

ARTICLE 18 TRANSFERS

18.1 Assignment Notices

- 18.1.1 "Assignment" is defined as the bargaining unit position in which a professional educator is placed.
- 18.1.2 "Transfer" is defined as a change from one assignment to another.
- 18.1.3 For purposes of determining competence under this Agreement, "subject" shall be defined in accordance with Appendix D. Competence is defined in Section 20.2.2.
- 18.1.4 A professional educator shall not be assigned to a position outside of ~~his/her~~ **their** licensure and competence except by mutual agreement between the professional educator, and the District.
- 18.1.5 Before the internal phase of interviews begins, administrators will either publish their initial assignments or notify staff in writing of their tentative assignments for the coming year. Professional educators shall be promptly notified in writing of any assignment changes that occur during the summer recess period.

18.2 Notice of Resignation/Vacancies

- 18.2.1 If a professional educator gives written notice of resignation (excluding resignation in lieu of termination, non-renewal or non-extension) or retirement no later than January 15th, the professional educator will receive \$1250. If a professional educator gives such written notice no later than February 15th, professional educator shall receive \$700. Such payment shall be received in the professional educator's final paycheck.
- 18.2.2 When written notice is received by a supervisor that a professional educator is resigning or transferring and will no longer occupy a position for the subsequent school year, the supervisor will promptly forward said notice to the Human Resources Department which will determine and validate that a vacancy exists. A vacancy shall be deemed to exist if the position is continuing for the subsequent year, or when a new position is created by the District.

18.3 Posting Procedures

- 18.3.1 As the District prepares to fill vacancies for the subsequent school year, but prior to the consideration of applicants from outside of the District, a posting of such vacancies, including special assignments, shall be made by the Human Resources Department.
- 18.3.2 Such vacancies shall be posted for a minimum of five (5) workdays. Posting is not required for vacancies to be occupied by unassigned professional educators, or to be occupied by other administrative transfers. Positions previously posted for which there were no qualified internal applicants need not be posted again.
- 18.3.3 Postings shall contain a description of the expected assignment (e.g., chemistry/biology, third grade, SLC-B, etc.) Preferred skills, training, experience and methodologies to be considered may be identified. Other desired building needs may also be included.
- 18.3.4 Professional educators shall have five (5) working days from the date of initial posting to submit a transfer request form with respect to a posted vacancy.
- 18.3.5 The five-day posting requirement shall be waived after ~~June-July~~ 1st. After ~~June-July~~ 1, professional educators may make application for posted positions as they become available. Professional educators who have applied for positions prior to the closing date indicated on the posting will be given consideration as outlined in accordance with this Article. Such positions shall be posted for a minimum of three (3) workdays.
- 18.3.6 New vacancies in ongoing positions which become known after July 31st within twenty-one (21) calendar days prior to the first workday of the standard school year shall not be subject to the posting

requirements in Section 18.3.5. Newly created positions are subject to the posting requirements in Section 18.3.5.

- 18.3.7 Positions which are filled temporarily during the school year must be posted for the subsequent school year if the position continues, unless a position is to be occupied by a professional educator returning from a leave of absence as per Section 17.5.1 or to be occupied by an administrative transfer. A temporary professional educator who has been assigned to the position for sixty (60) days or more may apply only for the position held during the internal transfer process. Such applicant shall be considered as an external candidate when compared to other internal candidates.

18.4 Filling of Vacancies

- 18.4.1 The following shall apply to the filling of vacancies which occur after July 31st near the beginning of the school year:

18.4.1.1 Current professional educators or newly hired professional educators shall be used to fill permanent positions that are vacant or new (except positions of professional educators who are on leave) on or before the first workday.

18.4.1.2 Substitute teachers may be hired to fill all vacancies that occur after the first day of the school year prior to October 15.

18.4.1.3 After October 15, all such positions that are to continue for the remainder of the school year shall be filled by:

- a. transferring a current professional educator, or
- b. hiring the incumbent substitute as a temporary professional educator retroactive to his/her first day in the assignment, or
- c. hiring a new temporary professional educator.

