manner which deviates from general district-wide practices. If an administrator changes a student grade, such administrator will notify the teacher in writing of such change, and the reason(s) for such change.

- 10.3 The parties will convene a work group to evaluate and seek mutually agreeable policies and procedures regarding intellectual property issues

### **10.4 Instructional Time**

**The District and Association recognize and value instructional time. To that extent the district commits to having a standardized assessment footprint that, as a target, aims to have the total average time of all district mandated standardized assessments to not exceed 0.65% of instructional time at each grade level as calculated by the district based on the assessment guidelines of each assessment provider. This does not include State and Federal assessments and assessments chosen by educators to inform their instruction or required for identification or monitoring of special education services, eligibility or determination of English language proficiency.**

- 10.5 **Ownership of Materials and Publications: Unless otherwise provided by a separate contract, the respective rights of an employee and the District as to ownership of materials and publications developed by the employee are to depend upon the origins of the material in question, as follows:**

- 10.5.1 **If the materials were developed by the employee as a project commissioned by the District, or in fulfillment of a specific job assignment, the materials are the exclusive property of the District. (e.g., a course outline developed by a TOSA for that purpose).**
- 10.5.2 **If the materials were developed by the employee independent of regular duties, and on the employee's own time and without use of District resources, the materials are the exclusive property of the employee (e.g., working at home, English teacher with personal interest in computers develops a software package for tracking and computing grades; or teacher writes textbook on own time, drawing upon prior District experience).**



TA  
B. [Signature]  
8/31/23

[Signature]  
8-31-23

ARTICLE 11  
SCHOOL IMPROVEMENT COUNCILS

11.1 Purpose

The District and the Association agree to establish a process for involving professional educators in enhancing the quality and effectiveness of education for the purpose of improving student knowledge, skills and attitudes. The District and the Association agree to comply with the school site council requirements of the 21<sup>st</sup> Century Schools Act.

11.2 District Site Committee

The Joint Contract Administration Committee will function as the District Site Committee in matters related to the 21<sup>st</sup> Century Schools Act. The Joint Contract Administration Committee shall be solely responsible for establishing its own procedures for compliance with this Act. ~~Contract Administration shall be responsible for determining the procedures by which the site committees function.~~ Any such procedures shall be in compliance with the Agreement between the District and the Association.

11.3 Council Participation

Participation by professional educators on a school site council shall be voluntary. Council members shall be allotted as provided by law. The Association shall develop the rules by which the elections of professional educators shall be conducted. The head PAT representative shall conduct an annual secret ballot election no later than October 15 to select professional educators to the council.

11.4 Council Roles ~~and~~ Responsibilities and Information Access

Actions and decisions of the council will be in accordance with law, existing Board policies, established administrative procedures and applicable collective bargaining agreements. Achieving consensus among site council members is a desired operational goal. If consensus is not reached, the council shall make its determination by majority vote. Professional educators on site councils shall be given copies of the site budget and other public documents upon request. ~~Building based budgets shall be given to PAT October 1, February 1, and June 1 of each year. The budgets shall be made available upon request to PAT Bargaining Unit members and parents or caretakers of students.~~ **Financial data shall be made available upon request to PAT Bargaining Unit members and parents or caretakers of students.**

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~~11.5 Building Based Budgets~~

~~Building based budgets shall be given to the Site Councils at each school and a copy shall be given to PAT October 1, February 1, and June 1 of each year. The budgets shall be made available upon request to PAT Bargaining Unit members and parents or caretakers of students.~~

11.6 Implementation of Decisions

Prior to implementation of a council decision, it shall be communicated in writing to the professional educators at the school worksite. Changes proposed by a site council may not violate any portion of the PAT/PPS Collective Bargaining Agreement (CBA). If the Association believes a council action/program change may violate the CBA, the proposal shall not be implemented until it has been reviewed in Contract Administration and the District and the Association mutually agree that the action/program change does not violate the CBA. Once a decision is finally reached, it shall be implemented by all at the site. ~~However, if requested by twenty five percent (25%) of the professional educators, the pending decision shall be put to a vote of the professional educators. To implement the decision, a majority of those participating in the vote shall be required.~~

11.7 Meetings

When school site council meetings are held, business will be conducted by those members present. ~~Council meetings will be held within the bounds of the school workday and workweek. The District and the Association shall consider requests from school site councils asking for an exception to the meeting time requirements of this section. If meetings are held during an educator's planning time or~~

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**outside of regular contract hours, professional educators shall be paid their hourly rate or provided an equivalent amount of release time.**

11.8 Training of Councils

The District and the Association will cooperate in the development of training programs. Costs of training shall be paid by the District.

## 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 **6.25%**. ~~The 2024-2025 salary schedule shall be increased by 4.5%. The 2025-2026 salary schedule shall be increased by 3%.~~
- 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 ~~Beginning the 2021-2022 school year, p~~Professional educators who have bilingual or multilingual ability relevant to the assignment (as defined in 1.1.4) and who have demonstrated proficiency (as defined in 1.1.1) will receive a \$1500 annual stipend. [BARGAINING NOTE: Moved this clause 12.1.6 and strike the language of the current 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.~~

### 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 “5<sup>th</sup> year” program for licensure, new professional educators shall be given credit for the hours required following the Bachelor’s degree for completion of a “5<sup>th</sup> year” program up to a maximum of forty-five (45) quarter hours. Currently employed professional educators, who have completed a “5<sup>th</sup> 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+0 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:
- a. 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.
  - b. 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.
  - c. **The District shall use form appropriate to CTE 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 Initial placement for social workers shall be determined the following way:**
- a. 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),
  - b. **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,**
  - c. 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).
- 12.2.2.13 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** ~~BA + 15~~ 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 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.~~
- 12.6.2.5 Rate of pay for teachers of in-service classes shall be 2.0 times the base salary daily rate per credit hour.
- 12.6.2.6 Professional Educators of Outdoor School and other overnight field trips 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.
- 12.6.2.7 Rates of pay for professional educators for each half-day session of Summer School shall be 3.2

times the base salary daily rate.

~~12.6.2.8 Educators who use bilingualism in~~ GR 11/26/23

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.

**Article 12 Tentative Agreement**

  
\_\_\_\_\_  
For the Association                      11/26/23  
Date

  
\_\_\_\_\_  
For the District                      11/26/23  
Date



## **ARTICLE 13 INSURANCE PROTECTION**

### **13.1 Health and Welfare Trust**

13.1.1 The District and the Association agree to continue participation in the School District No. 1 Health and Welfare Trust per the Trust Agreement as adopted November 9, 1972, and any amendments thereto.

13.1.2 Subject to the qualifications stated below, the monthly District contribution to the Trust toward the costs of health insurance benefits, including medical, dental, vision, prescription drug, and group term life insurance, and associated administrative costs and Trust reserves for full-time professional educators, and their eligible dependents and domestic partners is as follows:

13.1.2.1 The District shall contribute for full-time eligible professional educators and their eligible dependents and domestic partners ninety-three percent (93%) of the PAT composite premium.

13.1.2.2 The professional educators shall pay any remaining amount of the PAT composite premium as a payroll deduction. Such payments shall continue to be paid as a tax-sheltered employee deduction as permitted by IRS regulations.

13.1.2.3 Group term life insurance with accidental death and dismemberment (AD&D) shall be provided with a benefit of \$50,000. Professional educators covered by health insurance benefits shall have the ability to purchase additional coverage by payroll deduction.

### **13.1.3 Long Term Disability**

All eligible professional educators must enroll in Long Term Disability (LTD) coverage. The Association shall be responsible for setting the eligibility and plan requirements. The full premium cost of the LTD plan shall be paid by the professional educators.

### **13.1.4 Insurance Coverage**

Professional educators may opt out of medical, dental, vision, prescription drug benefits, and additional life insurance. Neither the District nor the professional educator shall make payments to the Trust for those who opt out. However, these professional educators shall be enrolled in the \$50,000 group life insurance with AD&D at the District's expense and in the LTD plan at the professional educator's own expense. ~~This opt out provision shall expire one year after the successor to this Agreement is ratified. However, the change will not be implemented until the start of the first plan year thereafter.~~

13.1.5 The benefits in existence on the date of execution of this Agreement, including the provisions identified in Appendix F, shall be maintained by the District for the full term of this Agreement, except if mandated by a new state insurance plan.

13.1.6 The District shall make this contribution from September through August of the school year. As used in this Paragraph, the words "through August" refer to the payment made by the District in early August, even though the professional educator contributions remitted by the District for such payment may have been deducted from July payroll checks. Before such payment per month, as indicated above, is required with respect to a professional educator, the Trustees shall certify to the District that the professional educator (himself or herself) has such medical/hospitalization coverage through the Trust. A full contribution shall be made by the District for professional educators having a work schedule of seventy-five percent (75%) or more of a full-time professional educator. The District shall make a contribution of fifty percent (50%) of the composite rate for professional educators having a work schedule of fifty percent (50%) up to seventy-five percent (75%) of a full-time professional educator.



13.1.7 For temporary professional educators, the District shall make a contribution to the Health and Welfare Trust in accordance with 13.1.2 for two (2) months following the end of the standard work year, as defined in Section 6.2, if the temporary professional educator(s):

13.1.7.1 worked at least half-time, and worked at least half of the contract year, and finished the contract year in a bargaining unit position; or

13.1.7.2 worked at least half-time and is retained in a bargaining unit position for the following school year.

13.1.8 Professional educators on unpaid leave of absence shall not suffer loss of benefit in excess of the period of time not worked during the regular work year. If paid leave extends up to the beginning of winter, spring and/or summer recess periods, such recess periods shall not count as time not worked.

13.1.9 The District shall assure the continuation of a tobacco abatement program, through the Health and Welfare Trust, for professional educators and their families.

13.2 Liability Insurance

The District shall provide, on a fully paid basis, bodily injury, liability and property damage insurance coverage, to the limits carried by the District for the use of automobiles owned, leased or hired by a professional educator while in the normal course of his/her their duties as an employee of the District. This coverage shall apply only as excess insurance over and above other valid and collectible liability insurance carried by the professional educator. The District may require as a condition to this coverage that before the vehicle is used on District business, the professional educator provide a license of insurance showing that he or she has at least the minimum amount of insurance required to license a vehicle in the State of Oregon. The District will reimburse the professional educator for any deductible cost the professional educator is required to pay, as a result of an on-duty accident, not to exceed five hundred dollars (\$500). Reimbursement will not be made if the professional educator is convicted of or admits to driving under the influence of intoxicants or with a suspended license.

13.3 Professional Association Insurance Program

The District shall recognize the rights of the Association to select carriers of insurance programs where membership in said program is contingent upon membership in the Association. Subject to the mechanical limits of the District's payroll system, the District shall make available payroll deductions for professional educators participating in such insurance programs.

13.4 The District will continue the I.R.C. Section 125 Flexible Benefit Plan during the term of this Agreement.


13.5 Domestic Partners


Insurance coverage for same sex and opposite sex domestic partners shall be provided the same as spousal benefits. The definition of domestic partner is included as Appendix C.

13.6 Employee Assistance Program (EAP)

The District shall continue to provide an Employee Assistance Program (EAP) that allows each professional educator to refer themselves confidentially to the EAP provider.

Article 13 Tentative Agreement

  
For the Association  
Date 11/20/23

  
For the District  
Date 11/20/23

**ARTICLE 14**  
**MILEAGE, PARKING AND PROCUREMENT CARDS (P-CARDS)**

14.1 Mileage

14.1.1 Eligibility

Professional educators who regularly use their automobiles for on-the-job travel shall be entitled to mileage reimbursement provided they have on file with the District a current proof of insurance from their insurance company verifying they have insurance coverage at least equal to the State of Oregon minimum requirement for registering a vehicle in the State.

14.1.2 Reimbursement

Mileage shall be reimbursed at the IRS rate. If during the life of this Agreement, the IRS rate changes, the District will change its reimbursement within thirty (30) days of the effective date of the new IRS approved amount. Professional educators required to use public transportation for on-the job travel, or who are approved for a daily-use car rental, shall receive reimbursement for the fare/rental providing they submit the required verification, or supervisor authorization.

14.1.2.1 Each year, any professional educator who must travel frequently as part of the regular assignment shall designate which of ~~his/her~~ **their** assigned buildings is ~~his/her~~ **their** home building. The professional educator shall use the District approved form to notify the account payable department of this designation.

14.1.2.2 Mileage between the home building and the professional educator's residence is not eligible for reimbursement.

14.1.2.3 For the first instance of travel on any given work day, the professional educator will be reimbursed for any mileage greater than the distance between ~~his/her~~ **their** residence and ~~his/her~~ **their** designated home building.

14.1.2.4 Any travel after the first daily instance, but prior to the end of the work day, shall be reimbursed.

14.1.2.5 The mileage between the final work site and a professional educator's residence will only be reimbursed if it exceeds the mileage between the designated home building and ~~his/her~~ **their** residence. Only the excess mileage shall be reimbursed.

14.1.2.6 Consistent with IRS regulations and District policies and procedures, the District's Mileage Expense Reimbursement Request Form must be submitted no later than sixty (60) days from the date the actual expense was incurred. If a professional educator submits for reimbursement beyond the sixty (60) day limit, the amount of reimbursement shall be reduced by the amount of employer and employee associated taxes.

14.2 Parking/Commuting

14.2.1 At locations where the District has parking for teachers:

14.2.1.1 Professional educators with disabled person parking permits (either temporary or permanent) shall be given priority to receive teacher parking closest in proximity to entranceways to the work site.

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14.2.1.2 Itinerants shall be given a reserved staff parking spot.

14.2.2 The District and the Association will jointly explore ways to improve and reduce the costs of commuting for professional educators.

**14.2.3 In recognition of the challenges at certain District locations related to parking access for professional educators, the District will convene a work group to assess the parking and other transportation needs for each of its locations and to provide a recommendation for future action no later than June 1, 2024.**

14.3 Procurement Cards (P-Cards)

14.3.1 Eligibility

The District shall determine the professional educators who will be authorized for a P-Card based on business needs of the District for the purpose of making authorized purchases or payments on behalf of the District. The District shall place the application for the P-Card on the District website. A professional educator must obtain ~~his/her~~ **their** supervisor's approval in order to apply. Professional educators shall complete District training on P-Card usage prior to obtaining a card, and reconciliation training prior to the first month's reconciliation for that professional educator's card.

14.3.2 Usage

Professional educators approved for a P-Card are responsible for following the District P-Card Manual(s), assuring that all purchases are for appropriate use as defined in the manual, retaining all documents and receipts, providing those documents when requested by the District, and reconciling P-Card transactions as required by the District.

14.3.3 Notification to the Association

The District shall notify the Association of any changes to the P-Card Manual(s). Upon request, the District will provide a list of professional educators who are currently authorized for P-Cards. In addition, the Association and the District shall mutually agree to changes to discipline resulting from P-Card misuse, and changes to the usage of the P-Card that result in new out-of-pocket expenses for professional educators. The Association may offer suggestions on other changes to the P-Card Manual(s).

