

ARTICLE 2 ASSOCIATION RIGHTS

- 2.1 Except for Section 2.9 below, the Association rights conferred on the Association in this Agreement shall be exclusive except as provided by law.
- 2.2 The Association or its representatives shall have the right to transact official Association business on District property at all reasonable times; use District facilities and equipment including but not limited to duplicating equipment, audiovisual equipment, and District email, provided the same are not otherwise in use; post notices of activities and matter of Association concern on designated bulletin boards, at least one of which shall be provided in each school building for Association use; use the District mail service and professional educator mailboxes for communications, and place small symbols on such mailboxes but limit the size of logos to one inch (1") or less. A clearly identified Association mailbox at each worksite will be reserved for Association communications. If a box is unavailable, the Association may place a mailbox that is comparable in size and appearance with the staff mailboxes that exist at the individual worksites for Association communications. The Association shall have the right to use the inter-building mail facilities and mailboxes (Pony), unless the use of an employer's mail system by an incumbent labor organization is specifically clarified by Legislation, the U.S. Postal Service, or a court of competent jurisdiction. The Association shall pay for the reasonable cost of all materials, supplies and special services required beyond the normal operation incidental to such uses. The exercise of Association rights under this Section shall not interfere with or interrupt classes or other normal school operations. Association notices should not be made available to students.
- 2.3 The District shall furnish the Association upon request all reasonably available factual information necessary to its function as exclusive bargaining representative.
- 2.4 The Association shall have the right to ten (10) minutes as a scheduled item on the agenda of each fifteen (15) of the faculty staff meeting meetings of its choice. This portion of the agenda shall be exclusively for bargaining unit members.
- 2.5 Each worksite will organize at least one of the work days before the student year begins with the 30-minute duty free lunch synchronized for all Association staff in the building.
- 2.6 Association Representatives Meeting
- 2.6.1 The District shall notify all schools and departments that no activities are to be scheduled by the District for Association representatives on the Monday preceding the beginning of the work year.
- 2.6.2 The Association may call general meetings of its Association representatives during school time up to five (5) times during the school year. Such representatives shall be released without loss of pay but the Association shall reimburse the District for the cost of substitutes. Two (2) weeks' advance written notice shall be furnished to the Employee and Labor Relations team within Human Resources Superintendent of a meeting and it shall not be called for a day when other teacher absences eliminate the availability of a sufficient number of substitutes.
- 2.7 Building/Program Area Committees
- Any general standing faculty-administration or administratively appointed faculty committee, at the building level, shall include the Association faculty representative or his/her designee as a member. Supervisor's team meetings are not included. If evaluation and/or employee performance is to be discussed at a supervisor's team meeting, the Association representative will be invited to attend. Any District committee that included designated Association representatives shall have those Association representatives appointed by the Association.

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2.8 Orientation Programs

- 2.8.1 The Association shall be provided time on the agenda at all general orientation programs for new professional educators to provide general information on the Association and its duties as exclusive bargaining agent.
- 2.8.2 The District will provide the Association with a list of all newly hired bargaining unit members and bargaining unit members who have separated employment from the District on a monthly basis which will include their names, assignments, hire dates, separation dates, and worksites.

2.9 Bargaining Unit Member Information

In addition to information included in Article 2.8.2 and pursuant to ORS 243.804(4)(a), each month, the District shall provide the Association a list of all professional educators who are employed by the District. The list will include the date of hire, job title, salary and work site location of each unit member, the unit members' cellular, home and any work telephone numbers; any means of electronic communication, including work and personal electronic mail addresses; and employees' home addresses or personal mailing addresses.

2.10 School Board Meetings

- 2.10.1 The Association shall be provided time on the agenda of each regular Board meeting for brief comments.
- 2.10.2 If the Association has a formal presentation it shall be afforded a reasonable amount of time as determined by the Board. By noon of the fourth calendar day prior to the meeting, the Association shall notify the Office of the Superintendent of the proposed length of the Association's formal presentation, the subject matter thereof, and any specific action to be requested from the Board or administration at the meeting. The Association agrees not to use its right under this Section for the purpose of collective bargaining with the Board or any of its members.
- 2.10.3 Prior to the commencement of each meeting, the Association shall be provided a copy of the "Agenda of Board of Education" and any related informational materials/full Board of Education packet. This information may be provided electronically. However, the Association shall receive a copy of all printed Board materials at the meeting or prior to the meeting.