18.4.2 Vacancies due to long-term absences of the incumbent professional educator shall be filled as follows:

18.4.2.1 Those of forty five (45) sixty (60) workdays or less will be filled by substitute teachers.

18.4.2.2 Those of more than forty five (45) sixty (60) workdays will be filled as follows:

- a. If the length of the absence is not known at its beginning, the substitute shall become a temporary professional educator if retained beyond forty five (45) sixty (60) workdays. In such assignments, the temporary professional educator may be released at a normal break in the school year to allow for continuity of instruction as the regular professional educator prepares to return to the assignment.
- b. If a specific ending date beyond forty five (45) sixty (60) workdays is known at the beginning of the leave, a temporary professional educator shall be hired on the first day.

18.4.3 If qualifications are found to be equal, unit members requesting voluntary transfers shall be chosen over outside applicants.

18.4.4 Letters of Intent

18.4.4.1 Prior to the initial external phase, the District may **hire or issue letters of intent** to external candidates for hard-to-fill vacancies and to professional educators of color provided:

- a. Job applicants receiving a **letter of intent or job offer** shall be considered external candidates, and shall not receive an assignment until during/after the initial external phase;
- b. Job applicants receiving a **letter of intent or job offer** not selected in the initial external interview stage (after the vacancies are posted externally and interviews take place) shall be placed in a position; and

- c. Job applicants receiving a **letter of intent** **or job offer** shall not cause any professional educator to be unassigned or laid off.

18.5 Professional Educator Initiated Transfer

- 18.5.1 Professional Educator initiated transfers are those in which a professional educator requests a transfer from one assignment to another.
- 18.5.2 A professional educator may initiate a transfer by making application for a posted vacancy. A professional educator who files a transfer request for a posted position shall be subject to assignment in the position unless the professional educator notifies the supervisor by the end of the second day following the interview that the professional educator is no longer interested in the assignment.
- 18.5.3 A professional educator who accepts a transfer is not eligible to apply for a subsequent transfer in the same year unless said professional educator was initially involuntarily unassigned prior to applying for the initial transfer.
- 18.5.4 Voluntary Unassignment with Rights
- A professional educator who has served in a building assignment for five (5) or more years may volunteer to be placed on the unassigned list along with other professional educators who are unassigned pursuant to Section 18.6.1 of this Article. Such volunteers shall be considered for voluntary administrative transfer. If no mutually agreeable voluntary administrative transfer occurs, they shall be continued in their present position.
- 18.5.5 A professional educator making a timely transfer request shall be promptly notified when s/he is no longer under consideration. Professional educators with five (5) or more years of service with the District shall be interviewed except that in no case will a supervisor having three (3) or more vacancies be required to interview more than three (3) applicants for each vacancy. A supervisor with fewer than three (3) vacancies will not be required to interview more than five (5) applicants for each vacancy.
- 18.5.6 A part-time assignment which is identified as full-time for the subsequent school year may be filled by the incumbent professional educator after the internal transfer process if mutually agreed by the professional educator and the District, without posting as long as unassigned professional educators who are properly licensed for such assignment have positions.
- 18.5.7 Professional educators on a Program of Assistance for Improvement which will continue into the subsequent school year may request a transfer to a posted vacancy. Professional educators on a Program of Assistance for Improvement shall not normally be approved for transfers. However, there may be occasions when a transfer into a more suitable assignment makes sense. If a transfer is approved, the Program of Assistance for Improvement shall continue in force, and the professional educator will not cite any additional work or adjustment required by the transfer as reason why expectations of the program cannot be accomplished according to the program timelines.
- 18.5.8 Two professional educators may trade assignments by transferring when approved by the responsible administrators and the Human Resources Department.

18.6 Administration Initiated Transfers

- 18.6.1 When the administration is of the opinion that a professional educator should be transferred the situation shall be discussed with the professional educator. All reasonably practicable efforts will be made to effect a suitable re-assignment fairly and objectively, including consideration of the professional educator's preference. A professional educator will be notified of the new assignment through consultation as soon

as possible but at least seven (7) calendar days prior to the transfer date. Except in the annual staffing process in 18.6.2, an administrative transfer shall not result in a professional educator being "unassigned".