For the Association: 

For the District: 

8/28/23

8/28/23



## ARTICLE 15 RETIREMENT

### 15.1 Unused Sick Leave

Pursuant to Chapter 646, Oregon Laws 1973 (Senate Bill 622), the District shall request that the Public Employees Retirement Board add to the gross amount of salary used in determining the “final average salary” as defined in ORS 237.003(12) (for utilization in determining total retirement allowances) the monetary value of one-half (1/2) of the accumulated unused sick leave for each professional educator of the District.

### 15.2 Early Retirement Incentives

#### 15.2.1 Insurance

15.2.1.1 The District shall contribute to the School District No. 1 Health and Welfare Trust the cost of medical/hospitalization prescription plan for professional educators who:

- a. elect early retirement and are eligible to retire under the Public Employees Retirement System (PERS);
- b. have completed at least fifteen (15) years of service with the District by September 30, 2020;
- c. are at least sixty (60) years of age eligible to retire with PERS, but not yet eligible for Medicare; and
- d. are eligible under such plan then offered by the Trust.

15.2.1.2 The District shall pay one-half (1/2) of the cost for the spouse/or domestic partner (as defined in Appendix C) of the retiree enrolled in the Plan.

15.2.1.3 For retirees, the list of benefits in existence on the date of execution of this Agreement shall be maintained by the District for the full term of this Agreement.

15.2.1.4 Professional Educators eligible under this section may self-pay the ~~for such~~ cost of benefits following the exhaustion of the entitlement set forth above ~~shall be available for qualified early retirees exercising this option to age sixty (60). This provision shall also apply~~ for up to five (5) years or until eligible for Medicare, whichever comes first, for professional educators who become unable to work because of disability as determined by PERS or the Disability Insurance Program provided by the Health and Welfare Trust. A qualifying retiree below age sixty (60) must elect to have District contributions commence upon retirement, but the District shall then cease its contributions at the end of sixty (60) months. Such professional educator may continue to maintain his/her coverage on a self-pay basis until age sixty-five (65).

#### 15.2.2 Stipend

15.2.2.1 The District shall provide an early retirement incentive of four hundred twenty-five dollars (\$425) per month to professional educators of half-time or more who elect early retirement.

15.2.2.2 To qualify, professional educators must meet the following criteria:

- a. They must be eligible to retire under the Oregon Public Employees Retirement System; and
- b. They must have accumulated fifteen (15) years of service with the District by September 30, 2020.

15.2.3 Such payments shall extend for sixty (60) months or until the professional educator reaches age sixty-two (62), whichever is first. A professional educator must give written notice of retirement no later than sixty (60) days prior to the effective date. Upon death of a professional educator receiving the early retiree incentive, the remaining payments will be made to the surviving spouse or estate of the retiree.

15.2.4 The District and Association shall form a workgroup to meet and explore alternatives to early retirement incentives for Tier 3 professional educators that will serve as an incentive to retain mid-career members and to be cost neutral to the District.

### 15.3 Early Notice of Retirement

Professional educators who give early notice of retirement shall receive early notice incentives in accordance with the provisions of Section 18.2.

### 15.4 Re-employment of Retirees

Professional educators who retire under the Oregon Public Employee Retirement System ("PERS") on or after December 1, and who the District re-employs between the Retiree's PERS retirement date and June 30 ("Retirees") are eligible for the benefits under this section.

#### 15.4.1 The Retiree

15.4.1.1 Must have a PERS retirement date on or after December 1, and no later than June 1;

15.4.1.2 Must have submitted a written District Resignation Form ending District employment prior to the Retiree's PERS retirement date; (Note: Under PERS rules the PERS retirement date is the first of the month after an employee ends District employment. For example, if a professional educator ends employment on the last contract day before Winter Break, ~~his/her~~ **their** PERS retirement date would be January 1. If a professional educator ends employment on January 1, ~~his/her~~ **their** PERS retirement date would be February 1.); and

15.4.1.3 Must declare in writing his/her request to begin a new employment relationship with the District as a Retiree in the Retiree's prior position through the end of the work year or June 30, whichever first occurs. This written notice must be submitted to the District as part of the District Resignation Form no later than thirty (30) calendar days before the PERS retirement date.

15.4.2 The District will report all unused earned sick leave to PERS, except as stated in Section 15.4.4.2.c.

15.4.3 A Retiree will be re-employed by the District in the position that the Retiree held on the Retiree's date of resignation only if all of the following conditions are met:

15.4.3.1 The professional educator elects to retire between December 1, and June 30 of that school year; and

15.4.3.2 No internal transfer options are identified; and

15.4.3.3 There is no one on layoff status who is qualified for the position.

15.4.4 Any period of reemployment between December 1, and June 30, is a new employment relationship between the Retiree and the District as outlined below:

15.4.4.1 A re-employed Retiree is expected to demonstrate reliable and regular attendance at work and meet all expectations of the assignment.

15.4.4.2 Pay and benefits for re-employed Retirees are set forth below:

a. Insurance coverage under the District's insurance for active employees shall continue through July 31, if permitted by the terms of such insurance.

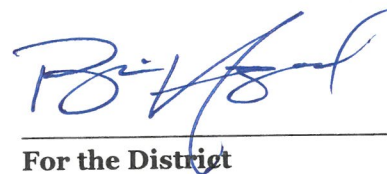
b. Retiree will be paid at ~~his/her~~ **their** pre-retirement rate of pay, less the 6% PERS pickup.

- c. Retiree will retain one (1) day of sick leave for each month worked, beginning the first month after his/her retirement date, and ending with the month in which the work is completed or June 30, (whichever comes first), but will not be eligible for any other District paid leaves.
- d. Retirees will not have access to professional growth or professional improvement funds.
- e. The PAT/PPS collective bargaining agreement may contain other pay or insurance provisions that apply. A Retiree performing duties such as coaching or advisor work following his/her retirement date is paid pursuant to the District/PAT collective bargaining agreement and time spent performing such extra work counts as hours for the purpose of the PERS maximum hours calculation.
- f. For purposes of clarifying the language under the PAT/PPS collective bargaining agreement regarding the Early Retirement Incentive Stipend ("ERI"), a Retiree will begin to receive the ERI upon retirement, which means "separation from service" under Internal Retirement Code Section 409A. The ERI is intended to comply with the requirements of Code Section 409A, and will be interpreted in a manner consistent with the intent.

- 15.4.5 This new employment relationship between the District and the reemployed Retiree will end on the last day of the work year in June. In no event will the Retiree's reemployment extend beyond June 30.
- 15.4.6 Promise of employment as a Retiree after the end of the contract year in which he/she retires is neither stated nor implied.
- 15.4.7 Section 15.4 shall expire one year after the successor contract is ratified.

**Article 15 Tentative Agreement**

  
\_\_\_\_\_  
For the Association                      Date                      11-16-23

  
\_\_\_\_\_  
For the District                      Date                      11/16/23



## **ARTICLE 16 EXTENDED RESPONSIBILITY**

- 16.1 Professional educators with an extended responsibility assignment as set forth in Appendix B, attached to and incorporated in this Agreement, shall be compensated in accordance with the provisions of this Agreement without deviation.
- 16.2 Extended responsibility pay is for activities and responsibilities performed, primarily outside the standard workday. It is understood that, except for those that are extensions of the classrooms or job assignment, extended responsibility pay positions are voluntary. Extended responsibilities may require work outside of the standard workday and/or work year. If there is a desire to change or increase these requirements, the District or Association must refer the changes to the extended responsibilities committee. Only mutually agreed upon changes shall be implemented.
- 16.3 Extended responsibilities that are an extension of the assignment are indicated in Appendix B by (\*). Such extended responsibilities shall be required and shall be automatically calculated in the professional educator's salary. If the school does not have a regular classroom assignment (e.g., no newspaper class), the extended responsibility would not be included under this section. In such cases, the extended responsibility would be voluntary. Extended responsibilities that are an extension of the assignment as indicated in Appendix B by (\*) are covered by Article 8.
- 16.4 When part-time professional educators hold an extended responsibility, the percentage of the extended responsibility shall be determined by the portion of the responsibility for which they are responsible. For example, a .5 FTE professional educator who is responsible for a full coaching extended responsibility shall be paid 100% of the extended responsibility rate. However, a .5 FTE TOSA shall receive .5 of the extended responsibility rate with the expectation that ~~she/he~~ **they** perform .5 of the extended responsibility duties.
- 16.5 Professional Educators shall not be required to participate in non-district sponsored activities as a prerequisite to being placed in extended responsibility positions.
- 16.6 Professional Educators may request information regarding the general expectations for the extended responsibility assignment before accepting the assignment.
- 16.7 The Extended Responsibility Base rate shall be the ~~BA+15 BA~~, step 1 rate. All extended responsibility percentages in Appendix B shall be calculated using this base rate.
- 16.8 Placement on the extended responsibility schedule shall be based on prior experience in the particular position. However, experience in a category with more than one level shall apply to another level (e.g., vocal music A and B). Experience as an assistant coach shall not be counted toward experience as a head coach.
- 16.9 Experience credit shall be given for each year in a particular extended responsibility position.
- 16.10 With the exception of extended responsibility positions that are an extension of the classroom or assignment, extended responsibility positions are voluntary, but when filling these positions, the District will give first priority to current bargaining unit members.
- 16.11 Educators who volunteer and are approved to lead student affinity groups before school, during student-lunch times, or after school shall be provided a release period or Extended Responsibility at 3% of the base salary. Bargaining unit members who co-lead an affinity group will receive a prorated extended responsibility pay. The district shall dedicate funding for affinity groups. The affinity groups will be determined by the administrator based on the student population, needs, and interest within each school. Whenever practical, affinity group providers should mirror the affinity population of students. ~~Educators of color who led affinity groups during 2019-2020 or 2020-2021 shall be considered when determining paid affinity group leader positions for the 2021-2022 school year. In addition, the District will fill the affinity group positions following Article 16.10.~~



## ARTICLE 17 LEAVES

### 17.1 General Provisions

#### 17.1.1 Leave Applications

- 17.1.1.1 All applications for and approval of leaves shall be in writing.
- 17.1.1.2 Leave applications must be made to the appropriate leave category (e.g., sick leave, family illness leave, personal leave, bereavement leave).
- 17.1.1.3 Paid and unpaid leaves for professional educators set forth in this Article are intended to be used only for their intended use.
- 17.1.1.4 A leave day is equal to eight (8) hours of leave time. Professional educators shall not be required to use leave time when missing the ~~two-hour~~ **90-minute staff** meetings or training sessions that are beyond the workday as described in Section ~~7.12.1.1~~ **7.10.1**.

17.1.2 The District shall comply with Federal, State and local laws regarding leaves, including but not limited to the Family and Medical Leave Act (FMLA) and the Oregon Family Leave Act (OFLA), the "School Employee Sick Leave Statute" ORS 332.507, ~~and the "Sick Time Statute" ORS 653.601 - 653.616,~~ **and the Paid Family Medical Leave Insurance Law (PLO) ORS 657B.**

17.1.3 All PPS Leave Guidelines made available to PAT members shall conform with the provisions of this article and shall not include guidelines/information about other bargaining groups/non-represented employees unless clearly labeled as such.

17.1.4 **Professional educators shall have the right to choose whether they wish to supplement PLO benefits with a all or a portion of pro-rata share of their accrued sick leave to fully replace their pay. ~~"unless they elect not to have PLO benefits supplemented by their accrued sick leave."~~ *[PAT asserts this qualifier is unnecessary; members always have a choice about whether or not to pursue what they are entitled to.] [To comply with SB 913].***

17.1.5 **Employees who need leave for reasons that qualify under OFLA/FMLA, PLO or for reasons related to domestic violence, sexual assault, harassment, or stalking may choose to apply for PLO benefits.**

### 17.2 Paid Leaves

#### 17.2.1 Sick Leave

##### 17.2.1.1 Accumulation

- a. Professional educators shall be granted **at least** ten (10) days sick leave, which includes the statutory requirement during each school year. Such sick leave shall be credited to said professional educators on the first contract day of the school year. Professional educators who begin service after the beginning of the school year shall receive one (1) day of sick leave for each payroll month remaining in the school year with all such days being credited on the professional educator's first day of employment.
- b. A professional educator who uses ~~his/her~~ **their** annual sick leave accrual and subsequently resigns for reasons other than illness or retirement prior to completing the work year, shall be obligated to refund the District an amount equal to one (1) day sick leave for each month not worked. The District shall deduct such amount from any final pay due the professional educator.
- c. Professional educators on extended work year and/or Summer School shall be

credited with one (1) additional sick leave day for each additional twenty (20) days worked not to exceed a total of twelve (12) days of sick leave credit per fiscal year.

- d. The total unused sick leave days can be accumulated and shall be unlimited in accordance with state statutes.
- e. A professional educator who has accumulated sick leave during employment in another Oregon school district shall be entitled to transfer any accumulated sick leave from such district upon proper verification. The transfer of sick leave accumulated with another Oregon district shall be effective when the professional educator has completed thirty (30) working days in the District.
- f. **Professional educators who have exhausted their accumulated sick leave may choose to use any accrued, unused family illness days, as provided in 17.2.2, for any purpose for which they could use sick leave.**
- g. When a professional educator has exhausted ~~his/her~~ **their** sick leave, ~~s/he~~ **they** shall receive additional leave equal to one (1) day for each school year of at least 135 days of service in this district at two-thirds (2/3) of **their** ~~his/her~~ daily rate under **their** ~~his/her~~ basic salary. Credit for any year can only be utilized once.
- h. Professional educators shall not be credited with any sick leave with respect to periods during which they are on an unpaid leave of absence from work with the District of more than one (1) month duration.

#### 17.2.1.2 Utilization

- a. Professional educators who are absent because of personal illness or medical/dental appointments shall receive compensation during such absence in accordance with provisions pertaining to sick leave allowances.
- b. A professional educator working an extended contract beyond the normal school year or during Summer School, may charge absences due to personal illness to ~~his/her~~ **their** sick leave account. The District shall pay the cost of any required substitute.
- c. Professional educators on any extended leave (more than one (1) month) will not be charged with days of sick leave or paid for days of illness during such leave, except when an illness or injury is the factor which entitled the professional educator to the leave in question.
- d. **In addition to receiving paid leave benefits under the PLO program or District's approved equivalent plan, a professional educator may charge against ~~his/her~~ **their** accumulated sick leave for up to twelve (12) weeks following the birth, ~~or~~ adoption, or foster care placement of a child to achieve replacement of their pay. If the professional educator has accumulated sick leave remaining after exhausting PLO benefits, they may also use that to continue in paid status, up to the amount provided in Article 17.4.3 has been exhausted, the professional educator may use other paid or unpaid leave for part or all of the twelve (12) week period. The professional educator is entitled to all benefits guaranteed under the FMLA and/or OFLA and Paid Leave Oregon which may exceed this provision.**
- e. A professional educator's accumulated sick leave shall not be charged on days designated as paid holidays under this Agreement, or when an absence was directed by the District.
- f. The District shall maintain a sick leave bank for use by professional educator who have exhausted their accumulated sick leave. Use of this leave shall only be in accordance with the sick leave bank guidelines. The Association can solicit voluntary contributions up to four thousand (4000) hours per year. Use of the sick leave bank will be monitored through the contract administration process. **Employees will be eligible to use the sick leave bank to achieve 100 percent replacement of their pay while utilizing PLO benefits.**
- g. A professional educator may use sick leave in one-hour increments or in per-day units.

