

TENTATIVE AGREEMENT – 02/18/2014

PREAMBLE

The parties believe that a well-rounded public education should prepare every student for college, career and full participation as an active and informed community member, regardless of race, class, ethnicity, gender, sexual orientation or zip code. The parties also recognize that a well-rounded public education includes, but is not limited to, giving students a strong start, and providing students with an enriched, diverse and comprehensive whole-child curriculum that allows them to:

- obtain essential knowledge and skills;
- engage in critical and creative thinking;
- develop independent inquiry skills and an appreciation for the arts, music and literature;
- improve their physical and emotional health;
- develop academic discipline and proficiencies;
- develop and use information literacy skills to become college and career-ready; and
- prepare for leadership roles in their communities.

Our goal is to empower productive, ethical, self-confident community members who are ready to participate in a free and democratic society.

This agreement entered into the _____, by and between the Portland Association of Teachers, hereinafter called the "Association," affiliated with the Oregon Education Association, hereinafter called "OEA," and the National Educational Association, hereinafter called the "NEA," and School District No. 1, Multnomah County, Oregon, hereinafter called the "District."

It is hereby agreed as follows:

TENTATIVE AGREEMENT – 12/18/2013

ARTICLE 1 STATUS AND EFFECT OF AGREEMENT

A. Recognition of Exclusive Representative

1. The ~~Board~~ **District** recognizes the Association as the sole and exclusive collective bargaining representative for all **regular and temporary professionally and/or academically licensed employees of the District including**, licensed teaching personnel employed ~~or to be employed~~ in the District in a position for which a teaching license is required by state or regulation, School Psychologists, Social Workers, Child Development Specialists, Student Services Specialists and Audiologists. Such recognition also includes those assignments specified in ~~Appendices B and~~ **Appendix C** of this Agreement.
2. Such recognition excludes **supervisory, confidential, educational support professionals (ESP) and substitute employees and positions appropriately included in another bargaining unit.** ~~include the Superintendent and the Central Office Administrative Staffs, Principals, Vice-Principals, Administrative Assistants and persons ordinarily engaged at least 50% of the time in administration, supervision or evaluation of teaching personnel. The terms "unit member, when used herein, refers to members of the bargaining unit. (Moved to definitions section below.)~~

B. Definitions

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

1. **District:** School District Number 1, Multnomah County Oregon (Portland Public Schools).
2. **Association:** Portland Association of Teachers (PAT)
3. **Agreement:** The collective bargaining agreement between the District and the Association covering bargaining unit members other than substitutes.
4. **Day or Workday:** Unless specifically defined as calendar days, all days in this agreement mean contract days for the bargaining unit included in the 190 day calendar; excluding holidays, weekends, and other non-contract days including winter, spring and summer breaks.
5. **Professional Educator or Educator:** All professional educators represented by the Association in the bargaining unit as defined in Section A above.
6. **Supervisory Employees:** District Administrators including the Superintendent and the Central Office Administrative Staff, Principals, Assistant Principals, and persons ordinarily engaged at least 50% of the time in administration, supervision or evaluation of teaching personnel.
7. **Probationary Educator:** A professional educator who has not completed the probationary period. A professional educator is probationary for his/her first three years of employment with the District. **Contract Educator:** A professional educator who has completed three consecutive years employment with the District in a bargaining unit represented position and has been retained for a fourth.

8. **Professionally or Academically Licensed: All professional educators required, as a condition of employment, to possess an academic certificate, license, degree, or the equivalent, issued by TSPC, the State of Oregon, an institution of higher education, or a professional society,**

Or

Anyone who performs the functions reserved (under OAR 584-036-0011) for professional educators who hold a professional or academic license.

9. **Substitute: Anyone employed to take the place of a regular educator who is temporarily absent. A substitute may not replace any individual educator for more than sixty (60) workdays in the same school year.**

10. **Temporary:** ~~Temporary unit members will be hired only to:~~ **Anyone employed to**
- a. ~~Replace a unit member~~ **professional educator** on a leave of absence. **Such position designation shall not extend beyond two (2) school years;**
 - b. Fill a vacancy **of more than sixty (60) days** which occurs after the opening of school. **(For purposes of this section “opening of school” shall mean the first student day. “Fill a vacancy” shall mean that the temporary educator has initiated employment after the first student day of school.);** or
 - c. Fill a position which has been designated as temporary or experimental. Such position designation shall not extend beyond two (2) school years. *(Moved From Article 10.D.10.)*

- C. This Agreement shall modify, replace or add to any policies, rules, regulations, procedures or practices of the District which shall be contrary to or inconsistent with its terms. The provisions of this Agreement shall be incorporated into and become part of the established policies, rules, regulations, practices and procedures of the District. Existing policies, rules, regulations, practices and procedures which are consistent with this Agreement are not modified.
- D. There shall be two (2) signed copies of the final Agreement for the purpose of records. One shall be retained by the District and one by the Association. Within one month of the ratification of the Agreement by both parties, the ~~Board~~ **District** agrees to print ~~sufficient~~ **one thousand (1,000)** copies of this Agreement for all unit members and agrees to deliver those copies to the Association for distribution, **and to post a copy of the Agreement on the District’s website.** ~~to all unit members. One page of the Agreement will contain the Association name, address, telephone number and officers.~~ The parties acknowledge that during the negotiations which resulted in this Agreement, each had the right and opportunity to make demands and proposals with respect to any subject appropriate for bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. The parties mutually agree that the terms and conditions set forth in this Agreement incorporate the entire understanding and agreements of the parties on all matters which were subject to negotiations. The ~~Board~~ **District** and the Association agree that, during the term of this Agreement, the other shall not be obligated to negotiate or bargain collectively with respect to any such matter covered by this Agreement. This Agreement may be altered, changed, added to, deleted from or modified only through the voluntary, mutual written consent of both of the parties in amendment thereto.
- E. Nothing contained in this Agreement or mutually relied on in bargaining will be interpreted and/or applied so as to eliminate or reduce any current management right or established working condition that is a mandatory subject for bargaining. The Board, however, may otherwise reserve the right to unilaterally change its policies relating to all matters which do not involve mandatory subjects of bargaining.

- F. Should any ~~Article, Section or clause~~ **provision** of this Agreement be declared illegal by a court or agency of competent jurisdiction, said ~~Article, Section or clause~~ **provision**, as the case may be, shall be automatically deleted from this Agreement to the extent that it violates the law, but the remaining ~~Articles, Sections and clauses~~ **provision(s)** shall remain in full force and effect for the duration of this Agreement, if not affected by the deleted Article, Section or clause. The subjects of the deleted provision(s) and the affected provision(s) shall be subject to further collective bargaining during the term of this Agreement with respect to the period covered by this Agreement.
- G. Any contract between the ~~Board~~ **District** and an individual ~~unit member~~ **professional educator** shall be expressly subject to the terms and conditions of the Agreement.
- H. **The Association has a process for contract exceptions to allow professional educators at a work site to apply for an exception to the terms and conditions of the Agreement. Contract exceptions must be submitted to the PAT Advocacy Committee using the process required by the Association. Contract exceptions must be approved by the PAT Advocacy Committee and the District prior to implementation. A contract exception is valid only for the school year for which it was approved.**
- I. The Association shall continue to be the exclusive collective bargaining representative, as provided in Section A of this Article, during the term of this Agreement unless, under applicable law, some other method of representation or some other applicable representative is elected. Should another method or representative of the ~~unit members~~ **professional educators** be so elected during the term of this Agreement, this Agreement shall not terminate but thereafter no provision of this Agreement shall be construed to require the ~~Board~~ **District** to bargain with the Association and the recognition and authority of the Association as contained in this Agreement and its duty of fair representation shall terminate.

TENTATIVE AGREEMENT – 12/16/2013

ARTICLE 2 ASSOCIATION RIGHTS

- A. Except for Section G below, the Association rights conferred on the Association in this Agreement shall be exclusive except as provided by law.
- B. The Association or its representatives shall have the right to transact official Association business on ~~school~~ District property at all reasonable times; use ~~school~~ District facilities and equipment including **but not limited to typewriters, mimeographing machines, other duplicating equipment, calculating machines, audiovisual equipment, and District email**, provided the same are not otherwise in use; post notices of activities and matter of Association concern on ~~teacher~~ **designated** bulletin boards, at least one of which shall be provided in each school building **for Association use**; use the District mail service and ~~teacher~~ **professional educator** mailboxes for communications, and place small symbols on such mailboxes but limit the size of logos to one inch (1") or less. ~~and larger logos that are presently displayed should be replaced with the new ones.~~ A clearly identified Association mailbox at each worksite will be reserved for Association communications. If a box is unavailable, the Association may place a mailbox that is comparable in size and appearance with the staff mailboxes that exist at the individual worksites for Association communications. ~~Use of the District's mail service shall be in accordance with the Memorandum of Agreement dated November 7, 1988,~~ **The Association shall have the right to use the inter-building mail facilities and mailboxes (Pony)**, unless the use of an employer's mail system by an incumbent labor organization is specifically clarified by Legislation, the U.S. Postal Service, or a court of competent jurisdiction. The Association shall pay for the reasonable cost of all materials, supplies and special services required beyond the normal operation incidental to such uses. The exercise of Association rights under this Section shall not interfere with or interrupt classes or other normal school operations. Association notices should not be made available to students.
- C. The District shall furnish the Association upon request all reasonably available factual information necessary to its function as exclusive bargaining representative.
- D. The Association shall have the right to make brief announcements as a scheduled item on the agenda of any faculty meeting or any other required meeting, if held, in the event two (2) or less faculty meetings are held in any month.
- E. Association Representatives Meeting
- 1. The District shall notify all schools and departments that no activities are to be scheduled by the District for Association representatives on the Monday preceding the beginning of the work year.** (*Duplicated from A20 A.*)
 - ~~2. The Association may call general meetings of its Association representatives during school time up to five (5) times during the school year. Such representatives shall be released without loss of pay but the Association shall reimburse the District for the cost of substitutes. Two (2) weeks' advance written notice shall be furnished to the Superintendent of a meeting and it shall not be called for a day when other teacher absences eliminate the availability of a sufficient number of substitutes. ~~One (1) Association representative within a building shall be given one (1) period of release time per week during the workday at a regularly scheduled time, established by the principal provided the principal in his/her discretion determines that a teacher or administrator within the building is available to supervise the students of the Association representative.~~~~
- F. Building/Program Area Committees

Any general standing faculty-administration or administratively appointed faculty committee, ~~or faculty senate, or co-op committee,~~ at the building level, shall include the Association faculty representative or his/her designee as a member. Supervisor's team meetings are not included. If evaluation and/or employee performance is to be discussed at a supervisor's team meeting, the Association representative will be invited to attend.

Any District committee that included designated Association representatives shall have those Association representatives appointed by the Association.

G. Orientation Programs

The Association shall be provided time on the agenda at all general orientation programs for new ~~unit members~~ **professional educators** only to provide general information on the Association and its duties as exclusive bargaining agent.

H. School Board Meetings (*References to Board shall remain that way for this section.*)

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

I. Instructional Program Council

The District recognizes the expertise ~~and ability of unit members~~ **professional educators and the value for their participation in** ~~to provide valuable input regarding~~ education program planning. Therefore, meetings between the Superintendent and/or his designee(s) and representative of the Association shall occur monthly for the purpose of discussing the District's instructional programs. It is intended that Items planned as major district-wide change shall be discussed in these meetings prior to implementation. The Association president may appoint up to five (5) ~~unit members~~ **professional educators** as representatives to such meetings. Such ~~unit member~~ **professional educators** shall be released without loss of pay for attending the meetings.

J. Release of ~~unit members~~ **professional educators** by the District from their normal work assignments to work on activities jointly sponsored by the Association and the District shall be without loss of pay.

TENTATIVE AGREEMENT – 12/6/2013

**ARTICLE 3
MANAGEMENT RIGHTS**

Subject to the expressed terms of this Agreement, the Board and its designees hereby retain and reserve unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws of the State of Oregon, including the functions and programs of the District, its standards of services and education, its overall budget, utilization of technology and its organizational structure, the selection, direction and assignment of its personnel, **and** the use of its facilities, and all areas of discretion in matters of inherent managerial policy.

TENTATIVE AGREEMENT – 7/11/2013

ARTICLE 4 NEGOTIATION PROCEDURES

- A. Neither party shall have any control over the selection of the representatives of the other party.
- B. The parties mutually pledge that their representatives will hold all necessary authority to make and consider proposals and concessions in the course of bargaining, subject to ratification by the Board and Association, respectively.
- C. The parties agree to enter into collective bargaining over the successor agreement no later than the first ~~teacher~~ workweek in January of any affected year.
- D. Release time with pay shall be allowed to a maximum of ~~five (5)~~ **six (6)** Association representatives to the committee for up to **twenty-five (25)** ~~thirty (30)~~ bargaining meetings. Up to two (2) representatives representing the Association may be released from assigned responsibilities for full-time, but without pay from the District. Other negotiation meetings conducted during the workday shall be at the cost of substitute(s) to the Association. Upon mutual agreement, these meetings may occur during off-duty hours.
- E. **Strikes and Lockout**
 - 1. ~~Unit members~~ **Professional Educators** and the Association will not be involved in any form of illegal work stoppage, boycott, or picketing concerning the District. Legally sanctioned activities authorized by ORS 243.726 or during reopened negotiations provided for in this Agreement are permissible. The District is not required to pay ~~unit members~~ **professional educators** during any work stoppage. (*Moved from Article 20.*)
 - 2. **There will be no illegal lockout of professional educators by the District, as a consequence of any dispute arising during the period of this Agreement.**

TENTATIVE AGREEMENT – 08/12/2013

ARTICLE 5 ADMINISTRATION OF AGREEMENT

A. Contract Administration Meetings

1. Meetings between designated representatives of the District and the Association shall normally be held monthly for the purpose of reviewing specific problems relating to this Agreement. Such meetings are not intended to bypass the grievance procedure. Such meetings shall constitute an “informal grievance” hearing if the issue concerns an action of a central administration office having impact on ~~unit members~~ **professional educators** and qualifies as a grievance under the terms set forth in **Article 6, Section A1**. ~~Section A.1. of Article 6~~ of this Agreement. If, after seven (7) days, the issue is not resolved at one or more meetings, the Association may file a formal grievance at Level II.
2. Each party shall submit to the other, on or before the Friday prior to the meeting, an agenda of items to be discussed.
3. Release time with pay shall be provided to a maximum of three (3) Association representatives for attendance at up to eight (8) such meetings. **Additional representatives may be released, as needed, to address a specific agenda item, generally with one (1) week’s notice.**

B. Amendment of Contract

Should an administration meeting result in a mutually acceptable amendment of the present contract, then said amendment shall be subject to ratification by the Board and the Association, provided that the designated representatives shall be empowered to effect temporary, mutually agreed upon alterations to resolve special problems.

C. Written Communications

Written responses regarding unresolved issues when requested by either party shall be made within two (2) weeks following the meeting. “Responses” may be only preliminary in nature. This Article does not preclude modification of positions or responses.

D. **Building/Program Contract Administration Meetings**

At the request of the Association designated representative, principal, or program supervisor, a monthly meeting shall be held for the purpose of reviewing the administration of this Agreement as it pertains to that building or program and resolving problems ~~thereunder~~ which may arise. ~~By mutual consent, an additional representative and/or administrator may attend such meeting.~~ **These meetings shall include elected Association building/program representatives and building/program administrators.**

TENTATIVE AGREEMENT – 12/10/13

ARTICLE 6 GRIEVANCE PROCEDURE

SECTION A - Definitions, Time Limitations on Filing and Joinder

1. Grievance

A "grievance" is defined as an allegation by a professional educator, a group of professional educators or the Association that there has been a violation of any provision of this Agreement.

~~2. "Grievance" is defined as a complaint that this Agreement has been violated.~~

~~a. "Employee grievance" is defined as a complaint a grievance by one (1) or more unit members professional educators, that the District has violated provisions of this Agreement, provided the conduct complained of directly affects the unit member professional educator(s).~~

~~b. "Association grievance" is defined as a complaint grievance by the Association that the District has violated provisions of this Agreement, where the conduct complained of affects one or more unit members professional educators or the Association.~~

c. Group grievance: If, in the judgment of the Association, a grievance affects a group or class of professional educators, the Association may submit such grievance in writing to the Chief Human Resources Officer or designee directly and the processing of such grievance shall be commenced at Level II. However, a group grievance affecting professional educators at a single building or an Association grievance affecting professional educators at a single building shall be initiated at Level I with the principal or immediate supervisor.

d. If a grievance arises from action or inaction on the part of a member of the administration at a level above the principal or immediate supervisor, the grievant shall submit such grievance in writing to the Chief Human Resources Officer and the processing of such grievance will be commenced at Level II. Grievances regarding salary placement and/or placement on the Appendix A salary schedule shall be filed with the Chief Human Resources Officer Director of Personnel and shall be considered as a Level II grievance. The Level II, Step 1 hearing may be waived by mutual agreement. (Moved from Section D, Level 1, Step 1 below.)

e. Grievances that are reasonably related shall be joined and processed together.

2. **Grievant: A "grievant" is the professional educator or professional educators or the Association making the claim.**

3. **Day or Workday: Unless specifically defined as calendar days, all days in this agreement mean contract days for the bargaining unit included in the standard calendar; excluding holidays, weekends, and other non-working days including winter, spring and summer breaks. During the summer recess, a grievance may proceed upon mutual consent of the parties. (Moved from below.)**

4. **All grievances shall be filed within thirty (30) days after the first knowledge by the injured party of the factual occurrences constituting the basis of the grievance. In case of an assignment, or other continuing classification or condition, a grievance concerning either past or future effects thereof shall have been commenced within thirty (30) days of the grievant's first knowledge thereof may be limited in its remedy of past effects to adjustment no more than thirty (30) days prior to the filing of the grievance.**

1. ~~“Day” is defined as a working school day. During the summer recess, a grievance may proceed upon mutual consent of the parties. (Moved above.)~~
5. A grievance may not be filed over a unit determination matter or a 1(e) violation of ORS 243.672 or a matter that would cause the District to commit an unlawful act or a matter imposed upon the District by a higher authority.
6. The District shall continue, with respect to unit members, to provide the separate grievance procedure in existence with respect to issues arising solely under policies and regulations other than this Agreement, or regarding matters which are not employment relations as defined by law.

B. Purpose

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems that may from time to time arise affecting professional educators. Both parties agree that these proceedings will be kept informal and confidential as may be appropriate at any level of the procedure.

SECTION C. General Procedures

1. Representation

A ~~unit member~~ **professional educator** who initiates a grievance may elect to be represented by the Association or the ~~unit member~~ **professional educator** may elect to represent himself/herself at Levels I & II. If the ~~unit member~~ **professional educator** elects to represent himself/herself, the ~~unit member~~ **professional educator** shall so indicate in writing and shall include a statement that the ~~unit member~~ **professional educator** assumes responsibility for all costs which the ~~unit member~~ **professional educator** incurs associated with the processing of the grievance.

2. Parties Present

The grievant **shall have the right to be present with witnesses at any level of the grievance process (but may waive this right through the Association representative).** ~~must be present at Level I, Step 2 and shall have the right to be present the Level II hearing (with witnesses) if present at any step, may require~~ The presence of the administrator whose action is the subject of the grievance **may be required.** ~~A unit member~~ **The grievant** is entitled to Association representation at any meeting or hearing held under this procedure.

When it is necessary, pursuant to the grievance procedure provided for in this Agreement, for **grievants, building or program school representatives,** a members of the **Association’s Advocacy Committee,** or any other representative designated by the Association to attend a grievance meeting or hearing during a school day, ~~she~~ **up to up to two representatives and the grievant(s)** shall, upon notice to his/her supervisor or principal, and to the Superintendent, be released without loss of pay, as necessary, in order to permit participation in the foregoing activities. However, should the participation of witnesses in the grievance procedure necessitate the employment of a substitute, the Association shall assume the responsibility for payment of the cost of the substitute. *(Moved from B13.)*

3. Individual Adjustment

Any ~~unit member~~ **professional educator** may file and process a grievance through Level II of this procedure and have said grievance adjusted without intervention of the Association **provided if:**

- a. The adjustment is consistent with the terms of this Agreement; and
- b. The Association, or its designated Association representative at Level I, has been notified in advance of and given opportunity to be present at all meetings held pursuant to this Article. Any such grievance decision shall be forwarded to the Association.

4. Time Extensions

Time extensions shall be consented to in writing and shall be with the mutual consent of the grievant, or the Association, on behalf of a grievant, and the District.

~~5. Default~~

Failure at any step of this procedure to communicate the decision in writing on a grievance within the specified time limit shall permit the grievant to proceed to the next step.

Failure at any step of this procedure to appeal the decision to the next step within the specified time limit shall be deemed to be acceptance of the decision rendered at that step.

5. Cooperation

All parties shall cooperate in the investigation of a grievance and promptly supply any readily available relevant information or documents to the other party.

6. Limitation of Remedies

Except as otherwise provided by law, this grievance procedure shall constitute the exclusive remedy of unit members and the Association.

7. Contents of Grievance

The written formal grievance ~~filed at any level~~ shall, **if applicable**, contain the specific Agreement article **and** section that has allegedly been violated (*e.g.*, Article 18.H.1-), **and/or identify the basis for the grievance and include** a short statement of the facts giving rise to the **allegation** and the relief sought. The written response shall include the decision and the rationale for such decision.

~~8. Minutes~~

~~Except at Level I, Step 2, appropriate minutes shall be kept at District expense of proceedings at all levels of this procedure. Such records shall be available to all parties. Additional records or transcription of the proceedings may be made by the Association or the District, the cost of which shall be paid equally by the Association or the District if both request this service. If only the District requests such additional service, it shall bear the cost and, if only the Association requests such service, the Association shall pay the cost thereof.~~

8. Separate Files

All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file which shall constitute a "personnel file," within the meaning of the confidentiality provisions of ORS 342.850. Access to those files shall be limited to those directly involved in the case and/or those processing grievances of a similar nature.

10. Forms

Grievance forms shall be prepared jointly by the administration and the Association and given appropriate distribution so as to facilitate operation of the grievance procedure.

11. Privacy

Except as otherwise provided by law or by agreement of the parties, meetings and hearings under this procedure shall not be conducted in public.

~~13. When it is necessary, pursuant to the grievance procedure provided for in this Agreement, for a school representative, a member of the, or any other representative designated by the Association to attend a grievance meeting or hearing during a school day, s/he shall, upon notice to his/her supervisor or principal, and to the Superintendent, be released without loss of pay, as necessary, in order to permit participation in the foregoing activities. However, should the participation of witnesses in the grievance procedure necessitate the employment of a substitute, the Association shall assume the responsibility for payment of the cost of the substitute. (Moved to C2.)~~

~~A reprisal shall not be taken against a unit member in response to that unit member's exercise of the right to file a grievance as provided in this Agreement. (Moved from Article 7.)~~

12. Reprisals

No reprisals of any kind shall be taken by the District or by any member of the administration against any grievant, representative, member of the Association, due to participation in the grievance procedure.

SECTION D. Levels and Steps

Level I. **Principal or Immediate Supervisor**

Step 1 An employee grievance or an Association grievance affecting ~~unit member(s)~~ **professional educators** at a single building shall be raised by the filing of a formal written complaint setting forth the material required by ~~Section B7 C-B, paragraph 8,~~ at the office of the ~~unit member's~~ **professional educator's** supervisor. ~~Grievances regarding salary placement on the Appendix A salary schedule shall be filed with the Director of Personnel and shall be considered as a Level II grievance. (Moved to Section A1d above.)~~ The Level II, Step 1, hearing may be waived by mutual agreement.

Step 2 Within ~~seven (7)~~ **ten (10)** days the grievance shall be discussed by the supervisor and the ~~unit member~~ **professional educator** and, if requested by the ~~unit member~~ **professional educator**, up to ~~two (2)~~ persons approved by the Association, one (1) of which shall be designated as the official representative for the ~~unit member~~ **professional educator**.

Step 3 In the event no settlement occurs at the Step 1 meeting, the supervisor, within ~~seven (7)~~ **ten (10)** days of the meeting, shall set forth the reasons for the decision.

Step 4 In the event no settlement occurs at Step 3, the grievance may be appealed to Level II by filing a written appeal within ~~seven (7)~~ **ten (10)** days of receipt of the Step 3 response. Such appeal must specify the portions of the Step 3 response which are in disagreement and the manner in which each portion is in error. ~~Alleged violations not raised in the written appeal are waived and shall not thereafter be raised or considered under this procedure.~~

Level II. ~~Superintendent~~ **Chief Human Resources Officer or designee**

An appeal of a grievance from Level I or a grievance filed by the Association affecting ~~unit members~~ **professional educators** in more than one (1) building shall be filed at this level. **In addition, certain administrative actions included in Section A1d shall also be initiated at this level.**

- Step 1 Within ten (10) days of receipt of the grievance, the Superintendent or designee shall conduct a grievance hearing.
- Step 2 Within ~~seven (7)~~ **ten (10)** days following completion of the Level II, Step 1 hearing, the ~~Superintendent~~ **Chief Human Resources Officer or designee** shall provide a written decision to the parties. However, at the request of the ~~Superintendent~~ **Chief Human Resources Officer or designee**, or the grievant, an informal hearing will be held within five (5) days to discuss the grievance and decision. In such case, the written decision shall be issued within ~~three (3)~~ **five (5)** days following the meeting.
- Step 3 If the grievance is not settled at Level II, Step 2, **a copy of** the decision of the ~~Superintendent~~ **Chief Human Resources Officer, or designee** shall be submitted to the **Superintendent and the** Board of Education. ~~Board action shall take place at the next scheduled Board meeting beyond seven (7) days from the date of the Level II, Step 2 decision. Within three (3) days following Board action, a written decision shall be mailed to the Association.~~

SECTION E. - Arbitration

- ~~1. If the grievance is pursued to arbitration, the issues before the arbitrator shall be limited to those presented at Level II. Only the District and the Association, in its own behalf or in behalf of a unit member or group of unit members, shall be parties in arbitration. **If a grievance is not resolved at Level II, it may be appealed to arbitration within sixty (60) days of receipt of the Level II Step 2 decision. Only the Association may appeal a grievance to arbitration.**~~

2. Requesting an Arbitrator

After receipt of the Level II, Step 2 response or decision, the Association may request a list of seven (7) Oregon and Washington arbitrators from the Oregon State Conciliation Service who are members of the American Arbitration Association Labor Panel. A copy of the request shall simultaneously be filed with the District. Each party shall then alternately strike one (1) name from the list supplied until one (1) name remains and that person shall be arbitrator. **The winner of a coin toss shall be the first to strike names.** In the alternative, the parties may jointly agree upon any person to serve as arbitrator.

3. Authority of Arbitrator

The arbitrator shall **be encouraged to** issue a decision within twenty (20) days of the close of the hearing or submission of briefs, whichever occurs later. The arbitrator's decision shall be in writing and shall set forth findings of fact, reasons and conclusions. The arbitrator may not add to, subtract from, or modify the terms of this Agreement, and may not award punitive damages. The arbitrator's decision shall be final and binding.

- 4 Costs

Fees and expenses for the arbitrator shall be borne equally by the Association and the District.