- 18.6.1.1 A professional educator who is administratively transferred to a different worksite and assignment or to a different grade level at the elementary level during the Summer Break, exclusive of the traditional spring round of transfers, shall be provided two (2) planning days to prepare for the new assignment.
 - 18.6.1.2 A professional educator who is administratively transferred to a different worksite and assignment or to a different grade level at the elementary level after the work year has begun, exclusive of the traditional spring round of transfers, shall be provided two (2) planning days to prepare for the new assignment.
 - 18.6.1.3 A professional educator who is assigned to a different subject area at the middle or high school level after the work year has begun, shall be provided two (2) planning days to prepare for the new assignment.
 - 18.6.1.4 A professional educator who is relocated to a different room within a building after the work year has begun shall be provided one (1) planning day to prepare for the new assignment.
 - 18.6.1.5 Such additional planning days shall be provided each time a professional educator is administratively transferred or relocated as described above.
 - 18.6.1.6 Professional educators other than teachers shall discuss with their supervisor the revision of their schedule of activities to provide equivalent amounts of preparation time to that specified above.
 - 18.6.1.7 Professional educators who are granted planning days to prepare for new assignments as described above shall have the option of receiving substitute time during the work year, or being paid at the professional educator's per diem rate of pay to complete the work outside of the work year or work day.
- 18.6.2 In the event that a tax base or levy failure, declining enrollment, program change, or change in funding results in reduction of staff in a building or program area, transfer of staff will be based on educational criteria as described below with respect to the program requirements as determined by the District. Volunteers will first be requested and considered from among the appropriately licensed professional educators. Such volunteers shall be selected for transfer if they are from within the grade level(s) or subject matter area(s) where the positions are to be eliminated provided the volunteer(s) are not on a Program of Assistance for Improvement. In the absence of volunteers, the professional educator having the least seniority in the District shall generally be transferred. Exceptions to seniority may be made by the responsible administrator based only upon any of the following educational criteria: with the understanding that reference to a professional educator in 18.6.2.1 – 18.6.2.6 refers to within a given job classification, such as Teacher, Social Worker, School Psychologist, Student Services Specialist, Child Development Specialist, and Audiologist:
- 18.6.2.1 The professional educator(s) being retained has/have unique licensure for a specific existing assignment being considered;
 - 18.6.2.2 Gender balance: Transfer of a professional educator would decrease the building's percentage of under-represented male or female professional educator to less than thirty percent (30%) (or primary/intermediate/upper grades percentage in an elementary building);
 - 18.6.2.3 Racial balance: If transfer of a professional educator would decrease the building's percentage of minority teachers to less than the student minority percentage in the building or below the percentage of minority professional educators in the District;
 - 18.6.2.4 That professional educator being retained has bilingual (or multilingual) ability relevant to the assignment (See Appendix I);
 - 18.6.2.5 The professional educator(s) being retained has an extended responsibility assignment as defined in Appendix B which is an extension of a classroom subject taught (e.g., drama, forensics, music, yearbook, newspaper) or is a department chairperson, head teacher or unit leader;

18.6.2.6 Transgender/Nonbianary/Gender-Nonconforming: If transfer of a professional educator would decrease the building's percentage of transgender/nonbianary/gender-nonconforming teachers to less than the student transgender/nonbianary/gender-nonconforming percentage in the building or below the percentage of transgender/nonbianary/gender-nonconforming professional educators in the District; or

18.6.2.7 Up to five (5) (with no more than three (3) in athletics) professional educator(s) at the high school level being retained has an extended responsibility assignment as defined in Appendix B. Such designation shall be done at each high school prior to the time of the initial posting for the next school year. A subsequent designation may be made in the event a professional educator transfers by applying for a posted position or resigns, but in no event will the number exceed that specified in each classification in this paragraph. The positions so designated must be only at the highest level of a given extended responsibility category and are those typically found at District high schools. "Highest level" is defined as the following extended responsibility positions:

- a. Athletic Director
- b. Head Coach
- c. Activities Director
- d. College and Financial Aid Coordinator
- e. Varsity Cheer
- f. Testing
- g. TAG

18.6.3 It is understood for purposes of Section 18.6 that Child Development Specialists, School Psychologists, Student Services Specialists, Social Workers, and Audiologists are to be treated as individual classifications rather than as a part of the building teaching staff. The transfer process for school psychologists is included in Appendix J.

18.6.4 The District shall post vacancies for the internal transfer process no later than March 1 of each school year. Any contract or third-year probationary professional educator may apply for a posted position in the internal transfer process. First year and second year probationary professional educators who are unassigned may also apply for a posted position in the internal transfer process. External applicants and temporary professional educators (except as provided in 18.3.7) may not apply for positions in the internal transfer process.

18.6.5 A professional educator who remains unassigned after the internal transfer process shall be transferred into a remaining vacant position for which the professional educator is both licensed and competent prior to the consideration of applicants from outside of the District.

18.6.6 Following the internal transfer process, any professional educator may apply for any posted vacancy except a professional educator who has accepted a voluntary transfer under the provisions of Sections 18.5.2 – 18.5.3. Following the internal transfer process, a vacancy may also be posted externally unless there is an unassigned professional educator who is properly licensed and competent for such position.

18.6.7 If a professional educator has been administratively transferred under the provisions of 18.6.2 and a position for which the professional educator is qualified at his or her original school or program becomes available, the professional educator may be returned to that school under the provisions of 18.6.2. If such a position occurs while the professional educator is unassigned, the professional educator shall be returned to that school or program.

18.6.8 In the event of a merger of classes or programs from two (2) or more schools, the follow-the-student concept shall prevail. Professional educators from merged schools or programs will be compared equally using the criteria described in 18.6.2 in filling all the positions in the school. The faculty lists are merged and then staff is given the choice to be placed into the new merged school or stay in the current school based on seniority and licensure order. If there are not enough positions at the original school, then the regular unassignment process shall take place.

18.6.8.1 A merger causes a school to be comprised of at least forty percent (40%) of its students from the original school if two (2) schools are involved, or at least the following percentage if more than two schools are involved: 3 schools: 27%; 4 schools: 20%, 5 schools: 16% (1 divided by number of schools involved) times 80%).

18.6.8.2 When a middle school is being formed, all the professional educators from the K-8 schools

involved who have experience in grades 6-8 in the past five (5) years shall be included in the process for staffing the new school.

- 18.6.9 When classes, or programs from two (2) or more schools are combined in one school, professional educators who have their program, or school closed shall be placed in the school where their program, or class is transferred provided there are sufficient positions available. If there are insufficient positions, the criteria of 18.6.2 shall apply. In a closure, the faculty members of the open programs keep their positions and the faculty of the closed program will be offered the remaining open positions based on licensure and seniority. Usually there are not enough positions and the remaining professional educators are unassigned.
- 18.6.10 On occasion, the District may consider the transfer of a professional educator for reasons other than those set forth in paragraph 18.6.2. The following procedures shall apply when the reason for transfer is due to irresolvable differences between the professional educator and the supervisor:
- 18.6.10.1 The supervisor shall hold a conference with the professional educator for the purpose of discussing all the reasons for the perceived need for the transfer. This conference shall be for the purpose of information-sharing and problem-solving and shall not be used as a litigation preparation meeting. The professional educator may respond by making suggestions for addressing the concerns if the professional educator opposes a transfer. If a professional educator objects to the transfer, the professional educator and the supervisor will discuss options to resolve the issue including possible alternative placements.
- 18.6.10.2 ~~The Chief~~ A Human Resources **Supervisor** ~~Officer~~ shall get involved if it appears the transfer may not be agreed to or if there is need for ~~his/her~~ **their** help in finding a placement. At a minimum, if the issue is not resolved between the supervisor and the professional educator, the professional educator is entitled to a meeting with the Human Resources **Supervisor** ~~Chief Officer~~.
- ~~18.6.10.3 If after these discussions the District continues to feel that an involuntary transfer is necessary, and the professional educator continues to refuse, a neutral third party professional, mutually acceptable by the District and Association, will be contracted by the District to meet with the parties with the goal of resolving the conflict, if possible. The neutral professional will assess whether or not the situation is correctable. The assessment shall not be placed in the personnel file of the professional educator, shall not be used for any personnel decision other than the administrative decision, and will be treated confidentially. If the assessment is that the situation is not correctable with reasonable certainty in a reasonable period of time, the transfer proceeds. If the assessment is that the situation is correctable, the neutral professional will provide a statement of how the supervisor and the professional educator can make correction. With cooperation of the professional educator, the supervisor will make a good faith effort to work out the problem including following the plan provided by the neutral professional. The District shall pay the expense of the neutral professional for up to six (6) hours. If the District and the Association mutually determine it would be necessary, additional hours will be made available.~~
- 18.6.10.4 By agreeing to participate in this counseling process, the professional educator also agrees not to contest the decision through the use of the grievance process.
- 18.6.10.5 In other types of involuntary administrative transfers under 18.6.1, a professional educator can appeal an administrative transfer to review by the Chief Human Resources Officer who would have to approve the transfer before it can occur.
- 18.6.11 No professional educator shall be transferred for reasons that are arbitrary or capricious. An illustration of an arbitrary and capricious transfer would be one based on union activity. An illustration of an involuntary transfer decision which would not be arbitrary and capricious is a transfer due to a long-standing irresolvable conflict between a professional educator and supervisor. The involuntary transfer could not occur for any reason that would violate any provision(s) of this Agreement.
- 18.7 Professional educators are entitled to have an Association representative present during any meeting with an administrator concerning this process. The professional educator shall be given twenty-four (24) hours advance notice of any such meeting.
- 18.8 If a decision to transfer a professional educator is reversed by an arbitrator, the professional educator shall be reinstated to the building no later than the beginning of the next semester after the arbitration