17.2.2 Family Illness Leave

17.2.2.1 **In addition to receiving paid leave benefits under the PLO program or District's approved equivalent plan, p**Professional educators shall receive up to forty (40) hours or five and one third (5.33) days family illness leave per school year with pay in case of illness of a member of the professional educator's immediate family. **This leave can be used in lieu of or in addition to PLO family leave benefits or to achieve replacement of their pay while receiving PLO benefits.** Professional educators who commence employment after the end of the first semester shall be entitled to one and one-half (1-1/2) days of family illness leave.

17.2.2.2 Inherent in use of this leave is that care or attention by the professional educator is needed. In the event emergency conditions arise, an extension of family leave shall be determined upon individual merit by the Superintendent.

17.2.2.3 "Immediate Family" shall be interpreted to mean spouse, domestic partner (as defined in Appendix C), children, parents, brothers, sisters, mother-in-law, father-in-law, grandparents, grandchildren, stepparents, stepchildren, stepsiblings ~~or~~ other persons who regularly live in the professional educator's home, **and any other family member as defined under OSB 657B.010.**

17.2.2.4 **In addition to receiving paid leave benefits under the PLO program or District's approved equivalent plan, and after utilizing the available days for family illness leave,** ~~After utilizing the available days for family illness leave,~~ the professional educator may charge against ~~his/her~~ **their** accumulated sick leave when additional time is needed to provide care for a member of the professional educator's immediate family.

17.2.3 Absence due to Injury on Duty

The District shall pay to any professional educator who is unable to work due to an on-the-job injury the difference between ~~his/her~~ **their** salary benefits received by the professional educator under the Oregon Worker's Compensation Law and ~~his/her~~ **their** normal salary. This differential pay shall apply when the absence is due to a compensable injury as defined in ORS Chapter 656 and shall be paid for the period when worker's compensation benefits are paid but not exceeding 180 days for one injury. Absence due to such compensable injury shall not be charged against the professional educator's accumulated sick leave. For other periods of work-related injury absence, charge will not be made against the professional educator's accumulated sick leave. In the event differential payment is made by the District and the absence of the professional educator is subsequently determined to be non- compensable, charge will be made against the professional educator's accumulated sick leave, if the absence so qualifies, and the professional educator shall be obligated to reimburse the District for payments received in excess of accumulated sick leave time.

17.2.4 Absence Due to Quarantine **or Isolation**

~~In the event a declaration of quarantine made by the Public Health Official prevents a professional educator who is not ill from reporting to work, the professional educator shall not suffer a loss in pay and no charge will be made against the professional educator's accumulated sick leave.~~

**An employee's absence from work as a result of direction from a public health official because of to implement quarantine or isolation to prevent the spread of a communicable disease by the appropriate public health official shall not be charged against the employee's sick leave and the employee shall suffer no loss in pay. Quarantine or isolation pay will not extend past the standard quarantine or isolation period established by the local public health authority. If an absence due to quarantine or isolation exceeds thirty (30) days, the employee must use their sick leave.**

**To qualify for quarantine or isolation pay under this Section, an employee must be fully vaccinated (if a vaccine is available) as defined under guidelines set by the federal and state health authority, including any boosters.**

17.3 Other Paid Leaves

### 17.3.1 Bereavement Leave

Professional educators shall be granted bereavement leave with pay for each death as follows:

- 17.3.1.1 One (1) day to attend a funeral or memorial service because of the death of a friend or relative. An additional day shall be granted when travel beyond the one day is required.
- 17.3.1.2 Four (4) days because of death in an immediate family; six (6) days in case of parent, spouse, domestic partner, or child). "Immediate family" shall be interpreted to mean spouse, domestic partner (as defined in Appendix C), children, parents, grandparents, grandchildren, mother-in-law, father-in-law, brothers or sisters, stepparents, stepchildren, stepsiblings; and also any person regularly living in the home of the professional educator for whom the professional educator was responsible.
- 17.3.1.3 In addition, professional educators may use up to six (6) days of accrued and unused leave for the death of an immediate family member, in the order determined by the employee. In the event a professional educator has exhausted all forms of paid accrued leave, the professional educator shall be able to use up to six (6) days of unpaid leave. The total number of combined leave days for bereavement will not exceed ten (10) days. An employee may apply for other unpaid leave if needed.

### 17.3.2 Personal Leave

- 17.3.2.1 Each professional educator shall be entitled to three (3) days leave without loss of pay for personal business. Professional educators who commence employment after the end of the first semester shall be entitled to one (1) day of personal leave.
- 17.3.2.2 Except in cases of emergency, the request for such leave shall be made one (1) week in advance in writing.
- 17.3.2.3 It is expected use of such leave will be limited to situations which the professional educators cannot address at times other than during the workday.
- 17.3.2.4 Professional educators may use this leave for religious observances when attendance is mandatory during the workday.
- 17.3.2.5 This leave shall not be used for vacation or recreational purposes.
- 17.3.2.6 Unused personal leave shall not accumulate for use in another school year.
- 17.3.2.7 Also see unpaid personal leave in 17.4.2.

### 17.3.3 Mandatory Court Appearance

- 17.3.3.1 When a professional educator is required to appear as a witness in court, the District shall authorize such absence without loss of pay. If the professional educator receives a witness fee, such fees shall be turned in to the Business Office. In cases where the professional educator is a party to the action, ~~his/her~~ **their** absence will be personal leave without pay or, at the professional educator's election, leave days provided in C.2 may be used therefore.
- 17.3.3.2 A professional educator required to appear in court as a party with the District shall be released without loss of pay. If a professional educator is subpoenaed to appear in court as a third-party witness because of ~~his/her~~ **their** job duties outside of the contract year, ~~his/her~~ **they** shall receive ~~his/her~~ **their** per diem hourly rate of pay. Witness check fees shall be signed over to the District.

### 17.3.4 Jury Duty

Professional educators subpoenaed for jury duty shall be excused for that purpose without loss of pay provided that, when the professional educator receives ~~his/her~~ **their** jury fee, said fee shall be sent to the Business Office. On days when the professional educator is excused from jury duty ~~s/he~~ **they** will report to their work assignment provided they are able to do so before the end of the lunch period.

### 17.3.5 Professional Leave

- 17.3.5.1 At the beginning of each school year, each professional educator shall be credited with two (2) accumulative days to be used for professional leave. However, a professional educator may not use more than four (4) of these days in any year. Professional leave may be used for the following:
- a. visitation to view instruction techniques or exemplary programs.
  - b. conventions, conferences, workshops or seminars related to **PK-12 education, racial equity, climate justice, or** the professional educator's assignment with the District.
- 17.3.5.2 The professional educator shall inform **his/her their** supervisor by submitting a leave request at least one (1) week in advance.
- 17.3.5.3 The professional educator may be required to file a written report within one (1) week of attendance at such convention, visitation, conference, workshop or seminar.
- 17.3.5.4 Participation by a professional educator in activities on the statewide in-service day shall not be counted against professional leave days.
- 17.3.5.5 If the length or location of a convention, conference, workshop or seminar requires the professional educator to be in attendance more than two (2) school days, the professional educator may use **his/her their** personal leave.
- 17.3.6 Leave for service to education-related state agencies.

Professional educators who are appointed to serve non-paid on education-related state agencies shall be released for meetings/hearings/reviews without loss of pay. The District shall provide substitutes for such professional educators.

#### 17.4 Unpaid Leaves

- 17.4.1 Requests for a full year unpaid Personal, Exchange, or Career Development leave of absence (whether part-time or full-time) for the next school year must be submitted to Human Resources prior to **March February** 1 or the leave will not be approved, except in extenuating circumstances where such leave requests will not be unreasonably denied.

#### 17.4.2 Personal Leave

- 17.4.2.1 Professional educators shall be entitled to three (3) days unpaid leave per year for personal reasons. Except in cases of emergency the request for such leave must be made one (1) week in advance in writing.

- 17.4.2.2 Also see paid personal leave in 17.3.2.

#### 17.4.2.3 Full-year Unpaid Personal Leaves

A personal leave of absence of one (1) year shall be granted to a contract professional educator upon application prior to the deadline in 17.4.1. At the District's discretion one (1) additional year may be granted. Unpaid year-long personal leaves shall not be granted for professional educators to seek employment in other Portland metro area school districts. There shall be a cap of twenty (20) unpaid personal leaves per school year. Applications received by **March February** 1 shall be selected in order of seniority in the District.

For unpaid year-long personal leaves of absence for contract professional educators only, the return from leave language in Section 17.5 would be modified as follows. The contract professional educator would be unassigned from **his/her their** previous assignment and would be subject to reassignment in the transfer process. Such contract professional educators would be able to participate in the ~~internal phase of the transfer process~~ **Spring staffing process** as an unassigned professional educator.

- 17.4.2.4 An unpaid personal leave of absence of up to one (1) year may be granted to a probationary professional educator upon application. At the District's discretion, one (1)

additional year may be granted. Probationary professional educators approved for unpaid leaves of absence shall follow the return from leave language in Section 17.5.

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#### 17.4.3 Child Care Leave

17.4.3.1 A child care leave (maternity, paternity or adoption) shall be granted for any period up to one(1) year. Other child care leave may be granted for up to one (1) year. A professional educator requesting such leave shall give at least thirty (30) days written notice except in extenuating circumstances. Requests for a full year leave beyond the first full school year must be made prior to ~~April 15~~ February 1 or the leave will not be approved, except in extenuating circumstances where such leave requests will not be unreasonably denied. The provisions of ORS 342.840 shall apply to probationary unit members. This leave provision shall not apply to temporary professional educators. Professional educators may utilize Paid Leave Oregon benefits if the child care leave qualifies under Paid Leave Oregon regulations.

17.4.3.2 The District may require that the expiration of child care leaves coincide with the natural breaks in the school calendar so that the educational continuity is maintained.

#### 17.4.4 Exchange and Other Teaching Leaves

17.4.4.1 A leave of absence of up to two (2) years may be granted to a contract professional educator upon application, for the purpose of participating in:

- a. Exchange Teaching Programs
- b. Foreign Military Training Programs
- c. Peace Corps
- d. Teacher Corps
- e. Job Corps
- f. VISTA
- g. Institutions of Higher Learning

17.4.4.2 The professional educator must **provide evidence of enrollment in** a full-time participant in any such program and state ~~his/her~~ **their** intention to return to the District.

#### 17.4.5 Unpaid Career Development Leave

A leave of absence of up to one (1) year (must be at least one full term) may be granted to a professional educator upon application for the purpose of career development reasonably related to ~~his/her~~ **their** professional responsibilities. At the District's discretion one (1) additional year may be granted.

#### 17.4.6 Study Leave

17.4.6.1 Up to ten (10) FTE study leaves with District paid insurance shall be granted yearly.

17.4.6.2 Requirements and Procedures for Study Leaves

- a. Application forms will be available in the Human Resources Department and in the Office of the Association.
- b. Each candidate for study leave must ~~consult~~ **inform with their** ~~his/her~~ principal or immediate supervisor.
- c. Completed applications shall then be sent to the Human Resources Department which shall present the requests to the Study Leave Committee for evaluation.
- d. Completed applications with all necessary information for fall semester for full year study

leaves must be filed with the Study Leave committee by the second Monday in February preceding the year of study leave. Such applications for study leave for Spring Semester must be filed by the second Monday in October preceding the Spring Semester.

- e. Each applicant must submit an explicit outline of the study **and proof of enrollment**. The professional educator must maintain a minimum of twelve (12) quarter or **equivalent** semester hours each term **for a full-time leave or pro-rated for a part-time leave** while on leave. The applicant must give **his/her their** signed assurance that the plans are or are not conditional or dependent upon unresolved grants or other limited factors.
- f. Professional educators requesting study leaves of absence must submit with the application for such leave a current health form provided by the District for this purpose, properly filled out and signed by a duly licensed physician attesting to the professional educator's satisfactory health.
- g. Study leaves will not be considered a break in consecutive service for the purpose of calculating salary schedule placement, seniority or retirement credit.
- h. **Educators that have a minimum of 3 (three) years at the District are eligible for a Study Leave.**
- i. **Study leaves are granted in order of seniority if they meet the 3 (three) years of service at the District minimum requirement.**
- j. **Any member denied Study Leave will have the right to appeal the denial to Employee and Labor Relations for reconsideration of the application. [Bargaining NOTE: PAT asserts that Professional Educators retain all rights under Article 5.]**

~~17.4.6.3~~ Study Leave Committee

- a. ~~The Study Leave Committee shall be comprised of one (1) administrator appointed by the Superintendent and three (3) professional educators appointed by the Association for three (3) year terms, with one (1) member being appointed each year. The chairperson of the committee shall be selected from among the three (3) professional educators on the committee. In addition, a representative from the Human Resources Department shall be designated as ex-officio member of the committee and shall serve as custodian of all applications for leaves and shall keep appropriate records of committee action.~~
- b. ~~The Study Leave Committee will have responsibility for the administration of the study leave program for professional educators as follows:~~
  - i. ~~It shall make selections for study leaves.~~
  - ii. ~~It will notify all applicants of approval or rejection of study leave requests. Notice of acceptance or rejection will be made by the first Monday in March for the following fall or school year, or the second Monday in November for the spring leave.~~
  - iii. ~~The Study Leave Committee will receive and consider requests for reconsideration from applicants previously denied leaves by the Study Leave Committee.~~

~~17.4.6.4~~ Selection Criteria

~~Selection will be made by the Study Leave Committee. Selection shall be based upon the following criteria:~~

- a. ~~A balance of the needs of the applicant and the needs of the District. The needs of the applicant shall refer to leaves intended for study in his/her **their** current assignment area. The needs of the District shall refer to new assignment areas in the District or to existing areas where insufficient number of professional educators exist. The District will furnish the Association by the second week in January with a written description of such needed assignment areas and appropriate supportive data~~

- ~~b. A proportionate distribution among eligible elementary, secondary, and special education applicants~~
- ~~e. Priority consideration will be given to applicants who have not previously received a study leave~~
- ~~d. Length of service in the District.~~

#### 17.4.6.5 Status While on Leave

- a. A professional educator on study leave shall be considered to be in the employ of the District but is not performing work on behalf of or serving as an agent of the District while on leave.
- b. A professional educator on study leave shall retain all rights of contract status, retirement, insurance, sick leave, and automatic increases in salary as if ~~she/he~~ **they** were working during the period of leave. A study leave shall be counted as a year of service and experience on the salary schedule.
- c. In case of injury to, or other illness of the professional educator during leave which prevents ~~his/her~~ **their** completing the purpose of the leave, the study leave will be terminated and all provisions for sick leave will apply. These provisions will take effect on the first day of the next pay period following notification of illness to the Study Leave Committee and the Superintendent, verified by a medical report.
- d. After illness or injury as in Paragraph (3), upon release by appropriate medical authority the employee shall, when possible, be returned to regular duty for the remainder of the school year or shall be reinstated on study leave.

