

MPD 12/20/16
T/A-SY 12/20/16

Subcommittee 2
December 7, 2016
FINAL

Article 1, New Section

Notice of Proposed Changes in Board Policy or Administrative Directives

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

In addition to the proposed contract language, PAT and PPS agree:

1. This notice requirement applies to all proposed changes to policy or administrative directive, regardless of whether the subject matter of the proposal is perceived by the District to be mandatory or permissive.
2. To defer to the Contract Writing Committee for decision on where to insert this provision, with the suggestion that it be a stand-alone paragraph included in Article 1.
3. That the proposed changes to the Administrative Directives identified to date by the District (*e.g.*, Code of Conduct; Drug Free Workplace and Drug and Alcohol Directive; Anti-Bullying and Harassment) be forwarded to the next phase of IBB bargaining.

MP 12/20/16
TA JF 12/20/16

Subcommittee 2
December 7, 2016
FINAL

Article 14.B.1.b(6) – Sick Leave Bank

(6) The District shall maintain a sick leave bank for use by professional educators who have exhausted their accumulated sick leave. Use of this leave shall only be in accordance with the sick leave bank guidelines. The Association can solicit voluntary contributions up to ~~three thousand two hundred (3200)~~ four thousand (4000) hours per year. Use of the sick leave bank will be monitored through the contract administration process.

In addition to the proposed contract language, PAT and PPS agree:

1. To clarify and publish the Sick Leave Bank Guidelines on their respective websites by February 1, 2017.
2. The Guidelines will include the OFLA/FLMA standards for determining who is eligible for grants of sick leave days and intermittent sick leave days.
3. The District will continue its administration of the sick leave bank jointly with PAT.

NOTE: this item has financial impact

MP 12/20/16
TA SM 12/20/16

Subcommittee 2
December 7, 2016
FINAL

Note: renumber the current Article 16 and each succeeding article

ARTICLE 16 - NEW - Building and Classroom Moves

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:
 - a. Up to eight (8) hours to pack and move personally-owned materials; and
 - b. Up to an additional eight (8) hours to move and unpack materials in the new classroom.

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:
 - a. Up to eight (8) hours to pack and move personally-owned materials; and
 - b. Up to an additional eight (8) hours to move and unpack materials in the new classroom.

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:
 - a. school closure, reconfiguration, conversion, merger, or relocation, of grade levels, programs or classes;
 - b. Bond work, construction, painting, or remodeling; or
 - c. Administrator-directed moves 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 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.

4. Extraordinary moves: professional educators who agree to sort, purge and 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 her/his 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

MAP 12/20/16
TA SM 12/20/16

agreement cannot be reached, the issue shall be submitted to the Senior Director for resolution. The Association unit member will then track and submit those extended hours to her/his administrator for payment.

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 prior to their first work day. Materials and packed boxes moved by the District shall be delivered on site prior to the access date.
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.
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 Paragraphs 1, 2, 3 and 4, above, and submit a record of that time to her/his 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 option.

In addition to the proposed contract language, PAT and PPS agree:

1. Current contract Article 5.D.9 to be deleted because the language of that provision is now moved into this article.
2. Note regarding paragraph 3.c. – 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).

NOTE: this item has financial impact

MP 12/20/16
TA SM 12/20/16

(Note: this draft does not include all potential proposed changes to Article 17. There are elements of Article 17 that Sub-Committee 3 has not yet finished bargaining.)

ARTICLE 17 MENTOR PROGRAM / PROFESSIONAL GROWTH

A. Professional Educator Mentor Program

1. The District intends to maintain a mentor program for the purpose of providing support and assistance to new and/or inexperienced professional educators.
2. 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.
 - a. Full-release mentors shall be compensated according to placement on the salary schedule plus one thousand five hundred dollars (\$1500) per school year.
 - b. 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.
3. The mentor program shall operate within the following parameters:
 - a. 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 consent.
 - b. 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.
 - c. The mentor program shall not be used as part of a Program of Assistance for Improvement for any professional educator.
 - d. 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.
 - e. Mentees shall not be required to develop additional professional goals beyond what is required in the PPS Handbook for Professional Growth and Evaluation.
 - f. 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.