2.11 Instructional Program Council (IPC)

- 2.11.1 The District recognizes the expertise of professional educators and the value for their participation in education program planning. Therefore, meetings between the Superintendent and/or ~~his~~ **their** designee(s) and representative of the Association shall occur monthly for the purpose of discussing the District's instructional programs.
 - 2.11.1.1 While the District maintains authority over educational programming, items planned as major district-wide change and significant building-based initiatives shall be discussed in these meetings prior to implementation.
 - 2.11.1.2 Agendas of this advisory council will be mutually agreed upon prior to each meeting.
 - 2.11.1.3 Areas of discussion will include topics such as ongoing program implementation, new initiatives, language pathways, special education, school climate, and an overall MTSS approach. The parties agree that sufficient professional development, adequate resources and a clear implementation plan are essential to success of initiatives

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2.11.2 The Association president may appoint up to ~~at least five (5)~~ **six (6)** professional educators as representatives to such meetings. Such professional educators shall be released without loss of pay for attending the meetings.

2.12 Release of professional educators by the District from their normal work assignments to work on activities jointly sponsored by the Association and the District shall be without loss of pay.

2.13 **Curricula And Professional Development Review Committee**

2.13.1 **The District and PAT agree to create a topic called Curricula and Professional Development Review Sub-Committee of to the IPC agenda that shall meet at least 4 times a year to evaluate and approve district-wide curricula. The parties agree to discuss evaluate curricula and professional development for and its cultural competence, adherence to State and professional standards, designated supports and interventions for marginalized and underserved communities including and not limited to ELL and emergent bilinguals; Students receiving IEP services, students with historical and current trauma. All District employees will disclose any conflicts of interests or personal ties to companies and organizations considered or used in the process of Professional Development or Curricula. IPC mMeetings will occur during the contracted work day and Educators will be provided release time for attendance.**

~~2.14~~ **Student Success Act Design Team**

~~2.14.1~~ **The District and Association agree that the work of the Student Success Design Team will be ongoing and will include regular review of the District's Continuous Improvement Plan (CIP) and the data used to develop and implement the CIP.**

~~2.14.2~~ **The District and the Association shall ensure that stakeholder input (staff, families, and students) will be the key part of the data collected and reviewed.**

~~2.15~~ **Climate Justice Committee**

~~2.15.1~~ **The District recognizes the expertise of professional educators and the value for their participation in education program planning. The District shall continue to collaborate with the Climate Justice Committee that meets on a monthly basis to support the implementation of climate literacy and climate justice curriculum described in District Resolution No. 5272.**

~~2.15.2~~ **The Climate Justice Committee shall review, design, and support the creation of curriculum and instruction related to climate justice, including curriculum standards, units of study, resources, and sample learning experiences. The Committee shall also review District initiatives, programs, and policies related to climate change.**

~~2.15.3~~ **The Climate Justice Committee shall include District representatives, students, professional educators, school staff, and community members. No fewer than 50% of the Climate Justice Committee shall be comprised of members selected by the PAT. Professional educators who participate in the Climate Justice Committee shall be provided release time or paid at their per diem hourly rate for such extended time.**

ARTICLE 14

MILEAGE, PARKING AND PROCUREMENT CARDS (P-CARDS)

14.1 Mileage

14.1.1 Eligibility

Professional educators who regularly use their automobiles for on-the-job travel shall be entitled to mileage reimbursement provided they have on file with the District a current proof of insurance from their insurance company verifying they have insurance coverage at least equal to the State of Oregon minimum requirement for registering a vehicle in the State.

14.1.2 Reimbursement

Mileage shall be reimbursed at the IRS rate. If during the life of this Agreement, the IRS rate changes, the District will change its reimbursement within thirty (30) days of the effective date of the new IRS approved amount. Professional educators required to use public transportation for on-the job travel, or who are approved for a daily-use car rental, shall receive reimbursement for the fare/rental providing they submit the required verification, or supervisor authorization.