decision.

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18.9 Job Sharing/Part-Time Work

Two (2) professional educators in the District, if both are full-time, can request consideration to transfer to an assignment on a job-sharing basis. Establishing or discontinuing job-sharing assignments shall be at the discretion of the building administrator or supervisor. A job-sharing assignment, if established, will continue for that school year unless one of the professional educators resigns. If one professional educator in a job-sharing assignment resigns from the District or transfers, the remaining professional educator shall have the right to be considered for assignment to the position on a full-time basis.

- 18.10 A sub-committee will review the order and flow of this article to make it more sequential and easier to understand. This group would meet after ratification and create a joint proposal of mutually agreed upon changes to send to both PAT and the District for ratification.

ARTICLE 19 BUILDING ACCESS AND CLASSROOM MOVES

- 19.1. Professional educators who are required to move to a new school campus as a direct result of school closure, reconfiguration, conversion, merger, or relocation, of grade levels, programs or classes, and the subsequent resulting reassignment of staff, will be compensated by the District for each hour worked:
 - 19.1.1 Up to eight (8) hours to pack and move personally-owned materials; and
 - 19.1.2 Up to an additional eight (8) hours to move and unpack materials in the new classroom.
- 19.2. Unassigned professional educators who are required to move to a new school campus as a direct result of the school closure, reconfiguration, conversion, merger, or relocation, of grade levels, programs or classes will be compensated by the District for each hour worked:
 - 19.2.1 Up to eight (8) hours to pack and move personally-owned materials; and
 - 19.2.2 Up to an additional eight (8) hours to move and unpack materials in the new classroom.
- ~~19.3. Regardless of when the move occurs, 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 4 work days** prior to their first work day. Materials and packed boxes moved by the District shall be delivered on site prior to the access date. **(Move to 19.1)**
- 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.
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Note regarding Section 19.3.3. — Educator must be compensated if they are directed to move after the school year has started. Educator must be compensated if they are directed to move classrooms for two school years in a row. Example: If an educator is directed to move for the 2017-18 school year, they must be paid for any subsequent administrator-directed move if it is effective prior to the 2019-20 school year. (Educator moves classrooms for 2017-18. Principal can direct educator to move for 2019-20 school year without providing moving compensation. If the administrator directs the educator to move classrooms for the 2018-19 school year, the educator must be compensated for four (4) hours of moving time to pack and four (4) hours of moving time to unpack. If the educator is directed to move in 2018-19 and they are compensated, they would also have to be compensated if they were directed to move again in 2019-20).

ARTICLE 21 MENTOR PROGRAM / PROFESSIONAL GROWTH

21.1 Professional Educator Mentor Program

- 21.1.1 The District intends to maintain a mentor program for the purpose of providing support and assistance to new and/or inexperienced professional educators.
- 21.1.2 The District intends that the Professional Educator Mentor Program described in Article 21 of this Agreement, in addition to academic mentoring, also provide a culturally specific mentoring support program to newly hired educators of color, who may request a mentor of color. Educators of color who volunteer to provide this support shall be compensated at 3% percent of base salary, for each colleague they support. ~~The District and the Association will meet by November 8th, 2021 to collaborate on developing a continuum of supports for new educators of color, including training for those providing culturally specific mentoring.~~
- 21.1.3 Depending on the needs of the District and the mentor program, mentors may be assigned on either a full-release or an extended responsibility basis.
 - 21.1.3.1 Full-release mentors shall be compensated according to placement on the salary schedule plus one thousand five hundred dollars (\$1500) per school year.
 - 21.1.3.2 Extended responsibility mentors shall be compensated according to placement on the salary schedule, plus they shall receive extended responsibility pay per school year in accordance with Appendix B.
- 21.1.4 The mentor program shall operate within the following parameters:
 - 21.1.4.1 A professional educator must have contract status and four (4) or more years of experience in the District in order to be eligible to be a mentor. No professional educator shall be designated as a mentor without ~~his/her~~ **their** consent.
 - 21.1.4.2 Mentors shall not participate in the evaluation of beginning professional educators (mentees). Observations made and data collected by the mentor shall be used solely for the purpose of providing assistance to the mentee and shall not be used in the evaluation of the mentee. Supervisors/evaluators and mentors shall not discuss individual mentee concerns/areas for improvement without the prior approval of the mentee. Written or other reports of a mentor regarding a mentee may not be used in the mentee's evaluation.
 - 21.1.4.3 ~~The mentor program shall not be used as part of a~~ **At the educator's request, the mentor program may be used as a part of a Plan Program of Assistance¹ for Improvement for any professional educator. All language in 21.1.4.2 shall apply to mentors whose mentees are on a Plan of Assistance.**
 - 21.1.4.4 Collaborative Assessment Logs (CAL) shall not be shared with supervisors or used in the evaluation of the mentee. Self-assessment instruments shall not be used to evaluate mentors or mentees.
 - 21.1.4.5 Mentees shall not be required to develop additional professional goals beyond what is required in the *Portland Public Schools Handbook for Professional Growth and Evaluation*.
 - 21.1.4.6 Any professional educator released from regular duties to participate in activities related to the mentor program shall be released without loss of pay and shall not be charged leave. Mentors and mentees who are asked and volunteer to work up to five (5) days outside the standard school year shall be compensated at their per diem rate of pay.
 - 21.1.4.7 The ratio of mentors to mentees in the full-release model shall be no more than 1 to 15. Any change to the ratio shall be by mutual agreement between the District and the Association. The

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

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

- 21.1.4.8 The Association shall partner with the District in the selection of mentors. The Mentor Selection Rubric shall not be used to evaluate a professional educator. Videos of mentors' coaching practices shall not be used in the evaluation of mentors.
- 21.1.4.9 Reconsideration of assignments shall not result in a reduction of FTE assigned to any mentor.
- 21.1.4.10 The mentor program may be expanded ~~or discontinued~~ at the discretion of the District.
- 21.1.4.11 **Any Professional Educator new to the profession, or new to the District, who are required for licensure to complete a clinical fellowship (or equivalent requirement) will receive support from a professional educator that volunteers and who meets the licensing/certification requirements. Volunteer supervisors shall receive up to 36 hours of extended pay at their hourly rate for supervision related to the completion of the clinical fellowship year. ~~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 peer mentors and survey contract Special Educators every quarter 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 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 **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 (HOUSSE) 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 HOUSSE 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.

