

**APPENDIX L
ADMINISTRATIVE LEAVE LETTER TEMPLATE**

Date

By hand delivery

Employee
Address City

Dear [NAME],

Effective immediately you are placed on paid administrative leave of absence, pending the outcome of a personnel investigation. The reason you are being placed on paid leave is [REASONS – must be specific enough to inform the employee of why he/she is off.]

You will remain on paid administrative leave until you are notified otherwise by me. You have the right to union representation at any investigatory meeting. You will need to remain available to be contacted or to meet during your regularly scheduled working hours, **either virtually or in person at the discretion of the District.**

Effective (Date), you are hereby relieved of any and all duties responsibilities and authority as a (position), except to respond to assignments given to you by (Supervisor) while on leave.

1. ~~You will contact (Supervisor) via email every (example: Monday and Friday during your assigned administrative leave at 9 am)~~ **You will remain available for contact by Supervisors as needed.** Contact is not required on holidays, **after school hours, or on weekends.**
2. You must remain available to receive and communicate by phone on your assigned workdays.
3. If such permission is granted, ~~your sick time~~, vacation, or comp time may be used during your absence. **Sick time may be used if needed in compliance with District policy.**
4. You are required to respond to interviews associated with this investigation and be available **during regular contract hours** (Day and Time) to cooperate as needed.
5. Do not perform any duties on behalf of the District unless directed to do so by (Supervisor).
6. You are still required to abide by applicable District Personnel Policies.

~~While you are on administrative leave, you are not to come on any District property during work hours or after, unless prior arrangements have been made.~~

You will not have access to the District's computer systems and District communication systems.*****

~~We request that you do not talk to employees, students, parents, or any other potential witnesses regarding this investigation and allegations or discuss the administrative leave unless it is consistent with your rights to consult an attorney or other purpose allowed by law.~~

Violating any provision of this letter will constitute insubordination and may result in disciplinary action.

~~While you are on administrative leave, you are not to come on any District property during work hours or after, unless prior arrangements have been made.~~ However, if you are a parent/legal guardian of a child who is a PPS student, you may transport your child to and from school and participate as a parent in your child's school-related activities such as parent-teacher conferences, performances and sporting events. You may also access the District's outdoor property in the same manner as other members of the public during non-school hours and when no after-school activities are taking place. ~~For any events (virtual or in person) during non school hours, you are expected to conduct yourself professionally and are subject to all District policies.~~

If you have any questions regarding your administrative leave status or want to make arrangements to return to school while on leave, please contact your building principal at [PHONE NUMBER].

Sincerely,
[NAME]

Sr. ~~Partner Manager~~, Employee and Labor Relations or OSP Leadership

Copy: Building Administrator

OSP Leadership

PAT Representative Investigation File(s)

ARTICLE 1: STATUS AND EFFECT OF AGREEMENT

1.1 Recognition of Exclusive Representative

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

1.2 Definitions

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

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

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

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

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

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

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

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

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

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

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

1.6 Notice of Proposed Changes in Board Policy or Administrative Directives

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

1.7 Should any provision of this Agreement be declared illegal by a court or agency of competent jurisdiction, said provision, as the case may be, shall be automatically deleted from this Agreement to the extent that it violates the law, but the remaining provision(s) shall remain in full force and effect for the duration of this Agreement, if not affected by the deleted Article, Section or clause. The subjects of the deleted provision(s)

and the affected provision(s) shall be subject to further collective bargaining during the term of this Agreement with respect to the period covered by this Agreement.

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

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.
- 2.8 Orientation Programs

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

2.9 Bargaining Unit Member Information

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

2.10 School Board Meetings

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

2.11 Instructional Program Council (IPC)

- 2.11.1 The District recognizes the expertise of professional educators and the value for their participation in education program planning. Therefore, meetings between the Superintendent and/or ~~his~~ **their** designee(s) and representative of the Association shall occur monthly for the purpose of discussing the District's instructional programs.