MP

12/20/16

TA SM 12/20/16

- g. The ratio of mentors to mentees in the full-release model shall be no more than 1 to 15. Any change to the ratio shall be by mutual agreement between the District and the Association. The extended responsibility mentor model operates on a one-to-one basis.
 - h. 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.
 - i. Reconsideration of assignments shall not result in a reduction of FTE assigned to any mentor.
4. The mentor program may be expanded or discontinued at the discretion of the District.
 5. The Memorandum of Understanding (MOU) concerning the Mentor Program dated 08/14/13 shall remain in effect until June 30, 2014.

B. Salary Increments

1. Plus hours beyond degree salary increments (e.g., initial placement on a column of the salary schedule at the time of employment) must be based on coursework at accredited colleges or universities.
2. At such time that the State of Oregon requires completion of a "5th year" program for licensure, new professional educators shall be given credit for the hours required following the Bachelor's degree for completion of a "5th year" program up to a maximum of forty-five (45) quarter hours. Currently employed professional educators, who have completed a "5th year" program but were not given credit at the time of employment, shall be given credit on the salary schedule up to the BA+45 column.
3. Vocational professional educators may receive credit for technical coursework taken at a community college. Such courses shall be relevant to the professional educator's field of preparation and to service as a professional educator in this District.
4. In order to receive a salary adjustment retroactive to the beginning of the current school year, a professional educator must, by October 31st, provide the Human Resources Department with proof of completion of coursework. Adjustments based upon proof received after October 31st will be made effective the second month following the month received.

C. The Guidelines for Professional Growth/In-service shall be revised by the District and the Association and distributed to professional educators.

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 Article 5: Work Year/Workday/Workload. In such cases, professional educators who agree to attend shall be paid at the professional educator's regular hourly rate under the salary schedule.

2. Tuition Reimbursement

MP

12/20/16

TA 8M 12/20/16

- a. 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 highly qualified (HQ) status and other licensures requested by the District.
- b. 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.
- c. **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.**

3. National Board Teacher Examination

Reimbursement shall also be made for the fee charged a professional educator who takes and passes the National Board Teacher Examination to obtain a specialty area endorsement. This amount shall be within the tuition cost as stated in paragraph 2.b above.

4. State-Approved Professional Exams

A professional educator may access his/her 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.

- E. 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.
- F. 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.

MP

12/20/16

Article 17.C.2.c TA Document
12/07/2016

TA 84 12/20/16

G. 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.

(Note: this draft does not include all potential proposed changes to Article 18)

ARTICLE 18 PROFESSIONAL IMPROVEMENT

A. 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.

B. Professional 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.

C. A conference to be attended may be selected by the professional educator. Approval shall not be denied provided the conference has a legitimate pedagogical purpose. Transportation, meals, lodging, and registration shall be deemed appropriate expenses. Meals shall be reimbursed at the IRS rate, which shall be adjusted annually. A professional educator attending such conferences and meetings shall be granted sufficient leave time to attend without loss of compensation. The approval shall designate what portion, if any, of such leave time shall be charged against professional leave. Professional educators shall, upon request, submit a written report regarding such conferences. Professional educators are eligible for advances on professional improvement 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.

(1) Professional educators are eligible for advances on professional improvement funds when necessary documentation is presented. 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 regulations 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 (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.

(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.

(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.

D. A professional educator may access her/his 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).

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12/20/16

TA 84 12/20/16

Article 18.C.1 - 18.C.3, 18.F.1, 18.F.3 TA Document
12/07/2016

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.

- E. 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.
- F. The Guidelines for use of the Professional 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:
 - ~~1. Funds shall be allocated based upon seniority of the professional educators who make application. A professional educator who receives funds shall rotate to the bottom of the eligibility list and shall not again receive funds until other applicants have done so, except that a Professional Improvement Fund grant of less than One Hundred Dollars Fifty (\$150) will not cause a professional educator to be placed at the bottom of the eligibility list.~~
 - 2 1. One Thousand Five Hundred Dollars (\$1500) shall be available to professional educators only once every three years.
 - 3 2. Applications must be processed within one (1) week of being submitted by the professional educator.
 - 4 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 135 days may apply and may be approved for Professional Improvement Funds if their building administrator supports their application for the funds and expects the individual to be reemployed by the district the following year.**

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(Note: this draft does not include all potential proposed changes to Article 19. There are some aspects of Article 19 about which Sub-Committee 2 has not yet finished bargaining.)