#### 17.4.6.6 Status Upon Returning from Study Leave

- a. A professional educator taking a study leave who wishes to return to ~~his/her~~ **their** worksite must have so indicated on the application form at the time the professional educator applied for the leave. In such case, a professional educator replacing the member on study leave shall be subject to re-assignment at the conclusion of the leave. If the professional educator has indicated in writing at the time of the application that ~~she/he~~ **they** doesn't wish to return to ~~his/her~~ **their** worksite, ~~she/he~~ **they** shall be considered as an unassigned professional educator as described in Article 18: Transfers.
- b. Upon returning from study leave to ~~his/her~~ **their** position, the professional educator is subject to transfer according to the provisions of Article 18: Transfers.

#### 17.4.7 Military Leave

- 17.4.7.1 Military leave of absence, including participation in the reserves, shall be granted to any professional educator who shall be inducted or shall enlist for military duty in any branch of the armed forces of the United States.
- 17.4.7.2 Experience credit will be granted to persons on military leave in accordance with ORS 408.270.

#### 17.4.8 Association Leave

- 17.4.8.1 A leave of absence for up to five (5) years for the President of the Association and up to four (4) years for two (2) additional positions shall be granted to a professional educator upon application by the Association for the purpose of serving as an officer of the Association or on its staff. The District shall continue to pay such professional educator(s) and provide benefits in the normal manner but will be reimbursed by the Association for the cost of salary and fringe benefits. Upon completion of such leave, a professional educator will be returned to the previous school or program if there is a vacancy within that professional educator's licensure. When no such vacancy is available, the professional educator will be returned as unassigned. Upon return from such leave a professional educator shall be placed on the salary schedule as if ~~s/he~~ **they** had been working each year of the leave. A released time PAT officer shall be considered "competent" in the grade level/subject held prior to taking Association leave.

17.4.8.2 The Association agrees to consider carefully each request for release time for professional educator. Although leaves for short terms without loss of pay may be granted upon recommendation of the Office of the Superintendent or designee, the District will not pay for substitutes to cover classes while members are away from their classes on business of the Association. The Association shall pay the cost of such substitutes upon receipt of billing from the District Business Office.

17.4.9 Political Leave

A leave of absence for up to two (2) years with up to an additional two (2) years upon request shall be granted to any contract professional educator, upon application, for the purpose of campaigning for, or serving in, public office.

17.4.10 Other Leaves

17.4.10.1 When the schools and school offices are officially closed by the Superintendent, all professional educators shall be paid in accordance with the law.<sup>1</sup>

17.4.10.2 Unit members who are assigned to tasks outside their regular responsibilities shall not have this time charged to any leave category.

17.4.10.3 The District, at its discretion, may extend leaves or grant other leaves requested by professional educator.

17.5 Return from Leave


17.5.1 A professional educator taking a leave for up to one (1) school year may return to his/her their previous position unless the position has been discontinued. Professional educators taking leaves for more than one (1) school year may be subject to reassignment. A professional educator taking a leave for more than one (1) school year may return to his/her their previous position upon approval of the District.

17.5.2 A professional educator wishing are expected to return from an unpaid leave of absence shall so notify the Human Resources Department as required by the District. A professional educator returning from an unpaid leave due to disability shall, upon request, submit a written statement from a qualified physician attesting to the professional educator's ability to resume his/her their duties.

17.5.3 A professional educator shall be returned to employment on the first workday, during the regular school year, following the expiration date as set forth in the Board action approving the professional educator leave. A professional educator returning from an unpaid exchange or other leave, or unpaid leave of less than one-half (1/2) of the school year, or a paid leave shall be placed on the salary schedule as if s/he they had been teaching during said leave. A professional educator returning from any other form of unpaid leave (more than one-half (1/2) of the school year) shall be paid at the next step on the current salary schedule above the one occupied during the last full work year prior to commencement of the leave; provided that, should the professional educator return in the same school year in which the leave commenced, the professional educator shall be placed on the salary step held at the beginning of the leave.

17.5.4 All accumulated unused sick leave, and credits toward study leave eligibility and all other accrued benefits at the time a professional educator commences a leave of one (1) or more months duration shall be restored upon return to work.

Article 17 Tentative Agreement

 11/20/23  
For the Association Date

 11/20/23  
For the District Date

## 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 **job fair 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 **effective at the end of the current school year** no later than January 15<sup>th</sup>, the professional educator will receive \$1250. If a professional educator gives such written notice no later than February 15<sup>th</sup>, 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 **external** 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 **consider submit a transfer request form with respect to a** posted vacancies ~~y~~.
- 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 a 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 **job fair**. ~~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~~ **are no longer eligible for educator initiated transfers per section 18.5 during that school year. Administrator initiated transfers per section 18.6 remain an option.**

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. Hiring the incumbent substitute as a temporary professional educator~~ **shall result in retroactive status to his/her their** first day in the assignment.

~~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 (Note: moved up)~~

**18.4.1.4 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 internal job fair 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~~ **applying** ~~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. **Professional educators that were unassigned and either accepted a position or were placed in a position, during the internal transfer process, retain the right to apply for posted vacancies in the external round, 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 **job fair 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 Plan 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 Presentation/Gender Identity balance: Transfer of a professional educator would decrease the building's percentage of under-represented male or female or transgender/nonbinary/gender non-conforming 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 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. The District's annual internal transfer process will include a Job Fair.~~ 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 participate in the job fair ~~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 participate ~~apply for positions in the internal transfer process.~~

18.6.4.1 The District shall hold a Job Fair where all building administrators with vacancies will be available for informal interviews with eligible educators for positions on the known vacancy list.

a. The Job Fair will occur outside of contract hours. The District will schedule the job fair to occur on two days, for at least three (3) hours each, or on one day for at least six (6) hours. Changes to the hours and days of the job fair may be made by mutual agreement with the Association.

b. Attendance at the Job Fair is voluntary and unpaid.

c. If an eligible educator is unable to attend the Job Fair, they may indicate their interest by communicating with the administrator with the vacancy by the end of the second day (or full day) of the Job Fair. This communication shall be considered in the same manner as an informal interview at the Job Fair.

18.6.4.2 The District will inform professional educators of the date(s) of the job fair at least one week in advance and shall post the known vacancy list three (3) days prior to the Job Fair. Posted vacancies will include the contact information for the administrator with the vacancy.

18.6.4.3 In years when the District is facing potential layoffs for licensed staff, the Job Fair may be waived by mutual agreement with the Association.

18.6.4.4 During the Job Fair, eligible educators will be given priority to interview for vacancies within matching areas of licensure, qualifications, and recency.

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 educator(s) will choose if they want to be assigned to the newly merged school/program or the current school/program for the staffing process. The faculty lists are merged for each impacted school/program after the impacted educator's choice has been made. 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. The impacted educator(s) will choose if they want to be assigned to the K-5 school or the newly formed middle school for the staffing process. Eligible staff opting to be assigned to the newly formed middle school will be included in the merged faculty list for the newly formed middle school and will be compared equally using the criteria described in 18.6.2 in filling all the positions in the school; if there are not enough positions at the newly formed middle school, the regular unassignment process shall take place.
- 18.6.9 ~~When classes, or programs from two (2) or more schools are combined in one school, In the event of a school or program closure, 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 ~~a the Chief Human Resources Officer~~ Supervisor 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.~~

TENTATIVE AGREEMENT

 11/20/23  
FOR PAT

 11/20/23  
FOR DISTRICT



## ARTICLE 19 BUILDING AND CLASSROOM MOVES

- 19.1. Professional educators shall have access to their worksite, supplies and time to sort, purge and pack as soon as possible but, at minimum, one (1) week after the end of the school year. Professional educators shall have access to their worksites to unpack and organize their rooms as soon as possible but, at minimum, one (1) week prior to their first work day. Materials and packed boxes moved by the District shall be delivered on site prior to the access date.
- 19.2. Professional educators who are required to move to a new school campus as a direct result of school closure, reconfiguration, conversion, merger, or relocation, of grade levels, programs or classes, and the subsequent resulting reassignment of staff, will be compensated by the District for each hour worked:
- 19.2.1 Up to eight (8) hours to pack and move personally-owned materials; and
- 19.2.2 Up to an additional eight (8) hours to move and unpack materials in the new classroom.
- 19.2 Unassigned professional educators who are required to move to a new school campus as a direct result of the school closure, reconfiguration, conversion, merger, or relocation, of grade levels, programs or classes will be compensated by the District for each hour worked:
- 19.2.1 Up to eight (8) hours to pack and move personally-owned materials; and
- 19.2.2 Up to an additional eight (8) hours to move and unpack materials in the new classroom.
- ~~19.3 Regardless of when the move occurs, professional educators who are required to disassemble and reassemble their classroom or move to a different classroom within their building as a direct result of:~~ **Professional educators shall be compensated via extended hours at their hourly rate for each hour worked, up to a maximum of eight (8) hours, in the following situations where they are moving classrooms:**
- 19.3.1 School closure, reconfiguration, conversion, merger, or relocation, of grade levels, programs or classes;
- 19.3.2 Bond work, construction, painting, or remodeling; or
- 19.3.3 Administrator-directed moves ~~that occur after the school year has started, or if the professional educator is directed to move classrooms two school years in a row. ; shall be compensated by the District for each hour worked~~
- ~~a. Up to four (4) hours to pack and move personally owned materials; and~~
- ~~b. Up to an additional four (4) hours to move and unpack materials in the new classroom.~~
- 19.4 Extraordinary moves: professional educators who agree to sort, purge and pack extra supplies and equipment beyond the typical classroom situation (for example, but not limited to: the school library, theater, shop department, science labs, music, art or PE equipment) shall, prior to starting this work, have a discussion with **his/her their** administrator about the estimated number of additional hours that would be involved beyond the hours provided in the above paragraphs. The professional educator and the administrator shall collaboratively agree to the number of additional hours to be used for this purpose. If agreement cannot be reached, the issue shall be submitted to OSP Leadership for resolution. The Association unit member will then track and submit those extended hours to **his/her their** administrator for payment.
- 19.5 Unless otherwise agreed, professional educators are not responsible for packing and moving District-owned materials or equipment. Professional educators shall not be asked to move furniture and other heavy classroom items. The District is not liable for personal property of a valuable or sentimental nature left on school property if it is lost or damaged in the move. Boxes and packing materials shall be provided at least two weeks prior to the deadline to move.
- 19.6 Time to move shall be paid at the professional educator's per diem hourly rate of pay. Professional educators shall track hours spent as outlined in 19.1 – 19.4, and submit a record of that time to **his/her**


**their** administrator as extended hours for payment. In lieu of payment, the professional educator shall have a half (1/2) day substitute for each four (4) hours, at ~~his/her~~ **their** option.

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*Note regarding Section 19.3.3. – Educator must be compensated if they are directed to move after the school year has started. Educator must be compensated if they are directed to move classrooms for two school years in a row. Example: If an educator is directed to move for the 2017-18 school year, they must be paid for any subsequent administrator-directed move if it is effective prior to the 2019-20 school year. (Educator moves classrooms for 2017-18. Principal can direct educator to move for 2019-20 school year without providing moving compensation. If the administrator directs the educator to move classrooms for the 2018-19 school year, the educator must be compensated for four (4) hours of moving time to pack and four (4) hours of moving time to unpack. If the educator is directed to move in 2018-19 and they are compensated, they would also have to be compensated if they were directed to move again in 2019-20).*

TA

 11/20/23

  
11/20/23



**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** ~~obtaintments~~, 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~~ following **Article 7 part-time FTE fluctuation** 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

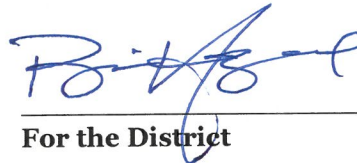


that is comparable in FTE to the position at the time of layoff. A member on lay-off who accepts a lower FTE job offer, shall remain on the recall list for their original FTE position.

- 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 20 Tentative Agreement**

 11-16-23  
\_\_\_\_\_  
For the Association Date

 11/16/23  
\_\_\_\_\_  
For the District Date

*[Handwritten signatures and dates]*  
8/31/23  
8/31/23

**ARTICLE 21**

**MENTOR PROGRAM / PROFESSIONAL GROWTH**

**21.1 Professional Educator Mentor Program**

21.1.1 The District intends to maintain a mentor program for the purpose of providing support and assistance to new and/or inexperienced professional educators.

21.1.2 The District intends that the Professional Educator Mentor Program described in Article 21 of this Agreement, in addition to academic mentoring, also provide a culturally specific mentoring support program to newly hired educators of color, who may request a mentor of color. Educators of color who volunteer to provide this support shall be compensated at 3% percent of base salary, for each colleague they support. ~~The District and the Association will meet by November 8th, 2021 to collaborate on developing a continuum of supports for new educators of color, including training for those providing culturally specific mentoring.~~

21.1.3 Depending on the needs of the District and the mentor program, mentors may be assigned on either a full-release or an extended responsibility basis.

21.1.3.1 Full-release mentors shall be compensated according to placement on the salary schedule plus one thousand five hundred dollars (\$1500) per school year.

21.1.3.2 Extended responsibility mentors shall be compensated according to placement on the salary schedule, plus they shall receive extended responsibility pay per school year in accordance with Appendix B.

21.1.4 The mentor program shall operate within the following parameters:

21.1.4.1 A professional educator must have contract status and four (4) or more years of experience in the District in order to be eligible to be a mentor. No professional educator shall be designated as a mentor without ~~his/her~~ **their** consent.

21.1.4.2 Mentors shall not participate in the evaluation of beginning professional educators (mentees). Observations made and data collected by the mentor shall be used solely for the purpose of providing assistance to the mentee and shall not be used in the evaluation of the mentee. Supervisors/evaluators and mentors shall not discuss individual mentee concerns/areas for improvement without the prior approval of the mentee. Written or other reports of a mentor regarding a mentee may not be used in the mentee's evaluation.

21.1.4.3 ~~The mentor program shall not be used as part of a~~ **At the educator's request, the mentor program may be used as a part of a Plan Program of Assistance<sup>1</sup> for Improvement** for any professional educator. **All language in 21.1.4.2 shall apply to mentors whose mentees are on a Plan of Assistance.**

21.1.4.4 Collaborative Assessment Logs (CAL) shall not be shared with supervisors or used in the evaluation of the mentee. Self-assessment instruments shall not be used to evaluate mentors or mentees.

21.1.4.5 Mentees shall not be required to develop additional professional goals beyond what is required in the *Portland Public Schools Handbook for Professional Growth and Evaluation*.

21.1.4.6 Any professional educator released from regular duties to participate in activities related to the mentor program shall be released without loss of pay and shall not be charged leave. Mentors and mentees who are asked and volunteer to work up to five (5) days outside the standard school year shall be compensated at their per diem rate of pay.

21.1.4.7 The ratio of mentors to mentees in the full-release model shall be no more than 1 to 15. Any change to the ratio shall be by mutual agreement between the District and the Association. The

<sup>1</sup>The language used here to describe a Plan of Assistance must be aligned to match the language in the Evaluation Handbook that refers to Programs of Assistance of Improvement.

extended responsibility mentor model operates on a one-to-one basis.

- 21.1.4.8 The Association shall partner with the District in the selection of mentors. The Mentor Selection Rubric shall not be used to evaluate a professional educator. Videos of mentors' coaching practices shall not be used in the evaluation of mentors.
- 21.1.4.9 Reconsideration of assignments shall not result in a reduction of FTE assigned to any mentor.
- 21.1.4.10 The mentor program may be expanded or discontinued at the discretion of the District.
- 21.1.4.11 **Any Professional Educator new to the profession, or new to the District, who are required for licensure to complete a clinical fellowship (or equivalent requirement) will receive support, as available, from a professional educator that volunteers and that meets the licensing/certification supervision requirements. The volunteer supervisor shall receive up to 36 hours of extended hours pay for supervision related to the completion of the clinical fellowship year. ~~an Educator on Special Assignment or by a Technical Advisor who shall be compensated as per the Appendix B Extended Responsibility Schedule for supervision related to the completion of their clinical Fellowship Year and/or for assistance transitioning to District systems.~~**
- 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 Special Educators as 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<sup>ER</sup> for each hour worked for any work done outside of the contract day<sup>2</sup>. If no Special Educator is available at the work location, the District will provide a mentor or peer support from another work location.**

**ALL LANGUAGE FROM 21.2 thru 21.6 MOVED TO ARTICLE 22**

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<sup>2</sup> **A professional educator who chooses to provide mentorship during their individual planning time or case management 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 hourly rate for the length of the mentor session.**

*B. Ford*  
8/31/23  
*[Signature]* 8/31/23

**ARTICLE 22**  
**PROFESSIONAL IMPROVEMENT GROWTH**

**22.1** The District and the Association support the principle of continuing training for professional educators, participation by professional educators in professional organizations in the areas of their specializations, and leaves for work on advanced degrees or special studies, foreign travel and participation in community education projects.

**22.2** The Guidelines for Professional Growth/In-service shall be revised by the District and the Association and distributed to professional educators.

**22.2.1** Continuing Education Obligations

It is recognized that there may be in-service offerings that professional educators are requested by the District to attend outside the normal professional work day described in Articles 6 to 8. In such cases, professional educators who agree to attend shall be paid at the professional educator's regular hourly rate under the salary schedule.

**22.2.2** Tuition Reimbursement<sup>1</sup>

**22.2.2.1** The District shall pay the full cost of tuition and other reasonable coursework expenses (e.g., laboratory fees, books, and the like) incurred in connection with any specific courses, workshops, seminars, conferences, in-service training sessions, or other such sessions in which attendance is specifically requested or required by the District. This section applies to coursework and other expenses (including testing and other licensure fees) related to adding other licensures requested by the District.

**22.2.2.2** The District shall reimburse professional educators for tuition cost for up to six (6) non-cumulative hours in a 12-month period for which graduate credit is granted by a college or university. Reimbursement shall be for the cost of tuition or the tuition rate for graduate courses at Portland State University, whichever is less. Coursework must be toward an advanced degree, TSPC licensure, professional education courses, or related to the professional educator's assignment. Evidence of a passing grade is required. Reimbursement shall not be made for books, lab fees, I.D. cards, gym fees, food, housing, transportation, supplies or other tuition expenses. Professional educators shall be reimbursed within sixty (60) days of submitting proof of satisfactory completion of the course. A professional educator must remain employed with the District for at least one (1) semester following reimbursement.

**22.2.2.3** Tuition reimbursement funds shall be available to temporary professional educators employed for a position that is expected to exist for more than one hundred thirty-five (135) days. In addition, a temporary teacher who is employed for less than one hundred thirty-five (135) days may apply and may be approved for tuition reimbursement if their building administrator supports their application for the funds. The temporary teacher who receives tuition reimbursement must remain employed with the District for at least one (1) semester following reimbursement if the District offers the temporary teacher continued employment.

~~**22.2.2.4** Tuition reimbursement funds may be used by professional educators for fees associated with classes, workshops, and conferences that are necessary to obtain and maintain licensure.~~

**22.2.3** National Board ~~Teacher Examination Certification Fees~~

Reimbursement shall also be made for the fee charged ~~to~~ a professional educator who takes and passes the ~~a State or~~ National Board ~~Teacher Examination Certification~~ to obtain a

<sup>1</sup> Tuition reimbursement and professional development funds are separate pools of funds.

~~licensure/credential/specialty area endorsement. This amount shall be within the tuition cost as stated in Section 22.2.2.2.~~

**22.2.4 State-Approved Professional Exams**

A professional educator may access ~~his/her~~ their professional growth funds for requests ~~for High Objective State Standards of Evaluation (HOSSE) assessments or~~ for State Approved Core Academic exams such as the Praxis or Oregon Educator Licensure Assessment (ORELA:NES). Professional educators shall be reimbursed following sixty (60) days of submitting documentation of a passing score ~~or a copy of the HOSSE request submitted to TSPC.~~

**22.3** The District shall pay, either through reimbursement to the professional educator or direct payment to the appropriate agencies, for the cost of fingerprinting for licensure/certification renewal.

**22.4** Because Speech and Language Pathologists, Licenced Professional Counselor, and Licenced Clinical Social Workers participate in Medicaid billing for services, the District shall pay for licensure costs/fees for ~~Speech and Language Pathologists~~ **these eligible staff** to obtain or renew licensure from Board of Examiners for Speech-Language Pathology and Audiology, **The Board of Licensed Professional Counselors and Therapists, and the Board of Licensed Social Workers.**

**22.5 Student Teachers/Interns**

Upon mutual agreement between the professional educator and the District, student teachers, interns or observers may be placed with the professional educator. The District will request that the college or university advise the professional educators of the type and amount of honorarium to be paid at the time the professional educators are asked to be a supervising teacher/educational professional.

**22.6** The District and the Association agree pipeline programs for future educators of color to join the District align with the District's and the Association's core values of racial equity and social justice and student achievement, particularly underserved students. The parties are in support of programs, such as the Portland Rise to Teach ~~Teacher Program (PTP)~~ and the District's Career Lattice Programs focused on educators of color, including the EA/Para-Teacher track and the Coach to Teacher Track. Applicants who have participated in the Portland Teacher Program, EA/Para-Teacher track, Coach to Teacher Track, or any other future Career Lattice Program focused on educators of color are eligible to receive letters of intent as described under Article 18.4.4.1.

**22.7 Professional Growth ~~Improvement~~ Fund**

The District agrees to annually budget a fund to pay the expenses of professional educators who work half-time (.5) or more to attend professional conferences.

**22.8** A conference to be attended may be selected by the professional educator. Approval shall not be denied provided the conference ~~has a~~ **is consistent with District goals including racial equity, climate justice, and has a** ~~or other~~ legitimate pedagogical purpose ~~and/or related to PK-12 education.~~ Transportation, meals, lodging, and registration shall be deemed appropriate expenses. Meals shall be reimbursed at the IRS rate, which shall be adjusted annually. A professional educator attending such conferences and meetings shall be granted sufficient leave time to attend without loss of compensation. The approval shall designate what portion, if any, of such leave time shall be charged against professional leave. Professional educators shall, upon request, submit a written report regarding such conferences. Professional educators are eligible for advances on professional ~~improvement~~ growth funds when necessary documentation is presented. If an advance is not requested, professional educators shall be reimbursed within thirty (30) days of submitting complete and accurate documentation of expenses.

**22.8.1** Professional educators are eligible for advances on professional ~~improvement~~ growth funds when necessary documentation is provided. If an advance is requested by the professional educator and such advance request is approved by the District, payment in consideration of that advance will be issued within thirty (30) days of the date the expense is expected to be incurred. Consistent with IRS

regulation and District policies and procedures, the District's Travel/Training Expense Reimbursement Request Form and all supporting documentation of expenses related to the advance received must be submitted no later than sixty (60) days from the date the actual expense was incurred. The District shall notify the professional educator of the sixty-day (60-day) deadline when the member is approved for the funds, and thirty (30) days after the approved trip is scheduled to begin. For this provision "days" means calendar days.

**22.8.2** If an advance is not requested, professional educators shall be reimbursed within thirty (30) days of submitting complete and accurate documentation of expenses. Consistent with IRS regulations and District policies and procedures, the District's Travel/Training Expense Reimbursement Request Form and all supporting documentation of expenses must be submitted no later than sixty (60) days from the date the expense was incurred.

**22.8.3** If a professional educator submits for reimbursement beyond the sixty (60) day limit, the amount of reimbursement shall be reduced by the amount of employer and employee associated taxes.

~~**22.9** A professional educator may access his/her **their** professional improvement funds for requests for High Objective State Standards of Evaluation (HOUSSE) assessments or for State Approved Core Academic exams such as the Praxis or Oregon Educator Licensure Assessment (ORELA). Professional educators shall be reimbursed following sixty (60) days of submitting documentation of a passing score or a copy of the HOUSSE request submitted to TSPC.~~

**22.10** The cost of substitutes made necessary by attendance at conferences for which expenses are paid from the fund shall be borne by the District and shall not be charged against the fund.

**22.11** The Guidelines for use of the Professional Growth ~~Improvement~~ Fund shall be revised by the District and the Association and distributed to professional educators. Under this Agreement, the following guidelines shall be implemented:

~~**22.11.1** One Two Thousand Two Hundred Five Hundred Dollars (\$1,500 \$2,200) shall be available to professional educators only once every ~~three~~ two years.~~

**22.11.2** Applications must be processed within one (1) week of being submitted by the professional educator.

**22.11.3** These funds shall not be available to temporary professional educators unless the temporary educator is employed for a position that is expected to exist for more than one hundred thirty-five (135) days. In addition, a temporary teacher who is employed for less than one hundred thirty-five (135) days may apply and may be approved for Professional Growth ~~Improvement~~ Funds if their building administrator supports their application for the funds and expects the individual to be re-employed by the District the following year.

## **ARTICLE 23 PROFESSIONAL EDUCATOR RIGHTS AND JUST CAUSE**

- 23.1 No professional educator shall be disciplined, reprimanded, or reduced in compensation without just cause. Reprimands shall be made privately and not in the presence of students, parents, professional educators or members of the community. Professional educators who have completed three (3) full years of service and are not covered by the Fair Dismissal law shall not be dismissed just cause. Plans of Assistance and Letters of Expectation are not disciplinary and shall not be issued for misconduct.
- 23.2 A determination of sexual conduct or abuse as provided by Oregon law is subject to just cause and other contractual provisions and may be grieved as outlined in Article 5.
- 23.3 This Article does not apply to dismissal, except as provided in Section 23.4, or nonrenewal of professional educators. However, professional educators subjected to nonrenewal or dismissal shall be afforded the procedural rights of due process.
- 23.4 In the event of dismissal from employment a **contract** professional educator may elect to appeal the dismissal to binding arbitration in accordance with Section 5.5 of this Agreement, or the Fair Dismissal Appeals Board, but not both. Dismissal shall mean termination during the contract year for any professional educator or a second non-extension of a contract professional educator. The professional educator must so notify the Superintendent, in writing, within ten (10) calendar days after receipt of notice of the dismissal decision of the District's School Board. ~~Probationary professional educators who are non-renewed and temporary professional educators completing the term of their contract may not appeal to arbitration.~~ **Just cause shall not apply to probationary professional educators who are non-renewed or dismissed. and temporary professional educators completing the term of their contract may not appeal to arbitration.**
- 23.5 The personal life of a professional educator is not an appropriate concern of the District, except where it relevantly affects the professional educator's fitness for or performance of ~~his/her~~ **their** professional duties. Rule 581-022-2320
- 23.6 Removal from an Extended Responsibility Assignment
- 23.6.1 If a professional educator is removed from an extended responsibility assignment, upon request ~~s/he~~ **they** shall be given the reasons in writing and afforded the opportunity to have a representative present in any discussion with the supervisor.
- 23.6.2 If a professional educator starts an extended responsibility assignment during a school year, and the professional educator is removed from the responsibility during the school year, the professional educator shall be paid the entire salary due for that assignment, unless the professional educator is ~~physically~~ unable to perform the extended responsibility assignment.
- ~~23.6.3 Dismissal of a professional educator whose assignment includes extended responsibility as an extension of the assignment (e.g., TOSA, Media Specialist, Music Teacher) is subject to Section 23.4.~~
- 23.7 Administrative Support at Parent Meetings
- A professional educator has the right to administrative support at any meeting with a parent. Professional educators shall not be required to meet with a parent without a workday's advance notice. If during any meeting with a parent and administrator it appears to the professional educator that complaints are being made that could result in the discipline of the professional educator, that professional educator has the right to ask for representation before continuing the meeting. A professional educator has the right to ask the supervisor to take administrative charge of the meeting when such a meeting is dealing with the job performance of or a possible action against the professional educator. ~~Tape recorders~~ **Recordings** shall not be allowed without the consent of the professional educator.

### **23.8 Investigations**

Whenever a professional educator is directed to meet with an administrator or other representative of the District regarding a matter which could result in disciplinary action, termination, nonrenewal or layoff, the professional educator shall be given prior written notice including:

- 23.8.1 A description of the issue to be discussed in such meeting, **including specific examples of the time, place and type of action being investigated, if known, at the meeting.**~~and~~
- 23.8.2 The right to have representation by the Association or private legal counsel present to advise the professional educator during the meeting.
- 23.8.3 If additional reasons for a meeting emerge after the initial notice, the District will provide an additional notice with the additional reasons. If the professional educator believes there is insufficient time between the additional notice and the meeting, the District can choose between rescheduling the meeting later to investigate all reasons, or schedule a second meeting for the additional reasons.
- 23.8.4 Professional educators are not to be interviewed or questioned at the time of notice.
- 23.8.5 If the allegation is related to sexual conduct or abuse, the investigation will be conducted by Employee & Labor Relations and/or an appropriate subject matter expert for sexual misconduct or abuse.
- 23.8.6 Bargaining Unit Members shall not conduct investigations of other bargaining unit members.
- 23.8.7 The parties shall cooperate in good faith to schedule the meeting within a reasonable period of time. The parties shall identify their respective representatives and communicate it to the other party prior to the meeting.
- 23.8.8 This section does not apply to a meeting where the sole reason for the meeting is to discuss re-assignment.
- 23.8.9 The written notice of the meeting shall not be placed into the professional educator's building file or personnel file but may be kept in an investigation file.
- 23.8.10 At the conclusion of the investigation, a determination will be issued and retained in the investigation file. A copy of the determination will also be provided to the professional educator. The determination shall be issued within thirty (30) calendar days of the conclusion of the investigation unless there are extenuating circumstances.

### **23.9 Letter of Expectation**

- 23.9.1 A Letter of Expectation is a written notice of an expectation, standard, policy or procedure arising from a complaint or an administrative concern. Letters of Expectation will not include standards stated in the evaluation rubric. A Letter of Expectation is not a finding of fault or misconduct and is not a disciplinary action. **The District will only cite Letters of Expectations in discipline as written notice of an expectation, policy, standard, procedure, directive or rule that are directly related to the underlying conduct.**
- 23.9.2 A Letter of Expectation must conform to the template agreed upon by the parties (Appendix K). Letters of Expectation shall be placed in the official district personnel file. Letters of Expectation shall be removed from the official district personnel file after six (6) years ~~two (2) years~~. Professional educators who have received a Letter of Expectation have the right to review any letters of expectation addressed to them and attach a response.