4. Attendance

Persons having a direct interest in the arbitration are entitled to attend hearings but the arbitrator shall have the power to require the retirement of any witness during the testimony of other witnesses

5. Evidence

Except for evidence used solely for impeachment or rebuttal or to refresh recollection, evidence shall be restricted to exhibits made known to the other party at least twenty-four

(24) hours prior to the first arbitration session and to testimony from witnesses whose names were made known to such party within said time; provided that the arbitrator may, upon a showing of good cause or to prevent injustice, relieve a party from this restriction.

6. Affidavits

The arbitrator may receive and consider the evidence of witnesses by affidavit, but shall give it only such weight as s/he deems proper after consideration of any objections made to its admission.

7. Oaths

Before proceeding with the first hearing, the arbitrator may take an oath of office. The arbitrator may require witnesses to testify under oath administered by any duly qualified person.

8. Waiver of Oral Hearings

The parties may provide by written agreement for the waiver of oral hearings.

9. Time and Place

The arbitrator shall fix the time and place for each hearing. At least five (5) days prior thereto, s/he shall mail notice of the time and place thereof to each party.

10. Order of Proceedings

The arbitrator may, at his/her discretion, vary the normal procedure under which the initiating party first presents the claim (except in discipline cases) but in any case shall afford full and equal opportunity to all parties for presentation of relevant proofs. The hearings may be reopened by the arbitrator on his/her own motion or on the motion of either party for good cause shown at any time before the award is made, but if the reopening of the hearing would prevent the making of the award within the time specified in these procedures or any other specified time agreed upon by the parties in writing, that matter may not be reopened unless both parties agree upon the extension of such time limit.

11. Serving of Notices

Each party shall be deemed to have consented and shall consent that any papers, notices or processes necessary or proper for the initiation or continuation of an arbitration under these rules and for any court action in connection therewith or the entry of judgment of an award made thereunder may be served upon such party (a) by mail addressed to such party or his/her attorney at his/her last known address, or (b) by personal service on such attorney or the Employee Relations Department or the Office of the Association as applicable.

12. Communication with Arbitrator

Except as expressly authorized herein, there shall be no communication between the parties and the arbitrator other than at oral hearings and those necessary to accomplish the filing of evidence, briefs and papers, to arrange the order of proceedings and to provide notice. Prior to contacting an arbitrator, the opposing party shall be given notice by the initiator.

13. Arbitrability / Review of Arbitration Decision

~~Review of Arbitration Decision.~~ Upon request of either party, the arbitrator shall first hear and rule in writing on questions of procedural and substantive arbitrability. Grievances, in order to be arbitrable, must have been processed according to this grievance procedure. Grievances must include only those issues described in Section A1 of this grievance unless otherwise agreed to by the parties. Grievances shall be heard unless the contract clearly is

not susceptible to the interpretation cited in the grievance. Ambiguity shall result in the grievance being considered. If neither party requests a separate hearing on grounds of arbitrability, and if the arbitrator still rules that a grievance is not arbitrable, s/he shall not comment on the merits of the grievance in any way.

14. Conflict of Interest

No person shall serve as arbitrator in any arbitration in which he or she has any financial or personal interest in the result of the arbitration, unless the parties, in writing, waive such disqualification. Prior to accepting the appointment or immediately upon receiving notice of this rule, whichever is later, the prospective arbitrator shall disclose to the parties any circumstances likely to create a presumption of bias or which might disqualify him or her. If either party declines to waive the presumptive disqualification, the vacancy shall be filled in accordance with the procedures described below.

15. Substitute Arbitrator

If any arbitrator shall resign, die, withdraw, refuse or be unable or disqualified to perform the duties of the office, it shall be vacant and the matter may be reheard by a new arbitrator. A party desiring to fill such vacancy and continue arbitration must give notice thereof to the other party at the Oregon Employment Relations Board within five (5) days of the date of receipt of knowledge of the vacancy and request that the Employment Relations Board furnish an additional list of seven (7) arbitrators. The successor shall then be selected in the same manner as in the original selection.

TENTATIVE AGREEMENT – 12/6/2013

ARTICLE 7 NONDISCRIMINATION AND ACADEMIC FREEDOM

A. ~~Nondiscrimination~~

In matters of wage, hours and employment relations, or any other matter covered by this Agreement, the District agrees to follow a policy of not discriminating against any ~~unit member~~ **professional educator** on the basis of race, color, national origin, ancestry, sex, age, weight, height, marital status, religion, disability, sexual orientation, gender identity, lawful off-duty political activity or associations, ~~membership or non-membership in the Association or participation in its activities, (moved to Article 9)~~ the fact that the ~~unit member's~~ **professional educator's** residence is outside the District, or as otherwise provided by School Board policy. However, this provision shall not be construed to prevent the following:

1. District participation in program conducted in an effort to increase opportunities for minority groups, subject to the provisions of this Agreement.
2. Distinctions authorized by law.
3. Consequences of District policies pertaining to assignment of spouses both employed by the District if one is an administrative or supervisory employee.
4. ~~It is the intention of the parties that~~ The interpretation given to this Article shall be consistent with the proper interpretation of the provision of the Oregon Fair Employment Practices **Act Law** contained in ORS **Chapter 659A.028 and 659.030**. A grievance alleging violation of Section A of this Article shall **may** not be subject **appealed** to arbitration **if the alleged discrimination is based on one or more protected classes**. ~~if the grievant elects to pursue the complaint through means established by statute. (New legal ruling in this area.)~~

~~B. Academic Freedom~~ Unit members shall be guaranteed academic freedom in instructional presentations and discussions and in faculty discussions of education policy. Unit members may introduce controversial materials provided such presentations, discussions and materials are appropriate and relevant to course content and grade level and that balanced view points on a controversial issue are presented consistent with the administrative regulations in effect during 2002-03 that speak to the District's Academic Freedom Policy 6.20.010P. ~~(Moved to Article 9 Section I)~~

~~C. A reprisal shall not be taken against a unit member in response to that unit member's exercise of the right to file a grievance as provided in this Agreement. (Moved to Article 6.)~~

~~D. The personal life of a unit member is not an appropriate concern of the District, except where it relevantly affects the unit member's fitness for or performance of his/her professional duties. (Moved to Article 9.)~~

TENTATIVE AGREEMENT – 12/18/2013

ARTICLE 8 - A EVALUATION

- A. The performance of ~~unit members~~ **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 _____. Any revisions of the Handbook shall be mutually agreed upon.
- ~~B.~~ **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 written forms setting forth criteria to be used in evaluations, shall be distributed to the affected unit members professional educators whenever the Handbook is revised and to all professional educators who are being newly evaluated using the Handbook. Additional forms need not be given in subsequent years unless they have been modified or requested by a unit member. No member of the bargaining unit shall be the individual responsible for the evaluation of another member of the unit. (Original Section B moved here. The last sentence is moved to the next section.)**
- C. **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.**
- D. **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 unit member~~ **a professional educator** shall not be based specifically on the issue of comparisons of such student performances. *(Moved from original Section K.)*
- E. While varied sources of information are weighed and considered, **observations** of a **professional educator’s** ~~unit member’s~~ performance and written evaluations ~~will~~ **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.**
(Second to last line was moved from the original Section B.) (Leave bargaining unit member in the last sentence.)
- F. **Evaluation Cycle:**
- 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.**
 - Probationary **professional educators** ~~teachers~~ shall be **formally** evaluated at least two (2) times during the school year. Such **written formal** evaluations shall be completed by the last working day preceding the winter break and by March 1st.
 - 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.

During year two, 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 1st of the year it is due.

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.

- ~~4. Unit members in positions for which licensure is not required shall be evaluated, in writing at least once by April 1st, each school year during their first three (3) full years of employment. Thereafter, written evaluations shall be made by May 1st, every other year.~~
4. Upon request, a unit member **professional educator** shall be provided with a copy of **the original** notes made by the evaluator during an observation.

A copy of the written evaluation shall be submitted to the unit member **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 unit member **professional educator**.

5. A unit member **professional educator** having more than one supervisor shall not be subject to more than one evaluation cycle / **supervised phase**. (*Moved from original section L.*)

G. Evaluation Committee: (*Moved from Appendix I.*)

~~Portland Public Schools and the Portland Association of Teachers to form an evaluation committee to update the Handbook. The Committee was comprised of five (5) representatives appointed by each party. The committee made recommendations to the Superintendent by the end of the 2010-2011 school year. The Recommended changes to the Handbook were mutually agreed upon by the District and the Association.~~

The work group **Evaluation Committee** will continue to meet in the 2011-2012 school year to continue its work on the evaluation process **and Handbook**.

H. Observations and Conferences:

1. Formal Observations:

- a. Formal observations shall be preceded by a pre-observation conference and shall be followed with a post-observation conference.
- b. Following the observation, the evaluator shall give a copy of the original observation notes to the professional educator.
- c. 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.

2. Summative Evaluation:

- a. **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 1st of the Supervised Phase.**
 - b. **The educator shall sign a copy of the Final Summative Evaluation Report to signify receipt of, not agreement with, the Report.**
- I. A ~~unit member~~ **professional educator** or an administrator may request the presence of an observer at any formal evaluation meeting. ~~in accordance with Administrative Directive/Regulation 5.20.081(5).~~ *(Moved from original Section J.)*
 - J. In the event that the ~~unit member~~ **professional educator** feels that the evaluation was incomplete or unjust, s/he may put his/her objections in writing and have them attached to the evaluation **report** to be placed in his/her personnel file. Such written objections shall normally be made within thirty (30) days of receipt of the evaluation.

K. Program of Assistance for Improvement

1. The Program of Assistance **for Improvement** shall be in writing and include the following:
 - a. A description of the deficiency which is to be addressed by the Program of Assistance for Improvement; **and**
 - b. **A program for achieving the desired performance improvement. The program of assistance shall include:**
 - (1) The description of the improvement in performance that the ~~unit member~~ **educator** is expected to achieve;
 - c. ~~A program for achieving the desired performance improvement;~~
 - (2) A description of resources to be used and assistance to be provided by the District; and
 - (3) The program shall contain a reasonable timeline for completion and include a schedule for assessing progress towards achieving improvement in performance.
2. Upon request of the ~~unit member~~ **professional educator**, following successful completion of a Program of Assistance for Improvement, the ~~unit member~~ **educator** shall be given written verification. A copy of this ~~form~~ **notice** shall ~~replace the Program~~ **be placed** in the personnel file.
3. Waiver
 - a. 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** ~~bargaining unit member~~, such grievance shall be filed in a timely manner pursuant to the provisions of the grievance procedure set forth at Article 6 of this Agreement. 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.

- b. 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**.
- L. A grievance relating to an evaluation of a ~~unit member~~ **professional educator** may be filed to the extent that it alleges:
- ~~1. Bad faith, or that~~ An item is clearly untrue, or
 - A violation of the procedural requirements of this Article, or
 - A violation of the procedural requirements of (a) specific provision(s) of the **Handbook**. ~~"Portland School District Teacher Evaluation Process" document and any revisions to that document. Revisions recommended to the Superintendent shall be jointly developed by members of the District and the Association.~~
- M. Nothing in this Agreement shall be construed to limit the opportunity of the ~~teacher~~ **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.
- N. 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 in ~~E. O~~ above directly affected the outcome of the evaluation. If an arbitrator determines that a probationary **professional educator** ~~teacher~~ was not evaluated as described in ~~E. O~~ above and that the failure to follow the evaluation process directly led to the nonrenewal, discharge or dismissal, the arbitrator may reinstate the ~~teacher~~ **professional educator** but shall have no authority to grant any additional years of employment status, including contract ~~teacher~~ 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 ~~teacher~~ **professional educator**.

~~H. Complaint Procedure (Moved to new Article 8-B.)~~

- ~~1. If a complaint is made to a supervisor about the unit member and the supervisor believes it warrants further consideration, such complaint shall be handled as follows:~~
 - ~~a. After hearing the complaint, the supervisor will request that the complainant discuss the matter directly with the unit member. The supervisor shall not be involved in this discussion unless his/her presence is requested by either party.~~
- ~~2. If the complainant refuses to discuss the matter with the unit member or, if after discussing the matter with the unit member the complainant is still dissatisfied, the supervisor will cause the complaint to be reduced to writing.~~
- ~~3. If the supervisor decides to proceed further with the written complaint, it shall be processed within fourteen (14) days of receipt under the following circumstances:~~
 - ~~a. If the evaluating supervisor intends to make a record in the evaluation report of the unit member against whom the complaint was made;~~
 - ~~b. If the supervisor intends to place a record of such complaint in the unit member's personnel file or the building file;~~
 - ~~c. If in the supervisor's judgment such complaint is sufficiently relevant to the unit member's performance so as to indicate the desirability of a conference, the unit member may have a representative present at any such conference; and~~
- ~~d. If a unit member learns of a complaint and requests a conference.~~

- e. ~~The supervisor shall meet with the unit member and shall describe the nature of the complaint including specific examples of the time, place and type of action complained of, if known, at the conference. The unit member may have a representative present at such conference. The name of the complainant may be given as part of the discussion of such specifics. The unit member will have an opportunity to respond fully to the complaint). If, however, the complaint is used in any manner to support actual or recommended discipline, administrative transfer, nonrenewal or dismissal, such record shall be placed in the personnel file and the complainant's name shall be disclosed if the unit member so requests. "Complaint" means an allegation made against the unit member brought by a parent or other citizen, or a nonsupervisory third party~~

(Moved to a new Article 8-B

B. ~~Personnel File~~ *(Moved to new Article 8-C.)*

~~Each unit member 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. With the exception of items which are duplicates of those in the District file, evaluation materials as described in the District Evaluation Handbook, inservice records and other official records, materials in the supervisor's building file shall be removed when either the supervisor or the unit member is transferred. A representative of the Association may (1) at the unit member's request accompany the unit member in this review, or (2) be authorized by the unit member in writing to review the file. A unit member shall be provided a copy of any materials relating to the unit member's work performance if such materials are to be placed in the unit member's personnel file. A complaint shall not be placed in the unit member's personnel file unless accompanied by a written directive from the administrator. Each unit member's personnel file subject to such review shall contain the following minimum items of information:~~

- ~~All unit member evaluation reports~~
- ~~Transcript of academic records~~
- ~~Contract status recommendation~~

~~The unit member may respond to any item placed in the unit member's personnel file or the record described above of the unit member maintained by the supervisor and said response shall become a part of the file. A unit member may request and have granted that any materials in the District personnel file (excluding evaluations 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 unit member's personnel file. A unit member 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 unit member's building or personnel file. *(Moved to a new Article 8-C.)*~~

TENTATIVE AGREEMENT – 12/18/2013

ARTICLE 8-B COMPLAINT PROCEDURE

(Moved from Article 8, Original Section H.)

1. If a complaint is made to a supervisor about a **professional educator** ~~the unit member~~ and the supervisor believes it warrants further consideration, such complaint shall be handled as follows:
 - a. After hearing the complaint, the supervisor will request that the complainant discuss the matter directly with the **professional educator** ~~unit member~~. The supervisor shall not be involved in this discussion unless his/her presence is requested by either party.
 - b. If the complainant refuses to discuss the matter with the **professional educator** ~~unit member~~ or, if after discussing the matter with the **professional educator** ~~unit member~~ the complainant is still dissatisfied, the supervisor will cause the complaint to be reduced to writing.
2. If the supervisor decides to proceed further with the written complaint, ~~it shall be processed the~~ **professional educator shall be provided notice** within fourteen (14) days of receipt under the following circumstances:
 - a. If the evaluating supervisor intends to make a record in the evaluation report of the **professional educator** ~~unit member~~ against whom the complaint was made;
 - b. If the supervisor intends to place a record of such complaint in the **professional educator's** ~~unit member's~~ personnel file or the building file;
 - c. If in the supervisor's judgment such complaint is sufficiently relevant to the **professional educator's** ~~unit member's~~ performance so as to indicate the desirability of a conference, the **professional educator** ~~unit member~~ may have a representative present at any such conference; and
 - d. If a **professional educator** ~~unit member~~ learns of a complaint and requests a conference. The supervisor shall meet with the **professional educator** ~~unit member~~ and shall describe the nature of the complaint including specific examples of the time, place and type of action complained of, if known, at the conference.
3. The **professional educator** ~~unit member~~ may have a representative present at such conference. The name of the complainant may be given as part of the discussion of such specifics. The **professional educator** ~~unit member~~ **will shall** have an opportunity to respond fully to the complaint. If, however, the complaint is used in any manner to support actual or recommended discipline, administrative transfer, nonrenewal or dismissal, such record shall be placed in the personnel file and the complainant's name shall be disclosed if the **professional educator** ~~unit member~~ so requests.
4. "Complaint" means an allegation made against the **professional educator** ~~unit member~~ brought by a parent or other citizen, or a nonsupervisory third party.

TENTATIVE AGREEMENT – 12/18/2013

ARTICLE 8-C PERSONNEL FILE

(Moved from Article 8, Original Section I.)

- A. **There shall be only one official District personnel file which shall be maintained by the Human Resources Department.**
- B. ~~Each unit member 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. (Moved to Section C below.)~~ 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 shall be removed when ~~either the supervisor or the unit member~~ **professional educator** is transferred.
- C. ~~Each unit member~~ **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. *(Moved from original Section A.) (Order different in the District proposal.)* A representative of the Association may (1) at the ~~unit member's~~ **professional educator's** request accompany the ~~unit member~~ **professional educator** in this review, or (2) be authorized by the ~~unit member~~ **professional educator** in writing to review the file.
- D. A ~~unit member~~ **professional educator** shall be provided a copy of any materials relating to the ~~unit member's~~ **professional educator's** work performance if such materials are to be placed in the ~~unit member's~~ **professional educator's** personnel file. A complaint shall not be placed in the ~~unit member's~~ **professional educator's** personnel file unless accompanied by a written directive from the administrator. Each ~~unit member's~~ **professional educator's** personnel file subject to such review shall contain the following minimum items of information:
1. All ~~unit member~~ **professional educator** evaluation reports
 2. Transcript of academic records
 3. Contract status recommendation
- E. The ~~unit member~~ **professional educator** may respond to any item placed in the ~~unit member's~~ **professional educator's** personnel file or the record described above of the ~~unit member~~ **professional educator** maintained by the supervisor and said response shall become a part of the file. A ~~unit member~~ **professional educator** may request and have granted that any materials in the District personnel file (excluding evaluations 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 ~~unit member's~~ **professional educator's** personnel file. A ~~unit member~~ **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 ~~unit member's~~ **professional educator's** building or personnel file.

TENTATIVE AGREEMENT – 02/18/14

ARTICLE 9

UNIT MEMBER PROFESSIONAL EDUCATOR RIGHTS AND JUST CAUSE

- A. No ~~unit member~~ **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, ~~unit members~~ **professional educators** or members of the community. ~~Unit members~~ **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.

~~A polygraph examination shall not, except upon the unit member's professional educator's initiation, be used in any way that would affect any unit member's professional educator's condition of employment. The District shall comply with Chapter 318, Oregon Laws 1979 (SB 756).~~

- 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 paragraph~~ **G** below, or nonrenewal of ~~teachers~~ **professional educators**, or special salary placements under Appendix C. ~~Appendices B & C.~~ However, employees **professional educators** subjected to nonrenewal or dismissal shall be afforded the procedural rights of due process.

- D. If a ~~unit member~~ **professional educator** is removed ~~non-renewed~~ 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.

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.

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 G below.

- G. In the event of dismissal from employment, a ~~unit member~~ **professional educator** ~~having contract status~~ may elect to appeal the dismissal to binding arbitration in accordance with Article 6D of this Agreement or the Fair Dismissal Appeals Board, but not both. The ~~unit member~~ **professional educator** must so notify the Superintendent, in writing, within ten (10) calendar days after receipt of notice of the dismissal decision of the District's School Board.

- H. Whenever a ~~unit member~~ **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 ~~unit member~~ **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 ~~unit member~~ **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 re-assignment.

- I. A ~~unit member~~ **professional educator** has the right to administrative support at any meeting with a parent. ~~Unit members~~ **Professional educators** shall not be required to meet with a parent without a workday's advance notice. If during any meeting with a parent and administrator it appears to the ~~unit member~~ **professional educator** that complaints are being made that could result in the discipline of the ~~unit member~~ **professional educator**, that ~~unit member~~ **professional educator** has the right to ask for representation before continuing the meeting. A ~~unit member~~ **professional educator** has the right to ask the supervisor to take administrative charge of the meeting when such a meeting is dealing with the job performance of or a possible action against the ~~unit member~~ **professional educator**. Tape recorders ~~will~~ **shall** not be allowed without the consent of the ~~unit member~~ **professional educator**.
- J. The District may direct a ~~unit member~~ **professional educator** to be examined by the ~~unit member's~~ **professional educator's** physician if there exists substantive reasons which call into question a ~~unit member's~~ **professional educator's** ability to perform assigned duties. The ~~unit member~~ **professional educator** shall be counseled as to the concern that has prompted the referral. The ~~unit member~~ **professional educator** shall provide the District a statement from his/her personal physician that confirms that the District's concern is being addressed and that the ~~unit member~~ **professional educator** is able to perform assigned duties or is unable to continue at the present time. The ~~unit member~~ **professional educator** will not be required to release her/his private medical records.

If the ~~unit member~~ **professional educator** does not have a physician, or a substantive reason exists, the District may direct the ~~unit member~~ **professional educator** to be examined by the District's physician. **The District shall provide the professional educator with the reasons prior to being examined by the District's physician.** The District shall pay for any such examinations and also provide the necessary release time. The District shall request that the physician only disclose medical information specific to the reason that prompted the referral.

- K. A ~~unit member~~ **professional educator** ~~will~~ **shall** not be required by the District to involuntarily submit to testing of bodily fluids unless there is a substantive reason to believe the health and safety of others is at risk.
- L. Any suspension of a ~~unit member~~ **professional educator** pending charges shall be with pay. **The District shall describe in writing the reason the professional educator is suspended or placed on administrative leave. If a professional educator is suspended or placed on administrative leave pending an investigation, such investigation shall be conducted promptly in order to limit the time that the professional educator is involuntarily away from work. If the suspension/administrative leave pending investigation lasts longer than ten (10) work days, the District shall notify the professional educator in writing of the reasons.**

(District moved Academic Freedom here from Article 7, and returned it here. PAT moved it to 12B.)

J. ~~Student Grades~~

- ~~— Student grades issued by a teacher in accordance with District policies shall not be changed by a supervisor unless a substantive reason clearly exists. This Section shall not be interpreted to cause a unit member(s) to assign grades in any manner which deviates from general district-wide practices. If an administrator changes a student grade such administrator will notify the teacher in writing of such change, and the reason(s) for such change. (Moved to Article 12B.)~~

~~L. Safety (Moved to Article 12A.)~~

- ~~1. A unit member shall have the right to refuse to expose himself/herself to immediate danger created by an unsafe working condition when such danger threatens substantial bodily injury or would be a significant health hazard to the unit member. The unit member shall give notice of the condition to his/her supervisor and shall be subject to assignment to another location or duty while the condition is being investigated and/or corrected. The District recognizes the responsibility to make every reasonable effort to enhance the security of buildings and grounds as may be required through the use of necessary lighting and other safety precautions. The District will comply with all state and federal OSHA requirements to post notice when non-routine cleaners, paints, sealants, and other chemicals are to be used at the worksite and shall take all reasonable steps, in good faith, to post such notices even where not required by state or federal OSHA.~~
- ~~2. The District shall furnish employment and places of employment which are safe and healthful for unit members, and shall furnish and use such devices and safeguards, and shall adopt and use such practices, means, methods, operations and processes as are reasonably necessary to render such employment and places of employment safe and healthful and shall do every other thing reasonably necessary to protect the life, safety and health of such unit members.~~

M. Exceptional Medical/Health Care Needs

~~Teachers~~ **Professional Educators** routinely have assigned to their regular classrooms/classes **students with special needs.** ~~special needs students.~~ Some of these students have exceptional medical/health care needs that are of a nature requiring the use of technical procedures, medical hardware, or supplies in personal health maintenance cycles. ~~Such teachers will~~ **Professional educators shall** not be required to have back-up training or responsibilities for the medical procedure. (This does not eliminate the option of ~~teachers~~ **professional educators** assisting in emergencies or in volunteering to participate in training and practices for which they feel some comfort.)

~~L. Duties assigned during the workday to unit members shall not infringe upon their duty free lunch period and/or planning and preparation time. Good faith consideration of fairness and balance will be made in assigning such duties to unit members. (Moved to Article 20.)~~

~~J. The District shall assure the continuation of a tobacco abatement program, through the Health and Welfare Trust, for unit members and their families. (Moved to Article 14.)~~

N. Lost Keys

~~Unit members~~ **Professional educators** shall not be required to reimburse the District for lost keys. ~~Unit members~~ **Professional educators** will not be responsible for re-keying District facilities. ~~Unit members~~ **Professional educators** shall be responsible for safeguarding keys in accordance with District regulations. (Moved from Article 12.)

O. The personal life of a ~~unit member~~ **professional educator** is not an appropriate concern of the District, except where it relevantly affects the ~~unit member's~~ **professional educator's** fitness for or performance of his/her professional duties. (Moved from Article 7.)

P. Standardized Testing

Student performance on standardized tests is not designed or intended to and shall not serve as the basis for involuntary transfer, layoff, recall, placement on the salary schedule, and/or disciplinary action.

Q. Respectful Working Environment

Purposeful, intentional conduct by an individual or group of individuals against another, if a reasonable person would consider the behavior to be threatening, intimidating or offensive, is inconsistent with a respectful work environment. Examples include verbal abuse or other behavior that demeans, threatens, humiliates or intimidates others in the workplace. No professional educator shall be retaliated against for reporting, grieving or protesting such behavior. Likewise, no professional educator shall retaliate against a co-worker, or other District staff for reporting, grieving and/or protesting such behavior on the part of a professional educator.

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

TENTATIVE AGREEMENT – 021814

ARTICLE 10
UNIT MEMBER TRANSFERS

A. Assignment Notices

1. **“Assignment” is defined as the bargaining unit position in which a professional educator is placed.**
2. **“Transfer” is defined as a change from one assignment to another.**
3. **For purposes of determining competence under this Agreement, “subject” shall be defined in accordance with Appendix X. Competence is defined in Article 11, Section B2.**
4. **A professional educator shall not be assigned to a position outside of his/her licensure and competence except by mutual agreement between the professional educator, and the District.**
5. Prior to the end of the school year, principals and other supervisors shall give written notice to ~~unit members~~ **professional educators** of their specific assignments for the subsequent school year. ~~Affected employees~~ **unit members Professional educators** shall be **promptly** notified in writing of any assignment changes that occur during the summer recess period.

