

**ARTICLE 21**  
**MENTOR PROGRAM / ~~PROFESSIONAL GROWTH~~**

**21.1 Professional Educator Mentor Program**

- 21.1.1 The District intends to maintain a mentor program for the purpose of providing support and assistance to new and/or inexperienced professional educators.
- 21.1.2 The District intends that the Professional Educator Mentor Program described in Article 21 of this Agreement, in addition to academic mentoring, also provide a culturally specific mentoring support program to newly hired educators of color, who may request a mentor of color. Educators of color who volunteer to provide this support shall be compensated at 3% percent of base salary, for each colleague they support. ~~The District and the Association will meet by November 8th, 2021 to collaborate on developing a continuum of supports for new educators of color, including training for those providing culturally specific mentoring.~~
- 21.1.3 Depending on the needs of the District and the mentor program, mentors may be assigned on either a full-release or an extended responsibility basis.
  - 21.1.3.1 Full-release mentors shall be compensated according to placement on the salary schedule plus one thousand five hundred dollars (\$1500) per school year.
  - 21.1.3.2 Extended responsibility mentors shall be compensated according to placement on the salary schedule, plus they shall receive extended responsibility pay per school year in accordance with Appendix B.
- 21.1.4 The mentor program shall operate within the following parameters:
  - 21.1.4.1 A professional educator must have contract status and four (4) or more years of experience in the District in order to be eligible to be a mentor. No professional educator shall be designated as a mentor without his/her **their** consent.
  - 21.1.4.2 Mentors shall not participate in the evaluation of beginning professional educators (mentees). Observations made and data collected by the mentor shall be used solely for the purpose of providing assistance to the mentee and shall not be used in the evaluation of the mentee. Supervisors/evaluators and mentors shall not discuss individual mentee concerns/areas for improvement without the prior approval of the mentee. Written or other reports of a mentor regarding a mentee may not be used in the mentee's evaluation.
  - 21.1.4.3 ~~The mentor program shall not be used as part of a~~ **At the educator's request, the mentor program may be used as a part of a Plan Program of Assistance<sup>1</sup> for Improvement for any professional educator. All language in 21.1.4.2 shall apply to mentors whose mentees are on a Plan of Assistance.**
  - 21.1.4.4 Collaborative Assessment Logs (CAL) shall not be shared with supervisors or used in the evaluation of the mentee. Self-assessment instruments shall not be used to evaluate mentors or mentees.
  - 21.1.4.5 Mentees shall not be required to develop additional professional goals beyond what is required in the *Portland Public Schools Handbook for Professional Growth and Evaluation*.
  - 21.1.4.6 Any professional educator released from regular duties to participate in activities related to the mentor program shall be released without loss of pay and shall not be charged leave. Mentors and mentees who are asked and volunteer to work up to five (5) days outside the standard school year shall be compensated at their per diem rate of pay.
  - 21.1.4.7 The ratio of mentors to mentees in the full-release model shall be no more than 1 to 15. Any change to the ratio shall be by mutual agreement between the District and the Association. The

<sup>1</sup> The language used here to describe a Plan of Assistance must be aligned to match the language in the Evaluation Handbook that refers to Programs of Assistance of Improvement.

extended responsibility mentor model operates on a one-to-one basis.

- 21.1.4.8 The Association shall partner with the District in the selection of mentors. The Mentor Selection Rubric shall not be used to evaluate a professional educator. Videos of mentors' coaching practices shall not be used in the evaluation of mentors.
- 21.1.4.9 Reconsideration of assignments shall not result in a reduction of FTE assigned to any mentor.
- 21.1.4.10 The mentor program may be expanded or discontinued at the discretion of the District.
- 21.1.4.11 Any Professional Educator new to the profession, or new to the District, who are required for licensure to complete a clinical fellowship (or equivalent requirement) will receive support, as available, from a professional educator that volunteers and that meets the licensing/certification supervision requirements. The volunteer supervisor shall receive up to 36 hours of extended hours pay for supervision related to the completion of the clinical fellowship year. ~~an Educator on Special Assignment or by a Technical Advisor who shall be compensated as per the Appendix B Extended Responsibility Schedule for supervision related to the completion of their clinical Fellowship Year and/or for assistance transitioning to District systems.~~**
- 21.1.4.12 Special Educators new to the profession or new to the District will receive mentorship and/or peer support during the first three (3) years of employment in the District based upon available peer support. The District will make reasonable efforts to recruit Special Educators as peer mentors and survey contract Special Educators every Semester to recruit mentors. When possible, this mentorship or support will be offered through a Special Education colleague at their work location who will be provided time in their workday to provide support and will be paid extended hours ER for each hour worked for any work done outside of the contract day<sup>2</sup>. 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**

