

ARTICLE 30 SPECIAL EDUCATION

30.1 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 **as outlined in Individuals with Disabilities Education Act/Individuals with Disabilities Education Improvement Act (IDEA 1990/IDEIA 2004)**. All students will receive an education within the Least Restrictive Environment (LRE) that provides them the ~~needed~~ **required** support for a Free and Appropriate Education (FAPE).

30.1.1 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.

30.1.2 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.

30.2 Full Continuum of Special Education Services

30.2.1 The District and the Association **agree on** ~~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~~ **shall** allocate support as defined in the student's individual education plan (IEP).

1 30.2.2 Individual student’s special education services and service
2 delivery model are determined by the student’s IEP team that
3 directly works with the student. If a more restrictive
4 placement is determined to be needed, but is not available,
5 additional staff and resources will be provided at the current
6 building level to meet the needs of the student. Staff already
7 assigned to the building for specific programmatic purposes
8 shall not count as the additional staff. All IEP teams shall
9 follow district policies and procedures. IEP team decisions
10 are made following state and federal law in order to address
11 student needs. **The District Special Education Management**
12 **shall take responsibility when services in the IEP are unable**
13 **to be provided based on staffing availability or financial**
14 **constraints.**

15
16 30.3 The terms of this Article do not in any other way modify or amend the
17 PAT/PPS collective bargaining agreement or its application to Professional
18 Educators assigned to a Special Education position.

19
20 30.4 For all professional educators assigned to provide special education services
21 to students in one or more buildings, Article 7.14 applies.

22
23 30.5 Staff Ratios and Caseloads

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25 30.5.1 The District shall adhere to the Special Education class size
26 and special educator caseloads thresholds delineated in
27 Article 8 of this agreement.

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29 30.5.2 Special Education Teacher caseload refers to the number of
30 students for which a staff member is providing IEP/due
31 process case management, including:

- 32
33 1. students in the initial evaluation process with
34 signed consent to evaluate;
35 2. students with transfer IEPs, both in and out of
36 state;
37 3. private school students with Service Plans;

- 1 4. the number of incoming kindergarten students
2 with services on Individual Family Service Plans
3 (IFSP);
- 4 5. projected numbers of incoming students for
5 middle schools, high schools, special schools, and
6 the Community Transition Program (outgoing
7 students will not be included).

8 30.5.3 At all levels, every effort will be made for special education
9 teachers to serve students for which they case manage. At
10 times when this is unachievable, IEP teams will balance the
11 workload collaboratively. Special Education teachers
12 working with the student will decide on which caseload list
13 the student is captured.
14

15 30.5.4 For Special education educators that do not provide IEP/due
16 process case management, caseload refers to the number of
17 students for which a staff member is providing services.
18 Services may include but are not limited to the following
19 activities: assess students, attend IEP process meetings
20 (including the initial evaluation process for students with
21 signed consent), provide specially designed instruction or
22 related services, track student progress data, write evaluation
23 reports, create materials for the student, facilitate group or
24 individual activities, provide ongoing consultation with
25 staff.
26

27 30.5.5 School Psychologist caseload is determined by the ratio of
28 School Psychologist to students receiving special education
29 services, including students in the initial evaluation process
30 with signed consents.
31

32 30.5.6 Caseload for Speech Language Pathologists

34 30.5.6.1 For purposes of transfer and assignment, caseload is defined in the SLP
35 MOA.
36
37
38

1 30.5.6.2 For purposes of overload pay as delineated
2 in Article 8 of this agreement, caseload is
3 defined in the SLP MOA with the inclusion
4 of all students in the initial evaluation process
5 with signed consent to evaluate.
6

7 30.5.7 The District and PAT agree to meet and negotiate caseload
8 definitions for any newly created Special Education
9 positions or Special Education positions where caseload is
10 not currently defined, as appropriate.
11

12 30.6 Case Management

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14 30.6.1 In addition to contractually provided planning days, special
15 education professional educators required to complete due
16 process paperwork shall be provided four (4) days of
17 released time, per year, for that purpose. A special education
18 professional educator may elect to use these days or the
19 equivalent hours before or after the school year or outside
20 their workday at their per diem hourly rate of pay.
21

22 30.6.2 All special education **direct service providers** ~~case managers~~
23 will receive a case management period each day for due
24 process paperwork, evaluation work, and IEP work. **This**
25 **time shall be uninterrupted and educator designated.**
26
27

28 30.6.2.1 At the elementary level, the case
29 management period will be at least 40
30 continuous minutes per day, and no less
31 than 320 minutes total per week.
32

33 30.6.2.2 At the middle school and high school levels,
34 the case management period will be not
35 less than the equivalent of one standard
36 class period per day.
37

1 30.6.2.3 High school and middle school special
2 education educators will receive a
3 substantially equivalent amount of case
4 management time as other special
5 educators.

6 30.6.2.4 School Psychologists and Speech Language
7 Pathologists are also entitled to self-
8 schedule a period of time each day
9 equivalent to a standard class period (or at
10 least 40 minutes per day, and no less
11 Than 320 minutes total per week, for
12 those at the elementary level) for due
13 process paperwork, evaluation work, and
14 IEP work.

15
16 30.6.2.5 These periods of time for special education
17 case managers, School Psychologists and
18 Speech Language Pathologists reserved
19 for special education paperwork will be in
20 addition to planning time already
21 guaranteed under Article 7.10.

22
23 30.6.2.6 Educators shall have access to students
24 during their case management time.

25
26 30.6.2.7 Scheduling of this time will be determined
27 by mutual agreement between the
28 Educator and Administrator.

29
30 30.7 Special Education Policies and Procedures

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32 Special Education policies, Administrative Directives and procedures
33 shall be based on federal and state special education law. Any district
34 policies and procedures shall be made available to all employees at the
35 beginning of the school year. The District shall provide notice to the
36 Association and staff anytime changes have been made to policies,
37 Administrative Directives, procedures, and processes within a week of the
38 proposed changes . If there are district procedures not specified in the

1 OARs, they shall not cause an undue delay in special education processes
2 (evaluation, eligibility or placement). The workload of professional
3 educators shall meet general comparability as outlined in article 8.2.
4

5 30.8 Rights of Educators Supporting Students Receiving Special Education 6 Services

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8 30.8.1 All special education and general education teachers,
9 including Core Enrichment teachers, will be provided:
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11 30.8.1.1 access to a copy of the IEP/IFSP (as provided
12 by law) of a student that they serve as soon as it
13 becomes available in the records management
14 system. This includes relevant records/reports in
15 alignment with FERPA requirements such as
16 related services, medical alerts, transportation
17 needs, behavior or safety plan, evaluation
18 reports, functional behavioral assessments,
19 placement determinations and any other
20 pertinent records.
21

22 30.8.1.2 Time to review the IEP/IFSP and other
23 relevant records during the two and one half
24 (2.5) professional development days prior to the
25 start of the first student day.
26

27 30.8.1.2.1 If a student is being added to a
28 classroom after the start of the school
29 year, the professional educators who
30 work with the student will be
31 provided one full working day to
32 review the IEP/IFSP and other
33 relevant records before a student
34 begins in their classroom or on their
35 caseload. This is expected to be
36 completed during the planning time
37 and/or case management time and is

1 not intended as an additional release
2 time.

3
4 30.8.2 IEP case managers may request a meeting with their
5 building administration and special education
6 administration to discuss a student's progress when
7 a student is not making appropriate progress due to
8 unmet needs. This meeting shall not be denied.

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10 30.9 IEP Process Meetings

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12 30.9.1 Professional educators who are required to conference
13 regarding IEPs shall have a substitute provided to allow for
14 such meetings to occur within the workday. If a professional
15 educator volunteers to attend such meeting outside of the
16 workday, such member shall be compensated at their per diem
17 hourly rate for conferences which take place beyond the
18 contract day. A professional educator who chooses to
19 conference during their individual planning time, including
20 the 15 minutes at the end of the work day, can do an equivalent
21 amount of planning time outside of the work day and be
22 compensated at their hourly rate for the length of the
23 conference.

24
25 30.10 Special Education Spaces and Materials

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27 Special Education professional educators shall have:

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29 30.10.1 A dedicated, confidential office/classroom; with locking file
30 cabinets and a telephone with VOIP access. ~~If a dedicated~~
31 ~~office/classroom is unavailable, an appropriate confidential~~
32 ~~space shall be provided each time a confidential work task is~~
33 ~~required;~~

34 30.10.2 Access to all instructional, academic, and curriculum
35 materials available in the classroom for all the grade levels for
36 which the Special Educator provides services, including
37 student materials;

1 30.10.3 Access to age appropriate intervention materials for which
2 the Special Educator provide services; and copies provided
3 upon request; and

4 30.10.4 **Developmentally appropriate** Materials and curriculum for
5 social/emotional skill needs of the students available in the
6 classroom.

7 30.10.5 The materials required by 30.10.2 and 30.10.3 shall be
8 provided to the Special Education educator prior to the start of
9 the school year unless on backorder or no longer published. In
10 these instances, materials will be provided as soon as they are
11 available.

12 13 30.11 Mentorship for Special Education Professional Educators

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15 Special Educators new to the profession or new to the District will
16 receive mentorship and/or peer support during the first three (3) years of
17 employment in the District based upon available peer support. The
18 District will make reasonable efforts to recruit peer mentors and survey
19 contract Special Educators every semester to recruit mentors. When
20 possible, this mentorship or support will be offered through a Special
21 Education colleague at their work location who will be provided time in
22 their workday to provide support and will be paid extended hours for
23 each hour worked for any work done outside of the contract day. If no
24 Special Educator is available at the work location, the District will
25 provide a mentor or peer support from another work location.

26 27 30.12 Columbia Regional Inclusive Services (CRIS) Educators

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29 30.12.1 **Applicability** All provisions of Article 30 shall apply fully
30 and equally to certified staff assigned to Columbia Regional
31 Inclusive Services (CRIS), unless specifically modified or
32 supplemented in this subsection.

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34 30.12.2 **Distinction Between Itinerant and School-Based**
35 **Assignments** CRIS includes both itinerant staff serving
36 multiple districts and school-based staff assigned to Deaf and
37 Hard of Hearing (DHH) programs and classrooms operated by
38 the District. CRIS staff who are assigned to District-operated

1 DHH classrooms or programs, including but not limited to K–
2 5, 6–8, and Early Intervention (EI)/preschool programs, shall
3 be considered school-based staff for purposes of contract
4 application and shall follow the applicable school-based
5 provisions of this Agreement. Nothing in this subsection shall
6 be interpreted to reduce or waive the rights or protections
7 afforded to either itinerant or school-based CRIS staff under
8 this Agreement.

9 10 30.12.3 Planning Time — Amount and Protection

11 CRIS staff shall receive no less than four hundred ten (410)
12 minutes of planning time per week, consistent with Article 30
13 of this Agreement. Planning time for CRIS staff shall be
14 calculated consistent with the grade-level or program
15 assignment applicable to their position (e.g., elementary,
16 middle, high school, or Early Intervention), and shall not be
17 reduced due to itinerant assignment, travel between sites, or
18 service across multiple districts. Travel time between assigned
19 worksites shall not be counted as planning time. Planning time
20 shall be scheduled in a manner that allows CRIS staff to
21 meaningfully complete documentation, consultation,
22 preparation, and compliance-related responsibilities
23 associated with their assignments.

24 25 30.12.4 Flexible Scheduling of Preparation Time (Itinerant Staff)

26 Due to the itinerant and cross-district nature of CRIS itinerant
27 assignments, such staff shall have flexibility in the scheduling
28 and use of their preparation time, consistent with instructional
29 and service obligations under Article 30.

30 Preparation time shall not be restricted to a single site or fixed
31 time of day and may be scheduled flexibly to support travel,
32 documentation, consultation, collaboration, and compliance-
33 related duties.

34 35 30.12.5 Alternative Work Location for Non-Student-Facing Duties 36 (Itinerant Staff)

37 The District recognizes that CRIS itinerant assignments
38 include professional duties that do not require physical
39 presence at a school site. When District or school-based

1 workspace is unavailable or impractical, CRIS itinerant staff
2 may perform non-student-facing duties from an alternative
3 work location. Such duties include, but are not limited to,
4 documentation, IEP development, virtual meetings,
5 consultation, planning, and other compliance-related
6 responsibilities. Use of an alternative work location under this
7 provision shall not be unreasonably denied.
8

9 30.12.6 Access to IEP Management Systems

10 The District shall provide administrative support to ensure
11 CRIS staff have timely and functional access to IEP
12 management systems and required documentation platforms
13 used by partner districts served by CRIS. CRIS staff shall not
14 be held responsible for compliance delays resulting from lack
15 of system access beyond their control.
16

17 30.12.7 Confidential Workspace and Privacy

18 The District shall make reasonable efforts to provide CRIS
19 staff with access to appropriate, confidential workspace within
20 CRIS offices or at district or school sites for meetings,
21 documentation, and other confidential duties. When such
22 confidential workspace cannot be provided, CRIS itinerant
23 staff may utilize an alternative work location for confidential,
24 non-student-facing meetings and related duties, provided
25 confidentiality and data security requirements are maintained.
26

27 30.12.8 Administrative Support

28 Administrators supervising CRIS staff shall provide
29 reasonable support in addressing barriers related to
30 scheduling, travel, workspace availability, and system access
31 that are inherent in regional itinerant assignments.
32

33 30.12.9 Flexible Use of District Planning Days (Itinerant Staff)

34 CRIS itinerant staff shall be provided the same number of
35 District planning days as afforded to all certified staff under
36 this Agreement. Due to the itinerant and cross-district nature
37 of CRIS assignments, and the fact that partner districts served
38 by CRIS observe different calendars and planning days, CRIS
39 itinerant staff shall have flexibility in the scheduling and use

1 of District planning days. District planning days shall not be
2 unreasonably restricted to a single calendar date or site when
3 such restriction would undermine the purpose of the planning
4 day.

5
6 **30.12.10 Enforcement**

7 Failure to apply Article 30 and Article 30.12 provisions to
8 CRIS staff shall be subject to the grievance procedure.