B. Notice of Resignation/Vacancies

1. If a ~~unit member~~ **professional educator** gives written notice of resignation (**excluding resignation in lieu of termination, non-renewal or non-extension**) or retirement no later than February 15th, the ~~unit member~~ **professional educator** will receive \$1250. If a ~~unit member~~ **professional educator** gives such written notice no later than March 15th, ~~unit member~~ **professional educator shall** will receive \$700. If a ~~unit member~~ gives such written notice no later than April 15th, the ~~unit member~~ will receive \$500. Such payment **shall will** be received in the ~~unit member's~~ **professional educator's** final paycheck. (*Moved from C6 below.*) (*Copied to Article 22.*)
2. When written notice is received by a supervisor that a ~~unit member~~ **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. (*Moved from C5 below.*) (*Between B6 and B7 in PPS supposal.*)

C. Posting Procedures

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 ~~at~~ **by** the Human Resources Department ~~and at each worksite.~~
2. Such vacancies shall be posted for a **minimum of five (5) workdays.** ~~five-day period.~~ Posting is not required for vacancies to be occupied by unassigned ~~unit members~~ **professional educators**, or to be occupied by other administrative transfers. ~~The District will begin Round I no later than May 1 of each school year. If the District determines that Round I must be delayed, the Contract Administration Committee will convene no later than April 15 to discuss a revised schedule.~~ (*Moved to E 4 below.*) Positions previously posted

for which there were no qualified internal applicants need not be posted again. (*Moved from below and reinstated language.*)

3. Postings ~~will~~ **shall** contain a description of the expected assignment (~~i.e., 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.
4. ~~Unit members~~ **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.
- ~~4. Vacancies which first become known between the last workday of the previous standard school year and October 14 need not be posted at each worksite if the vacancy is to be filled during that period. They will be posted in Human Resources unless they occur within fifteen (15) work days prior to the first workday of the new school year, however,~~
5. The five-day posting requirement shall be waived after July 1st. After 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 ~~Section C.3~~ of this Article. Such positions shall be posted for a minimum of three (3) workdays. ~~—one (1) workday.~~
6. 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 ~~someone~~ **a professional educator** returning from a leave of absence as per ~~Article 18.D.1~~ **18 E.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.**
(*Moved from old D 12 below.*)

D. Filling of Vacancies

1. The following shall apply to the filling of vacancies which occur near the beginning of the school year:
 - a. Current ~~unit members~~ **professional educators** or newly hired ~~unit members~~ **professional educators** ~~will~~ **shall** be used to fill permanent positions that are vacant or new (except positions of ~~unit members~~ **professional educators** who are on leave) on or before the first workday.
 - b. Substitute teachers may be hired to fill all vacancies that occur after the first day of the school year prior to October 15.
 - c. After October 15, all such positions that are to continue for the remainder of the school year ~~will~~ **shall** be filled by:
 - (1) transferring a current ~~unit members~~ **professional educators**, or
 - (2) hiring the incumbent substitute as a temporary ~~unit member~~ **professional educator** retroactive to his/her first day in the assignment, or
 - (3) hiring a new temporary ~~unit member~~ **professional educator**.
2. Vacancies due to long-term absences of the incumbent ~~unit member~~ **professional educator** shall be filled as follows:
 - a. Those of sixty (60) days or less will be filled by substitute teachers.
 - b. Those of more than sixty (60) days will be filled as follows:

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

~~When filling positions from voluntary transfers and outside applicants, any of the following criteria may be used:- (Moved to F below.)~~

3. *(Bargaining unit member used in this section to distinguish between current members and new employees.)*
 - ~~a. That the applicants are properly licensed for the assignment, or~~
 - ~~b. That the selection would be consistent with District affirmative action or racial balance objectives, or~~
 - ~~c. That the individual selected has significantly greater experience, training or preparation for a specific assignment, or~~
 - ~~d. That the individual selected has greater experience and ability to perform the highest level of a high school extra duty assignment found in all District high schools.~~

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

E. ~~Unit Member~~ **Professional Educator** Initiated Transfer

1. ~~Unit Member~~ **Professional Educator** initiated transfers are those in which a ~~unit member~~ **professional educator** requests a transfer from one ~~assignment building~~ to another.
2. A ~~unit member~~ **professional educator** may initiate a transfer by making application for a posted vacancy. A ~~unit member~~ **professional educator** who files a transfer request for a posted position shall be subject to assignment in the position unless the ~~unit member~~ **professional educator** notifies the supervisor by the end of the second day following the interview that the ~~unit member~~ **professional educator** is no longer interested in the assignment. *(Moved from number D14 below.)*
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.**

~~A teacher of a self-contained special education classroom with three (3) consecutive years in the assignment who voluntarily transfers shall have the option to return to the assignment after one (1) school year providing the assignment continues. The teacher must specify his/her intent to return prior to the transfer. The replacements of those teachers wishing to return shall be in a temporary assignment.~~

4. **Voluntary Unassignment with Rights**

A ~~unit member~~ **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 ~~unit members~~ **professional educators** who are unassigned pursuant to ~~10.E.2~~ **10.F.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.

5. A ~~unit member~~ **professional educator** making a timely transfer request shall be promptly notified when s/he is no longer under consideration. ~~Unit members~~ **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.
6. A part-time assignment which is identified as full-time for the subsequent school year may be filled by the incumbent ~~unit member~~ **professional educator** after ~~Round 4~~ **the internal transfer round process** if mutually agreed by the ~~unit member~~ **professional educator** and the District, without posting as long as unassigned ~~unit members~~ **professional educators** who are properly licensed for such assignment have positions.
7. ~~Unit members~~ **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.** ~~However, If a transfer is approved, the Program of Assistance for Improvement will shall continue in force, and the unit member 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.~~
8. ~~Temporary unit members will be hired only to:~~
 - a. ~~Replace a unit member on a leave of absence;~~
 - b. ~~Fill a vacancy which occurs after the opening of school; or~~
 - c. ~~Fill a position which has been designated as temporary or experimental. Such position designation shall not extend beyond two (2) school years. (Moved to Article 1.)~~
9. Two ~~unit members~~ **professional educators** may trade assignments by transferring when approved by the responsible administrators and the Human Resources Department.

F. Administration Initiated Transfers

1. When the administration is of the opinion that a ~~unit member~~ **professional educator** should be transferred the situation shall be discussed with the ~~unit member~~ **professional educator**. All reasonably practicable efforts will be made to effect a suitable re-assignment fairly and objectively, including consideration of the ~~unit member's~~ **professional educator's** preference. A ~~unit member~~ **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 F2, an administrative transfer shall not result in a professional educator being "unassigned"**.
 - a. A ~~teacher~~ **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 ~~one (1) planning days~~ **two (2) planning days** to prepare for the new assignment. *(Partially moved from A3 above.)*
 - b. A ~~teacher~~ **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.

- c. A ~~teacher~~ **professional educator** who is assigned to a different grade level **subject area** at the middle or high school **level** or to a different room within a building after the work year has begun, shall be ~~granted~~ **provided** up to one (1) ~~planning day~~ **two (2) planning days** to prepare for the new assignment. *(E1c)*
 - d. **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.**
 - e. **Such additional planning days shall be provided each time a professional educator is administratively transferred or relocated as described above.**
 - f. ~~Unit members~~ **Professional educators** other than teachers ~~will~~ **shall** discuss with their supervisor the revision of their schedule of activities to provide equivalent amounts of preparation time to that specified above. ~~Unit members~~ **Professional educators** on special assignment are considered as administrative transfers and not subject to other provisions of this Section.
 - g. **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.**
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**. ~~staff members~~. Such volunteers ~~will~~ **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 an ~~Evaluation~~ **a Program of Assistance for Improvement**. In the absence of volunteers, the ~~unit member~~ **professional educator** having the least seniority in the District shall generally be transferred. ~~It is understood for purposes of this provision 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. (Moved to Section F2 below.)~~ 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 ~~unit member~~ **professional educator** in (a), (b), (c), (d), and (e) refers to within a given job classification, such as Teacher, Social Worker, School Psychologist, Student Services Specialist, Child Development Specialist, and Audiologist: *[Deleted in PPS E2]*
- a. ~~That a~~ **The unit member(s) professional educator(s)** being retained has/have **unique** licensure for a specific existing assignment being considered; or
 - b. ~~That for~~ Gender balance: Transfer of a ~~unit member~~ **professional educator** would decrease the building's percentage of under-represented male or female ~~unit member~~ **professional educator** to less than thirty percent (30%) (or primary/intermediate/upper grades percentage in an elementary building).
 - e. ~~or that for~~ Racial balance: If transfer of a ~~unit member~~ **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 ~~unit members~~ **professional educators** in the District.

d. **That professional educator being retained has bilingual (or multilingual) ability relevant to the assignment.** *(Parameters jointly established by the parties to be put in an MOU.)*

~~d. That If a **The** unit member(s) **professional educator(s)** being retained has/have significantly greater experience (understood to be three (3) years or more) and training related to an assignment or classification. Assignments mean more than one-half of the grade levels DK-K, K-3, 3-5, 6-8, SLC A/Life Skills, SLC B, ERC or subjects in a teaching assignment, assuming the teacher **professional educator** being retained had some experience teaching all subjects in the assignment.~~

e. That a **The** unit member(s) **professional educator(s)** being retained has an extended responsibility assignment as defined in Appendix C 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. *[This is the first sentence in PPS of E2f]*

(See PPS 2f)

f. **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 C. ~~which is, or is one of five (5) other (with no more than three (3) in athletics) extra duty positions designated by the building principal.~~ Such designation shall be done at each high school prior to the time of the initial posting for the ~~subject~~ **next** school year. A subsequent designation may be made in the event ~~an employee~~ **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:**

- **Athletic Director**
- **Head Coaches**
- **Activities Director**
- **College and Financial Aid Coordinator**
- **Varsity Cheer**
- **Testing**
- **TAG**

2. It is understood for purposes of ~~this provision~~ **Article 10, Section F** 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. *(Moved from F1 above.) (School psychologist assignment and transfer procedures shall be jointly developed by the parties and incorporated into an MOU.)*

3. The District ~~will~~ **shall** begin Round I **post vacancies for the internal transfer round process** no later than May 1 of each school year. *(B2 in PPS proposal.)* ~~If the District determines that Round I must be delayed, the Contract Administration Committee will convene no later than April 15 to discuss a revised schedule. (Moved from C2 above.)~~ Any contract or third-year probationary teacher **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 C6) may not apply for positions in the internal transfer process. Any ~~Child Development Specialist, Student Services Specialist, Social Worker, or Audiologist~~ in at least their third year of employment may also apply for a posted position providing they meet the qualifications for the position. However, a ~~Child Development Specialist, School Psychologist, Social Worker, Student Services Specialist, or Audiologist~~ applying for a posted position must have previously been employed by the District as a third year probationary or contract teacher **professional educator**. *(Moved from E4 above.) (D6 in district proposal, and not deleted.)*

4. **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.** When filling positions from voluntary transfers and outside applicants, any of the following criteria may be used: *(Moved from D3 above.) (C5 in PPS mediation proposal.)*
5. Following the initial posting of vacancies for the subsequent school year **internal transfer process** Round I), any unit members **professional educator** may apply for any posted vacancy **except a professional educator who has accepted a voluntary transfer under the provisions of 10.E.2 – 10.E.3.** *(E4 in PPS proposal.)* After Round 1 **Following the internal transfer process** a vacancy may also be posted externally unless there is an unassigned unit member **professional educator** who is properly licensed **and competent** for such position. *(Second D6 in District proposal.)*
6. If a unit member **professional educator** has been administratively transferred under the provisions of ~~10.E.2,~~ 10.F.2 and a position for which the unit member **professional educator** is qualified at his or her original school or program becomes available, the unit member **professional educator** may be returned to that school under the provisions of ~~10.E.1,~~ 10.F.2 If such a position occurs while the unit member **professional educator** is unassigned, the unit member **professional educator** shall be returned to that school or program. *(At the end of E2 list in PPS supposal.)*
7. ~~After the initial posting (Round I) unit members professional educators including unassigned unit members professional educators and members returning from a leave of absence may apply for any posted positions. A position may be posted externally unless there is an unassigned unit member professional educator who is properly licensed for such position. (This repeats information in F5.)~~
7. In the event of a merger of classes or programs from two (2) or more schools, the follow-the-student concept shall prevail. 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 thirty-three percent (33%) if three (3) schools are involved. In this case, unit members **professional educators** from merged schools or programs will be compared equally using the criteria described in F.1 above in filling all the positions in the school. *(E3 in PPS supposal.)*
8. When classes or programs from two (2) or more schools are combined in one school, unit members **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 F.1 shall apply. *(After E3 in PPS supposal.)*
9. On occasion, the District may consider the transfer of a unit member **professional educator** for reasons other than those set forth in paragraph ~~10.E.2.~~ 10.F.1 above. *(PPS E5)*
The following procedures shall apply when the reason for transfer is due to unresolvable

irresolvable differences between the ~~unit member~~ **professional educator** and the supervisor:

- a. The supervisor shall hold a conference with the ~~unit member~~ **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 ~~unit member~~ **professional educator** ~~will~~ **may** respond by making suggestions for addressing the concerns if the ~~unit member~~ **professional educator** opposes a transfer. If a ~~unit member~~ **professional educator** objects to the transfer, the ~~unit member~~ **professional educator** and the supervisor will discuss options to resolve the issue including possible alternative placements.
- b. The ~~Director of Student Achievement~~ **Chief Human Resources Officer** ~~will~~ **shall** get involved if it appears the transfer may not be agreed to or if there is need for his/her help in finding a placement. At a minimum, if the issue is not resolved between the supervisor and the ~~unit member~~ **professional educator**, the ~~unit member~~ **professional educator** is entitled to a meeting with the Chief Human Resources Officer.
- c. If after these discussions the District continues to feel that an involuntary transfer is necessary, and the ~~unit member~~ **professional educator** continues to refuse, a neutral third party professional, ~~such as Cascade Centers, Inc., or other 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 ~~will~~ **shall** not be placed in the personnel file of the ~~unit member~~ **professional educator**, ~~will~~ **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 ~~unit member~~ **professional educator** can make correction. With cooperation of the ~~unit member~~ **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.
- d. By agreeing to participate in this counseling process, the unit member also agrees not to contest the decision through the use of the grievance process.
- e. In other types of involuntary administrative transfers under paragraph **10.E.1**, a unit member can appeal an ~~unconsented to~~ administrative transfer to review by the ~~Director of Student Achievement~~. The unit member will also be given opportunity to present his/her position to the ~~Director of~~ **Chief Human Resources Officer** who would have to approve the ~~unconsented to~~ transfer before it can occur.

(Moved from Section 1 above.)

10. No ~~unit member~~ **professional educator** ~~will~~ **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 ~~unresolvable~~ **irresolvable** conflict between a ~~unit member~~ **professional educator** and supervisor. The involuntary transfer could not occur for ~~performance deficiencies that would be dealt with in an~~

~~evaluation or Program of Assistance for Improvement or for any other reason that would violate any provision(s) of this Agreement contract.~~

G. ~~Except for meetings with a mutual third party professional,~~ **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.

H. If a decision to transfer a ~~unit member~~ **professional educator** is reversed by an arbitrator, the ~~unit member~~ **professional educator** shall be reinstated to the building no later than the beginning of the next semester after the arbitration decision.

I. Job Sharing/Part-Time Work

Two (2) ~~unit members~~ **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 ~~unit members~~ **professional educators** resigns. If one ~~unit member~~ **professional educator** in a job-sharing assignment resigns from the District or transfers, the remaining ~~unit member~~ **professional educator** shall have the right to be considered for assignment to the position on a full-time basis.

K. ~~A contract unit member professional educator teacher, Social Worker, Child Development Specialist, Student Services Specialist, or Audiologist shall not remain unassigned longer than one (1) semester. He or she shall have the right to replace the least senior assigned unit member professional educator in the same classification provided the senior unit member's professional educator's licensure, training and experience are comparable to those of the least senior unit member professional educator. (Moved to Article 11.)~~

TENTATIVE AGREEMENT – 02/18/14

ARTICLE 11 REDUCTION IN STAFF/LAYOFF

A. Notification of Reduction in Force/Layoff

1. In the event a layoff of ~~unit members~~ **professional educators** is required during the course of the school year, the District ~~will~~ **shall** notify the Association **and the affected professional educators** sixty (60) calendar days prior to the effective layoff date. If the layoff is to become effective the subsequent year, the District ~~will~~ **shall** notify the Association as soon as the layoff decision is made.
2. Along with the notification, the District ~~will~~ **shall** provide the Association with **all relevant data, including but not limited to** a seniority listing of ~~unit members~~ **professional educators** in the areas of licensure or classification in which the layoff is required. **The District shall schedule at least one (1) meeting annually with the Association to review the staffing process.**
3. **The District shall first determine the program(s) or area(s) scheduled for reduction or elimination.**
 - a. The District ~~will~~ **shall** provide an announcement to ~~unit members~~ **professional educators** in those areas in which the layoff must occur, offering the opportunity for ~~unit members~~ **professional educators** who would not otherwise be laid off, to voluntarily apply for one (1) year unpaid leaves of absence. A ~~unit member~~ **professional educator** who volunteers for such leave and has ten (10) years of service with the District shall continue to receive District paid medical/dental benefits for up to one (1) year. Upon written request, such leave may be extended for an additional year providing the layoff condition remains in effect. Such ~~unit members~~ **professional educators** shall have the same rights to return to the District as ~~unit members~~ **professional educators** returning from leaves of absence.
 - b. **The provisions of ORS 342.934(2) (a) and (b) relating to transferring professional educators and combining positions to avoid layoff shall apply.**

4. Technology

If during the term of this Agreement ~~unit member~~ **bargaining unit** positions are to be eliminated due to technology, the District will first notify the Association of such possibility and allow opportunity for discussions of other options which may be available, including retraining. *(Moved here from original Section I.)*

B. Lay-off

1. ~~Members~~ **Professional educators** ~~will~~ **shall** be laid off according to length of continuous service with the District provided that those ~~members~~ **professional educators** who are retained **are both competent or will qualify as competent, and** hold necessary licensure from TSPC or necessary certification or licensure under other professional disciplines. Length of service (seniority) shall be based on the first day of actual service with the School District. Leaves shall not be considered as interruptions of continuous service. If two or more ~~members~~ **professional educators** have the same first date of actual service, seniority shall be determined by predetermined lot (done prior to the effective notice of layoff). ~~Unit members~~

Professional educators of less than half-time shall not be used to supplant ~~unit members~~ **professional educators** who are half-time or more.

- K. ~~A contract unit member~~ **professional educator** teacher, Social Worker, Child Development Specialist, Student Services Specialist, or Audiologist shall not remain unassigned longer than one (1) semester. He or she shall have the right to replace the least senior assigned unit member **professional educator** in the same classification provided the senior unit member's **professional educator's** licensure, training and experience are comparable to those of the least senior unit member **professional educator**. *(Moved from Article 10.)*

The District may elect to retain a less senior member based upon a determination that the less senior member has **significantly** greater competence ~~than the more senior unit member~~.

2. Competence shall be defined as the ability to teach an "area of endorsement" **a subject** or grade level based on recent teaching experience related to that "area of endorsement" **subject, as further defined by Appendix X**, or grade level within the last five years, **or educational obtainments, or both**, but not based solely on being licensed to teach. **The District shall consider a professional educator's willingness to undergo additional training or pursue additional education in deciding upon questions of competence.** Grade level shall mean the grade levels PK-8, or 6-12. For the purpose of **the articles on layoff and transfer** ~~this Article~~, Behavior Management Specialists, Student Services Specialists, Child Development Specialists, Social Workers, School Psychologists, Audiologists, Special Education, English as a Second Language, and Bilingual Programs ~~will~~ **shall** be considered as "areas of endorsement **subjects**." For the purpose of **the articles on layoff on transfer** ~~this Article~~, a Bilingual Program is defined as a program where 50% or more of student instruction is in a language other than English.
3. ~~Members~~ **Professional educators** who do not have recent experience in the **subject areas of endorsement** or grade level where they seek to be retained may nevertheless qualify as competent if they have completed recent (within the most recent five years) training that is agreed upon by both the district and the ~~unit member~~ **professional educator** as adequate preparation for the assignment or are willing to complete training applicable to that **subject area of endorsement** or grade level.
4. If the ~~member~~ **professional educator** asserts a right to be retained in a position(s) where he/she has not had recent training or experience as defined above, the District and ~~member~~ **professional educator** shall review the ~~member's~~ **professional educator's** training and experience to that date and determine the course of training to be completed. The District ~~will~~ **shall** reimburse the ~~member~~ **professional educator** for tuition according to Article 15(B)(4) for any credit hours required by the District in this retraining plan. ~~members~~ **Professional educators** may use their 12 hours of tuition reimbursement for a two-year period without limit in any one year for coursework required by the retraining plan. ~~Such training will not exceed twelve (12) credit hours or District in-service credits within two (2) years from the date of notice.~~ If the District and ~~unit member~~ **professional educator** mutually agree, mentoring or other educational opportunities may be substituted for all or part of the college or District in-service credit required. ~~Consultation with officials from appropriate university and college training programs and the TSPC may be sought to resolve any disagreements.~~ The District ~~will~~ **shall** provide final notification of the training or additional education requirements to be required and the timeline required, and the ~~member~~ **professional educator** ~~will~~ **shall** either accept the training as a condition of accepting the position or ~~will~~ **shall** decline and thus be laid off.
5. Following the implementation of a layoff, the District may administratively transfer ~~unit members~~ **professional educators** in accordance with Article 10 who remain as necessary to meet staffing needs.

6. If a professional member is to be/is fully or partially laid off and a portion of an assignment becomes available for which the professional educator is licensed and competent, the District shall assign the FTE to the professional educator or offer to recall the professional educator to that portion of the assignment. Professional educators who are partially laid off (have reduced FTE) shall have recall right to the portion of their position that was reduced. However, the District may reduce and/or increase FTE between .5 and .66, .67 and .74, and/or .75 and .99 without this resulting in a layoff.
7. No member bargaining unit position in the District shall be considered "vacant" for purposes of ORS 342.845(5) if filling the position with a non-extended administrator would cause another unit member professional educator to be laid off, or if there is a unit member professional educator on the recall list who would otherwise be entitled to be recalled to that position. *(Moved from Original Section G.)*

C. Layoff Benefits

1. The District will ~~shall continue providing~~ **provide** medical benefits to ~~unit members~~ professional educators who are laid off for a period of three (3) months following the month in which their coverage would otherwise end. The laid off ~~unit member~~ **professional educator** may then continue medical benefits at their own expense in accordance with the provisions established by the Health and Welfare Trust.
2. **Professional educators covered by this Article shall be given consideration for work as a substitute; such will not affect the professional educators' recall rights.**

D. Recall

1. ~~Such Unit members~~ **Professional educators who are laid off** shall have the responsibility when asked originally to notify the District of their interest in and willingness to be recalled. They must reaffirm such interest by notification to the District's Human Resources Department, in writing, if asked, on or before April 1 of every year for three (3) years following their **effective** date of ~~termination~~ **layoff**. *(Changed order in original paragraph. Moved this section before the next paragraph.) (D3 in PPS proposal.)*
2. ~~Members~~ **Professional educators** who are laid off shall be recalled to positions they are licensed and have competence or will qualify as competent (as defined in Section B and C above) to fill when a vacancy occurs, in the order of most senior first. *(Moved from 6 below.) (D1 in PPS proposal.)*
3. A ~~member~~ **professional educator** who has been laid off may refuse one (1) job offer without loss of recall rights. *(D2 in PPS proposal.)*
4. **Professional educators who are recalled for an FTE amount less than their FTE amount at the time of layoff may decline the position and remain on the recall list until another position becomes available that is comparable in FTE to the position at the time of layoff. A member on lay-off who accepts a lower FTE job offer, shall remain on the recall list for their original FTE position.**
5. The District's obligation to recall a ~~unit member~~ **professional educator** shall terminate following three (3) years of layoff status or upon two (2) refusals by a ~~unit member~~ **professional educator** to accept a position offered by the District or if the ~~unit member~~ **professional educator** resigns.

6. If a ~~unit member~~ **professional educator** is recalled, the ~~unit member~~ **professional educator** must indicate his or her acceptance within five (5) days following receipt of the notice of recall. The ~~unit member~~ **professional educator** ~~and~~ must report for work within thirty (30) days **within** up to sixty (60) days if the employer does not release such ~~employee~~ **professional educator** or sixty (60) days if employed by another District), following receipt of such notice or be considered to have refused the position. ~~and~~, In doing so, shall relinquish any and all rights under this Agreement and shall be deemed as having resigned their employment with the District.

7. A ~~unit member~~ **professional educator** who is recalled and returns to work shall return with the same probationary or contract status, placement on the salary schedule and all other seniority-related and accrued benefits held prior to being laid off. ~~Probationary periods will be the same for all new hires.~~

TENTATIVE AGREEMENT – 12/17/2013

ARTICLE 12 A UNIT MEMBER AUTHORITY AND PROTECTION STUDENT DISCIPLINE / SAFETY

A. Sources of Materials Professional Educator Authority And Protection

The following sources for determining ~~unit member~~ **professional educator** authority and protection shall be provided for an Association representative in each building:

1. Oregon Statutes on Discipline, Attendance and Exclusion of Students, Chapter 339 Oregon Revised Statutes.
2. Current Disciplinary Procedures in the Portland Public Schools.
3. All administrative directives which are for the general knowledge of ~~unit members~~ **professional educators including building handbooks/rules**;
4. ~~In addition, the volumes entitled "Policies and Regulations" shall be maintained at each building.~~

It is recognized that there may be normal delays between the time of adoptions and delivery of such materials to the building.

5. ~~The District shall supply and maintain materials in current adoptions. All unit members shall have access to a copy machine and an adequate amount of paper to meet the required needs of instruction. (Moved to Article 20. District has same language in 12A.)~~

B. ~~Lost Keys~~

~~Unit members shall not be required to reimburse the District for lost keys. Unit members will not be responsible for re-keying District facilities. Unit members shall be responsible for safeguarding keys in accordance with District regulations. (Moved to Article 9.)~~

1. ~~Commencing in the 2000-2001 school year e Each member of the bargaining unit will receive seventy five dollars (\$75) (per school year to purchase materials. This stipend is in addition to those materials and supplies that are normally budgeted by the District. (Moved to Article 20.)~~

C. ~~Personal Injury Benefits and Property Loss~~ (Moved to later in Article.)

1. ~~Any case of assault upon a unit member while acting within the scope of his/her duties shall be promptly reported in writing to the immediate supervisor who shall forward a copy to the appropriate Central Office Administrator for investigation and resolution.~~
2. ~~The District shall reimburse unit members for loss of or damage to personal property excluding the unit member's automobile under the following circumstances:~~
 - a. ~~When the loss is a result of any assault on the unit member's person suffered during the course of employment.~~
 - b. ~~Property stolen or damaged by the use of forcible entry on a locked container. Every school shall provide a secure and lockable location for unit members to use for such storage. (Moved from below.)~~
 - c. ~~Loss of the unit member's work related equipment when the use of that equipment has been approved in writing by the principal/supervisor providing that the equipment was stored in a locked container when otherwise not in use.~~

~~Every school shall provide a secure and lockable location for unit members to use for such storage.~~

- ~~3. Reimbursement shall be at replacement cost (not exceeding actual cost) less any insurance or worker's compensation reimbursement. Reimbursement shall not be made for losses of less than Five dollars (\$5.00) or that portion in excess of Four hundred dollars (\$400) and shall not be made when carelessness or negligence on the part of the unit member was evident.~~
- ~~4. Unit members shall cooperate and support the District in its investigation and resolution of any reported loss. The District will provide assistance in attempting to investigate and/or reclaim other stolen or damaged personal property including automobiles. (Moved to later in this article.)~~

B. Student Discipline

1. The principal, supervisor or professional staff designee with input from the staff shall include the following minimum procedures in developing a written student discipline plan. Such procedures ~~will~~ **shall** exist in each building or program. The process must be in conformance with District policies and regulations.
 - a. Use by the ~~unit member~~ **professional educator** of individual independent in-class expectations, rules, and plans for student management, in conformance with the building's discipline plan.
 - b. That a ~~unit member~~ **professional educator** may remove a student from class who is disrupting the educational program in a manner requiring immediate action by the ~~unit member~~ **professional educator**, or who has exhibited a pattern of disruptive behavior, and send the student to a location designated by the principal.
 - c. That the principal, supervisor or his/her designee shall, at the ~~unit member's~~ **professional educator's** request, confer with the ~~unit member~~ **professional educator** without disrupting the ~~unit member's~~ **professional educator's** classes. Such conference generally shall take place prior to returning the student to class unless the principal, supervisor or his/her professional designee is not available, in which case the conference shall take place when the principal, supervisor or professional designee becomes available.
 - d. That a procedure ~~will~~ **shall** exist for handling students removed from class when the principal, supervisor or professional designee is out of the building and, therefore, not available for a conference required by the ~~unit member~~ **professional educator**. Such procedure shall provide that only professional personnel shall have a decision making role in the handling of such students.
 - e. That if unacceptable student behavior continues, at either's request, the principal, or supervisor, and the ~~unit member~~ **professional educator** ~~will~~ **shall** develop and implement a mutually acceptable behavior correction plan involving, as appropriate, the principal, supervisor, ~~unit member~~ **professional educator**, student and parent(s) and other resource staff. The plan could include, but would not be limited to, behavior contracts, special education referral, involvement of appropriate community agencies, use of time-out rooms or other activities. The plan shall include the specific areas of concern to be addressed, a timeline for completion, and the responsibilities of the student, ~~unit member~~ **professional educator**, administrator and others.
 - f. If the plan does not result in a change in the disruptive behavior, the administrator in conference with the ~~unit member~~ **professional educator** will take additional steps as may be appropriate which are consistent with and guided by the Students' Rights and Responsibilities Handbook.