14.1.2.1 Each year, any professional educator who must travel frequently as part of the regular assignment shall designate which of ~~his/her~~ **their** assigned buildings is ~~his/her~~ **their** home building. The professional educator shall use the District approved form to notify the account payable department of this designation.

14.1.2.2 Mileage between the home building and the professional educator's residence is not eligible for reimbursement.

14.1.2.3 For the first instance of travel on any given work day, the professional educator will be reimbursed for any mileage greater than the distance between ~~his/her~~ **their** residence and ~~his/her~~ **their** designated home building.

14.1.2.4 Any travel after the first daily instance, but prior to the end of the work day, shall be reimbursed.

14.1.2.5 The mileage between the final work site and a professional educator's residence will only be reimbursed if it exceeds the mileage between the designated home building and ~~his/her~~ **their** residence. Only the excess mileage shall be reimbursed.

14.1.2.6 Consistent with IRS regulations and District policies and procedures, the District's Mileage Expense Reimbursement Request Form must be submitted no later than sixty (60) days from the date the actual expense was incurred. If a professional educator submits for reimbursement beyond the sixty (60) day limit, the amount of reimbursement shall be reduced by the amount of employer and employee associated taxes.

14.2 Parking/Commuting

14.2.1 At locations where the District has parking for teachers:

14.2.1.1 Professional educators with disabled person parking permits (either temporary or permanent) shall be given priority to receive teacher parking closest in proximity to entranceways to the work site.

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14.2.1.2 Itinerants shall be given a reserved staff parking spot.

14.2.2 The District and the Association will jointly explore ways to improve and reduce the costs of commuting for professional educators.

~~14.2.3 The District shall ensure that parking is available for all professional educators adjacent to the school/facility to which they are assigned. No educator shall be required to pay for parking adjacent to their assigned school/facility. In addition, the District shall offer incentives (i.e bus passes, secure bicycle parking, etc.) to help offset the need for parking. If there is a reduction in parking or change in the availability of parking that results in the Educator incurring parking fees, the District will pay for accessible parking for educators.~~

14.2.3 In recognition of the challenges at certain District locations related to parking access for professional educators, the District will convene a work group to assess the parking and other transportation needs for each of its locations and to provide a recommendation for future action no later than June 1, 2024. For the 2023-24 school year only, 115 parking spots will be provided to Lincoln staff.

14.3 Procurement Cards (P-Cards)

14.3.1 Eligibility

The District shall determine the professional educators who will be authorized for a P-Card based on business needs of the District for the purpose of making authorized purchases or payments on behalf of the District. The District shall place the application for the P-Card on the District website. A professional educator must obtain ~~his/her~~ **their** supervisor's approval in order to apply. Professional educators shall complete District training on P-Card usage prior to obtaining a card, and reconciliation training prior to the first month's reconciliation for that professional educator's card.

14.3.2 Usage

Professional educators approved for a P-Card are responsible for following the District P-Card Manual(s), assuring that all purchases are for appropriate use as defined in the manual, retaining all documents and receipts, providing those documents when requested by the District, and reconciling P- Card transactions as required by the District.

14.3.3 Notification to the Association

The District shall notify the Association of any changes to the P-Card Manual(s). Upon request, the District will provide a list of professional educators who are currently authorized for P-Cards. In addition, the Association and the District shall mutually agree to changes to discipline resulting from P-Card misuse, and changes to the usage of the P-Card that result in new out-of-pocket expenses for professional educators. The Association may offer suggestions on other changes to the P-Card Manual(s).