For the Association: \_\_\_\_\_

For the District: \_\_\_\_\_

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**<sup>2</sup> A professional educator who chooses to provide mentorship during their individual planning time or case management time, including the 15 minutes at the end of the work day, can do an equivalent amount of planning time outside of the work day and be compensated at their hourly rate for the length of the mentor session.**

## **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<sup>1</sup>

**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

<sup>1</sup>**Tuition reimbursement and professional development funds are separate pools of funds.**



~~licensure/credential/specialty~~ area endorsement. This amount shall be within the tuition cost as stated in Section 22.2.2.2.

#### **22.2.4 State-Approved Professional Exams**

A professional educator may access ~~his/her~~ their professional growth funds for requests ~~for High Objective State Standards of Evaluation (HOUSSE) assessments or~~ for State Approved Core Academic exams such as the Praxis or Oregon Educator Licensure Assessment (ORELA:NES). Professional educators shall be reimbursed following sixty (60) days of submitting documentation of a passing score ~~or a copy of the HOUSSE request submitted to TSPC.~~

**22.3** The District shall pay, either through reimbursement to the professional educator or direct payment to the appropriate agencies, for the cost of fingerprinting for licensure/certification renewal.

**22.4** Because Speech and Language Pathologists, Licenced Professional Counselor, and Licenced Clinical Social Workers participate in Medicaid billing for services, the District shall pay for licensure costs/fees for ~~Speech and Language Pathologists~~ **these eligible staff** to obtain or renew licensure from Board of Examiners for Speech-Language Pathology and Audiology, **The Board of Licensed Professional Counselors and Therapists, and the Board of Licensed Social Workers.**

#### **22.5 Student Teachers/Interns**

Upon mutual agreement between the professional educator and the District, student teachers, interns or observers may be placed with the professional educator. The District will request that the college or university advise the professional educators of the type and amount of honorarium to be paid at the time the professional educators are asked to be a supervising teacher/educational professional.

**22.6** The District and the Association agree pipeline programs for future educators of color to join the District align with the District's and the Association's core values of racial equity and social justice and student achievement, particularly underserved students. The parties are in support of programs, such as the Portland Rise to Teach ~~Teacher Program (PTP)~~ and the District's Career Lattice Programs focused on educators of color, including the EA/Para-Teacher track and the Coach to Teacher Track. Applicants who have participated in the Portland Teacher Program, EA/Para-Teacher track, Coach to Teacher Track, or any other future Career Lattice Program focused on educators of color are eligible to receive letters of intent as described under Article 18.4.4.1.

#### **22.7 Professional Growth ~~Improvement~~ Fund**

The District agrees to annually budget a fund to pay the expenses of professional educators who work half-time (.5) or more to attend professional conferences.

**22.8** A conference to be attended may be selected by the professional educator. Approval shall not be denied provided the conference ~~has a~~ **is consistent with District goals including racial equity, climate justice, and has a** ~~or other~~ legitimate pedagogical purpose ~~and/or related to PK-12 education.~~ Transportation, meals, lodging, and registration shall be deemed appropriate expenses. Meals shall be reimbursed at the IRS rate, which shall be adjusted annually. A professional educator attending such conferences and meetings shall be granted sufficient leave time to attend without loss of compensation. The approval shall designate what portion, if any, of such leave time shall be charged against professional leave. Professional educators shall, upon request, submit a written report regarding such conferences. Professional educators are eligible for advances on professional ~~improvement~~ growth funds when necessary documentation is presented. If an advance is not requested, professional educators shall be reimbursed within thirty (30) days of submitting complete and accurate documentation of expenses.

**22.8.1** Professional educators are eligible for advances on professional ~~improvement~~ growth funds when necessary documentation is provided. If an advance is requested by the professional educator and such advance request is approved by the District, payment in consideration of that advance will be issued within thirty (30) days of the date the expense is expected to be incurred. Consistent with IRS

regulation and District policies and procedures, the District's Travel/Training Expense Reimbursement Request Form and all supporting documentation of expenses related to the advance received must be submitted no later than sixty (60) days from the date the actual expense was incurred. The District shall notify the professional educator of the sixty-day (60-day) deadline when the member is approved for the funds, and thirty (30) days after the approved trip is scheduled to begin. For this provision "days" means calendar days.