- g. An allegation that a student has committed assault or battery upon a ~~unit member~~ **professional educator** shall result in the removal of the student from the responsibility of the ~~unit member~~ **professional educator** pending administrative investigation of the incident. The administrator shall exercise appropriate progressive discipline as set forth above. If the investigation shows battery did occur and the ~~unit member~~ **professional educator** so recommends, the student ~~will~~ **shall** not be returned to the affected ~~unit member's~~ **professional educator's** responsibility.
 - h. In accordance with the Students' Rights and Responsibilities Handbook, any student who has been involved in a violation of state or federal law regarding weapons at school ~~will~~ **shall** be immediately suspended pending administrative investigation. If the investigation confirms that the student was in violation of state or federal law regarding weapons at school, the student shall be reported to the appropriate law enforcement agency. The student shall be expelled from school for a period of not less than one calendar year. The Superintendent may modify the disciplinary consequences on a case-by-case basis.
 - i. Student behavioral records shall be accessible to the receiving ~~unit member~~ **professional educator**. School officials ~~will~~ **shall** set up procedures so that information about students with records of violence including weapon violations ~~will~~ **shall** be available, in accordance with the law, to members who "need to know" as a result of an assignment to teach or supervise the student.
 - j. Any student found to have committed assault or battery upon a ~~unit member~~ **professional educator** shall be immediately subject to appropriate discipline in accordance with the Students' Rights and Responsibilities Handbook. However, there shall be a minimum of five (5) days suspension for a threat (assault) and mandatory expulsion for the remainder of the year for battery. The Superintendent may modify the disciplinary consequences on a case-by-case basis.
 - k. Any student making a serious or menacing threat of harm to the person, property or family members of a ~~unit member~~ **professional educator** shall be immediately subject to appropriate discipline in accordance with the Students' Rights and Responsibilities Handbook.
2. The building discipline procedure shall be reviewed by the staff by June 1st. The staff's suggested changes shall be carefully reviewed by the principal. If the changes are rejected it shall be only for substantial reasons including staffing, and funding. Printed copies of these specific building procedures shall be distributed to parents and building staff members by the end of the second student week of each year and ~~will~~ **shall** be filed in the appropriate Central Office.
- 3. In the exercise of authority by a professional-educator to control and maintain order and discipline, the professional educator may use reasonable and professional judgment concerning matters not provided for by specific policies adopted by the Board and/or federal and state laws or regulations.**

C. Personal Injury Benefits and Property Loss

- 1. Any case of assault/**battery** upon a ~~unit member~~ **professional educator** while acting within the scope of his/her duties shall be promptly reported in writing to the immediate supervisor who shall forward a copy to the appropriate Central Office Administrator **and the Superintendent** for investigation and resolution.
- 2. The District shall reimburse ~~unit member~~ **professional educator** for loss of or damage to personal property excluding the ~~unit member's~~ **professional educator's** automobile under the following circumstances:

- a. When the loss is a result of any assault/**battery** on the ~~unit member's~~ **professional educator's** person suffered during the course of employment.
- b. Property stolen or damaged by the use of forcible entry on a locked container. Every school shall provide a secure and lockable location for ~~unit member's~~ **professional educator's** to use for such storage.
- c. Loss of the ~~unit member's~~ **professional educator's** work related equipment when the use of that equipment has been approved in writing by the principal/supervisor providing that the equipment was stored in a locked container when otherwise not in use.

~~Every school shall provide a secure and lockable location for unit members to use for such storage.~~

3. Reimbursement shall be at replacement cost (not exceeding actual cost) less any insurance or worker's compensation reimbursement. Reimbursement shall not be made for losses of less than Five dollars (\$5.00) or that portion in excess of ~~Four hundred dollars (\$400)~~ **one thousand dollars (\$1,000)** and shall not be made when carelessness or negligence on the part of the ~~unit member~~ **professional educator** was evident.
 4. ~~Unit members~~ **Professional educators** shall cooperate and support the District in its investigation and resolution of any reported loss. The District ~~will~~ **shall** provide assistance in attempting to investigate and/or reclaim other stolen or damaged personal property including automobiles.
- D. The District shall provide a legal defense and indemnification to ~~unit members~~ **professional educators** arising out of tort claims for any alleged act or omission occurring in the performance of the ~~unit member's~~ **professional educator's** duty in accordance with, but subject to, the limitations provided in ORS 30.285 and 30.287. ~~Unit members~~ **Professional educators** shall cooperate with the Board and counsel in connection therewith as provided in ORS 30.287(2).
- E. *Safety (Section moved from Article 9.)*
1. A ~~unit member~~ **professional educator** shall have the right to refuse to expose himself/herself to immediate danger created by an unsafe working condition when such danger threatens substantial bodily injury or would be a significant health hazard to the unit member. The ~~unit member~~ **professional educator** shall give notice of the condition to his/her supervisor and shall be subject to assignment to another location or duty while the condition is being investigated and/or corrected. The District recognizes the responsibility to make every reasonable effort to enhance the security of buildings and grounds as may be required through the use of necessary lighting and other safety precautions. The District ~~will~~ **shall** comply with all state and federal OSHA requirements to post notice when non-routine cleaners, paints, sealants, and other chemicals are to be used at the worksite and shall take all reasonable steps, in good faith, to post such notices even where not required by state or federal OSHA.
 2. The District shall furnish employment and places of employment which are safe and healthful for ~~unit members~~ **professional educators**, and shall furnish and use such devices and safeguards, and shall adopt and use such practices, means, methods, operations and processes as are reasonably necessary to render such employment and places of employment safe and healthful and shall do every other thing reasonably necessary to protect the life, safety and health of such ~~unit members~~ **professional educators**.
 3. **The District shall assure that there are emergency protocols at all worksites (including non-district worksites where professional educators work. These protocols shall include procedures for supporting professional educators who are assaulted and/or battered.**

4. Reports from county/state/city law enforcement/courts concerning student information that may inform professional educators about potential safety issues shall be shared on a need to know basis. The District shall maintain a system to distribute these alerts on an ongoing basis.

~~E. Each unit member may request access to a phone in a private area during the time they are on duty, and a good faith effort will be made to provide such access. (Moved to Article 20.)~~

~~F. Unit members shall have access to a computer as may be necessary to carry out their responsibilities. (Moved to Article 20.)~~

TENTATIVE AGREEMENT – 02/18/14
ARTICLE 12B
ACADEMIC FREEDOM AND INSTRUCTION

A. Academic Freedom

1. ~~Unit members~~ **Professional educators** shall be guaranteed academic freedom in instructional presentations and discussions and in faculty discussions of education policy. ~~Unit members~~ **Professional educators** may introduce controversial materials provided such presentations, discussions, and materials are appropriate and relevant to course content and grade level **subject to accepted standards of professional responsibility (see PPS Academic Freedom in the Instructional Program 6.20.011-AD as of 03-15-13)**. ~~and that balanced view points on a controversial issue are presented consistent with the administrative regulations in effect during 2002-03 that speak to the District's Academic Freedom Policy 6.20.010P. (Moved from Article 7.)~~

2. **The District shall consult with professional educators over decisions regarding the selection of districtwide textbooks. Within generally accepted professional and content standards, professional educators are responsible for determining the supporting materials and methods used for day to day instruction, including differentiating instruction based on student needs.**

B. Student Grades

Student grades issued by a ~~teacher~~ **professional educator** ~~in accordance with District policies~~ shall not be changed by a supervisor **or altered due to software limitations of the District's grading system** unless a substantive reason clearly exists. This Section shall not be interpreted to cause a **professional educator(s)** ~~unit member(s)~~ to assign grades in any manner which deviates from general district-wide practices. If an administrator changes a student grade such administrator will notify the ~~teacher~~ **professional educator** in writing of such change, and the reason(s) for such change. *(Moved from Article 9.)*

TENTATIVE AGREEMENT – 4/29/2013

ARTICLE 13

DUES AND PAYROLL DEDUCTIONS

A. Fair Share Agreement

1. The District shall deduct an amount established by the Association, not to exceed usual and customary dues, each pay month from the pay of each ~~unit member~~ **professional educator** who is not an **active** member of the Association, beginning with the paycheck issued in the month of September. However, the Association may change the date for deductions to begin by notifying the District by June 1 of the year in which the change is to occur. The Association may not change the date again during the life of the Agreement once this option is exercised. Such an amount shall represent compensation to the Association for any purpose authorized by law for use of fair share fees.
2. Any ~~unit member~~ **professional educator** who has not requested payroll deductions of Association dues under Section B of this Article or who has not certified to the District that s/he has paid his/her dues directly to the Association shall be subject to the provisions of this Section.

B. Dues

1. Any ~~unit member~~ **professional educator** who is a member of the Association or who has applied for membership, may sign and deliver personally and through the Association to the Superintendent an assignment authorizing deductions of membership dues in the United Education Profession (i.e., PAT-OEA-NEA). Such authorization shall continue in effect from year to year, unless revoked in writing as hereinafter provided. Pursuant to such authorization, the District shall deduct one-twelfth of such dues from the first regular salary check of the unit member each month for twelve (12) months, beginning September and ending August of each year. However, the Association may change the date for deductions to begin by notifying the District by June 1 of the year in which the change is to occur. The Association may not change the date again during the life of the Agreement once this option is exercised. Deductions for ~~unit members~~ **professional educators** who join the Association after the commencement of the school year shall be appropriately prorated so that payments will be completed by the following August. In the case of ~~unit members~~ **professional educators** who have elected to receive their annual compensation in ten (10) equal monthly payments, the dues deduction shall be made monthly of one-tenth of such dues.
2. Withdrawing the payroll deduction for such dues may be accomplished by writing a letter to the Office of the Association and to the Office of the Superintendent and delivered prior to the first day of October of any year. Letters received prior to October 1 shall be effective October 1 of the same year. Otherwise they shall be effective October of the ensuing year.
3. The Association covenants and warrants that its present Bylaws provide for and agrees to indemnify, defend and hold the District harmless for the foregoing fair share deductions and dues deductions authorizations and withdrawals procedures. In the event the District invokes this paragraph, then the Association will provide the attorney and the parties will fully cooperate in any litigation. In the event the District wishes to use its own attorney, then the District will pay the cost of said attorney. The aforementioned Bylaws make such authorizations irrevocable except as stated in Paragraph 2. In the event of any amendment to such Bylaws lessening the restrictions on withdrawal, the Association will give the Office of the Superintendent written notice thereof prior to the tenth day of any month for which

such amendment permits withdrawal of authorizations. In the event of such notice, the District may permit such withdrawal on the basis of such new provisions.

4. A **record, in a format accessible to the Association**, ~~computer printout of employees~~ **professional educators** on Association dues deductions and Fair Share fees shall be sent to the Association, together with the remittance due the United Education Profession (i.e., PAT-OEA-NEA), within five (5) working days, following the end of the calendar month in which the payroll check has been issued, including a listing of all additions and deletions to the membership list from the previous month. The Association agrees promptly to advise the Superintendent of all members of the Association in good standing from time to time, and to furnish any other information needed by the Superintendent to fulfill the provisions of this Article, and not otherwise readily available to the District. The District shall complete reasonable Association forms and submit them monthly with the remittance to the Association.

C. Other Payroll Deductions

1. Upon appropriate written request from the ~~unit member~~ **professional educator**, the District shall deduct from the salary of the ~~member~~ **professional educator** and make appropriate remittance for the following approved deductions within five (5) working days following the end of the calendar month in which the payroll check has been issued:

- ~~Savings Bonds~~
- Fixed or Variable Tax Deferred Annuity Plans
- School District No. 1 Health & Welfare Trust Premiums
- Credit Union
- Approved Charitable Organizations
- NFIE

The National Foundation for Improvement of Education is a part of this list and will not be removed except by mutual consent. In addition, the District shall perform the same service for Association members for any insurance plans offered exclusively by the Association for Association members, within the mechanical limits of the District's payroll system.

2. The District, upon appropriate authorization of the ~~unit member~~ **professional educator**, shall deduct from the salary of the ~~unit member~~ **professional educator** and make proper remittance for any other plans or programs jointly approved by the Association and the Board.

- D. ~~Unit members'~~ **Professional educators'** payroll checks shall itemize all sources of pay, payroll deductions, accumulated sick leave and retirement contributions.

TENTATIVE AGREEMENT – 02/18/14

ARTICLE 14
INSURANCE PROTECTION

A. Health and Welfare Trust

1. The District and the Association agree to continue participation in the School District No. 1 Health and Welfare Trust per the Trust Agreement as adopted November 9, 1972, and any amendments thereto.
2. Subject to the qualifications stated below, the monthly District contribution to the Trust toward the costs of health insurance benefits, including medical, dental, vision, prescription drug, disability and group term life insurance, and associated administrative costs and Trust reserves for full-time ~~unit members~~ **professional educators**, and their eligible dependents and domestic partners (~~as defined in a Memorandum of Understanding cited in Appendix G~~) is as follows:
 - a. ~~Beginning February 1, 2006, and every February 1 thereafter~~ The District will **shall** contribute for full-time eligible ~~bargaining unit members~~ **professional educators**, and their eligible dependents and domestic partners ninety-three percent (93%) of the PAT composite premium.
 - b. The ~~bargaining unit members~~ **professional educators** shall pay any remaining amount of the PAT composite premium as a payroll deduction. **Such payments shall continue to be paid as a tax-sheltered employee deduction as permitted by IRS regulations.**
 - c. **Group term life insurance with accidental death and dismemberment (AD&D) with shall be provided with a benefit of \$50,000. Professional educators shall have the ability to purchase additional coverage by payroll deduction. (Moved from 3b below.)**
 - d. **Long Term Disability**
Eligible professional educators must enroll in Long Term Disability (LTD) coverage. The Association shall be responsible for setting the eligibility and plan requirements, subject to adoption by the Trust. The premium cost of the LTD plan shall continue to be included in the calculation of the super-composite rate, and professional educators shall continue to pay the full LTD premium.
3. The benefits in existence on the date of execution of this Agreement shall be maintained by the District for the full term of this Agreement, except if mandated by a new state insurance plan.
4. The District shall make this contribution from September through August of the school year. As used in this Paragraph, the words “through August” refer to the payment made by the District in early August, even though the ~~unit member~~ **professional educator** contributions remitted by the District for such payment may have been deducted from July payroll checks. Before such payment per month, as indicated above, is required with respect to a ~~unit member~~ **professional educator**, the Trustees shall certify to the District that the ~~unit member~~ **professional educator** (himself or herself) has such medical/hospitalization coverage ~~(1) through the Trust. or (2) from other coverage which is substantially equal to or greater than that provided by the Trust.~~ A full contribution shall be made by the District for ~~unit members~~ **professional educators** having a work schedule of seventy-five percent (75%) or more of a full-time ~~unit member~~ **professional educator**. The District shall make a contribution of fifty percent (50%) of the composite rate for ~~unit members~~ **professional**

educators having a work schedule of ~~between~~ fifty percent (50%) **and up to** seventy-five percent (75%) of a full-time ~~unit member~~ **professional educator**.

Changed back to 74% based on information supplied by Brock on how the district would calculate part-time percentages; especially at the HS level.

~~5. The District shall contribute to the Trust the cost of medical/hospitalization plan for unit members who: (a) elect early retirement on or after June 30, 1998 and are eligible to retire under the Public Employees Retirement System (PERS); (b) have completed at least fifteen (15) years of service with the District; (c) are at least sixty (60) years of age, but not yet eligible for Medicare; and (d) are eligible under such plan then offered by the Trust. The District shall pay one half (1/2) of the cost for the spouse/or domestic partner of the retiree enrolled in the Plan. For retirees, the list of benefits in existence on the date of execution of this Agreement shall be maintained by the District for the full term of this Agreement. Self-pay for such cost shall be available for qualified early retirees exercising this option to age sixty (60). This provision shall also apply, for up to five (5) years or until eligible for Medicare, whichever comes first, for unit members who become unable to work because of disability as determined by PERS, or the Disability Insurance Program provided by the Health and Welfare Trust. A qualifying retiree below age sixty (60) must maintain their coverage in order to be eligible for District contributions to commence at age sixty (60). An employee below age sixty (60), however, may elect to have District contributions commence upon retirement, but the District shall then cease its contributions at the end of sixty (60) months. Such employee may continue to maintain his/her coverage on a self-pay basis until age sixty-five (65). (Moved to Article 22 – Retirement.)~~

6. The District shall make a contribution to the Health and Welfare Trust in accordance with Paragraph 2 of this Section for two (2) months following the end of the standard work year, as defined in Article 21, Section B, for full-time unit members and part-time unit members who work at least half-time if the unit members during the entire standard work year or who worked on less than a half-time basis during that year. Such contributions shall not be required for any unit member who did not work during the entire preceding standard work year.

For temporary professional educators, the District shall make a contribution to the Health and Welfare Trust in accordance with Paragraph 2 of this Section for two (2) months following the end of the standard work year, as defined in Article 21, Section B, if the temporary professional educator(s):

- worked at least half-time, **and worked at least half of the contract year, and finished the contract year in a bargaining unit position; employed by the District; or**
- worked at least half-time **and is retained in a bargaining unit position for the following school year.**

7. ~~Unit members~~ **Professional educators** on unpaid leave of absence shall not suffer loss of benefit in excess of the period of time not worked during the regular work year. **If paid leave extends up to the beginning of winter, spring and/or summer recess periods, such recess periods shall** ~~will~~ not count as time not worked.

8. The District shall assure the continuation of a tobacco abatement program, through the Health and Welfare Trust, for ~~unit members~~ **professional educators** and their families. *(Moved from Article 9.) (A5 in PPS supposal.)*

B. Liability Insurance

The District shall provide, on a fully paid basis, bodily injury, liability and property damage insurance coverage, to the limits carried by the District for the use of automobiles owned, leased or hired by a ~~unit member~~ **professional educator** while in the normal course of his/her duties

as an employee of the District. This coverage shall apply only as excess insurance over and above other valid and collectible liability insurance carried by the ~~unit member~~ **professional educator**. The District may require as a condition to this coverage that before the vehicle is used on District business, the ~~unit member~~ **professional educator** provide a license of insurance showing that he or she has at least the minimum amount of insurance required to license a vehicle in the State of Oregon. The District will reimburse the ~~unit member~~ **professional educator** for any deductible cost the ~~unit member~~ **professional educator** is required to pay, as a result of an on-duty accident, not to exceed ~~Two Hundred Fifty Dollars (\$250)~~ **five hundred dollars (\$500)**. Reimbursement will not be made if the ~~unit member~~ **professional educator** is convicted of or admits to driving under the influence of intoxicants or with a suspended license.

C. Professional Association Insurance Program

The District shall recognize the rights of the Association to select carriers of insurance programs where membership in said program is contingent upon membership in the Association. Subject to the mechanical limits of the District's payroll system, the District shall make available payroll deductions for ~~unit member~~ **professional educators** participating in such insurance programs. ~~Such deductions made during 1988-89 shall continue.~~

D. The District will continue the I.R.C. Section 125 Flexible Benefit Plan during the term of this Agreement.

E. **Domestic Partners**

Insurance coverage for same sex and opposite sex domestic partners shall be provided the same as spousal benefits. The definition of domestic partner is included as Appendix G.

F. **Employee Assistance Program (EAP)**

The District shall continue to provide an Employee Assistance Program (EAP) that allows each professional educator to refer themselves confidentially to the EAP provider.

(INTENT IS TO NOT PROHIBIT MANDATORY REFERRALS.)

TENTATIVE AGREEMENT – 12/10/2013

ARTICLE 15

MENTOR PROGRAM / PROFESSIONAL GROWTH / ~~IN-SERVICE CLASSES~~

A. Mentor = Professional Educator Program (*Moved from Appendix E*)

Portland Public Schools

1. The District intends to maintain a mentor program for the purpose of providing support and assistance to new and/or inexperienced professional educators. 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 receive extended responsibility pay per school year in accordance with Appendix C.**

2. 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.**
- 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.

3. The mentor program may be expanded or discontinued at the discretion of the District.

4. The Memorandum of Understanding (MOU) concerning the Mentor Program dated 08/14/13 shall remain in effect until June 30, 2014.

1. (~~_____~~) The District may provide a mentor program for the purpose of providing support and assistance to inexperienced and/or new unit members professional educators, within the following parameters:

a. ~~This Memorandum of Understanding sets forth the basis for a Mentor Teacher Program within the Portland Public Schools pursuant to the 21st Century Schools Act.~~

b. ~~Job descriptions for the mentors teachers and relevant procedures will be developed by a joint committee under the auspices of the contract administration committee.~~

c. ~~No teacher shall be designated as a mentor without the consent of the teacher.~~

d. ~~A teacher must have contract status in the Portland Public Schools to be eligible to be designated as a mentor.~~

e. ~~At least ninety (90) hours of direct contact between the mentor and the beginning teacher shall occur during the course of the school year.~~

f. ~~The mentor teacher shall not participate in the evaluation of the beginning teacher. Observations made by the mentor shall be solely for the purpose of providing assistance to the beginning teacher and shall not be used in the evaluation of the beginning teacher or shared with any person.~~

g. ~~The Mentor teacher Program shall not be used as a part of a program of assistance for any teacher.~~

h. ~~Teachers released from their regular duties for participation in approved activities related to the Mentor Teacher Program shall continue to receive their regular compensation and shall not be charged leave.~~

i. ~~A mentor teacher shall receive extended responsibility pay of One Thousand One Hundred Twenty-seven Dollars and Forty-six Cents (\$1127.46) per school year. This amount will be increased by the base salary increases in the 2012-2013 school year.~~

j. ~~The District may expand or discontinue the Mentor Teacher Program at its discretion.~~

k. ~~Mentors and new teachers mentees who are asked and volunteer to work up to five (5) days outside of the school year will be compensated at their per diem rate of pay. Whenever asked to attend meetings, training, or work sessions, beyond the normal work hours or work year, the mentor and the mentee will be paid at their normal per diem/hourly rate. In such cases, the mentor and the protégé mentee will shall be given a minimum of one (1) week's notice. The PAT/PPS mentor committee will make recommendations to the Superintendent regarding this program by June 1, 2013.~~

~~2. This Memorandum of Understanding shall become part of the Agreement and shall remain in effect through June 30, 2013. (Moved from Article 17)~~

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 ~~teachers~~ **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 ~~teachers~~ **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 ~~unit members~~ **professional educators** may receive credit for technical coursework taken at a community college. Such courses shall be relevant to the ~~unit member's~~ **professional educator's** field of preparation and to service as a unit member in this District.
4. In order to receive a salary adjustment retroactive to the beginning of the current school year, a ~~unit member~~ **professional educator** must, by October 31st, provide the ~~Personnel~~ **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 ~~unit members~~. *(Our intent is to review Appendix P for quick changes to propose during this process. We most likely will need a committee to review the complete Guidelines and to update them. We are concerned that much of the language on in-services is outdated and may no longer be applicable. This may be an appropriate topic for a subcommittee.)*

D. Continuing Education Obligations

~~The District shall not require adherence to the portions of Board Policy 5306 that require six (6) credits for every four (4) years.~~

1. **If the District requests that a ~~unit member~~ professional educator participate in a professional growth activity, the District shall pay all expenses.** It is recognized that there may be in-service offerings for which attendance that professional educators **are requested by the District to attend** outside the normal professional work day described in Article 21 ~~may be required by the District~~. In such cases, ~~teachers~~ **professional educators who agree to attend** shall be paid for attendance at the ~~unit member's~~ **professional educator's** regular hourly rate under the salary schedule.

2. **Tuition Reimbursement**

- 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 ~~required~~ **specifically requested** by the District. **This section applies to coursework and other expenses (including testing and other licensure fees) related to adding highly qualifies (HQ) status and other licensures requested by the District.**
- b. The District shall reimburse ~~probationary and permanent teachers, including social workers and child development specialists~~ **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 ~~unit member's~~ **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. ~~Unit members will~~ **Professional educators shall** be reimbursed within sixty (60) days of submitting proof of satisfactory completion of the course. A **professional educator** ~~receiving reimbursement~~ must remain employed with the District for at least one (1) semester following reimbursement.

3. **National Board Teacher Examination**

Reimbursement shall also be made for the fee charged a ~~teacher~~ **professional educator** who takes and passes the National Teacher Examination to obtain a specialty area endorsement. This amount shall be within the tuition cost as stated in paragraph 4 above.

4. **State-Approved Professional Exams**

A ~~unit member~~ **professional educator** may access 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)~~ **Oregon Educator Licensure Assessment (ORELA:NES)**. ~~Unit members will~~ **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.

~~The District shall provide unit members with related core instructional materials and an opportunity for in-service before requiring implementation of new adoptions, programs or curricula. (Moved to Article 20.)~~

- E. The District shall pay, either through reimbursement to the ~~unit member~~ **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.**

~~G. — During the 1999-2000 school year, A task force consisting of four (4) representatives appointed by the Association President and four (4) representatives appointed by the Superintendent shall develop and recommend to the Board a District Continuing Professional Development Plan (CPD). Such plan will include an appeal process for any individual whose verification of completion is denied. (Moved from Appendix H.) (PAT is open to discussing the inclusion of this item if it still is needed.)~~

G. **Student Teachers/Interns**

Upon mutual agreement between the professional educator and the District, student teachers, interns or observers shall **may** be placed with ~~unit members~~ **professional educator**. ~~The District teachers who have agreed to the placement.~~ The District will request that the college or university advise the ~~teachers~~ **professional educators** of the type and amount of honorarium to be paid at the time the ~~teachers~~ **professional educators** are asked to be a supervising teacher/**educational professional**. *(Moved originally from Article 21 and recently from Article 16.)*

TENTATIVE AGREEMENT – 7/11/2013

ARTICLE 16 PROFESSIONAL IMPROVEMENT

- A. The ~~Board~~ **District** and the Association support the principle of continuing training for ~~unit members~~ **professional educators**, participation by ~~unit members~~ **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 ~~Board~~ **District** agrees to annually budget a fund to pay the expenses of ~~unit members~~ **professional educators** who work half-time (.5) or more to attend professional conferences. ~~and for the cost of fees charged by agencies for fingerprinting and the accompanying criminal check required by TSPC or the ODE. (Fingerprinting section moved to Article 21.)~~ The amount of the fund shall be determined as follows:

- ~~1. Multiply the number of unit members based on the November ending payroll, who work half-time (.5) or more, times the Portland State University tuition cost for two 3-hour graduate classes (currently \$688.50. The amount shall be adjusted annually to reflect the fall term PSU tuition rate;~~
- ~~2. Subtract the actual cost of the previous fiscal year's tuition reimbursement which was made in accordance with Article 15.B.4. of this Agreement;~~
- ~~3. Multiply the remainder by two tenths (.2). The result shall be the amount available for professional improvement during the following fiscal year.~~

~~The base amount for six (6) credit hours will be used to calculate the total amount budgeted each year for professional improvement throughout the life of this Agreement.~~

- C. A conference to be attended may be selected by the ~~unit member~~ **professional educator** subject to approval by the principal, or when applicable, the supervisor or other authorized representative of the Superintendent. **Approval shall not be denied provided the conference has a legitimate pedagogical purpose.** Transportation, meals, lodging, and registration shall be deemed appropriate expenses. Meals will be reimbursed at the IRS rate, which will be adjusted annually. A ~~unit member~~ **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. ~~Unit members~~ **Professional educators shall will**, upon request, submit a written report regarding such conferences. ~~Insofar as reasonably practicable, the fund shall be allocated to classroom teachers in proportion to their numbers in the teaching staff. Unit members~~ **Professional educators** are eligible for advances on professional improvement funds when necessary documentation is presented. If an advance is not requested, ~~unit members will~~ **professional educators shall** be reimbursed within thirty (30) days of submitting complete and accurate documentation of expenses.
- D. A ~~unit member~~ **professional educator** may access their ~~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 Licensed Assessment (ORELA)**. ~~Unit members will~~ **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. Sixty percent (60%) of the funds shall be appropriated and made available during the first semester; the remaining forty percent (40%) is to be made available on the first day of the second semester.~~

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.

~~G. An annual report of the use and distribution of these funds will be available in the District and a copy of each completed request and response will be sent to the Association. The report shall list the total number of applications made, the number granted, and the amount of monies requested and the amount granted. This shall be broken down by elementary, secondary and miscellaneous groupings as described below. This report should be available by May 15 of each year.~~

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

~~1. Eighty percent (80%) of the funds each year shall be made available to unit members assigned to specific school buildings, prorated based on the number of unit members;~~

~~2. Twenty percent (20%) will be available to unit members not assigned to specific school buildings but to district programs;~~

~~3. Of the proportion going to unit members in specific district buildings, two-thirds (2/3) will be available to elementary teachers (Pre-K-8) and one-third (1/3) to high schools teachers (9-12);~~

1. Funds will be allocated based upon seniority of the unit members **professional educators** who make application. A unit member **professional educator** who receives funds will rotate to the bottom of the eligibility list and will 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 \$100)** will not cause a unit member **professional educator** to be placed at the bottom of the eligibility list;

2. One Thousand **Five Hundred Dollars (\$1500 \$1000)** will be available to unit members **professional educators** only once every three years;

3. Applications must be processed within one (1) week of being submitted by the **professional educator** unit member; and

4. These funds will **shall** not be available to temporary **professional educators** teachers.

~~I. Successful Schools Program~~

~~1. A unit member who receives a monetary reward under the Successful Schools Program (SB 880 [1-3]) shall individually decide how to use the reward.~~

~~2. The District will not attempt to pressure, coerce or direct a unit member in making this decision, nor will the unit member suffer any adverse consequences based on the decision.~~

~~3. A unit member's choice to use a reward under the Successful Schools Program for professional development or tuition reimbursement will not reduce the professional development or tuition reimbursement money or other benefits available under this Agreement.~~

~~4. When the Successful Schools Program grant terminates, the unit member will be under no obligation to continue the grant activities.~~

~~5. If Portland Public Schools expands the Successful Schools Program, such programs would use dollars from non-general fund sources. If the criteria for such programs differ from (SB 880 [1-3]) the District will consult with the Association.~~

TENTATIVE AGREEMENT – 12/6/2013

ARTICLE 17

~~PROFESSIONAL INVOLVEMENT/SCHOOL IMPROVEMENT COUNCILS~~

A. ~~School Improvement Councils~~

A. Purpose

The District and the Association agree to establish a process for involving ~~bargaining unit members~~ **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 ~~come into compliance~~ **comply** with the school site council requirements of **the 21st Century Schools Act, HB 2991**, through a ~~phased in process that will take into consideration options experienced in the pilot efforts currently underway.~~

B. District Site Committee

The Joint Contract Administration Committee will function as the District Site Committee in matters related to the 21st Century Schools Act. The Joint Contract Administration Committee ~~will~~ **shall** be solely responsible for establishing its own procedures for compliance with this Act. ~~If the District decides to participate in building site committees, then~~ Contract Administration ~~will~~ **shall** be responsible for determining the procedures by which the site committees ~~would~~ **will** function. Any such procedures ~~would~~ **shall** be in compliance with the Agreement between ~~School~~ the District No. 1 and the **Association** ~~Portland Association of Teachers~~. (*Moved from Appendix D.*)

C. Council Participation

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

D. Council Roles and Responsibilities

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 ~~will~~ **shall** make its determination by majority vote. **Professional educator** ~~unit member~~ on site councils shall be given copies of the site budget and other public documents upon request.

E. Implementation of Decisions

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

F. Meetings

When school site council meetings are held, business will be conducted by those members present ~~Until the promised state funding for the implementation of HB 3565 is made available~~

~~to the School District, Council meetings will be held within the bounds of the school workday and workweek. The parties agree to process waiver~~ **shall consider** requests **from school site councils asking for an exception to the meeting time requirements of** for this Section ~~submitted by school site councils for consideration at contract administration.~~

G. 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.

~~The site based language in response to House Bill 2020 is added as Appendix D.~~

~~B. The mentor language in response to House Bill 2020 is added as Appendix E. (Moved to Article 15)~~

TENTATIVE AGREEMENT – 12/10/13

ARTICLE 18
LEAVES

A. **General Provisions**

1. Leave Applications

- a. All applications for and **approval grants of extensions or renewals** of leaves shall be in writing. (*Moved from Section D2.*)
- b. ~~Charges~~ **Leave applications** must be made to the appropriate leave category (**e.g. sick leave, family illness leave, personal leave, bereavement leave**).
- c. Paid and unpaid leaves for ~~unit members~~ **professional educators** set forth in this Article are intended to be used only when necessary.

2. **The District shall comply with Federal, State and local laws regarding leaves, including but not limited to the Family and Medical Leave Act (FMLA) and the Oregon Family Leave Act (OFLA).**

B. Paid Leaves

1. Sick Leave

a. Accumulation

- (1) ~~Unit members~~ **Professional educators** shall be granted ten (10) days sick leave which includes the statutory requirement during each school year. Such sick leave shall be credited to said **professional educators** ~~unit members~~ **on the first contract day of the school year.** ~~school day of the fall semester.~~ ~~Unit members~~ **Professional educators** who begin service after the beginning of the school year shall receive one (1) day of sick leave for each payroll month remaining in the school year with all such days being credited on the ~~unit members'~~ **professional educator's** first day of employment.
- (2) A ~~unit member~~ **professional educator** who uses his/her annual sick leave accrual and subsequently resigns, for reasons other than illness or retirement, prior to completing the work year shall be obligated to refund the District an amount equal to one (1) day sick leave for each month not worked. The District shall deduct such amount from any final pay due the ~~unit member~~ **professional educator**.
- (3) ~~Unit members~~ **Professional educators** on extended work year and/or summer school shall be credited with one (1) additional sick leave day for each additional twenty (20) days worked not to exceed a total of twelve (12) days of sick leave credit per fiscal year.
- (4) The total unused sick leave days can be accumulated and shall be unlimited in accordance with state statutes.
- (5) A ~~unit member~~ **professional educator** who has accumulated sick leave during employment in another Oregon school district shall be entitled to transfer any accumulated sick leave from such district, upon proper verification. The transfer of sick leave accumulated with another Oregon district shall be effective when the ~~unit member~~ **professional educator** has completed thirty (30) working days in the District.

- (6) When a ~~unit member~~ **professional educator** has exhausted his/her sick leave, s/he shall receive additional leave equal to one (1) day for each school year of at least 135 days of service in this district at two-thirds (2/3) of his/her daily rate under his/her basic salary. Credit for any year can only be utilized once.
 - (7) ~~Unit members~~ **Professional educators** shall not be credited with any sick leave with respect to periods during which they are on an unpaid leave of absence from work with the District of more than one (1) month duration.
- b. Utilization
- (1) ~~Unit members~~ **Professional educators** who are absent because of personal illness or medical/dental appointments shall receive compensation during such absence in accordance with provisions pertaining to sick leave allowances.
 - (2) A ~~unit member~~ **professional educator** assigned to work **working an extended contract** beyond the normal school year, or during summer school, may charge absences due to personal illness to his/her sick leave account. The District shall pay the cost of any required substitute.
 - (3) ~~Unit members~~ Professional educators on any extended leave (more than one (1) month) will not be charged with days of sick leave or paid for days of illness during such leave, except when an illness or injury is the factor which entitled the ~~unit member~~ **professional educator** to the leave in question.
 - (4) A ~~unit member~~ **professional educator** may charge against his/her accumulated sick leave for up to twelve (12) weeks following the birth or adoption of a child. If accumulated sick leave has been exhausted, the ~~unit member~~ **professional educator** may use **other paid or** unpaid leave for part or all of the twelve (12) week period. **The professional educator is entitled to all benefits guaranteed under the FMLA and/or OFLA which may exceed this provision.**
 - (5) A ~~unit member's~~ **professional educator's** accumulated sick leave shall not be charged on days designated as paid holidays under this Agreement, or when an absence was directed by the District.
 - (6) The District ~~will establish~~ **shall maintain** a sick leave bank of ~~eight hundred (800) hours per year~~ for use by ~~member~~ **professional educator** who have exhausted their accumulated sick leave. Use of this leave shall only be for the disability of the unit member. The Association can solicit voluntary contributions up to **three thousand two hundred (3200)** ~~sixteen hundred (1600)~~ hours per year. Use of the sick leave bank will be monitored through the contract administration process.

2. Family Illness Leave

- a. ~~Unit members~~ **Professional educators** shall receive up to three (3) days family illness leave per school year with pay in case of illness of a member of the ~~unit member's~~ **professional educator's** immediate family. ~~Unit members Professional educators who commence employment after the end of the first semester shall be entitled to one and one-half (1-1/2) days of family illness leave (Sentence moved from below.).~~ Inherent in use of this leave is that care or attention by the ~~unit member~~ **professional educator** is needed. ~~(Sentence moved from below.).~~ In the event emergency conditions arise, an extension of family leave shall be determined upon individual merit by the Superintendent.
- b. "Immediate Family" shall be interpreted to mean spouse, **domestic partner**, children, parents, brothers, sisters, mother-in-law, father-in-law, grandparents, grandchildren, or other persons who regularly live in the **professional educator's** home ~~of the unit member.~~ ~~Inherent in use of this leave is that care or attention by the unit member is needed. (Last sentence moved to paragraph above.)~~

- c. ~~Unit members~~ **Professional educators** who commence employment after the end of the first semester shall be entitled to one and one-half (1-1/2) days of family illness leave. After utilizing the available days for family illness leave, the ~~unit member~~ **professional educator** may charge against his/her accumulated sick leave when additional time is needed to provide care for a member of the ~~unit member's~~ **professional educator's** immediate family.

3. **Absence due to Injury on Duty**

The District shall pay to any ~~unit member~~ **professional educator** who is unable to work due to an on-the-job injury the difference between his/her salary benefits received by the ~~unit member~~ **professional educator** under the Oregon Worker's Compensation Law **and his/her normal salary**. This differential pay shall apply when the absence is due to a compensable injury as defined in ORS Chapter 656 and shall be paid for the period when worker's compensation benefits are paid but not exceeding 180 days for one injury. Absence due to such compensable injury shall not be charged against the ~~unit member's~~ **professional educator's** accumulated sick leave. For other periods of work related injury absence, charge will not be made against the ~~unit member's~~ **professional educator's** accumulated sick leave. In the event differential payment is made by the District and the absence of the ~~unit member~~ **professional educator** is subsequently determined to be non-compensable, charge will be made against the ~~unit member's~~ **professional educator's** accumulated sick leave, if the absence so qualifies, and the ~~unit member~~ **professional educator** shall be obligated to reimburse the District for payments received in excess of accumulated sick leave time.

4. Absence Due to Quarantine

In the event a declaration of quarantine made by the Public Health Official prevents a ~~unit member~~ **professional educator** who is not ill from reporting to work, the ~~unit member~~ **professional educator** shall not suffer a loss in pay and no charge will be made against the ~~unit member's~~ **professional educator's** accumulated sick leave.

C. Other Paid Leaves

1. **Funeral Bereavement** Leave

Professional educators ~~Unit members~~ shall be granted ~~funeral~~ **bereavement** leave with pay **for each death** as follows:

- a. One (1) day to attend **a funeral or memorial service** ~~the funeral~~ **because of the death** of a friend or relative. An additional day shall be granted when travel beyond the one day is required.
- b. Three (3) days because of death in an immediate family (five (5) days in case of parent, spouse, **domestic partner**, or child) and two (2) additional days at two-thirds (2/3) of the **professional educator's** ~~unit member's~~ scheduled salary. "Immediate family" shall be interpreted to mean spouse, **domestic partner**, children, parents, grandparents, grandchildren, mother-in-law, father-in-law, brothers or sisters; and ~~or~~ also any person regularly living in the home of the ~~unit member~~ **professional educator** for whom the ~~unit member~~ **professional educator** was responsible.

2. Personal Leave

- a. Each ~~unit member~~ **professional educator** shall be entitled to three (3) days leave without loss of pay for personal business. **Professional educators** ~~Unit members~~ who commence employment after the end of the first semester shall be entitled to one (1) day of personal leave. (*Moved from below.*)
- b. Except in cases of emergency, the request for such leave shall be made one (1) week in advance in writing.

- c. It is expected use of such leave will be limited to situations which the **professional educators** ~~unit members~~ cannot address at times other than during the workday.
 - d. **Professional educators** ~~Unit members~~ may use this leave for religious observances when attendance is mandatory during the workday.
 - e. This leave shall not be used for vacation or recreational purposes.
 - f. Unused personal leave shall not accumulate for use in another school year.
 - g. Also see unpaid personal leave in Section D.1.
3. Mandatory Court Appearance
- a. When a ~~unit member~~ **professional educator** is required to appear as a witness in court, the ~~Superintendent's Office will~~ **District shall** authorize such absence without loss of pay. If the ~~unit member~~ **professional educator** receives a witness fee, such fees shall be turned in to the Business Office. In cases where the ~~unit member~~ **professional educator** is a party to the action, his/her absence will be personal leave without pay or, at the ~~unit member's~~ **professional educator's** election, leave days provided in B.2 may be used therefore.
 - b. A ~~unit member~~ **professional educator** required to appear in court as a party with the District shall be released without loss of pay. If a ~~unit member~~ **professional educator** is subpoenaed to appear in court as a third party witness because of his/her job duties outside of the contract year, he/she shall receive his/her per diem hourly rate of pay. Witness check fees shall be signed over to the District.
4. Jury Duty
- ~~Unit members~~ **Professional educators** subpoenaed for jury duty shall be excused for that purpose without loss of pay provided that, when the ~~unit member~~ **professional educator** receives his/her jury fee, said fee shall be sent to the Business Office. On days when the ~~unit member~~ **professional educator** is excused from jury duty s/he will report to their work assignment provided they are able to do so before the end of the lunch period.
5. Professional Leave
- a. At the beginning of each school year, each ~~unit member~~ **professional educator** shall be credited with two (2) accumulative days to be used for professional leave. However, a ~~unit member~~ **professional educator** may not use more than four (4) of these days in any year. Professional leave may be used for the following:
 - (1) Visitation to view instruction techniques or exemplary programs.
 - (2) Conventions, conferences, workshops or seminars related to the ~~unit member's~~ **professional educator's** assignment with the District.
 - b. The ~~unit member~~ **professional educator** shall inform his/her supervisor by submitting a leave request at least one (1) week in advance.
 - c. The ~~unit member~~ **professional educator** may be required to file a written report within one (1) week of attendance at such convention, visitation, conference, workshop or seminar.
 - d. Participation by a ~~unit member~~ **professional educator** in activities on the statewide in-service day shall not be counted against professional leave days.
 - e. If the length or location of a convention, conference, workshop or seminar requires the ~~unit member~~ **professional educator** to be in attendance more than two (2) school days, the ~~unit member~~ **professional educator** may use his/her personal leave.

6. Leave for service to education-related state agencies.

~~unit member~~ **professional educator** who serve on NCATE or TSPC evaluation/ accreditation teams or consortia or who are appointed to serve non-paid on education-related state agencies shall be released for meetings/hearings/reviews without loss of pay. The District shall provide substitutes for such ~~unit members~~ **professional educators**.

D. Unpaid Leaves

Requests for a full year Personal, Exchange, or Career Development leave of absence, whether (part-time or full-time) for the next school year must be submitted to Human Resources prior to April 15 or the leave will not be approved, except in extenuating circumstances where such leave requests will not be unreasonably denied.

1. Personal Leave

a. ~~Unit members~~ **Professional educators** shall be entitled to three (3) days **unpaid** leave per year for personal reasons. Except in cases of emergency the request for such leave must be made one (1) week in advance in writing.

b. Also see paid personal leave in Section C.2.

2. Child Care Leave

a. A child care leave (maternity, paternity or adoption) shall be granted for any period up to one (1) year. Other child care leave may be granted for up to one (1) year. A ~~unit members~~ **professional educators** requesting such leave shall give at least thirty (30) days written notice except in extenuating circumstances. Requests for a full year leave beyond the first full school year must be made prior to April 15 or the leave will not be approved, except in extenuating circumstances where such leave requests will not be unreasonably denied. The provisions of ORS 342.840 shall apply to probationary unit members. This leave provision shall not apply to temporary ~~unit members~~ **professional educators**.

b. The District may require that the expiration of child care leaves coincide with the natural breaks in the school calendar so that the educational continuity is maintained.

3. Exchange and Other Teaching Leaves

A leave of absence of up to two (2) years may be granted to a contract ~~teacher or other unit member~~ **professional educator** upon application, for the purpose of participating in:

- Exchange Teaching Programs
- Foreign Military Training Programs
- Peace Corps
- Teacher Corps
- Job Corps
- VISTA
- Institutions of Higher Learning

The ~~unit member~~ **professional educator** must be a full-time participant in any such program and state his/her intention to return to the District.

4. Unpaid Career Development Leave

A leave of absence of up to one (1) year (must be at least one full term) may be granted to a ~~unit member~~ **professional educator** upon application for the purpose of career development reasonably related to his/her professional responsibilities. At the District's discretion one (1) additional year may be granted.

5. Study Leave

a. Up to ten (10) FTE study leaves with District paid insurance shall be granted yearly.

b. Requirements and Procedures for Study Leaves

- (1) Application forms will be available in the Human Resources Department and in the Office of the Association.
- (2) Each candidate for study leave must consult with his/her principal or immediate supervisor.
- (3) Completed applications shall then be sent to the Human Resources Department which shall present the requests to the Study Leave Committee for evaluation.
- (4) Completed applications with all necessary information for fall semester for full year study leaves must be filed with the Study Leave committee by the second Monday in February preceding the year of study leave. Such applications for study leave for spring semester must be filed by the second Monday in October preceding the spring semester.
- (5) Each applicant must submit an explicit outline of the study. The ~~unit member~~ **professional educator** must maintain a minimum of twelve (12) quarter or semester hours each term while on leave. The applicant must give his/her signed assurance that the plans are or are not conditional or dependent upon unresolved grants or other limited factors.
- (6) ~~Unit member~~ **Professional educators** requesting study leaves of absence must submit with the application for such leave a current health form provided by the District for this purpose, properly filled out and signed by a duly licensed physician attesting to the ~~unit member's~~ **professional educator's** satisfactory health.
- (7) Study leaves will not be considered a break in consecutive service for the purpose of calculating salary schedule placement, seniority or retirement credit.

c. Study Leave Committee

- (1) The Study Leave Committee shall be comprised of one (1) administrator appointed by the Superintendent and three (3) ~~unit members~~ **professional educators** appointed by the Association for three (3) year terms, with one (1) member being appointed each year. The chairperson of the committee shall be selected from among the three (3) ~~unit members~~ **professional educators** on the committee. In addition, a representative from the Human Resources Department shall be designated as ex-officio member of the committee and shall serve as custodian of all applications for leaves and shall keep appropriate records of committee action.
- (2) The Study Leave Committee will have responsibility for the administration of the study leave program for ~~unit members~~ **professional educators** as follows:
 - i. It shall make selections for study leaves.
 - ii. It will notify all applicants of approval or rejection of study leave requests. Notice of acceptance or rejection will be made by the first Monday in March for the following fall or school year, or the second Monday in November for the spring leave.
 - iii. The Study Leave Committee will receive and consider requests for reconsideration from applicants previously denied leaves by the Study Leave Committee.

d. Selection Criteria

Selection will be made by the Study Leave Committee. Selection shall be based upon the following criteria.

- (1) A balance of the needs of the applicant and the needs of the District. The needs of the applicant shall refer to leaves intended for study in his/her current assignment area. The needs of the District shall refer to new assignment areas in the District or to existing areas where insufficient number of ~~unit members~~ **professional educators** exist. The District will furnish the Association by the second week in January with a written description of such needed assignment areas and appropriate supportive data
- (2) A proportionate distribution among eligible elementary, secondary, and special education applicants
- (3) Priority consideration will be given to applicants who have not previously received a study leave
- (4) Length of service in the District.

e. Status While on Leave

- (1) A ~~unit member~~ **professional educator** on study leave shall be considered to be in the employ of the District but is not performing work on behalf of or serving as an agent of the District while on leave.
- (2) A ~~unit member~~ **professional educator** on study leave shall retain all rights of contract status, retirement, insurance, sick leave, and automatic increases in salary as if she/he were working during the period of leave. A study leave shall be counted as a year of service and experience on the salary schedule.
- (3) In case of injury to, or other illness of the ~~unit member~~ **professional educator** during leave which prevents his/her completing the purpose of the leave, the study leave will be terminated and all provisions for sick leave will apply. These provisions will take effect on the first day of the next pay period following notification of illness to the Study Leave Committee and the Superintendent, verified by a medical report.
- (4) After illness or injury as in Paragraph 3, upon release by appropriate medical authority the employee will, when possible, be returned to regular duty for the remainder of the school year, or shall be reinstated on study leave.

f. Status Upon Returning from Study Leave

- (1) A ~~unit member~~ **professional educator** taking a study leave who wishes to return to his/her worksite must have so indicated on the application form at the time the ~~unit member~~ **professional educator** applied for the leave. In such case, a ~~unit member~~ **professional educator** replacing the member on study leave shall be subject to re-assignment at the conclusion of the leave. If the ~~unit member~~ **professional educator** has indicated in writing at the time of the application that she/he doesn't wish to return to his/her worksite, she/he shall be considered as an unassigned ~~unit member~~ **professional educator** as described in Article 10.
- (2) Upon returning from study leave to his/her position, the ~~unit member~~ **professional educator** is subject to transfer according to the provisions of Article 10.

6. Military Leave

- a. Military leave of absence, including participation in the reserves, shall be granted to any ~~unit member~~ **professional educator** who shall be inducted or shall enlist for military duty in any branch of the armed forces of the United States.

- b. Experience credit will be granted to persons on military leave in accordance with ORS 408.270.

7. Association Leave

- a. A leave of absence for up to five (5) years for the President of the Association and up to two (2) years for a second position shall be granted to a ~~contract teacher or other unit member~~ **professional educator** upon application by the Association for the purpose of serving as an officer of the Association or on its staff. The District shall continue to pay such ~~unit member(s)~~ **professional educator(s)** and provide benefits in the normal manner, but will be reimbursed by the Association for the cost of salary and fringe benefits. Upon completion of such leave, a ~~unit member~~ **professional educator** will be returned to the previous school or program if there is a vacancy within that ~~unit member's~~ **professional educator's** licensure. When no such vacancy is available, the ~~unit member~~ **professional educator** will be returned as unassigned. Upon return from such leave a ~~unit member~~ **professional educator** shall be placed on the salary schedule as if s/he had been working each year of the leave.
- b. The Association agrees to consider carefully each request for release time for ~~unit members~~ **professional educators**. Although leaves for short terms without loss of pay may be granted upon recommendation of the Office of the Superintendent or designee, the District will not pay for substitutes to cover classes while members are away from their classes on business of the Association. The Association shall pay the cost of such substitutes upon receipt of billing from the District Business Office.

8. Political Leave

A leave of absence for up to two (2) years with up to an additional two (2) years upon request shall be granted to any ~~contract teacher or other unit member~~ **professional educator**, upon application, for the purpose of campaigning for, or serving in, public office.

9. Other Leaves

- a. When the schools and school offices are officially closed by the Superintendent, all ~~unit members~~ **professional educators** ~~will~~ **shall** be paid in accordance with the law.
- b. Unit members who are assigned to tasks outside their regular responsibilities shall not have this time charged to any leave category.
- c. The District, at its discretion, may extend leaves or grant other leaves requested by ~~unit member~~ **professional educator**.

E. Miscellaneous Provisions

1. Return from Leave

- a. A ~~unit member~~ **professional educator** taking a leave for up to one (1) school year may return to his/her previous position unless the position has been discontinued. ~~Unit members~~ **Professional educators** taking leaves for more than one (1) school year may be subject to reassignment. A ~~unit member~~ **professional educator** taking a leave for more than one (1) school year may return to his/her previous position upon approval of the District.
- b. A ~~unit member~~ **professional educator** wishing to return from an unpaid leave of absence shall so notify the Human Resources Department as required by the District. A ~~unit member~~ **professional educator** returning from an unpaid leave due to disability shall, upon request, submit a written statement from a qualified physician attesting to the ~~unit member's~~ **professional educator's** ability to resume his/her duties.

- c. A ~~unit member~~ **professional educator** shall be returned to employment on the first workday, during the regular school year, following the expiration date as set forth in the Board action approving the ~~unit member's~~ **professional educator's** leave. A ~~unit member~~ **professional educator** returning from an unpaid exchange or other leave, or unpaid leave of less than one-half (1/2) of the school year, or a paid leave shall be placed on the salary schedule as if s/he had been teaching during said leave. A ~~unit member~~ **professional educator** returning from any other form of unpaid leave (more than one-half (1/2) of the school year) shall be paid at the next step on the current salary schedule above the one occupied during the last full work year prior to commencement of the leave; provided that, should the ~~unit member~~ **professional educator** return in the same school year in which the leave commenced, the ~~unit member~~ **professional educator** shall be placed on the salary step held at the beginning of the leave.
- d. All accumulated unused sick leave, and credits toward study leave eligibility and all other accrued benefits at the time a ~~unit member~~ **professional educator** commences a leave of one (1) or more months duration shall be restored upon return to work.

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ARTICLE 19
MILEAGE

A. Eligibility

Professional educator ~~Unit member~~ who regularly use their automobiles for on-the-job travel shall be entitled to mileage reimbursement provided they have on file with the District a current license from their insurance company verifying they have insurance coverage at least equal to the State of Oregon minimum requirement for licensing a vehicle in the State.

B. Reimbursement

Mileage shall be reimbursed at the IRS rate. If during the life of this Agreement, the IRS **rate** changes, the District will change its reimbursement within thirty (30) days of the effective date of the new IRS approved amount. **Professional educator** ~~Unit member~~ required to use public transportation for on-the-job travel shall receive reimbursement for the fare providing they submit the required verification, or supervisor authorization.

ARTICLE 20

WORK YEAR / WORKDAY / WORKLOAD

- A. Paid extended responsibility assignments, paid extra duty assignments, and voluntary attendance at in-service classes are excluded from this Article and are covered by **Appendix C**.
- B. Work Year
 - 1. **Standard Work Year**
 - a. The standard work year for ~~unit members~~ **professional educators** shall be 190 **contract** days consisting of:
 - (1) ~~177~~ **176** instructional days
 - (2) ~~Seven (7)~~ **Eight (8)** planning days
 - (3) six (6) paid holidays
 - b. The traditional state-wide in-service day shall ~~no longer~~ **not** be part of the 190-day work year.
 - c. The District ~~will~~ **shall** notify all schools and departments that no activities are to be scheduled by the District for **Association P.A.T.** representatives on the Monday preceding the beginning of the work year. (*Copied in A2D.*)
 - 2. **Extended/Reduced Work Year**
 - a. **Beginning in the 2014-15 school year, the District, at its discretion, may extend the standard work year by up to two (2) days, which shall be paid at a per diem basis, provided that extended days would have to be cut prior to a reduction in staffing levels.**
 - b. **Beginning in the 2014-15 school year, the District, at its discretion, may extend the standard work year for professional educators who work in priority and focus schools by up to three (3) additional professional development days paid at the professional educator's per diem rate of pay. These days shall be scheduled contiguous to the standard school year through a collaborative process between the professional educators and the building administration. (*Intent is to allow for the days to replace professional development already in the standard school year or to add more days before and/or after the year. Days may be broken up to segments to be used in late starts or early dismissals. As a result, more instructional time may be gained.*)**
 - c. The District shall determine the number of additional contract days in 2a and/or 2b prior to the beginning of the staffing process in the preceding school year.
 - d. ~~Unit members~~ **Professional educators** who agree to work beyond the 190-day work year shall be paid a daily rate of pay computed at 1/190 of their annual basic salary. **With the exception of Sections 2e, 2f, 2g, and 8 below, professional educators shall not be assigned work beyond the standard work year unless there is mutual agreement between the administrator and the professional educator.** ~~Unit members~~ **Professional educators** who work less than the 190-day work year shall have their salary adjusted downward using the same daily rate of pay formula.
 - e. ~~Head High School/Middle School~~ Librarians shall be placed by the District on a work year of 200 days. Up to ten (10) additional days will be available when warranted by workload **and mutually agreed upon by the administrator and the librarian.** ~~Any other librarians may be placed by the District on a work year of up to 210 days. Central~~

Staff Professional Librarians are employed on a twelve-calendar month basis with one (1) month vacation pay.

- f. ~~Central Counselors shall be placed by the District on a work year of 200 days. and may be extended to 210 days.~~ **Up to ten (10) additional days will be available when warranted by workload and mutually agreed upon by the administrator and the counselor.**
- g. Athletic Directors may be placed on a work year of 198 days with the approval of his/her supervisor.

(Section 3 above was moved from Appendix B, Section 8 and Section 4 on page 75.)

2. Holidays:

- a. **The six paid holidays shall be: Labor Day, Veterans Day, Thanksgiving, New Year's Day, Presidents Day, Memorial Day.**
- b. To receive pay for a paid holiday, a ~~unit member~~ **professional educator** must work (or be on paid leave) on the workday immediately preceding or following the holiday. If the first day of work for the newly hired ~~unit member~~ **professional educator** is immediately following the holiday the ~~unit member~~ **professional educator** will not receive pay for the holiday.

4. Planning Days:

~~The District may designate one (1) of the planning days for staff development.~~

- a. A minimum of two (2) planning days shall be scheduled prior to the first student day in the fall. One-half (1/2) of one of these planning days may be used by the administrator for meetings with ~~unit members~~ **professional educators**. **A minimum of (1) full planning day shall be reserved for professional educators to set-up and plan for the beginning of the year. In addition, there shall be one (1) day of professional development scheduled prior to the first student day.**
- b. There shall be one (1) planning day scheduled at the end of each quarterly grading period. ~~Unit members will~~ **However, professional educators shall** have a minimum of two (2) full working days to ~~prepare~~ **submit** grades/progress reports at the end of each grading period. *(Professional educators will report issues to supervisors who will work to extend timelines if need be.)*
- c. On planning days other than those held prior to the beginning of the student year **and those scheduled at the end of each quarterly grading period**, ~~a meeting not to exceed one (1) hour may be held. When two (2) such planning days are consecutive, a meeting not to exceed two (2) hours may be held. on each of the two (2) days.~~
- d. One-half (1/2) of planning day time may be used by administration for meetings with Child Development Specialists, Social Workers, School Psychologists, Audiologists, and Student Service Specialists.
- e. **Special Education Case Management Time:**

~~Beginning in 1999-2000,~~ In addition to contractually provided planning days, special education ~~unit members~~ **professional educators required** assigned to conference with parents and write IEPs shall be provided **four (4)** ~~three (3)~~ days of released time, per year, for that purpose. A special education ~~unit member~~ **professional educator** may elect to use these days or the equivalent hours before or after the school year or outside his/her workday at his/her per diem hourly rate of pay.

5. Evening Events / Parent-Teacher Conferences

- a. ~~Teacher participation~~ **Professional educators may be required to participate** in up to three (3) evening school events per school year. ~~may be required.~~ However, principals will make a reasonable effort to see that ~~teachers~~ **professional educators** are not required to attend more than two (2) evening events a year. Evening ~~meetings~~ **events** shall generally last no more than two (2) hours and end by 9:00 p.m. on Monday through Thursday. ~~—A Two-week's written notice shall be provided to affected~~ **professional educators.** ~~teachers.~~ **Evening events shall generally not be required on Fridays or on days preceding holidays.**
- b. In addition, the District may have one (1) parent conference in the evening and ~~will~~ **shall**—continue the current practice of allowing one (1) **half day** ~~afternoon~~ of compensatory time for the evening parent conference. This provision does not apply to Social Workers, Child Development Specialists, School Psychologists, Audiologists and Student Services Specialists.
- c. **At the request of a parent/guardian, a professional educator shall schedule a make-up conference for the parents/guardians who missed the regularly scheduled conference.** (*Intent: If parents/guardians do not initiate requests for make-up conferences, professional educators would not be required to schedule make-up conferences.*)

7. School Calendar

By January 15 of each year, the Association shall submit to the Superintendent its recommendations regarding the school calendar for the subsequent school year. With respect to the calendar ultimately adopted, the ~~District Board~~ retains the right and authority to change the days on which school shall be held and make other adjustments to the school calendar; **provided such adjustments are consistent with this article.** (*Moved to A1d.*) No change in this calendar shall result in any reduction of the annual salary provided for **professional educators** ~~teachers~~ by this Agreement or in increasing the aggregate number of workdays without the consent of the Association. (*Copied in A1d*)

C. Workday

1. The standard workday for ~~teachers~~ **professional educators, except as provided in Section 2 below,** shall be seven **and one-half (7-1/2)** hours. ~~Unit member~~ **Workdays for professional educators** shall only be Monday through Friday.
2. The workday for Child Development Specialists, Social Workers, School Psychologists, Audiologists and Student Services Specialists shall be eight (8) hours, including a minimum of thirty (30) continuous minutes for duty-free lunch. The daily work schedules shall allow for a fifteen (15) minute rest period in the a.m. and p.m. ~~The work year shall be the same as that for teachers.~~ (*The intent is not to change any practice, since the language has no effect since this applies to all unit members.*) ~~With administrative approval, employees~~ **mutual agreement, Child Development Specialists, Social Workers, School Psychologists, Audiologists and Student Services Specialists** may arrange their daily schedule so that time required outside of normal business hours, such as evening or weekend meetings with the parents and students, fall as nearly as possible within the regular **eight (8)** hour workday and 40-hour work week. (*Intent is to maintain current practices which should be initiated by the professional educator.*) ~~The current practices in existence during 1988-89~~ for scheduling the workday for school psychologists, social workers, child development specialists, audiologists and student services specialists will continue throughout the duration of this Agreement.

3. The workday for ~~teachers~~ professional educators in the building shall begin **at least** fifteen (15) minutes before the student day ~~or a morning preparation period~~ and shall end **extend at least** fifteen (15) minutes **beyond the student day**. ~~after the last regular student period or an afternoon preparation period. (Moved to Section 14 below.)~~ **Professional educators may shall not** be required to perform duties **for more than seven-and-one-half (7 ½) minutes** ~~up to one-half of the fifteen (15) minutes~~ **immediately** before and/or **for more than seven-and-one-half (7 ½) minutes of the fifteen minutes immediately** after the student day ~~or preparation period~~. No ~~teachers~~ **professional educators** shall be required to report prior to ~~8:00~~ **7:45** a.m. or remain later than 4:00 p.m. ~~, except that the morning beginning time can be adjusted to 7:45 a.m. because of staggered bus schedules.~~ For program reasons the afternoon ending time can be adjusted to 5:00 p.m. for a few ~~teachers~~ **professional educators** in a building providing that volunteers will be solicited whenever possible. The two above exceptions will not extend the number of hours in a ~~teacher~~ **standard** workday.

~~The teacher workday in high schools shall be seven and one-half (7-1/2) hours.~~

~~In buildings other than high schools where the student day was less than six (6) hours, thirty (30) minutes during the 2009-2010 school year, it may not be increased more than fifteen (15) minutes a day in any one (1) year of this Agreement. The teacher workday in schools covered by this paragraph, including preparation periods, shall not exceed seven and one-half (7-1/2) hours a day.~~

4. ~~During the course of negotiations in 2010, the parties agreed to delete student day language in sections (A)(3) and (A)(4) of Article 20. The intent of the parties is to maximize individual student's instructional opportunities. By making such changes, it is not the intent of the parties to increase the teacher workday, workweek, or workload for any teacher~~ **professional educator**, ~~and it is not the intent of the parties to add or forecast classes for the general student body. If an administrator requests in writing that a~~ **professional educator** ~~unit member provide instruction (e.g. tutoring or small group instruction, or teaching a class) outside of the~~ **professional educator's** ~~unit member's~~ workday, and the **professional educator** ~~unit member~~ volunteers to do so, such **professional educator** ~~unit member~~ **will shall** be compensated at their per diem hourly rate of pay. *(Moved from Appendix J.)*

5. Duty-free Lunch

- a. All ~~unit members~~ **professional educators** who work two-thirds (2/3) or more shall have a minimum of thirty (30) continuous minutes of duty-free lunch. **Regardless of FTE, any professional educator who works a full day shall have thirty (30) continuous minutes of duty-free lunch on that day.**
- b. Passing time during which a ~~unit member~~ **professional educator** has direct responsibility for students shall not be part of the thirty (30) minutes duty-free lunch. ~~Teachers~~ **Professional educators** who leave the school site during such period ~~will~~ **shall** notify the school office.

6. Individual Planning Time:

- a. ~~Teachers~~ **Professional educators** who work two-thirds (2/3) **time** who directly provide instructional services to students shall be provided planning time during the workday as follows:
- (1) ~~High Schools (Grades 9-12): and Middle Schools~~ Not less than the equivalent of one (1) standard class period per day;
 - (2) **Middle Schools (Grades 6-8, except self-contained 6th grade classes): Not less than the equivalent of one (1) standard class period per day. [Our intent**

is to maintain the status quo of the arbitrator's award on planning time in grades 6-8 in K8 schools.]

- (3) Elementary Schools (Grades PK-5 and self-contained 6th grade classes) ~~and other Schools:~~ **Not less than two-hundred-and-sixty (260) minutes per standard work week (prorated for partial weeks). There shall be at least one daily block of planning time of at least forty (40) continuous minutes.** ~~forty (40) continuous minutes per day except on meeting days at which time the planning time shall be twenty five (25) minutes.~~
- (4) **Regardless of FTE, any professional educator who works a full day shall have planning time on that day.**

7. Restroom Breaks:

The building principal shall ensure that arrangements are made for restroom breaks for ~~unit members~~ **professional educators**. (*District has in C7.*)

12. Meetings / Trainings

- a. ~~Unit members~~ **Professional educators** may be required to attend meetings or training sessions for up to two (2) hours beyond the workday on Mondays or Tuesdays, but not both.
- b. This provision will apply to Child Development Specialists, Social Workers, School Psychologists, Audiologists and Student Services Specialists only if it falls within their workday/workweek provisions as set out in paragraph ~~A-13~~ **C2**.
- c. **Part-time professional educators shall not be required to attend meetings/trainings that are not contiguous with their workday. Required attendance at meetings/trainings contiguous with the workday and at evening events/parent teacher conferences shall be pro-rated for part-time professional educators.**

13. Itinerants

- a. The workday of a ~~teacher~~ **professional educator** who works in more than one (1) building or is assigned outside the District shall not exceed the workday ~~specified in paragraphs 1 and 2 above~~ and shall be covered by planning time and other provisions of this Article.
- b. An adequate amount of travel time shall be allowed for ~~unit members~~ **professional educators** who must change worksites during the workday.
- c. **Neither planning time nor the duty-free lunch time shall be used for travel time between worksites**
- d. **If there are disagreements over the itinerant professional educator's schedule and workload, the supervisor(s) and the building representative(s) shall write a summary of the dispute and submit the summary to the Human Resources and the Association for resolution.**

14. Part-time

- a. **The workday and work load for part-time professional educators shall generally be proportional to that of full-time professional educators.** (*Moved from D2 below.*)
- b. The workday for part-time ~~unit members~~ **professional educators** shall be stated as a percentage of full-time **in accordance with the chart below. Other percentages shall be calculated in the same manner.**

Workday – 7.5 Hours

Workday – 8 Hours

<u>Percentage</u>	<u>Time</u>
10% (.10)	45 minutes
20% (.20)	1 hr. 30 minutes
25% (.25)	1 hr. 53 minutes
30% (.30)	2 hrs. 15 minutes
40% (.40)	3 hours
50% (.50)	3 hrs. 45 minutes
60% (.60)	4 hrs. 30 minutes
66% 2/3%	5 hours
70% (.70)	5 hrs. 15 minutes
75% (.75)	5 hrs. 38 minutes
80% (.80)	6 hours
90% (.90)	6 hrs. 45 minutes
100% (1.0)	7 hrs. 30 minutes

<u>Percentage</u>	<u>Time</u>
10% (.10)	48 minutes
20% (.20)	1 hr. 36 minutes
25% (.25)	2 hours
30% (.30)	2 hrs. 24 minutes
40% (.40)	3 hrs. 12 minutes
50% (.50)	4 hours
60% (.60)	4 hrs. 48 minutes
66% 2/3%	5 hrs. 20 minutes
70% (.70)	5 hrs. 36 minutes
75% (.75)	6 hours
80% (.80)	6 hrs. 24 minutes
90% (.90)	7 hrs. 12 minutes
100% (1.0)	8 hours

- c. FTE for part-time professional educators may fluctuate from year to year from .5 FTE to .66 FTE, .67 FTE to .74 FTE, .75 FTE to .99 FTE based on the needs of the particular assignment. A reduction in FTE that results in a reduction of benefits/planning time/lunch etc. for the professional educator shall be considered a layoff subject to the provisions of Article 11.
- d. If there are disagreements over the part-time professional educator's schedule and/or workload, the supervisor and the building representative shall write a summary of the dispute and submit the summary to the Human Resources and the Association for resolution.

D. Work Load

1. Except as modified by the workday provisions of this Agreement, the work load of ~~unit members~~ **professional educators** shall be generally comparable to that which existed in the ~~1997-98~~ **2010-2011** school year.

2. Duties:

Duties assigned during the workday to ~~unit members~~ **professional educators** shall not infringe upon their duty-free lunch period and/or planning and preparation time. Good faith consideration of fairness and balance will be made in assigning such duties to unit members **professional educators**. (*Moved from C10.*)

3. Progress/Grade Reports:

~~Unit members~~ **Professional educators** shall will be responsible for no more than four (4) progress/grade reports per year, except a mid-term report may be necessary when a student is in danger of failing or her/his behavior or achievement shows a significant decline.

3. ~~Teachers~~ **Professional educators** shall make arrangements as may be necessary to meet with students and parents at reasonable times outside the normal workday. Regularly scheduled parent conference days are not covered by this Section.

4. Every effort will be made to employ substitute teachers to cover classes of absent teachers; and, ~~unit members~~ **professional educators** shall not be required to substitute for other ~~unit members~~ **professional educators** except in true emergency situations. ~~Teachers may request up to two (2) substitutes.~~ **The District shall maintain a system that allows professional educators an option to select their preferred substitutes.**

5. **IEPs**

- a. ~~Beginning in 1999-2000, Unit members~~ **Professional educators** who are required to conference regarding IEPs shall have a substitute provided to allow for such meetings to occur within the workday. If a ~~unit member~~ **professional educator** volunteers to attend such conference outside of the workday, such member shall be compensated at his/her per diem hourly rate for conferences **which take place beyond the contract day.**
 - b. ~~Beginning in 1999-2000, Unit members~~ **Professional educators** who are required to write student plans other than IEPs, including Gifted Student plans or 504 plans, shall be provided at the ~~member's~~ **professional educator's** option either release time or compensation at his/her per diem hourly rate. One hour ~~will~~ **shall** be allotted per each student plan.
6. The District shall supply and maintain materials in current adoptions. ~~All unit members shall have access to a copy machine and an adequate amount of paper to meet the required needs of instruction. (Moved from Article 12, Section A 4. District still has in Article 12, A4.)~~ The District shall provide ~~unit members~~ **professional educators** with related core instructional materials and an opportunity for in-service before requiring implementation of new adoptions, programs or curricula. ~~(Moved from Article 15, Section C. District has in 15D.)~~

~~Commencing in the 2000-2001 school year each unit member of the bargaining unit will shall receive seventy five dollars (\$75) one hundred dollars per school year to purchase materials. This stipend is in addition to those materials and supplies that are normally budgeted by the District. (Moved from Article 12, Section A6. Moved to 21,F.)~~

7. ~~Each unit member~~ **professional educator** may request access to a phone in a private area during the ~~time they are on duty~~ **the contract day**, and a good faith effort will be made to provide such access. ~~(Moved from Article 12, Section E.)~~
8. Unit members shall have access to a computer as may be necessary to carry out their responsibilities. ~~(Moved from Article 12, Section F.)~~

~~All unit members professional educators shall have access to a copy machine and an adequate amount of paper to meet the required needs of instruction. (Last line moved from #11 above.)~~

9. ~~Each unit member~~ **professional educator** ~~will~~ **shall** be compensated for up to four (4) hours at the ~~unit member's~~ **professional educator's** hourly rate for disassembling and reassembling materials for remodeling/painting in the ~~unit member's~~ **professional educator's** classroom, or the ~~employee~~ **professional educator** may have a half (1/2) day substitute at his/her option. **Professional educators shall not be asked to move furniture and other heavy classroom items.**

10. **Workload Committee**

- a. **Beginning no later than March 2014, the District and the Association shall establish a Workload Committee consisting of ten (10) members; five appointed by the association and five (5) appointed by the District. Association-appointed**

representatives shall be released, without loss of pay, to participate in Workload Committee activities. The District shall provide substitutes as necessary.

- b. The Workload Committee shall consider options for eliminating aspects of current workload including:
 1. developing a mechanism for reviewing issues and data (including budget information) relating to then various elements that impact workload;
 2. offsetting new workload created by new initiatives/mandates including:
 3. equity of duties;
 4. substitute coverage for testing;
 5. workload for special education;
 6. access to assessment kits for special education specialists; and
 7. Other options developed by the Committee.
- c. A professional educator who has a concern about her/his workload or who believes her/his workload is inequitable shall first discuss the concern with her/his immediate supervisor. If the concern is not resolved by the supervisor, the professional educator may file a written request for review by the Workload Committee.
 1. The Workload Committee shall consider at least the following factors:
 - a. The instructional level of the classroom (e.g. elementary, middle level, high school);
 - b. The number of students assigned to the classroom or to the professional educator;
 - c. The average number of students assigned to similar classrooms or professional educators;
 - d. The number and characteristics of students with special needs;
 - e. The availability of educational assistants or other special assistance; and
 - f. Any other relevant factors identified by the professional educator, the administrator or supervisor, or the Committee.
 2. The Workload Committee shall consider the following options for recommendation/resolution:
 - a. Transfer or reassignment of students to balance classroom assignments/caseloads;
 - b. Adding certified or classified staff;
 - c. Assistance or additional time for specific activities such as grading or reporting grades;
 - d. Reduction of other duties;
 - e. Financial, physical space, time or other limitations; or
 - f. Any other option deemed reasonable by the Committee
 3. For recommendations concerning Section D5c, the Chief Academic Officer (CAO) or designee shall receive the recommendation of the Workload Committee and make a final decision within (10) days.
- d. The Superintendent may adopt, implement or submit Workload committee recommendations to the Board of Education for its consideration, unless a duty to bargain is triggered.
- e. The Workload Committee shall not have the authority to modify the terms of the collective bargaining agreement.

Tentative Agreement – 02/18/14

ARTICLE 21 PROFESSIONAL COMPENSATION

A. Retirement Contributions Assumed

In the event Ballot Measure 8 is found unconstitutional by the Oregon Supreme Court, the parties agree to discuss employer PERS pick up under the following conditions: With respect to all **professional educator** unit member compensation earned for services performed, the District shall continue to cease withholding from unit member's monthly salaries the contributions required by ORS 237.071, 239.201 and 239.203 and shall "pick up," assume and pay the amount legally authorized employee contribution to the Employees Retirement Fund for the unit members then participating in the Public Employees Retirement System (PERS). The full amount of required contributions "picked up" and paid to PERS shall be considered as "salary" for the purpose of computing a unit member's "final average salary," but shall not be considered "salary" for the purposes of determining the amount of contribution required to be contributed pursuant to ORS 237.071. Such contributions shall be credited to unit member accounts in PERS and shall be considered to be unit member contributions for the purposes of ORS 237.001 to 237.320. In the event PERS "pick up" becomes unlawful, the salary schedule shall be increased by six percent (6%) at each step.

A. Salary Schedules *(See accompanying compensation proposal.)*

1. Index. The salary schedule index is **indices are** set forth in Appendix A-1. *(See accompanying compensation proposal.)*
2. Appendix A-2 sets forth the basic annual salaries for the period July 1, **2013**, through June 30, **2014**. ~~Effective at the beginning of the first payroll period following ratification of this Agreement by the membership of the Association,~~ **The 2013-14 salary schedule shall be increased by 2.3% retroactive to July 1, 2013.**
3. **Appendix A-3 sets forth the basic annual salaries for the period between July 1, 2014 and June 30, 2015. Effective July 1, 2014, the salary schedule shall be increased 2.3%.**
4. **Appendix A-4 sets forth the basic annual salaries for the period between July 1, 2015 and June 30, 2016. Effective July 1, 2015, the salary schedule shall be increased by 2.3%.**
5. **Professional educators with a doctorate degree in field related to assignment shall receive an additional \$1500 per school year.**
6. **Professional educators who have received and retain a National Board Certification shall receive an additional \$1500 per school year.**

B. Salary Placement

1. Educational Credit

All professional educators shall be placed on the salary schedule based upon their prior work experience and education/training level.

(The intent is to incorporate sections from the Inservice Guidelines document, dated 7/1/1989, on salary placement for graduate credits earned prior to licensing.)

2. Experience Credit

- a. Newly hired temporary or probationary **professional educators** ~~teachers~~ who have previous ~~teaching~~ **experience working in a PK-12 school setting** where the responsibility was similar to that of **professional educators** ~~teachers~~ in the Portland Public Schools shall be given experience credit on the following basis:
 - (1) One (1) year of credit for each full year of full-time ~~teaching~~ **experience** (minimum one hundred thirty-five (135) days within the regular school year); and
 - (2) One (1) year of credit for each two (2) years of part-time ~~teaching~~ **experience** that is half-time or more but less than full-time (minimum of one hundred thirty-five (135) days within the school year).
 - (3) Verification of ~~teaching~~ experience will be made by the Human Resources Department.
- b. Central Staff Professional Librarians, **and other** Central Office ~~unit members~~ **professional educators**, shall be placed on the salary schedule in accordance with the educational requirements for teachers. In determining years allowed for the equivalency of outside experience for teacher-librarians, teachers of speech and hearing and teachers in special schools who are otherwise qualified, one hundred thirty-five (135) days, while employed on a professional full-time basis, shall be counted.
- c. Any ~~unit member~~ **professional educator** who resigns shall, upon re-employment, be placed on the salary schedule on the same basis as a new hire, except that, if the ~~unit member~~ **professional educator** completes the year and is re-employed prior to opening of school the succeeding year, the Superintendent may use his discretion in recommending to the ~~District Board~~ that the resignation be rescinded.
- d. ~~Kindergarten or nursery school t~~ Teaching experience shall be granted **for prior kindergarten or nursery school teaching provided** if the teaching was ~~done in a licensed position and~~ in a standard school administered by the public school system, or in a private school accredited or approved under state laws of standardization.
- e. **Full-time** administrative and teaching experience in an accredited institution of higher education shall be counted as teaching experience, provided such experience consisted of at least one hundred thirty-five (135) days within a school year. (*Intent: not retro-active.*)
- f. Credit for a sabbatical leave of absence for study during previous employment with this District shall be allowed as experience, subject to the 135 days school year criterion. No credit for leaves of absence from a school district outside of ~~Portland~~ **PPS** will be allowed as experience.
- g. Salary adjustments on the basis of experience will be made only after official verification, and shall become effective during the payroll period in which approved. ~~and the year in which approved and the year in which the adjustment occurs.~~ Such salary adjustments will not be retroactive, except that experience verified within sixty (60) days of the start of employment shall be retroactive to the first day of employment.
- h. ~~It shall be the policy to verify. p~~ Previous experience by an official statement from the ~~appropriate school district, agency or county official.~~ In the event that records have been destroyed, a notarized statement from two (2) responsible ~~citizens~~ **adults**, other than relatives, having knowledge of the unit member's experience, may be accepted.
- i. A **professional educator** ~~teacher~~ assigned to a vocational teaching position shall be granted salary credit for a related vocational experience on the following basis:

- (1) Non-degreed ~~teacher~~ applicants shall be eligible for placement on the “BA” column of the ~~teachers’~~ salary schedule provided they have four (4) years of verifiable work experience in an occupational field related to the teaching assignment. They shall receive one (1) salary step for each year of experience in excess of four (4) years but not to exceed ten (10) years of credit. Eight (8) months of experience in a 12-month period shall be considered to be one (1) year of experience.
- (2) Degreed ~~teachers~~ **applicants** who are required to have related work experience in order to qualify for a vocational license shall receive credit for each year of work experience required for the licensure. Eight (8) months of experience in a 12-month period shall be considered the public school system, or in a private school accredited or approved under state laws of standardization.

~~Teachers of distributive education classes must verify two (2) years of sales or sales-related experience in order to qualify for their teaching licenses. Two (2) years of teaching experience for salary purposes shall be granted on this basis, subject to the eight-month rule.~~

- j. School psychologists’ placement and progression shall be on the MA+45/BA+105 column of the ~~teachers’~~ salary schedule with one (1) step for each full year of experience as a full-time school psychologist and one (1) step for each year of experience as a teacher, counselor, clinical psychologist or similar occupation.
- k. Speech and **L**anguage **P**athologists’ placement and progression shall be on the MA+45/BA+105 column of the ~~teachers’~~ salary schedule with one (1) step for each full year of experience as a full-time teacher or speech and language pathologist and one (1) step for each two (2) years of experience as a part-time teacher or speech and language pathologist with part-time meaning at least half time.
- l. ~~In the case of social workers, Plus hour credit shall be given for course work taken following obtaining a Master of Social Work degree (MSW). For newly employed social workers, one (1) year of experience credit shall be given for each full year of experience as a social worker with a **Master of Social Work degree** (MSW), and one (1) year of experience credit for each one (1) year of experience as a social worker prior to a MSW or as a teacher, counselor, caseworker, or similar occupation. Plus hour credit shall be given for course work taken following obtaining a Master of Social Work degree (MSW). (Moved from beginning of paragraph.)~~
- m. ~~In the case of child development specialists, behavior management specialists and student service specialists,~~ Placement on the salary schedule **for child development specialists, behavior management specialists and student service specialists** shall be as follows:
 - (1) One step for each full year of experience as a social worker, teacher, counselor, child development specialist, behavior management specialist, student service specialist or **in a similar occupation as determined by the District.**
 - (2) Credit will be given for relevant course work beyond a Bachelor Degree taken after initial employment in a position similar to that as a social worker, teacher, counselor, child development specialist, behavior management specialist, student service specialist or similar occupation. Credit will be given for Master’s degree.

C. Salary Advancement

1. Advancement by reason of change in educational status (**lane advancement**) shall be in accordance with **the article on Professional Growth.** ~~the article on Professional Growth / Inservice Classes.~~

2. Employees, who earn a credit level necessary to advance to another column on the salary schedule, shall be paid at the new salary level within twenty (20) workdays of supplying verification to the District. Such salary adjustments will not be retroactive, except that credits verified by October 31 shall be retroactive to the beginning of the school year. ~~within twenty (20) workdays of supplying verification to the District. (originally from Article 15, A2).~~
3. ~~Annual salary increments shall be granted July 1 for any professional employment after that date.~~ **Effective July 1 of each year, professional educators, except those on the highest step of each column, shall receive a step increase.**
4. A ~~unit member~~ **professional educator** who works half-time or more shall be entitled to an increment if s/he works fifty percent (50%) or more of his/her work year. Regularly credited sick or other paid leave for which ~~unit members~~ **professional educators** receive full or partial pay shall count as days worked.

D. Payroll Checks

1. ~~Unit members~~ **Professional educators** may individually elect to receive their annual compensation on ten (10) or twelve (12) equal monthly payments by submitting their request in writing to the District's Payroll Office prior to the end of the preceding school year. In the absence of such written request, twelve (12) payments will be deemed to have been selected.
2. The method of payment selected by a ~~unit member~~ **professional educator** cannot be changed during the course of the school year.
3. In cases where payments on a 10-month basis are selected, the last payment will be subject to the three months of authorized payroll deductions, (i.e., ~~unit member~~ **professional educator** contributions to health and welfare insurance, credit union, etc.), except for Association dues and fair share deductions.
4. ~~Unit members~~ **Professional educators** shall be paid on the last ~~teacher workday~~ business day of the month. ~~except for June.~~ During the summer period checks shall be mailed to the designated address of the unit member ~~professional educator~~, at the end of each month. The parties shall continue to discuss the possibility of moving to a system of bi-monthly paychecks.
5. If a ~~professional educator~~ **professional educator** unit member resigns, retires, or is dismissed before receiving the entire number of monthly payments selected under Paragraph 1, the District shall **make a lump sum payment within two (2) business days to the professional educator.** ~~continue to make monthly payments on all earned but unpaid salary in equal payments in accordance with such designation or in a lump sum payment. If the professional educator unit member desires a lump sum payment s/he shall make such written request to the District.~~
6. Salary payments for extended responsibility assignments of a seasonal nature, such as coaching, shall be paid at the ~~unit member's~~ **professional educator's** option: (a) in a lump sum at the end of a season, or (b) prorated over a three-month period during the season, or (c) prorated over the months remaining in the work year following the beginning of that season. ~~In addition, if a unit member has actually started the seasonal extended responsibility assignment during a school year, except for insufficient student participation, s/he will receive the entire salary for that assignment unless the unit member is physically unable to perform. (Moved to Article 9 Section C and amended.)~~
7. **Part-time and Extended Contracts**

- a. **Professional educators, who work less than full-time, shall be paid at a pro-rata portion of the full time salary. Part-time contracts shall be paid out over the regular 10- or 12-month paychecks. Other unpaid leave/time shall be deducted in the next paycheck.**
- b. **Professional educators, who are granted an extended contract to work beyond the normal work year, shall be paid at their normal per diem rate for each additional day (or portion thereof). Extended contracts that are known at the beginning of the year shall be paid out as part of the normal paychecks (over 10 or 12 paychecks). Other extended hours/contract days shall be paid in the next month's paycheck after the work has been completed.**

E. Special Salary Provisions *(Moved from Appendix B.)*

All special salary placements are set forth in ~~Appendices B & C.~~

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

~~Rate of pay for all professional educators on special professional assignment by the appropriate administrator shall be prorated on their annual salary. (Moved from Appendix B, Section 3.)~~

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

- a. **The daily rate for the base salary is the per diem rate of the base salary in Appendix A (Step 1 on the BA+0 column).**
- b. **Professional educators working** in the regular day school, evening high school, and home instruction program shall receive ~~Forty Dollars and Eighty-Nine Cents (\$40.89)~~ .22 times the daily rate for the base salary per hour. Such ~~teachers~~ **professional educators** shall not teach more than two (2) hours per day or five (5) hours in any one day of the week. *(Moved from Appendix B, Section 1.)*
- c. **Professional educators** ~~Unit members~~ assigned as Student Activity Advisors and for student supervision at times after the workday pursuant to the ~~Memorandum of Understanding dated February 1, 1990,~~ shall be paid ~~Fifteen Dollars (\$15.00)~~ **0.13 times the base salary daily rate per hour** an hour. Non-paid volunteers may be used in these positions only if, ~~due to a lack of funding,~~ such positions would not otherwise be filled by unit members. *(Moved from Appendix C, Section 3.)*
- d. A **professional educator** ~~teacher~~ appointed to substitute in an administrative or supervisory position shall be paid his/her teaching salary plus ~~Thirty One Dollars and Sixty One Cents (\$31.61)~~ **0.17 times the base salary daily rate** per working day for a short-term emergency period. When the **professional educator** ~~teacher~~ assumes full responsibility for the **administrative or supervisory** position for an extended period of time, s/he shall receive the pay of the regular appointment. ~~Such teacher~~ **A professional educator** who serves in such position while the principal is in the city, but out of the building for one-half (1/2) day or more, shall receive such pay. If a principal is out of the city or incapacitated, a substitute for the **professional educator** ~~teacher~~ shall also be provided in addition to such pay. *(Moved from Appendix B, Section 5.)* (
- e. Rate of pay for teachers of in-service classes shall be ~~Three Hundred Seventy Five Dollars (\$375)~~ **2.0 times the base salary daily rate** per credit hour.

- f. ~~Teachers~~ **Professional Educators** of Outdoor School shall receive an additional **0.65 times the base salary daily rate. ~~for the base salary~~ ~~Hundred Twenty Dollars (\$120)~~ per day. **If Outdoor School is held on a Sunday, and the professional educator volunteers to work, he/she shall be paid 1.3 times the base salary daily rate.****
- g. Rates of pay for ~~summer school teachers~~ **professional educators for each half-day session of summer school** shall be ~~Six Hundred Two Dollars and Eighty One Cents (\$602.81)~~ **3.2 times the base salary daily rate.** ~~for one half (1/2) day session.~~
- g. ~~Coordinators in horticultural instruction shall receive 16% of base in addition to regularly established salary. (Moved from Appendix B, Section 6.) Moved to Appendix C.)~~
- h. ~~With respect to 2012-2013 The above rates in paragraphs 1, 5, and 10 will be increased at the same percentage as that applied to the base salary step on the salary schedule. (Moved from Appendix B, Section 10.) (Deletion of this item is contingent upon changing the rates in this section to a percent of base salary.)~~

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

H. Fingerprinting

The District agrees to annually budget a fund to pay for the cost of fees charged by agencies for fingerprinting and the accompanying criminal check required by TSPC or the ODE. *(Moved from Article 16.)*

I. Materials and Supplies Stipend

Each member of the bargaining unit will ~~professional educator shall~~ receive ~~seventy five dollars (\$75)~~ **one hundred dollars (\$100)** per school year to purchase materials. This stipend is in addition to those materials and supplies that are normally budgeted by the District. *(Moved from Article 12.)*

TENTATIVE AGREEMENT – 021814

ARTICLE 22 RETIREMENT ALLOWANCES; SEVERANCE PAY

- A. ~~For net severance pay, credits accrued on and between July, 1971, to June 30, 1974, teachers shall be entitled payments upon termination of employment to the extent they would have been entitled thereto had the severance pay plans provided for in the 1971 Professional Agreement and the 1973 Professional Agreement remained in operation in accordance with their terms and to the extent that such credits are not hereafter eliminated by the use of sick leave days under circumstances which would eliminate the severance pay credit where the plan continued in operation.~~
- B. ~~Except as provided in Section A, the severance pay plan previously in effect shall not operate after June 30, 1974.~~

A. Unused Sick Leave

Pursuant to Chapter 646, Oregon Laws 1973 (Senate Bill 622), the District shall request that the Public Employees Retirement Board add to the gross amount of salary used in determining the “final average salary” as defined in ORS 237.003(12) (for utilization in determining total retirement allowances) the monetary value of one-half (1/2) of the accumulated unused sick leave for each **professional educator** unit member of the District. ~~whose retirement is first effective on or after July 1, 1973.~~

B. Early Retirement Incentives

1. Insurance

- a. The District shall contribute to the **School District No. 1 Health and Welfare** Trust the cost of medical/hospitalization plan for **professional educators** ~~unit members~~ who: (a) elect early retirement ~~on or after June 30, 1998~~ and are eligible to retire under the Public Employees Retirement System (PERS); (b) have completed at least fifteen (15) years of service with the District **by September 30, 2016**; (c) are at least sixty (60) years of age, but not yet eligible for Medicare; and (d) are eligible under such plan then offered by the Trust.
- b. The District shall pay one-half (1/2) of the cost for the spouse/or domestic partner of the retiree enrolled in the Plan.
- c. For retirees, the list of benefits in existence on the date of execution of this Agreement shall be maintained by the District for the full term of this Agreement.
- d. Self-pay for such cost shall be available for qualified early retirees exercising this option to age sixty (60). This provision shall also apply, for up to five (5) years or until eligible for Medicare, whichever comes first, for **professional educators** ~~unit members~~ who become unable to work because of disability as determined by PERS, or the Disability Insurance Program provided by the Health and Welfare Trust. **After June 30, 2016**, a qualifying retiree below age sixty (60) must maintain their coverage in order to be eligible for District contributions to commence at age sixty (60). ~~A professional educator~~ ~~An employee below age sixty (60), however,~~ may elect to have District contributions commence upon retirement, but the District shall then cease its contributions at the end of sixty (60) months. Such **professional educator** employee may continue to maintain his/her coverage on a self-pay basis until age sixty-five (65). (*Section moved from Article 14.*)

2. Stipend

The District shall provide an early retirement incentive **of four hundred twenty-five dollars (\$425)** to **professional educators** ~~unit members~~ of half-time or more who elect early retirement. ~~The amount in 1998-1999 shall be four hundred seventy-five dollars (\$475). The amount in 1999-2000 shall be four hundred sixty-five dollars (\$465). The amount in 2000-2001 shall be four hundred fifty dollars (\$450). The amount in 2001-2002 shall be four hundred twenty-five dollars (\$425).~~ To qualify, **professional educators** ~~unit members~~ must meet the following criteria:

- a. They must be eligible to retire under the Oregon Public Employees Retirement System, and
 - b. They must have **accumulated** fifteen (15) years of ~~consecutive~~ service with the District by September 30, 2016 ~~in a position that is covered by the bargaining unit.~~
2. Such payments shall extend for sixty (60) months or until the **professional educator** ~~unit member~~ reaches age sixty-two (62), whichever is first. A **professional educator** ~~unit member~~ must give written notice of retirement no later than sixty (60) days prior to the effective date. ~~In the event of a reduction in force as described in Article 11, the fifteen (15) years of service requirement will be reduced to ten (10) for unit members within the categories from which staff reduction must occur.~~ Upon death of a **professional educator** ~~unit member~~ receiving the early retiree incentive, the remaining payments will be made to the surviving spouse or estate of the retiree.

C. Early Notice of Retirement:

Professional educators who give early notice of retirement shall receive early notice incentives in accordance with the provisions of Article 10, Section B1.

TENTATIVE AGREEMENT – 021814

**ARTICLE 23
DURATION**

- A. This Agreement shall become effective the 1st day of July, ~~2014~~ **2013** and shall continue through June 30, **2016**.
- B. Should there be an intervening change in financial resources available to the District which would demonstrably and drastically reduce the District's revenue, and thus, fiscal stability below the level being planned for at the time of the development of this agreement, the parties will meet to analyze the impact and resulting status and to mutually make modifications that may be judged to be necessary and in the best interests of the parties.

TENTATIVE AGREEMENT – 12/17/2013

ARTICLE 24

EXTENDED RESPONSIBILITY

- A. Extended responsibility pay is for activities and responsibilities performed, primarily, outside the standard workday. It is understood that, except for those that are extensions of the classrooms **or job assignment**, ~~extra~~ **extended** responsibility pay positions are voluntary. *(Moved from Appendix C, Section 8.)*
- B. **Extended responsibilities that are an extension of the assignment are indicated on Appendix C by *. Such extended responsibilities shall be required and shall be automatically calculated in the professional educator’s salary. If the school does not have a regular classroom assignment (e.g. no newspaper class), than the extended responsibility would not be included under this section. In such cases, the extended responsibility would be voluntary.**
- C. **When part-time professional educators hold an extended responsibility, the percentage of the extended responsibility shall be determined by what portion of the responsibility they are responsible for. For example a .5 FTE professional educator who is responsible for a full coaching extended responsibility shall be paid 100% of the extended responsibility rate. However a .5 FTE TOSA shall receive .5 of the extended responsibility rate with the expectation that she/he perform .5 of the extended responsibility duties.**
- D. **Professional educators** ~~Unit members assigned with an~~ **extended responsibilities responsibility assignment** as set forth in Appendix C, attached to and incorporated in this Agreement, shall be compensated in accordance with the provisions of this Agreement without deviation. *(Moved from Appendix B, Section 9.)*
- E. ~~Unit members will~~ **Professional Educators shall** not be required to participate in non-district sponsored activities as a prerequisite to being placed in ~~extra~~ **extended** responsibility positions. *(Moved from Appendix C, Section 12.)*
- F. ~~Unit members~~ **Professional Educators** may request information regarding the general expectations for the extended responsibility assignment before ~~they~~ **accepting** ~~commence~~ the assignment. *(Moved from Appendix C, Section 13.)*
- G. ~~When a category of positions is added or “Special Project Assignments” which continue more than two (2) years are not addressed in this Appendix C, the District will refer such issue to a Contract Administration agenda with the Association for review and, inclusion into the Appendix C pay schedule.~~
- G. The Extended Responsibility Base amount **rate shall be the BA, step 1 rate.** ~~is the figure against which All extended responsibility percentages in Appendix C shall be calculated using this base rate.~~ ~~are factored for the duration of this Agreement. These are the amounts to be used for figuring extended responsibility pay: —~~
- | | | |
|---------------------|-----------|-------------------------------------|
| <u>2013-2014</u> | <u>\$</u> | <u>(See compensation proposal.)</u> |
| <u>Future years</u> | <u>\$</u> | <u>(See compensation proposal.)</u> |

(Copied from Appendix C first paragraph.)

- H. Placement on the extended responsibility schedule shall be based on prior experience in the particular position. However, experience in a category with more than one level shall apply to another level (e.g. vocal music A and B). Experience as an assistant coach shall not be counted toward experience as a head coach.
- I. ~~Increases for extended responsibility pay for Athletic Directors become effective beginning July 1, 2009.~~ Experience credit shall be given for each year in a particular extended responsibility position.
- J. With the exception of extended responsibility positions that are an extension of the classroom or assignment, extended responsibility positions are voluntary, but when filling these positions, the District will give first priority to current bargaining unit members.

K. Extended Responsibilities Committee

A joint committee of six (6) members (three (3) designated by the Association and three (3) by the District) shall be formed to review the extended responsibility schedule (Appendix C). This Committee is expected to:

1. Review and/or develop current job descriptions for all extended responsibilities positions.
2. Develop a comparison of the extended responsibilities pay with comparable positions in other school districts in the Portland metropolitan area.
3. Develop a classification system for extended responsibilities taking into consideration the number of students, number of events, hours worked and length of season.
4. Make recommendations to the Superintendent and the Association President in the rate of pay based on the classification system developed above.
5. Make recommendations to the Superintendent and the Association President for deletions, additions and changes to the list of position on the extended responsibilities schedule.
6. Develop a system to review requests to add new extended responsibilities positions or to change the rate of pay for current positions based on the point systems developed above.
7. Extended responsibilities indicated by a double asterisk (**), shall be reviewed by the Extended Responsibility Committee to determine whether they shall be continued or deleted from the schedule. No new extended responsibility contracts in these areas shall be granted until the Committee completes its review.
8. The Committee shall meet within three months of ratification of the Agreement.

**APPENDIX A-1
INDEX TO SALARY SCHEDULE EFFECTIVE JULY 1, 2011**

	<u>BA+0</u>	<u>BA+15</u>	<u>BA+30</u>	<u>BA+45</u>	BA+60 M+0	BA+75 M+15	BA+90 M+30	BA+105 M+45
A	1-0000	1-0450	1-0920	1-1412	1-1925	1-2462	1-3023	1-3609
B	1-0340	1-0805	1-1292	1-1800	1-2331	1-2886	1-3465	1-4071
C	1-0692	1-1173	1-1675	1-2201	1-2750	1-3324	1-3923	1-4550
D	1-1055	1-1553	1-2072	1-2616	1-3183	1-3777	1-4397	1-5044
E	1-1431	1-1945	1-2483	1-3045	1-3632	1-4245	1-4886	1-5556
F	1-1820	1-2351	1-2907	1-3488	1-4095	1-4729	1-5392	1-6085
G	1-2221	1-2771	1-3346	1-3947	1-4574	1-5230	1-5916	1-6632
H	1-2637	1-3206	1-3800	1-4421	1-5070	1-5748	1-6457	1-7197
I	1-3067	1-3655	1-4269	1-4911	1-5582	1-6283	1-7016	1-7782
J	1-3511	1-4119	1-4754	1-5418	1-6112	1-6837	1-7595	1-8386
K	1-3970	1-4599	1-5256	1-5942	1-6660	1-7410	1-8193	1-9012
L	1-4758	1-5408	1-6088	1-6797	1-7539	1-8314	1-9125	1-9971

**APPENDIX A-1
INDEX TO SALARY SCHEDULE EFFECTIVE JULY 1, 2013**

	<u>BA+0</u>	<u>BA+15</u>	<u>BA+30</u>	<u>BA+45</u>	BA+60 M+0	BA+75 M+15	BA+90 M+30	BA+105 M+45
A	1.0000	1.0450	1.0920	1.1412	1.1925	1.2462	1.3023	1.3609
B	1.0340	1.0805	1.1292	1.1800	1.2331	1.2886	1.3465	1.4071
C	1.0692	1.1173	1.1675	1.2201	1.2750	1.3324	1.3923	1.4550
D	1.1055	1.1553	1.2072	1.2616	1.3183	1.3777	1.4397	1.5044
E	1.1431	1.1945	1.2483	1.3045	1.3632	1.4245	1.4886	1.5556
F	1.1820	1.2351	1.2907	1.3488	1.4095	1.4729	1.5392	1.6085
G	1.2221	1.2771	1.3346	1.3947	1.4574	1.5230	1.5916	1.6632
H	1.2637	1.3206	1.3800	1.4421	1.5070	1.5748	1.6457	1.7197
I	1.3067	1.3655	1.4269	1.4911	1.5582	1.6283	1.7016	1.7782
J	1.3511	1.4119	1.4754	1.5418	1.6112	1.6837	1.7595	1.8386
K	1.3970	1.4599	1.5256	1.5942	1.6660	1.7410	1.8193	1.9012
L	1.4758	1.5408	1.6088	1.6797	1.7539	1.8314	1.9125	1.9971
M	1.5053	1.5716	1.6410	1.7133	1.7890	1.8680	1.9508	2.0370

**APPENDIX A-1
INDEX TO SALARY SCHEDULE EFFECTIVE JULY 1, 2014**

	<u>BA+0</u>	<u>BA+15</u>	<u>BA+30</u>	<u>BA+45</u>	<u>BA+60</u> M+0	<u>BA+75</u> M+15	<u>BA+90</u> M+30	<u>BA+105</u> M+45
A	1.0000	1.0450	1.0920	1.1412	1.1925	1.2462	1.3023	1.3609
B	1.0340	1.0805	1.1292	1.1800	1.2331	1.2886	1.3465	1.4071
C	1.0692	1.1173	1.1675	1.2201	1.2750	1.3324	1.3923	1.4550
D	1.1055	1.1553	1.2072	1.2616	1.3183	1.3777	1.4397	1.5044
E	1.1431	1.1945	1.2483	1.3045	1.3632	1.4245	1.4886	1.5556
F	1.1820	1.2351	1.2907	1.3488	1.4095	1.4729	1.5392	1.6085
G	1.2221	1.2771	1.3346	1.3947	1.4574	1.5230	1.5916	1.6632
H	1.2637	1.3206	1.3800	1.4421	1.5070	1.5748	1.6457	1.7197
I	1.3067	1.3655	1.4269	1.4911	1.5582	1.6283	1.7016	1.7782
J	1.3511	1.4119	1.4754	1.5418	1.6112	1.6837	1.7595	1.8386
K	1.3970	1.4599	1.5256	1.5942	1.6660	1.7410	1.8193	1.9012
L	1.4446	1.5094	1.5774	1.6485	1.7228	1.8004	1.8814	1.9664
M	1.4939	1.5609	1.6313	1.7047	1.7816	1.8618	1.9456	2.0335

**APPENDIX A-2
SALARY SCHEDULE FOR JULY 1, 2011--JUNE 30, 2012**

	<u>BA+0</u>	<u>BA+15</u>	<u>BA+30</u>	<u>BA+45</u>	<u>BA+60</u>	<u>BA+75</u>	<u>BA+90</u>	<u>BA+105</u>
A	35,886	37,501	39,188	40,953	42,794	44,721	46,734	M+45 48,837
B	37,106	38,775	40,522	42,345	44,251	46,243	48,320	50,495
C	38,369	40,095	41,897	43,785	45,755	47,815	49,964	52,214
D	39,672	41,459	43,322	45,274	47,309	49,440	51,665	53,987
E	41,021	42,966	44,796	46,813	48,920	51,120	53,420	55,824
F	42,417	44,323	46,318	48,403	50,581	52,856	55,236	57,723
G	43,856	45,830	47,893	50,050	52,300	54,654	57,116	59,686
H	45,349	47,391	49,523	51,751	54,080	56,513	59,058	61,713
I	46,892	49,002	51,206	53,510	55,918	58,433	61,064	63,812
J	48,486	50,667	52,946	55,329	57,820	60,421	63,141	65,980
K	50,133	52,390	54,748	57,209	59,786	62,478	65,287	68,226
L	52,961	55,293	57,733	60,278	62,940	65,722	68,632	71,668

Add \$1,500 for earned Doctorate in field related to assignment.

**APPENDIX A-2
SALARY SCHEDULE FOR JULY 1, 2013 – JUNE 30, 2014**

	<u>BA+0</u>	<u>BA+15</u>	<u>BA+30</u>	<u>BA+45</u>	BA+60 M+0	BA+75 M+15	BA+90 M+30	BA+105 M+45
A	36,711	38,364	40,089	41,895	43,778	45,750	47,809	49,960
B	37,959	39,667	41,454	43,319	45,269	47,307	49,431	51,656
C	39,251	41,017	42,861	44,792	46,807	48,915	51,113	53,415
D	40,584	42,413	44,318	46,315	48,397	50,577	52,853	55,229
E	41,964	43,852	45,826	47,890	50,045	52,296	54,649	57,108
F	43,393	45,342	47,383	49,516	51,744	54,072	56,506	59,051
G	44,865	46,884	48,995	51,201	53,503	55,911	58,430	61,059
H	46,392	48,481	50,662	52,941	55,324	57,813	60,416	63,132
I	47,971	50,129	52,384	54,741	57,204	59,777	62,468	65,280
J	49,601	51,832	54,164	56,602	59,150	61,811	64,593	67,498
K	51,286	53,595	56,007	58,525	61,161	63,915	66,789	69,795
L	54,179	56,565	59,061	61,664	64,388	67,234	70,211	73,316
M	55,262	57,696	60,242	62,898	65,676	68,578	71,615	74,782

Add \$1,500 for earned Doctorate in field related to assignment.

Add \$1500 for National Board Certification.

**APPENDIX A-3
SALARY SCHEDULE FOR JULY 1, 2014 – JUNE 30, 2015**

	<u>BA+0</u>	<u>BA+15</u>	<u>BA+30</u>	<u>BA+45</u>	BA+60 M+0	BA+75 M+15	BA+90 M+30	BA+105 M+45
A	37,650	39,344	41,114	42,966	44,898	46,919	49,031	51,238
B	38,930	40,681	42,514	44,426	46,426	48,516	50,695	52,977
C	40,255	42,066	43,956	45,937	48,004	50,165	52,420	54,781
D	41,622	43,497	45,451	47,499	49,634	51,870	54,205	56,641
E	43,037	44,973	46,998	49,114	51,325	53,633	56,046	58,568
F	44,502	46,502	48,595	50,782	53,067	55,454	57,951	60,560
G	46,012	48,083	50,247	52,510	54,871	57,340	59,923	62,620
H	47,578	49,720	51,957	54,295	56,738	59,291	61,961	64,746
I	49,197	51,411	53,723	56,140	58,667	61,305	64,066	66,949
J	50,869	53,157	55,549	58,049	60,662	63,391	66,245	69,223
K	52,597	54,965	57,439	60,021	62,725	65,549	68,496	71,580
L	54,389	56,829	59,390	62,064	64,863	67,784	70,835	74,034
M	56,244	58,768	61,416	64,182	67,076	70,096	73,251	76,560

Add \$1,500 for earned Doctorate in field related to assignment.

Add \$1500 for National Board Certification.