ARTICLE 23

PROFESSIONAL EDUCATOR RIGHTS AND JUST CAUSE

- 23.1 No professional educator shall be disciplined, reprimanded, or reduced in compensation without just cause. Reprimands shall be made privately and not in the presence of students, parents, professional educators or members of the community. Professional educators who have completed three (3) full years of service and are not covered by the Fair Dismissal law shall not be dismissed without just cause. Plans of Assistance and Letters of Expectation are not disciplinary and shall not be issued for misconduct.
- 23.2 A determination of sexual conduct or abuse as provided by Oregon law is subject to just cause and other contractual provisions and may be grieved as outlined in Article 5.
- 23.3 This Article does not apply to dismissal, ~~except as provided in Section 23.4, non-extension~~ or nonrenewal of **probationary** professional educators **or the first non-extension of contract professional educators.** However, professional educators subjected to **such action** ~~nonrenewal or dismissal~~ shall be afforded the procedural rights of due process.
- 23.4 ~~The dismissal, non-renewal or non-extension of a professional educator covered by the Oregon Fair Dismissal Law shall be governed solely by that statute.~~ In the event of dismissal from employment a **contract** professional educator may elect to appeal the dismissal to binding arbitration in accordance with Section 5.5 of this Agreement, or the Fair Dismissal Appeals Board, but not both. Dismissal shall mean termination during the contract year for any professional educator or a second non-extension of a contract professional educator. The professional educator must so notify the Superintendent, in writing, within ten (10) calendar days after receipt of notice of the dismissal decision of the District's School Board. ~~Probationary professional educators who are non-renewed and temporary professional educators completing the term of their contract may not appeal to arbitration.~~
- 23.5 The personal life of a professional educator is not an appropriate concern of the District, except where it relevantly affects the professional educator's fitness for or performance of **their** ~~his/her~~ professional duties.
- 23.6 Removal from an Extended Responsibility Assignment
- 23.1.1 If a professional educator is removed from an extended responsibility assignment, upon request **s/he** ~~they~~ shall be given the reasons in writing and afforded the opportunity to have a representative present in any discussion with the supervisor.
- 23.1.2 If a professional educator starts an extended responsibility assignment during a school year, and the professional educator is removed from the responsibility during the school year, the professional educator shall be paid the entire salary due for that assignment, unless the professional educator is **physically** unable to perform the extended responsibility assignment.
- 23.1.3 ~~Dismissal of a professional educator whose assignment includes extended responsibility as an extension of the assignment (e.g., TOSA, Media Specialist, Music Teacher) is subject to Section 23.4.~~
- 23.7 Administrative Support at Parent Meetings

A professional educator has the right to administrative support at any meeting with a parent. Professional educators shall not be required to meet with a parent without a workday's advance notice. If during any meeting with a parent and administrator it appears to the professional educator that complaints are being made that could result in the discipline of the professional educator, that professional educator has the right to ask for representation before continuing the meeting. A professional educator has the right to ask the supervisor to take administrative charge of the meeting when such a meeting is dealing with the job performance of or a possible action against the professional educator. ~~Tape recorders and audio r~~ **Recordings** shall not be allowed without the consent of the professional educator.

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23.8 Investigations

Whenever a professional educator is directed to meet with an administrator or other representative of the District regarding a matter which could result in disciplinary action, termination, nonrenewal or layoff, the professional educator shall be given prior written notice including:

- 23.1.1 A description of the issue to be discussed in such meeting, **including specific examples of the time, place and type of action being investigated, if known, at the meeting.** ~~enough specifics for the professional educator to gather any material/information related to the allegation;~~ and
- 23.1.1 The right to have representation by the Association or private legal counsel present to advise the professional educator during the meeting.
- 23.1.2 If additional reasons for a meeting emerge after the initial notice, the District will provide an additional notice with the additional reasons. If the professional educator believes there is insufficient time between the additional notice and the meeting, the District can choose between rescheduling the meeting later to investigate all reasons, or schedule a second meeting for the additional reasons.
- 23.1.1 Professional educators are not to be interviewed or questioned at the time of notice.
- 23.1.2 If the allegation is related to sexual conduct or abuse, the investigation will be conducted by **Employee & Labor Relations and/or an appropriate** subject matter expert for sexual misconduct or abuse.
- 23.1.3 Bargaining Unit Members shall not conduct investigations of other bargaining unit members.
- 23.1.4 The parties shall cooperate in good faith to schedule the meeting within a reasonable period of time. The parties shall identify their respective representatives and communicate it to the other party prior to the meeting.
- 23.1.5 This section does not apply to a meeting where the sole reason for the meeting is to discuss re-assignment.
- 23.1.6 The written notice of the meeting shall not be placed into the professional educator's building file or personnel file but may be kept in an investigation file.
- 23.1.7 At the conclusion of the investigation, a determination will be issued and retained in the investigation file. A copy of the determination will also be provided to the professional educator. The determination shall be issued within thirty (30) calendar days of the conclusion of the investigation unless there are extenuating circumstances.