### **23.10 Paid Administrative Leave or Alternative Assignment**

- 23.10.1 A professional educator who is removed from work pending an investigation and is available to report to work shall be placed on paid administrative leave or the District may place the professional educator in an alternative assignment. Alternative assignments will not result in a reduction in compensation or benefits.

23.10.2 If the professional educator on paid administrative leave is unavailable to report to work, **he/she they** will be removed from paid administrative leave status and will be able to appropriately use any leave accruals until the professional educator is available to report to work and be placed back on paid administrative leave status.

23.10.3 The District shall not dock a professional educator's paid leave balance in lieu of actual time off for a disciplinary suspension, or retroactively change Paid Administrative Leave to unpaid disciplinary suspension, unless there is agreement by the employee and Association.

23.10.4 Paid administrative leave or alternative assignment should be limited to situations where:

23.10.4.1 The presence of the employee in the workplace might tend to interfere with an investigation;

23.10.4.2 There are concerns the employee will repeat the alleged serious misconduct;

23.10.4.3 Removal of the employee from the worksite is appropriate to maintain the safety and security of students and/or staff; or

23.10.4.4 The alleged misconduct is serious enough to result in dismissal, if substantiated.

23.10.4.5 **Paid administrative leave is required by law**

23.10.5 Paid administrative leave letters will conform to the template attached as Appendix L of this Agreement and provide a description of the reason for the paid administrative leave, which is sufficient for the employee and Association to understand the events being referenced. The Association may contact the District's Labor Relations Office for additional information. The District shall place paid administrative leave letters in the investigation file, not in the professional educator's personnel file.

23.10.6 The investigation shall be conducted promptly in order to limit the time that the professional educator is involuntarily away from work. Investigations of professional educators on Paid Administrative Leave will be given priority over other investigations. If the administrative leave pending investigation lasts longer than ten (10) work days, the District shall notify the professional educator in writing of the reasons.

23.10.7 While on administrative leave, if a professional educator needs access to **his/her their** PPS email to gather evidence for the investigation, the District will work with the Association to allow for that access. By arrangement with the site administrator, the professional educator shall also have access to materials from **his/her their** classroom or office.

23.10.8 School and program administrators will not communicate that a professional educator is on administrative leave or disclose the reason for the administrative leave to staff, parents, students or the public. In the case where violence, child endangerment or criminal behavior is alleged, the administrator can inform those who need to know that the professional educator is not at the school. In all cases, when asked directly about the professional educator's whereabouts, the Administrator may respond that the professional educator is not at the school.

#### 23.11 Required Examination by Physician

23.11.1 The District may direct a professional educator to be examined by the professional educator's physician if there exist substantive reasons which call into question a professional educator's ability to perform assigned duties. The professional educator shall be counseled as to the concern that has prompted the referral. The professional educator shall provide the District a statement from **his/her their** personal physician that confirms that the District's concern is being addressed and that the professional educator is able to perform assigned duties or is unable to continue at the present time. The professional educator will not be required to release **his/her their** private medical records.

23.11.2 If the professional educator does not have a physician, or a substantive reason exists, the District may direct the professional educator to be examined by the District's physician. The District shall provide the professional educator with the reasons prior to being examined by the District's physician. The District shall pay for any such examinations and also provide the necessary release time. The District shall request that the physician only disclose medical information specific to the reason that

prompted the referral.

23.12 A professional educator shall not be required by the District to involuntarily submit to testing of bodily fluids unless there is a substantive reason to believe the health and safety of others is at risk.

23.13 Exceptional Medical/Health Care Needs

Professional Educators routinely have assigned to their regular classrooms students with special needs. Some of these students have exceptional medical/health care needs that are of a nature requiring the use of technical procedures, medical hardware, or supplies in personal health maintenance cycles. Professional educators shall not be required to have back-up training or responsibilities for the medical procedure. (This does not eliminate the option of professional educators assisting in emergencies or in volunteering to participate in training and practices for which they feel some comfort.)

23.14 Lost Keys

Professional educators shall not be required to reimburse the District for lost keys. Professional educators will not be responsible for re-keying District facilities. Professional educators shall be responsible for safeguarding keys in accordance with District regulations.

23.15 Standardized Testing

Student performance on standardized tests is not designed or intended to and shall not serve as the basis for involuntary transfer, layoff, recall, placement on the salary schedule, and/or disciplinary action.

23.16 Respectful Working Environment

23.16.1 Purposeful, intentional conduct by an individual or group of individuals against another, if a reasonable person would consider the behavior to be threatening, intimidating or offensive, is inconsistent with a respectful work environment. Examples include verbal abuse or other behavior that demeans, threatens, humiliates or intimidates others in the workplace. No professional educator shall be retaliated against for reporting, grieving or protesting such behavior. Likewise, no professional educator shall retaliate against a co-worker, or other District staff for reporting, grieving and/or protesting such behavior on the part of a professional educator. This section shall not be interpreted to mean that bargaining unit members may file a grievance against other bargaining unit members.

23.16.2 Reasonable counseling, discipline or job performance evaluations are consistent with a respectful working environment and are not prohibited by this provision.

23.17 The District shall comply with Oregon law that prohibits the use of polygraph examinations for employment purposes (ORS 659A.300); and prohibits an employer from requiring an employee to provide access to the employee's personal social media account (HB 2654 effective January 1, 2014).

**Article 23 Tentative Agreement**

  
\_\_\_\_\_  
For the Association      11/19/23  
Date

  
\_\_\_\_\_  
For the District      11/19/23  
Date

**ARTICLE 25  
COMPLAINT PROCEDURE**

- 25.1 "Complaint" **typically originates from** ~~means an allegation made against a professional educator brought by~~ a parent, other citizen, or a nonsupervisory third party.
- 25.2 ~~If an allegation is related to sexual conduct or~~ **Investigations into complaints of sexual misconduct, harassment, or abuse,** ~~the investigation~~ will be conducted by ~~a subject matter expert within a Senior Partner or other comparably experienced member of Employee & Labor Relations and/or an appropriate subject matter expert~~ **subject matter expert** ~~for sexual misconduct or abuse in accordance with this Article.~~
- 25.3 If a complaint is made to a supervisor about the professional educator and the supervisor believes it warrants further consideration, such complaint shall be handled as follows:
- 25.3.1 After hearing the complaint, the supervisor will request that the complainant discuss the matter directly with the professional educator, except if the complaint involves allegations of sexual conduct or abuse or if the supervisor has a concern about the safety of any party. The supervisor shall not be involved in this discussion unless ~~his/her~~ **their** presence is requested by either party.
- 25.3.2 If the complainant refuses to discuss the matter with the professional educator or, if after discussing the matter with the professional educator the complainant is still dissatisfied, the supervisor will cause the complaint to be reduced to writing.
- 25.4 If the supervisor decides to proceed further with the written complaint, it shall be processed within ten (10) workdays of receipt under the following circumstances:
- 25.4.1 If the evaluating supervisor intends to make a record in the evaluation report of the professional educator against whom the complaint was made;
- 25.4.2 If the supervisor intends to place a record of such complaint in the professional educator's personnel file or the building file;
- 25.4.3 If in the supervisor's judgment such complaint is sufficiently relevant to the professional educator's performance so as to indicate the **need to meet** ~~desirability of a conference~~ (The professional educator may have a representative present at any such **meeting conference**.); and
- 25.4.4 If a professional educator learns of a complaint and requests a **meeting conference**.
- 25.5 The supervisor shall meet with the professional educator and shall describe the nature of the complaint including specific examples of the time, place and type of action complained of, if known, at the conference. The professional educator may have (a) representative(s) present at such **meeting conference**. The name of the complainant may be given as part of the discussion of such specifics. The unit member will have an opportunity to respond fully to the complaint. If, however, the complaint is used in any manner to support actual or recommended discipline, administrative transfer, nonrenewal or dismissal, such record shall be placed in the personnel file and the complainant's name shall be disclosed if the unit member so requests.

**Tentative Agreement:**

**For the District:** 

**For PAT** 

**Date:** 3-7-23

TA  
Biff  
8/31/23  
Huff  
8/31/23

**ARTICLE 27  
EVALUATION**

- 27.1 The performance of professional educators shall be evaluated in writing in accordance with the provisions of the *Portland Public Schools Handbook for Professional Growth and Evaluation* (hereafter referred to as the "Handbook") dated December 16, 2013. Any revisions of the Handbook shall be mutually agreed upon. The jointly agreed upon evaluation forms will be included in the Handbook.
- 27.2 The Handbook and appendices shall be made available in electronic form to all professional educators and District administrators. An electronic copy of the Handbook and appendices, including the Framework and appropriate forms setting forth criteria to be used in evaluations, shall be distributed to professional educators whenever the Handbook is revised and to all professional educators who are being newly evaluated using the Handbook.
- 27.3 An evaluator's rating of a professional educator in an element or a component shall be based on direct evidence supporting the rating and the evaluator shall include the evidence in the written evaluation.
- 27.4 Testing
- Student performance on District-wide and/or other standardized tests may indicate where modifications of instruction are required, and the implementation of such modifications may be part of the evaluation process. However, evaluations or criticism of a professional educator shall not be based specifically on the issue of comparisons of such student performances.
- 27.5 While varied sources of information are weighed and considered, observations of a professional educator's performance and written evaluations shall be done only by licensed administrators. No member of the bargaining unit shall be the individual responsible for the evaluation of another member of the unit. Observations of professional educators made by non-administrators in the course of the non-administrators' duties shall not be shared without written permission of the observed professional educator.
- 27.6 Evaluation Cycle
- 27.6.1 The evaluation cycle differs for probationary educators and contract educators. All professional educators in the bargaining unit shall be included in the definition of probationary or contract educators in accordance with Article 1: Status and Effect of Agreement.
- 27.6.2 Probationary professional educators shall be formally evaluated at least two (2) times during the school year. The written Formal Observation Summary (Form 5) shall be completed on the following schedule: Probationary 1: by October 31; Probationary 2: by the last working day preceding the Thanksgiving Holiday; and Probationary 3: by the last working day preceding the Winter Break. The Summative Evaluation Report (Form 6) for all probationary professional educators shall be completed by March 1st.
- 27.6.3 Unless substantive reasons exist, contract professional educators in Option 1 shall be on a two-year evaluation cycle. During year one (1), the Supported Phase of the cycle, contract professional educators will continue to work on their goals and reflect on their practice. During year one (1), the evaluator may conduct informal observations.
- 27.6.4 Substantive reasons shall include evidence of unsatisfactory performance as defined by the evaluation Framework, and as documented through informal observations. Assignment to a new building shall not be considered a substantive reason to be placed on a Supervised Phase.
- 27.6.5 During year two (2), the Supervised Phase of the cycle, the process of observations and conferences described in the Handbook will culminate in a summative evaluation meeting in which the evaluator

27.11.1.2 A ~~plan program~~ for achieving the desired performance improvement. The ~~plan program~~ of assistance shall include:

- a. The description of the improvement in performance that the educator is expected to achieve;
- b. A description of resources to be used and assistance to be provided by the District; and
- c. The ~~plan program~~ shall contain a reasonable timeline for completion and include a schedule for assessing progress towards achieving improvement in performance.

27.11.2 Upon request of the professional educator, following successful completion of a Plan ~~Program~~ of Assistance for Improvement, the educator shall be given written verification. A copy of this notice shall be placed in the personnel file.

27.11.3 Waiver

27.11.3.1 The parties agree that the provisions of ORS 342.895(5) are hereby waived by the District for the duration of this Agreement. That is, should a grievance or other claim of violation of applicable evaluation procedures or fundamental unfairness in a Program of Assistance for Improvement be held by the Association or individual professional educator, such grievance shall be filed in a timely manner pursuant to the provisions of the grievance procedure set forth at Article 5: Grievance Procedure. Such a grievance shall not be held in abeyance for the timeline set forth in ORS 342.895(5). This waiver is subject to the repeal or amendment of ORS 342.895(5) during the term of this Agreement.

27.11.3.2 The parties understand that the filing of a grievance as described above shall not operate to delay or otherwise impede the District's right to implement the Program of Assistance for Improvement.

27.12 A grievance relating to an evaluation of a professional educator may be filed to the extent that it alleges:

27.12.1 An item ~~the educator can demonstrate~~ is ~~clearly demonstrably~~ untrue; or

27.12.2 A violation of the procedural requirements of this Article; or

27.12.3 A violation of (a) specific provision(s) of the Handbook and any revisions to that document.

27.13 Nothing in this Agreement shall be construed to limit the opportunity of the professional educator or of either party, to make claims concerning alleged violations of this Agreement or of policies, in their presentations to the Fair Dismissal Appeals Board.

27.14 A grievance arbitration will not result in a requirement that the evaluation be modified or withdrawn unless it is shown that a violation of the evaluation process as described above directly affected the outcome of the evaluation. If an arbitrator determines that a probationary professional educator was not evaluated as described in 27.12 and that the failure to follow the evaluation process directly led to the nonrenewal, discharge or dismissal, the arbitrator may reinstate the professional educator but shall have no authority to grant any additional years of employment status, including contract status, beyond that which existed at the time the original evaluation which was subject of the grievance occurred. Thus, the arbitrator shall have no authority to rule separately on the issue of the nonrenewal, discharge or dismissal of the professional educator.

and professional educator shall review a written summative evaluation report. The summative evaluation report shall be submitted by May 1<sup>st</sup> of the year it is due.

27.6.6 Upon request, a professional educator shall be provided with a copy of the original notes made by the evaluator during an observation.

27.6.7 A copy of the written evaluation shall be submitted to the professional educator at the time of the formal evaluation conference or within ten (10) days thereafter; one (1) copy is to be signed and returned to the administration, the other is to be retained by the professional educator.

27.6.8 A professional educator having more than one supervisor shall not be subject to more than one evaluation cycle/supervised phase. In addition, there shall be one of the two supervisors who conduct the evaluation; the additional supervisor may submit notes related to an observation being conducted.

#### 27.7 Evaluation Committee

**No later than 90 days following the ratification of this CBA, PPS and PAT will form a committee that will develop an a mutually agreed upon updated process and evaluation tool for educators by May 1 of the year preceding the year it will be used to be used in the 2024-2025 school year. The new process will include a peer assistance and review process to be determined by the committee with final approval coming from the Superintendent. Half of the committee shall be PAT members appointed by PAT. The Evaluation Committee will meet to continue its work on the evaluation process and Handbook for revisions as needed.**

#### 27.8 Observations and Conferences

##### 27.8.1 Formal Observations

27.8.1.1 Formal observations shall be preceded by a pre-observation conference and shall be followed with a post-observation conference.

27.8.1.2 Following the observation, the evaluator shall give a copy of the original observation notes to the professional educator.

27.8.1.3 A post-observation conference between the professional educator and evaluator shall take place generally within five working days following the formal observation and shall be private.

##### 27.8.2 Summative Evaluation

27.8.2.1 A Summative Evaluation Report shall be completed for probationary professional educators and submitted by March 1. A Summative Evaluation Report shall be submitted for contract professional educators at least every other year by May 1<sup>st</sup> of the Supervised Phase.

27.8.2.2 The educator shall sign a copy of the Final Summative Evaluation Report to signify receipt of, not agreement with, the Report.