Subcommittee 2
December 7, 2016
FINAL

ARTICLE 19 (Reps in meeting)

- A. 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.
- B. 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).
- C. This Article does not apply to dismissal, except as provided in Section E below, or nonrenewal of professional educators. However, professional educators subjected to nonrenewal or dismissal shall be afforded the procedural rights of due process.
- D. Removal from an Extended Responsibility Assignment
1. If a professional educator is removed from an extended responsibility assignment, upon request s/he shall be given the reasons in writing and afforded the opportunity to have a representative present in any discussion with the supervisor.
 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.
 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 E below.
- E. In the event of dismissal from employment, a professional educator may elect to appeal the dismissal to binding arbitration in accordance with Article 26E of this Agreement or the Fair Dismissal Appeals Board, but not both. The professional

mp 12/20/16

educator must so notify the Superintendent, in writing, within ten (10) calendar days after receipt of the notice of the dismissal decision of the District's School Board.

- F. 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 of the reasons for including:
- a. a description of the issue to be discussed in such meeting; and
 - b. the right to have a representative of representation by the Association or private legal counsel present to advise the professional educator during the meeting.

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.

This section does not apply to a meeting where the sole reason for the meeting is to discuss re-assignment.

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.

- H. A professional educator has the right to administrative support at any meeting with a parent...

In addition to the proposed contract language, PAT and PPS agree:

1. If agreement is reached on contract language establishing joint contract training, one component of that training shall cover the training of administrators and PAT building representatives on the purpose of Article 19.F. meetings, how they should be conducted, best practices, protocols, etc. and specifically including how and where to keep documents and an explanation about the role of OEA or private attorneys.
2. Representation by the Association could mean an OEA attorney, PAT UniServ Consultant, other representatives designated by PAT, a PAT Building Representative, or any combination of them.

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(Note: this draft does not include all potential proposed changes to Article 19. There are some aspects of Article 19 about which Sub-Committee 2 has not yet finished bargaining.)

Subcommittee 2
December 7, 2016
FINAL

ARTICLE 19 (letters of expectation)

A. 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.

- B. 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).
- C. This Article does not apply to dismissal, except as provided in Section E below, or nonrenewal of professional educators. However, professional educators subjected to nonrenewal or dismissal shall be afforded the procedural rights of due process.
- D. Removal from an Extended Responsibility Assignment
1. If a professional educator is removed from an extended responsibility assignment, upon request s/he shall be given the reasons in writing and afforded the opportunity to have a representative present in any discussion with the supervisor.
 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.
 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 E below.

MF 12/20/16
TA-8M 12/20/16

- E. In the event of dismissal from employment, a professional educator may elect to appeal the dismissal to binding arbitration in accordance with Article 26E of this Agreement or the Fair Dismissal Appeals Board, but not both. The professional educator must so notify the Superintendent, in writing, within ten (10) calendar days after receipt of the notice of the dismissal decision of the District's School Board.
- F. 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, or Letter of Expectation, the professional educator shall be given prior written notice of the reasons for such meeting and the right to have a representative of the Association or legal counsel present to advise the professional educator during the meeting. The parties shall cooperate in good faith to schedule the meeting within a reasonable period of time. This section does not apply to a meeting where the sole reason for the meeting is to discuss reassignment.

NEW G – (re-letter the rest starting with H)

G. Letter of Expectation. A Letter of Expectation is a written notice of an expectation, standard, policy or procedure. It is not a finding of fault or misconduct and is not a disciplinary action.

A Letter of Expectation must conform to the template agreed upon by the parties (Appendix). Letters of expectation may be placed in the building file. Letters of Expectation shall be placed in a district "Letter of Expectation" file maintained by the Human Resources Department. Letters in the Letter of Expectation file shall be organized district-wide by school year and shall be removed from the file after three (3) years. Professional educators who have received a Letter of Expectation have the right to review any letters of expectation addressed to them in the District Letter of Expectation file and attach a response.

G-H. A professional educator has the right to administrative support at any meeting with a parent...

In addition to the proposed contract language, PAT and PPS agree:

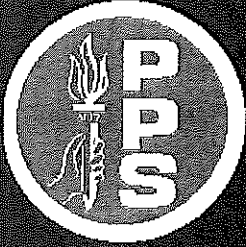
1. If agreement is reached on this contract language, the parties will revise Letters of Expectation already given to employees to bring them in compliance with the

MP 12/20/16

TA SM 12/20/16

new template requirements. (Note: this would settle approximately 30-35 current disputes related to Letters of Expectation)

2. We encourage that the delivery of a Letter of Expectation be done in a face-to-face conversation between the supervisor and the educator receiving the Letter.
3. A Letter of Expectation may be placed in the building file. A Letter of Expectation shall be placed in the district "Letter of Expectation File". The file will be organized in folders for each school year and all Letters of Expectation delivered to any educator district-wide during that school year will be included in that year's file and will be retained for three (3) years. The Human Resources Department will purge and destroy Letters of Expectation in the folder on the first of every month after three years.