23.9 Letter of Expectation

- 23.1.1 A Letter of Expectation is a written notice of an expectation, standard, policy or procedure arising from a complaint or an administrative concern. Letters of Expectation will not include standards stated in the evaluation rubric. A Letter of Expectation is not a finding of fault or misconduct and is not a disciplinary action. **The District will not issue a Letter of Expectation without Just Cause.**
- 23.1.2 A Letter of Expectation must conform to the template agreed upon by the parties (Appendix K). Letters of Expectation shall be placed in the official district personnel file. Letters of Expectation shall be removed from the official district personnel file after six (6) years ~~two (2) years~~. Professional educators who have received a Letter of Expectation have the right to review any letters of expectation addressed to them and attach a response.

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23.1 Paid Administrative Leave or Alternative Assignment

- 23.1.1 A professional educator who is removed from work pending an investigation and is available to report to work shall be placed on paid administrative leave or the District may place the professional educator in an alternative assignment. Alternative assignments will not result in a reduction in compensation or benefits.
- 23.1.2 If the professional educator on paid administrative leave is unavailable to report to work, ~~he/she~~ **they** will be removed from paid administrative leave status and will be able to appropriately use any leave accruals until the professional educator is available to report to work and be placed back on paid administrative leave status.
- 23.1.3 The District shall not dock a professional educator's paid leave balance in lieu of actual time off for a disciplinary suspension, or retroactively change Paid Administrative Leave to unpaid disciplinary suspension, unless there is agreement by the employee and Association.
- 23.1.4 Paid administrative leave or alternative assignment should be limited to situations where:
 - 23.1.4.1 The presence of the employee in the workplace might tend to interfere with an investigation;
 - 23.1.4.2 There are concerns the employee will repeat the alleged serious misconduct;
 - 23.1.4.3 Removal of the employee from the worksite is appropriate to maintain the safety and security of students and/or staff; or
 - 23.1.4.4 The alleged misconduct is serious enough to result in dismissal, if substantiated.

23.1.4.5 Paid administrative leave is required by law

- 23.1.1 Paid administrative leave letters will conform to the template attached as Appendix L of this Agreement and provide a description of the reason for the paid administrative leave, which is sufficient for the employee and Association to understand the events being referenced. The Association may contact the District's Labor Relations Office for additional information. The District shall place paid administrative leave letters in the investigation file, not in the professional educator's personnel file.
- 23.1.2 The investigation shall be conducted promptly in order to limit the time that the professional educator is involuntarily away from work. Investigations of professional educators on Paid Administrative Leave will be given priority over other investigations. If the administrative leave pending investigation lasts longer than ten (10) work days, the District shall notify the professional educator in writing of the reasons.
- 23.1.3 While on administrative leave, if a professional educator needs access to ~~his/her~~ **their** PPS email to gather evidence for the investigation, the District will work with the Association to allow for that access. By arrangement with the site administrator, the professional educator shall also have access to materials from ~~his/her~~ **their** classroom or office.
- 23.1.4 School and program administrators will not communicate that a professional educator is on administrative leave or disclose the reason for the administrative leave to staff, parents, students or the public. In the case where violence, child endangerment or criminal behavior is alleged, the administrator can inform those who need to know that the professional educator is not at the school. In all cases, when asked directly about the professional educator's whereabouts, the Administrator may respond that the professional educator is not at the school.

23.11 Required Examination by Physician

- 23.1.1 The District may direct a professional educator to be examined by the professional educator's physician if there exist substantive reasons which call into question a professional educator's ability to perform assigned duties. The professional educator shall be counseled as to the concern that has prompted the referral. The professional educator shall provide the District a statement from ~~his/her~~ **their** personal

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physician that confirms that the District's concern is being addressed and that the professional educator is able to perform assigned duties or is unable to continue at the present time. The professional educator will not be required to release his/her their private medical records.

- 23.1.2 If the professional educator does not have a physician, or a substantive reason exists, the District may direct the professional educator to be examined by the District's physician. The District shall provide the professional educator with the reasons prior to being examined by the District's physician. The District shall pay for any such examinations and also provide the necessary release time. The District shall request that the physician only disclose medical information specific to the reason that prompted the referral.
- 23.2 A professional educator shall not be required by the District to involuntarily submit to testing of bodily fluids unless there is a substantive reason to believe the health and safety of others is at risk.
- 23.3 Exceptional Medical/Health Care Needs
Professional Educators routinely have assigned to their regular classrooms students with special needs. Some of these students have exceptional medical/health care needs that are of a nature requiring the use of technical procedures, medical hardware, or supplies in personal health maintenance cycles. Professional educators shall not be required to have back-up training or responsibilities for the medical procedure. (This does not eliminate the option of professional educators assisting in emergencies or in volunteering to participate in training and practices for which they feel some comfort.)
- 23.14 Lost Keys
Professional educators shall not be required to reimburse the District for lost keys. Professional educators will not be responsible for re-keying District facilities. Professional educators shall be responsible for safeguarding keys in accordance with District regulations.
- 23.15 Standardized Testing
Student performance on standardized tests is not designed or intended to and shall not serve as the basis for involuntary transfer, layoff, recall, placement on the salary schedule, and/or disciplinary action.
- 23.16 Respectful Working Environment
23.1.1 Purposeful, intentional conduct by an individual or group of individuals against another, if a reasonable person would consider the behavior to be threatening, intimidating or offensive, is inconsistent with a respectful work environment. Examples include verbal abuse or other behavior that demeans, threatens, humiliates or intimidates others in the workplace. No professional educator shall be retaliated against for reporting, grieving or protesting such behavior. Likewise, no professional educator shall retaliate against a co-worker, or other District staff for reporting, grieving and/or protesting such behavior on the part of a professional educator. This section shall not be interpreted to mean that bargaining unit members may file a grievance against other bargaining unit members.
23.1.2 Reasonable counseling, discipline or job performance evaluations are consistent with a respectful working environment and are not prohibited by this provision.
- 23.2 The District shall comply with Oregon law that prohibits the use of polygraph examinations for employment purposes (ORS 659A.300); and prohibits an employer from requiring an employee to provide access to the employee's personal social media account (HB 2654 effective January 1, 2014).

ARTICLE 27

EVALUATION

27.1 The performance of professional educators shall be evaluated in writing in accordance with the provisions of the *Portland Public Schools Handbook for Professional Growth and Evaluation* (hereafter referred to as the "Handbook") dated December 16, 2013. Any revisions of the Handbook shall be mutually agreed upon. The jointly agreed upon evaluation forms will be included in the Handbook.

27.2 The Handbook and appendices shall be made available in electronic form to all professional educators and District administrators. An electronic copy of the Handbook and appendices, including the Framework and appropriate forms setting forth criteria to be used in evaluations, shall be distributed to professional educators whenever the Handbook is revised and to all professional educators who are being newly evaluated using the Handbook.

27.3 An evaluator's rating of a professional educator in an element or a component shall be based on direct evidence supporting the rating and the evaluator shall include the evidence in the written evaluation.

27.4 Testing

Student performance on District-wide and/or other standardized tests may indicate where modifications of instruction are required, and the implementation of such modifications may be part of the evaluation process. However, evaluations or criticism of a professional educator shall not be based specifically on the issue of comparisons of such student performances.

27.5 While varied sources of information are weighed and considered, observations of a professional educator's performance and written evaluations shall be done only by licensed administrators. No member of the bargaining unit shall be the individual responsible for the evaluation of another member of the unit. Observations of professional educators made by non-administrators in the course of the non-administrators' duties shall not be shared without written permission of the observed professional educator.

27.6 Evaluation Cycle

27.6.1 The evaluation cycle differs for probationary educators and contract educators. All professional educators in the bargaining unit shall be included in the definition of probationary or contract educators in accordance with Article 1: Status and Effect of Agreement.

27.6.2 Probationary professional educators shall be formally evaluated at least two (2) times during the school year. The written Formal Observation Summary (Form 5) shall be completed on the following schedule: Probationary 1: by October 31; Probationary 2: by the last working day preceding the Thanksgiving Holiday; and Probationary 3: by the last working day preceding the Winter Break. The Summative Evaluation Report (Form 6) for all probationary professional educators shall be completed by March 1st.

27.6.3 Unless substantive reasons exist, contract professional educators in Option 1 shall be on a two-year evaluation cycle. During year one (1), the Supported Phase of the cycle, contract professional educators will continue to work on their goals and reflect on their practice. During year one (1), the evaluator may conduct informal observations.

27.6.4 Substantive reasons shall include evidence of unsatisfactory performance as defined by the evaluation Framework, and as documented through informal observations. Assignment to a new building shall not be considered a substantive reason to be placed on a Supervised Phase.

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27.6.5 During year two (2), the Supervised Phase of the cycle, the process of observations and conferences described in the Handbook will culminate in a summative evaluation meeting in which the evaluator and professional educator shall review a written summative evaluation report.

The summative evaluation report shall be submitted by May 1st of the year it is due.

27.6.6 Upon request, a professional educator shall be provided with a copy of the original notes made by the evaluator during an observation.

27.6.7 A copy of the written evaluation shall be submitted to the professional educator at the time of the formal evaluation conference or within ten (10) days thereafter; one (1) copy is to be signed and returned to the administration, the other is to be retained by the professional educator.

27.6.8 A professional educator having more than one supervisor shall not be subject to more than one evaluation cycle / supervised phase. In addition, there shall be one of the two supervisors who conduct the evaluation; the additional supervisor may submit notes related to an observation being conducted.

27.7 Evaluation Committee

No later than 90 days following the ratification of this CBA, PPS and PAT will form a committee that will develop a mutually agreed upon updated process and evaluation tool for educators by May 1 of the year preceding the year it will be used to be used in the 2024-2025 school year. The new process will include a peer assistance and review process to be determined by the committee with final approval coming from the Superintendent. Half of the committee shall be PAT members appointed by PAT. The Evaluation Committee will meet to continue its work on the evaluation process and Handbook for revisions as needed.

27.8 Observations and Conferences

27.8.1 Formal Observations

27.8.1.1 Formal observations shall be preceded by a pre-observation conference and shall be followed with a post-observation conference.

27.8.1.2 Following the observation, the evaluator shall give a copy of the original observation notes to the professional educator.

27.8.1.3 A post-observation conference between the professional educator and evaluator shall take place generally within five working days following the formal observation and shall be private.

27.8.2 Summative Evaluation

27.8.2.1 A Summative Evaluation Report shall be completed for probationary professional educators and submitted by March 1. A Summative Evaluation Report shall be submitted for contract professional educators at least every other year by May 1st of the Supervised Phase.

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27.8.2.2 The educator shall sign a copy of the Final Summative Evaluation Report to signify receipt of, not agreement with, the Report.

27.9 A professional educator or an administrator may request the presence of an observer at any formal evaluation meeting.

27.10 In the event that the professional educator feels that the evaluation was incomplete or unjust, ~~she~~ they may put ~~his/her~~ their objections in writing and have them attached to the evaluation report to be placed in ~~his/her~~ their personnel file. Such written objections shall normally be made within thirty (30) days of receipt of the evaluation.

27.11 ~~Program of Assistance for Improvement~~ Plans of Assistance

27.11.1 The ~~Program of Assistance for Improvement~~ Plans of Assistance shall be in writing and include the following:

27.11.1.1 A description of the deficiency which is to be addressed by the ~~Plan Program of Assistance for Improvement~~ Plan Program of Assistance; and

27.11.1.2 A ~~plan program~~ plan program for achieving the desired performance improvement. The ~~plan program~~ plan program of assistance shall include:

23. The description of the improvement in performance that the educator is expected to achieve;

b. A description of resources to be used and assistance to be provided by the District; and

c. The ~~plan program~~ plan program shall contain a reasonable timeline for completion and include a schedule for assessing progress towards achieving improvement in performance.