- 2.11.1.1 While the District maintains authority over educational programming, items planned as major district-wide change and significant building-based initiatives shall be discussed in these meetings prior to implementation.

- 2.11.1.2 Agendas of this advisory council will be mutually agreed upon prior to each meeting.

- 2.11.1.3 **Areas of discussion will include topics such as ongoing program implementation, new initiatives, language pathways, special education, school climate, and an overall MTSS approach. The parties agree that sufficient professional development, adequate resources and a clear implementation plan are essential to success of initiatives**

- 2.11.2 The Association president may appoint ~~up to~~ **at least** five (5) 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 Curricula and Professional Development Review Sub-Committee of IPC that shall meet at least 4 times a year to evaluate and approve**

district-wide curricula. The parties agree to evaluate curricula and professional development for 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. Meetings 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 11 SCHOOL IMPROVEMENT COUNCILS

11.1 Purpose

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

11.2 District Site Committee

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

11.3 Council Participation

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

11.4 Council Roles and Responsibilities and Information Access

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

~~11.5 Building Based Budgets~~

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

11.6 Implementation of Decisions

Prior to implementation of a council decision, it shall be communicated in writing to the professional educators at the school worksite. Once a decision is finally reached, it shall be implemented by all at the site. However, if requested by twenty five percent (25%) of the professional educators, the pending decision shall be put to a vote of the professional educators. To implement the decision, a majority of those participating in the vote shall be required.

11.7 Meetings

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

11.8 Training of Councils

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

ARTICLE 12 COMPENSATION

12.1 Salary Schedules

- 12.1.1 Index. The salary schedule indices are set forth in Appendix A-1.
- 12.1.2 Appendix A-2 sets forth the basic annual salaries for the period July 1, **2023, 2020**, through June 30, **2026 2022**. The ~~2021-2022~~ **2023-24** salary schedule shall be increased by ~~8.5%~~. **The 2024-2025 salary schedule shall be increased by 7.0%. The 2025-2026 salary schedule shall be increased by 6.0%**
- 12.1.3 Professional educators with a doctorate degree in field related to assignment shall receive an additional \$2,000 per school year.
- 12.1.4 Professional educators who have received and retain a National Board Certification for Professional Teaching Standards shall receive an additional \$1500 per school year. ~~Only Professional Educators with NBCPTS will receive this stipend after July 1, 2020. Stipends paid inadvertently to professional educators for national board certifications other than NBCPTS will be grandfathered until June 30, 2020 and then discontinued. The District and The Association agree to convene a workgroup to review appropriate stipends for certifications available to educators by June 30, 2019.~~ **Professional educators who earn/receive other certifications from National Boards (or State Boards if National Boards do not exist) shall also receive the additional \$1500 per school year.**
- 12.1.5 ~~Effective the 2021-2022 school year, p~~Professional educators who teach in the target language in a DLI program shall receive an annual stipend of \$3,000. Educators who work less than full time in a DLI program will receive a prorated stipend based on their FTE.
- 12.1.6 ~~Effective the 2021-2022 school year, professional educators shall receive a \$1,500 annual bilingual/multilingual stipend in accordance with Appendix I.~~ **Professional educators who are asked to use bilingualism in the performance of their regular job duties shall receive an annual stipend of \$1500.**
- 12.1.7 **Educators who are asked to perform additional duties to assist with building translation/interpretation needs shall do so on a voluntary basis and be compensated at the educator's per-diem hourly rate.**

12.2 Salary Placement

All professional educators shall be placed on the salary schedule based upon their prior work experience and education/training level. Additional information about salary placement can be found in the *Guidelines for Professional Growth/In-service* (see reference in Section 21.2).