**22.8.2** If an advance is not requested, professional educators shall be reimbursed within thirty (30) days of submitting complete and accurate documentation of expenses. Consistent with IRS regulations and District policies and procedures, the District's Travel/Training Expense Reimbursement Request Form and all supporting documentation of expenses must be submitted no later than sixty (60) days from the date the expense was incurred.

**22.8.3** If a professional educator submits for reimbursement beyond the sixty (60) day limit, the amount of reimbursement shall be reduced by the amount of employer and employee associated taxes.

**22.9** ~~A professional educator may access his/her **their** professional improvement funds for requests for High Objective State Standards of Evaluation (HOSSE) assessments or for State Approved Core Academic exams such as the Praxis or Oregon Educator Licensure Assessment (ORELA). Professional educators shall be reimbursed following sixty (60) days of submitting documentation of a passing score or a copy of the HOSSE request submitted to TSPC.~~

**22.10** The cost of substitutes made necessary by attendance at conferences for which expenses are paid from the fund shall be borne by the District and shall not be charged against the fund.

**22.11** The Guidelines for use of the Professional Growth ~~Improvement~~ Fund shall be revised by the District and the Association and distributed to professional educators. Under this Agreement, the following guidelines shall be implemented:

**22.11.1** ~~One Two Thousand Two Hundred Five Hundred Dollars (\$1500 \$2,200)~~ shall be available to professional educators only once every ~~three-two~~ years.

**22.11.2** Applications must be processed within one (1) week of being submitted by the professional educator.

**22.11.3** These funds shall not be available to temporary professional educators unless the temporary educator is employed for a position that is expected to exist for more than one hundred thirty-five (135) days. In addition, a temporary teacher who is employed for less than one hundred thirty-five (135) days may apply and may be approved for Professional Growth ~~Improvement~~ Funds if their building administrator supports their application for the funds and expects the individual to be re-employed by the District the following year.

For the Association: \_\_\_\_\_

For the District: \_\_\_\_\_





## 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**, or nonrenewal of professional educators. However, professional educators subjected to nonrenewal or dismissal shall be afforded the procedural rights of due process.
- 23.4** In the event of dismissal from employment a 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 ~~his/her~~ **their** professional duties. Rule 581-022-2320
- 23.6 Removal from an Extended Responsibility Assignment
- 23.6.1 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.
- 23.6.2 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.
- ~~23.6.3 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~~ **Recordings** shall not be allowed without the consent of the professional educator.

### 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:

- 23.8.1 A description of the issue to be discussed in such meeting, **including enough specifics for the professional educator to gather any material/information related to the allegation.** ~~and~~
- 23.8.2 The right to have representation by the Association or private legal counsel present to advise the professional educator during the meeting.
- 23.8.3 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.
- 23.8.4 Professional educators are not to be interviewed or questioned at the time of notice.
- 23.8.5 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.
- 23.8.6 Bargaining Unit Members shall not conduct investigations of other bargaining unit members.
- 23.8.7 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.
- 23.8.8 This section does not apply to a meeting where the sole reason for the meeting is to discuss re-assignment.
- 23.8.9 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.
- 23.8.10 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

- 23.9.1 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. The District will not cite Letters of Expectations in Discipline of any kind unless directly related to the underlying conduct.**
- 23.9.2 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.

### 23.10 Paid Administrative Leave or Alternative Assignment

- 23.10.1 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.



23.10.2 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.

23.10.3 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.

23.10.4 Paid administrative leave or alternative assignment should be limited to situations where:

- 23.10.4.1 The presence of the employee in the workplace might tend to interfere with an investigation;
- 23.10.4.2 There are concerns the employee will repeat the alleged serious misconduct;
- 23.10.4.3 Removal of the employee from the worksite is appropriate to maintain the safety and security of students and/or staff; or
- 23.10.4.4 The alleged misconduct is serious enough to result in dismissal, if substantiated.
- 23.10.4.5 Paid administrative leave is required by law

23.10.5 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.

23.10.6 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.

23.10.7 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.

23.10.8 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

23.11.1 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 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.

23.11.2 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.

- 23.12 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.

23.13 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

- 23.16.1 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.

- 23.16.2 Reasonable counseling, discipline or job performance evaluations are consistent with a respectful working environment and are not prohibited by this provision.