27.11.2 Upon request of the professional educator, following successful completion of a ~~plan program of Assistance for Improvement~~ plan program, the educator shall be given written verification. A copy of this notice shall be placed in the personnel file.

27.11.3 Waiver

27.11.3.1 The parties agree that the provisions of ORS 342.895(5) are hereby waived by the District for the duration of this Agreement. That is, should a grievance or other claim of violation of applicable evaluation procedures or fundamental unfairness in a Program of Assistance for Improvement be held by the Association or individual professional educator, such grievance shall be filed in a timely manner pursuant to the provisions of the grievance procedure set forth at Article 5: Grievance Procedure. Such a grievance shall not be held in abeyance for the timeline set forth in ORS 342.895(5). This waiver is subject to the repeal or amendment of ORS 342.895(5) during the term of this Agreement.

27.11.3.2 The parties understand that the filing of a grievance as described above shall not operate to delay or otherwise impede the District's right to implement the Program of Assistance for Improvement.

27.12 A grievance relating to an evaluation of a professional educator may be filed to the extent that it alleges:

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~~27.12.1 An item is clearly untrue; or~~

27.12.2 A violation of the procedural requirements of this Article; or

27.12.3 A violation of (a) specific provision(s) of the Handbook and any revisions to that document.

27.13 Nothing in this Agreement shall be construed to limit the opportunity of the professional educator or of either party, to make claims concerning alleged violations of this Agreement or of policies, in their presentations to the Fair Dismissal Appeals Board.

27.14 A grievance arbitration will not result in a requirement that the evaluation be modified or withdrawn unless it is shown that a violation of the evaluation process as described above directly affected the outcome of the evaluation. If an arbitrator determines that a probationary professional educator was not evaluated as described in 27.12 and that the failure to follow the evaluation process directly led to the nonrenewal, discharge or dismissal, the arbitrator may reinstate the professional educator but shall have no authority to grant any additional years of employment status, including contract status, beyond that which existed at the time the original evaluation which was subject of the grievance occurred. Thus, the arbitrator shall have no authority to rule separately on the issue of the nonrenewal, discharge or dismissal of the professional educator.

APPENDIX I BILINGUAL OR MULTILINGUAL ABILITY

I.1 In the application of the bilingual or multilingual exception to seniority in Section 18.6.2.4 the following interpretations shall apply:

- I.1.1 Bilingual or multilingual shall mean proficiency in reading, writing, speaking and listening equivalent to Advanced Mid using the American Council on the Teaching of Foreign Languages (ACTFL) proficiency guidelines aligned rubric. If an alternate exam, such as the Standards-Based Assessment and Measurement of Proficiency (STAMP), is selected, the level of proficiency under that alternate exam will be the equivalent to the ACTFL Advanced Mid.
- I.1.2 Proficiency shall be established prior to the posting of vacancies in the annual internal transfer process.
- I.1.3 Professional educators shall be informed of dates and times during the school year that they are able to demonstrate proficiency.
- I.1.4 In order to be considered "relevant to the assignment", a minimum of 10 ~~45~~% of the students in a school must have in common a language other than English according to the October 1 enrollment report using the "Student's Language at Home" report from Synergy, and the professional educator receiving the exception must directly support, on a daily basis, one or more students within this category and be proficient as determined by I.1.1 in the same language.
- I.1.5 Prior to December 1 of each year, the District shall notify professional educators in schools that meet the 10 ~~45~~% threshold of the opportunity to demonstrate proficiency in the applicable language or languages.

I.2 Beginning the 2021-2022 school year, professional educators who have bilingual or multilingual ability relevant to the assignment (as defined in I.1.4) and who have demonstrated proficiency (as defined in I.1.1) will receive a \$1500 annual stipend.

