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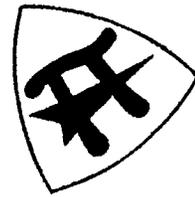
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830278



AGREEMENT

SCHOOL
DISTRICT NO. 1,
MULTNOMAH
COUNTY,
OREGON AND
PORTLAND
ASSOCIATION
OF TEACHERS

1998 — 2002

3,700
teachers

7/22/04

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**PROFESSIONAL AGREEMENT BETWEEN
THE PORTLAND ASSOCIATION OF TEACHERS
AND
SCHOOL DISTRICT NO. 1
MULTNOMAH COUNTY, OREGON**

**THIS AGREEMENT ENTERED INTO THE 8TH DAY OF FEBRUARY, 1999,
BY AND BETWEEN THE PORTLAND ASSOCIATION OF TEACHERS,
HEREINAFTER CALLED THE "ASSOCIATION," AFFILIATED WITH THE
OREGON EDUCATION ASSOCIATION, HEREINAFTER CALLED "OEA,"
AND THE NATIONAL EDUCATION ASSOCIATION, HEREINAFTER
CALLED THE "NEA," AND SCHOOL DISTRICT NO. 1, MULTNOMAH
COUNTY, OREGON, HEREINAFTER CALLED THE "DISTRICT."**

WITNESSETH:

WHEREAS, the District and the Association recognize and declare that providing a quality education for the children of Portland is their mutual aim, and that the character of such education depends upon the quality and the morale of the teaching service, and

WHEREAS, the members of the teaching profession are particularly qualified to assist in formulating policies and programs designed to improve educational standards, and

WHEREAS, the parties have reached certain understandings, which they desire to confirm.

IT IS HEREBY AGREED AS FOLLOWS:

**ARTICLE 1
STATUS AND EFFECT OF AGREEMENT**

A. The Board recognizes the Association as the sole and exclusive collective bargaining representative for all licensed teaching personnel employed or to be employed in the District in a position for which a teaching license is required by state or regulation, School Psychologists, Social Workers, Child Development Specialists, Student Services Specialists and Audiologists. Such recognition also includes those assignments specified in Appendices B & C of this Agreement. Such recognition excludes the Superintendent and the Central Office Administrative Staffs, Principals, Vice-Principals, Administrative Assistants and persons ordinarily engaged at least 50% of the time in administration, supervision or evaluation of teaching personnel. The term "unit member," when used herein, refers to members of the bargaining unit.

- B. 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.
- C. There shall be two (2) signed copies of the final Agreement for the purpose of records. One shall be retained by the District and one by the Association. Within one month of the ratification of the Agreement by both parties, the Board agrees to print sufficient copies of this Agreement for all unit members and agrees to deliver those copies to the Association for distribution to all unit members. One page of the Agreement will contain the Association name, address, telephone number and officers.
- D. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the right and opportunity to make demands and proposals with respect to any subject appropriate for bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. The parties mutually agree that the terms and conditions set forth in this Agreement incorporate the entire understanding and agreements of the parties on all matters which were subject to negotiations. The Board and the Association agree that, during the term of this Agreement, the other shall not be obligated to negotiate or bargain collectively with respect to any such matter covered by this Agreement. This Agreement may be altered, changed, added to, deleted from or modified only through the voluntary, mutual written consent of both of the parties in amendment thereto.
- E. Nothing contained in this Agreement or mutually relied on in bargaining will be interpreted and/or applied so as to eliminate or reduce any current management right or established working condition that is a mandatory subject for bargaining. The Board, however, may otherwise reserve the right to unilaterally change its policies relating to all matters which do not involve mandatory subjects of bargaining.
- F. Should any Article, Section or clause of this Agreement be declared illegal by a court or agency of competent jurisdiction, said Article, Section or clause, as the case may be, shall be automatically deleted from this Agreement to the extent that it violates the law, but the remaining Articles, Sections and clauses 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 provisions and

the affected provisions shall be subject to further collective bargaining during the term of this Agreement with respect to the period covered by this Agreement.

- G. Any contract between the Board and an individual unit member shall be expressly subject to the terms and conditions of the Agreement.
- H. The Association shall continue to be the exclusive collective bargaining representative, as provided in Section A of this Article, during the term of this Agreement unless, under applicable law, some other method of representation or some other applicable representative is elected. Should another method or representative of the unit members be so elected during the term of this Agreement, this Agreement shall not terminate but thereafter no provision of this Agreement shall be construed to require the Board 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

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

- A. The Association or its representatives shall have the right to transact official Association business on school district property at all reasonable times; use school district facilities and equipment including typewriters, mimeographing machines, other duplicating equipment, calculating machines, audiovisual equipment, provided the same are not otherwise in use; post notices of activities and matter of Association concern on teacher bulletin boards, at least one of which shall be provided in each school building; use the District mail service and teacher mailboxes for communications, and place small symbols on such mailboxes but limit the size of logos to one inch (1") or less, and larger logos that are presently displayed should be replaced with the new ones. A clearly identified Association mailbox at each worksite will be reserved for Association communications. If a box is unavailable, the Association may place a mailbox that is comparable in size and appearance with the staff mailboxes that exist at the individual worksites for Association communications. Use of the District's mail service shall be in accordance with the Memorandum of Agreement dated November 7, 1988, 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.

- B. The District shall furnish the Association upon request all reasonably available factual information necessary to its function as exclusive bargaining representative.
- C. The Association shall have the right to make brief announcements as a scheduled item on the agenda of any faculty meeting or any other required meeting, if held, in the event two (2) or less faculty meetings are held in any month.
- D. **Association Representatives Meeting**

The Association may call general meetings of its Association representatives during school time up to five (5) times during the school year. Such representatives shall be released without loss of pay but the Association shall reimburse the District for the cost of substitutes. Two (2) weeks' advance written notice shall be furnished to the Superintendent of a meeting and it shall not be called for a day when other teacher absences eliminate the availability of a sufficient number of substitutes. One (1) Association representative within a building shall be given one (1) period of release time per week during the workday at a regularly scheduled time, established by the principal, provided the principal in his/her discretion determines that a teacher or administrator within the building is available to supervise the students of the Association representative.

E. **Building/Program Area Committees**

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

F. **Orientation Programs**

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

G. **School Board Meetings**

The Association shall be provided time on the agenda of each regular Board meeting for brief comments. 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. Prior to the commencement of each meeting, the Association shall be provided a copy of the "Agenda of Board of Education" and any informational material that appears appropriately related to an issue with which the Association is involved.

H. **Instructional Program Council**

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

- I. Release of unit members 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, the use of its facilities, and all areas of discretion in matters of inherent managerial policy.

**ARTICLE 4
NEGOTIATION PROCEDURES**

- A. Neither party shall have any control over the selection of the representatives of the other party.
- B. The parties mutually pledge that their representatives will hold all necessary authority to make and consider proposals and concessions in the course of bargaining, subject to ratification by the Board and Association, respectively.
- C. The parties agree to enter into collective bargaining over the successor agreement no later than the first teacher workweek in January of any affected year.
- D. Release time with pay shall be allowed to a maximum of five (5) Association representatives to the committee for up to thirty (30) bargaining meetings. Up to two (2) representatives representing the Association may be released from assigned responsibilities for full-time, but without pay from the District. Other negotiation meetings conducted during the workday shall be at the cost of substitute(s) to the Association. Upon mutual agreement, these meetings may occur during off-duty hours.

**ARTICLE 5
ADMINISTRATION OF AGREEMENT**

A. Contract Administration Meetings

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

B. Amendment of Contract

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

C. Written Communications

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

D. Association Representatives

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

**ARTICLE 6
GRIEVANCE PROCEDURE**

SECTION A - Definitions, Time Limitations on Filing and Joinder

- 1. "Grievance" is defined as a complaint that this Agreement has been violated.
"Employee grievance" is defined as a complaint by one (1) or more unit members that the District has violated provisions of this Agreement, provided the conduct complained of directly affects the unit member(s).
"Association grievance" is defined as a complaint by the Association that the District has violated provisions of this Agreement.
- 2. All grievances shall be filed within thirty (30) days after the first knowledge by the injured party of the factual occurrences constituting the basis of the grievance. In case of an assignment, or other continuing classification or condition, a grievance concerning either past or future effects thereof shall have been commenced within thirty (30) days of the grievant's first knowledge thereof.

3. "Day" is defined as a working school day. During the summer recess, a grievance may proceed upon mutual consent of the parties.
4. Grievances that are reasonably related shall be joined and processed together.
5. A grievance may not be filed over a unit determination matter or a 1(e) violation of ORS 245.672 or a matter that would cause the District to commit an unlawful act or a matter imposed upon the District by a higher authority.
6. The District shall continue, with respect to unit members, to provide the separate grievance procedure in existence with respect to issues arising solely under policies and regulations other than this Agreement, or regarding matters which are not employment relations as defined by law.

SECTION B - General Procedures

1. Representation.

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

2. Parties Present.

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

3. Individual Adjustment.

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

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

4. Time Extensions.

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

5. Default.

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

6. 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.

7. Limitation of Remedies.

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

8. Contents of Grievance.

The written formal grievance filed at any level shall contain the specific Agreement article, section and paragraph that has allegedly been violated (e.g., Article 18.H.1.), a short statement of the facts giving rise to the violation and the relief sought. The written response shall include the decision and the rationale for such decision.

9. Minutes.

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

10. Separate Files.

All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file which shall constitute a "personnel file," within the meaning

of the confidentiality provisions of ORS 342.850. Access to those files shall be limited to those directly involved in the case.

11. 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.

12. Privacy.

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

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

SECTION C - Levels and Steps

Level I. Immediate Supervisor

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

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

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

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

Level II. Executive Deputy Superintendent

An appeal of a grievance from Level I or a grievance filed by the Association affecting unit members in more than one (1) building shall be filed at this level.

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

Step 2 Within seven (7) days following completion of the Level II, Step 1 hearing, the Superintendent shall provide a written decision to the parties. However, at the request of the Superintendent, or the grievant, an informal hearing will be held within five (5) days to discuss the grievance and decision. In such case, the written decision shall be issued within three (3) days following the meeting.

Step 3 If the grievance is not settled at Level II, Step 2, the decision of the Superintendent shall be submitted to the Board of Education. Board action shall take place at the next scheduled Board meeting beyond seven (7) days from the date of the Level II, Step 2 decision. Within three (3) days following Board action, a written decision shall be mailed to the Association.

SECTION D - Arbitration

If the grievance is pursued to arbitration, the issues before the arbitrator shall be limited to those presented at Level II. Only the District and the Association, in its own behalf or in behalf of a unit member or group of unit members, shall be parties in arbitration.

1. 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. In the alternative, the parties may jointly agree upon any person to serve as arbitrator.

2. Authority of Arbitrator.

The arbitrator shall 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.

3. Costs.

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

4. Attendance.

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

5. Evidence.

Except for evidence used solely for impeachment or rebuttal or to refresh recollection, evidence shall be restricted to exhibits made known to the other party at least twenty-four (24) hours prior to the first arbitration session and to testimony from witnesses whose names were made known to such party within said time; provided that the arbitrator may, upon a showing of good cause or to prevent injustice, relieve a party from this restriction.

6. Affidavits.

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

7. Oaths.

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

8. Waiver of Oral Hearings.

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

9. Time and Place.

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

10. Order of Proceedings.

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

11. Serving of Notices.

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

12. Communication with Arbitrator.

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

13. Arbitrability; Review of Arbitration Decision.

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 1 of this grievance unless otherwise agreed to by the parties. Grievances shall be heard unless the contract clearly is not susceptible to the interpretation cited in the grievance. Ambiguity shall result in the grievance being considered. If neither party requests a separate hearing on grounds of arbitrability, and if the arbitrator still rules that a grievance is not arbitrable, s/he shall not comment on the merits of the grievance in any way.

14. Conflict of Interest.

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

15. Substitute Arbitrator.

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

ARTICLE 7

NONDISCRIMINATION AND ACADEMIC FREEDOM

A. Nondiscrimination

In matters of wage, hours and employment relations, or any other matter covered by this Agreement, the District agrees to follow a policy

of not discriminating against any unit member on the basis of race, color, national origin, ancestry, sex, age, weight, height, marital status, religion, disability, sexual orientation, lawful off-duty political activity or associations, membership or nonmembership in the Association or participation in its activities, the fact that the unit member's residence is outside the District, or as otherwise provided by School Board policy. However, this provision shall not be construed to prevent the following:

1. District participation in program conducted in an effort to increase opportunities for minority groups, subject to the provisions of this Agreement.
2. Distinctions authorized by law.
3. Consequences of District policies pertaining to assignment of spouses both employed by the District if one is an administrative or supervisory employee.
4. It is the intention of the parties that the interpretation given to this Article shall be consistent with the proper interpretation of the provision of the Oregon Fair Employment Practices Law contained in ORS 659.028 and 659.030. A grievance alleging violation of Section A of this Article shall not be subject to arbitration if the grievant elects to pursue the complaint through means established by statute.

B. Academic Freedom

Unit members shall be guaranteed academic freedom in instructional presentations and discussions and in faculty discussions of education policy. Unit members may introduce controversial materials provided such presentations, discussions and materials are appropriate and relevant to course content and grade level and that balanced viewpoints on a controversial issue are presented consistent with the administrative regulations in effect during 1993-94 that speak to the District's Academic Freedom Policy 620.

- C. A reprisal shall not be taken against a unit member in response to that unit member's exercise of the right to file a grievance as provided in this Agreement.
- D. The personal life of a unit member is not an appropriate concern of the District, except where it relevantly affects the unit member's fitness for or performance of his/her professional duties.

**ARTICLE 8
EVALUATION**

- A. The performance of unit members shall be evaluated in writing. While varied sources of information are weighed and considered, the written evaluation of a unit member's performance will be done only by licensed administrators. Probationary teachers shall be evaluated at least two (2) times during the school year. Such evaluations shall be completed by the last working day preceding the winter break and by March 1st. Unless substantive reasons exist, written evaluations of contract teachers shall be completed every other year and the evaluation report shall be submitted by May 1st of the year it is due. Unit members in positions for which licensure is not required shall be evaluated, in writing, at least once by April 1st, each school year during their first three (3) full years of employment. Thereafter, written evaluations shall be made by May 1st, every other year.
- B. The appropriate written forms setting forth criteria to be used in evaluations shall be distributed to the affected unit members. Additional forms need not be given in subsequent years unless they have been modified or requested by a unit member. No member of the bargaining unit shall be the individual responsible for the evaluation of another member of the unit.
- C. Upon request, the unit member shall be provided with a copy of notes made by the evaluator during an observation. A copy of the written evaluation shall be submitted to the unit member at the time of the formal evaluation conference or within ten (10) days thereafter; one (1) copy is to be signed and returned to the administration, the other is to be retained by the unit member. In the event that the unit member 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.
- D. When an evaluating administrator determines that there is a performance deficiency which requires immediate attention, the unit member may be placed on a Program of Assistance. A member who believes that the Program of Assistance does not comply with this Article or with the requirements of the "Portland Public School District Teacher Evaluation Process" document and any revisions to that document may file a process review claim with their immediate supervisor, outlining the list of alleged violations. Within ten (10) working days, the claim will be discussed by the supervisor and the unit member and, at the member's invitation, a representative of the

member. The Director of Human Resources or designee may also attend the meeting. The supervisor, or the Director of Human Resources or designee, if he/she attends the meeting, shall set forth in writing the reason(s) for his/her decision within seven (7) working days of the meeting. In the event the member is not satisfied with such decision, the member may appeal the process review claim to the Director of Human Resources or designee, unless the Director or designee attended the meeting with the supervisor.

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

1. A description of the deficiency which is to be addressed by the Program of Assistance;
2. The description of the improvement in performance that the unit member is expected to achieve;
3. A program for achieving the desired performance improvement;
4. A description of resources to be used and assistance to be provided by the District;
5. The program shall contain a reasonable timeline for completion and include a schedule for assessing progress towards achieving improvement in performance; and
6. Upon request of the unit member, following successful completion of a Program of Assistance, the member shall be given written verification. A copy of this form notice shall replace the program in the personnel file.

At the completion of the Program of Assistance, the unit member may elect to file a grievance as per Article 6.

- E. A grievance relating to an evaluation of a unit member may be filed to the extent that it alleges:
1. Bad faith, or that an item is clearly untrue, or
 2. A violation of the procedural requirements of this Article, or
 3. A violation of the procedural requirements of the "Portland School District Teacher Evaluation Process" document and any revisions to that document. Revisions recommended to the Superintendent shall be jointly developed by members of the District and the Association.
- F. Nothing in this Agreement shall be construed to limit the opportunity of the teacher, 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.

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

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

The supervisor shall meet with the unit member and shall describe the nature of the complaint including specific examples of the time, place and type of action complained of, if known, at

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

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

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

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

J. A unit member or an administrator may request the presence of an observer at any formal evaluation meeting in accordance with Administrative Regulation 5.20.081(5).

K. 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 teacher shall not be based specifically on the issue of comparisons of such student performances.

L. A unit member having more than one supervisor shall not be subject to more than one evaluation cycle.

**ARTICLE 9
UNIT MEMBER RIGHTS AND JUST CAUSE**

A. No unit member shall be disciplined, reprimanded or reduced in compensation without just cause. Reprimands shall be made privately and not in the presence of students, parents, unit members or members of the community. Unit members who have completed three (3) full years of service and are not covered by the Fair Dismissal law shall not be dismissed without just cause.

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

C. This Article does not apply to dismissal, except as provided in paragraph D. below, or nonrenewal of teachers or special salary placements under Appendices B & C. However, employees subjected to nonrenewal or dismissal shall be afforded the procedural rights of due process. If a unit member 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.

D. In the event of dismissal from employment, a unit member having contract status may elect to appeal the dismissal to binding arbitration in accordance with Article 6D. of this Agreement or the Fair Dismissal Appeals Board, but not both. The unit member 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.

E. Whenever a unit member is directed to meet with an administrator or other representative of the District regarding a matter which could result in disciplinary action, termination, nonrenewal or layoff, the unit member shall be given prior written notice of the reasons for such meeting and the right to have a representative of the Association or legal counsel present to advise the unit member during the meeting. This section does not apply to a meeting where the sole reason for the meeting is to discuss re-assignment.

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

G. The District may direct a unit member to be examined by the unit member's physician if there exists substantive reasons which call into question a unit member's ability to perform assigned duties. The unit member shall be counseled as to the concern that has prompted the referral. The unit member shall provide the District a statement from his/her personal physician that confirms that the District's concern is being addressed, and that the unit member is able to perform assigned duties or is unable to continue at the present time. The unit member will not be required to release her/his private medical records.

If the unit member does not have a physician, or a substantive reason exists, the District may direct the unit member to be 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.

A unit member will 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.

H. Any suspension of a unit member pending charges shall be with pay.

I. Student Grades

Student grades issued by a teacher in accordance with District policies shall not be changed by a supervisor unless a substantive reason clearly exists. This Section shall not be interpreted to cause a

unit member(s) to assign grades in any manner which deviates from general district-wide practices. If an administrator changes a student grade such administrator will notify the teacher in writing of such change, and the reason(s) for such change.

J. Safety

A unit member shall have the right to refuse to expose himself/herself to immediate danger created by an unsafe working condition when such danger threatens substantial bodily injury or would be a significant health hazard to the unit member. The unit member shall give notice of the condition to his/her supervisor and shall be subject to assignment to another location or duty while the condition is being investigated and/or corrected. The District recognizes the responsibility to make every reasonable effort to enhance the security of buildings and grounds as may be required through the use of necessary lighting and other safety precautions. The District will make a good faith effort to post notice when non-routine cleaners, paints, sealants, and other chemicals are to be used at the worksite.

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

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

M. The District shall assure the continuation of a tobacco abatement program, through the Health and Welfare Trust, for unit members and their families.

**ARTICLE 10
UNIT MEMBER TRANSFERS**

A. Assignment Notices

Prior to the end of the school year, principals and other supervisors shall give written notice to unit members of their specific assignments for the subsequent school year. Affected employees shall be notified

in writing of any assignment changes that occur during the summer recess period.

B. Posting Procedures

1. As the District prepares to fill vacancies for the subsequent school year, a posting of such vacancies, including special assignments, shall be made at the Human Resources Department and at each worksite. Such vacancies shall be posted for a five-day period. Posting is not required for vacancies to be occupied by unassigned unit members, or to be occupied by other administrative transfers. The District will begin Round I no later than May 1 of each school year. If the District determines that Round I must be delayed, the Contract Administration Committee will convene no later than April 15 to discuss a revised schedule.
2. Postings will contain a description of the expected assignment, i.e., 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.
3. Unit members shall have five (5) working days from the date of initial posting to submit a transfer request form with respect to a posted vacancy. A posting of such vacancies shall be made at the Human Resources Department and at each worksite. Such vacancies shall be posted for a five-day period. Posting is not required for vacancies to be occupied by unassigned unit members, or to be occupied by other administrative transfers.
4. When written notice is received by a supervisor that a unit member 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.
5. Vacancies which first become known between the last workday of the previous standard school year and October 14 need not be posted at each worksite if the vacancy is to be filled during that period. They will be posted in Human Resources unless they occur within ten (10) days prior to the first workday of the new school year, however, the five-day posting requirement shall be waived after July 1st.
6. After July 1, unit members may make application for posted positions as they become available. Unit members who have

applied for positions prior to the closing date indicated on the posting will be given consideration as outlined in accordance with Section C.3. of this Article. Such positions shall be posted for a minimum of one (1) workday.

7. Positions previously posted for which there were no qualified internal applicants need not be posted again.

C. Filling of Vacancies

1. The following shall apply to the filling of vacancies which occur near the beginning of the school year:
 - a. Current unit members or newly hired unit members will be used to fill permanent positions that are vacant or new (except positions of unit members who are on leave) on or before the first workday.
 - b. Substitute teachers may be hired to fill all vacancies that occur after the first day of the school year prior to October 15.
 - c. After October 15, all such positions that are to continue for the remainder of the school year will be filled by:
 - (1) transferring a current unit member, or
 - (2) hiring the incumbent substitute as a temporary unit member retroactive to his/her first day in the assignment, or
 - (3) hiring a new temporary unit member.
2. Vacancies due to long-term absences of the incumbent unit member shall be filled as follows:
 - a. Those of sixty (60) days or less will be filled by substitute teachers.
 - b. Those of more than sixty (60) days will be filled as follows:
 - (1) If the length of the absence is not known at its beginning, the substitute will become a temporary unit member if retained beyond sixty (60) days. In such assignments, the temporary unit member may be released at a normal break in the school year to allow for continuity of instruction as the regular unit member prepares to return to the assignment.
 - (2) If a specific ending date beyond sixty (60) days is known at the beginning of the leave, a temporary unit member will be hired on the first day.
3. When filling positions from voluntary transfers and outside applicants, any of the following criteria may be used:

- a. That the applicants are properly licensed for the assignment, or
- b. That the selection would be consistent with District affirmative action or racial balance objectives, or
- c. That the individual selected has significantly greater experience, training or preparation for a specific assignment, or
- d. That the individual selected has greater experience and ability to perform the highest level of a high school extra duty assignment found in all District high schools.

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

D. Unit Member Initiated Transfer

1. Unit member initiated transfers are those in which a unit member requests a transfer from one building to another.
2. A unit member may initiate a transfer by making application for a posted vacancy.
3. A teacher of a self-contained special education classroom with three (3) consecutive years in the assignment who voluntarily transfers shall have the option to return to the assignment after one (1) school year providing the assignment continues. The teacher must specify his/her intent to return prior to the transfer. The replacements of those teachers wishing to return shall be in a temporary assignment.
4. A unit member who has served in a building assignment for five (5) or more years may volunteer to be placed on the unassigned list along with other unit members who are unassigned pursuant to 10.E.2. of this Article. Such volunteers shall be considered for transfer in Round II. If no mutually agreeable transfer occurs, they shall be continued in their present position.
5. Any contract or third-year probationary teacher may apply for a posted position. Any Child Development Specialist, Student Services Specialist, Social Worker, or Audiologist in at least their third year of employment may also apply for a posted position providing they meet the qualifications for the position. However, a Child Development Specialist, School Psychologist, Social Worker, Student Services Specialist, or Audiologist applying for a posted position must have previously been employed by the District as a third-year probationary or contract teacher.

6. Following the initial posting of vacancies for the subsequent school year (Round I), unassigned unit members and those returning from leaves of absence shall be placed (Round II) before additional postings are made.
7. A unit member making a timely transfer request shall be promptly notified when s/he is no longer under consideration. Unit members 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.
8. A part-time assignment which is identified as full-time for the subsequent school year may be filled by the incumbent unit member after Round II if mutually agreed by the unit member and the District, without posting.
9. Unit members on a Program of Assistance which will continue into the subsequent school year may request a transfer to a posted vacancy. However, if a transfer is approved, the Program of Assistance will continue in force, and the unit member 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.
10. Temporary unit members will be hired only to:
 - a. Replace a unit member on a leave of absence;
 - b. Fill a vacancy which occurs after the opening of school; or
 - c. Fill a position which has been designated as temporary or experimental. Such position designation shall not extend beyond two (2) school years.
11. Positions which are filled temporarily during the school year must be posted for the subsequent school year if the position continues, unless a position is to be occupied by someone returning from a leave of absence or to be occupied by an administrative transfer.
12. Two unit members may trade assignments by transferring when approved by the responsible administrators and the Human Resources Department.
13. A unit member who files a transfer request for a posted position shall be subject to assignment in the position unless the unit member notifies the supervisor by the end of the second day

following the interview that the unit member is no longer interested in the assignment.

E. Administration Initiated Transfers

1. When the administration is of the opinion that a unit member should be transferred, the situation shall be discussed with the unit member. All reasonably practicable efforts will be made to effect a suitable re-assignment fairly and objectively, including consideration of the unit member's preference. A unit member will be notified through consultation as soon as possible but at least seven (7) calendar days prior to the transfer date.
 - a. A teacher who is administratively transferred to a different worksite and assignment or to a different grade level at the elementary level during the summer break, exclusive of the traditional spring round of transfers, shall be provided one (1) planning day to prepare for the new assignment.
 - b. A teacher who is administratively transferred to a different worksite and assignment or to a different grade level at the elementary level after the workyear has begun, exclusive of the traditional spring round of transfers, shall be provided two (2) planning days to prepare for the new assignment.
 - c. A teacher who is assigned to a different grade level at the middle or high school or to a different room within a building after the work year has begun, shall be granted up to one (1) planning day to prepare for the new assignment.
 - d. Unit members other than teachers will discuss with their supervisor the revision of their schedule of activities to provide equivalent amounts of preparation time to that specified above. Unit members on special assignment are considered as administrative transfers and not subject to other provisions of this Section.
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 staff members. Such volunteers will be selected for transfer if they are from within the grade level(s) or subject matter area(s) where the positions are to be eliminated provided the volunteer(s) are not on an Evaluation Program of Assistance. In the absence of volunteers, the unit member having the least seniority in the District shall generally be transferred. It is understood for

purposes of this provision that Child Development Specialists, School Psychologists, Student Services Specialists, Social Workers, and Audiologists are to be treated as individual classifications rather than as a part of the building teaching staff. Exceptions to seniority may be made by the responsible administrator based only upon any of the following educational criteria with the understanding that reference to a unit member in (a), (b), (c), (d), and (e) refers to within a given job classification, such as Teacher, Social Worker, School Psychologist, Student Services Specialist, Child Development Specialist, and Audiologist:

- a. That a unit member(s) being retained has licensure for a specific existing assignment being considered, or
- b. That for gender balance transfer of a unit member would decrease the building's percentage of under-represented male or female unit members to less than thirty percent (30%) (or primary/intermediate/upper grades percentage in an elementary building) or that for racial balance if transfer of a unit member would decrease the building's percentage of minority teachers to less than the student minority percentage in the building or below the percentage of minority unit members in the District.
- c. That a unit member(s) being retained has significantly greater experience (understood to be three (3) years or more) and training related to an assignment or classification. Assignments mean more than one-half of the grade levels DK-K, K-3, 3-5, 6-8, SLC-A/Life Skills, SLC-B, ERC or subjects in a teaching assignment, assuming the teacher being retained had some experience teaching all subjects in the assignment.
- d. That a unit member(s) being retained has an extended responsibility assignment as defined in Appendix C which is an extension of a classroom subject taught (drama, forensics, music, yearbook, newspaper) or is a department chairperson, head teacher or unit leader, or is one of five (5) other (with no more than three (3) in athletics) extra duty positions designated by the building principal. Such designation shall be done at each high school prior to the time of the initial posting for the subject school year (Round I). A subsequent designation may be made in the event an employee 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.

- e. If a unit member has been administratively transferred under the provisions of 10.E.2. and a position for which the unit member is qualified at his or her original school or program becomes available, the unit member may be returned to that school under the provisions of 10.E.1. If such a position occurs while the unit member is unassigned, the unit member shall be returned to that school or program.
3. In the event of a merger of classes or programs from two (2) or more schools, the follow-the-student concept shall prevail. A merger causes a school to be comprised of at least forty percent (40%) of its students from the original school if two (2) schools are involved or thirty-three percent (33%) if three (3) schools are involved. In this case, unit members from merged schools or programs will be compared equally using the criteria described in E.2. above in filling all the positions in the school.
When classes or programs from two (2) or more schools are combined in one school, unit members 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 E.2. shall apply.
 4. After the initial posting (Round I) unit members identified to be administratively transferred and unit members returning from Leaves of Absence (Round II) will be placed first in vacancies for the subsequent school year unless:
 - a. They are not licensed for the position, or
 - b. That the assignment of a unit member would decrease the building's percentage of under-represented males or females to less than thirty percent (30%) (or primary/intermediate/upper-grade percentage in an elementary building), or
 - c. That for racial balance if an assignment of a unit member would decrease the building's percentage of minorities to less than the student minority percentage in the building or below the percentage of minority unit members in the District, or
 - d. The position includes an extended responsibility as defined in Appendix C which is an extension of a classroom subject taught or is a position for a department chairperson, head

teacher, or unit leader or is one of the five (5) (with no more than three (3) in athletics) extra duty positions which have been designated by the high school building principal as described in paragraph 2(d) of this Section E and which the applicant is not qualified to perform.

F. On occasion, the District may consider the transfer of a unit member for reasons other than those set forth in paragraph 10.E.2. above.

1. The following procedures shall apply when the reason for transfer is due to unresolvable differences between the unit member and the supervisor:

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

b. The Director of Student Achievement will get involved if it appears the transfer may not be agreed to or if there is need for his/her help in finding a placement. At a minimum, if the issue is not resolved between the supervisor and the unit member, the unit member is entitled to a meeting with the Director.

c. If after these discussions the District continues to feel that an involuntary transfer is necessary, and the unit member continues to refuse, a neutral third party professional, such as Cascade Centers, Inc., or other professional mutually acceptable by the District and Association, will be contracted by the District to meet with the parties with the goal of resolving the conflict, if possible. The neutral professional will assess whether or not the situation is correctable. The assessment will not be placed in the personnel file of the unit member, will not be used for any personnel decision other than the administrative decision, and will be treated confidentially. If the assessment is that the situation is not correctable with reasonable certainty in a reasonable period of time, the transfer proceeds. If the assessment is that the situation is correctable, the neutral professional will provide a statement of how the supervisor and the unit member can make correction. With cooperation of the unit member, the

supervisor will make a good faith effort to work out the problem including following the plan provided by the neutral professional. The District shall pay the expense of the neutral professional for up to six (6) hours. If the District and the Association mutually determine it would be necessary, additional hours will be made available.

d. By agreeing to participate in this counseling process, the unit member also agrees not to contest the decision through the use of the grievance process.

2. In other types of involuntary administrative transfers under paragraph 10.E.1., a unit member can appeal an unconsented-to administrative transfer to review by the Director of Student Achievement. The unit member will also be given opportunity to present his/her position to the Director of Human Resources who would have to approve the unconsented-to transfer before it can occur.

3. No unit member will be transferred for reasons that are arbitrary or capricious. An illustration of an arbitrary and capricious transfer would be one based on union activity. An illustration of an involuntary transfer decision which would not be arbitrary and capricious is a transfer due to a long-standing unresolvable conflict between a unit member and supervisor. The involuntary transfer could not occur for performance deficiencies that would be dealt with in an evaluation or program of assistance or for any other reason that would violate this contract.

4. Except for meetings with a mutual third party professional, unit members are entitled to have an Association representative present during any meeting with an administrator concerning this process. The unit member shall be given twenty-four (24) hours advance notice of any such meeting.

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

H. Job Sharing/Part-Time Work

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

member shall have the right to be considered for assignment to the position on a full-time basis.

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

ARTICLE 11 REDUCTION IN STAFF/LAYOFF

- A. In the event a layoff of members is required during the course of the school year, the District will notify the Association sixty (60) calendar days prior to the effective layoff date. If the layoff is to become effective the subsequent year, the District will notify the Association as soon as the layoff decision is made. Along with the notification, the District will provide the Association with a seniority listing of unit members in the areas of licensure or classification in which the layoff is required. The District will provide an announcement to unit members in those areas in which the layoff must occur, offering the opportunity for unit members who would not otherwise be laid off, to voluntarily apply for one (1) year unpaid leaves of absence. A unit member who volunteers for such leave and has ten (10) years of service with the District shall continue to receive District paid medical/dental benefits for up to one (1) year. Upon written request, such leave may be extended for an additional year providing the layoff condition remains in effect. Such unit members shall have the same rights to return to the District as unit members returning from leaves of absence.
- B. Members will be laid off according to length of continuous service with the District provided that those members who are retained hold necessary licensure from TSPC or necessary certification or licensure under other professional disciplines. Length of service (seniority) shall be based on the first day of actual service with the School District. Leaves shall not be considered as interruptions of continuous service. If two or more members have the same first date of actual service, seniority shall be determined by predetermined lot (done prior to the effective notice of layoff). Unit members of less than half-time shall not be used to supplant unit members who are half-time or more.
- C. The District may elect to retain a less senior member based upon a determination that the less senior member has greater competence.

Competence shall be defined as the ability to teach an "area of endorsement" or grade level based on recent teaching experience related to that "area of endorsement" or grade level within the last five years, but not based solely on being licensed to teach. Grade level shall mean the grade levels PK-8, or 6-12. For the purpose of this Article, Behavior Management Specialists, Student Services Specialists, Child Development Specialists, Social Workers, School Psychologists, Audiologists, Special Education, English as a Second Language, and Bilingual Programs will be considered as "areas of endorsement." For the purpose of this Article, a Bilingual Program is defined as a program where 50% or more of student instruction is in a language other than English.

Members who do not have recent experience in the "areas of endorsement" or grade level where they seek to be retained may nevertheless qualify as competent if they have completed recent (within the most recent five years) training or are willing to complete training applicable to that "area of endorsement" or grade level.

If the member asserts a right to be retained in a position(s) where he/she has not had recent training or experience as defined above, the District and member shall review the member's training and experience to that date and determine the course of training to be completed. The District will reimburse the member for tuition according to Article 15(B)(4) for any credit hours required by the District in this retraining plan; members may use their 12 hours of tuition reimbursement for a two-year period without limit in any one year for coursework required by the retraining plan. Such training will not exceed twelve (12) credit hours or District inservice credits within two (2) years from the date of notice. If the District and unit member mutually agree, mentoring or other educational opportunities may be substituted for all or part of the college or District inservice credit required. Consultation with officials from appropriate university and college training programs and the TSPC may be sought to resolve any disagreements. The District will provide final notification of the training or additional education requirements to be required and the timeline required, and the member will either accept the training as a condition of accepting the position or will decline and thus be laid off.

- D. Following the implementation of a layoff, the District may administratively transfer unit members in accordance with Article 10 who remain as necessary to meet staffing needs.
- E. Members who are laid off shall be recalled to positions they are licensed and have competence or will qualify as competent (as defined in Section B and C above) to fill when a vacancy occurs, in the order of most senior first. A member who has been laid off may refuse

one (1) job offer without loss of recall rights. The District's obligation to recall a unit member shall terminate following three (3) years of layoff status or upon two (2) refusals by a unit member to accept a position offered by the District or if the unit member resigns. Such unit members 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 date of termination. If a unit member is recalled, the unit member must indicate his or her acceptance within five (5) days following receipt of the notice of recall and must report for work within thirty (30) days, up to sixty (60) days if the employer does not release such employee or sixty (60) days if employed by another District, following receipt of such notice or be considered to have refused the position and, in doing so, shall relinquish any and all rights under this Agreement and shall be deemed as having resigned their employment with the District. A unit member 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.

F. The District will continue providing medical benefits to unit members who are laid off for a period of three (3) months following the month in which their coverage would otherwise end. The laid off unit member may then continue medical benefits at their own expense in accordance with the provisions established by the Health and Welfare Trust.

G. No member position in the District shall be considered "vacant" for purposes of ORS 342.845(5) if filling the position with a non-extended administrator would cause another unit member to be laid off, or if there is a unit member on the recall list who would otherwise be entitled to be recalled to that position.

H. Probationary periods will be the same for all new hires.

I. **Technology**

If during the term of this Agreement unit member 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.

**ARTICLE 12
UNIT MEMBER AUTHORITY AND PROTECTION**

A. Sources of Materials

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

1. Oregon Statutes on Discipline, Attendance and Exclusion of Students, Chapter 339 Oregon Revised Statutes.
2. Current Disciplinary Procedures in the Portland Public Schools.
3. All administrative directives which are for the general knowledge of unit members. In addition, the volumes entitled "Policies and Regulations" shall be maintained at each building. It is recognized that there may be normal delays between the time of adoptions and delivery of such materials to the building.
4. The District shall supply and maintain materials in current adoptions. All unit members shall have access to a copy machine and an adequate amount of paper to meet the required needs of instruction.
5. Unit members shall not be required to reimburse the District for lost keys. Unit members will not be responsible for re-keying District facilities. Unit members shall be responsible for safeguarding keys in accordance with District regulations.
6. Commencing in the 2000-2001 school year each member of the bargaining unit will receive seventy-five dollars (\$75) per school year to purchase materials. This stipend is in addition to those materials and supplies that are normally budgeted by the District.

B. Personal Injury Benefits and Property Loss

1. Any case of assault upon a unit member while acting within the scope of his/her duties shall be promptly reported in writing to the immediate supervisor who shall forward a copy to the appropriate Central Office Administrator for investigation and resolution.
2. The District shall reimburse unit members for loss of or damage to personal property excluding the unit member's automobile under the following circumstances:
 - a. When the loss is a result of any assault on the unit member's person suffered during the course of employment.
 - b. Property stolen or damaged by the use of forcible entry on a locked container.

- c. Loss of the unit member's work related equipment when the use of that equipment has been approved in writing by the principal/supervisor providing that the equipment was stored in a locked container when otherwise not in use.

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

Reimbursement shall be at replacement cost (not exceeding actual cost) less any insurance or worker's compensation reimbursement. Reimbursement shall not be made for losses of less than Five Dollars (\$5.00) or that portion in excess of Four Hundred Dollars (\$400) and shall not be made when carelessness or negligence on the part of the unit member was evident.

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

C. Student Discipline

1. The principal, supervisor or professional staff designee with input from the staff shall include the following minimum procedures in developing a written student discipline plan. Such procedures will exist in each building or program. The process must be in conformance with District policies and regulations.
 - a. Use by the unit member of individual independent in-class expectations, rules, and plans for student management, in conformance with the building's discipline plan.
 - b. That a unit member may remove a student from class who is disrupting the educational program in a manner requiring immediate action by the unit member, or who has exhibited a pattern of disruptive behavior, and send the student to a location designated by the principal.
 - c. That the principal, supervisor or his/her designee shall, at the unit member's request, confer with the unit member without disrupting the unit member's classes. Such conference generally shall take place prior to returning the student to class unless the principal, supervisor or his/her professional designee is not available, in which case the conference shall take place when the principal, supervisor or professional designee becomes available.
 - d. That a procedure will exist for handling students removed from class when the principal, supervisor or professional designee is out of the building and, therefore, not available for a conference required by the unit member. Such

procedure shall provide that only professional personnel shall have a decision making role in the handling of such students.

- e. That if unacceptable student behavior continues, at either's request, the principal, or supervisor, and the unit member will develop and implement a mutually acceptable behavior correction plan involving, as appropriate, the principal, supervisor, unit member, student and parent(s) and other resource staff. The plan could include, but would not be limited to, behavior contracts, special education referral, involvement of appropriate community agencies, use of time-out rooms or other activities. The plan shall include the specific areas of concern to be addressed, a timeline for completion, and the responsibilities of the student, unit member, administrator and others.
- f. If the plan does not result in a change in the disruptive behavior, the administrator in conference with the unit member will take additional steps as may be appropriate which are consistent with and guided by the Students' Rights and Responsibilities Handbook.
- g. An allegation that a student has committed assault or battery upon a unit member shall result in the removal of the student from the responsibility of the unit member pending administrative investigation of the incident. The administrator shall exercise appropriate progressive discipline as set forth above. If the investigation shows battery did occur and the unit member so recommends, the student will not be returned to the affected unit member's responsibility.
- h. In accordance with the Students' Rights and Responsibilities Handbook, any student who has been involved in a violation of state or federal law regarding weapons at school will be immediately suspended pending administrative investigation. If the investigation confirms that the student was in violation of state or federal law regarding weapons at school, the student shall be reported to the appropriate law enforcement agency. The student shall be expelled from school for a period of not less than one calendar year. The Superintendent may modify the disciplinary consequences on a case by case basis.
- i. Student behavioral records shall be accessible to the receiving unit member. School officials will set up procedures so that information about students with records

of violence including weapon violations will be available, in accordance with the law, to members who "need to know" as a result of an assignment to teach or supervise the student.

- j. Any student found to have committed assault or battery upon a unit member shall be immediately subject to appropriate discipline in accordance with the Students' Rights and Responsibilities Handbook. However, there shall be a minimum of five (5) days suspension for a threat (assault) and mandatory expulsion for the remainder of the year for battery.

The Superintendent may modify the disciplinary consequences on a case-by-case basis.

- k. Any student making a serious or menacing threat of harm to the person, property or family members of a unit member shall be immediately subject to appropriate discipline in accordance with the Students' Rights and Responsibilities Handbook.
2. The building discipline procedure shall be reviewed by the staff by June 1st. The staff's suggested changes shall be carefully reviewed by the principal. If the changes are rejected it shall be only for substantial reasons including staffing and funding. Printed copies of these specific building procedures shall be distributed to parents and building staff members by the end of the second student week of each year and will be filed in the appropriate Central Office.
- D. The District shall provide a legal defense and indemnification to unit members arising out of tort claims for any alleged act or omission occurring in the performance of the unit member's duty in accordance with, but subject to, the limitations provided in ORS 30.285 and 30.287. Unit members shall cooperate with the Board and counsel in connection therewith as provided in ORS 30.287(2).
 - E. Each unit member may request access to a phone in a private area during the time they are on duty, and a good faith effort will be made to provide such access.
 - F. Unit members shall have access to a computer as may be necessary to carry out their responsibilities.

ARTICLE 13 DUES AND PAYROLL DEDUCTIONS

A. Fair Share Agreement

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

B. Dues

1. Any unit member who is a member of the Association or who has applied for membership, may sign and deliver personally and through the Association to the Superintendent an assignment authorizing deductions of membership, dues in the United Education Profession (i.e., PAT-OEA-NEA). Such authorization shall continue in effect from year to year, unless revoked in writing as hereinafter provided. Pursuant to such authorization, the District shall deduct one-twelfth of such dues from the first regular salary check of the unit member each month for twelve (12) months, beginning September and ending August of each year. However, the Association may change the date for deductions to begin by notifying the District by June 1 of the year in which the change is to occur. The Association may not change the date again during the life of the Agreement once this option is exercised. Deductions for unit members who join the Association after the commencement of the school year shall be appropriately prorated so that payments will be completed by the following August. In the case of unit members who have elected to receive their annual compensation in ten (10) equal monthly payments, the dues deduction shall be made monthly of one-tenth of such dues.
2. Withdrawing the payroll deduction for such dues may be accomplished by writing a letter to the Office of the Association

and to the Office of the Superintendent and delivered prior to the first day of October of any year. Letters received prior to October 1 shall be effective October 1 of the same year. Otherwise they shall be effective October of the ensuing year.

3. The Association covenants and warrants that its present Bylaws provide for and agrees to indemnify, defend and hold the District harmless for the foregoing fair share deductions and dues deductions authorizations and withdrawals procedures. In the event the District invokes this paragraph, then the Association will provide the attorney and the parties will fully cooperate in any litigation. In the event the District wishes to use its own attorney, then the District will pay the cost of said attorney. The aforementioned Bylaws make such authorizations irrevocable except as stated in Paragraph 2. In the event of any amendment to such Bylaws lessening the restrictions on withdrawal, the Association will give the Office of the Superintendent written notice thereof prior to the tenth day of any month for which such amendment permits withdrawal of authorizations. In the event of such notice, the District may permit such withdrawal on the basis of such new provisions.
4. A computer printout of employees on Association dues deductions and Fair Share fees shall be sent to the Association, together with the remittance due the United Education Profession (i.e., PAT-OEA-NEA), within five (5) working days, following the end of the calendar month in which the payroll check has been issued, including a listing of all additions and deletions to the membership list from the previous month. The Association agrees promptly to advise the Superintendent of all members of the Association in good standing from time to time, and to furnish any other information needed by the Superintendent to fulfill the provisions of this Article, and not otherwise readily available to the District. The District shall complete reasonable Association forms and submit them monthly with the remittance to the Association.

C. Other Payroll Deductions

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

Savings Bonds

Fixed or Variable Tax Deferred Annuity Plans

School District No. 1 Health & Welfare Trust Premiums
Credit Union
Approved Charitable Organizations
NFIE

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

2. The District, upon appropriate authorization of the unit member, shall deduct from the salary of the unit member and make proper remittance for any other plans or programs jointly approved by the Association and the Board.
- D. Unit members' payroll checks shall itemize all sources of pay, payroll deductions, accumulated sick leave and retirement contributions.

ARTICLE 14 INSURANCE PROTECTION

A. Health and Welfare Trust

1. The District and the Association agree to continue participation in the School District No. 1 Health and Welfare Trust per the Trust Agreement as adopted November 9, 1972, and any amendments thereto.
2. Subject to the qualifications stated below, for September through August of each school year the District shall contribute to the Trust any of the costs for full-time unit members, dependents, and domestic partners (as defined in a Memorandum of Understanding cited in Appendix G) participating in any medical/hospitalization, dental, disability or group term life insurance plan of the Trust. The cost 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. As used in this Paragraph 2, the words "through August" refer to the payment made by the District in early August, even though the unit member contributions remitted by the District for such payment may have been deducted from July payroll checks. Before such payment per month, as indicated above, is required with respect to a unit member, the Trustees shall certify to the District that the unit member (himself or herself) has such medical/

hospitalization coverage (1) through the Trust, or (2) from other coverage which is substantially equal to or greater than that provided by the Trust. A full contribution shall be made by the District for unit members having a work schedule of seventy-five percent (75%) or more of a full-time unit member. The District shall make a fifty percent (50%) contribution for unit members having a work schedule of between fifty percent (50%) and seventy-five percent (75%) of a full-time unit member.

3. The District shall contribute to the Trust the cost of medical/hospitalization plan for unit members who: (a) elect early retirement on or after June 30, 1998, and are eligible to retire under the Public Employees Retirement System (PERS); (b) have completed at least fifteen (15) years of service with the District; (c) are at least sixty (60) years of age, but not yet eligible for Medicare; and (d) are eligible under such plan then offered by the Trust. The District shall pay one-half (1/2) of the cost for the spouse/or domestic partner of the retiree enrolled in the Plan. The list of benefits in existence on the date of execution of this Agreement shall be maintained by the District for the full term of this Agreement. Self-pay for such cost shall be available for qualified early retirees exercising this option to age sixty (60). This provision shall also apply, for up to five (5) years or until eligible for Medicare, whichever comes first, for unit members who become unable to work because of disability as determined by PERS, or the Disability Insurance Program provided by the Health and Welfare Trust. A qualifying retiree below age sixty (60) must maintain their coverage in order to be eligible for District contributions to commence at age sixty (60). An employee below age sixty (60), however, may elect to have District contributions commence upon retirement, but the District shall then cease its contributions at the end of sixty (60) months. Such employee may continue to maintain his/her coverage on a self-pay basis until age sixty-five (65).
4. The District shall make a contribution to the Health and Welfare Trust in accordance with Paragraph 2 of this Section for two (2) months following the end of the standard work year, as defined in Article 21, Section B., for full-time unit members and part-time unit members who work at least half-time if the unit members worked during the entire standard work year. Such contributions shall not be required for any unit member who did not work during the entire preceding standard work year or who worked on less than a half-time basis during that year.

5. Unit members 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. Winter, spring and summer recess periods will not count as time not worked.

B. Liability Insurance

The District shall provide, on a fully paid basis, bodily injury, liability and property damage insurance coverage, to the limits carried by the District for the use of automobiles owned, leased or hired by a unit member while in the normal course of his/her duties as an employee of the District. This coverage shall apply only as excess insurance over and above other valid and collectible liability insurance carried by the unit member. The District may require as a condition to this coverage that before the vehicle is used on District business, the unit member provide a license of insurance showing that he or she has at least the minimum amount of insurance required to license a vehicle in the State of Oregon. The District will reimburse the unit member for any deductible cost the unit member is required to pay, as a result of an on-duty accident, not to exceed Two Hundred Fifty Dollars (\$250). Reimbursement will not be made if the unit member is convicted of or admits to driving under the influence of intoxicants or with a suspended license.

C. Professional Association Insurance Program

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

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

**ARTICLE 15
PROFESSIONAL GROWTH; INSERVICE CLASSES**

A. Salary Increments

1. Plus hours beyond degree salary increments (e.g. initial placement on a column of the salary schedule at the time of employment) must be based on coursework at accredited colleges or universities. At such time that the State of Oregon requires completion of a "5th year" program for licensure, new teachers shall be given credit for the hours required following the

Bachelor's degree for completion of a "5th year" program up to a maximum of forty-five (45) quarter hours. Currently employed teachers, 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. Vocational unit members may receive credit for technical coursework taken at a community college. Such courses shall be relevant to the unit member's field of preparation and to service as a unit member in this District.

2. In order to receive a salary adjustment retroactive to the beginning of the current school year, a unit member must, by October 31st, provide the Personnel Department with proof of completion of coursework. Adjustments based upon proof received after October 31st will be made effective the second month following the month received.
3. The guidelines for Professional Growth/Inservice shall be revised by the District and the Association and distributed to unit members.

B. Continuing Education Obligations

1. The District shall not require adherence to the portions of Board Policy 5306 that require six (6) credits for every four (4) years.
2. It is recognized that there may be inservice offerings for which attendance outside the normal professional work day described in Article 21 may be required by the District. In such cases, teachers shall be paid for attendance at the unit member's regular hourly rate under the salary schedule.
3. 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, inservice training sessions, or other such sessions in which attendance is required by the District.
4. The District shall reimburse probationary and permanent teachers, including social workers and child development specialists, 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 course or related to the unit member's assignment. Evidence of a passing grade is required. Reimbursement shall not be made for books, lab fees, I.D. cards, gym fees, food, housing,

transportation, supplies or other tuition expenses. Unit members will be reimbursed within sixty (60) days of submitting proof of satisfactory completion of the course. A unit member receiving reimbursement must remain employed with the District for at least one (1) semester following reimbursement.

5. Reimbursement shall also be made for the fee charged a teacher who takes and passes the National Teacher Examination to obtain a specialty area endorsement. This amount shall be within the tuition cost as stated in paragraph 4 above.
- C. The District shall provide unit members with related core instructional materials and an opportunity for inservice before requiring implementation of new adoptions, programs or curricula.
 - D. The District shall pay, either through reimbursement to the unit member or direct payment to the appropriate agencies, for the cost of fingerprinting for licensure/certification renewal.

ARTICLE 16 PROFESSIONAL IMPROVEMENT

- A. The Board and the Association support the principle of continuing training for unit members, participation by unit members in professional organizations in the areas of their specializations, and leaves for work on advanced degrees or special studies, foreign travel, and participation in community education projects.
- B. The Board agrees to annually budget a fund to pay the expenses of unit members who work half-time (.5) or more to attend professional conferences, and for the cost of fees charged by agencies for fingerprinting and the accompanying criminal check required by TSPC or the ODE. The amount of the fund shall be determined as follows:
 - (1) Multiply the number of unit members based on the November ending payroll, who work half-time (.5) or more, times the Portland State University tuition cost for two 3-hour graduate classes (currently \$688.50). The amount shall be adjusted annually to reflect the fall term PSU tuition rate;
 - (2) Subtract the actual cost of the previous fiscal year's tuition reimbursement which was made in accordance with Article 15.B.4. of this Agreement;
 - (3) Multiply the remainder by two-tenths (.2). The result shall be the amount available for professional improvement during the following fiscal year.

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

- C. The conference to be attended may be selected by the unit member subject to approval by the principal, or when applicable, the supervisor or other authorized representative of the Superintendent. Transportation, meals, lodging, and registration shall be deemed appropriate expenses. A unit member attending such conferences and meetings shall be granted sufficient leave time to attend without loss of compensation. The approval shall designate what portion, if any, of such leave time shall be charged against professional leave. Unit members will, upon request, submit a written report regarding such conferences. Insofar as reasonably practicable, the fund shall be allocated to classroom teachers in proportion to their numbers in the teaching staff. Unit members are eligible for advances on professional improvement funds when necessary documentation is presented. If an advance is not requested, unit members will be reimbursed within thirty (30) days of submitting complete and accurate documentation of expenses.
- D. Sixty percent (60%) of the funds shall be appropriated and made available during the first semester, the remaining forty percent (40%) is to be made available on the first day of the second semester.
- E. The cost of substitutes made necessary by attendance at conferences for which expenses are paid from the fund shall be borne by the District and shall not be charged against the fund.
- F. An annual report of the use and distribution of these funds will be available in the District and a copy of each completed request and response will be sent to the Association. The report shall list the total number of applications made, the number granted, and the amount of monies requested and the amount granted. This shall be broken down by elementary, secondary and miscellaneous groupings as described below. This report should be available by May 15 of each year.
- G. The Guidelines for use of the Professional Improvement Fund shall be revised by the District and the Association and distributed to unit members. Under this Agreement, the following suggested guidelines shall be implemented:
 - 1. Eighty percent (80%) of the funds each year shall be made available to unit members assigned to specific school buildings, prorated based on the number of unit members;
 - 2. Twenty percent (20%) will be available to unit members not assigned to specific school buildings but to district programs;

- 3. Of the proportion going to unit members in specific district buildings, two-thirds (2/3) will be available to elementary teachers (Pre-K-8) and one-third (1/3) to high school teachers (9-12);
- 4. Funds will be allocated based upon seniority of the unit members who make application. A unit member who receives funds will rotate to the bottom of the eligibility list and will not again receive funds until other applicants have done so, except that a Professional Improvement Fund grant of less than One Hundred Dollars (\$100) will not cause a unit member to be placed at the bottom of the eligibility list;
- 5. Out-of-state trips (\$850 limit) will be available to unit members only once every three (3) years;
- 6. Applications must be processed within one (1) week of being submitted by the unit member; and
- 7. These funds will not be available to temporary teachers.

H. Successful Schools Program

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

The District will not attempt to pressure, coerce or direct a unit member in making this decision, nor will the unit member suffer any adverse consequences based on the decision.
- 2. A unit member's choice to use a reward under the Successful Schools Program for professional development or tuition reimbursement will not reduce the professional development or tuition reimbursement money or other benefits available under this Agreement.
- 3. When the Successful Schools Program grant terminates, the unit member will be under no obligation to continue the grant activities.
- 4. If Portland Public Schools expands the Successful Schools Program, such programs would use dollars from non-general fund sources. If the criteria for such programs differ from (SB 880 [1-3]) the District will consult with the Association.

ARTICLE 17
PROFESSIONAL INVOLVEMENT/SCHOOL IMPROVEMENT
COUNCILS

A. Purpose

The District and the Association agree to establish a process for involving bargaining unit members in enhancing the quality and effectiveness of education for the purpose of improving student knowledge, skills and attitudes. The District and the Association agree to come into compliance with the school site council requirements of HB 2991 through a phased-in process that will take into consideration options experienced in the pilot efforts currently underway.

B. Council Participation

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

C. Council Roles and Responsibilities

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

D. Implementation of Decisions

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

E. Meetings

When school site council meetings are held, business will be conducted by those members present. Until the promised state funding for the implementation of HB 3565 is made available to the School District, council meetings will be held within the bounds of the school workday and workweek. The parties agree to process waiver

requests for this Section submitted by school site councils for consideration at contract administration.

F. 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.

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

H. The mentor language in response to House Bill 2020 is added as Appendix E.

ARTICLE 18
LEAVES

Charges must be made to the appropriate leave category. Paid and unpaid leaves for unit members set forth in this Article are intended to be used only when necessary.

A. PAID LEAVES

1. Sick Leave

Accumulation

a. Unit members 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 unit members on the first school day of the fall semester. Unit members who begin service after the beginning of the school year shall receive one (1) day of sick leave for each payroll month remaining in the school year with all such days being credited on the unit members' first day of employment.

A unit member who uses his/her annual sick leave accrual and subsequently resigns, for reasons other than illness or retirement, prior to completing the work year shall be obligated to refund the District an amount equal to one (1) day sick leave for each month not worked. The District shall deduct such amount from any final pay due the unit member.

b. Unit members 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.

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

- d. A unit member who has accumulated sick leave during employment in another Oregon school district shall be entitled to transfer any accumulated sick leave from such district, upon proper verification. The transfer of sick leave accumulated with another Oregon district shall be effective when the unit member has completed thirty (30) working days in the District.
- e. When a unit member 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.
- f. Unit members 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.

Utilization

- g. Unit members 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.
- h. A unit member assigned to work 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.
- i. Unit members on any extended leave (more than one (1) month) will not be charged with days of sick leave or paid for days of illness during such leave, except when an illness or injury is the factor which entitled the unit member to the leave in question.
- j. A unit member may charge against his/her accumulated sick leave for up to twelve (12) weeks following the birth or adoption of a child. If accumulated sick leave has been exhausted, the unit member may use unpaid leave for part or all of the twelve (12) week period.
- k. A unit member'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.
- l. The District will establish a sick leave bank of eight hundred (800) hours per year for use by members who have exhausted their accumulated sick leave. Use of this leave

shall only be for the disability of the unit member. The Association can solicit voluntary contributions up to twelve hundred (1200) hours per year. Use of the sick leave bank will be monitored through the contract administration process.

2. Family Illness Leave

Unit members shall receive up to three (3) days family illness leave per school year with pay in case of illness of a member of the unit member's immediate family. In the event emergency conditions arise, an extension of family leave shall be determined upon individual merit by the Superintendent. "Immediate Family" shall be interpreted to mean spouse, children, parents, brothers, sisters, mother-in-law, father-in-law, grandparents, grandchildren or other persons who regularly live in the home of the unit member. Inherent in use of this leave is that care or attention by the unit member is needed. Unit members who commence employment after the end of the first semester shall be entitled to one and one-half (1-1/2) days of family illness leave. After utilizing the available days for family illness leave, the unit member may charge against his/her accumulated sick leave when additional time is needed to provide care for a member of the unit member's immediate family.

3. Injury on Duty

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

4. Absence Due to Quarantine

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

B. OTHER PAID LEAVES

1. