

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 7.10.1. ~~Any such absence must be for a reason covered by Section 17.2 and must be documented by the professional educator.~~

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 Leave Oregon 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 ~~PFMLI-PLO~~ benefits with a 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.

17.1.5 Employees who need leave for reasons that qualify under OFLA/FMLA or PLO related to domestic violence, sexual assault, harassment, or stalking must apply for the appropriate leave. ~~may choose to apply for PFMLI benefits or take a reasonable amount of unpaid leave.~~

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, ~~or one (1) day per month they are employed, whichever is greater,~~ 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 his/her **their** daily rate under his/her **their** 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 PFMLI-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 100 percent replacement of their pay. If the professional educator has accumulated sick leave remaining after exhausting PFMLI-PLO benefits, they may also use that to continue in paid status, up to the amount provided in Article 17.4.3. If accumulated sick leave has been exhausted, the professional educator may use other paid or unpaid leave for part or all of the approved leave. 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 educators who have exhausted their accumulated sick leave. Use of this leave shall only be in accordance with the sick leave bank guidelines. The District will provide four thousand (4000) hours per year to the bank. In Addition,~~ 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 ~~PFMLI~~ **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 ~~PFMLI~~ **PLO** program or District's approved equivalent plan, 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 ~~PFMLI~~ **PLO** family leave benefits or to achieve ~~100-percent~~ replacement of their pay while receiving ~~PFMLI~~ **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 ~~PFMLI~~ **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, or if the professional educator is in isolation due to illness, or is otherwise directed to not report to work to prevent the spread of a communicable disease 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 because of 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, but in no event shall it exceed thirty (30) days.

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 ~~shall be entitled to two (2) additional days leave without loss of pay for~~ 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, ~~he/she~~ **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 ~~five (5)~~ 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 educator 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.

~~17.3.7 Paid Family and Medical Leave Insurance (PFMLI)~~

~~17.3.7.1 The District will pay the Employee payroll contribution to the Employment Department (Paid Leave Oregon) or any equivalent plan.~~

~~17.3.7.2 Employees will be able to utilize the Sick Leave Bank and supplement their PFMLI benefit amount up to 100% of their salary during approved leave.~~

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 **considered an** ~~able to participate in the internal phase of the transfer process as an~~ unassigned professional educator **during the spring staffing process.**

- 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.

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. **At the District's discretion, one (1) additional year may be granted.** ~~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 **February 1** ~~April 15~~ 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. ~~Employees may choose whether use paid leave under the PFMLI and/or under Section 17.2.1 for part or all of the leave under this section.~~

- 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** ~~be~~ 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 **inform** consult with his/her **their** 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 and course completion**. 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 five 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 five-3 (three) year service at the District minimum.**
- j. **Educators are eligible for up to two semesters of study leave.**
- k. **Any member denied Study Leave will have the right to appeal the denial to Employee and Labor Relations for reconsideration of the application. Such appeal shall not preclude the member from filing a grievance.**

~~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 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~~
- ~~c. 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 ~~she/he~~ **them** 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 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 doesn't wish~~

~~to return to his/her worksite, she/he 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.

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 a 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 **and are subject to reassignment as outlined in Article 18**. Professional educators taking leaves for more than one (1) school year **will** ~~may be~~ subject to reassignment. ~~A professional educator taking a leave for more than one (1) school year may return to his/her 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. **Should a professional**

~~educator not return from a leave, they shall not suffer any financial loss.~~ 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 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 phase of interviews begins~~ **vacancies are advertised**, 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** no later than January 15th, the professional educator will receive \$1250. If a professional educator gives such written notice no later than February 15th, 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 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 submit a transfer request form with respect to a posted vacancy.

18.3.5 The five-day posting requirement shall be waived after July ~~June~~ 1st. After July ~~June~~ 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 as

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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 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 to transfer during that school year.**

~~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.~~

~~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~~

18.4.1.4 transferring a current professional educator, in alignment with 18.6 Administration Initiated Transfers.

18.4.1.5 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 sixty forty-five (4560) workdays or less will be filled by substitute teachers.

18.4.2.2 Those of more than sixty forty-five (4560) 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 sixty forty-five (4560) 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 sixty forty-five (4560) 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 **by the district**, 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 ~~issue letters of intent to~~ 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 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 application 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 ~~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 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 Plan program 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 Plan program 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

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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 ~~Plan~~ program 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/Gender Identity balance: Transfer of a professional educator would decrease the building's percentage of under-represented male, ~~or~~ female, or transgender/nonbinary/gender-nonconforming professional educators to less than thirty percent (30%) (or primary/intermediate/upper grades percentage in an elementary building);

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- 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; or
- ~~18.6.2.6 Transgender/Nonbinary/Gender Nonconforming: If transfer of a professional education would decrease the building's percentage of transgender/nonbinary/gender nonconforming percentage in the building or below the percentage of transgender/nonbinary/gender nonconforming professional educators in the District; or~~
- 18.6.2.7 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. 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 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 apply for positions in the internal transfer process.~~
- 18.6.5 A professional educator who remains is 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 his or her their 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. **Professional Educators at each impacted school or program will choose if they want to be assigned to the newly merged school or the current school, the faculty lists are merged, and the** 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%.~~

- 18.6.9 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. **Eligible staff 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.**

- 18.6.10 ~~When classes, or programs from two (2) or more schools are combined in one school,~~ In the event of a school or program closure, the 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.~~

- 18.6.11 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 changes **in classification qualifications, licensure, or experience,** or irresolvable differences between the professional educator and the supervisor:

- 18.6.11.1 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.

- 18.6.11.2 ~~The Chief~~ A Human Resources ~~Supervisor Officer~~ **representative** 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~~ **a** Chief Human Resources **Supervisor Representative** Officer.

- ~~18.6.11.3 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~~

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~~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.~~

18.6.11.4 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.

18.6.11.5 In other types of involuntary administrative transfers under 18.6.1, a professional educator can appeal an administrative transfer to review by ~~athe~~ Chief Human Resources Representative Officer who would have to approve the transfer before it can occur.

18.6.12 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.

~~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.~~

ARTICLE 19
BUILDING ~~ACCESS~~ AND CLASSROOM MOVES

19.1. 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:

19.1.1 Up to eight (8) hours to pack and move personally-owned materials; and

19.1.2 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, p~~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: who are required to disassemble and reassemble their classroom or move to a different classroom within their building as a direct result of:

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 for the upcoming school year that occur after the final contract day of the educators work year school year has started, or

19.3.4 ~~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 ~~or~~ 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 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~~ 4 work days prior to their first work day. Materials and packed boxes moved by the District shall be delivered on site prior to the access date.

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19.6 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.

19.7 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.

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).

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 Assistance¹ 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

¹ 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 hoursER 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.**

ALL LANGUAGE FROM 21.2 thru 21.6 MOVED TO ARTICLE 22

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

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 ~~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 (HOUSSE) 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 HOUSSE 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 (HOSSE) 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 HOSSE 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 (\$1500 \$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.