12.2.1 Educational Credit

- 12.2.1.1 At such time that the State of Oregon requires completion of a "5th year" program for licensure, new professional educators shall be given credit for the hours required following the Bachelor's degree for completion of a "5th year" program up to a maximum of forty-five (45) quarter hours. Currently employed professional educators, who have completed a "5th year" program but were not given credit at the time of employment, shall be given credit on the salary schedule up to the BA+45 column.
- 12.2.1.2 **Career and Technical Education (CTE)** ~~Vocational~~ professional educators may receive credit for technical coursework taken at a community college. Such courses shall be relevant to the professional educator's field of preparation and to service as a professional educator in this District.
- 12.2.1.3 In order to receive a salary adjustment retroactive to the beginning of the current school year, a professional educator must, by October 31st, provide the Human Resources Department with proof of completion of coursework. Adjustments based upon proof received after October 31st will be made effective the first day of the next pay period.

12.2.1.4 Multiple Graduate Degrees and Graduate Credits

Placement on the salary schedule and salary advancement for professional educators with multiple graduate degrees shall be in accordance with the following:

- a. Educational experience (lane advancement) shall be granted for any fully completed graduate degree (MA, MFA, JD, PHD, etc.), regardless of date of licensure.
- b. Column salary credit (lane advancement) will not be limited to a single graduate degree.
- c. Educational experience would be based on the order the graduate degrees were earned. The first graduate degree earned would advance the professional educator to the MA lane. The second graduate degree earned would count as graduate credits beyond the MA+O lane.
- ~~d. No graduate credits prior to licensure shall be credited towards lane advancement unless/until they become part of a completed graduate degree.~~
- e. Graduate credits earned outside of a degree program are eligible for salary advancement, ~~as long as they are earned after licensure and are consistent with the requirements in the In-Service Guidelines.~~

12.2.2 Experience Credit

- 12.2.2.1 Newly hired temporary or probationary professional educators who have previous experience/experience working in a PK-12 school setting where the responsibility was similar to that of professional educators in the Portland Public Schools shall be given experience credit on the following basis:
 - a. one (1) year of credit for each full year of full-time experience (minimum one hundred thirty-five (135) days within the regular school year); and
 - b. one (1) year of credit for each two (2) years of part-time experience that is half-time or more but less than full-time (minimum of one hundred thirty-five (135) days within the school year).
 - c. Verification of experience shall be made by the Human Resources Department.
- 12.2.2.2 Central Staff Professional Librarians, and other Central Office professional educators, shall be placed on the salary schedule in accordance with the educational requirements for teachers. In determining years allowed for the equivalency of outside experience for teacher-librarians, teachers of speech and hearing and teachers in special schools who are otherwise qualified, one hundred thirty-five (135) days, while employed on a professional full-time basis, shall be counted.
- 12.2.2.3 Any professional educator who resigns shall, upon re-employment, be placed on the salary schedule on the same basis as a new hire, except that, if the professional educator completes the year and is re-employed prior to opening of school the succeeding year, the Superintendent may use his discretion in recommending to the District that the resignation be rescinded.
- 12.2.2.4 Teaching experience shall be granted for prior kindergarten or nursery school teaching provided the teaching was in a licensed position and in a standard school administered by the public-school system, or in a private school accredited or approved under state laws of standardization.
- 12.2.2.5 Full-time administrative and teaching experience in an accredited institution of higher education shall be counted as teaching experience, provided such experience consisted of at least one hundred thirty-five (135) days within a school year. Full-time administrative and teaching experience in a PK-12 setting shall be counted as teaching experience, provided such experience consisted of at least one hundred thirty-five (135) days within a school year.

- 12.2.2.6 Credit for a sabbatical leave of absence for study during previous employment with this District shall be allowed as experience, subject to the 135 days school year criterion. No credit for leaves of absence from a school district outside of PPS will be allowed as experience.
- 12.2.2.7 Salary adjustments on the basis of experience will be made only after official verification, and shall become effective during the payroll period in which approved. Such salary adjustments will not be retroactive, except that experience verified within sixty (60) days of the start of employment shall be retroactive to the first day of employment.
- 12.2.2.8 In the event that records have been destroyed, a notarized statement from two (2) responsible adults, other than relatives, having knowledge of the professional educator's experience, may be accepted.
- 12.2.2.9 A professional educator assigned to a **CTE vocational** teaching position shall be granted salary credit for a related **CTE vocational** experience on the following basis:
- Non-degreed applicants shall be eligible for placement on the "BA" column of the salary schedule provided they have four (4) years of verifiable work experience in an occupational field related to the teaching assignment. They shall receive one (1) salary step for each year of experience in excess of four (4) years but not to exceed ten (10) years of credit. Eight (8) months of experience in a 12-month period shall be considered to be one (1) year of experience.
 - Degreed applicants who are required to have related work experience in order to qualify for a **CTE vocational** license shall receive credit for each year of work experience required for the licensure. Eight (8) months of experience in a 12-month period shall be considered the public-school system, or in a private school accredited or approved under state laws of standardization.
 - The District shall use a form to verify professional educator experience that is appropriate to the field of work being verified.**
- 12.2.2.10 School **and clinical** psychologists' placement and progression shall be on the MA+45/BA+105 column of the salary schedule with one (1) step for each full year of experience as a full-time school psychologist and one (1) step for each year of experience as a teacher, counselor, clinical psychologist or similar occupation.
- 12.2.2.11 Speech and Language Pathologists' placement and progression shall be on the MA+45/BA+105 column of the salary schedule with one (1) step for each full year of experience as a full-time teacher or speech and language pathologist and one (1) step for each two (2) years of experience as a part-time teacher or speech and language pathologist with part-time meaning at least half time.
- 12.2.2.12 **Professional educators who are required, for licensure to complete a single practicum/apprenticeship program of at least 1000 hours, shall have either initial placement (or a guide-adjustment) on the MA+45/BA+105 column of the salary schedule.**
- 12.2.2.13 Initial placement for social workers shall be determined the following way:**
- One (1) year of experience credit shall be given for each full year of experience as a social worker with a Master of Social Work degree (MSW),
 - one (1) step for each two (2) years of part-time experience as a social worker with a Master of Social Work degree (MSW) with part-time meaning at least half time,**
 - and one (1) year of experience credit for each one (1) year of experience **(or .5 credit for part-time)** as a social worker prior to a MSW or as a teacher, counselor, caseworker, or similar occupation.
 - Plus-hour credit shall be given for course work taken following obtaining a Master of Social Work degree (MSW).

12.2.2.14 Placement on the salary schedule for child development specialists, behavior management specialists and student service specialists shall be as follows:

- a. One step for each full year of experience as a social worker, teacher, counselor, child development specialist, behavior management specialist, student service specialist or in a similar occupation as determined by the District.
- b. Credit will be given for relevant coursework beyond a Bachelor's Degree taken after initial employment in a position similar to that as a social worker, teacher, counselor, child development specialist, behavior management specialist, student service specialist or similar occupation. Credit will be given for Master's degree.

12.3 Salary Advancement

- 12.3.1 Advancement by reason of change in educational status (lane advancement) shall be in accordance with the article on Professional Growth. Additional information about salary advancement can be found in the *Guidelines for Professional Growth/In-service* (see reference in Section 22.2).
- 12.3.2 Plus hours beyond initial salary placement must be based on coursework at accredited colleges or universities.
- 12.3.3 Employees, who earn a credit level necessary to advance to another column on the salary schedule, shall be paid at the new salary level effective the first day of the next pay period after supplying verification to the District. Such salary adjustments will not be retroactive, except that credits verified by October 31 shall be retroactive to the beginning of the school year.
- 12.3.4 Effective July 1 of each year, professional educators, except those on the highest step of each column, shall receive a step increase.
- 12.3.5 A professional educator ~~who works half-time or more~~ shall be entitled to a step increase if ~~s/he~~ they works fifty percent (50%) or more of ~~his/her~~ their work year. Regularly credited sick or other paid leave for which professional educators receive full or partial pay shall count as days worked.

12.4 **Retirement Stabilization**

The District shall contribute one percent (1.0%) of a professional educator's salary into a 403B retirement savings plan. The District shall match the voluntary 403B contributions of all professional educators up to an additional one- and one-half percent (1.5%) of the educator's salary. The contributions shall be made on a monthly basis as a part of the payroll process.

12.5 Payroll Checks

- 12.5.1 Professional educators may individually elect to receive their annual compensation on ten (10) or twelve (12) equal monthly payments by submitting their request in writing to the District's Payroll Office prior to the end of the preceding school year. In the absence of such a written request, twelve (12) payments will be deemed to have been selected.
- 12.5.2 The method of payment selected by a professional educator cannot be changed during the course of the school year.
- 12.5.3 In cases where payments on a 10-month basis are selected, the last payment will be subject to the three months of authorized payroll deductions (i.e., professional educator contributions to health and welfare insurance, credit union, etc.).
- 12.5.4 Professional educators shall be paid on the last business day of the month. During the summer period checks shall be mailed to the designated address of the professional educator at the end of each month. The parties shall continue to discuss the possibility of moving to a system of bi monthly paychecks.
- 12.5.5 If a professional educator is dismissed before receiving the entire number of monthly payments

selected under Paragraph 1, the District shall make a lump sum payment within two (2) business days to the professional educator.

- 12.5.6 Salary payments for extended responsibility assignments of a seasonal nature, such as coaching, shall be paid at the professional educator's option: (a) in a lump sum at the end of a season, or (b) prorated over a three-month period during the season, or (c) prorated over the months remaining in the work year following the beginning of that season.

12.5.7 Part-time and Extended Contracts

12.5.7.1 Professional educators, who work less than full-time, shall be paid at a pro-rata portion of the full-time salary. Part-time contracts shall be paid out over the regular 10- or 12-month paychecks. Other unpaid leave/time shall be deducted in the next paycheck.

12.5.7.2 Professional educators, who are granted an extended contract to work beyond the normal work year, shall be paid at their normal per diem rate for each additional day (or portion thereof). Extended contracts that are known at the beginning of the year shall be paid out as part of the normal paychecks (over 10 or 12 paychecks). Other extended hours/contract days shall be paid in the next month's paycheck after the work has been completed.

12.6 Special Salary Provisions

- 12.6.1 If there are no applicable special salary provisions or extended responsibility provisions listed in the contract, professional educators shall be paid their per diem hourly rate for work specifically requested by the District beyond the work day/year.

- 12.6.2 Upon mutual agreement between the professional educator and the administrator, professional educators may be paid special salary provisions as listed below. Changes in this section are effective upon ratification of this contract.

12.6.2.1 The daily rate for the base salary is the per diem rate of the base salary in Appendix A (Step 1 on the ~~BA+0~~ MA+0 column).

12.6.2.2 Professional educators working in the regular day school, evening high school, and home instruction program shall receive .22 times the daily rate for the base salary per hour or the member's hourly rate; whichever is higher. Such professional educators shall not teach more than ten (10) hours per full workweek under this provision.

12.6.2.3 Professional educators assigned as Student Activity Advisors and for student supervision at times after the workday shall be paid 0.13 times the base salary daily rate per hour. Non-paid volunteers may be used in these positions only if such positions would not otherwise be filled by unit members.

12.6.2.4 Visual Arts Professional Educators who are approved by their building administrators to participate in District sponsored art exhibits (such as "Heart of Portland" and "Art is Elementary") shall be compensated for their time at .22 times the daily rate for the base salary per hour or the member's hourly rate, whichever is higher. Compensated time for participation will include planning the show, show set up, attendance at the show/reception, and breakdown of the show. Participation by the professional educator in the event is voluntary.

12.6.2.5 A professional educator appointed to substitute in an administrative or supervisory position shall be paid his/her their teaching salary plus 0.17 times the base salary daily rate per working day for a short-term emergency period **not to exceed one (1) or two (2) consecutive days**. When the professional educator assumes full responsibility for the administrative or supervisory position for **a period of three consecutive days or more** ~~an extended period of time~~, s/he they shall receive the pay of the regular appointment. A professional educator who serves in such position while the principal is in the city, but out of the building for one half (1/2) day or more, shall receive such pay. If a principal is out of the city or incapacitated, a substitute for the professional educator shall be provided in addition to such pay.

12.6.2.6 Rate of pay for teachers of in-service classes shall be 2.0 times the base salary daily rate per

credit hour.

12.6.2.7 Professional Educators of Outdoor School shall receive an additional 0.65 times the base salary daily rate. If Outdoor School is held on a Sunday, and the professional educator volunteers to work, ~~he/she~~ **they** shall be paid 1.3 times the base salary daily rate.

12.6.2.8 Rates of pay for professional educators for each half-day session of Summer School shall be 3.2 times the base salary daily rate.

12.6.2.9 Professional Educators who are required to provide grades for more than one school's student population (e.g. itinerant professional educators who are the only provider of their area in more than one school) shall receive an additional day of pay per semester.

12.6.3 Each school year the Human Resources Department shall post the rates of pay for all rates included in Section 12.5 Special Salary Provisions.

12.6.4 Educators who provide letters of recommendations to students will be compensated one (1) hour of compensation per letter, at the Educator's hourly rate.

12.7 Fingerprinting

The District agrees to annually budget a fund to pay for the cost of fees charged by agencies for fingerprinting and the accompanying criminal check required by TSPC or the ODE.

12.8 Materials and Supplies Stipend

Each professional educator shall receive one hundred dollars (\$100) per school year to purchase materials. This stipend is in addition to those materials and supplies that are normally budgeted by the District.



ARTICLE 16 EXTENDED RESPONSIBILITY

- 16.1 Professional educators with an extended responsibility assignment as set forth in Appendix B, attached to and incorporated in this Agreement, shall be compensated in accordance with the provisions of this Agreement without deviation.
- 16.2 Extended responsibility pay is for activities and responsibilities performed, primarily outside the standard workday. It is understood that, except for those that are extensions of the classrooms or job assignment, extended responsibility pay positions are voluntary. Extended responsibilities may require work outside of the standard workday and/or work year. If there is a desire to change or increase these requirements, the District or Association must refer the changes to the extended responsibilities committee. Only mutually agreed upon changes shall be implemented.
- 16.3 Extended responsibilities that are an extension of the assignment are indicated in Appendix B by (*). Such extended responsibilities shall be required and shall be automatically calculated in the professional educator's salary. If the school does not have a regular classroom assignment (e.g., no newspaper class), the extended responsibility would not be included under this section. In such cases, the extended responsibility would be voluntary. Extended responsibilities that are an extension of the assignment as indicated in Appendix B by (*) are covered by Article 8.
- 16.4 When part-time professional educators hold an extended responsibility, the percentage of the extended responsibility shall be determined by the portion of the responsibility for which they are responsible. For example, a .5 FTE professional educator who is responsible for a full coaching extended responsibility shall be paid 100% of the extended responsibility rate. However, a .5 FTE TOSA shall receive .5 of the extended responsibility rate with the expectation that ~~she/he~~ **they** perform .5 of the extended responsibility duties.

~~Part-time Professional Educators whose duties related to the ER are functionally the same as a full-time Professional Educator shall receive the full ER amount. Educators doing a full ER in two buildings will receive twice the ER rate.~~