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Subcommittee 2
December 7, 2016
FINAL

APPENDIX _____

PERSISTENTLY FOCUSED ON CREATING A CULTURE OF EQUITABLE STUDENT GROWTH AND ACHIEVEMENT

VIA [DELIVERY METHOD]

[DATE]

[EMPLOYEE NAME]
[EMPLOYEE ADDRESS]
[CITY, ST ZIP]

RE: Letter of Expectation

Dear [EMPLOYEE NAME]:

The purpose of this letter is to confirm our discussion on [MEETING DATE], at which I communicated the expectation, standard, or policy stated below. This letter is to clarify my expectations. This letter is not disciplinary.

It is expected that you will adhere to the professional standards and expectations of the District including, but not limited to:

- [STATE SPECIFIC EXPECTATION, POLICY, PROCEDURE OR PROFESSIONAL STANDARD]

Please feel free to contact me if you have any questions about these expectations or if you would like to discuss whether there may be any training or learning opportunities related to them. Failure to comply with these expectations may lead to discipline, up to and including termination.

Sincerely,

[NAME], Principal

Copy: District Letter of Expectation File
Building File (at supervisor's option)

MP 12/20/16
TA 8/16 12/20/16

(Note: this draft does not include all potential proposed changes to Article 22. There are some aspects of Article 22 about which Sub-Committee 2 has not yet finished bargaining.)

Subcommittee 2
December 7, 2016
FINAL

Article 22- PERSONNEL FILE

- A. There shall be only one official district personnel file which shall be maintained by the Human Resources Department.
- B. With the exception of items which are duplicates of those in the district file, evaluation materials as described in the District Teacher Evaluation Handbook (revised to become the PPS Handbook for Professional Growth and Evaluation), and in-service records, and other official records, materials in the supervisor's building file, including Letters of Expectation, shall be removed when the supervisor or the professional educator is transferred.
- C. Each professional educator shall have the right upon request to review the contents of his/her district personnel file as well as any similar building file maintained by his/her supervisor. A representative of the Association may:
 1. At the professional educator's request accompany the professional educator in this review, or
 2. Be authorized by the professional educator in writing to review the file.
- D. A professional educator shall be provided a copy of any materials relating to the professional educator's work performance if such materials are to be placed in the professional educator's personnel file. A complaint shall not be placed in the professional educator's personnel file unless accompanied by a written directive from the administrator. Each professional educator's personnel file subject to such review shall contain the following minimum items of information:
 1. all professional educator evaluation reports
 2. transcript of academic records
 3. contract status recommendation

12/20/16
T/A SM 12/20/16

- E. The professional educator may respond to any item placed in the professional educator's personnel file or the record described above of the professional educator maintained by the supervisor and said response shall become a part of the file. A professional educator may request and have granted that any materials in the district personnel file (excluding evaluation and disciplinary materials) be removed from his/her file if after three (3) years of being written no subsequent similar entries have been made into the professional educator's personnel file. A professional educator may request and have granted that letters of warning/and reprimands be removed from his/her building file if after three (3) years of being written no subsequent similar entries have been made into the professional educator's building or personnel file.

LJCAT 1
June 21, 2016

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T/A [Signature] 12/20/16

**APPENDIX C
DOMESTIC PARTNER**

A "domestic partnership" is defined as one in which two (2) persons, regardless of sex assigned at birth, gender identity, or recorded gender:

1. Share the same permanent residence for at least six (6) months immediately preceding the signing of an Affidavit and intended to continue indefinitely;
2. Have a close personal relationship with each other;
3. Are not legally married to anyone;
4. Are not related to each other by blood in a degree of kinship closer than would bar marriage in the State of Oregon;
5. Are each eighteen (18) years of age or older;
6. Were mentally competent to consent to contract when the domestic partnership began;
7. Are each other's sole domestic partner; and
8. Are jointly responsible for each other's common welfare including "basic living expenses."