- 23.17 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.
- 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 1<sup>st</sup> 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 an 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 1<sup>st</sup> of the Supervised Phase.
- 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, **s/he 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 **Plans of** ~~Program of~~ Assistance ~~for Improvement~~ 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; and

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

- a. 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~~ 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, 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:

27.12.1 An item is ~~clearly~~ **demonstrably** 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.





## **NEW Article XX** **Special Education**

XX.1 It is the intent of the Portland Public Schools District and the Portland Association of Teachers to work together to meet the diverse and unique needs of the District's students receiving special education services and to comply with Federal and State laws and regulation. All students will receive an education within the Least Restrictive Environment (LRE) that provides them the needed support for a Free and Appropriate Education (FAPE). No significant changes or modifications to current service delivery models used in the District shall be made without mutual agreement of the parties.

### **Full Continuum of Special Education Services (formerly Art 9.5)**

XX.2 The District and the Association recognize the necessity of timeliness in addressing the essential learning needs and conditions of the students. As such, the District shall maintain a full continuum of special education services **for eligible students with disabilities, within an appropriate individual program for each student in the least restrictive environment, consistent with State and Federal regulations. The District will allocate support as defined in the student's individual education plan (IEP). The District will provide** sufficient seats in a variety of programs to meet students' identified special education needs. To effectively monitor the extent to which the District is meeting its obligations to provide a full continuum of Special Education services, including but not limited to the allocation of staff to fully implement Individualized Education Plans, the District and the Association shall regularly review through the Contract Administration Committee how effectively the District is providing a full continuum of Special Education services. In addition to reviewing and identifying any problems in the provision of services, the parties will by mutual agreement implement specific actions to address staffing or other obstacles identified in the Contract Administration that are preventing the District from providing a full continuum of Special Education services.

XX.3 The terms of this Article do not in any other way modify or amend the PAT/PPS collective bargaining agreement or its application to Professional Educators assigned to a Special Education position.

XX.4 For all professional educators assigned to provide special education services to students in one or more buildings, Article 7.13 applies.

### **Staff Ratios and Caseloads**

The District shall adhere to the Special Education class size and special educator caseload caps delineated in Article 8 of this agreement.

**Caseload refers to the number of students for which a staff member is providing services and/or case management.** ~~Special educator caseloads will be defined as the number of students in which professional educators are required to perform any two or more~~ **Services may include but are not limited to** the following activities: assess or screen students, attend IEP process meetings (including evaluation planning), track student progress data, write evaluation reports, create materials for the student, facilitate group or individual activities, provide ongoing consultation with staff.

**Case Management** (current proposal 7.1.1.1 and existing language of Overage Settlement)

In addition to contractually provided planning days, special education professional educators required to conference with parents and write IEPs shall be provided ~~four~~ **(4) six (6)** days of released time, per year, for that purpose. A special education professional educator may elect to use these days or the equivalent hours before or after the school year or outside ~~his/her~~ **their** workday at ~~his/her~~ **their** per diem hourly rate of pay.

All special education case managers will receive a case management period each day for due process paperwork, evaluation work, and IEP work. At the elementary level, the case management period will be at least 40 minutes per day, and no less than 320 minutes total per week. At the middle school and high school levels, the case management period will be not less than the equivalent of one standard class period per day. High school special education educators will receive a substantially equivalent amount of case management time as other special educators. School Psychologists and Speech Language Pathologists are also entitled to self-schedule a period of time each day equivalent to a standard class period (or at least 40 minutes per day, and no less than 320 minutes total per week, for those at the elementary level) for due process paperwork, evaluation work, and IEP work. These periods of time for special education case managers, School Psychologists and Speech Language Pathologists reserved for special education paperwork will be in addition to planning time already guaranteed under Article 7.8\* **(subject to change)**. Educators shall have access to students during their case management time. Scheduling of this time will be determined by mutual agreement between the Educator and Administrator.

~~Special educator caseloads will be defined as the number of students in which professional educators are required to perform any two or more of the following activities: assess or screen students, attend IEP process meetings (including evaluation planning), track student progress data, write evaluation reports, create materials for the~~

~~student, facilitate group or individual activities, provide ongoing consultation with staff.~~

## **Special Education Policies, and Procedures**

Special Education policies and procedures shall be based on federal and state special education law. Any district policies and procedures shall be made available to all employees ~~each school year by October 15~~ **at the beginning of the school year**. The District shall provide notice to the Association **and staff** anytime changes have been made to these policies, procedures, and processes **within a week of the proposed changes**. If there are district procedures not specified in the OARs, they shall not cause an undue delay in special education processes (evaluation, eligibility or placement). Any new policies, procedures or paperwork that cause an increased workload must be approved by the Association.