27.9 A professional educator or an administrator may request the presence of an observer at any formal evaluation meeting.

27.10 In the event that the professional educator feels that the evaluation was incomplete or unjust, s/he they may put his/her their objections in writing and have them attached to the evaluation report to be placed in his/her their personnel file. Such written objections shall normally be made within thirty (30) days of receipt of the evaluation.

#### ~~27.11~~ Program of Assistance for Improvement Plans of Assistance

27.11.1 The Plans of Program of Assistance for Improvement shall be in writing and include the following:

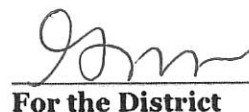
27.11.1.1 A description of the deficiency which is to be addressed by the Plan Program of Assistance for Improvement; and

**APPENDIX I  
BILINGUAL OR MULTILINGUAL ABILITY**

- I.1 In the application of the bilingual or multilingual exception to seniority in Section 18.6.2.4 the following interpretations shall apply:
- I.1.1 Bilingual or multilingual shall mean proficiency in reading, writing, speaking and listening equivalent to Advanced Mid using the American Council on the Teaching of Foreign Languages (ACTFL) proficiency guidelines aligned rubric. If an alternate exam, such as the Standards-Based Assessment and Measurement of Proficiency (STAMP), is selected, the level of proficiency under that alternate exam will be the equivalent to the ACTFL Advanced Mid.
  - I.1.2 Proficiency shall be established prior to the posting of vacancies in the annual internal transfer process.
  - I.1.3 Professional educators shall be informed of dates and times during the school year that they are able to demonstrate proficiency.
  - I.1.4 Professional educators who have demonstrated proficiency in a District supported language other than English, **relevant to the assignment**, will receive an annual stipend of \$1,500. In order to be considered “relevant to the assignment”, a minimum of 15% of the students in a school must have in common a language other than English. ~~Professional Educators who have demonstrated proficiency in a language that is not supported by the District and who, according to the October 1 enrollment report using the “Student’s Language at Home” report from Synergy, have one or more students/households in their class/easeload who speak the unsupported language shall receive the stipend. Professional educators without classes or easeloads (eg. instructional coaches) who have language proficiency in a language other than English shall receive the stipend if 5% or more of the students/households in a school they serve share that language. The \$1,500 stipend will be increased by the same percentage as the increase applied to the base salary in each contract year. and the professional educator receiving the exception must directly support, on a daily basis, one or more students within this category and be proficient as determined by I.1.1 in the same language.~~
  - I.1.5 Prior to December 1 of each year, the District shall notify professional educators in schools that meet the 15% threshold of the opportunity to demonstrate proficiency in the applicable language or languages.
- I.2 Beginning the 2021-2022 school year, ~~p~~Professional educators who have bilingual or multilingual ability relevant to the assignment (as defined in I.1.4) and who have demonstrated proficiency (as defined in I.1.1) will receive a \$1500 annual stipend. **[BARGAINING NOTE: Move this clause 12.1.6 and strike the language of the current 12.1.6]**

**Appendix I Tentative Agreement**

 11/22/23  
\_\_\_\_\_  
For the Association                      Date

 11/22/23  
\_\_\_\_\_  
For the District                              Date

**APPENDIX J  
SCHOOL PSYCHOLOGIST TRANSFER AND  
ASSIGNMENT PROCESS**

School Psychologists do not participate in the internal transfer and assignment process covering other professional educators set forth in Sections 18.3 and 18.5, of the PAT/PPS collective bargaining agreement. This Appendix sets forth the internal transfer and assignment process for School Psychologists. The terms of this Appendix do not in any other way modify or amend the provisions of the PAT/PPS collective bargaining agreement or its application to School Psychologists.

**J.1 School Psychologist FTE Committee**

J.1.1 A School Psychologist FTE Committee shall be established. The committee shall consist of five school psychologists selected by the Association, the Director of Special Education or designee. The School Psychologist FTE Committee (“FTE Committee”) shall work with the Special Education Director or designee to implement the School Psychologist staffing process.

J.1.2 School Psychologist assignments will be adjusted once every three years ~~including the staffing process in the spring of 2020 for the 2020-21 school year.~~ School Psychologists will be given the opportunity to drop a present school assignment and select a new school. To be eligible to participate in the site selection, a School Psychologist must have dropped at least one of their schools or be required to make a change because of FTE adjustment.

J.1.2.1 An exception to the 3-year stable FTE count for a building will be made in the event of a notable workload change for a site (e.g., increased caseload created by new housing development, substantial enrollment increases).  
**This includes a situation where there is an increase in psychologist staffing.**

**J.2 Rules for Site Changes**

J.2.1 Site reassignment is by seniority (i.e., if two people want the same site, the person with the higher seniority gets it), with exceptions granted to buildings shared by two School Psychologists, as outlined below:

J.2.1.1 Buildings with a 1.0 FTE assignment or less should be filled by only one School Psychologist. On rare occasion, exception may be made by agreement between the School Psychologists and administration;

J.2.1.2 If the building FTE increases, and there are two School Psychologists in the building, the person with the most FTE in the building shall have the choice to increase FTE. If that School Psychologist declines, the second School Psychologist in the building gets the choice;

J.2.1.3 If a building is split between two School Psychologists and one of them is retiring/leaving, the other School Psychologist has the choice to change their FTE in the building to take that position.

J.2.2 A School Psychologist may only participate in site selection if their site assignment no longer equals their FTE. (This includes if they have dropped all or part of their site assignment.)

## Tentative Agreement -Appendix J - 11/20/23

- J.2.3 A School Psychologist may drop as many of their sites as they like, but shall only have three (3) site choices in the selection process.
- J.2.4 If a School Psychologist does not get their 1<sup>st</sup>, 2<sup>nd</sup>, or 3<sup>rd</sup> choice in the selection process, or if they have FTE that remains unassigned, a site will be assigned to the School Psychologist at the end of the selection process by the FTE Committee.
- J.2.5 School Psychologists are encouraged to fill their FTE with one or two sites when possible (e.g., for a 1.0 FTE position, a School Psychologist should select: a 1.0; a 0.8 and a 0.2; or a 0.6 and a 0.4).

A School Psychologist on a Plan of Assistance (POA) shall generally not be allowed to transfer. Exceptions may be made by the Special Education Department.

- J.2.6 School psychologist assignments that become vacant after this selection/placement process (e.g., at the end of year, summer, mid-year, etc.) are to be considered interim placements for that school year and will be posted in the following school year staffing process.
- J.3 The process will be completed as follows:
- J.3.1 School Psychologist assignment adjustments shall be in alignment with adjustments to each building's School Psychologist FTE.
  - J.3.2 The Special Education Department shall send out information regarding building FTE and vacancies, along with staff seniority lists, to all School Psychologists prior to the selection event described in Section J.6.
  - J.3.3 School Psychologists shall have five (5) workdays to review the vacancy list and changes to their current assignment caseload based on the FTE formula. School Psychologists shall email the Special Education Department to state which part of their assignment they are dropping if necessary due to FTE changes (e.g. if a School Psychologist has a 0.6 and a 0.4, but the 0.6 increased count to 0.8 while the 0.4 remained 0.4, the School Psychologist must drop at least one of those schools). School Psychologists may also drop a school or schools based upon their desire to change sites.
  - J.3.4 Within five (5) workdays the Special Education Department shall email an updated building vacancy list to all School Psychologists. The updated list shall include the vacancies plus the schools that have been dropped by School Psychologists due to want or need to change assignments.
  - J.3.5 School Psychologists shall be provided five (5) additional workdays to review the updated list and submit a school to drop by emailing the Special Education Department. If a School Psychologist does not submit a site to drop prior to the end of this period, they are electing to keep that assignment for the following school year. If a School Psychologist must submit a site to drop (due to the count now totaling more than the School Psychologist's FTE) and fails to do so, a choice will be made for them by the FTE Committee.
  - J.3.6 A Final List (comprised of vacancies and dropped sites) shall be compiled by the Special Education Department and reviewed by the FTE Committee. The Special Education Department will email the Final List to all School Psychologists to review.
  - J.3.7 After at least 5 workdays of review time, the School Psychologists' assignment Selection Event will occur. This event will be coordinated by the FTE Committee in

Tentative Agreement -Appendix J - 11/20/23

collaboration with the Special Education Department.

- J.4 The Selection Event for School Psychologists in need of additional FTE to complete their assignment shall be run as follows:
  - J.4.1 An index card or equivalent will be made for each available school site indicating the school's FTE.
  - J.4.2 A School Psychologist can select up to three (3) school sites by writing on the school/s index card their name, seniority number, and whether the school is their first, second, or third choice.
  - J.4.3 At the end of the event, the index cards will be used by the FTE Committee to make assignments based on seniority and in accordance with the rules (see above).
- J.5 Transfer Process for School Psychologists on Off Years (when no building FTE adjustments are made):
  - J.5.1 The Special Education Department shall email vacancies to all School Psychologists in the spring at the same time as the PPS internal transfer process. Third-year probationary and contract School Psychologists interested in the vacant sites shall respond by email to the Special Education Department with their preference.
  - J.5.2 The Special Education Department shall then email an updated list of vacancies to School Psychologists. School Psychologists shall be provided five (5) workdays to review the updated list and to respond by email to the Special Education Department with their preference.
  - J.5.3 If more than one School Psychologist is interested in a vacant site, reassignment will be granted by seniority. The Special Education Department shall make the assignments based on seniority and in accordance with the rules (see above); which shall be reviewed by the FTE Committee.
  - J.5.4 This will constitute the internal process for filling these vacancies before moving to an external process.
- J.6 Other Information Regarding School Psychologist Transfers and Workload
  - J.6.1 School Psychologists will not participate in fall balancing.
  - J.6.2 Workload fluctuations shall generally be handled within PLC's and through floater support.

  
For PAT      11/20/23

  
For PPS      11/20/23

APPENDIX L

ADMINISTRATIVE LEAVE LETTER TEMPLATE

[DATE]

By hand delivery

[Employee Name]  
[Address City]

Dear [NAME],

Effective immediately you are placed on paid administrative leave of absence, pending the outcome of a personnel investigation. The reason you are being placed on paid leave is [REASONS – must be specific enough to inform the employee of why he/she is off.]

You will remain on paid administrative leave until you are notified otherwise by me. You have the right to union representation at any investigatory meeting. You will need to remain available to be contacted or to meet during your regularly scheduled working hours, either virtually or in person at the discretion of the District.

Effective [DATE], you are hereby relieved of any and all duties, responsibilities and authority as a [position], except to respond to assignments given to you by [Supervisor] while on leave.

1. You will contact [Supervisor] via email every [example: Monday and Friday during your assigned administrative leave at 9:00 a.m.] Contact is not required on holidays. You will remain available for contact by Supervisors as needed. Contact is not required on holidays, after school hours, or on weekends.
2. You must remain available to receive and communicate by phone on your assigned workdays.
3. If such permission is granted, your sick time, vacation, or comp time may be used during your absence. Sick time may be used if needed in compliance with District policy.
4. You are required to respond to interviews associated with this investigation and be available during regular contract hours [Day and Time] to cooperate as needed.
5. Do not perform any duties on behalf of the District unless directed to do so by [Supervisor].
6. You are still required to abide by applicable District Personnel Policies.

~~While you are on administrative leave, you are not to come on any District property during work hours or after, unless prior arrangements have been made.~~

~~You will not have access to the District's computer systems and District communication systems.~~

~~We request that you do not talk to employees, students, parents, or any other potential witnesses, regarding this investigation and allegations or discuss the administrative leave unless it is consistent with your rights to consult an attorney or other purpose allowed by law.~~

~~Violating any provision of this letter will constitute insubordination and may result in disciplinary action.~~

Tentative Agreement- Appendix L

For any events (virtual or in-person) during non-school hours, you are expected to conduct yourself professionally and are subject to all District policies.

While you are on administrative leave, you are not to come on any District property during work hours or after, unless prior arrangements have been made. However, if you are a parent/legal guardian of a child who is a PPS student, you may transport your child to and from school and participate as a parent in your child's school-related activities such as parent-teacher conferences, performances and sporting events. You may also access the District's outdoor property in the same manner as other members of the public during non-school hours and when no after-school activities are taking place.

If you have any questions regarding your administrative leave status or want to make arrangements to return to school while on leave, please contact your building principal at [PHONE NUMBER].

Sincerely,  
[NAME]


Sr. Partner Manager, Employee and Labor Relations or OSP Leadership

Copy: Building Administrator

OSP Leadership

PAT Representative Investigation file(s)


For the District:  6/5/23

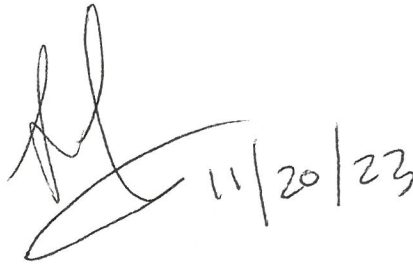
For PAT:  6-5-23

**ARTICLE 30  
DURATION**

30.1 This Agreement shall become effective the 1<sup>st</sup> day of July 202~~32~~ and shall continue through June 30, 202~~63~~.

30.2 Should there be an intervening change in financial resources available to the District which would demonstrably and drastically reduce the District's revenue, and thus, fiscal stability below the level being planned for at the time of the development of this Agreement, the parties will meet to analyze the impact and resulting status and to mutually make modifications that may be judged to be necessary and in the best interests of the parties.

  
11/20/23

  
11/20/23

**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

  
\_\_\_\_\_  
For the Association

11/24/23  
Date

  
\_\_\_\_\_  
For the District

11/26/23  
Date

Early Childhood Educators- MOA

The Association and the District agree to resume negotiations over the new article "Early Childhood Educators" within 60 days of the ratification of the 2023-2026 successor agreement. The parties agree to resume negotiations based on the language mutually agreed upon as of 11/11/23 (shown below).

The parties aim to complete negotiations in time for implementation before the start of the 2024-25 school year.