APPENDIX A-4
SALARY SCHEDULE FOR JULY 1, 2015 – JUNE 30, 2016

	<u>BA+0</u>	<u>BA+15</u>	<u>BA+30</u>	<u>BA+45</u>	<u>BA+60</u> <u>M+0</u>	<u>BA+75</u> <u>M+15</u>	<u>BA+90</u> <u>M+30</u>	<u>BA +105</u> <u>MA+45</u>
A	38,516	40,249	42,060	43,954	45,930	47,998	50,159	52,416
B	39,825	41,617	43,492	45,448	47,494	49,632	51,861	54,196
C	41,181	43,033	44,967	46,994	49,108	51,319	53,626	56,040
D	42,579	44,497	46,497	48,592	50,776	53,063	55,451	57,943
E	44,027	46,007	48,079	50,244	52,505	54,866	57,335	59,915
F	45,526	47,571	49,712	51,950	54,288	56,730	59,284	61,953
G	47,070	49,189	51,403	53,718	56,133	58,659	61,302	64,060
H	48,672	50,864	53,152	55,544	58,043	60,655	63,386	66,236
I	50,328	52,593	54,959	57,431	60,016	62,715	65,539	68,488
J	52,039	54,380	56,826	59,384	62,057	64,849	67,768	70,815
K	53,807	56,229	58,760	61,402	64,167	67,057	70,072	73,226
L	55,640	58,136	60,756	63,492	66,355	69,343	72,464	75,737
M	57,538	60,119	62,829	65,658	68,619	71,708	74,936	78,321

Add \$1500 for earned Doctorate in field related to assignment.

Add \$1500 for National Board Certification.

TENTATIVE AGREEMENT: 10/31/13

APPENDIX B SPECIAL SALARY PROVISIONS

1. ~~Hourly teachers in the regular day school, evening high school, and home instruction program shall receive Forty Dollars and Eighty Nine Cents (\$40.89) per hour. Such teachers shall not teach more than two (2) hours per day or five (5) hours in any one day of the week. (Moved to Article 20.)~~
2. ~~Rate of pay for teachers of inservice classes shall be Three Hundred Seventy Five Dollars (\$375) per credit hour. (Moved to Article 20.)~~
3. ~~Rate of pay for all unit members on special professional assignment by the appropriate administrator shall be prorated on their annual salary. (Moved to Article 20.)~~
4. ~~Central Staff Professional Librarians are employed on a twelve-calendar-month basis with one (1) month vacation pay. (Moved to Article 20.)~~
5. ~~A teacher appointed to substitute in an administrative or supervisory position shall be paid his/her teaching salary plus Thirty One Dollars and Sixty One Cents (\$31.61) per working day for a short-term emergency period. When the teacher assumes full responsibility for the position for an extended period of time, s/he shall receive the pay of the regular appointment. Such teacher who serves in such position while the principal is in the city, but out of the building for one-half (1/2) day or more, shall receive such pay. If a principal is out of the city or incapacitated, a substitute for the teacher shall also be provided. (Moved to Article 20.)~~
6. ~~Coordinators in horticultural instruction shall receive 16% of base in addition to regularly established salary. (Moved to Appendix C.)~~
7. ~~Teachers of Outdoor School shall receive an additional Hundred Twenty Dollars (\$120) per day. (Moved to Article 20.)~~
8. ~~Head High School/Middle School Librarians shall be placed by the District on a work year of 200 days. Up to ten (10) additional days will be available when warranted by workload. Any other librarians may be placed by the District on a work year of up to 210 days. Counselors shall be placed by the District on a work year of 200 days and may be extended to 210 days. Athletic Directors may be placed on a work year of 198 days with the approval of his/her supervisor. (Moved to Article 20.)~~
9. ~~Unit members assigned extended responsibilities, as set forth in Appendix C, attached to and incorporated in this Agreement, shall be compensated in accordance with the provisions of this Agreement without deviation. (Moved to new Article 24.)~~
10. ~~Rates of pay for summer school teachers shall be Six Hundred Two Dollars and Eighty One Cents (\$602.81) for one-half (1/2) day session. (Moved to Article 20.)~~

~~With respect to 2012-2013 the above rates in paragraphs 1, 5, and 10 will be increased at the same percentage as that applied to the base salary step on the salary schedule. (Moved to Article 20.)~~

TENTATIVE AGREEMENT – 12/17/13
APPENDIX C
EXTENDED RESPONSIBILITY SCHEDULE

1. Extended responsibility pay is for activities and responsibilities performed, primarily, outside the standard workday. It is understood that, except for those that are extensions of the classrooms **or job assignment**, ~~extra~~ **extended** responsibility pay positions are voluntary. *(Moved from Appendix C, Section 8.)* **Extended responsibilities that are an extension of the assignment are indicated on Appendix C by *.** Such extended responsibilities shall be required and shall be automatically calculated in the professional educator's salary. If the school does not have a regular classroom assignment (e.g. no newspaper class), the extended responsibility would not be included under this section. In such cases, the extended responsibility would be voluntary.
2. Extended responsibility pay shall only be paid as provided in this contract at the rates indicated without variation. *(Moved from 9 below.)*
3. The extended responsibility ~~base rate shall be the base salary rate in Appendix A (Step 1 on the BA + 0 column).~~ ~~amount~~ **This** is the figure against which all extended responsibility percentages are factored for the duration of this Agreement. ~~These are the amounts to be used for figuring extended responsibility pay:~~

2011-	\$35,886
2013	
4. **Extended responsibilities indicated by a double asterisk (**), shall be reviewed by the Extended Responsibility Committee to determine whether they shall be continued or deleted from the schedule. No new extended responsibility contracts in these areas shall be granted until the Committee completes its review.**
5. Extended Responsibility Schedule:

POSITION	PERCENT OF BASE		
	1st Year	2nd Year	3rd Year
<u>High School Positions</u>			
*Athletic Director			
Fall	9.5	10	11
Winter	13	14	15
Spring	9.5	10	11
Assistant Athletic Director			
Fall	5	5.5	6
Winter	6	6.5	7
Spring	5	5.5	6
Head Coach			
Football	16	17	18
Basketball	16	17	18
Gymnastics	15	16	17
Wrestling	15	16	17
Baseball	15	16	17
Track	15	16	17
Softball	15	16	17
Volleyball	15	15.5	16
Soccer	15	15.5	16
*Cross Country	12	13	14
*Swimming	11	12	13
*Tennis	11	11.5	12
*Golf	11	11.5	12
Dance Team	11	12	13
Crew	11	12	13
Assistant Coach			
Football - Varsity	11	12	13
Track - Varsity	10	11	12
Football - Other	9	10	11
Basketball	9	10	11
Gymnastics	9	10	11
Softball	9	10	11
Wrestling	9	10	11
Baseball	9	10	11
Track	9	10	11
Volleyball	8	9	10
Soccer	8	9	10
Cross Country	4	5	6
Swimming	4	5	6

Notes for Coaching/Athletics

- A. For extended seasons due to participation in OSAA sponsored state competition, coaches of athletic teams having more than five (5) students will receive eight percent (8%) per week of their regular extended responsibility pay.
- B. Coaches of teams having five (5) or less students participating and non-athletic activity advisors, such as band, rally and forensics who

participate in extended seasons, shall receive four percent (4%) per week of their regular extended responsibility pay.

C. For sports positions, an additional coaching assignment will be authorized when warranted by the number of students participating. (From 11 below.)

D. *2% less if only boys' or girls' teams.

Activities Director	8	9	10
Department Chair (A)	11	12	13
Department Chair (B)	7.5	8	8.5
Department Chair (C)	3.5	4	4.5
*Drama (A)	17	18	19
*Drama (B)	11	12	13
*Drama (C)	7.5	8	8.5
*Forensics (A)	14	15	16
*Forensics (B)	9	10	11
*Instrumental Music (A)	13	14	15
*Instrumental Music (B)	7.5	8	8.5
*Vocal Music (A)	13	14	15
*Vocal Music (B)	7.5	8	8.5
*Newspaper	10	11	12
*Yearbook	10	11	12
**Intramurals - High School	8	9	10
Cheer Rally – Varsity	7	7.5	8
Cheer Rally – JV	3.5	4	4.5
Pep Club (A)	5.5	6	6.5
Pep Club (B)	3.5	4	4.5
Pep Club (C)	1.5	2	2.5
College and Financial Aid Coords.	10	11	12
Career Ed	4.5	5	5.5
Testing	4.5	5	5.5
TAG	6.5	7	7.5
Technology Computer Coordinators	6.5	7	7.5

High School categories with more than 1 level: A, B or C.

1. DEPARTMENT CHAIRPERSON

- A 7 or more unit members in the department
- B 4-6 unit members in the department
- C 0-3 unit members in the department

- ~~Note:~~ Department Chairperson in Counseling, Business Education, Industrial Ed, Science will use the following criteria because of the nature of their assignment.

- A 5 or more unit members in the department
- B 2-4 unit members in the department
- C 0-1 unit members in the department

- ~~Note:~~ All high school librarians shall be placed on A Schedule and may be given AV Coordinator duties within such department chair pay.
- Head Librarians / Media Specialists, when designated, shall receive extended responsibility pay as Department Chairpersons. (*Moved from 4.*)
- Shop Foremen at Benson High School shall be placed on Department Chair A. (*Moved from 7.*)

2.DRAMA A 3 or more major productions
 B at least 2 major productions
 C 1 major production

3.FORENSICS
 A at least 5 speech tournaments
 B less than 5 speech tournaments

4.MUSIC A at least 3 major productions
 B less than 3 productions

PEP CLUB A more than 50 students
 B 26-49 students
 C 10-25 students

PK-5, PK-8, Elementary Middle School Positions			
Intramurals			
A – 4½ hours/week for 28 weeks	6.5	7	7.5
B - 3 hours/week for 28 weeks	4.5	5	5.5
Safety Patrol	3.5	4	4.5
Head Teachers	11	12	13
Career Ed – Elementary (PK-5)			
A - 451+ student school	3.5	4	4.5
B - 351-450 student school	2.5	3	3.5
C - 0-350 student school	1.5	2	2.5
Career Ed – PK-8	4.5	5	5.5
Career Ed - Middle	3.5	4	4.5
Testing – Elementary (PK-5)			
A - 400+ student school	4.5	5	5.5
B - 300-399 student school	3.5	4	4.5
C - 0-299 student school	2.5	3	3.5
Testing – PK-8	6.0	6.5	7
Testing - Middle	5	5.5	6
	4.5		5.5
Energy (also high school)	2.5	3	3.5

TAG – Elementary (PK-5)			
A - 400+ student school	4.5	5	5.5
B - 300-399 student school	3.5	4	4.5
C - 0-299 student school	2.5	3	3.5
TAG - K-8	5.5	6	6.5
TAG - Middle	4.5	5	5.5
Basic Skills Coordinator	7.5		
*PK-5 Elementary/Middle School Music	3	3.5	4
*PK-8 Music	4	4.5	5
*PK-5 Elementary /Middle School Media Specialist	3.5	3.5	4
*PK-8 Media Specialist	4	4.5	5
PK-5/Middle School Technology Computer Coordinators	4.5	5	5.5
PK-8 Technology Coordinators	5.5	6	6.5

Other Positions (PK-12)			
Job Placement Liaison	6.5	7	7.5
Cluster Community Career Ed. Coordinator	1.5	2	2.5
Inservice Coordinators	4.5	5	5.5
Consultants	7.5	8	8.5
Energy	2.5	3	3.5
AV Coordinator	2.5	3	3.5
Radio-TV Coordinator	1.5	2	2.5
TV Producers and Directors	4.5	5	5.5
Released Time Mentors	3.0	3.5	4.0
Curriculum Coordinator/Unit, Team or Grade Level Leader			
Up to 4 unit members	4	4.5	5
5-8 unit members	6	6.5	7
9 or more unit members	8	8.5	9
Technology Project Facilitator	4		
Technical Advisors			
*Psychologist (plus 1 day / week release time)	12		
*Social Worker	12		
*Motor Team	12		
Academic Specialist	10		
*Speech (plus 1 day / week release time)	12		

**Pre-referral Teachers	6		
**Title Seven Resource Teacher (Project WRITE)	4		
**Chapter One Migrant Resource Teacher	4		
**Title Seven Resource Teacher (Project ACE)	4		
**Title Seven Resource Teacher (Project GOAL)	4		
**Curriculum Associate: Building-Wide Total Curriculum Involvement	11	12	13

OTHER POSITIONS (K-12)

Teacher on Special Assignment (TOSA):			
*For New Adoptions	8		
Regional Director Instructional Specialists and *Curriculum Department TOSA	16		
*Special Ed TOSA	16 42		
Coordinator – Horticulture Instruction	16		
*CDS Parent Liaison	7.5	8	8.5
Head Teacher – DART	11	12	13
**Special Projects	1-16		

1. Notes for Coaching/Athletics (From here to PEP Club, embedded in charts above.)

- a. ~~For extended seasons due to participation in OSAA sponsored state competition, coaches of athletic teams having more than five (5) students will receive eight percent (8%) per week of their regular extended responsibility pay.~~
- b. ~~Coaches of teams having five (5) or less students participating and non-athletic activity advisors, such as band, rally and forensics who participate in extended seasons, shall receive four percent (4%) per week of their regular extended responsibility pay.~~

- ~~c. For sports positions, an additional coaching assignment will be authorized when warranted by the number of students participating. (From 11 below.)~~
 - ~~d. 2% less if only boys' or girls' teams.~~
- ~~6. Unit members assigned as Student Activity Advisors and for student supervision at times after the workday pursuant to the Memorandum of Understanding dated February 1, 1990, shall be paid Fifteen Dollars (\$15.00) an hour. So as not to supplant unit members, a principal may use non-paid volunteers in these positions only if, due to a lack of funding, such positions would not otherwise be filled. (Moved to Article 21.)~~
- 5. High School categories with more than 1 level: A, B or C.
 - a. DEPARTMENT CHAIRPERSON
 - A — 7 or more unit members in the department
 - B — 4-6 unit members in the department
 - C — 0-3 unit members in the department
 - b. Note: Department Chairperson in Counseling, Business Education, Industrial Ed, Science will use the following criteria because of the nature of their assignment.
 - A — 5 or more unit members in the department
 - B — 2-4 unit members in the department
 - C — 0-1 unit members in the department
 - ~~c. Note: All high school librarians shall be placed on A Schedule and may be given AV Coordinator duties within such department chair pay.~~
 - ~~d. Head Librarians/Media Specialists, when designated, shall receive extended responsibility pay as Department Chairpersons. (Moved from 4.)~~
 - ~~e. Shop Foremen at Benson High School shall be placed on Department Chair A. (Moved from 7.)~~
 - f. DRAMA
 - A — 3 or more major productions
 - B — at least 2 major productions
 - C — 1 major production
 - g. FORENSICS
 - A — at least 5 speech tournaments
 - B — less than 5 speech tournaments
 - h. MUSIC
 - A — at least 3 major productions
 - B — less than 3 productions
 - i. PEP CLUB
 - A — more than 50 students
 - B — 26-49 students
 - C — 10-25 students
- ~~8. Extended responsibility pay is for activities and responsibilities performed, primarily, outside the standard workday. It is understood that, except for those that are extensions of the classrooms, extra responsibility pay positions are voluntary. (Moved to Article 24.)~~

- ~~9. Extended responsibility pay shall only be paid as provided in this contract at the rates indicated without variation. (Moved to Article 24.)~~
- ~~10. When a category of positions is added or "Special Project Assignments" which continue more than two (2) years are not addressed in this Appendix, the District will refer such issue to a Contract Administration agenda with the Association for review and inclusion into the Appendix pay schedule. (Moved to Article 24.)~~
- ~~12. Unit members will not be required to participate in non-district sponsored activities as a prerequisite to being placed in extra responsibility positions. (Moved to Article 24.)~~
- ~~13. Unit members may request information regarding the general expectations for the extended responsibility assignment before they commence the assignment. (Moved to Article 24.)~~
- ~~14. Increases for extended responsibility pay for Athletic Directors become effective beginning July 1, 2009. (Moved to Article 24.)~~

TENTATIVE AGREEMENT – 9/6/2013

~~APPENDIX D
MEMORANDUM OF AGREEMENT
21st CENTURY SCHOOLS ACT~~

~~The Joint Contract Administration Committee will function as the District Site Committee in matters related to the 21st Century Schools Act. The Joint Contract Administration Committee will be solely responsible for establishing its own procedures for compliance with this Act. If the District decides to participate in building site committees, then Contract Administration will be responsible for determining the procedures by which the site committees would function. Any such procedures would be in compliance with the Agreement between School District No. 1 and the Portland Association of Teachers.~~

(Any further discussion will be incorporated into Article 17.)

TENTATIVE AGREEMENT – 8/14/13

APPENDIX E
MEMORANDUM OF UNDERSTANDING
MENTOR TEACHER PROGRAM

Portland Public Schools

This Memorandum of Understanding sets forth the basis for a Mentor Teacher Program within the Portland Public Schools pursuant to the 21st Century Schools Act.

- ~~A. Job descriptions for the mentor teachers and relevant procedures will be developed by a joint committee under the auspices of the contract administration committee.~~
- ~~B. No teacher shall be designated as a mentor without the consent of the teacher.~~
- ~~C. A teacher must have contract status in Portland Public Schools to be eligible to be designated as a mentor.~~
- ~~D. At least ninety (90) hours of direct contact between the mentor and the beginning teacher shall occur during the course of the school year.~~
- ~~E. The mentor teacher shall not participate in the evaluation of the beginning teacher. Observations made by the mentor shall be solely for the purpose of providing assistance to the beginning teacher and shall not be used in the evaluation of the beginning teacher or shared with any person.~~
- ~~F. The mentor program shall not be used as a part of a program of assistance for any teacher.~~
- ~~G. Teachers released from their regular duties for participation in approved activities related to the Mentor Teacher Program shall continue to receive their regular compensation and shall not be charged leave.~~
- ~~H. A mentor teacher shall receive extended responsibility pay of One Thousand One Hundred Twenty-seven Dollars and Forty-six Cents (\$1127.46) per school year. This amount will be increased by the base salary increases in the 2012 – 2013 school year.~~
- ~~I. The District may expand or discontinue the Mentor Teacher Program at its discretion.~~
- ~~J. This Memorandum of Understanding shall become part of the Agreement and shall remain in effect through June 30, 2013.~~
- ~~K. Mentors and new teachers who are asked and volunteer to work up to five (5) days outside of the school year will be compensated at their per diem rate of pay. The PAT/PPS mentor committee will make recommendations to the Superintendent regarding this program by June 1, 2013.~~

(Original MOU language incorporated into Article 15.)

TENTATIVE AGREEMENT
APPENDIX F
MEMORANDUM OF UNDERSTANDING
WORKLOAD

~~The Association acknowledges that in 2011 through June 30, 2013, workload changes may occur if the District seeks savings by taking reasonable advantage of FTE attrition or as a result of layoff.~~

~~Such topic will be a subject at regular contract administration meetings commencing no later than November, 2011.~~

(This language is incorporated into Article 20.)

TENTATIVE AGREEMENT – 8/12/2013

APPENDIX G
DOMESTIC PARTNER

A “domestic partnership” is defined as one in which two (2) persons:

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.”

TENTATIVE AGREEMENT – 08/12/13

APPENDIX H
MEMORANDUM OF UNDERSTANDING
CONTINUING PROFESSIONAL DEVELOPMENT

~~During the 1999-2000 school year, a task force consisting of four (4) representatives appointed by the Association President and four (4) representatives appointed by the Superintendent shall develop and recommend to the Board a District Continuing Professional Development Plan (CPD). Such plan will include an appeal process for any individual whose verification of completion is denied.~~

(Language is incorporated into Article 16.)

TENTATIVE AGREEMENT – 09/06/13

APPENDIX I
MEMORANDUM OF UNDERSTANDING
EVALUATION

~~Portland Public Schools and the Portland Association of Teachers agreed to form a committee to update the Teacher Evaluation Process Handbook. The committee was comprised of five (5) representatives appointed by each party. The committee made recommendations to the superintendent by the end of the 2010-2011 school year. The recommended changes to the Handbook were mutually agreed upon by the District and the Association.~~

~~The work group will continue to meet in the 2011-2012 school year to continue its work on the evaluation process.~~

(Further discussion of this language is incorporated into Article 8A.)

TENTATIVE AGREEMENT – 09/06/13

APPENDIX J
MEMORANDUM OF UNDERSTANDING
WORKDAY/WORK YEAR/SCHOOL CALENDAR

~~During the course of negotiations in 2010, the parties agreed to delete student day language in sections (A)(3) and (A)(4) of Article 20. The intent of the parties is to maximize individual student's instructional opportunities. By making such changes, it is not the intent of the parties to increase the teacher workday, workweek, or workload for any teacher, and it is not the intent of the parties to add or forecast classes for the general student body. If an administrator requests in writing that a unit member provide instruction (e.g. tutoring, small group instruction, or teaching a class) outside of the member's workday, and the unit member volunteers to do so, such member will be compensated at their per diem hourly rate of pay.~~

(Incorporated to Article 20 and partially to Article 21.)

~~Notwithstanding the above, working together in a labor management committee, representatives of the District and representatives of the Association shall review any issues related to Article 20 of this agreement. Any changes to Article 20 shall be mutually agreed upon by the District and the Association by May 1, 2013. Such changes will be memorialized in a jointly executed memorandum of understanding and implemented whenever feasible before the expiration of this contract.~~

(Further discussion of this language is incorporated into Articles 20 and 21.)

TENTATIVE AGREEMENT – 12/06/13

APPENDIX K
MEMORANDUM OF UNDERSTANDING
INSURANCE PROTECTION

The District and Association will request that the Health and Welfare Trust submit benefit plans to OEGB upon ratification of the Agreement but not later than March 31, 2010.

If a comparable plan exists at less cost, then the Association reserves the right to propose benefit adjustments and request that the Trust resubmit the amended plans to OEGB.

If mandated by law to participate in OEGB, the plans will be those most comparable to the existing Association plans offered by the Trust immediately prior to enrollment in OEGB. If participating in OEGB, as of the enrollment date in the OEGB, the District will submit to the OEGB the amount of the premium for health and welfare benefits for bargaining unit members on a ninety three percent (93%) District and seven percent (7%) bargaining unit member contribution basis. The premium percentage contribution levels set forth herein above shall be adjusted for part-time and retired employees as set forth elsewhere in this agreement.

The District and Association will request that the Trust determine the Trust's composite rate based on the OEGB rates.

The District will contribute to the Trust the "savings differential" from its participation in the OEGB for the 12-month OEGB benefit year commencing on the initial enrollment date. The "savings differential" for such year shall be calculated by deducting the District contribution sent to OEGB allocable to PAT participants from the amount the District would have contributed to the Trust for the same employees, utilizing for the 12-month period the Trust rates of the February preceding the enrollment date. These savings will be applied to offset any increases in OEGB beginning with the second year of participation.

The District and Association will request that the Trust Administrative committee develop a process of which reserves, proportional to PAT membership, and in excess of that required to maintain the Trust entity, will be utilized, together with the savings generated pursuant to the preceding paragraph, to reduce OEGB premium increases. This will occur in accordance with the following: All increases will be paid from this reserves/savings pool on a 93% District, 7% employee basis, not to exceed 15% of the total reserves/savings pool at the beginning of the second year of participation.

(No longer needed because of changes in regulations/law about needing to provide comparability data with OEGB.)

TENTATIVE AGREEMENT

Appendix X (new)

Definition of Subject

2. For purposes of determining competence under this Agreement “subject” shall be defined as an area of study roughly equivalent to a traditional department at the secondary level. It shall include, but not be limited to: Math, Social Studies, Language Arts, Science, Health, Art, Special Education, and World Languages. For certain areas of study, including PE, Music, and CTE, “subject” is more narrowly defined to specific types of courses as indicated in the table below.
3. Since professional educators must also be properly licensed for their assignments, assignment notices shall typically include endorsement areas such as Spanish, Chemistry or Advanced Math.

Area of Study	Subject
Music	Band Orchestra Vocal music/choir
PE	Adaptive PE PE
CTE: Agricultural Science and Technology	Sustainable Agriculture
CTE: Business Management & Administration	Accounting and Financial Services Administrative Services General Business Education Marketing Office Technology
CTE: Financial Services	Accounting and Financial Services
CTE: Health Sciences	Dental Sciences Medical Assisting Nursing Sciences
CTE: Industrial & Engineering Systems	Commercial & Residential Electric Construction Technology Industrial Automation
CTE: Manufacturing Technology	Building Construction Metal Fabrication Precision Machining
CTE: Marketing / Management	Marketing Management
CTE: Natural Resources Management	Natural Resources
CTE: Transportation Technology	Automotive Diesel Mechanics
CTE: Visual, Performing, and Media Arts	Digital Media Photography

	Video Production Web Design
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4. **Subjects under CTE are Programs of Study (POS) for students. High school elective courses with similar titles to CTE programs of study are not included in the definition of “subject” for CTE areas of study.**
5. **CTE teachers are vetted through an Instructor Appraisal Process. Applicants, with assistance from the CTE Regional Coordinator, assemble an Instructor Appraisal Committee (IAC). If approved, the IAC recommends a Professional Development Plan and NCES codes/courses that the instructor is allowed to teach.**
6. **Either party may bring additional areas of study/ subjects to contract administration to be considered for inclusion in the chart above. Such additions must be mutually agreed upon. Additions to the chart may not take effect during the traditional staffing period in the spring/summer.**

TENTATIVE Agreement – 02/18/14

(new) Appendix Y: Maintenance of Insurance Benefits

Article 14 - Insurance Protection, Section 3 provides for the maintenance of the benefits over the term of this Agreement. The benefits to be maintained shall be amended to allow the School District No. 1 Health and Welfare Trust to choose Regence Blue Cross/Blue Shield as the third-party medical claims payer for the self-funded health plans only as specifically described below:

- a. Effective February 1, 2014 the benefit levels for Level 3 (out of network) claims under the Trust’s self-insured medical plans are modified to conform with Regence’s operational practices, specifically as follows:**

(1.) Direct payment shall not be required to out-of-network providers, and

(2.) Regence’s definition of “usual and customary” rates shall apply.

All other plan benefits shall continue as described in the Trust’s plan documents.

- b. This agreement is not intended to bind the School District No. 1 Health and Welfare Trust from changing medical claims payers at any time. Should the Trust choose to replace Regence as a third-party claims payer, the new claims payer shall use definitions (usual and customary, medical necessity, and durable medical supplies, etc.) in the same manner that they were defined by the third-party claims payer in place immediately prior to Regence.**

Tentative Agreement - February 18, 2014

Memorandum of Understanding

APPENDIX Z

WORKLOAD

Portland Public Schools (the District) and the Portland Association of Teachers (the Association) are committed to working together to improve educational outcomes for students. In recognition of the need to continue informed discussions regarding workload, the need for the workload committee to conduct its work transitioning into the next bargaining cycle, the efforts that professional educators make to meet student needs, and the various elements that make up workload for professional educators, and financial realities, the parties agree as follows:

- 1. The District shall designate one hundred percent (100%) of its pro rata share of the additional \$100 million appropriated to the State School Fund by the Oregon State Legislature in October 2013, which the District currently anticipates will be \$7,800,000, to hiring professional educators in schools for the 2014-15 school year.**

- 2. Including, but not limited to, the funds so designated, the District shall provide for the addition of not less than one hundred fifty (150) FTE balanced across all professional educator positions and allocated as follows: fifty (50) FTE to high schools staffing, seventy (70) FTE to elementary/middle/PK-8 school setting, and thirty (30) FTE to Special Education staffing. The District shall provide verification that there has been a net increase in professional educator positions as allocated.**

- 3. Should the District maintain an eight (8) period day (six (6) of eight (8) schedule) at District high schools, the District shall have until the 2016-17 school year to re-establish student load levels at the 2010-11 levels required by Article 20 Section D, provided progress is made each year toward achieving such student loads.**