## **Rights of Educators Supporting Students Receiving Special Education Services**

All special education and general education teachers have the right to:

- receive access to a copy of the IEP/IFSP (as provided by law) of a student receiving special education services as soon as it becomes available, including any information regarding related services, medical alerts, transportation needs, behavior or safety plan, evaluation reports, functional behavioral assessments, placement determinations and any other pertinent records, before the student is assigned to the educator's classroom. The professional educator will have at least 24 hours notice before a student begins in their classroom or on their caseload.
- review the IEP/IFSP with any relevant specialists before the student is assigned to an educator's classroom;
- have access to regular consultation and support from special education staff in order to ensure implementation of the IEP/IFSP;
- request the IEP/IFSP of a student assigned to their class be reviewed for possible modification; and;
- request a meeting with special education administration to discuss adding district support and/or a change of placement when a student's needs are consistently interfering with the educator's work in a way that either creates an unsafe work environment for the educator or does not allow for other students' IEPs to be fully implemented.

**IEPs ~~(Move from Article 8.9 and 8.10 in Article 8 proposal)~~**



- a. Professional educators who are required to conference regarding IEPs ~~or 504s~~ (\*\*Already moved to 8) shall have a substitute provided to allow for such meetings to occur within the workday. If a professional educator volunteers to attend such ~~conference~~ meeting outside of the workday, such member shall be compensated at ~~his/her~~ **their** per diem hourly rate for conferences which take place beyond the contract day. A professional educator who chooses to conference during ~~his/her~~ **their** individual planning time, including the 15 minutes at the end of the work day, can do an equivalent amount of planning time outside of the work day and be compensated at ~~his/her~~ **their** hourly rate for the length of the conference.
- b. Professional educators who are required to write student plans other than IEPs, including Gifted Student plans or 504 plans, shall be provided at the professional educator's option either release time or compensation at ~~his/her~~ **their** per diem hourly rate. ~~One hour~~ **Two hours** shall be allotted for each student plan **and one half (1/2) hour for each plan revision. (\*\*Return to 8.9 with Heading "Plans For Exceptional Learners")**

- Special Education Spaces and Materials

Special Education professional educators shall have:

- a. A dedicated **office space/classroom**;
- b. **Access to all instructional, academic, and curriculum materials available in the core classroom for all the grade intervention levels for which the Special Educator provides services, including student materials; and copies provided upon request; and**
- c. Materials and curriculum for social/emotional skill needs of the students available in the classroom.
- d. **The materials required by b and c shall be provided to the Special Education educator prior to the start of the school year.**

### **Mentorship for Special Educators (NEW from proposal 21.1.1.1)**

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.

**Duty (To Be Determined)**



**Article XX**

**~~Students with Temporary Living Situations/Housing- "Enrollment Stabilization Plan"~~**

**Housing Directory and Enrollment**

The District will create and maintain a directory of both temporary and permanent housing developments within school catchment areas to track and plan enrollment for each school affected. The Directory will be made available to staff and families of students upon request. This directory will include housing within the City of Portland and will be categorized by catchment area. **PAT will be provided a copy of this Directory August 1 of each year.**

**School Community Representatives.** The District shall fund a School Community Representative at each school with 75 to 139 students in temporary living situations (STLS). The District shall fund two School Community Representatives in schools with 140 or more students in temporary living situations. Student numbers to be measured on the last day of the 1st semester of the prior school year with any adjustments to be made on the 10th day of school of the current school year. The School Community Representative will be responsible for STLS coordination and actively work to remove barriers to enrollment, healthcare intervention, provide support and resources for families to access **and sustain** housing, early intervention, attendance and success, and all other responsibilities per federal guidelines for students with the STLS designation.

**STLS Liaison Stipends.** The District shall also provide paid stipends of **3% of base rate for the first year, 4% the second year, 5% the 3rd+ years** to schools for each STLS Liaison, according to the following schedule:

- 1 Educator for each school with 20 to 25 students in temporary living situations
- 2 Educators for each school with 26 to 40 students in temporary living situations
- 3 Educators for each school with 41 to 74 students in temporary living situations

**This will be added to the Extended Responsibility table under "Other Positions" with a 3% for 1st year, 4% the second year, 5% the 3rd+ years**

**School Community Representatives and STLS Liaison Responsibilities.** The primary responsibilities for the School Community Representatives and the STLS Liaisons include working with families to determine STLS status, enrolling students in school and in the STLS program, and distributing bus cards to students. These employees are also responsible for maintaining on-going communications with STLS students and families and providing these families with referrals to District and community resources that may address barriers to enrollment, attendance, and success in school. **As Portland Public Schools moves towards a Community Schools model as outlined by the National Education Association and the Learning Policy Institute, these duties may be altered to collaboratively develop the duties of a Professional Educator employed as a Community Schools Coordinator.**

**Review of Services to Homeless Students.**

The District shall establish a quarterly meeting with the PAT that enables the parties to evaluate the efficacy of services to homeless students alongside leaders in PPS' STLS Department. **This meeting will focus on disproportionately impacted communities including and not limited to students in foster care, migrant families, and other protected classes.**



The District shall hire staff to support PPS families in danger of losing their housing (e.g. adding full time staff such as School Community representatives at schools where the percent of STLS students is highest).

### **School Based Supports for Unhoused Youth and Families**

The District shall establish school-based supports for unhoused youth and student families facing eviction or other housing emergencies by providing access to restrooms, showers and laundry services after school hours. The District shall make school space available to non-profit organizations providing tenant rights clinics, counseling services and housing assistance, waiving any fee for use of school space after hours.

### **PTA School and Housing Stability Program**

The District agrees to give ~~\$10,000~~ **\$200,000** to local PTA Resilience Funds each year on August 1 and in Year 1 upon ratification. PAT will also fundraise and donate to local PTA Resilience Funds annually.

This money will be dedicated to local PTA Resilience Funds with the following goals:

1. Keeping PPS students in their homes.
2. If we cannot keep them in their homes, we keep them housed.
3. If we cannot keep them in their homes, we keep them in their neighborhood schools.

This money will be dedicated to existing PTA programs for families facing financial hardship specific to Eviction Defense, school stability, deposits to secure housing within neighborhood schools, back rent due to hardship, etc.

### **Inventory of Vacant and Unused Land and Housing Support**

The District shall identify vacant and unused PPS land parcels that can be used for the development of affordable housing for low-income students and families. In order to empower impacted communities, the District shall establish a Community Housing Task Force composed of four (4) PAT appointees and four (4) PPS appointees, which shall be empowered to oversee all aspects of housing initiatives.

- a. Within 6 months of this agreement, PPS will identify and formally approve at least 10 vacant and unused PPS land parcels to convert to affordable housing **in 5 years** and report to the Board of Education on implementation plans.
- b. The 10 vacant lots will include at least one per school board district, with additional parcels in the district identified based on where the greatest rates of unhoused students are.

The District shall actively advocate to secure enough Section 8 vouchers from Multnomah County and the Portland Housing Bureau to meet the housing needs of the families of all 6600+ "mobile students"/unhoused PPS students. A portion of these vouchers shall be designated for project-based Section 8 tied to the development of PPS properties.

The PPS Board of Education shall pass a resolution calling on other government entities to work with PPS on addressing important housing issues. This resolution shall:

- a. Create a taskforce in collaboration with PAT, any relevant government offices and nonprofits that will explore possible coalitions and funding opportunities to support affordable housing development in our school catchments.**
- b. Call on the state legislature to end discrimination against Section 8 voucher holders and to push for the passing of Tenant Protection Ordinance against harassment and constructive evictions which is limiting the effectiveness of any local rent control laws.

- c. Call for the expansion of rent control to cities and unincorporated areas of Multnomah County and the expansion of Just Cause Eviction beyond rent controlled units in Portland and to more cities and the unincorporated areas throughout Multnomah County.
- d. Call for City and County Attorneys to effectively enforce the Tenant Protection and AntiHarassment Ordinance and for the enactment of such an ordinance in other incorporated municipalities contained within PPS.
- e. Commit that PPS actively lobby and advocate for these policies.

### **Educator Housing**

The District and the Association shall form a joint committee of equal representation to develop and/or implement ways of providing housing assistance for early service bargaining unit members. Specific recommendations shall be provided to the School Board and the Superintendent by the end of the 2024-2025 school year. This joint committee will work to provide affordable housing for early service educators through coalitions with developers and the City of Portland. **The District will provide \$300 the following pay period after the last day of school for all professional educators living in the Portland-Metropolitan Area.**

