AGREEMENT

School District No. 1
Multnomah County
Oregon
And
Portland Association of Teachers
July 1, 2019- June 30, 2020

June 3, 2019

Bold Type = new language
~~Stricken Type~~ = deleted language

ARTICLE 23
PROFESSIONAL EDUCATOR RIGHTS AND JUST CAUSE

23.1 No professional educator shall be disciplined, reprimanded, or reduced in compensation without just cause. Reprimands shall be made privately and not in the presence of students, parents, professional educators or members of the community. Professional educators who have completed three (3) full years of service and are not covered by the Fair Dismissal law shall not be dismissed without just cause. Plans of Assistance and Letters of Expectation are not disciplinary and shall not be issued for misconduct.

23.2 **A determination of sexual conduct or abuse as provided by Oregon law is subject to just cause and other contractual provisions and may be grieved as outlined in Article 5.**

23.3 This Article does not apply to dismissal, except as provided in Section **23.4**, or nonrenewal of professional educators. However, professional educators subjected to nonrenewal or dismissal shall be afforded the procedural rights of due process.

23.4 In the event of dismissal from employment a professional educator may elect to appeal the dismissal to binding arbitration in accordance with Section 5.5 of this Agreement, or the Fair Dismissal Appeals Board, but not both. Dismissal shall mean termination during the contract year for any professional educator or a second non-extension of a contract professional educator. The professional educator must so notify the Superintendent, in writing, within ten (10) calendar days after receipt of notice of the dismissal decision of the District's School Board. Probationary professional educators who are non-renewed and temporary professional educators completing the term of their contract may not appeal to arbitration.

23.5 The personal life of a professional educator is not an appropriate concern of the District, except where it relevantly affects the professional educator's fitness for or performance of his/her professional duties.

23.6 Removal from an Extended Responsibility Assignment

23.6.1 If a professional educator is removed from an extended responsibility assignment, upon request s/he shall be given the reasons in writing and afforded the opportunity to have a representative present in any discussion with the supervisor.

23.6.2 If a professional educator starts an extended responsibility assignment during a school year, and the professional educator is removed from the responsibility during the school year, the professional educator shall be paid the entire salary due for that assignment, unless the professional educator is physically unable to perform the extended responsibility assignment.

23.6.3 Dismissal of a professional educator whose assignment includes extended responsibility as an extension of the assignment (e.g., TOSA, Media Specialist, Music Teacher) is subject to Section **23.4.**

23.7 Administrative Support at Parent Meetings

A professional educator has the right to administrative support at any meeting with a parent. Professional educators shall not be required to meet with a parent without a workday's advance notice. If during any meeting with a parent and administrator it appears to the professional educator that complaints are being made that could result in the discipline of the professional educator, that professional educator has the right to ask for representation before continuing the meeting. A professional educator has the right to ask the supervisor to take administrative charge of the meeting when such a meeting is dealing with the job performance of or a possible action against the professional educator. Tape recorders shall not be allowed without the consent of the professional educator.

23.8 **Investigations**

Whenever a professional educator is directed to meet with an administrator or other representative of the District regarding a matter which could result in disciplinary action, termination, nonrenewal or layoff, the professional educator shall be given prior written notice including:

23.8.1 A description of the issue to be discussed in such meeting; and

23.8.2 The right to have representation by the Association or private legal counsel present to advise the professional educator during the meeting.

23.8.3 If additional reasons for a meeting emerge after the initial notice, the District will provide an additional notice with the additional reasons. If the professional educator believes there is insufficient time between the additional notice and the meeting, the District can choose between rescheduling the meeting later to investigate all reasons, or schedule a second meeting for the additional reasons.

23.8.4 Professional educators are not to be interviewed or questioned at the time of notice.

23.8.5 **If the allegation is related to sexual conduct or abuse, the investigation will be conducted by a subject matter expert for sexual misconduct or abuse.**

23.8.6 Bargaining Unit Members shall not conduct investigations of other bargaining unit members.

23.8.7 The parties shall cooperate in good faith to schedule the meeting within a reasonable period of time. The parties shall identify their respective representatives and communicate it to the other party prior to the meeting.

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

23.8.9 The written notice of the meeting shall not be placed into the professional educator's building file or personnel file but may be kept in an investigation file.

23.8.10 **At the conclusion of the investigation, a determination will be issued and retained in the investigation file. A copy of the determination will also be provided to the professional educator. The determination shall be issued within thirty (30) calendar days of the conclusion of the investigation unless there are extenuating circumstances.**

23.9 Letter of Expectation

23.9.1 A Letter of Expectation is a written notice of an expectation, standard, policy or procedure **arising from a complaint or an administrative concern**. **Letters of Expectation will not include standards stated in the evaluation rubric.** ~~It~~ **A Letter of Expectation** is not a finding of fault or misconduct and is not a disciplinary action.

23.9.2 A Letter of Expectation must ~~confirm~~ **conform** to the template agreed upon by the parties (Appendix K). Letters of Expectation ~~may~~ **shall** be placed in the ~~building~~ **official district personnel** file. ~~Letters of Expectation shall be placed in a District "Letter of Expectation" file maintained by the Human Resources Department.~~ ~~Letters in~~ ~~the~~ Letter**s** of Expectation ~~file~~ ~~shall be organized District-wide by school year and~~ shall be removed from the **official district personnel** file after ~~three (3)~~ **six (6)** years. Professional educators who have received a Letter of Expectation have the right to review any letters of expectation addressed to them ~~in the District Letter of Expectation file~~ and attach a response.

23.10 Paid Administrative Leave **or Alternative Assignment**

23.10.1 A professional educator who is removed from work pending an investigation and is available to report to work shall be placed on paid administrative leave **or the District may place the professional**

educator in an alternative assignment. Alternative assignments will not result in a reduction in compensation or benefits.

23.10.2 If the professional educator on paid administrative leave is unavailable to report to work, he/she will be removed from paid administrative leave status and will be able to appropriately use any leave accruals until the professional educator is available to report to work and be placed back on paid administrative leave status.

23.10.3 The District shall not dock a professional educator's paid leave balance in lieu of actual time off for a disciplinary suspension, or retroactively change Paid Administrative Leave to unpaid disciplinary suspension, unless there is agreement by the employee and Association.

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

23.10.4.1 The presence of the employee in the workplace might tend to interfere with an investigation;

23.10.4.2 There are concerns the employee will repeat the alleged **serious** misconduct;

23.10.4.3 Removal of the employee from the worksite is appropriate to maintain the safety and security of students and/or staff; or

23.10.4.4 The alleged misconduct is serious enough to result in dismissal, if substantiated.

23.10.5 Paid administrative leave letters will conform to the template attached as Appendix L of this Agreement and provide a description of the reason for the paid administrative leave, which is sufficient for the employee and Association to understand the events being referenced. The Association may contact the District's Labor Relations Office for additional information. The District shall place paid administrative leave letters in the investigation file, not in the professional educator's personnel file.

23.10.6 The investigation shall be conducted promptly in order to limit the time that the professional educator is involuntarily away from work. **Investigations of professional educators on Paid Administrative Leave will be given priority over other investigations.** If the administrative leave pending investigation lasts longer than ten (10) work days, the District shall notify the professional educator in writing of the reasons.

23.10.7 While on administrative leave, if a professional educator needs access to his/her PPS email to gather evidence for the investigation, the District will work with the Association to allow for that access. By arrangement with the site administrator, the professional educator shall also have access to materials from his/her classroom or office.

23.10.8 School and program administrators will not communicate that a professional educator is on administrative leave or disclose the reason for the administrative leave to staff, parents, students or the public. In the case where violence, child endangerment or criminal behavior is alleged, the administrator can inform those who need to know that the professional educator is not at the school. In all cases, when asked directly about the professional educator's whereabouts, the Administrator may respond that the professional educator is not at the school.

~~23.9.8 Within sixty (60) calendar days of the ratification of this agreement, the District will distribute the new administrative leave template letter and administrative leave protocol, and shall provide training for administrators.~~

23.11 Required Examination by Physician

23.11.1 The District may direct a professional educator to be examined by the professional educator's physician if there exist substantive reasons which call into question a professional educator's ability to perform assigned duties. The professional educator shall be counseled as to the concern that has prompted the referral. The professional educator shall provide the District a statement from his/her personal physician that confirms that the District's concern is being addressed and that the professional educator

is able to perform assigned duties or is unable to continue at the present time. The professional educator will not be required to release her/his private medical records.

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

23.12 A professional educator shall not be required by the District to involuntarily submit to testing of bodily fluids unless there is a substantive reason to believe the health and safety of others is at risk.

23.13 Exceptional Medical/Health Care Needs

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

23.14 Lost Keys

Professional educators shall not be required to reimburse the District for lost keys. Professional educators will not be responsible for re-keying District facilities. Professional educators shall be responsible for safeguarding keys in accordance with District regulations.

23.15 Standardized Testing

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

23.16 Respectful Working Environment

23.16.1 Purposeful, intentional conduct by an individual or group of individuals against another, if a reasonable person would consider the behavior to be threatening, intimidating or offensive, is inconsistent with a respectful work environment. Examples include verbal abuse or other behavior that demeans, threatens, humiliates or intimidates others in the workplace. No professional educator shall be retaliated against for reporting, grieving or protesting such behavior. Likewise, no professional educator shall retaliate against a co-worker, or other District staff for reporting, grieving and/or protesting such behavior on the part of a professional educator. This section shall not be interpreted to mean that bargaining unit members may file a grievance against other bargaining unit members.

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

23.17 The District shall comply with Oregon law that prohibits the use of polygraph examinations for employment purposes (ORS 659A.300); and prohibits an employer from requiring an employee to provide access to the employee's personal social media account (HB 2654 effective January 1, 2014).

ARTICLE 25
COMPLAINT PROCEDURE

25.1 "Complaint" means an allegation made against a professional educator brought by a parent, other citizen, or a nonsupervisory third party.

25.2 **If an allegation is related to sexual conduct or abuse, the investigation will be conducted by a subject matter expert for sexual misconduct or abuse in accordance with this Article.**

25.3 If a complaint is made to a supervisor about the professional educator and the supervisor believes it warrants further consideration, such complaint shall be handled as follows:

25.3.1 After hearing the complaint, the supervisor will request that the complainant discuss the matter directly with the professional educator, except if the complaint involves allegations of sexual conduct **or abuse or if the supervisor has a concern about the safety of any party**. The supervisor shall not be involved in this discussion unless his/her presence is requested by either party.

25.3.2 If the complainant refuses to discuss the matter with the professional educator or, if after discussing the matter with the professional educator the complainant is still dissatisfied, the supervisor will cause the complaint to be reduced to writing.

25.4 If the supervisor decides to proceed further with the written complaint, it shall be processed within ten (10) workdays of receipt under the following circumstances:

25.4.1 If the evaluating supervisor intends to make a record in the evaluation report of the professional educator against whom the complaint was made;

25.4.2 If the supervisor intends to place a record of such complaint in the professional educator's personnel file or the building file;

25.4.3 If in the supervisor's judgment such complaint is sufficiently relevant to the professional educator's performance so as to indicate the desirability of a conference (The professional educator may have a representative present at any such conference.); and

25.4.4 If a professional educator learns of a complaint and requests a conference.

25.5 The supervisor shall meet with the professional educator 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 professional educator may have (a) representative(s) 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.

ARTICLE 26
PERSONNEL FILE

26.1 There shall be only one official District personnel file, which shall be maintained by the Human Resources Department. If the District plans to move to an electronic personnel system, it shall give prior notice to the Association.

26.2 With the exception of items which are duplicates of those in the District file, evaluation materials as described in the *Portland Public Schools Handbook for Professional Growth and Evaluation*, and in-service records, and other official records, materials in the supervisor's building file, including Letters of Expectation, shall be removed when the supervisor or the professional educator is transferred.

26.3 Each professional educator shall have the right upon request to review the contents of his/her District personnel file as well as any similar building file maintained by his/her supervisor. Upon request, the professional educator shall be provided with a copy of all or part of his/her personnel file from the District.

26.4 A representative of the Association may:

26.4.1 at the professional educator's request accompany the professional educator in this review; or

26.4.2 be authorized by the professional educator in writing to review the file.

26.5 Section 26.4 does not limit the Association's right to information under the PECBA.

26.6 A professional educator shall be provided a copy of any materials relating to the professional educator's work performance if such materials are to be placed in the professional educator's personnel file. A complaint shall not be placed in the professional educator's personnel file unless accompanied by a written directive from the administrator. Each professional educator's personnel file subject to review shall contain the following minimum items of information:

26.6.1 all professional educator evaluation reports

26.6.2 transcript of academic records

26.6.3 contract status recommendation.

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

26.8 Letters of Expectation shall be removed from a professional educator's ~~building~~ **official district personnel** file ~~three (3)~~ **six (6)** years after the date of the Letter of Expectation.

APPENDIX K
Template for Letter of Expectation

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

VIA [DELIVERY METHOD]

[DATE]

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

RE: Letter of Expectation

Dear [EMPLOYEE NAME]:

The purpose of this letter is to confirm our discussion on [MEETING DATE], at which I communicated the expectation, standard, or policy stated below. This letter is to clarify my expectations. **It is not a finding of fault or misconduct and is not a disciplinary action.** ~~This letter is not disciplinary.~~

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

- [STATE SPECIFIC EXPECTATION, POLICY, PROCEDURE OR PROFESSIONAL STANDARD. **Letters of Expectation will not include standards stated in the evaluation rubric.]**

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

Sincerely,

[NAME], Principal

Copy: **Official District Personnel File**
~~District Letter of Expectation File~~
~~Building File (at supervisor's option)~~

Bold Type = new language
~~Stricken Type~~ = deleted language

AGREEMENT

School District No. 1
Multnomah County
Oregon
And
Portland Association of Teachers
July 1, 2019- June 30, 2020

June 3, 2019

2019-20

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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
- 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, 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:

ARTICLE 1
STATUS AND EFFECT OF AGREEMENT

1.1 Recognition of Exclusive Representative

1.1.1 The 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 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 Appendix B of this Agreement.

1.1.2 Such recognition excludes supervisory, confidential, educational support professionals (ESP) and substitute employees and positions appropriately included in another bargaining unit.

1.1.3 The Association shall have the exclusive right for members of the bargaining unit to have payroll deductions of organization dues and fees. That right shall not be granted to any competing employee organization.

1.2 Definitions

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

1.2.1 District: School District Number 1, Multnomah County Oregon (Portland Public Schools).

1.2.2 Association: Portland Association of Teachers (PAT).

1.2.3 Agreement: The collective bargaining agreement between the District and the Association covering bargaining unit members other than substitutes.

1.2.4 Day or Workday: Unless specifically defined as calendar days, all days in this agreement mean contract days for the bargaining unit included in the 192-day calendar; excluding holidays, weekends, and other non-contract days including winter, spring and summer breaks.

1.2.5 Professional Educator or Educator: All professional educators represented by the Association in the bargaining unit as defined in Section 1.1.

1.2.6 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.

1.2.7 Probationary Educator: A professional educator who has not completed the probationary period. A professional educator is probationary for his/her first three (3) years of employment with the District.

1.2.8 Contract Educator: A professional educator who has completed three consecutive years of employment with the District in a bargaining unit represented position and has been retained for a fourth.

1.2.9 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.

1.2.10 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.

1.2.11 Temporary: Anyone employed to:

1.2.11.1 replace a professional educator on a leave of absence. Such position designation shall not extend beyond two (2) school years;

1.2.11.2 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

1.2.11.3 fill a position which has been designated as temporary or experimental. Such position designation shall not extend beyond two (2) school years.

1.2.12 The District had taken the position that temporary professional educators were not a type of probationary professional educators. The District will no longer take that position. Temporary professional educators are probationary professional educators.

1.3 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.

1.4 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 District agrees to print one thousand (1,000) copies of this Agreement and agrees to deliver those copies to the Association for distribution, and to post a copy of the Agreement on the District's website. 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 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.

1.5 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.

1.6 Notice of Proposed Changes in Board Policy or Administrative Directives

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

1.7 Should any provision of this Agreement be declared illegal by a court or agency of competent jurisdiction, said provision, as the case may be, shall be automatically deleted from this Agreement to the extent that it violates the law, but the remaining 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.

1.8 Any contract between the District and an individual professional educator shall be expressly subject to the terms and conditions of the Agreement.

1.9 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.

1.10 The Association shall continue to be the exclusive collective bargaining representative, as provided in Section 1.1, 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 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 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.

ARTICLE 2
ASSOCIATION RIGHTS

2.1 Except for Section 2.9 below, the Association rights conferred on the Association in this Agreement shall be exclusive except as provided by law.

2.2 The Association or its representatives shall have the right to transact official Association business on District property at all reasonable times; use District facilities and equipment including but not limited to duplicating equipment, audiovisual equipment, and District email, provided the same are not otherwise in use; post notices of activities and matter of Association concern on designated bulletin boards, at least one of which shall be provided in each school building for Association use; use the District mail service and professional educator mailboxes for communications, and place small symbols on such mailboxes but limit the size of logos to one inch (1") or less. 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. 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.

2.3 The District shall furnish the Association upon request all reasonably available factual information necessary to its function as exclusive bargaining representative.

2.4 The Association shall have the right to ten (10) minutes as a scheduled item on the agenda of fifteen (15) of the faculty staff meetings of its choice. This portion of the agenda shall be exclusively for bargaining unit members.

2.5 Each worksite will organize at least one of the work days before the student year begins with the 30-minute duty free lunch synchronized for all Association staff in the building.

2.6 Association Representatives Meeting

2.6.1 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.

2.6.2 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.

2.7 Building/Program Area Committees

Any general standing faculty-administration or administratively appointed faculty 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.

2.8 Orientation Programs

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

2.8.2 The District will provide the Association with a list of all newly hired bargaining unit members and bargaining unit members who have separated employment from the District on a monthly basis which will include their names, assignments, hire dates, separation dates, and worksites.

2.9 School Board Meetings

2.9.1 The Association shall be provided time on the agenda of each regular Board meeting for brief comments.

2.9.2 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.

2.9.3 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. 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.

2.10 Instructional Program Council (IPC)

2.10.1 The District recognizes the expertise of professional educators and the value for their participation in 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.

2.10.1.1 While the District maintains authority over educational programming, items planned as major district-wide change and significant building-based initiatives shall be discussed in these meetings prior to implementation.

2.10.1.2 Agendas of this advisory council will be mutually agreed upon prior to each meeting.

2.10.1.3 Areas of discussion will include topics such as ongoing program implementation, new initiatives, language pathways, special education, school climate, and an overall MTSS approach. The parties agree that sufficient professional development, adequate resources and a clear implementation plan are essential to success of initiatives

2.10.2 The Association president may appoint up to five (5) professional educators as representatives to such meetings. Such professional educators shall be released without loss of pay for attending the meetings.

2.11 Release of 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.

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.

ARTICLE 4
DUES AND PAYROLL DEDUCTIONS

4.1 Dues

4.1.1 Dues Deduction Authorization

The Association shall notify the District of bargaining unit members who have elected to have dues deducted from their paychecks and shall identify the dues to be deducted from each. The Association shall also notify the District when a bargaining unit member should no longer have dues deducted. The District shall enact dues deduction changes on the pay period following a notification. For any new bargaining unit member who was an Association member at their prior place of employment, the District shall backdate dues deductions to their hire date. Such authorization shall continue in effect from year to year, unless revoked in writing as hereinafter provided.

The Association shall provide documented proof of dues deduction authorization for each member of the Association. Prior to providing the documented proof, the Association shall be able to redact any information that is not related to dues deduction authorization. Electronic signatures and web-based dues authorizations shall be accepted.

4.1.2 Processing NEA/OEA/PAT Dues Deductions

Pursuant to such authorization, the District shall deduct one-twelfth of such dues from the first regular salary check of the professional educator each month for twelve (12) months, beginning September and ending August of each year. However, the Association may change the date for deductions and/or number of 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 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 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.

4.1.3 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.

4.1.3 The Association covenants and warrants that its present Bylaws provide for and agrees to indemnify, defend and hold the District harmless for the foregoing 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.

4.1.4 A record, in a format accessible to the Association, of professional educators on Association dues deductions 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 District shall complete reasonable Association forms and submit them monthly with the remittance to the Association.

4.1.5 Bargaining Unit Member Information

The District shall provide, in a format accessible to the Association, a listing of all bargaining unit members (both active members and non-members), each member's employee ID, FTE equivalency, the buildings where the members are assigned by individual member, and all bargaining unit members by ER position and location. The list shall be provided one (1) week after the start of the school year, one (1) week after the District completes fall balancing, and by the third week in January.

4.2 Other Payroll Deductions

4.2.1 Upon appropriate written request from the professional educator, the District shall deduct from the salary of the 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:

4.2.1.1 Fixed or Variable Tax Deferred Annuity Plans

4.2.1.2 School District No. 1 Health & Welfare Trust Premiums

4.2.1.3 Credit Union

4.2.1.4 Approved Charitable Organizations

4.2.1.5 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.

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

4.3 Professional educators' payroll checks shall itemize all sources of pay, payroll deductions, accumulated sick leave and retirement contributions.

ARTICLE 5
GRIEVANCE PROCEDURE

5.1 Definitions, Time Limitations

5.1.1 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.

5.1.1.1 "Employee grievance" is a grievance by one (1) or professional educators, provided the conduct complained of directly affects the professional educator(s).

5.1.1.2 "Association grievance" is a grievance by the Association where the conduct complained of affects one or more professional educators or the Association.

5.1.1.3 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.

5.1.1.4 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 and/or placement on the Appendix A salary schedule shall be filed with the Chief Human Resources Officer and shall be considered as a Level II grievance. The Level II, Step 1 hearing may be waived by mutual agreement.

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

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

5.1.3 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.

5.1.4 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 may be limited in its remedy of past effects to adjustment no more than thirty (30) days prior to the filing of the grievance.

5.1.5 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.

5.1.6 The District shall continue, with respect to professional educators, 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.

5.2 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 the parties agree that these proceedings will be kept informal and confidential as may be appropriate at any level of the procedure.

5.3 General Procedures

5.3.1 Representation

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

5.3.2 Parties Present

5.3.2.1 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). The presence of the administrator whose action is the subject of the grievance may be required. The grievant is entitled to Association representation at any meeting or hearing held under this procedure.

5.3.2.2 When it is necessary, pursuant to the grievance procedure provided for in this Agreement, for grievants, building or program representatives, 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, 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.

5.3.3 Individual Adjustment

Any 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:

5.3.3.1 the adjustment is consistent with the terms of this Agreement; and

5.3.3.2 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.

5.3.4 Time Extensions

5.3.4.1 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.

5.3.4.2 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.

5.3.4.3 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.

5.3.5 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.

5.3.6 Limitation of Remedies

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

5.3.7 Contents of Grievance

The written formal grievance shall, if applicable, contain the specific Agreement article and section that has allegedly been violated (*e.g*., Article ~~23.7~~ **23.8**), 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.

5.3.8 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 with a valid business interest in the case.

5.3.9 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.

5.3.10 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.

5.3.11 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.

5.4 Levels and Steps

5.4.1 Level I. Principal or Immediate Supervisor

5.4.1.1 Step 1: An employee grievance or an Association grievance affecting professional educators at a single building shall be raised by the filing of a formal written complaint setting forth the material required by Section 5.3.7, at the office of the professional educator's supervisor.

5.4.1.2 Step 2: Within ten (10) days the grievance shall be discussed by the supervisor and the professional educator and, if requested by the professional educator, persons approved by the Association, one (1) of which shall be designated as the official representative for the professional educator.

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

5.4.1.4 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 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.

5.4.2 Level II. Chief Human Resources Officer or designee

5.4.2.1 An appeal of a grievance from Level I or a grievance filed by the Association affecting professional educators in more than one (1) building shall be filed at this level. In addition, certain administrative actions included in Section 5.1.1.4 shall also be initiated at this level. Only the Association may initiate or forward a grievance to Level II.

5.4.2.2 Step 1: Within ten (10) days of receipt of the grievance, the Superintendent or designee shall conduct a grievance hearing.

5.4.2.3 Step 2: Within ten (10) days following completion of the Level II, Step 1 hearing, the Chief Human Resources Officer or designee shall provide a written decision to the parties. However, at the request of the 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 five (5) days following the meeting.

5.4.2.4 Step 3: If the grievance is not settled at Level II, Step 2, a copy of the decision of the Chief Human Resources Officer, or designee shall be submitted to the Superintendent and the Board of Education.

5.5 Arbitration

5.5.1 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.

5.5.2 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.

5.5.3 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.

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

5.5.5 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.

5.5.6 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.

5.5.7 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.

5.5.8 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.

5.5.9 Waiver of Oral Hearings

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

5.5.10 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.

5.5.11 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.

5.5.12 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.

5.5.13 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.

5.5.14 Arbitrability / 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 5.1.1 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.

5.5.15 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.

5.5.16. 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.

ARTICLE 6
WORK YEAR

6.1 Except as provided by Article 16, paid extended responsibility assignments, paid extra duty assignments, and voluntary attendance at in-service classes are excluded from this Article and are covered by Article 16 and Appendix B.

6.2 Standard Work Year

6.2.1 The standard work year for professional educators shall be 192 contract days consisting of:

6.2.1.1 177 instructional days

6.2.1.2 Six and one half (6-1/2) planning days

6.2.1.3 Two and one half (2-1/2) Professional Development Days

6.2.1.4 Six (6) paid holidays

6.2.2 The traditional state-wide in-service day shall not be part of the standard work year.

6.3 Extended/Reduced Work Year

6.3.1 The District, at its discretion, may extend the contract year for professional educators who work in schools identified by ODE for comprehensive or targeted support 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. This section may be extended to professional educators for two (2) years after the comprehensive/targeted support designation has ended.

6.3.2 The District shall determine the number of additional contract days in a 6.3.1 prior to the beginning of the staffing process in the preceding school year.

6.3.3 Professional educators working in schools that have a change in grade levels (e.g.: newly converted middle schools or newly converted PK-5 feeder schools) shall have mandatory additional paid professional development days added to their contract year. This only applies to the school year prior to conversion and the school year of after the conversion. Added days shall be as follows:

6.3.3.1 Newly converted middle schools: two (2) additional professional development days.

6.3.3.2 PK-5 feeder schools: one (1) additional professional development day.

6.3.3.3 Other schools: The District and PAT shall meet to determine if the number of added professional development days shall be one (1) or two (2). If no consensus is reached, one (1) day shall be added.

6.3.3.4 Added days shall be compensated at the professional educator's per diem rate of pay.

6.3.3.5 The District shall include the additional professional development days in the annual calendar and notify the professional educators assigned to work in these buildings at least three months in advance of these days unless newly hired or transferred to the schools within a shorter time period. If professional educators do not receive the three-month notice, they are not required to attend the added professional development days and shall follow the standard published calendar.

6.3.4 Sections 6.3.1 – 6.3.3 are meant to extend the contract year for all positions.

6.3.5 New Professional Educators

6.3.5.1 New Professional Educator Orientation

Newly hired professional educators shall be required to attend one orientation day which shall be paid at the professional educator's per diem rate of pay. At least one-half of the day shall be dedicated to the basic practical details of employment including but not limited to key contract provisions, substitute teacher finder, attendance and record keeping, leaves of absence, hardware and software requests and setup, etc.

The Association and the District Human Resources Department shall jointly create the agenda and jointly coordinate the presentation of material on this day. In addition, the Association shall continue to be afforded at least one (1) hour of time on the agenda to meet with the new professional educators. The new professional educator orientation shall be scheduled the Friday preceding the beginning of the standard work year and again on the statewide in-service day for those who have not previously attended this orientation. Additional new professional educator orientations may be scheduled by mutual agreement between the parties.

6.3.5.2 New Professional Educator Training

The District may mandate the equivalent of up to two additional paid training days for newly hired professional educators. If these days are scheduled beyond the start of the standard work year, the newly hired professional educator shall receive at least one month's advance notice of scheduling.

6.3.6 Professional educators who work beyond the 192-day work year shall be paid a daily rate of pay computed at 1/192 of their annual basic salary. With the exception of Sections 6.3.1, 6.3.3, 6.3.4, 6.3.5, 6.3.7, 6.3.8, and 6.3.9, professional educators shall not be assigned work beyond the standard work year unless there is mutual agreement between the administrator and the professional educator. Professional educators who work less than the 192-day work year shall have their salary adjusted downward using the same daily rate of pay formula.

6.3.7 Media specialists/librarians shall be placed by the District on a work year of 202 days or ~~205~~ **207** days for those responsible for more than one library. Up to ten (10) additional days will be available when warranted by workload and mutually agreed upon by the administrator and the librarian. Central Staff Professional Librarians are employed on a twelve-calendar month basis with one (1) month vacation pay.

6.3.8 Counselors shall be placed by the District on a work year of 202 days. Up to ten (10) additional days will be available when warranted by workload and mutually agreed upon by the administrator and the counselor.

6.3.9 Athletic Directors shall be placed on a work year of 202 days.

6.4 Holidays

6.4.1 The six paid holidays shall be: Labor Day, Veterans Day, Thanksgiving, New Year's Day, Presidents Day, and Memorial Day.

6.4.2 To receive pay for a paid holiday, a 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 professional educator is immediately following the holiday the professional educator will not receive pay for the holiday.

6.5 Planning Days

6.5.1 A minimum of one full day and one half (1.5) planning days shall be scheduled prior to the first student day in the fall. These days shall be reserved for professional educators to set-up and plan for the beginning of the year.

6.5.2 There shall be one (1) planning day scheduled at the end of each quarterly grading period for a total of four (4) days; plus one day at the end of the year. However, professional educators shall have a minimum of two (2) full working days to submit grades/progress reports at the end of each grading period. No voluntary or mandatory trainings or professional development or meetings may be scheduled for professional educators on these planning days.

6.5.3 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.

6.5.4 Special Education Case Management Time:

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

6.6 Professional Development Days

The District will schedule two full and one half (2.5) district-directed professional development days prior to the first student day.

6.7 Evening Events / Parent-Teacher Conferences

6.7.1 Professional educators may be required to participate in up to three (3) evening school events per school year. However, principals will make a reasonable effort to see that professional educators are not required to attend more than two (2) evening events a year. Evening events shall generally last no more than two (2) hours and end by 9:00 p.m. on Monday through Thursday. Two-week's written notice shall be provided to affected professional educators. Evening events shall generally not be required on Fridays or on days preceding holidays. This provision does not apply to Social Workers, Child Development Specialists, School Psychologists, Audiologists and Student Services Specialists.

6.7.2 In addition, the District shall schedule two (2) parent conferences in the evening on two consecutive evenings. The two consecutive evening conferences must be scheduled after the planning day that follows the end of the first quarter. The calendar day following the second evening conferences scheduled must not be a workday (e.g.: can be an unworked holiday). A duty-free dinner break of at least sixty (60) consecutive minutes shall be scheduled prior to evening conferences. Evening conferences shall last no longer than three (3) hours and shall conclude by 8:30 p.m.

6.7.3 In consideration of the two consecutive evening conferences scheduled, the professional educators shall be given one paid day off which shall be notated as such on the District's published calendar.

6.7.4 Modifications to this provision must be processed using the contract exception process described in Article 1 of this Agreement.

6.7.5 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.

6.7.6 District will explore a pilot with a small group of schools to hold conferences differently (through the contract exception process for the 2019-20 school years).

6.7.6.1 Options for consideration in this pilot include but are not limited to:

a. Tracking number of hours for conferences to be scheduled based on parent and teacher availability rather than having specific days scheduled

   i. Logistics related to things like dinner breaks for teachers and time beyond which conferences can't be schedule must be considered
   ii. Exploring if HS should do something different
      (1) First day open conference and second day invite only; or
      (2) Spring conferences
   iii. Video conferencing

b. Pilot must take into consideration other groups that may be affected such as:

   i. Custodians
   ii. Nutrition Services
   iii. Transportation
   iv. Educational Support Professionals

c. With respect to the pilot references above, the District shall circulate a bulletin following the 2016 Fall Parent/Teacher Conferences to Senior Directors and building leadership encouraging and promoting the ability to explore new ways to conduct Parent/Teacher Conferences for the 2019-20 school years.

d. The District's Office of School Performance (OSP) will summarize the results of the pilot referenced above and present that summary to PAT Contract Administration Committee no later than May 1 of each year.

6.8 School Calendar

6.8.1 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 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. No change in this calendar shall result in any reduction of the annual salary provided for professional educators by this Agreement or in increasing the aggregate number of workdays without the consent of the Association.

6.8.2 Professional Development days and planning days shall be set in the school calendar before the end of the prior school year.

6.8.3 The following shall be considered when determining the school calendar:

6.8.3.1 Instructional days, added Professional Development days for schools identified by ODE for comprehensive/targeted support (per Section 6.3.1), and District organized Professional Development cannot be scheduled on the following days:

   a. Martin Luther King, Jr. Day
   b. Day after Thanksgiving
   c. The calendar week in which July 4th falls
   d. December 24th to and including January 1st
   e. Saturdays
   f. Sundays
   g. All recognized PAT holidays
   h. The Monday preceding the beginning of the work year

6.8.3.2 This exclusion does not include:

a. Extended Responsibility
b. Clubs
c. Outdoor school
d. Field Trips
e. Competitions
f. Athletics
g. Non-District organized Professional Development/Events/ Training

6.8.4 Inclement Weather

6.8.4.1 The District may schedule up to a total of three inclement weather make-up days for school closures. Days not scheduled in advance on the District school calendar may not be required make up days.

6.8.4.2 With thirty (30) day notice, the District may use Presidents' Day as one of the three make-up days.

6.8.4.3 The four (4) potential make-up days shall be marked on the school calendar, but professional educators will be required to make up a maximum of three unless 6.8.4.4 is required.

6.8.4.4 Notwithstanding 6.8.4.1, if the three days are insufficient for the District to meet the state required instructional time, the District and Association shall meet and discuss options. In the absence of an agreement how to make up days, the District may require professional educators to work additional days at the end of the year necessary to meet state requirements.

6.8.4.5 The District counts instructional minutes and parent-teacher conference days towards meeting the state required instructional time.

6.8.4.6 If the District converts instructional days to professional development days, it will count those days toward state required instructional time.

6.8.4.7 The District will consider inclement weather when setting the seniors' graduation date.

ARTICLE 7
WORKDAY

7.1 Except as provided by Article 16, paid extended responsibility assignments, paid extra duty assignments, and voluntary attendance at in-service classes are excluded from this Article and are covered by Article 16 and Appendix B.

7.2 Workdays for professional educators shall only be Monday through Friday.

7.3 The standard workday for professional educators, except as provided in Section 7.4 below, shall be seven hours and 45 minutes. The last fifteen (15) minutes of time during the work day shall be designated as individual planning time for professional educators, except on Tuesdays on which staff meetings are held. On those Tuesdays, the last fifteen (15) minutes of time during the workday will be used as the first part of the 90-minute staff meeting.

7.4 8-hour workday for Child Development Specialists, Social Workers, School Psychologists, Audiologists and Student Services Specialists.

7.4.1 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.

7.4.2 With 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. The current practices in existence for scheduling the workday for School Psychologists, Social Workers, Child Development Specialists, Audiologists and Student Services Specialists will continue throughout the duration of the Agreement.

7.4.3 This section does not apply to any other professional educators not specifically listed above.

7.5 The workday for professional educators in the building shall begin at least fifteen (15) minutes before the student day and shall extend at least fifteen (15) minutes beyond the student day. Professional educators shall not be required to perform duties for more than seven-and-one-half (7½) minutes of the fifteen (15) minutes immediately before and/or for more than seven-and-one-half (7½) minutes of the fifteen (15) immediately after the student day. No professional educators shall be required to report prior to 7:45 a.m. or remain later than 4:15 p.m. For program reasons, the afternoon ending time can be adjusted to 5:15 p.m. for a few 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 standard workday.

7.6 If an administrator requests that a professional educator provide instruction (e.g. tutoring or small group instruction, outside of the professional educator's workday, and the professional educator volunteers to do so, such professional educator shall be compensated at their per diem hourly rate of pay.

7.7 Duty-free Lunch

7.7.1 All 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.

7.7.2 Passing time during which a professional educator has direct responsibility for students shall not be part of the thirty (30) minutes duty-free lunch. Professional educators who leave the school site during such period shall notify the school office.

7.8 Individual Planning Time

7.8.1 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:

7.8.1.1 High Schools (Grades 9-12): Not less than the equivalent of one (1) standard class period per day;

7.8.1.2 Middle Schools (Grades 6-8, except self-contained 6th grade classes): Not less than the equivalent of one (1) standard class period per day;

7.8.1.3 Not less than three hundred and twenty (320) 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.

7.8.1.4 Regardless of FTE, any professional educator who works a full day shall have planning time on that day.

7.9 Restroom Breaks

The building principal shall ensure that arrangements are made for restroom breaks for professional educators.

7.10 Meetings/Trainings

7.10.1 Professional educators may be required on thirty (30) Tuesdays during the school year to attend meetings or training sessions starting at the beginning of the fifteen (15) minute planning time at the end of the day and continuing for up to one hour and fifteen minutes beyond the workday.

7.10.2 The District will publish a schedule of the thirty (30) staff meetings before the end of the prior school year.

7.10.3 Professional educators will be responsible for completing four (4) hours of District mandatory on line training outside of scheduled staff meeting time. There will be no staff meetings on at least two (2) Tuesdays between the start of the school year and the due date of the mandatory online training.

7.10.4 Child Development Specialists, Social Workers, School Psychologists, Audiologists and Student Services Specialists may be required to attend trainings or meetings beyond the work day on Tuesdays only if the trainings or meetings fall within their workday/workweek provisions as set out in paragraph 7.4.

7.10.5 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.

7.11 Itinerants

7.11.1 The workday of a professional educator who works in more than one (1) building or is assigned outside the District shall not exceed the workday above and shall be covered by planning time and other provisions of this Article.

7.11.2 An adequate amount of travel time shall be allowed for professional educators who must change worksites during the workday.

7.11.3 Neither planning time nor the duty-free lunch time shall be used for travel time between worksites.

7.11.4 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.

7.12 Part-time

7.12.1 The workday and work load for part-time professional educators shall be proportional to that of full-time professional educators.

7.12.2 The workday for part-time 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 – 7.0 Hours 45 Minutes		Workday – 8 Hours	
Percentage	Time	Percentage	Time
10% (.10)	47 minutes	10% (.10)	48 minutes
20% (.20)	1 hr. 33 minutes	20% (.20)	1 hr. 36 minutes
25% (.25)	1 hr. 56 minutes	25% (.25)	2 hours
30% (.30)	2 hrs. 20 minutes	30% (.30)	2 hrs. 24 minutes
40% (.40)	3 hrs. 06 minutes	40% (.40)	3 hrs. 12 minutes
50% (.50)	3 hrs. 53 minutes	50% (.50)	4 hours
60% (.60)	4 hrs. 39 minutes	60% (.60)	4 hrs. 48 minutes
66% 2/3%	5 hrs. 07 minutes	66% 2/3%	5 hrs. 20 minutes
70% (.70)	5 hrs. 26 minutes	70% (.70)	5 hrs. 36 minutes
75% (.75)	5 hrs. 49 minutes	75% (.75)	6 hours
80% (.80)	6 hrs. 12 minutes	80% (.80)	6 hrs. 24 minutes
90% (.90)	6 hrs. 59 minutes	90% (.90)	7 hrs. 12 minutes
100% (1.0)	7 hrs. 45 minutes	100% (1.0)	8 hours

7.12.3 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 20.

7.12.4 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.

ARTICLE 8
WORKLOAD

8.1 Except as provided by Article 16, paid extended responsibility assignments, paid extra duty assignments, and voluntary attendance at in-service classes are excluded from this Article and are covered by Article 16 and Appendix B.

8.2 The work load of professional educators shall be generally comparable to that which existed in the 2017-18 school year.

8.3 Overload Pay

8.3.1 Section 8.3 shall remain in effect in a status quo period.

8.3.2 Overloads (Effective starting with the 2018-19 school year)[1]

8.3.2.1 Student loads will be calculated on the third Monday in October and the third Monday in February. If a professional educator's load exceeds the limits in 8.3.3, the District will implement one of these three options:

a. Within two weeks, move students to meet the limit.

b. Within two weeks provide .5 FTE educational assistant for an elementary general education classroom, or a paraeducator for a special education classroom. Except as provided in 8.3.2.2, the professional educator may decline the assistant or paraeducator and select the stipend, or

c. Pay any professional educator over a threshold a stipend equal to 1.5% of the base BA+0 salary per semester; except for the two exceptions noted in the table in 8.3.3.1.

8.3.2.2 Assistants or paraeducators already assigned to the class due to threshold estimates will count towards this relief and may not be declined in favor of a stipend.

8.3.2.3 The stipend will be paid as part of the next payroll period.

8.3.2.4 The methodologies for determining which classes are regular or performance classes and how to count students in certain class configurations are addressed in Sections 8.3.5 and 8.3.6.

8.3.2.5 For professional educators in multiple buildings, or for professional educators working less than 1.0 FTE, the stipend will be prorated.

[1] Not a staffing model

8.3.3 Overload Pay Threshold and Percentage Charts

8.3.3.1 Effective July 1, 2018, the following teaching/caseload thresholds shall be established with the expectation of providing overload pay to individual professional educators if the District chooses to exceed these thresholds.

a. Elementary (PK-5)

Position	Teaching Load Threshold for Overload Pay	% of Base Salary increased per Student over the Thresholds
K	24	3% (1.5% each semester)
1-3	26	3% (1.5% each semester)
4-5 (and self-contained 6th grade)	28	3% (1.5% each semester)
Elementary Specialists including librarians/media specialists	Determined by average overload of the building beginning with the average of 1.0 overage. The average will be rounded to the closest whole number thereafter.	3% (1.5% each semester)

b. Middle School / High School Grades (6-12)

Position	Teaching Load Threshold for Overload Pay	% of Base Salary increased per Student over the Threshold
MS Teachers	150	Increase salary by 3% (1.5% each semester) per five Students over Threshold (triggered by first student over)
MS Performance Class Teachers	220	Increase salary by 3% (1.5% each semester) per five Students over Threshold (triggered by first student over)
HS Teachers	160	Increase salary by 3% (1.5% each semester) per five Students over Threshold (triggered by first student over)
HS Performance Class Teachers	225	Increase salary by 3% (1.5% each semester) per five Students over Threshold (triggered by first student over)

c. Overload Pay for Special Education Teachers and Specialists

Position	Teaching Load / Caseload Threshold for Overload Pay	% of Base Salary increased per Student over the Threshold
Special Education Teachers Special Schools Program (Pioneer)	10 students	Increase salary by 5% (2.5% each semester) per student over the Threshold
Special Education Teachers Self Contained-Focus Classrooms	13 students	Increase salary by 5% (2.5% each semester) per student over Threshold
Special Ed. Teachers (Learning Center HS)	32 students	Increase salary by 3% (1.5% each semester) per Student over Threshold
Special Ed. Teachers (Learning Center MS)	31 students	Increase salary by 3% (1.5% each semester) per Student over Threshold
Special Ed. Teachers (Learning Center PK-5)	30 students	Increase salary by 3% (1.5% each semester) per Student over Threshold
Speech and Language Pathologists	50 students	Increase salary by 3% (1.5% each semester) per Student over Threshold
Elementary Counselors	1 to 525 students	Increase salary by 3% (1.5% each semester) per 10 Students over Threshold (triggered by first student over)
Middle School Counselors	1 to 475 students	Increase salary by 3% (1.5% each semester) per 10 Students over Threshold (triggered by first student over)
High School Counselors	1 to 400 students	Increase salary by 3% (1.5% each semester) per 10 Students over Threshold (triggered by first student over)
Middle School Librarians/Media Specialists	1 to 850 students with credit of 375 students for full-time library assistant.	Increase salary by 3% (1.5% per semester) per 100 students over the Threshold (triggered by first student over)

High School Librarians/Media Specialists	1 to 1100 students with credit of 425 students per fulltime library assistant and/or 325 students per fulltime book clerk.	Increase salary by 3% (1.5% per semester) per 100 students over the Threshold (triggered by first student over)
School Psychologists	1 to 135 special education students	Increase salary by 3% (1.5% each semester) per five (5) Students over Threshold (triggered by first student over)

8.3.4 Elementary specialist classes will not exceed 35 students per class.

8.3.5 The methodology for identifying performance classes is as follows:
Classes such as PE, band, choir, physical education and theater are performance classes. Any class that is more like a traditional academic class such as history or biology would not be considered a performance class. For example, Sports Physiology, which is listed in the course description as a challenging academic course requiring course work and study is a course more akin to biology and is not a performance class. History and literature of the theater is more akin to literature courses and is not a performance class. Drama – Stage craft is more akin to performance classes like Dance Technique or Weight Training. Classes labeled as "student support, tutorial, and study skills" shall be classified as regular classes. Performance classes are distinguished by being more of the nature of a "performance" or "production" as compared to a traditional "academic" class in which there is direct instruction. The parties shall meet as necessary (but at least annually) to review the list of classes and to determine if new classes should be listed as performance classes for purposes of Article 8.

8.3.6 Special student count rules:

a. Teaching Assistants and Peer Mentors shall not be counted towards student loads, so long as the teacher voluntarily agrees to have these students in his/her classroom and so long as the total number of teaching assistants or peer mentors for a full-time teacher does not exceed ten (10). A teacher shall not accept more than ten (10) teaching assistants or peer mentors.

b. Students in an independent study do not count on that teacher's load, so long as the teacher voluntarily agrees to have the student in his/her classroom and there are no more than two (2) students in the independent study per class period, and no more than a total of six (6) students in independent study. A teacher shall not accept more than two (2) students per period in independent study or more than six (6) total.

c. Students in "double blocks" shall be counted in each class.

8.4 Overload Relief for Exceeding a Number of Unique Preparations

8.4.1 Section 8.4 shall remain in effect in a status quo period.

8.4.2 The District will pay $1,000 per semester to a professional educator who functions as a high school, middle school or departmentalized 6-8 grade classroom teacher for each additional unique preparation over three (3). The District will produce a report of preparation each semester to monitor and inform the District and Association of the situation.

8.4.3 Preparations are defined as the number of unique courses for which a professional educator must prepare (e.g., Algebra 1, US History). AP and IB courses shall be considered unique courses.

8.5 Duties

Duties assigned during the workday to professional educators shall not infringe upon their duty-free lunch period and/or planning time. Good faith consideration of fairness and balance will be made in assigning such duties to professional educators. SLPs, School Psychologists, Counselors, QMHPs and other specialists shall not be assigned more duty time than what is generally assigned to other professional educators.

8.6 Progress/Grade Reports

8.6.1 Professional educators shall 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.

8.6.2 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.

8.7 Substituting for other Professional Educators

8.7.1 Every effort will be made to employ substitute teachers to cover classes of absent teachers. Except in true emergency situations and except as otherwise provided in 8.7.2, professional educators shall not be required to substitute for other professional educators. The District shall maintain a system that allows professional educators an option to select their preferred substitutes.

8.7.2 Site Support Instructors (SSIs)

8.7.2.1 The parties have agreed to establish a licensed teaching personnel position entitled Site Support Instructor (SSI). This position shall fall within the scope of the School District No. 1 Multnomah County Oregon and Portland Association of Teachers Collective Bargaining Agreement (CBA).

8.7.2.2 Starting in the 2017-18 school year, the District may engage up to 15 Site Support Instructors. The number of SSIs and the location shall be determined by the District prior to staffing. The District shall review the data for the current and previous school year past select buildings based on the percentage and number of unfilled substitute jobs in the building. For purposes of Article 18, Transfers the District shall reassign current SSIs to buildings for the next school year prior to the internal staffing process so that SSIs will know their assignment for the following year prior to considering other assignments. SSIs may apply in the internal and external staffing process as otherwise provided in Article 18.

8.7.2.3 The SSI is considered a regular member of the staff in the building to which s/he is assigned and will not be used to fill vacancies at other buildings.

8.7.2.4 The SSI will be provided a workstation at the building to which s/he is assigned with computer access and a District email address.

8.7.2.5 The SSI will not be used in place of requesting a substitute through the District substitute system.

8.7.2.6 The SSI will not be used for long-term substitute positions.

8.7.2.7 The SSI may be used in a variety of classroom settings in any one day. However, a SSI may not be assigned to cover the work of more than one professional educator each day.[2]

8.7.2.8 The SSI may be utilized to cover classroom instruction so that another professional educator may attend to a need designated by the building administrator or the building administrator's designee.[3]

8.7.2.9 Generally, the SSI will not have a disproportionate amount of duty/supervision in any given day.

8.7.2.10 All the terms and conditions of the Agreement shall apply to the SSI except:

a. The SSI may work an adjusted daily work schedule to meet the demands of planning for instruction with little notification. The daily work schedule will be determined collaboratively between the SSI and the building Administrator or the building Administrator's designee.

b. The starting time for the SSI shall not be before 7:00 a.m. without a specific contract exception.

c. Except as provided in Section d below, the workday for the SSI shall not exceed seven hours and 45 minutes (7.75 hours) without a specific contract exception.

d. The daily work schedule for the SSI may be extended to provide time to attend staff meetings that may normally occur beyond his/her workday. If the daily schedule is so extended, the individual shall be granted time off with pay within the same workweek equal to the amount of time his/her schedule was so extended. If the daily schedule is extended but the SSI is not granted time off with pay within the same workweek equal to the amount of time his/her schedule was so extended, the SSI shall be compensated at his/her per diem hourly rate for such extended time. The extended workday shall not exceed eight (8) hours without a specific contract exception.

e. SSIs shall receive the same daily prep/planning time otherwise due to the individual s/he is assigned to cover.

f. The SSIs shall be eligible to accept any Extended Responsibility pay opportunities that the building Administrator or the building Administrator's designee merits to be in the best interest of the school.

g. In collaboration with the building Administrator or the building Administrator's designee, the SSI may pursue District supported professional development that will promote his/her opportunities for regular employment.

h. SSI shall be allowed to participate in all professional development and training offered to the general staff. Any such professional development and/or training offered outside the workday shall be paid in accordance with Section 21.2.

i. For the purposes of Section 18.6 (Administration Initiated Transfers), the SSI are to be treated as an individual classification rather than as a part of the building teaching staff.

j. For the purposes of the articles on layoff and transfer, SSI shall be considered as a "subject".

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[2] The parties agree to continue to discuss the working conditions applicable when a SSI is assigned to cover the work of more than one professional educator in a day.

[3] It is expressly understood that the instances when the SSI is utilized in this manner will be thoughtfully placed and assigned by the building Administrator or the building Administrator's designee so that the SSI can be successful in his/her coverage.

k. Notwithstanding subparagraph (j) above, competency for the purpose of placement within the District but outside of the SSI position shall be defined as the ability to teach a subject or grade level based on recent teaching experience related to that subject (as further defined by Appendix D) or grade level within last five (5) years, or educational obtainments, or both, but not based solely on being licensed to teach.

8.8 Mother Friendly Workplace

8.8.1 The District shall provide reasonable break time for an employee to express breast milk for her nursing child for one year after the child's birth each time such employee has need to express the milk. The District shall post the administrative directive entitled Mother Friendly Workplace (5.50.059-AD) at each site and shall include the administrative directive in the new hire materials and maternity leave paperwork.

8.8.2 If feasible, mothers shall take the rest periods to express milk at the same time as the break times or meal periods that are otherwise provided to the professional educator. When not feasible, coverage shall be provided.

8.8.3 Administrators may assign Site Support Instructors to provide coverage, with no additional compensation. If a Site Support Instructor is not available, Administrators may ask other professional educators to voluntarily provide coverage. When a professional educator (other than a Site Support Instructor) voluntarily agrees to provide coverage, time in consideration of work missed while providing coverage shall be scheduled outside of the standard work day at a time mutually agreed to between the professional educator and the Administrator and shall be paid at the professional educator's per diem hourly rate of pay for such time.

8.9 IEPs

8.9.1 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 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. A professional educator who chooses to conference during her/his individual planning time, including the 15 minutes at the end of the work day, can do an equivalent amount of planning time outside of the work day and be compensated at her/his hourly rate for the length of the conference.

8.9.2 Professional educators who are required to write student plans other than IEPs, including Gifted Student plans or 504 plans, shall be provided at the professional educator's option either release time or compensation at his/her per diem hourly rate. One hour shall be allotted for each student plan.

8.10 Special Education Spaces and Materials

Special Education professional educators shall have:

8.10.1 A dedicated space/classroom;

8.10.2 Instructional, academic, and curriculum materials available in classroom; and

8.10.3 Materials and curriculum for social/emotional skill needs of the students available in the classroom.

8.11 The District shall supply and maintain materials in current adoptions. The District shall provide professional educators with related core instructional materials and an opportunity for in-service before requiring implementation of new adoptions, programs or curricula.

8.12 Curriculum Materials in Language of Instruction

The District shall make every effort to provide professional educators working in dual language immersion programs equivalent district-adopted materials to those teachers instructing in English-only classes. An educator may make a request to the Department of Dual Language for the needed materials. If such materials are not available, the Department of Dual Language will either:

8.12.1 Arrange for the materials to be translated and provided, or

8.12.2 If a professional educator and the Department of Dual Language agree in writing that the professional educator will translate specific materials necessary for core instruction, the professional educator will be compensated at his/her hourly rate for additional hours agreed upon in advance. To receive compensation, the professional educator must submit the translated materials to the Department.

8.12.3 When materials are produced by the Department or by a professional educator, the Department will make the materials available to all other educators teaching in the same program.

8.13 Each professional educator may request access to a phone in a private area during the contract day, and a good faith effort will be made to provide such access.

8.14 Professional educators shall have access to a computer as may be necessary to carry out their responsibilities. All professional educators shall have access to a copy machine and an adequate amount of paper to meet the required needs of instruction.

ARTICLE 9
STUDENT DISCIPLINE / SAFETY

9.1 Professional Educator Authority and Protection

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

9.1.1 Oregon Statutes on Discipline, Attendance and Exclusion of Students, Chapter 339 Oregon Revised Statutes;

9.1.2 Current District Disciplinary Procedures: *The Student Rights and Responsibilities Handbook* and *Guide*;

9.1.3 All administrative directives which are for the general knowledge of professional educators including building handbooks/rules; and

9.1.4 "Policies and Regulations"

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

9.2 Definitions

For the purposes of this article, the following definitions shall apply:

9.2.1 Physical Attack/Harm: Intentionally touching (e.g.: poking, pinching, pushing) or striking of another person against his or her will or intentionally causing bodily harm to an individual.

9.2.2 Threat/Causing Fear of Harm: Physical, verbal, written or electronic action which immediately creates a fear of harm, without displaying a weapon and without subjecting the victim to actual physical attack.

9.3 Student Discipline

9.3.1 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 shall exist in each building or program. The process must be in accordance with District policies and regulations and State law.

9.3.1.1 Use by the professional educator of individual independent in-class expectations, rules, and plans for student management, in conformance with the building's discipline plan.

9.3.1.2 That a professional educator may remove a student from class who is disrupting the educational program in a manner requiring immediate action by the professional educator, or who has exhibited a pattern of disruptive behavior, and send the student to a location designated by the principal.

9.3.1.3 That the principal, supervisor or his/her designee shall, at the professional educator's request, confer with the professional educator without disrupting the 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.

9.3.1.4 That a procedure 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 professional educator. Such procedure shall provide that only professional personnel shall have a decision-making role in the handling of such students.

9.3.1.5 That if unacceptable student behavior continues, at either's request, the principal, or supervisor, and the professional educator shall develop and implement a mutually acceptable behavior correction plan involving, as appropriate, the principal, supervisor, 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, professional educator, administrator and others.

9.3.1.6 If the plan does not result in a change in the disruptive behavior, the administrator in conference with the professional educator will take additional steps as may be appropriate which are consistent with and guided by the *Students' Rights and Responsibilities Handbook/Guide*. Each professional Educator shall be allowed to write referrals for any student under his/her supervision at any stage of the referral process. Professional educators shall have access to referrals written by them and shall be able to track or receive documentation of the disposition of the referrals.

9.3.1.7 An allegation that a student has committed Threat/Causing Fear of Harm or Physical Attack/Harm upon a professional educator shall result in the removal of the student from the responsibility of the professional educator pending administrative investigation of the incident. The administrator shall exercise appropriate progressive discipline as set forth above. If the investigation shows Physical Attack/Harm did occur and the professional educator so recommends, the student shall not be returned to the affected professional educator's responsibility.

9.3.1.8 In accordance with the *Students' Rights and Responsibilities Handbook/Guide*, any student who has been involved in a violation of state or federal law regarding weapons at school 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 or the Deputy Superintendent may modify the disciplinary consequences on a case-by-case basis. A report of the modifications of disciplinary consequences shall be provided to the Superintendent at least twice a year.

9.3.1.9 Any student found to have committed Threat/Causing Fear of Harm or Physical Attack/Harm upon a professional educator shall be immediately subject to appropriate discipline in accordance with the *Students' Rights and Responsibilities Handbook/Guide*. However, there shall be a minimum of five (5) days suspension for a Threat/Causing Fear of Harm and mandatory expulsion for the remainder of the year for Physical Attack/Harm. The Superintendent or Deputy Superintendent may modify the disciplinary consequences on a case-by-case basis. A report of the modifications of disciplinary consequences shall be provided to the Superintendent at least twice a year.

For PK-5 students, the minimum five (5) day suspension for Threat/Causing Fear of Harm shall not apply; however, an intervention shall occur and the Threat/Causing Fear of Harm will be documented. If the Threat/Causing Fear of Harm rises to the standard in law, a suspension may be allowed.

9.3.1.10 Any student making a serious or menacing threat of harm to the person, property or family members of a professional educator shall be immediately subject to appropriate discipline in accordance with the *Students' Rights and Responsibilities Handbook/Guide*.

9.3.2 Culturally Responsive Tiered Fidelity Inventory (CR-TFI)

9.3.2.1 The building discipline procedure (School Climate Plan) is under continuous review in a process as outlined in a District approved Inventory of Multi-Tiered System of Supports (e.g.: Tiered Fidelity Inventory (TIF)).

9.3.2.2 Copies of the specific building discipline procedures/school climate plan shall be clearly communicated to all staff during Professional Development (PD) before the start of each school year. Copies of the specific building procedures/school climate plan shall be distributed to students and families by the end of the first week of school. Copies shall also be posted online on the school's website.

9.3.2.3 The District shall ensure that all School Climate Plans are in accordance with the District/PAT Collective Bargaining Agreement, District policy, and State and Federal laws.

9.3.2.4 The District shall ensure that all schools shall maintain a School Climate Team. Each member of the School Climate Team will complete training and the District shall provide substitutes as necessary when this training is taking place.

9.3.2.5 The District shall ensure that all schools establish and maintain a process to identify and implement school wide expectations (as contemplated by the CR-TFI) with students, teachers, and families using the following components of the CR-TFI as a guide:

a. 1.3 – Behavioral Expectations

b. 1.10 – Faculty Involvement

c. Student/Family/Community Involvement

9.3.2.6 Using 1.10 (Faculty Involvement) and 1.11 (Student/family/Community Involvement) of CR-TFI, the District shall direct all schools to continue working towards the level of "Fidelity" in their Tier 1 work.

9.3.2.7 The District shall ensure that supports are available to facilitate this work including but not limited to:

a. Scheduled trainings on the Learning Campus (required)

b. Funds available to provide site-based trainings and provide sub coverage for staff, as well as extended hours to participate in identified professional development opportunities

c. School Climate TOSA for development and follow-up

d. Professional development time before the first student day designated to update staff on past climate plan work and to review school wide expectations

e. At least an hour a month in staff meetings designated to building climate team work.

9.3.2.8 The District shall direct Office of School Performance (OSP) Leadership to seek monthly updates of school process implementing the CR-TFI.

9.3.2.9 The District shall facilitate in-depth training for new building administrators on CR-TFI.

9.3.2.10 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.

9.4 Behavioral Supports

9.4.1 The purpose of the District-level program of behavioral supports and strategies is to foster a safe and supportive environment for students and professional educators. This will be accomplished through the implementation of a multi-tiered system of support, and other practices and engagement strategies.

9.4.2 The work of the Department of Student Support Service (DSSS) will include:

9.4.1.1 Overseeing and assessing the behavioral support needs of the District;

9.4.1.2 Building capacity within each school/program by working collaboratively with professional educators, building principals, and OSP Leadership;

9.4.1.3 Reviewing school-based behavioral Tier 1 and Tier 2 supports in place at the school and in classrooms.

9.4.1.4 Identifying appropriate Tier 2 and Tier 3 evidence-based behavior interventions to support schools.

9.4.1.5 Stabilizing critical situations for students and professional educators in a temporary capacity, until recommendations for support are communicated to the building principal, Tiered Supports Team and OSP Leadership.

9.4.3 The DSSS shall include a district-level Rapid Response Team which shall be tasked with overseeing and assessing the support needs of the District with a special focus on students, teachers, and buildings as a whole.

9.4.4 The responsibilities of the Rapid Response Team (RRT) include but are not limited to:

9.4.4.1 Stabilizing crisis situations for student and professional educators;

9.4.4.2 Determining what existing personnel in the District and in the building can do to meet the support needs of students and professional educators identified by the team; and

9.4.4.3 Determining when additional personnel and/or resources are needed to meet the support needs of students and professional educators identified by the team.

9.5 Full Continuum of Special Education Services

The District shall maintain a full continuum of special education services and sufficient seats in a variety of programs to meet students' identified special education needs.

9.6 Personal Injury Benefits and Property Loss

9.6.1 Any case of Physical Attack/Harm or Threat/Causing Fear of Harm upon a 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.

9.6.2 The District will create and maintain a packet of materials for professional educators who experience a physical a physical attack/harm at work. Items in this packet will include but not be limited to information about workers' compensation, the collective bargaining agreement, leaves of absence, insurance benefits, and the employee assistance program.

9.6.3 The District shall reimburse professional educator for loss of or damage to personal property excluding the professional educator's automobile under the following circumstances:

9.6.3.1 when the loss is a result of any Physical Attack/Harm or Threat/Causing Fear of Harm on the professional educator's person suffered during the course of employment.

9.6.3.2 property stolen or damaged by the use of forcible entry on a locked container. Every school shall provide a secure and lockable location for professional educators to use for such storage.

9.6.3.3 loss of the 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.

9.6.4 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 one thousand dollars ($1,000) and shall not be made when carelessness or negligence on the part of the professional educator was evident.

9.6.5 Professional educators shall cooperate and support the District in its investigation and resolution of any reported loss. The District shall provide assistance in attempting to investigate and/or reclaim other stolen or damaged personal property including automobiles.

9.7 Safety

9.7.1 A 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 professional educator. The 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 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.

9.7.2 The District shall furnish employment and places of employment which are safe and healthful for 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 professional educators.

9.7.3 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 experience Physical Attack/Harm and/or Threat/Causing Fear of Harm.

9.8 Field Trips

A professional educator may request additional supports for a field trip or other excursions to reasonably ensure the safety of all involved. The District will provide additional supports to special education students as specified in their IEPs.

9.9 Student Behavioral Records

9.9.1 Student behavioral records shall be accessible to the receiving professional educator.

9.9.2 School officials shall set up procedures so that information about students with records of violence including weapon violations 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.

9.9.3 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.

9.10 The District shall provide a legal defense and indemnification to professional educators arising out of tort claims for any alleged act or omission occurring in the performance of the professional educator's duty in accordance with, but subject to, the limitations provided in ORS 30.285 and 30.287. Professional educators shall cooperate with the Board and counsel in connection therewith as provided in ORS 30.287(2).

9.11 All building handbooks shall be consistent with District policies concerning mandatory reports to the Department of Human Services (DHS). Principals shall not direct or encourage professional educators to make such reports with administration or others in lieu of reporting to DHS as required by law.

ARTICLE 10
ACADEMIC FREEDOM AND INSTRUCTION

10.1 Academic Freedom

10.1.1 Professional educators shall be guaranteed academic freedom in instructional presentations and discussions and in faculty discussions of education policy. 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).

10.1.2 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.

10.2 Student Grades

Student grades issued by a teacher 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 teacher(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.

10.3 The parties will convene a work group to evaluate and seek mutually agreeable policies and procedures regarding intellectual property issues.

ARTICLE 11
SCHOOL IMPROVEMENT COUNCILS

11.1 Purpose

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

11.2 District Site Committee

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

11.3 Council Participation

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

11.4 Council Roles and Responsibilities

Actions and decisions of the council will be in accordance with law, existing Board policies, established administrative procedures and applicable collective bargaining agreements. Achieving consensus among site council members is a desired operational goal. If consensus is not reached, the council shall make its determination by majority vote. Professional educator on site councils shall be given copies of the site budget and other public documents upon request.

11.5 Implementation of Decisions

Prior to implementation of a council decision, it shall be communicated in writing to the 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, the pending decision shall be put to a vote of the professional educators. To implement the decision, a majority of those participating in the vote shall be required.

11.6 Meetings

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

11.7 Training of Councils

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

ARTICLE 12
COMPENSATION

12.1 Salary Schedules

12.1.1 Index. The salary schedule indices are set forth in Appendix A-1.

12.1.2 Appendix A-2 sets forth the basic annual salaries for the period July 1, 2019, through June 30, 2020. The 2019-20 salary schedule shall be increased by 3%.

12.1.3 Professional educators with a doctorate degree in field related to assignment shall receive an additional $2,000 per school year.

12.1.4 Professional educators who have received and retain a National Board Certification for Professional Teaching Standards shall receive an additional $1500 per school year. Only Professional Educators with NBCPTS will receive this stipend after July 1, 2020. Stipends paid inadvertently to professional educators for national board certifications other than NBCPTS will be grandfathered until June 30, **2020** and then discontinued. The District and The Association agree to convene a workgroup to review appropriate stipends for certifications available to educators by June 30, 2019.

12.2 Salary Placement

All professional educators shall be placed on the salary schedule based upon their prior work experience and education/training level. Additional information about salary placement can be found in the *Guidelines for Professional Growth/In-service* (see reference in Section 21.2).

12.2.1 Educational Credit

12.2.1.1 At such time that the State of Oregon requires completion of a "5th year" program for licensure, new professional educators shall be given credit for the hours required following the Bachelor's degree for completion of a "5th year" program up to a maximum of forty-five (45) quarter hours. Currently employed professional educators, who have completed a "5th year" program but were not given credit at the time of employment, shall be given credit on the salary schedule up to the BA+45 column.

12.2.1.2 Vocational professional educators may receive credit for technical coursework taken at a community college. Such courses shall be relevant to the professional educator's field of preparation and to service as a professional educator in this District.

12.2.1.3 In order to receive a salary adjustment retroactive to the beginning of the current school year, a professional educator must, by October 31st, provide the Human Resources Department with proof of completion of coursework. Adjustments based upon proof received after October 31st will be made effective the first day of the next pay period.

12.2.1.4 Multiple Graduate Degrees and Graduate Credits

Placement on the salary schedule and salary advancement for professional educators with multiple graduate degrees shall be in accordance with the following:

a. Educational experience (lane advancement) shall be granted for any fully completed graduate degree (MA, MFA, JD, PHD, etc., regardless of date of licensure.
b. Column salary credit (lane advancement) will not be limited to a single graduate degree.

c. Educational experience would be based on the order the graduate degrees were earned. The first graduate degree earned would advance the professional educator to the MA lane.

The second graduate degree earned would count as graduate credits beyond the MA+0 lane.

d. No graduate credits prior to licensure shall be credited towards lane advancement unless/until they become part of a completed graduate degree.

e. Graduate credits earned outside of a degree program are eligible for salary advancement, as long as they are earned after licensure and are consistent with the requirements in the In-Service Guidelines.

12.2.2 Experience Credit

12.2.2.1 Newly hired temporary or probationary professional educators who have previous experience/experience working in a PK-12 school setting where the responsibility was similar to that of professional educators in the Portland Public Schools shall be given experience credit on the following basis:

a. one (1) year of credit for each full year of full-time experience (minimum one hundred thirty-five (135) days within the regular school year); and

b. one (1) year of credit for each two (2) years of part-time experience that is half-time or more but less than full-time (minimum of one hundred thirty-five (135) days within the school year).

c. Verification of experience shall be made by the Human Resources Department.

12.2.2.2 Central Staff Professional Librarians, and other Central Office 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.

12.2.2.3 Any 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 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 that the resignation be rescinded.

12.2.2.4 Teaching experience shall be granted for prior kindergarten or nursery school teaching provided the teaching was 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.

12.2.2.5 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.

12.2.2.6 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 PPS will be allowed as experience.

12.2.2.7 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. 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.

12.2.2.8 In the event that records have been destroyed, a notarized statement from two (2) responsible adults, other than relatives, having knowledge of the professional educator's experience, may be accepted.

12.2.2.9 A professional educator assigned to a vocational teaching position shall be granted salary credit for a related vocational experience on the following basis:

a. Non-degreed applicants shall be eligible for placement on the "BA" column of the 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.

b. Degreed 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.

12.2.2.10 School psychologists' placement and progression shall be on the MA+45/BA+105 column of the 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.

12.2.2.11 Speech and Language Pathologists' placement and progression shall be on the MA+45/BA+105 column of the 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.

12.2.2.12 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).

12.2.2.13 Placement on the salary schedule for child development specialists, behavior management specialists and student service specialists shall be as follows:

a. 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.

b. Credit will be given for relevant course work beyond a Bachelor's 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.

12.3 Salary Advancement

12.3.1 Advancement by reason of change in educational status (lane advancement) shall be in accordance with the article on Professional Growth. Additional information about salary advancement can be found in the *Guidelines for Professional Growth/In-service* (see reference in Section 22.2).

12.3.2 Plus hours beyond initial salary placement must be based on coursework at accredited colleges or universities.

12.3.3 Employees, who earn a credit level necessary to advance to another column on the salary schedule, shall be paid at the new salary level effective the first day of the next pay period after 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.

12.3.4 Effective July 1 of each year, professional educators, except those on the highest step of each column, shall receive a step increase.

12.3.5 A professional educator who works half-time or more shall be entitled to a step increase if s/he works fifty percent (50%) or more of his/her work year. Regularly credited sick or other paid leave for which professional educators receive full or partial pay shall count as days worked.

12.4 Payroll Checks

12.4.1 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.

12.4.2 The method of payment selected by a professional educator cannot be changed during the course of the school year.

12.4.3 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., professional educator contributions to health and welfare insurance, credit union, etc.).

12.4.4 Professional educators shall be paid on the last business day of the month. During the summer period checks shall be mailed to the designated address of the 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.

12.4.5 If a professional educator 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.

12.4.6 Salary payments for extended responsibility assignments of a seasonal nature, such as coaching, shall be paid at the 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.

12.4.7 Part-time and Extended Contracts

12.4.7.1 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.

12.4.7.2 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.

12.5 Special Salary Provisions

12.5.1 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.

12.5.2 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.

12.5.2.1 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).

12.5.2.2 Professional educators working in the regular day school, evening high school, and home instruction program shall receive .22 times the daily rate for the base salary per hour or the member's hourly rate; whichever is higher. Such professional educators shall not teach more than ten (10) hours per full workweek under this provision.

12.5.2.3 Professional educators assigned as Student Activity Advisors and for student supervision at times after the workday shall be paid 0.13 times the base salary daily rate per hour. Non-paid volunteers may be used in these positions only if such positions would not otherwise be filled by unit members.

12.5.2.4 A professional educator appointed to substitute in an administrative or supervisory position shall be paid his/her teaching salary plus 0.17 times the base salary daily rate per working day for a short-term emergency period. When the professional educator 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. 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 shall be provided in addition to such pay.

12.5.2.5 Rate of pay for teachers of in-service classes shall be 2.0 times the base salary daily rate per credit hour.

12.5.2.6 Professional Educators of Outdoor School shall receive an additional 0.65 times the base salary daily rate. 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.

12.5.2.7 Rates of pay for professional educators for each half-day session of Summer School shall be 3.2 times the base salary daily rate.

12.5.3 Each school year the Human Resources Department shall post the rates of pay for all rates included in Section 12.5 Special Salary Provisions.

12.6 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.

12.7 Materials and Supplies Stipend

Each professional educator shall receive 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.

ARTICLE 13
INSURANCE PROTECTION

13.1 Health and Welfare Trust

13.1.1 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.

13.1.2 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, and group term life insurance, and associated administrative costs and Trust reserves for full-time professional educators, and their eligible dependents and domestic partners is as follows:

13.1.2.1 The District shall contribute for full-time eligible professional educators and their eligible dependents and domestic partners ninety-three percent (93%) of the PAT composite premium.

13.1.2.2 The 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.

13.1.2.3 Group term life insurance with accidental death and dismemberment (AD&D) shall be provided with a benefit of $50,000. Professional educators covered by health insurance benefits shall have the ability to purchase additional coverage by payroll deduction.

13.1.3 Long Term Disability

All eligible professional educators must enroll in Long Term Disability (LTD) coverage. The Association shall be responsible for setting the eligibility and plan requirements. The full premium cost of the LTD plan shall be paid by the professional educators.

13.1.4 Insurance Coverage

Professional educators may opt out of medical, dental, vision, prescription drug benefits, and additional life insurance. Neither the District nor the professional educator shall make payments to the Trust for those who opt out. However, these professional educators shall be enrolled in the $50,000 group life insurance with AD&D at the District's expense and in the LTD plan at the professional educator's own expense. This opt out provision shall expire one year after the successor to this Agreement is ratified. However, the change will not be implemented until the start of the first plan year thereafter.

13.1.5 The benefits in existence on the date of execution of this Agreement, including the provisions identified in Appendix F, shall be maintained by the District for the full term of this Agreement, except if mandated by a new state insurance plan.

13.1.6 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 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 professional educator, the Trustees shall certify to the District that the professional educator (himself or herself) has such medical/hospitalization coverage through the Trust. A full contribution shall be made by the District for professional educators having a work schedule of seventy-five percent (75%) or more of a full-time professional educator. The District shall make a contribution of fifty percent (50%) of the composite rate for professional educators having a work schedule of fifty percent (50%) up to seventy-five percent (75%) of a full-time professional educator.

13.1.7 For temporary professional educators, the District shall make a contribution to the Health and Welfare Trust in accordance with 13.1.2 for two (2) months following the end of the standard work year, as defined in Section 6.2, if the temporary professional educator(s):

13.1.7.1 worked at least half-time, and worked at least half of the contract year, and finished the contract year in a bargaining unit position; or

13.1.7.2 worked at least half-time and is retained in a bargaining unit position for the following school year.

13.1.8 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 not count as time not worked.

13.1.9 The District shall assure the continuation of a tobacco abatement program, through the Health and Welfare Trust, for professional educators and their families.

13.2 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 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 professional educator. The District may require as a condition to this coverage that before the vehicle is used on District business, the 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 professional educator for any deductible cost the professional educator is required to pay, as a result of an on-duty accident, not to exceed five hundred dollars ($500). Reimbursement will not be made if the professional educator is convicted of or admits to driving under the influence of intoxicants or with a suspended license.

13.3 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 professional educators participating in such insurance programs.

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

13.5 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 C.

13.6 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.

ARTICLE 14
MILEAGE, PARKING AND PROCUREMENT CARDS (P-CARDS)

14.1 Mileage

14.1.1 Eligibility

Professional educators 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 proof of insurance from their insurance company verifying they have insurance coverage at least equal to the State of Oregon minimum requirement for registering a vehicle in the State.

14.1.2 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 educators required to use public transportation for on-the job travel, or who are approved for a daily-use car rental, shall receive reimbursement for the fare/rental providing they submit the required verification, or supervisor authorization.

14.1.2.1 Each year, any professional educator who must travel frequently as part of the regular assignment shall designate which of his/her assigned buildings is his/her home building. The professional educator shall use the District approved form to notify the account payable department of this designation.

14.1.2.2 Mileage between the home building and the professional educator's residence is not eligible for reimbursement.

14.1.2.3 For the first instance of travel on any given work day, the professional educator will be reimbursed for any mileage greater than the distance between his/her residence and his/her designated home building.

14.1.2.4 Any travel after the first daily instance, but prior to the end of the work day, shall be reimbursed.

14.1.2.5 The mileage between the final work site and a professional educator's residence will only be reimbursed if it exceeds the mileage between the designated home building and his/her residence. Only the excess mileage shall be reimbursed.

14.1.2.6 Consistent with IRS regulations and District policies and procedures, the District's Mileage Expense Reimbursement Request Form must be submitted no later than sixty (60) days from the date the actual expense was incurred. If a professional educator submits for reimbursement beyond the sixty (60) day limit, the amount of reimbursement shall be reduced by the amount of employer and employee associated taxes.

14.2 Parking/Commuting

14.2.1 At locations where the District has parking for teachers:

14.2.1.1 Professional educators with disabled person parking permits (either temporary or permanent) shall be given priority to receive teacher parking closest in proximity to entranceways to the work site.

14.2.1.2 Itinerants shall be given a reserved staff parking spot.

14.2.2 The District and the Association will jointly explore ways to improve and reduce the costs of commuting for professional educators.

14.3 Procurement Cards (P-Cards)

14.3.1 Eligibility

The District shall determine the professional educators who will be authorized for a P-Card based on business needs of the District for the purpose of making authorized purchases or payments on behalf of the District. The District shall place the application for the P-Card on the District website. A professional educator must obtain his/her supervisor's approval in order to apply. Professional educators shall complete District training on P-Card usage prior to obtaining a card, and reconciliation training prior to the first month's reconciliation for that professional educator's card.

14.3.2 Usage

Professional educators approved for a P-Card are responsible for following the District P-Card Manual(s), assuring that all purchases are for appropriate use as defined in the manual, retaining all documents and receipts, providing those documents when requested by the District, and reconciling P-Card transactions as required by the District.

14.3.3 Notification to the Association

The District shall notify the Association of any changes to the P-Card Manual(s). Upon request, the District will provide a list of professional educators who are currently authorized for P-Cards. In addition, the Association and the District shall mutually agree to changes to discipline resulting from P-Card misuse, and changes to the usage of the P-Card that result in new out-of-pocket expenses for professional educators. The Association may offer suggestions on other changes to the P-Card Manual(s).

ARTICLE 15
RETIREMENT

15.1 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 of the District.

15.2 Early Retirement Incentives

15.2.1 Insurance

15.2.1.1 The District shall contribute to the School District No. 1 Health and Welfare Trust the cost of medical/hospitalization plan for professional educators who:

a. elect early retirement 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, 2020;

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.

15.2.1.2 The District shall pay one-half (1/2) of the cost for the spouse/or domestic partner (as defined in Appendix C) of the retiree enrolled in the Plan.

15.2.1.3 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.

15.2.1.4 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 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 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 may continue to maintain his/her coverage on a self-pay basis until age sixty-five (65).

15.2.2 Stipend

15.2.2.1 The District shall provide an early retirement incentive of four hundred twenty-five dollars ($425) per month to professional educators of half-time or more who elect early retirement.

15.2.2.2 To qualify, professional educators 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 service with the District by September 30, 2020.

15.2.3 Such payments shall extend for sixty (60) months or until the professional educator reaches age sixty-two (62), whichever is first. A professional educator must give written notice of retirement no later than sixty (60) days prior to the effective date. Upon death of a professional educator receiving the early retiree incentive, the remaining payments will be made to the surviving spouse or estate of the retiree.

15.2.4 The District and Association shall form a workgroup to meet and explore alternatives to early retirement incentives for Tier 3 professional educators that will serve as an incentive to retain mid-career members and to be cost neutral to the District.

15.3 Early Notice of Retirement

Professional educators who give early notice of retirement shall receive early notice incentives in accordance with the provisions of Section 18.2.

15.4 Re-employment of Retirees

Professional educators who retire under the Oregon Public Employee Retirement System ("PERS") on or after December 1, and who the District re-employs between the Retiree's PERS retirement date and June 30 ("Retirees") are eligible for the benefits under this section.

15.4.1 The Retiree

15.4.1.1 Must have a PERS retirement date on or after December 1, and no later than June 1;

15.4.1.2 Must have submitted a written District Resignation Form ending District employment prior to the Retiree's PERS retirement date; (Note: Under PERS rules the PERS retirement date is the first of the month after an employee ends District employment. For example, if a professional educator ends employment on the last contract day before Winter Break, his/her PERS retirement date would be January 1. If a professional educator ends employment on January 1, his/her PERS retirement date would be February 1.); and

15.4.1.3 Must declare in writing his/her request to begin a new employment relationship with the District as a Retiree in the Retiree's prior position through the end of the work year or June 30, whichever first occurs. This written notice must be submitted to the District as part of the District Resignation Form no later than thirty (30) calendar days before the PERS retirement date.

15.4.2 The District will report all unused earned sick leave to PERS, except as stated in Section 15.4.4.2.c.

15.4.3 A Retiree will be re-employed by the District in the position that the Retiree held on the Retiree's date of resignation only if all of the following conditions are met:

15.4.3.1 The professional educator elects to retire between December 1, and June 30 of that school year; and

15.4.3.2 No internal transfer options are identified; and

15.4.3.3 There is no one on layoff status who is qualified for the position.

15.4.4 Any period of reemployment between December 1, and June 30, is a new employment relationship between the Retiree and the District as outlined below:

15.4.4.1 A re-employed Retiree is expected to demonstrate reliable and regular attendance at work and meet all expectations of the assignment.

15.4.4.2 Pay and benefits for re-employed Retirees are set forth below:

a. Insurance coverage under the District's insurance for active employees shall continue through July 31, if permitted by the terms of such insurance.

b. Retiree will be paid at his/her pre-retirement rate of pay, less the 6% PERS pickup.

c. Retiree will retain one (1) day of sick leave for each month worked, beginning the first month after his/her retirement date, and ending with the month in which the work is completed or June 30, (whichever comes first), but will not be eligible for any other District paid leaves.

d. Retirees will not have access to professional growth or professional improvement funds.

e. The PAT/PPS collective bargaining agreement may contain other pay or insurance provisions that apply. A Retiree performing duties such as coaching or advisor work following his/her retirement date is paid pursuant to the District/PAT collective bargaining agreement and time spent performing such extra work counts as hours for the purpose of the PERS maximum hours calculation.

f. For purposes of clarifying the language under the PAT/PPS collective bargaining agreement regarding the Early Retirement Incentive Stipend ("ERI"), a Retiree will begin to receive the ERI upon retirement, which means "separation from service" under Internal Retirement Code Section 409A. The ERI is intended to comply with the requirements of Code Section 409A, and will be interpreted in a manner consistent with the intent.

15.4.5 This new employment relationship between the District and the reemployed Retiree will end on the last day of the work year in June. In no event will the Retiree's reemployment extend beyond June 30.

15.4.6 Promise of employment as a Retiree after the end of the contract year in which he/she retires is neither stated nor implied.

15.4.7 Section 15.4 shall expire one year after the successor contract is ratified.

ARTICLE 16
EXTENDED RESPONSIBILITY

16.1 Professional educators with an extended responsibility assignment as set forth in Appendix B, attached to and incorporated in this Agreement, shall be compensated in accordance with the provisions of this Agreement without deviation.

16.2 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, extended responsibility pay positions are voluntary. Extended responsibilities may require work outside of the standard workday and/or work year. If there is a desire to change or increase these requirements, the District or Association must refer the changes to the extended responsibilities committee. Only mutually agreed upon changes shall be implemented.

16.3 Extended responsibilities that are an extension of the assignment are indicated in Appendix B 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. Extended responsibilities that are an extension of the assignment as indicated in Appendix B by (*) are covered by Article 8.

16.4 When part-time professional educators hold an extended responsibility, the percentage of the extended responsibility shall be determined by the portion of the responsibility for which they are responsible. 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.

16.5 Professional Educators shall not be required to participate in non-district sponsored activities as a prerequisite to being placed in extended responsibility positions.

16.6 Professional Educators may request information regarding the general expectations for the extended responsibility assignment before accepting the assignment.

16.7 The Extended Responsibility Base rate shall be the BA, step 1 rate. All extended responsibility percentages in Appendix B shall be calculated using this base rate.

16.8 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.

16.9 Experience credit shall be given for each year in a particular extended responsibility position.

16.10 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.

16.11 Training for Coaches

The District may require the current hours of online training units and completion deadlines for coaches as long as the coaches can direct when the online training takes place. If other online training is required, coaches shall be paid at the professional educator's hourly rate, or at the BA+0 step 1 hourly rate for bargaining unit members who have an ER assignment but no additional classroom/job assignment as a PAT bargaining unit member (ER-only bargaining unit members). Training for coaches other than self-directed online training is voluntary and paid at the professional educator's hourly rate, or at the BA+0 step 1 hourly rate for ER-only bargaining unit members.

16.12 Extended Responsibilities Committee

16.12.1 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 B).

16.12.2 This Committee is expected to:

16.12.2.1 review and/or develop current job descriptions for all extended responsibilities positions, starting with the technology coordinators and TOSA job descriptions;

16.12.2.2 develop a comparison of the extended responsibilities pay with comparable positions in other school districts in the Portland metropolitan area, starting with the athletic director and head coaches' positions;

16.12.2.3 develop a classification system for extended responsibilities taking into consideration the number of students, number of events, hours worked and length of season;

16.12.2.4 make recommendations to the Superintendent and the Association President in the rate of pay based on the classification system developed above;

16.12.2.5 make recommendations to the Superintendent and the Association President for deletions, additions and changes to the list of position on the extended responsibilities schedule; and

16.12.2.6 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.

16.12.3 The Committee shall meet by October 31, 2019. Recommendations from the Committee will be considered in the 2020 successor bargaining.

ARTICLE 17
LEAVES

17.1 General Provisions

17.1.1 Leave Applications

17.1.1.1 All applications for and approval of leaves shall be in writing.

17.1.1.2 Leave applications must be made to the appropriate leave category (e.g., sick leave, family illness leave, personal leave, bereavement leave).

17.1.1.3 Paid and unpaid leaves for professional educators set forth in this Article are intended to be used only for their intended use.

17.1.1.4 A leave day is equal to eight (8) hours of leave time. Professional educators shall not be required to use leave time when missing the two-hour meetings or training sessions that are beyond the workday as described in Section 7.10.1.

17.1.2 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), the "School Employee Sick Leave Statute" ORS 332.507, and the "Sick Time Statute" ORS 653.601 – 653.616.

17.1.3 All PPS Leave Guidelines made available to PAT members shall conform with the provisions of this article and shall not include guidelines/information about other bargaining groups/non-represented employees unless clearly labelled as such.

17.2 Paid Leaves

17.2.1 Sick Leave

17.2.1.1 Accumulation

a. 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 on the first contract day of the school year. 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 professional educator's first day of employment.

b. A 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 professional educator.

c. 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.

d. The total unused sick leave days can be accumulated and shall be unlimited in accordance with state statutes.

e. A 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 professional educator has completed thirty (30) working days in the District.

f. When a 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.

g. 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.

17.2.1.2 Utilization

a. 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.

b. A professional educator 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.

c. 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 professional educator to the leave in question.

d. A 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 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.

e. A 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.

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

g. A professional educator may use sick leave in one-hour increments or in per-day units.

17.2.2 Family Illness Leave

17.2.2.1 Professional educators shall receive up to forty (40) hours or five and one third (5.33) days family illness leave per school year with pay in case of illness of a member of the professional educator's immediate family. 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.

17.2.2.2 Inherent in use of this leave is that care or attention by the professional educator is needed. In the event emergency conditions arise, an extension of family leave shall be determined upon individual merit by the Superintendent.

17.2.2.3 "Immediate Family" shall be interpreted to mean spouse, domestic partner (as defined in Appendix C), children, parents, brothers, sisters, mother-in-law, father-in-law, grandparents, grandchildren, stepparents, stepchildren, stepsiblings or other persons who regularly live in the professional educator's home.

17.2.2.4 After utilizing the available days for family illness leave, the professional educator may charge against his/her accumulated sick leave when additional time is needed to provide care for a member of the professional educator's immediate family.

17.2.3 Absence due to Injury on Duty

The District shall pay to any professional educator who is unable to work due to an on-the-job injury the difference between his/her salary benefits received by the 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 professional educator's accumulated sick leave. For other periods of work-related injury absence, charge will not be made against the professional educator's accumulated sick leave. In the event differential payment is made by the District and the absence of the professional educator is subsequently determined to be non-compensable, charge will be made against the professional educator's accumulated sick leave, if the absence so qualifies, and the professional educator shall be obligated to reimburse the District for payments received in excess of accumulated sick leave time.

17.2.4 Absence Due to Quarantine

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

17.3 Other Paid Leaves

17.3.1 Bereavement Leave

Professional educators shall be granted bereavement leave with pay for each death as follows:

17.3.1.1 One (1) day to attend a funeral or memorial service because of the death of a friend or relative. An additional day shall be granted when travel beyond the one day is required.

17.3.1.2 Four (4) days because of death in an immediate family; six (6) days in case of parent, spouse, domestic partner, or child). "Immediate family" shall be interpreted to mean spouse, domestic partner (as defined in Appendix C), children, parents, grandparents, grandchildren, mother-in-law, father-in-law, brothers or sisters, stepparents, stepchildren, stepsiblings; and also any person regularly living in the home of the professional educator for whom the professional educator was responsible.

17.3.1.3 In addition, professional educators may use up to six (6) days of accrued and unused leave for the death of an immediate family member, in the order determined by the employee. In the event a professional educator has exhausted all forms of paid accrued leave, the professional educator shall be able to use up to six (6) days of unpaid leave. The total number of combined leave days for bereavement will not exceed ten (10) days. An employee may apply for other unpaid leave if needed.

17.3.2 Personal Leave

17.3.2.1 Each professional educator shall be entitled to three (3) days leave without loss of pay for personal business. Professional educators who commence employment after the end of the first semester shall be entitled to one (1) day of personal leave.

17.3.2.2 Except in cases of emergency, the request for such leave shall be made one (1) week in advance in writing.

17.3.2.3 It is expected use of such leave will be limited to situations which the professional educators cannot address at times other than during the workday.

17.3.2.4 Professional educators may use this leave for religious observances when attendance is mandatory during the workday.

17.3.2.5 This leave shall not be used for vacation or recreational purposes.

17.3.2.6 Unused personal leave shall not accumulate for use in another school year.

17.3.2.7 Also see unpaid personal leave in 17.4.2.

17.3.3 Mandatory Court Appearance

17.3.3.1 When a professional educator is required to appear as a witness in court, the District shall authorize such absence without loss of pay. If the professional educator receives a witness fee, such fees shall be turned in to the Business Office. In cases where the professional educator is a party to the action, his/her absence will be personal leave without pay or, at the professional educator's election, leave days provided in C.2 may be used therefore.

17.3.3.2 A professional educator required to appear in court as a party with the District shall be released without loss of pay. If a 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.

17.3.4 Jury Duty

Professional educators subpoenaed for jury duty shall be excused for that purpose without loss of pay provided that, when the professional educator receives his/her jury fee, said fee shall be sent to the Business Office. On days when the 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.

17.3.5 Professional Leave

17.3.5.1 At the beginning of each school year, each professional educator shall be credited with two (2) accumulative days to be used for professional leave. However, a professional educator may not use more than four (4) of these days in any year. Professional leave may be used for the following:

a. visitation to view instruction techniques or exemplary programs.

b. conventions, conferences, workshops or seminars related to the professional educator's assignment with the District.

17.3.5.2 The professional educator shall inform his/her supervisor by submitting a leave request at least one (1) week in advance.

17.3.5.3 The professional educator may be required to file a written report within one (1) week of attendance at such convention, visitation, conference, workshop or seminar.

17.3.5.4 Participation by a professional educator in activities on the statewide in-service day shall not be counted against professional leave days.

17.3.5.5 If the length or location of a convention, conference, workshop or seminar requires the professional educator to be in attendance more than two (2) school days, the professional educator may use his/her personal leave.

17.3.6 Leave for service to education-related state agencies.

Professional educator 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 professional educators.

17.4 Unpaid Leaves

17.4.1 Requests for a full year unpaid 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 March 1 or the leave will not be approved, except in extenuating circumstances where such leave requests will not be unreasonably denied.

17.4.2 Personal Leave

17.4.2.1 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.

17.4.2.2 Also see paid personal leave in 17.3.2.

17.4.2.3 Full-year Unpaid Personal Leaves

A personal leave of absence of one (1) year shall be granted to a contract professional educator upon application prior to the deadline in 17.4.1. At the District's discretion one (1) additional year may be granted. Unpaid year-long personal leaves shall not be granted for professional educators to seek employment in other Portland metro area school districts. There shall be a cap of twenty unpaid personal leaves per school year. Applications received by March 1 shall be selected in order of seniority in the District.

For unpaid year-long personal leaves of absence for contract professional educators only, the return from leave language in Section 17.5 would be modified as follows. The contract professional educator would be unassigned from his/her previous assignment and would be subject to reassignment in the transfer process. Such contract professional educators would be able to participate in the internal phase of the transfer process as an unassigned professional educator.

17.4.2.4 An unpaid personal leave of absence of up to one (1) year may be granted to a probationary professional educator upon application. At the District's discretion, one (1) additional year may be granted. Probationary professional educators approved for unpaid leaves of absence shall follow the return from leave language in Section 17.5.

17.4.3 Child Care Leave

17.4.3.1 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 professional educator 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 professional educators.

17.4.3.2 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.

17.4.4 Exchange and Other Teaching Leaves

17.4.4.1 A leave of absence of up to two (2) years may be granted to a contract professional educator upon application, for the purpose of participating in:

a. Exchange Teaching Programs

b. Foreign Military Training Programs

c. Peace Corps

d. Teacher Corps

e. Job Corps

f. VISTA

g. Institutions of Higher Learning

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

17.4.5 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 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.

17.4.6 Study Leave

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

17.4.6.2 Requirements and Procedures for Study Leaves

a. Application forms will be available in the Human Resources Department and in the Office of the Association.

b. Each candidate for study leave must consult with his/her principal or immediate supervisor.

c. Completed applications shall then be sent to the Human Resources Department which shall present the requests to the Study Leave Committee for evaluation.

d. 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.

e. Each applicant must submit an explicit outline of the study. The 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.

f. 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 professional educator's satisfactory health.

g. Study leaves will not be considered a break in consecutive service for the purpose of calculating salary schedule placement, seniority or retirement credit.

17.4.6.3 Study Leave Committee

a. The Study Leave Committee shall be comprised of one (1) administrator appointed by the Superintendent and three (3) 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) 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.

b. The Study Leave Committee will have responsibility for the administration of the study leave program for 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.

17.4.6.4 Selection Criteria

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

a. 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 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

b. A proportionate distribution among eligible elementary, secondary, and special education applicants

c. Priority consideration will be given to applicants who have not previously received a study leave

d. Length of service in the District.

17.4.6.5 Status While on Leave

a. A 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.

b. A 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.

c. In case of injury to, or other illness of the 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.

d. After illness or injury as in Paragraph (3), upon release by appropriate medical authority the employee shall, when possible, be returned to regular duty for the remainder of the school year or shall be reinstated on study leave.

17.4.6.6 Status Upon Returning from Study Leave

a. A 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 professional educator ~~r~~ applied for the leave. In such case, a professional educator replacing the member on study leave shall be subject to re-assignment at the conclusion of the leave. If the 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 professional educator as described in Article 18: Transfers.

b. Upon returning from study leave to his/her position, the professional educator is subject to transfer according to the provisions of Article 18: Transfers.

17.4.7 Military Leave

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

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

17.4.8 Association Leave

17.4.8.1 A leave of absence for up to five (5) years for the President of the Association and up to four (4) years for two (2) additional positions shall be granted to a 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 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 professional educator will be returned to the previous school or program if there is a vacancy within that professional educator's licensure. When no such vacancy is available, the professional educator will be returned as unassigned. Upon return from such leave a professional educator shall be placed on the salary schedule as if s/he had been working each year of the leave. A released time PAT officer shall be considered "competent" in the grade level/subject held prior to taking Association leave.

17.4.8.2 The Association agrees to consider carefully each request for release time for professional educator. 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.

17.4.9 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 professional educator, upon application, for the purpose of campaigning for, or serving in, public office.

17.4.10 Other Leaves

17.4.10.1 When the schools and school offices are officially closed by the Superintendent, all professional educator shall be paid in accordance with the law.

17.4.10.2 Unit members who are assigned to tasks outside their regular responsibilities shall not have this time charged to any leave category.

17.4.10.3 The District, at its discretion, may extend leaves or grant other leaves requested by professional educator.

17.5 Return from Leave

17.5.1 A 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. Professional educators taking leaves for more than one (1) school year may be subject to reassignment. A professional educator taking a leave for more than one (1) school year may return to his/her previous position upon approval of the District.

17.5.2 A professional educator wishing to return from an unpaid leave of absence shall so notify the Human Resources Department as required by the District. A professional educator returning from an unpaid leave due to disability shall, upon request, submit a written statement from a qualified physician attesting to the professional educator's ability to resume his/her duties.

17.5.3 A 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 professional educator leave. A 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 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 professional educator return in the same school year in which the leave commenced, the professional educator shall be placed on the salary step held at the beginning of the leave.

17.5.4 All accumulated unused sick leave, and credits toward study leave eligibility and all other accrued benefits at the time a professional educator commences a leave of one (1) or more months duration shall be restored upon return to work.

ARTICLE 18
TRANSFERS

18.1 Assignment Notices

18.1.1 "Assignment" is defined as the bargaining unit position in which a professional educator is placed.

18.1.2 "Transfer" is defined as a change from one assignment to another.

18.1.3 For purposes of determining competence under this Agreement, "subject" shall be defined in accordance with Appendix D. Competence is defined in Section 20.2.2.

18.1.4 A professional educator shall not be assigned to a position outside of his/her licensure and competence except by mutual agreement between the professional educator, and the District.

18.1.5 Before the internal phase of interviews begins, administrators will either publish their initial assignments or notify staff in writing of their tentative assignments for the coming year. Professional educators shall be promptly notified in writing of any assignment changes that occur during the summer recess period.

18.2 Notice of Resignation/Vacancies

18.2.1 If a professional educator gives written notice of resignation (excluding resignation in lieu of termination, non-renewal or non-extension) or retirement no later than January 15th, the professional educator will receive $1250. If a professional educator gives such written notice no later than February 15th, professional educator shall receive $700. Such payment shall be received in the professional educator's final paycheck.

18.2.2 When written notice is received by a supervisor that a professional educator is resigning or transferring and will no longer occupy a position for the subsequent school year, the supervisor will promptly forward said notice to the Human Resources Department which will determine and validate that a vacancy exists. A vacancy shall be deemed to exist if the position is continuing for the subsequent year, or when a new position is created by the District.

18.3 Posting Procedures

18.3.1 As the District prepares to fill vacancies for the subsequent school year, but prior to the consideration of applicants from outside of the District, a posting of such vacancies, including special assignments, shall be made by the Human Resources Department.

18.3.2 Such vacancies shall be posted for a minimum of five (5) workdays. Posting is not required for vacancies to be occupied by unassigned professional educators, or to be occupied by other administrative transfers. Positions previously posted for which there were no qualified internal applicants need not be posted again.

18.3.3 Postings shall contain a description of the expected assignment (e.g., chemistry/biology, third grade, SLC-B, etc.) Preferred skills, training, experience and methodologies to be considered may be identified. Other desired building needs may also be included.

18.3.4 Professional educators shall have five (5) working days from the date of initial posting to submit a transfer request form with respect to a posted vacancy.

18.3.5 The five-day posting requirement shall be waived after 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 this Article. Such positions shall be posted for a minimum of three (3) workdays.

18.3.6 New vacancies in ongoing positions which become known within twenty-one (21) calendar days prior to the first workday of the standard school year shall not be subject to the posting requirements in Section 18.3.5. Newly created positions are subject to the posting requirements in Section 18.3.5.

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

18.4 Filling of Vacancies

18.4.1 The following shall apply to the filling of vacancies which occur near the beginning of the school year:

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

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

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

a. transferring a current professional educators, or

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

c. hiring a new temporary professional educator.

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

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

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

a. If the length of the absence is not known at its beginning, the substitute shall become a temporary professional educator if retained beyond sixty (60) workdays. In such assignments, the temporary professional educator may be released at a normal break in the school year to allow for continuity of instruction as the regular professional educator prepares to return to the assignment.

b. If a specific ending date beyond sixty (60) workdays is known at the beginning of the leave, a temporary professional educator shall be hired on the first day.

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

18.4.4 Letters of Intent

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

a. Job applicants receiving a letter of intent shall be considered external candidates, and shall not receive an assignment until during/after the initial external phase;

b. Job applicants receiving a letter of intent not selected in the initial external interview stage (after the vacancies are posted externally and interviews take place) shall be placed in a position; and

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

18.5 Professional Educator Initiated Transfer

18.5.1 Professional Educator initiated transfers are those in which a professional educator requests a transfer from one assignment to another.

18.5.2 A professional educator may initiate a transfer by making application for a posted vacancy. A professional educator who files a transfer request for a posted position shall be subject to assignment in the position unless the professional educator notifies the supervisor by the end of the second day following the interview that the professional educator is no longer interested in the assignment.

18.5.3 A professional educator who accepts a transfer is not eligible to apply for a subsequent transfer in the same year unless said professional educator was initially involuntarily unassigned prior to applying for the initial transfer.

18.5.4 Voluntary Unassignment with Rights

A professional educator who has served in a building assignment for five (5) or more years may volunteer to be placed on the unassigned list along with other professional educators who are unassigned pursuant to Section 18.6.1 of this Article. Such volunteers shall be considered for voluntary administrative transfer. If no mutually agreeable voluntary administrative transfer occurs, they shall be continued in their present position.

18.5.5 A professional educator making a timely transfer request shall be promptly notified when s/he is no longer under consideration. Professional educators with five (5) or more years of service with the District shall be interviewed except that in no case will a supervisor having three (3) or more vacancies be required to interview more than three (3) applicants for each vacancy. A supervisor with fewer than three (3) vacancies will not be required to interview more than five (5) applicants for each vacancy.

18.5.6 A part-time assignment which is identified as full-time for the subsequent school year may be filled by the incumbent professional educator after the internal transfer process if mutually agreed by the professional educator and the District, without posting as long as unassigned professional educators who are properly licensed for such assignment have positions.

18.5.7 Professional educators on a Program of Assistance for Improvement which will continue into the subsequent school year may request a transfer to a posted vacancy. Professional educators on a Program of Assistance for Improvement shall not normally be approved for transfers. However, there may be occasions when a transfer into a more suitable assignment makes sense. If a transfer is approved, the Program of Assistance for Improvement shall continue in force, and the professional educator will not cite any additional work or adjustment required by the transfer as reason why expectations of the program cannot be accomplished according to the program timelines.

18.5.8 Two professional educators may trade assignments by transferring when approved by the responsible administrators and the Human Resources Department.

18.6 Administration Initiated Transfers

18.6.1 When the administration is of the opinion that a professional educator should be transferred the situation shall be discussed with the professional educator. All reasonably practicable efforts will be made to effect a suitable re-assignment fairly and objectively, including consideration of the professional educator's preference. A professional educator will be notified of the new assignment through consultation as soon as possible but at least seven (7) calendar days prior to the transfer date. Except in the annual staffing process in 18.6.2, an administrative transfer shall not result in a professional educator being "unassigned".

18.6.1.1 A professional educator who is administratively transferred to a different worksite and assignment or to a different grade level at the elementary level during the Summer Break, exclusive of the traditional spring round of transfers, shall be provided two (2) planning days to prepare for the new assignment.

18.6.1.2 A professional educator who is administratively transferred to a different worksite and assignment or to a different grade level at the elementary level after the work year has begun, exclusive of the traditional spring round of transfers, shall be provided two (2) planning days to prepare for the new assignment.

18.6.1.3 A professional educator who is assigned to a different subject area at the middle or high school level after the work year has begun, shall be provided two (2) planning days to prepare for the new assignment.

18.6.1.4 A professional educator who is relocated to a different room within a building after the work year has begun shall be provided one (1) planning day to prepare for the new assignment.

18.6.1.5 Such additional planning days shall be provided each time a professional educator is administratively transferred or relocated as described above.

18.6.1.6 Professional educators other than teachers shall discuss with their supervisor the revision of their schedule of activities to provide equivalent amounts of preparation time to that specified above.

18.6.1.7 Professional educators who are granted planning days to prepare for new assignments as described above shall have the option of receiving substitute time during the work year, or being paid at the professional educator's per diem rate of pay to complete the work outside of the work year or work day.

18.6.2 In the event that a tax base or levy failure, declining enrollment, program change, or change in funding results in reduction of staff in a building or program area, transfer of staff will be based on educational criteria as described below with respect to the program requirements as determined by the District. Volunteers will first be requested and considered from among the appropriately licensed professional educators. Such volunteers shall be selected for transfer if they are from within the grade level(s) or subject matter area(s) where the positions are to be eliminated provided the volunteer(s) are not on a Program of Assistance for Improvement. In the absence of volunteers, the professional educator having the least seniority in the District shall generally be transferred. Exceptions to seniority may be made by the responsible administrator based only upon any of the following educational criteria: with the understanding that reference to a professional educator in 18.6.2.1 – 18.6.2.6 refers to within a given job classification, such as Teacher, Social Worker, School Psychologist, Student Services Specialist, Child Development Specialist, and Audiologist:

18.6.2.1 The professional educator(s) being retained has/have unique licensure for a specific existing assignment being considered;

18.6.2.2 Gender balance: Transfer of a professional educator would decrease the building's percentage of under-represented male or female professional educator to less than thirty percent (30%) (or primary/intermediate/upper grades percentage in an elementary building);

18.6.2.3 Racial balance: If transfer of a professional educator would decrease the building's percentage of minority teachers to less than the student minority percentage in the building or below the percentage of minority professional educators in the District;

18.6.2.4 That professional educator being retained has bilingual (or multilingual) ability relevant to the assignment (See Appendix I);

18.6.2.5 The professional educator(s) being retained has an extended responsibility assignment as defined in Appendix B which is an extension of a classroom subject taught (e.g., drama, forensics, music, yearbook, newspaper) or is a department chairperson, head teacher or unit leader; or

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

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

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

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

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

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

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

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

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

18.6.8.2 When a middle school is being formed, all the professional educators from the K-8 schools involved who have experience in grades 6-8 in the past five (5) years shall be included in the process for staffing the new school.

18.6.9 When classes, or programs from two (2) or more schools are combined in one school, professional educators who have their program, or school closed shall be placed in the school where their program, or class is transferred provided there are sufficient positions available. If there are insufficient positions, the criteria of 18.6.2 shall apply. In a closure, the faculty members of the open programs keep their positions and the faculty of the closed program will be offered the remaining open positions based on licensure and seniority. Usually there are not enough positions and the remaining professional educators are unassigned.

18.6.10 On occasion, the District may consider the transfer of a professional educator for reasons other than those set forth in paragraph 18.6.2. The following procedures shall apply when the reason for transfer is due irresolvable differences between the professional educator and the supervisor:

18.6.10.1 The supervisor shall hold a conference with the professional educator for the purpose of discussing all the reasons for the perceived need for the transfer. This conference shall be for the purpose of information-sharing and problem-solving and shall not be used as a litigation preparation meeting. The professional educator may respond by making suggestions for addressing the concerns if the professional educator opposes a transfer. If a professional educator objects to the transfer, the professional educator and the supervisor will discuss options to resolve the issue including possible alternative placements.

18.6.10.2 The Chief Human Resources Officer 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 professional educator, the professional educator is entitled to a meeting with the Chief Human Resources Officer.

18.6.10.3 If after these discussions the District continues to feel that an involuntary transfer is necessary, and the professional educator continues to refuse, a neutral third-party professional, mutually acceptable by the District and Association, will be contracted by the District to meet with the parties with the goal of resolving the conflict, if possible. The neutral professional will assess whether or not the situation is correctable. The assessment shall not be placed in the personnel file of the professional educator, shall not be used for any personnel decision other than the administrative decision, and will be treated confidentially. If the assessment is that the situation is not correctable with reasonable certainty in a reasonable period of time, the transfer proceeds. If the assessment is that the situation is correctable, the neutral professional will provide a statement of how the supervisor and the professional educator can make correction. With cooperation of the professional educator, the supervisor will make a good faith effort to work out the problem including following the plan provided by the neutral professional. The District shall pay the expense of the neutral professional for up to six (6) hours. If the District and the Association mutually determine it would be necessary, additional hours will be made available.

18.6.10.4 By agreeing to participate in this counseling process, the professional educator also agrees not to contest the decision through the use of the grievance process.

18.6.10.5 In other types of involuntary administrative transfers under 18.6.1, a professional educator can appeal an administrative transfer to review by the Chief Human Resources Officer who would have to approve the transfer before it can occur.

18.6.11 No professional educator shall be transferred for reasons that are arbitrary or capricious. An illustration of an arbitrary and capricious transfer would be one based on union activity. An illustration of an involuntary transfer decision which would not be arbitrary and capricious is a transfer due to a long-standing irresolvable conflict between a professional educator and supervisor. The involuntary transfer could not occur for any reason that would violate any provision(s) of this Agreement.

18.7 Professional educators are entitled to have an Association representative present during any meeting with an administrator concerning this process. The professional educator shall be given twenty-four (24) hours advance notice of any such meeting.

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

18.9 Job Sharing/Part-Time Work

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

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

ARTICLE 19
BUILDING AND CLASSROOM MOVES

19.1. Professional educators who are required to move to a new school campus as a direct result of school closure, reconfiguration, conversion, merger, or relocation, of grade levels, programs or classes, and the subsequent resulting reassignment of staff, will be compensated by the District for each hour worked:

19.1.1 Up to eight (8) hours to pack and move personally-owned materials; and

19.1.2 Up to an additional eight (8) hours to move and unpack materials in the new classroom.

19.2 Unassigned professional educators who are required to move to a new school campus as a direct result of the school closure, reconfiguration, conversion, merger, or relocation, of grade levels, programs or classes will be compensated by the District for each hour worked:

19.2.1 Up to eight (8) hours to pack and move personally-owned materials; and

19.2.2 Up to an additional eight (8) hours to move and unpack materials in the new classroom.

19.3 Regardless of when the move occurs, professional educators who are required to disassemble and reassemble their classroom or move to a different classroom within their building as a direct result of:

19.3.1 School closure, reconfiguration, conversion, merger, or relocation, of grade levels, programs or classes;

19.3.2 Bond work, construction, painting, or remodeling; or

19.3.3 Administrator-directed moves that occur after the school year has started, or if the professional educator is directed to move classrooms two school years in a row, shall be compensated by the District for each hour worked:

a. Up to four (4) hours to pack and move personally-owned materials; and

b. Up to an additional four (4) hours to move and unpack materials in the new classroom.

19.4 Extraordinary moves: professional educators who agree to sort, purge and pack extra supplies and equipment beyond the typical classroom situation (for example, but not limited to: the school library, theater, shop department, science labs, music, art or PE equipment) shall, prior to starting this work, have a discussion with her/his administrator about the estimated number of additional hours that would be involved beyond the hours provided in the above paragraphs. The professional educator and the administrator shall collaboratively agree to the number of additional hours to be used for this purpose. If agreement cannot be reached, the issue shall be submitted to OSP Leadership for resolution. The Association unit member will then track and submit those extended hours to her/his administrator for payment.

19.5 Professional educators shall have access to their worksite, supplies and time to sort, purge and pack as soon as possible but, at minimum, one (1) week after the end of the school year. Professional educators shall have access to their worksites to unpack and organize their rooms as soon as possible but, at minimum, one (1) week prior to their first work day. Materials and packed boxes moved by the District shall be delivered on site prior to the access date.

19.6 Unless otherwise agreed, professional educators are not responsible for packing and moving District-owned materials or equipment. Professional educators shall not be asked to move furniture and other heavy classroom items. The District is not liable for personal property of a valuable or sentimental nature left on school property if it is lost or damaged in the move. Boxes and packing materials shall be provided at least two weeks prior to the deadline to move.

19.7 Time to move shall be paid at the professional educator's per diem hourly rate of pay. Professional educators shall track hours spent as outlined in 19.1 – 19.4, and submit a record of that time to her/his administrator as extended hours for payment. In lieu of payment, the professional educator shall have a half (1/2) day substitute for each four (4) hours, at his/her option.

Note regarding Section 19.3.3. – Educator must be compensated if they are directed to move after the school year has started. Educator must be compensated if they are directed to move classrooms for two school years in a row. Example: If an educator is directed to move for the 2017-18 school year, they must be paid for any subsequent administrator-directed move if it is effective prior to the 2019-20 school year. (Educator moves classrooms for 2017-18. Principal can direct educator to move for 2019-20 school year without providing moving compensation. If the administrator directs the educator to move classrooms for the 2018-19 school year, the educator must be compensated for four (4) hours of moving time to pack and four (4) hours of moving time to unpack. If the educator is directed to move in 2018-19 and they are compensated, they would also have to be compensated if they were directed to move again in 2019-20).

ARTICLE 20
REDUCTION IN STAFF/LAYOFF

20.1 Notification of Reduction in Force/Layoff

20.1.1 In the event a layoff of professional educators is required during the course of the school year, the District 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 shall notify the Association as soon as the layoff decision is made.

20.1.2 Along with the notification, the District shall provide the Association with all relevant data, including but not limited to a seniority listing of 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.

20.1.3. The District shall first determine the program(s) or area(s) scheduled for reduction or elimination.

20.1.3.1 The District shall provide an announcement to professional educators in those areas in which the layoff must occur, offering the opportunity for professional educators who would not otherwise be laid off, to voluntarily apply for one (1) year unpaid leaves of absence. A 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 professional educators shall have the same rights to return to the District as professional educators returning from leaves of absence.

20.1.3.1 The provisions of ORS 342.934(2) (a) and (b) relating to transferring professional educators and combining positions to avoid layoff shall apply.

20.1.4 Technology

If during the term of this Agreement 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.

20.2 Lay-off

20.2.1 Professional educators shall be laid off according to length of continuous service with the District provided that those 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 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). Professional educators of less than half-time shall not be used to supplant professional educators who are half-time or more.

20.2.2 Competence shall be defined as the ability to teach a subject or grade level based on recent teaching experience related to that subject, as further defined by Appendix D, 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, Behavior Management Specialists, Student Services Specialists, Child Development Specialists, Social Workers, School Psychologists, Audiologists, Special Education, English as a Second Language, and Bilingual Programs shall be considered as "subjects." For the purpose of the articles on layoff on transfer, a Bilingual Program is

defined as a program where 50% or more of student instruction is in a language other than English.

20.2.3 Professional educators who do not have recent experience in the subject 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 professional educator as adequate preparation for the assignment or are willing to complete training applicable to that subject or grade level. TOSAs, mentor teachers, and other specialists who work primarily with adults shall qualify as being competent in the subject area or grade level that they previously occupied within PPS even if they have been out of the position that primarily provides direct service to students for longer than five years. This provision shall also apply to released-time PAT officers.

20.2.4 If the 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 professional educator shall review the professional educator's training and experience to that date and determine the course of training to be completed. The District shall reimburse the professional educator for tuition according to Section 21.2.2 for any credit hours required by the District in this retraining plan. 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. If the District and 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. The District shall provide final notification of the training or additional education requirements to be required and the timeline required, and the professional educator shall either accept the training as a condition of accepting the position or shall decline and thus be laid off.

20.2.5 Following the implementation of a layoff, the District may administratively transfer professional educators in accordance with Article 18 who remain as necessary to meet staffing needs.

20.2.6 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.

20.2.7 No 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 professional educator to be laid off, or if there is a professional educator on the recall list who would otherwise be entitled to be recalled to that position.

20.3 Layoff Benefits

20.3.1 The District shall provide medical benefits to 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 professional educator may then continue medical benefits at their own expense in accordance with the provisions established by the Health and Welfare Trust.

20.3.2 Professional educators covered by this article shall be given consideration for work as a substitute; such will not affect the professional educators' recall rights.

20.4 Recall

20.4.1 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 layoff.

20.4.2 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 20.2) to fill when a vacancy occurs, in the order of most senior first.

20.4.3 A professional educator who has been laid off may refuse one (1) job offer without loss of recall rights.

20.4.4 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.

20.4.5 The District's obligation to recall a professional educator shall terminate following three (3) years of layoff status or upon two (2) refusals by a professional educator to accept a position offered by the District or if the professional educator resigns.

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

20.4.7 A 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.

ARTICLE 21
MENTOR PROGRAM / PROFESSIONAL GROWTH

21.1 Professional Educator Mentor Program

21.1.1 The District intends to maintain a mentor program for the purpose of providing support and assistance to new and/or inexperienced professional educators.

21.1.2 Depending on the needs of the District and the mentor program, mentors may be assigned on either a full-release or an extended responsibility basis.

21.1.2.1 Full-release mentors shall be compensated according to placement on the salary schedule plus one thousand five hundred dollars ($1500) per school year.

21.1.2.2 Extended responsibility mentors shall be compensated according to placement on the salary schedule, plus they shall receive extended responsibility pay per school year in accordance with Appendix B.

21.1.3 The mentor program shall operate within the following parameters:

21.1.3.1 A professional educator must have contract status and four (4) or more years of experience in the District in order to be eligible to be a mentor. No professional educator shall be designated as a mentor without his/her consent.

21.1.3.2 Mentors shall not participate in the evaluation of beginning professional educators (mentees). Observations made and data collected by the mentor shall be used solely for the purpose of providing assistance to the mentee and shall not be used in the evaluation of the mentee. Supervisors/evaluators and mentors shall not discuss individual mentee concerns/areas for improvement without the prior approval of the mentee. Written or other reports of a mentor regarding a mentee may not be used in the mentee's evaluation.

21.1.3.3 The mentor program shall not be used as part of a Program of Assistance for Improvement for any professional educator.

21.1.3.4 Collaborative Assessment Logs (CAL) shall not be shared with supervisors or used in the evaluation of the mentee. Self-assessment instruments shall not be used to evaluate mentors or mentees.

21.1.3.5 Mentees shall not be required to develop additional professional goals beyond what is required in the *Portland Public Schools Handbook for Professional Growth and Evaluation*.

21.1.3.6 Any professional educator released from regular duties to participate in activities related to the mentor program shall be released without loss of pay and shall not be charged leave. Mentors and mentees who are asked and volunteer to work up to five (5) days outside the standard school year shall be compensated at their per diem rate of pay.

21.1.3.7 The ratio of mentors to mentees in the full-release model shall be no more than 1 to 15. Any change to the ratio shall be by mutual agreement between the District and the Association. The extended responsibility mentor model operates on a one-to-one basis.

21.1.3.8 The Association shall partner with the District in the selection of mentors. The Mentor Selection Rubric shall not be used to evaluate a professional educator. Videos of mentors' coaching practices shall not be used in the evaluation of mentors.

21.1.3.9 Reconsideration of assignments shall not result in a reduction of FTE assigned to any mentor.

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

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

21.2.1 Continuing Education Obligations

It is recognized that there may be in-service offerings that professional educators are requested by the District to attend outside the normal professional work day described in Articles 6 to 8. In such cases, professional educators who agree to attend shall be paid at the professional educator's regular hourly rate under the salary schedule.

21.2.2 Tuition Reimbursement

21.2.2.1 The District shall pay the full cost of tuition and other reasonable coursework expenses (e.g., laboratory fees, books, and the like) incurred in connection with any specific courses, workshops, seminars, conferences, in-service training sessions, or other such sessions in which attendance is specifically requested or required by the District. This section applies to coursework and other expenses (including testing and other licensure fees) related to adding other licensures requested by the District.

21.2.2.2 The District shall reimburse professional educators for tuition cost for up to six (6) non-cumulative hours in a 12-month period for which graduate credit is granted by a college or university. Reimbursement shall be for the cost of tuition or the tuition rate for graduate courses at Portland State University, whichever is less. Coursework must be toward an advanced degree, TSPC licensure, professional education courses, or related to the professional educator's assignment. Evidence of a passing grade is required. Reimbursement shall not be made for books, lab fees, I.D. cards, gym fees, food, housing, transportation, supplies or other tuition expenses. Professional educators shall be reimbursed within sixty (60) days of submitting proof of satisfactory completion of the course. A professional educator must remain employed with the District for at least one (1) semester following reimbursement.

21.2.2.3 Tuition reimbursement funds shall be available to temporary professional educators employed for a position that is expected to exist for more than one hundred thirty-five (135) days. In addition, a temporary teacher who is employed for less than one hundred thirty-five (135) days may apply and may be approved for tuition reimbursement if their building administrator supports their application for the funds. The temporary teacher who receives tuition reimbursement must remain employed with the District for at least one (1) semester following reimbursement if the District offers the temporary teacher continued employment.

21.2.3 National Board Teacher Examination

Reimbursement shall also be made for the fee charged a professional educator who takes and passes the National Board Teacher Examination to obtain a specialty area endorsement. This amount shall be within the tuition cost as stated in Section 21.2.2.2.

21.2.4 State-Approved Professional Exams

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

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

21.4 Because Speech and Language Pathologists participate in Medicaid billing for services, the District shall pay for licensure costs/fees for Speech and Language Pathologists to obtain or renew licensure from Board of Examiners for Speech-Language Pathology and Audiology.

21.4 Student Teachers/Interns

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

ARTICLE 22
PROFESSIONAL IMPROVEMENT

22.1 The District and the Association support the principle of continuing training for professional educators, participation by professional educators in professional organizations in the areas of their specializations, and leaves for work on advanced degrees or special studies, foreign travel and participation in community education projects.

22.2 Professional Improvement Fund

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

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

22.3.1 Professional educators are eligible for advances on professional improvement funds when necessary documentation is provided. If an advance is requested by the professional educator and such advance request is approved by the District, payment in consideration of that advance will be issued within thirty (30) days of the date the expense is expected to be incurred. Consistent with IRS regulation and District policies and procedures, the District's Travel/Training Expense Reimbursement Request Form and all supporting documentation of expenses related to the advance received must be submitted no later than sixty (60) days from the date the actual expense was incurred. The District shall notify the professional educator of the sixty-day (60-day) deadline when the member is approved for the funds, and thirty (30) days after the approved trip is scheduled to begin. For this provision "days" means calendar days.

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

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

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

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

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

22.6.1 One Thousand Five Hundred Dollars ($1500) shall be available to professional educators only once every three years.

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

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

ARTICLE 23
PROFESSIONAL EDUCATOR RIGHTS AND JUST CAUSE

23.1 No professional educator shall be disciplined, reprimanded, or reduced in compensation without just cause. Reprimands shall be made privately and not in the presence of students, parents, professional educators or members of the community. Professional educators who have completed three (3) full years of service and are not covered by the Fair Dismissal law shall not be dismissed without just cause. Plans of Assistance and Letters of Expectation are not disciplinary and shall not be issued for misconduct.

23.2 **A determination of sexual conduct or abuse as provided by Oregon law is subject to just cause and other contractual provisions and may be grieved as outlined in Article 5.**

23.3 This Article does not apply to dismissal, except as provided in Section **23.4**, or nonrenewal of professional educators. However, professional educators subjected to nonrenewal or dismissal shall be afforded the procedural rights of due process.

23.4 In the event of dismissal from employment a professional educator may elect to appeal the dismissal to binding arbitration in accordance with Section 5.5 of this Agreement, or the Fair Dismissal Appeals Board, but not both. Dismissal shall mean termination during the contract year for any professional educator or a second non-extension of a contract professional educator. The professional educator must so notify the Superintendent, in writing, within ten (10) calendar days after receipt of notice of the dismissal decision of the District's School Board. Probationary professional educators who are non-renewed and temporary professional educators completing the term of their contract may not appeal to arbitration.

23.5 The personal life of a professional educator is not an appropriate concern of the District, except where it relevantly affects the professional educator's fitness for or performance of his/her professional duties.

23.6 Removal from an Extended Responsibility Assignment

23.6.1 If a professional educator is removed from an extended responsibility assignment, upon request s/he shall be given the reasons in writing and afforded the opportunity to have a representative present in any discussion with the supervisor.

23.6.2 If a professional educator starts an extended responsibility assignment during a school year, and the professional educator is removed from the responsibility during the school year, the professional educator shall be paid the entire salary due for that assignment, unless the professional educator is physically unable to perform the extended responsibility assignment.

23.6.3 Dismissal of a professional educator whose assignment includes extended responsibility as an extension of the assignment (e.g., TOSA, Media Specialist, Music Teacher) is subject to Section **23.4.**

23.7 Administrative Support at Parent Meetings

A professional educator has the right to administrative support at any meeting with a parent. Professional educators shall not be required to meet with a parent without a workday's advance notice. If during any meeting with a parent and administrator it appears to the professional educator that complaints are being made that could result in the discipline of the professional educator, that professional educator has the right to ask for representation before continuing the meeting. A professional educator has the right to ask the supervisor to take administrative charge of the meeting when such a meeting is dealing with the job performance of or a possible action against the professional educator. Tape recorders shall not be allowed without the consent of the professional educator.

23.8 **Investigations**

Whenever a professional educator is directed to meet with an administrator or other representative of the District regarding a matter which could result in disciplinary action, termination, nonrenewal or layoff, the professional educator shall be given prior written notice including:

23.8.1 A description of the issue to be discussed in such meeting; and

23.8.2 The right to have representation by the Association or private legal counsel present to advise the professional educator during the meeting.

23.8.3 If additional reasons for a meeting emerge after the initial notice, the District will provide an additional notice with the additional reasons. If the professional educator believes there is insufficient time between the additional notice and the meeting, the District can choose between rescheduling the meeting later to investigate all reasons, or schedule a second meeting for the additional reasons.

23.8.4 Professional educators are not to be interviewed or questioned at the time of notice.

23.8.5 **If the allegation is related to sexual conduct or abuse, the investigation will be conducted by a subject matter expert for sexual misconduct or abuse.**

23.8.6 Bargaining Unit Members shall not conduct investigations of other bargaining unit members.

23.8.7 The parties shall cooperate in good faith to schedule the meeting within a reasonable period of time. The parties shall identify their respective representatives and communicate it to the other party prior to the meeting.

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

23.8.9 The written notice of the meeting shall not be placed into the professional educator's building file or personnel file but may be kept in an investigation file.

23.8.10 **At the conclusion of the investigation, a determination will be issued and retained in the investigation file. A copy of the determination will also be provided to the professional educator. The determination shall be issued within thirty (30) calendar days of the conclusion of the investigation unless there are extenuating circumstances.**

23.9 Letter of Expectation

23.9.1 A Letter of Expectation is a written notice of an expectation, standard, policy or procedure **arising from a complaint or an administrative concern**. **Letters of Expectation will not include standards stated in the evaluation rubric.** ~~It~~ **A Letter of Expectation** is not a finding of fault or misconduct and is not a disciplinary action.

23.9.2 A Letter of Expectation must ~~confirm~~ **conform** to the template agreed upon by the parties (Appendix K). Letters of Expectation ~~may~~ **shall** be placed in the ~~building~~ **official district personnel** file. ~~Letters of Expectation shall be placed in a District "Letter of Expectation" file maintained by the Human Resources Department.~~ ~~Letters in~~ ~~the~~ Letter**s** of Expectation ~~file~~ ~~shall be organized District-wide by school year and~~ shall be removed from the **official district personnel** file after ~~three (3)~~ **six (6)** years. Professional educators who have received a Letter of Expectation have the right to review any letters of expectation addressed to them ~~in the District Letter of Expectation file~~ and attach a response.

23.10 Paid Administrative Leave **or Alternative Assignment**

23.10.1 A professional educator who is removed from work pending an investigation and is available to report to work shall be placed on paid administrative leave **or the District may place the professional**

educator in an alternative assignment. Alternative assignments will not result in a reduction in compensation or benefits.

23.10.2 If the professional educator on paid administrative leave is unavailable to report to work, he/she will be removed from paid administrative leave status and will be able to appropriately use any leave accruals until the professional educator is available to report to work and be placed back on paid administrative leave status.

23.10.3 The District shall not dock a professional educator's paid leave balance in lieu of actual time off for a disciplinary suspension, or retroactively change Paid Administrative Leave to unpaid disciplinary suspension, unless there is agreement by the employee and Association.

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

23.10.4.1 The presence of the employee in the workplace might tend to interfere with an investigation;

23.10.4.2 There are concerns the employee will repeat the alleged **serious** misconduct;

23.10.4.3 Removal of the employee from the worksite is appropriate to maintain the safety and security of students and/or staff; or

23.10.4.4 The alleged misconduct is serious enough to result in dismissal, if substantiated.

23.10.5 Paid administrative leave letters will conform to the template attached as Appendix L of this Agreement and provide a description of the reason for the paid administrative leave, which is sufficient for the employee and Association to understand the events being referenced. The Association may contact the District's Labor Relations Office for additional information. The District shall place paid administrative leave letters in the investigation file, not in the professional educator's personnel file.

23.10.6 The investigation shall be conducted promptly in order to limit the time that the professional educator is involuntarily away from work. **Investigations of professional educators on Paid Administrative Leave will be given priority over other investigations.** If the administrative leave pending investigation lasts longer than ten (10) work days, the District shall notify the professional educator in writing of the reasons.

23.10.7 While on administrative leave, if a professional educator needs access to his/her PPS email to gather evidence for the investigation, the District will work with the Association to allow for that access. By arrangement with the site administrator, the professional educator shall also have access to materials from his/her classroom or office.

23.10.8 School and program administrators will not communicate that a professional educator is on administrative leave or disclose the reason for the administrative leave to staff, parents, students or the public. In the case where violence, child endangerment or criminal behavior is alleged, the administrator can inform those who need to know that the professional educator is not at the school. In all cases, when asked directly about the professional educator's whereabouts, the Administrator may respond that the professional educator is not at the school.

~~23.9.8 Within sixty (60) calendar days of the ratification of this agreement, the District will distribute the new administrative leave template letter and administrative leave protocol, and shall provide training for administrators.~~

23.11 Required Examination by Physician

23.11.1 The District may direct a professional educator to be examined by the professional educator's physician if there exist substantive reasons which call into question a professional educator's ability to perform assigned duties. The professional educator shall be counseled as to the concern that has prompted the referral. The professional educator shall provide the District a statement from his/her personal physician that confirms that the District's concern is being addressed and that the professional educator

is able to perform assigned duties or is unable to continue at the present time. The professional educator will not be required to release her/his private medical records.

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

23.12 A professional educator shall not be required by the District to involuntarily submit to testing of bodily fluids unless there is a substantive reason to believe the health and safety of others is at risk.

23.13 Exceptional Medical/Health Care Needs

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

23.14 Lost Keys

Professional educators shall not be required to reimburse the District for lost keys. Professional educators will not be responsible for re-keying District facilities. Professional educators shall be responsible for safeguarding keys in accordance with District regulations.

23.15 Standardized Testing

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

23.16 Respectful Working Environment

23.16.1 Purposeful, intentional conduct by an individual or group of individuals against another, if a reasonable person would consider the behavior to be threatening, intimidating or offensive, is inconsistent with a respectful work environment. Examples include verbal abuse or other behavior that demeans, threatens, humiliates or intimidates others in the workplace. No professional educator shall be retaliated against for reporting, grieving or protesting such behavior. Likewise, no professional educator shall retaliate against a co-worker, or other District staff for reporting, grieving and/or protesting such behavior on the part of a professional educator. This section shall not be interpreted to mean that bargaining unit members may file a grievance against other bargaining unit members.

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

23.17 The District shall comply with Oregon law that prohibits the use of polygraph examinations for employment purposes (ORS 659A.300); and prohibits an employer from requiring an employee to provide access to the employee's personal social media account (HB 2654 effective January 1, 2014).

ARTICLE 24
NON-DISCRIMINATION

24.1 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 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, the fact that the professional educator's residence is outside the District, or as otherwise provided by School Board policy.

24.1.1 However, this provision shall not be construed to prevent the following:

24.1.1.1 District participation in programs conducted in an effort to increase opportunities for historically underserved groups, subject to the provisions of this Agreement;

24.1.1.2 distinctions authorized by law; and/or

24.1.1.3 consequences of District policies pertaining to assignment of spouses both employed by the District if one is an administrative or supervisory employee.

24.2 The interpretation given to this Article shall be consistent with the proper interpretation of the provision of the Oregon Fair Employment Practices Act contained in ORS Chapter 659A. A grievance alleging violation of Section 24.1 of this Article may not be appealed to arbitration if the alleged discrimination is based on one or more legally protected classes.

ARTICLE 25
COMPLAINT PROCEDURE

25.1 "Complaint" means an allegation made against a professional educator brought by a parent, other citizen, or a nonsupervisory third party.

25.2 **If an allegation is related to sexual conduct or abuse, the investigation will be conducted by a subject matter expert for sexual misconduct or abuse in accordance with this Article.**

25.3 If a complaint is made to a supervisor about the professional educator and the supervisor believes it warrants further consideration, such complaint shall be handled as follows:

25.3.1 After hearing the complaint, the supervisor will request that the complainant discuss the matter directly with the professional educator, except if the complaint involves allegations of sexual conduct **or abuse or if the supervisor has a concern about the safety of any party**. The supervisor shall not be involved in this discussion unless his/her presence is requested by either party.

25.3.2 If the complainant refuses to discuss the matter with the professional educator or, if after discussing the matter with the professional educator the complainant is still dissatisfied, the supervisor will cause the complaint to be reduced to writing.

25.4 If the supervisor decides to proceed further with the written complaint, it shall be processed within ten (10) workdays of receipt under the following circumstances:

25.4.1 If the evaluating supervisor intends to make a record in the evaluation report of the professional educator against whom the complaint was made;

25.4.2 If the supervisor intends to place a record of such complaint in the professional educator's personnel file or the building file;

25.4.3 If in the supervisor's judgment such complaint is sufficiently relevant to the professional educator's performance so as to indicate the desirability of a conference (The professional educator may have a representative present at any such conference.); and

25.4.4 If a professional educator learns of a complaint and requests a conference.

25.5 The supervisor shall meet with the professional educator 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 professional educator may have (a) representative(s) 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.

ARTICLE 26
PERSONNEL FILE

26.1 There shall be only one official District personnel file, which shall be maintained by the Human Resources Department. If the District plans to move to an electronic personnel system, it shall give prior notice to the Association.

26.2 With the exception of items which are duplicates of those in the District file, evaluation materials as described in the *Portland Public Schools Handbook for Professional Growth and Evaluation*, and in-service records, and other official records, materials in the supervisor's building file, including Letters of Expectation, shall be removed when the supervisor or the professional educator is transferred.

26.3 Each professional educator shall have the right upon request to review the contents of his/her District personnel file as well as any similar building file maintained by his/her supervisor. Upon request, the professional educator shall be provided with a copy of all or part of his/her personnel file from the District.

26.4 A representative of the Association may:

26.4.1 at the professional educator's request accompany the professional educator in this review; or

26.4.2 be authorized by the professional educator in writing to review the file.

26.5 Section 26.4 does not limit the Association's right to information under the PECBA.

26.6 A professional educator shall be provided a copy of any materials relating to the professional educator's work performance if such materials are to be placed in the professional educator's personnel file. A complaint shall not be placed in the professional educator's personnel file unless accompanied by a written directive from the administrator. Each professional educator's personnel file subject to review shall contain the following minimum items of information:

26.6.1 all professional educator evaluation reports

26.6.2 transcript of academic records

26.6.3 contract status recommendation.

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

26.8 Letters of Expectation shall be removed from a professional educator's ~~building~~ **official district personnel** file ~~three (3)~~ **six (6)** years after the date of the Letter of Expectation.

ARTICLE 27
EVALUATION

27.1 The performance of professional educators shall be evaluated in writing in accordance with the provisions of the *Portland Public Schools Handbook for Professional Growth and Evaluation* (hereafter referred to as the "*Handbook*") dated December 16, 2013. Any revisions of the Handbook shall be mutually agreed upon. The jointly agreed upon evaluation forms will be included in the Handbook.

27.2 The Handbook and appendices shall be made available in electronic form to all professional educators and District administrators. An electronic copy of the Handbook and appendices, including the Framework and appropriate forms setting forth criteria to be used in evaluations, shall be distributed to professional educators whenever the Handbook is revised and to all professional educators who are being newly evaluated using the Handbook.

27.3 An evaluator's rating of a professional educator in an element or a component shall be based on direct evidence supporting the rating and the evaluator shall include the evidence in the written evaluation.

27.4 Testing

Student performance on District-wide and/or other standardized tests may indicate where modifications of instruction are required, and the implementation of such modifications may be part of the evaluation process. However, evaluations or criticism of a professional educator shall not be based specifically on the issue of comparisons of such student performances.

27.5 While varied sources of information are weighed and considered, observations of a professional educator's performance and written evaluations shall be done only by licensed administrators. No member of the bargaining unit shall be the individual responsible for the evaluation of another member of the unit. Observations of professional educators made by non-administrators in the course of the non-administrators' duties shall not be shared without written permission of the observed professional educator.

27.6 Evaluation Cycle

27.6.1 The evaluation cycle differs for probationary educators and contract educators. All professional educators in the bargaining unit shall be included in the definition of probationary or contract educators in accordance with Article 1: Status and Effect of Agreement.

27.6.2 Probationary professional educators shall be formally evaluated at least two (2) times during the school year. The written Formal Observation Summary (Form 5) shall be completed on the following schedule: Probationary 1: by October 31; Probationary 2: by the last working day preceding the Thanksgiving Holiday; and Probationary 3: by the last working day preceding the Winter Break. The Summative Evaluation Report (Form 6) for all probationary professional educators shall be completed by March 1st.

27.6.3 Unless substantive reasons exist, contract professional educators in Option 1 shall be on a two-year evaluation cycle. During year one (1), the Supported Phase of the cycle, contract professional educators will continue to work on their goals and reflect on their practice. During year one (1), the evaluator may conduct informal observations.

27.6.4 Substantive reasons shall include evidence of unsatisfactory performance as defined by the evaluation Framework, and as documented through informal observations. Assignment to a new building shall not be considered a substantive reason to be placed on a Supervised Phase.

27.6.5 During year two (2), the Supervised Phase of the cycle, the process of observations and conferences described in the Handbook will culminate in a summative evaluation meeting in which the evaluator

and professional educator shall review a written summative evaluation report. The summative evaluation report shall be submitted by May 1st of the year it is due.

27.6.6 Upon request, a professional educator shall be provided with a copy of the original notes made by the evaluator during an observation.

27.6.7 A copy of the written evaluation shall be submitted to the professional educator at the time of the formal evaluation conference or within ten (10) days thereafter; one (1) copy is to be signed and returned to the administration, the other is to be retained by the professional educator.

27.6.8 A professional educator having more than one supervisor shall not be subject to more than one evaluation cycle / supervised phase.

27.7 Evaluation Committee

The Evaluation Committee will meet to continue its work on the evaluation process and Handbook.

27.8 Observations and Conferences

27.8.1 Formal Observations

27.8.1.1 Formal observations shall be preceded by a pre-observation conference and shall be followed with a post-observation conference.

27.8.1.2 Following the observation, the evaluator shall give a copy of the original observation notes to the professional educator.

27.8.1.3 A post-observation conference between the professional educator and evaluator shall take place generally within five working days following the formal observation and shall be private.

27.8.2 Summative Evaluation

27.8.2.1 A Summative Evaluation Report shall be completed for probationary professional educators and submitted by March 1. A Summative Evaluation Report shall be submitted for contract professional educators at least every other year by May 1st of the Supervised Phase.

27.8.2.2 The educator shall sign a copy of the Final Summative Evaluation Report to signify receipt of, not agreement with, the Report.

27.9 A professional educator or an administrator may request the presence of an observer at any formal evaluation meeting.

27.10 In the event that the professional educator feels that the evaluation was incomplete or unjust, s/he 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.

27.11 Program of Assistance for Improvement

27.11.1 The Program of Assistance for Improvement shall be in writing and include the following:

27.11.1.1 A description of the deficiency which is to be addressed by the Program of Assistance for Improvement; and

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

23. The description of the improvement in performance that the educator is expected to achieve;

b. A description of resources to be used and assistance to be provided by the District; and

c. The program shall contain a reasonable timeline for completion and include a schedule for assessing progress towards achieving improvement in performance.

27.11.2 Upon request of the professional educator, following successful completion of a Program of Assistance for Improvement, the educator shall be given written verification. A copy of this notice shall be placed in the personnel file.

27.11.3 Waiver

27.11.3.1 The parties agree that the provisions of ORS 342.895(5) are hereby waived by the District for the duration of this Agreement. That is, should a grievance or other claim of violation of applicable evaluation procedures or fundamental unfairness in a Program of Assistance for Improvement be held by the Association or individual professional educator, such grievance shall be filed in a timely manner pursuant to the provisions of the grievance procedure set forth at Article 5: Grievance Procedure. Such a grievance shall not be held in abeyance for the timeline set forth in ORS 342.895(5). This waiver is subject to the repeal or amendment of ORS 342.895(5) during the term of this Agreement.

27.11.3.2 The parties understand that the filing of a grievance as described above shall not operate to delay or otherwise impede the District's right to implement the Program of Assistance for Improvement.

27.12 A grievance relating to an evaluation of a professional educator may be filed to the extent that it alleges:

27.12.1 An item is clearly untrue; or

27.12.2 A violation of the procedural requirements of this Article; or

27.12.3 A violation of (a) specific provision(s) of the Handbook and any revisions to that document.

27.13 Nothing in this Agreement shall be construed to limit the opportunity of the professional educator or of either party, to make claims concerning alleged violations of this Agreement or of policies, in their presentations to the Fair Dismissal Appeals Board.

27.14 A grievance arbitration will not result in a requirement that the evaluation be modified or withdrawn unless it is shown that a violation of the evaluation process as described above directly affected the outcome of the evaluation. If an arbitrator determines that a probationary professional educator was not evaluated as described in 27.12 and that the failure to follow the evaluation process directly led to the nonrenewal, discharge or dismissal, the arbitrator may reinstate the professional educator but shall have no authority to grant any additional years of employment status, including contract status, beyond that which existed at the time the original evaluation which was subject of the grievance occurred. Thus, the arbitrator shall have no authority to rule separately on the issue of the nonrenewal, discharge or dismissal of the professional educator.

ARTICLE 28
NEGOTIATION PROCEDURES

28.1 Neither party shall have any control over the selection of the representatives of the other party.

28.2 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.

28.3 The parties agree to enter into collective bargaining over the successor agreement no later than the first workweek in January of any affected year.

28.4 Release time with pay shall be allowed to a maximum of six (6) Association representatives to the committee for up to twenty-five (25) 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.

28.5 Strikes and Lockout

28.5.1 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 professional educators during any work stoppage.

28.5.2 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.

ARTICLE 29
ADMINISTRATION OF AGREEMENT

29.1 Contract Administration Meetings

29.1.1 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 professional educators and qualifies as a grievance under the terms set forth in Section 5.1.1. If, after ten (10) days, the issue is not resolved at one or more meetings, the Association may file a formal grievance at Level II.

29.1.2 Each party shall submit to the other, on or before the Friday prior to the meeting, an agenda of items to be discussed.

29.1.3 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.

29.2 Joint Contract Trainings

The District and PAT shall jointly plan and present joint contract training for building/program administrators and building/program reps. Such training shall be held within six months of ratification of this agreement.

29.3 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.

29.4 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.

29.5 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 which may arise. These meetings shall include elected Association building/program representatives and building/program administrators.

ARTICLE 30
DURATION

30.1 This Agreement shall become effective the 1st day of July 2019 and shall continue through June 30, 2020.

30.2 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.

APPENDIX A-1
INDEX TO SALARY SCHEDULE EFFECTIVE JULY 1, 2019

	BA+0	BA+15	BA+30	BA+45	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	1.4446	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, 2019 – JUNE 30, 2020 192 DAYS

	BA+0	BA+15	BA+30	BA+45	BA+60 M+0	BA+75 M+15	BA+90 M+30	BA +105 MA+45
A	43,382	45,334	47,374	49,507	51,733	54,062	56,496	59,038
B	44,857	46,875	48,987	51,190	53,495	55,903	58,413	61,043
C	46,384	48,470	50,649	52,931	55,313	57,803	60,402	63,120
D	47,958	50,119	52,372	54,732	57,191	59,767	62,457	65,263
E	49,590	51,820	54,154	56,592	59,139	61,798	64,578	67,485
F	51,278	53,581	55,992	58,514	61,146	63,898	66,774	69,780
G	53,017	55,404	57,898	60,505	63,225	66,070	69,047	72,153
H	54,821	57,290	59,867	62,562	65,377	68,318	71,394	74,604
I	56,687	59,238	61,902	64,687	67,598	70,639	73,820	77,141
J	58,614	61,250	64,006	66,887	69,897	73,042	76,330	79,762
K	60,605	63,333	66,184	69,160	72,274	75,529	78,925	82,478
L	62,670	65,481	68,432	71,513	74,738	78,104	81,619	85,306
M	64,807	67,715	70,767	73,953	77,289	80,768	84,404	88,216

- Additional $2000 for earned Doctorate in field related to assignment.
- Additional $1500 for a National Board Certification for Professional Teaching Standards.
- Graduate hours beyond a BA earned prior to licensure will not be counted for salary placement unless as part of a completed graduate degree. See Section 12.2.1.4.

APPENDIX B
EXTENDED RESPONSIBILITY SCHEDULE

B.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, extended responsibility pay positions are voluntary. Extended responsibilities that are an extension of the assignment are indicated in Appendix B 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.

B.2 Extended responsibility pay shall only be paid as provided in this contract at the rates indicated without variation.

B.3 The extended responsibility rate shall be the base salary rate in Appendix A (Step 1 on the BA + 0 column). This is the figure against which all extended responsibility percentages are factored for the duration of this Agreement.

B.4 Extended Responsibility Schedule

	PERCENT OF BASE		
POSITION	1st Year	2nd Year	3rd Year
High School Positions			
*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
Dance Team	4	5	6
Swimming	4	5	6
Tennis	4	4	6

Notes for Coaching/Athletics

- 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.
- 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.
- For sports positions, an additional coaching assignment will be authorized when warranted by the number of students participating.

Activities Director	8	9	10
Department Chair A (7 or more professional educators in a department)	11	12	13
Department Chair B (4-6 professional educators in a department)	7.5	8	8.5
Department Chair C (0-3 professional educators in a department)	3.5	4	4.5
*Drama (3 or more major productions)	17	18	19
*Drama (2 major productions)	11	12	13
*Drama (1 major production)	7.5	8	8.5
*Forensics (5 or more speech tournaments)	14	15	16
*Forensics (less than 5 speech tournaments)	9	10	11
*Instrumental Music (3 or more major productions)	13	14	15
*Instrumental Music (less than 3 major productions)	7.5	8	8.5
*Vocal Music (3 or more major productions)	13	14	15
*Vocal Music (less than 3 major productions)	7.5	8	8.5
*Newspaper	10	11	12
*Yearbook	10	11	12
Cheer – Varsity	7	7.5	8
Cheer – JV	3.5	4	4.5
College and Financial Aid Coordinators	10	11	12
Career Ed	4.5	5	5.5
Testing	4.5	5	5.5
TAG	6.5	7	7.5
Technology Coordinators	6.5	7	7.5

Notes for High School Department Chairperson.

- 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 professional educators in the department
  B. 2-4 professional educators in the department
  C. 0-1 professional educators in the department

- 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.
- Shop Foremen at Benson High School shall be placed on Department Chair A.

PK-5, PK-8, 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
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
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 Middle School Music	3	3.5	4
*PK-8 Music	4	4.5	5
*PK-5/Middle School Media Specialist	3	3.5	4
*PK-8 Media Specialist	4	4.5	5
PK-5/Middle School Technology Coordinators	4.5	5	5.5
PK-8 Technology Coordinators	5.5	6	6.5

Other Positions (PK-12)			
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 professional educators	4	4.5	5
5-8 professional educators	6	6.5	7
9 or more professional educators	8	8.5	9
Technical Advisors			
*Psychologist (plus 1 day / week release time)	12		
*Social Worker	12		
*Motor Team	12		
Academic Specialist	10		
*Speech	12		

(plus 1 day / week release time)			
Special Ed ESL Coordinator	16		
Teacher on Special Assignment (TOSA):			
*For New Adoptions	8		
*Curriculum Department TOSA	16		
*Special Ed TOSA	16		
Coordinator – Horticulture Instruction	16		
*CDS Parent Liaison	7.5	8	8.5
Head Teacher – DART	11	12	13

APPENDIX C
DOMESTIC PARTNER

C.1 A "domestic partnership" is defined as one in which two (2) persons, regardless of sex assigned at birth, gender identity, or recorded gender:

C.1.1 Share the same permanent residence for at least six (6) months immediately preceding the signing of an Affidavit and intended to continue indefinitely;

C.1.2 Have a close personal relationship with each other;

C.1.3 Are not legally married to anyone;

C.1.4 Are not related to each other by blood in a degree of kinship closer than would bar marriage in the State of Oregon;

C.1.5 Are each eighteen (18) years of age or older;

C.1.6 Were mentally competent to consent to contract when the domestic partnership began;

C.1.7 Are each other's sole domestic partner; and

C.1.8 Are jointly responsible for each other's common welfare including "basic living expenses."

APPENDIX D
DEFINITION OF SUBJECT

D.1 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.

D.2 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

D.3 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.

D.4 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.

D.5 Bi-lingual and immersion programs conducted in a language other than English shall be a separate subject for purposes of determining competence for transfers and layoff.

D.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.

APPENDIX E
MAINTENANCE OF INSURANCE BENEFITS

E.1 Section 13.1.5 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.

E.1.1 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:

E.1.1.1 Direct payment shall not be required to out-of-network providers; and

E.1.1.2 Regence's definition of "usual and customary" rates shall apply.

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

E.1.2 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.

E.1.3 Effective August 1, 2017, the benefits in existence on the date of execution of this Agreement, including the provisions identified below, shall be maintained by the District for the full term of this Agreement, except if mandated by a new state insurance plan. The District and the Association agree to end the plan's "grandfather" status and bring the plan into compliance with the Affordable Care Act.

APPENDIX F
INSURANCE BENEFIT MODIFICATION LIST

Plan Provision	Benefit Modification Description – Effective January 1, 2018
Regence	
Preferred Provider (FTPT O1)	
Coinsurance Max	Out of pocket Maximum (OOPM) All copays, deductible, coinsurance, and pharmacy cost shares accrue to the out of pocket maximum.
Deductibles	Accrues to the OOPM
Hearing Aids	Dollar limits removed
Preventive Care	100%/100%/70%
Indemnity (PT O2)	
Coinsurance Max	Out of pocket Maximum (OOPM) All copays, deductible, coinsurance, and pharmacy cost shares accrue to the out of pocket maximum.
Deductibles	Accrues to the OOPM
Hearing Aids	Dollar limits must be removed
Providence Health Plan	
All Plans	
Alternative Care Providence Health Plan	Add acupuncture ($10/20 Visit Limit)
Caremark	
Prescription out of pocket	$2200 individual / $4400 family out-of-pocket max
Kaiser	
All Plans	
Prescription Medications	Accrues to the OOPM
Prescription Medications	Immunosuppressive Rx Moves to $5 copayment
Trust self-insured Dental Plan – Regence – Effective January 1, 2019	
Annual limits	$2,500 annual limit per eligible person
Ortho Life time limits	$4,000 orthodontia lifetime limit per eligible person

APPENDIX G

MEMORANDUM OF AGREEMENT

Memorandum of Agreement between PPS and PAT

January 22, 2019

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1. Separate bargaining discussions for complaint/investigation procedures:

   M.7.4 of the 2016-19 Collective Bargaining Agreement states:

   The District and the Association agree to meet prior to October 1, 2018 to review the investigation procedures in Articles 23 and 25.

   PAT and PPS agree to the following:

   - The October 1, 2018 deadline will be amended to no later than three weeks after ratification. The goal would be to conclude rollover/extension discussions by March 1, 2019 and start bargaining over the limited bargaining issues shortly thereafter.

   - The parties agree Sections 23.7, 23.8, 23.9, all of Article 25, Sections 26.1, 26.2, 26.3, 26.7, 26.8, and the demand to bargain over impacts arising from Board policies related to professional conduct will be discussed by the bargaining teams using an IBB process.

   - The parties agree to create and implement separate ground rules for the IBB process, including rules relating to a joint communication plan.

   - The parties will endeavor to complete the IBB process within three months, subject to a mutually agreed upon extension of that timeframe. The parties agree to meet for a minimum of 24 hours a month until completion of the IBB process or modification of the process by mutual agreement.

- The creation of an MOU memorializing the changes in the above articles at the conclusion of the process is the stated goal of the process with the acknowledgement that any language changes agreed to will become part of the CBA.

2. Reservation of Legal Rights: The District and the Association reserve throughout the process their legal rights and obligations under Oregon Law. The parties agree that by entering this agreement they do not waive any rights under the CBA or Oregon law.

_____ _____

For the District Date For the Association Date

APPENDIX H
MEMORANDUM OF AGREEMENT
between
Multnomah County School District #IJ (District)
and
Portland Association of Teachers (PAT)

Safety 2019

H.1 The Behavior Collaboration Team (BCT) will continue to operate through June 30, 2020.

H.1.1 The team will be responsible for evaluating, researching, proposing, and implementation-planning short-term and long-term goals within the comprehensive district-wide instructional/intervention framework based on the MTSS inventory.

H.1.2 The team will be comprised of no more than 15 core team members. (Guests/experts are also likely to participate regularly as needs demand.)

H.1.3 PAT can appoint up to 3 core team members.

H.1.4 The District will also appoint educators, building administrators, central office staff, leadership, and other stakeholders to this team to ensure a diversity of perspectives and inputs.

H.1.5 The team will clearly communicate the intent and expectations for the BCT to all educators and administrators before the start of the school year.

H.1.6 The District and Association will ask PAPSA, and PFSP to each appoint a core team member.

H.1.7 Members of the BCT will carry out their role and responsibility through an equity lens, being mindful of issues of disproportionality and will critically examine the impact of current practices and policies on exclusionary discipline and special education over-representation.

H.1.8 Through a chartering process, the BCT will determine group processes such as authority and decision-making processes.

H.2 The District will complete an MTSS Inventory at all schools by the end of Spring 2019 and use results to establish 2019-20 Climate Plans for all schools prior to the start of the 2019-20 school year.

H.3 The District will develop a 2019-20 district-wide professional development plan for all professional educators and administrators that establishes a consistent and system-wide framework for MTSS learning and adoption. It will include at least one PD day before the first student day and at least one 90-minute PD each month dedicated to building-specific development and progress on MTSS learning and adoption.

H.4 <u>Rapid Response Team</u>

H.4.1 The District will broadly communicate the function and availability of the Rapid Response Team (RRT) to all educators and administrators within 4 weeks of ratification.

H.4.2 Through June 30, 2020, the District shall minimally staff[4] the Rapid Response team to include:

H.4.2.1 One-half (.5) FTE administrative support;

[4] The parties recognize that if PPS posts vacancies and attempts to fill them, it has complied with this section.

H.4.2.2 One (1) FTE climate coach;

H.4.2.3 One (1) FTE social worker, Qualified Mental Health Professionals (QMHP), school psychologist or counselor; and

H.4.2.4 Two (2) therapeutic intervention coaches or other coaches whose focus is on providing supports to "high needs" schools.

H.4.3 In the 2019-20 school year, the Rapid Response Team (RRT) will maintain the staffing level and structure of the team to ensure support for students, professional educators, and building administrators.

H.4.4 The District will continue the current budget commitment 2019-20 school year for these efforts. This will include the expansion and evolution of the RRT, staff time to participate in BCT, support recommendations of the BCT, professional development investments associated with these efforts, and additional SPED staffing and services.

APPENDIX I
BILINGUAL OR MULTILINGUAL ABILITY

I.1 In the application of the bilingual or multilingual exception to seniority in Section 18.6.2.4 the following interpretations shall apply:

I.1.1 Bilingual or multilingual shall mean proficiency in reading, writing, speaking and listening equivalent to Level 4 using the American Council on the Teaching of Foreign Languages (ACTFL) rubric. If an alternate exam, such as the Standards-Based Assessment and Measurement of Proficiency (STAMP), is selected, the level of proficiency under that alternate exam will be the equivalent to the ACTFL Level 4.

I.1.2 Proficiency shall be established prior to the posting of vacancies in the annual internal transfer process.

I.1.3 Professional educators shall be informed of dates and times during the school year that they are able to demonstrate proficiency.

I.1.4 In order to be considered "relevant to the assignment", a minimum of 15% of the students in a school must have in common a language other than English according to the October 1 enrollment report using the "Student's Language at Home" report from Synergy, and the professional educator receiving the exception must directly support, on a daily basis, one or more students within this category and be proficient as determined by I.1.1 in the same language.

I.1.5 Prior to December 1 of each year, the District shall notify professional educators in schools that meet the 15% threshold of the opportunity to demonstrate proficiency in the applicable language or languages.

APPENDIX J
SCHOOL PSYCHOLOGIST TRANSFER AND ASSIGNMENT PROCESS

School Psychologists do not participate in the internal transfer and assignment process covering other professional educators set forth in Sections 18.3 nd 18.5, of the PAT/PPS collective bargaining agreement. This Appendix sets forth the internal transfer and assignment process for School Psychologists. The terms of this Appendix do not in any other way modify or amend the provisions of the PAT/PPS collective bargaining agreement or its application to School Psychologists.

J.1 School Psychologist FTE Committee

J.1.1 A School Psychologist FTE Committee shall be established. The committee shall consist of five school psychologists selected by the Association, and the Director of Special Education or designee. The School Psychologist FTE Committee ("FTE Committee") shall work with the Special Education Director or designee to implement the School Psychologist staffing process.

J.1.2 School Psychologist assignments will be adjusted once every three years including the staffing process in the spring of 2020 for the 2020-21 school year. School Psychologists will be given the opportunity to drop a present school assignment and select a new school. To be eligible to participate in the site selection, a School Psychologist must have dropped at least one of their schools or be required to make a change because of FTE adjustment.

J.2 Rules for Site Changes

J.2.1 Site reassignment is by seniority (i.e., if two people want the same site, the person with the higher seniority gets it), with exceptions granted to buildings shared by two School Psychologists, as outlined below:

J.2.1.1 Buildings with a 1.0 FTE assignment or less should be filled by only one School Psychologist. On rare occasion, exception may be made by agreement between the School Psychologists and administration;

J.2.1.2 If the building FTE increases, and there are two School Psychologists in the building, the person with the most FTE in the building shall have the choice to increase FTE. If that School Psychologist declines, the second School Psychologist in the building gets the choice;

J.2.1.3 If a building is split between two School Psychologists and one of them is retiring/leaving, the other School Psychologist has the choice to change their FTE in the building to take that position.

J.2.2 A School Psychologist may only participate in site selection if their site assignment no longer equals their FTE. (This includes if they have dropped all or part of their site assignment.)

J.2.3 A School Psychologist may drop as many of their sites as they like, but shall only have three (3) site choices in the selection process.

J.2.4 If a School Psychologist does not get their 1st, 2nd, or 3rd choice in the selection process, or if they have FTE that remains unassigned, a site will be assigned to the School Psychologist at the end of the selection process by the FTE Committee.

J.2.5 School Psychologists are encouraged to fill their FTE with one or two sites when possible (e.g., for a 1.0 FTE position, a School Psychologist should select: a 1.0; a 0.8 and a 0.2; or a 0.6 and a 0.4).

J.2.6 A School Psychologist on a Plan of Assistance (POA) shall generally not be allowed to transfer. Exceptions may be made by the Special Education Department.

J.2.7 School psychologist assignments that become vacant after this selection/placement process (e.g., at the end of year, summer, mid-year, etc.) are to be considered interim placements for that school year and will be posted in the following school year staffing process.

J.3 The process will be completed as follows:

J.3.1 School Psychologist assignment adjustments shall be in alignment with adjustments to each building's School Psychologist FTE.

J.3.2 The Special Education Department shall send out information regarding building FTE and vacancies, along with staff seniority lists, to all School Psychologists prior to the selection event described in Section J.6.

J.3.3 School Psychologists shall have five (5) workdays to review the vacancy list and changes to their current assignment caseload based on the FTE formula. School Psychologists shall email the Special Education Department to state which part of their assignment they are dropping if necessary due to FTE changes (e.g. if a School Psychologist has a 0.6 and a 0.4, but the 0.6 increased count to 0.8 while the 0.4 remained 0.4, the School Psychologist must drop at least one of those schools). School Psychologists may also drop a school or schools based upon their desire to change sites.

J.3.4 Within five (5) workdays the Special Education Department shall email an updated building vacancy list to all School Psychologists. The updated list shall include the vacancies plus the schools that have been dropped by School Psychologists due to want or need to change assignments.

J.3.5 School Psychologists shall be provided five (5) additional workdays to review the updated list and submit a school to drop by emailing the Special Education Department. If a School Psychologist does not submit a site to drop prior to the end of this period, they are electing to keep that assignment for the following school year. If a School Psychologist must submit a site to drop (due to the count now totaling more than the School Psychologist's FTE) and fails to do so, a choice will be made for them by the FTE Committee.

J.3.6 A Final List (comprised of vacancies and dropped sites) shall be compiled by the Special Education Department and reviewed by the FTE Committee. The Special Education Department will email the Final List to all School Psychologists to review.

J.3.7 After at least 5 workdays of review time, the School Psychologists' assignment Selection Event will occur. This event will be coordinated by the FTE Committee in collaboration with the Special Education Department.

J.4 The Selection Event for School Psychologists in need of additional FTE to complete their assignment shall be run as follows:

J.4.1 An index card or equivalent will be made for each available school site indicating the school's FTE.

J.4.2 A School Psychologist can select up to three (3) school sites by writing on the school/s index card their name, seniority number, and whether the school is their first, second, or third choice.

J.4.3 At the end of the event, the index cards will be used by the FTE Committee to make assignments based on seniority and in accordance with the rules (see above).

J.5 Transfer Process for School Psychologists on Off Years (when no building FTE adjustments are made):

J.5.1 The Special Education Department shall email vacancies to all School Psychologists in the spring at the same time as the PPS internal transfer process. Third-year probationary and contract School Psychologists interested in the vacant sites shall respond by email to the Special Education Department with their preference.

J.5.2 The Special Education Department shall then email an updated list of vacancies to School Psychologists. School Psychologists shall be provided five (5) workdays to review the updated list and to respond by email to the Special Education Department with their preference.

J.5.3 If more than one School Psychologist is interested in a vacant site, reassignment will be granted by seniority. The Special Education Department shall make the assignments based on seniority and in accordance with the rules (see above); which shall be reviewed by the FTE Committee.

J.5.4 This will constitute the internal process for filling these vacancies before moving to an external process.

J.6 Other Information Regarding School Psychologist Transfers and Workload

J.6.1 School Psychologists will not participate in fall balancing.

J.6.2 Workload fluctuations shall generally be handled within PLC's and through floater support.

J.6.3 An exception to the 3-year stable FTE count for a building will be made in the event of a notable workload change for a site (e.g., increased caseload created by new housing development, substantial enrollment increases).

APPENDIX K
Template for Letter of Expectation

VIA [DELIVERY METHOD]

[DATE]

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

RE: Letter of Expectation

Dear [EMPLOYEE NAME]:

The purpose of this letter is to confirm our discussion on [MEETING DATE], at which I communicated the expectation, standard, or policy stated below. This letter is to clarify my expectations. **It is not a finding of fault or misconduct and is not a disciplinary action.** ~~This letter is not disciplinary.~~

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

- [STATE SPECIFIC EXPECTATION, POLICY, PROCEDURE OR PROFESSIONAL STANDARD. **Letters of Expectation will not include standards stated in the evaluation rubric.]**

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

Sincerely,

[NAME], Principal

Copy: **Official District Personnel File**
~~District Letter of Expectation File~~
~~Building File (at supervisor's option)~~

APPENDIX L
ADMINISTRATIVE LEAVE LETTER TEMPLATE

Date

By hand delivery

Employee
Address
City

Dear [NAME],

Effective immediately you are placed on paid administrative leave of absence, pending the outcome of a personnel investigation. The reason you are being placed on paid leave is [REASONS – must be specific enough to inform the employee of why he/she is off.]

You will remain on paid administrative leave until you are notified otherwise by me. You have the right to union representation at any investigatory meeting. You will need to remain available to be contacted or to meet during your regularly scheduled working hours.

While you are on administrative leave, you are not to come on any District property during work hours or after, unless prior arrangements have been made.

However, if you are a parent/legal guardian of a child who is a PPS student, you may transport your child to and from school and participate as a parent in your child's school-related activities such as parent-teacher conferences, performances and sporting events. You may also access the District's outdoor property in the same manner as other members of the public during non-school hours and when no after-school activities are taking place.

If you have any questions regarding your administrative leave status or want to make arrangements to return to school while on leave, please contact your building principal at [PHONE NUMBER].

Sincerely,
[NAME]

Sr. Manager, Employee and Labor Relations or OSP Leadership

Copy: Building Administrator
OSP Leadership
PAT Representative
Investigation file(s)

APPENDIX M
SETTLEMENT MEMORANDUM OF AGREEMENT

Implementation

M.1 The parties to this Agreement are the Portland Association of Teachers (hereinafter "the Association") and the Multnomah County School District No. 1 (hereinafter "the District"). The parties have negotiated a successor collective bargaining agreement (the "Tentative Agreement"). The Association and the District share the mutual goal of complete and expeditious settlement of successor collective bargaining negotiations and other outstanding issues, and hereby enter into the following Settlement Memorandum of Agreement (hereinafter "this Agreement"):

M.2 Effective Date

M.2.1 Except as otherwise provided in the Tentative Agreement and the associated Memoranda of Agreement, the Tentative Agreement is effective upon ratification by both parties.

M.3 Evaluation Forms

The mutually agreed upon evaluation Forms 3, 5, and 6 dated February 25, 2019 shall be included in the Handbook.

M.4 ER pay for Literacy Specialists

The parties were not able to reach an agreement on ER pay for literacy specialists. Alternatively, the parties have agreed to move the grievance dated February 25, 2019 to Level 2 of the Grievance Procedure.

M.5 Return to 7-Period High School Schedule

In the event the District determines that it wishes to return to a seven-period high school schedule, that schedule shall be generally comparable to that in place at comprehensive high schools during the 2010-2011 school year (i.e., five instructional periods, one duty and one preparation period).

M.6 Clarification of Outstanding Language

M.6.1 The District had previously taken the position that ORS 342.850 (7) prohibits the removal of discipline from a professional educator's personnel file under any circumstances. From this point forward, the District has changed its position, and acknowledges that discipline/discharges may be removed from a professional educator's personnel file or altered by an arbitrator's award, a grievance resolution or other settlement agreement.

M.6.2 The parties agree the plain language of Section ~~23.3~~ **23.4** provides all professional educators the right to appeal their dismissal during their contract to an arbitrator; this includes probationary and temporary professional educators.

M.6.3 The parties agree that the bargaining for the 2016-19 contract did not change the contractual standards to be applied to dismissals, non-renewals or non-extensions.

M.6.4 The District will not bring up in any future grievance arbitration the fact that PAT made proposals to add explicit language for just cause for dismissals, non-renewals or non-extensions to the contract during this bargain.

M.6.~~5~~ Currently the District's online evaluation files are accessible by the professional educator's evaluating supervisor and other administrators in the same building. The documents for all

professional educators are also accessible by OSP Leadership in charge of Schools, the Human Resources staff and others selectively in District management. The documents are not available for principals or other administrators in other buildings to see. If the District moves to a system where these materials are accessible to other administrators not in the same building, the District shall give PAT prior written notice. The Association reserves the right to grieve any such change and/or to demand to bargain over the change.

M.7 Work Groups

M.7.1 Stabilization of schools with High Turnover

The District and Association shall jointly identify schools with high turnover to research the causes and possible solutions to turnover. The intent of this effort shall be to jointly develop and present actions to reduce turnover in the identified schools to the Board of Education prior to the adoption of the budget.

M.7.2 Revision of *In-Service Guidelines*

The District and the Association agree to meet to revise the *In-Service Guidelines* with the goal of incorporating relevant language into the CBA and eliminating the separate document. This work shall be completed prior to October 1, 2019.

SIGNATURE PAGE

For the Association:

Suzanne Cohen, President	Steve Lancaster, Bargaining Team Chair
Chelyn Joseph, Team Member	Alisha Chavez, Team Member
Emy Markewitz, Team Member	Al Rabchuk, Team Member
Marty Pavlik, UniServ Consultant (Chief Negotiator)	

For the District:

Carol Hawkins, Sr Dir – Employee & Labor Relations	Sharon Reese, Chief Human Resources Officer
Claire Hertz, Dep. Supt – Business & Operations	Rita Moore, Board Chair
Julia Brim-Edwards, Board Member	John Stellwagen, Senior Legal Counsel
Guadalupe Guerrero, Superintendent	

Dated this _____ day of _____ 2019

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