Genevieve,

PAT has reviewed the District's concerns regarding Article 11 of the CBA, as stated in your email to the Association dated May 25, 2023. This letter serves as the Association's official response to the District's statement. In short, we disagree with all your stated concerns, and the District has failed to provide any actual citations to Oregon statutes that would implicate a conflict between Article 11 and state law. The District claims a "clear intent" behind the statute, without any actual proof than the District's own insertion of concepts that the statutory language itself omits.

1. Article 11 is not in conflict with ORS 329.704.

With respect to Article 11, Section 11.2, the District claims that "The idea of contract administration determining the procedures is not in alignment with the premise that committees/councils establish their own procedures." This argument flatly ignores the plain language of the statute. ORS 329.704(7) provides that "A school district may establish a district site committee to assist in the administration of grants or in the district-wide coordination of programs," and ORS 329.704(5) allows a district to "establish the 21st Century Schools Council in a manner that best meets the educational needs of the district." Accordingly, the statute explicitly gives districts authority to establish and modify the procedures by which individual site committees function. Since at least 1989, the District has bargained the distribution of its authority on this matter with the Association, agreeing that "[t]he Joint Contract Administration Committee will function as the District Site Committee in matters related to the 21st Century Schools Act." The District has provided no other citation to statutory authority to show that Section 11.2 is not in compliance with ORS 329.704.

With respect to Article 11, Section 11.4, the District claims that "site councils are clearly intended to establish their own procedures for meetings and voting." The District is wrong. ORS 329.704 does not even mention procedures for site council meetings nor voting. Neither does OAR 581-020-0130. The statute does not say what the District wants it to say. As the District has already admitted, "[t]here is no specific provision that says that." If the District has some other statutory citation to show a clear intent by the Legislature that site councils establish their own procedures for meetings and voting, please provide it.

With respect to Article 11, Section 11.5, the District claims that "[t]he clear intent is that no one group has a veto over actions[.]" As evidence, however, the District only cites the regulatory requirement for an equal composition of parents and teachers on the site council. A requirement for equal composition is not a voting requirement, however. Moreover, the District ignores that the balance of composition can be modified subject to ORS 329.704(5), according to "the educational needs of the district."

With respect to Article 11, Section 11.6, the District claims that holding meetings during the school day is in conflict with the statute. Again, the statute does not even mention when meetings should be held. In addition, the concerns raised by the District are already addressed through a specific provision in Section 11.6 allowing individual site councils to request to meet at a different time. The language of Section 11.6 does not conflict with the statute.

2. Article 11 is not in conflict with Oregon open meetings law.

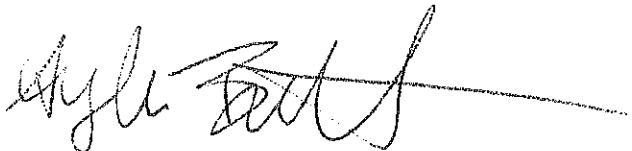
As with ORS 329.704, the District asserts without further citation that the open meetings law requires aspects that are mentioned nowhere in the actual statutes. We have reviewed the full complement of statutory authority on public meetings in Oregon, as well as the Attorney General's manual on open meetings law. Nowhere in any of these sources is a prohibition on a majority voting system, a daytime meeting, or a veto mentioned. Again, the District cannot add things to state statutes just by mere assertion.

3. Article 11 has been bargained to completion, and for over three decades, the parties have been in agreement that it does not conflict with state law.

Article 11's language has remained substantially the same since 1994, when the District and Association ensured the language conformed to Oregon state law and bargained the issue fully. The District now raises concerns that the language it bargained for three decades ago, at the time the three-decades-old statutory regime on site councils was passed, is now in conflict with that statutory regime. The contractual language has not changed in over three decades, and neither have the relevant aspects of the statute.

Given the District's sudden change in position with respect to Article 11, I cannot help but see the District's actions as a form of gamesmanship meant to waste the Association's time and resources instead of focusing on our current bargaining. If the District otherwise has valid citations to law to back up its position, please provide them.

Sincerely,

A handwritten signature in black ink, appearing to read 'Angela Bonilla', with a long horizontal flourish extending to the right.

Angela Bonilla

Portland Association of Teachers