

ARTICLE 11  
SCHOOL IMPROVEMENT COUNCILS

11.1 Purpose

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

11.2 District Site Committee

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

11.3 Council Participation

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

11.4 Council Roles and Responsibilities and Information Access

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

~~11.5 Building Based Budgets~~

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

11.6 Implementation of Decisions

Prior to implementation of a council decision, it shall be communicated in writing to the professional educators at the school worksite. Changes proposed by a site council may not violate any portion of the PAT/PPS Collective Bargaining Agreement (CBA). If the Association believes a council action/program change may violate the CBA, the proposal shall not be implemented until it has been reviewed in Contract Administration and the District and the Association mutually agree that the action/program change does not violate the CBA. Once a decision is finally reached, it shall be implemented by all at the site. ~~However, if requested by twenty five percent (25%) of the professional educators, the pending decision shall be put to a vote of the professional educators. To implement the decision, a majority of those participating in the vote shall be required.~~

11.7 Meetings

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

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outside of regular contract hours, professional educators shall be paid their hourly rate or  
provided an equivalent amount of release time.

11.8

Training of Councils

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



ARTICLE 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<sup>2</sup> 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

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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.



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**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 (\$1,500 \$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.





ARTICLE 27  
EVALUATION

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- 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 ~~the educator can demonstrate~~ 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.