*Nothing will be implemented until the parties TA the entire article. GR 11/19/23*



**Article XX4  
Early Childhood Educators**

**XX4.1. Early Childhood Educators include all certified staff in Pre-K, Head Start, and Universal Pre-K programs within Portland Public Schools.**

**XX4.2. 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.**

**XX4.3. 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.**

**XX4.4. Committee(s) working to develop Professional Development for Early Childhood Programs**

**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"). This committee will solicit feedback from Early Childhood Educators as defined above, and recommend and review 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 early literacy, social emotional learning and self-regulation skills.**

**XX4.4.1. 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.**

XX4.4.2. **Starting in the ~~2022-2023~~ 2023-24 School Year, all Early Childhood Teachers and Educational Assistants will receive the two year Tools of The Mind training, program/grant specific curricula and/or newly adopted curricula as required under article 8.11\* (subject to change). 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.**

**XX4.5. Classroom Ratios and Staffing**

XX4.5.1. **Classroom Ratios: The District will staff Early Childhood Education classrooms either:**

XX4.5.1.1. **According to grant, state and federal requirements where required, or;**

XX4.5.1.2. **at a ratio of 18 students to 1 certified teacher whichever is lower.**

XX4.5.2. **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**

XX4.5.3. **Staffing**

XX4.5.3.1. **The District will establish a pool of substitute teacher assistants qualified to serve early childhood classrooms. The District shall staff the pool at sufficient levels to meet early childhood classroom coverage needs as defined in XX4.5.1 and XX4.5.2.**

XX4.5.3.2. **The District will ensure classrooms are fully staffed for the entire shift that is vacant.**

**XX4.6. English Learner Teachers**

XX4.6.1. **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).**

XX4.6.2. **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.**

**XX4.7. Transfers**

XX4.7.1. **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.**

**XX4.8. Sufficient Facilities**

**All Early Childhood classrooms will adhere to grant-based requirements related to facilities, space, and materials necessary to ensure a safe and healthy learning environment. This includes access to bathroom facilities.**

**XX4.8.1. Nap Time**

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

**XX4.8.2. 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.**

**XX4.8.3. 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.**

**XX4.9. 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. The Early Intervention Specialists who work year round will receive their 193-day work day calendar following the Calendar timeline defined by Article 6.**

**XX4.10. Full Continuum of Special Education Services for Pre-School**

**XX4.10.1. 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)**

**XX4.10.2. K-12 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.

**XX4.11. Support and Implementation of Multnomah County Preschool For All (Universal Pre-K)**

**XX4.11.1.** The District and PAT will form a joint committee ("Preschool for All Committee") to investigate how the 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.

**XX4.11.2.** 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.

**XX4.11.3.** PAT employees will have access and ability to apply for spaces within Early Childhood programs in PPS. Once accepted, they may enroll their children in Early Childhood programs at either their neighborhood schools or the school(s) where they work if they are eligible under the program requirements. 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.

**XX4.11.4. Home Visits & Parent-Teacher Conferences**

**XX4.11.4.1.** Early Childhood Educators ~~teachers~~ will conduct a minimum of two home visits per program year, one prior to the first day of school and another in May, as well as two school-based conferences, one during November and the other sometime between January and April, Teachers will utilize prescribed Parent Teachers Home Visits Project (PTHVP) format for all home visits.

**XX4.11.4.2.** These home visits shall be part of their 12 non-instructional days as defined in XX4.9

  
For the Association \_\_\_\_\_  
Date 11/19/23

  
For the District \_\_\_\_\_  
Date 11/19/23

## CONCEPTUAL MOA Re HEALTH AND SAFETY IMPROVEMENT INVESTMENTS

**[Bargaining note: This is a package proposal, meaning it must be accepted in full to reach a tentative agreement.]**

**November 20, 2023**

1. Portland Public Schools (PPS) is set to be awarded grant funds from the City of Portland Portland Clean Energy Benefits Fund (PCEF) to be used on clean energy projects at up to thirty-one (31) identified schools. PPS proposes to use up to \$10 million in PCEF funds to address temperature mitigation at PCEF-qualified PPS buildings.
2. As part of the award process, PPS will submit, in accordance with PCEF grant procedures, a project plan proposing to use the PCEF funds to invest in our buildings and Heating Ventilation Air Conditioning (HVAC) systems with the goal of increasing student and educator comfort and, as required by PCEF, improve climate resiliency and reduce greenhouse gas emissions.
3. PPS will comply with PCEF terms and conditions associated with the award and project plan approvals.
4. In addition, PPS will invest an additional \$10 million in capital/bond funds (not general fund) to address priority environmental health and safety and deferred maintenance building concerns in school buildings.
5. Portland Association of Teachers (PAT) will appoint one educator to participate in reviewing and providing input on the list of prioritized projects as part of the PCEF application.
6. PPS will review its integrated pest management program for opportunities to increase efficacy and safety and report to PAT on the results of the review and any changes prior to the end of the 2023-24 school year.

For the Association:

 11/20/23

For the District:

 11/20/23

~~DRAFT~~ 6 R  
11/20/23

Portland Public Schools Commitment

**Tier III Mental Health and Rapid Response Team**  
For the school year 2024-2025

**Tier III Mental Health and Rapid Response Team**

Portland Public Schools, School District No. 1J, Multnomah County, Oregon (District) agrees to increase the number of full-time equivalency (FTE) staff in the Rapid Response Team to twelve (12) to be allocated upon ratification.

For the District:



Genevieve Rough  
Senior Director Employee & Labor Relations

11/20/23

DATE



**Memorandum of Agreement  
By & Between  
The Portland Association of Teachers  
&  
The Portland Public Schools**

The District and the Association agree that supporting student mental health in Portland Public Schools is a critical step to addressing the predictability of disparities by race, socioeconomic status, and disability, and will accelerate learning and achievement for all students. Student mental health needs are best served when the school community is supported by a team of trained professional educators, support staff, and educational support professional staff.

Toward that end, the District agrees to increase the number of full-time equivalency (FTE) staff as identified in the Tier III Mental Health and Rapid Response Team tentative agreement signed and dated by the parties on November 20, 2023, and attached. ~~in the Rapid Response Team to twelve (12) to be allocated upon ratification to begin in the 2024-25 school year.~~

The parties agree to make a good faith effort to reach an agreement on how the expansion will occur, particularly in light of the agreement on student discipline that will make additional staff support **part of** providing meaningful and restorative alternatives to discipline.

The parties further agree that this MOA is an initial step and will serve as a foundation to establish a more robust mental health support system for our students.

In addition to working together to determine the structure of the expanded team(s), the District will share with the Union Association relevant ~~to~~ data to determine the impact and effect of the expanded team and to identify additional unmet needs that may need additional, responsive student supports.

~~The District agrees to expand its resource allocation, as determined by student need and available resources.~~

**[BARGAINING NOTE: Include TA as attachment]**

**MOA Mental Health Team Tentative Agreement**

  
\_\_\_\_\_  
For the Association

11/22/23  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
For the District

11/25/23  
\_\_\_\_\_  
Date

## Memorandum of Agreement


### Establishment of Social Worker Threshold/Overage Standard

In the final stages of negotiations, the parties recognized that the establishment of a threshold/overage for **School Social Worker**--which will be included in Article 8.3.5.2, sections (a) through (c)--was a more complicated discussion than anticipated and required additional discussion between the parties. In order to address this issue, the parties hereby agree:

1. Within thirty (30) days of the final approval of this agreement, the parties will meet to negotiate over the establishment of a threshold/overage for School Social Workers;
2. The parties will make every effort to reach an agreement within ninety (90) days of the final approval of this agreement.
3. If an agreement is reached, the new threshold/overage for school social workers shall be implemented. If no agreement is reached, the Employer's final position on the threshold shall become the status quo school social worker threshold/overage and shall be implemented.

#### Social Worker MOA Tentative Agreement

  
\_\_\_\_\_  
For the Association                      Date      11/24/23

  
\_\_\_\_\_  
For the District                              Date      11/25/23



JULY 2023				
M	T	W	T	F
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28
31				

AUGUST 2023				
M	T	W	T	F
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14	15	16	17	18
21	22	23	24	25
28	29	30	31	

SEPTEMBER 2023				
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25	26	27	28	29

OCTOBER 2023				
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9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30	31			

NOVEMBER 2023				
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13	14	15	16	17
20	21	22	23	24
27	28	29	30	

DECEMBER 2023				
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JANUARY 2024				
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15	16	17	18	19
22	23	24	25	26
29	30	31		

FEBRUARY 2024				
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26	27	28	29	

MARCH 2024				
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25	26	27	28	29

APRIL 2024				
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15	16	17	18	19
22	23	24	25	26
29	30			

MAY 2024				
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27	28	29	30	31

JUNE 2024				
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10	11	12	13	14
17	18	19	20	21
24	25	26	27	28

	Schools closed due to holiday or break period		Schools transitioning to new sites and new grade bands Professional Development Day (8/22)
	First/last day of school for students (8/29 & 6/14); 7th-8th & 10th-11th grade comprehensive middle schools and high schools start on 8/30		End of quarter (11/2, 1/26, 4/4)
	Day/evening conferences (no school for students)		Teacher Professional Development/planning day (no school for students); Planning days always occur after the end of a quarter (8/23, 8/24, 8/25, 8/28, 1/29, 4/5, 6/17, 6/18)
	Statewide inservice (no school for students)		Possible snow make-up day
	Kindergarten first day: Kindergarten Ramp Up Aug 29 - Sep 1; K Students attend 1 day between Aug. 29 - Sep. 1 in small groups		Pre-Kindergarten/Head Start first day (9/11)
	Mid-Term Progress Reports	*	Staff Meetings
	New Educator Orientation (8/17, 8/18)		Additional Professional Development Day(s) for Designated CSI & TSI Schools will be on 10/13.
	Indicates a major religious or cultural holiday or event to avoid scheduling conflicts. For holidays lasting multiple days, only the first day and last day are indicated. See back page for details.		



### Major Religious Holidays and Cultural Events 2023-24

Schools work to avoid scheduling special school events on major religious holidays and cultural events to be inclusive of all students. This includes the scheduling of field trips, back-to-school night, outdoor school, assemblies, major tests, PTA and site council meetings, student performances, etc. This list of holidays/events does not include all students' traditions and there may be other dates to avoid scheduling conflicts for students.

Sep. 15 & 17 Rosh Hashanah*	Feb. 14 Ash Wednesday
Sep. 24 & 25 Yom Kippur*	Mar. 10 & Apr. 9 Ramadan*
Oct. 9 Indigenous Peoples' Day	Mar. 29 Good Friday
Nov. 12 Diwali	Mar. 31 Easter
Nov. 24 Native American Heritage Day	Apr. 9 & 10 Eid al-Fitr*
Dec. 7 & 15 Hanukkah*	April 22 & 30 Passover*
Dec. 25 Christmas	June 16 & 17 Eid al-Adha*
Dec. 26. & Jan. 1 Kwanzaa	June 19 Juneteenth
Feb. 10 Lunar New Year	

*\*Observance of Jewish and Muslim holidays begin at sundown on the first day listed and end at nightfall on the last date specified.*



**RESOLUTION No. 6810**

Expenditure Contracts that Exceed \$150,000 for Delegation of Authority

**RECITAL**

Portland Public Schools (“District”) Public Contracting Rules PPS-45-0200 (“Authority to Approve District Contracts; Delegation of Authority to Superintendent”) requires the Board of Education (“Board”) enter into contracts and approve payment for products, materials, supplies, capital outlay, equipment, and services whenever the total amount exceeds \$150,000 per contract, excepting settlement or real property agreements. Contracts meeting this criterion are listed below.

**RESOLUTION**

The Superintendent recommends that the Board approve these contracts. The Board accepts this recommendation and by this resolution authorizes the Deputy Clerk to enter into the following agreements.

**NEW CONTRACTS**

<b>Contractor</b>	<b>Contract Term</b>	<b>Contract Type</b>	<b>Description of Services</b>	<b>Contract Amount</b>	<b>Responsible Admin, Funding Source</b>	<b>Certified Business</b>
IDEA Language Services, Inc.	12/13/23 through 10/25/24 Option to renew for one additional one-year term through 10/25/25	Personal Services PS 94437	Translation services for Bond-funded instructional resources. Request for Proposals 2021-3003	Not to Exceed \$370,000	C. Proctor Funding Source Varies	No
Sonova USA, Inc.	12/13/23	Purchase Order PO 166698 PO 166700 PO 166702 PO 166705	Assisted listening devices and related equipment for hearing impaired students. Sole Source - PPS-47-0275	\$315,685	D. Jung  Fund 458 Dept. 5511 Project varies	No

\*A Certified Business is a for-profit business certified as a Minority-Owned Businesses (MBE), Women-Owned Businesses (WBE), Emerging Small Businesses (ESB), and/or Service-Disabled Veteran Businesses (SDV) by the State of Oregon Certification Office for Business Inclusion and Diversity.

**NEW COOPERATIVE PURCHASING AGREEMENTS**

<b>Contractor</b>	<b>Contract Term, Renewal Options</b>	<b>Administering Contracting Agency</b>	<b>Description of Goods or Services</b>	<b>Estimated Spend During Contract Term</b>	<b>Responsible Administrator, Funding Source</b>	<b>Certified Business</b>

**NEW INTERGOVERNMENTAL AGREEMENTS (“IGAs”)**

<b>Contractor</b>	<b>Contract Term</b>	<b>Contract Type</b>	<b>Description of Services</b>	<b>Contract Amount</b>	<b>Responsible Administrator, Funding Source</b>
Portland State University	11/28/23 through 6/30/24	Intergovernmental Agreement IGA 94431	Participation in the Racial Equity Centered Pipeline Initiative. Year 3 goals include clinical coaching, equity audit, affinity space support, and faculty collaboration	\$585,315	C. Proctor Fund 299 Dept. 5449 Grant S0455

## AMENDMENTS TO EXISTING CONTRACTS

Contractor	Amendment Term	Contract Type	Description of Services	Amendment Amount, Contract Amount	Responsible Admin, Funding Source	Certified Business
Canby School District	12/13/23 through 10/31/25	Intergovernmental Agreement IGA 89876 Amendment 2	Transportation services for qualifying students who attend a Canby school but temporarily reside within the PPS boundary, as required by federal law.  This amendment adds funds to the contract.	\$75,000 \$153,000	D. Jung Fund 101 Dept. 5560	N/A - Intergovernmental
City of Portland	12/13/23 through 6/30/24	Intergovernmental Agreement IGA 86852 Amendment 5	City of Portland administers the District's Construction Workforce Equity Program.  This amendment extends services for one additional year.	\$62,545 \$341,942	D. Jung  Fund 456 Dept. 5511 Project DF120	N/A - Intergovernmental

New encumbered contracts: \$901,000

On-call, potential spend contracts: \$370,000

Amendments: \$137,545

**RESOLUTION No. 6811**

Revenue Contracts that Exceed \$150,000 Limit for Delegation of Authority

**RECITAL**

Portland Public Schools (“District”) Public Contracting Rules PPS-45-0200 (“Authority to Approve District Contracts; Delegation of Authority to Superintendent”) requires the Board of Education (“Board”) to enter into and approve all contracts, except as otherwise expressly authorized. Contracts exceeding \$150,000 per contractor are listed below.

**RESOLUTION**

The Superintendent recommends that the Board approve these contracts. The Board accepts this recommendation and by this resolution authorizes the Deputy Clerk to enter into the following agreements.

**NEW REVENUE CONTRACTS**

No New Revenue Contracts

**NEW INTERGOVERNMENTAL AGREEMENTS / REVENUE (“IGA/Rs”)**

<b>Contractor</b>	<b>Contract Term</b>	<b>Contract Type</b>	<b>Description of Services</b>	<b>Contract Amount</b>	<b>Responsible Administrator, Funding Source</b>
State of Oregon	7/1/23 through 6/30/24	Intergovernmental Agreement / Revenue IGA/R 94417	2023-24 Funding for Head Start.	\$7,335,704	C. Proctor Fund 205 Dept. 6303 Grant G2289
State of Oregon	7/1/23 through 6/30/24	Intergovernmental Agreement / Revenue IGA/R 94453	2023-24 Measure 98/High School Success grant agreement.	\$12,264,032	C. Proctor Fund 205 Dept. 9999 Grant G2297

**AMENDMENTS TO EXISTING REVENUE CONTRACTS**

No Amendments to Existing Revenue Contracts