- 16.5 Professional Educators shall not be required to participate in non-district sponsored activities as a prerequisite to being placed in extended responsibility positions.
- 16.6 Professional Educators may request information regarding the general expectations for the extended responsibility assignment before accepting the assignment.
- 16.7 The Extended Responsibility Base rate shall be the **MA+0 BA**, step 1 rate. All extended responsibility percentages in Appendix B shall be calculated using this base rate.
- 16.8 Placement on the extended responsibility schedule shall be based on prior experience in the particular position. However, experience in a category with more than one level shall apply to another level (e.g., vocal music A and B). Experience as an assistant coach shall not be counted toward experience as a head coach.
- 16.9 Experience credit shall be given for each year in a particular extended responsibility position.
- 16.10 With the exception of extended responsibility positions that are an extension of the classroom or assignment, extended responsibility positions are voluntary, but when filling these positions, the District will give first priority to current bargaining unit members.
- 16.11 Educators who volunteer and are approved to lead student affinity groups **or climate justice groups** before school, during student- lunch times, or after school shall be provided a release period or Extended Responsibility at 3% of the base salary. Bargaining unit members who co-lead an affinity group will receive a prorated extended responsibility pay. The district shall dedicate funding for affinity groups. The affinity groups will be determined by the administrator based on the student population, needs, and interest within each school. Whenever practical, affinity group providers should mirror the affinity population of students. ~~Educators of color who led affinity groups during 2019-2020 or 2020-2021 shall be considered when determining paid affinity group leader positions for the 2021-2022 school year. In~~

~~addition, the District will fill the affinity group positions following Article 16.10.~~



16.12 Training for Coaches

The District may require the current hours of online training units and completion deadlines for coaches as long as the coaches can direct when the online training takes place. If other online training is required, coaches shall be paid at the professional educator's hourly rate, or at the ~~BA+0~~ **MA+0** step 1 hourly rate for bargaining unit members who have an ER assignment but no additional classroom/job assignment as a PAT bargaining unit member (ER-only bargaining unit members). Training for coaches other than self-directed online training is voluntary and paid at the professional educator's hourly rate, or at the ~~BA+0~~ **MA+0** step 1 hourly rate for ER-only bargaining unit members.

16.13 Extended Responsibilities Committee

16.13.1 A joint committee of six (6) members, three (3) designated by the Association and three (3) by the District, shall be formed to review the extended responsibility schedule (Appendix B).

16.13.2 This Committee is expected to:

- 16.13.2.1 review and/or develop current job descriptions for all extended responsibilities positions, starting with the technology coordinators and TOSA job descriptions;
- 16.13.2.2 develop a comparison of the extended responsibilities pay with comparable positions in other school districts in the Portland metropolitan area, starting with the athletic director and head coaches' positions;
- 16.13.2.3 develop a classification system for extended responsibilities taking into consideration the number of students, number of events, hours worked and length of season;
- 16.13.2.4 make recommendations to the Superintendent and the Association President in the rate of pay based on the classification system developed above;
- 16.13.2.5 make recommendations to the Superintendent and the Association President for deletions, additions and changes to the list of position on the extended responsibilities schedule; and
- 16.13.2.6 develop a system to review requests to add new extended responsibilities positions or to change the rate of pay for current positions based on the point systems developed above.

16.13.3 ~~The Committee shall meet by October 31, 2019.~~ Recommendations from the Committee will be considered in the ~~2020~~ **2025** **2023** successor bargaining.

ARTICLE 19 BUILDING 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, professional educators who are required to disassemble and reassemble their classroom or move to a different classroom within their building as a direct result of:~~ **Professional educators shall be compensated via extended hours at their hourly rate for each hour worked, up to a maximum of eight (8) hours, in the following situations where they are moving classrooms:**
- 19.3.1 School closure, reconfiguration, conversion, merger, or relocation, of grade levels, programs or classes;
- 19.3.2 Bond work, construction, painting, or remodeling; or
- 19.3.3 Administrator-directed moves **for the upcoming school year.** ~~that occur after the school year has started, or if the professional educator is directed to move classrooms two school years in a row, shall be compensated via extended hours 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~~ **5 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.
- 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 **Plan Program** of Assistance¹ ~~for Improvement~~ for any professional educator.
 - 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 extended responsibility mentor model operates on a one-to-one basis.

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.

- 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 from 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. 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 ER 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 participate in Medicaid billing for services, the District shall pay for licensure costs/fees for Speech and Language Pathologists to obtain or renew licensure from Board of Examiners for Speech-Language Pathology and Audiology.

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, or other legitimate pedagogical purpose. 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.