Memorandum of Agreement
between
Multnomah County School district #1J (District)
And
Portland Association of Teachers (PAT)

The following represents the terms of the agreement between Multnomah county School District #1J ("District") and the Portland Association of Teachers ("PAT") regarding the interim bargaining issue over Article 6: Student Discipline/Safety.

Background

In August 2015, the District notified PAT of proposed changes to the Student Handbook and its administrative directives concerning student discipline. Such changes were related, in part, to a change in Oregon law under Senate Bill 553 which limits the use of out-of-school suspension or expulsion for Grades 5 and below. PAT presented a demand to bargain over the decision and impact of the proposed changes. The parties subsequently agreed to use a facilitated interest-based bargaining (IBB) process to address these issues. That process resulted in a series of consensus decisions, the details of which are outlined below.

Agreement

Consistent with the consensus decisions reached by the parties during the IBB process, the parties have agreed to the following:

1.) Article 6/ Administrative Directives/ Student Discipline Handbook & Guide

   A. Article 6 of the District/PAT Collective Bargaining agreement as reflected in the attached Exhibit 1.

   B. The District and PAT will meet to review changes to the District’s Administrative Directives and make any necessary modifications.

   C. The District and PAT will meet to review language in the chart contained in the Student Discipline Guide/Handbook and make any necessary modifications.

2.) Interim Discipline Plan

   A. The District shall direct all schools to communicate its current discipline plan with staff and community immediately, if it has not already been communicated. The plan shall also be posted on the school website.

   B. The District shall direct all schools whose discipline plan is incomplete to create an interim discipline plan immediately in collaboration with Sr. Director and support from its School Climate TOSA. The plan shall also be posted on the school website.
C. The District shall ensure that all School Climate Plans and/or Interim Plans are in accordance with the District/PAT Collective Bargaining Agreement, District policy, and State and Federal laws.

3.) Communicating Options for Interventions

The District through its Office of Equity & Partnerships, in collaboration with PAT, shall develop a list of available interventions in the school but outside of the classroom that can be considered by the educators.

4.) Rapid Response Team

A. The Office of Equity & Partnerships in collaboration with the Special Education and Student Services Departments shall within thirty (30) days from the completion of the PAT ratification and School Board approval processes of the terms of this Memorandum of Agreement formulate a team tasked with overseeing and assessing the support needs of the District with a special focus on students, teachers, and buildings as a whole.

The responsibilities of this team include but are not limited to:

1. Stabilizing crisis situations for student and teachers;
2. Assessing the needs of the whole school;
   a. Audit Tier 1 supports in place at the school; and/or
   b. If there are no Tier 1 supports in place, develop plan for rapid implementation
3. Determine what existing personnel in the District and in the building can do to meet the support needs identified by the team; and
4. Determine when additional personnel are needed to meet the support needs identified by the team
   a. Additional personnel selected from pool of candidates including personnel such as Student Management Specialists (SMS), Qualified Mental Health Professionals (QMHP), and Counselors.

B. The District shall allocate a total of one-hundred and fifty thousand dollars ($150,000) with an additional one-hundred and fifty thousand dollars ($150,000) from the Workload Committee budget (pending approval of the Workload Committee) for the purpose of hiring therapeutic intervention coaches or other coaches whose focus is on providing supports to "high needs" schools.

C. The District Human Resources Department will create a packet of materials for professional educators who experience a physical 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.
5.) **Pre-Inclusion Classrooms**

A. The District shall create two pre-inclusion classrooms (K-2 (10 students per classroom)) by the start of the 2016-2017 school year to serve as the interim step to establishing a sustainable program and/or process for meeting the transitional needs of students.

The pre-inclusion classrooms created must:
1. Have a dedicated space/classroom;
2. Not be located in highly impacted schools;
3. Have instructional, academic, and curriculum materials available in classroom;
4. Have materials and curriculum for social/emotional skill needs of the students available in the classroom;
5. Have supplies (fidgets, furniture, etc.) available in the classroom.

B. The Administrator of the Pioneer Program shall oversee the operation of these pre-inclusion classrooms.

B. **Staffing of each classroom shall be comprised of:**
   1. One fulltime Certified Teacher (1.0 FTE)
   2. Two fulltime Para-educators (2.0 FTE)
   3. One half-time (0.5FTE) licensed mental health provider (e.g., QMHP, School Psychologist).

C. District shall allocate an additional TOSA to the Pioneer Program to help provide support for all of the other K-8 programs.

D. The District shall endeavor to hire during the 2015-2016 school year the individuals necessary to staff the two pre-inclusion classrooms. The hiring of para-educators shall be prioritized.

E. The District shall include funding in the budget for 2016-2017 school year for these two pre-inclusion classrooms.

6.) **Culturally Responsive Tiered Fidelity Inventory (CR-TFI)**

A. 2015-2016 School Year
   1. The District shall ensure that no later than June 2016, all schools complete the following components from the CR-TFI
      a. 1.1 – Team Composition
      b. 1.2 – Team Operating Procedures.

   2. The District shall ensure that no later than June 2016 all schools shall:
      a. Establish a School Climate Team
i. Each member of the School Climate Team will complete training provided by School Climate and Discipline Department on the District’s “Learning Campus”; and
   1. District shall provide substitutes as necessary when this training is taking place
ii. Complete Tier 1 (Assessment) of CR-TFI with the School Climate Team
   b. Create action/implementation plan
      i. Communicate the action/implementation plan created to staff and building community.

3. The District shall ensure that no later than June 2016, all schools develop a process to identify 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. 1.3 – Behavioral Expectations
   b. 1.10 – Faculty Involvement
   c. 1.11 – Student/Family/Community Involvement

4. The District shall direct Sr. Directors to seek monthly updates of school process implementing Tier 1 of the CR-TFI as described above to ensure that buildings are on target for the June deadline.

5. The District shall facilitate in-depth training for Central Office staff on CR-TFI and the expectations for building administrators.

6. The District shall facilitate having Rob Horner (U of O Chair of the National Technical Center for PBIS) address District Sr. Leadership and School Board on the components of CD-TFI.

7. The District shall ensure that supports are available to facilitate this work including but not limited to:
   a. Scheduled trainings on the Learning Campus (required)
   b. Funds available to provide site based trainings and provide sub coverage for staff as well as extended hours
   c. School Climate TOSA for development and follow-up
   d. Possible meeting times to do this work
   e. Staff meetings and late openings

B. 2016-2017 School Year
   1. The District shall create a workgroup to establish a timeline and make recommendations for Tier 2 and 3 implementations given an inventory of MTSS (e.g.: CR-TFI)
      a. This workgroup will begin its work immediately with the goal of presenting recommendations to PAT, District and School Board by August 1, 2016
b. Members of this workgroup shall include all stakeholders:
   i. School Psychologist (1)
   ii. General Education Educator from each level (3)
   iii. Principal from each level (3)
   iv. Sr. Leadership from OTL/OSS (2)
   v. School Climate Coach/SMS (2 total)
   vi. District Leadership (2)
   vii. Representative from PAT (up to 2)

   c. Individuals representing the interests of PAT and the District shall be selected by each respective party.

   d. The Chairperson of this workgroup shall be approved by the Superintendent and PAT.

   e. This Workgroup shall meet after the contractual workday.

   f. Participants on this workgroup who are members of the PAT bargaining union shall be paid extended hours for their participation on this workgroup.

2. Using 1.10 (Faculty Involvement) and 1.11 (Student/family/Community Involvement) of CR-TFI, the District shall direct all schools to continue to “Fidelity” in their Tier 1 work.

3. To that end, the District shall direct that by the end of the 2016-2017 school year, all schools complete the following components from CR-TFI:
   a. 1.5 – Problem Behavior Definitions
   b. 1.6 – Discipline Policies
   c. 1.9 – Feedback and Acknowledgement
   d. 1.7 – Professional Development
   e. 1.4 – Teaching Expectations
   f. 1.8 – Classroom Procedures
   g. 1.12 – Discipline Data
   h. 1.13 – Data-based Decision Making
   i. 1.14 – Fidelity Data
   j. 1.15 – Annual Evaluation

This Memorandum of Agreement is subject to ratification by PAT and the separate and subsequent approval of the District’s Board of Education.

For the District

For the Association

Date 3-16-16

Date 03/18/16
ARTICLE 6
STUDENT DISCIPLINE / SAFETY

A. 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:

1. Oregon Statutes on Discipline, Attendance and Exclusion of Students, Chapter 339 Oregon Revised Statutes.


3. All administrative directives which are for the general knowledge of professional educators including building handbooks/rules;

4. "Policies and Regulations"

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

B. Definitions

For the purposes of this Article 6, the following definitions shall apply:

1. Physical Attack/Harm: Intentionally touching (e.g., poking, pinching, pushing) or striking of another person against his or her will or intentionally causing bodily harm to an individual.

2. Threat/Causing Fear of Harm: Physical, verbal, written or electronic action which immediately creates a fear of harm, without displaying a weapon and without subjecting the victim to actual physical attack.

C. Student Discipline

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. Such procedures shall exist in each building or program. The process must be in conformance with District policies and regulations and State law.

a. Use by the professional educator of individual independent in-class expectations, rules, and plans for student management, in conformance with the building’s discipline plan.

b. That a professional educator may remove a student from class who is disrupting the educational program in a manner requiring immediate action by the professional educator, or who has exhibited a pattern of disruptive behavior, and send the student to a location designated by the principal.

c. That the principal, supervisor or his/her designee shall, at the professional educator’s request, confer with the professional educator without disrupting the professional educator’s classes. Such conference generally shall take place prior to returning the student to class unless the principal, supervisor or his/her professional designee is not available, in which case the conference shall take place when the principal, supervisor or professional designee becomes available.
d. That a procedure shall exist for handling 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 of such students.

e. That if unacceptable student behavior continues, at either's request, the principal, or supervisor, and the professional educator shall develop and implement a mutually acceptable behavior correction plan involving, as appropriate, the principal, supervisor, professional educator, student and parent(s) and other resource staff. The plan could include, but would not be limited to, behavior contracts, special education referral, involvement of appropriate community agencies, use of time-out rooms 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.

f. If the plan does not result in a change in the disruptive behavior, the administrator in conference with the professional educator will take additional steps as may be appropriate which are consistent with and guided by the Students' Rights and Responsibilities Handbook.

g. An allegation that a student has committed assault Threat/Causing Fear of Harm or battery Physical Attack/Harm upon a professional educator shall result in the removal of the student from the responsibility of the professional educator pending administrative investigation of the incident. The administrator shall exercise appropriate progressive discipline as set forth above. If the investigation shows battery Physical Attack/Harm did occur and the professional educator so recommends, the student shall not be returned to the affected professional educator's responsibility.

h. In accordance with the Students' Rights and Responsibilities Handbook, 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 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. The Superintendent may modify the disciplinary consequences on a case-by-case basis.

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

j. Any student found to have committed assault Threat/Causing Fear of Harm or battery Physical Attack/Harm upon a professional educator shall be immediately subject to appropriate discipline in accordance with the Students' Rights and Responsibilities Handbook. However, there shall be a minimum of five (5) days suspension for a threat (assault) Threat/Causing Fear of Harm and mandatory expulsion for the remainder of the year for battery Physical Attack/Harm. The Superintendent may modify the disciplinary consequences on a case-by-case basis.

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.
k. 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.

2. The building discipline procedure shall be reviewed by the staff by June 4th and 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 (TIF)). The staff's suggested changes shall be carefully reviewed by the principal. If the changes are rejected it shall be done only for substantial reasons including staffing, and funding. Copies of these the specific building procedures shall be clearly communicated to all staff during Professional Development (PD) before the start of each school year. Copies of the specific building procedures shall be distributed to parents and building staff members students and families by the end of the second student first week of each year and shall be filed in the appropriate Central Office school. Copies shall also be posted online on the school’s website.

3. In the exercise of authority by a professional educator to control and maintain 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.

C D. Personal Injury Benefits and Property Loss

1. Any case of assault/battery Physical Attack/Harm or Threat/Causing Fear of Harm upon a professional educator while acting within the scope of his/her 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.

2. The District shall reimburse professional educator for loss of or damage to personal property excluding the professional educator’s automobile under the following circumstances:
   a. when the loss is a result of any assault/battery Physical Attack/Harm or Threat/Causing Fear of Harm on the professional educator’s person suffered during the course of employment.
   b. 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 educator’s to use for such storage.
   c. 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.

3. 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.

4. 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.

D E. 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).

F. Safety

1. A professional educator shall have the right to refuse to expose himself/herself 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 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.

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.

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 are assaulted and/or battered experience Physical Attack/Harm and/or Threat/Causing Fear of Harm.

4. 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.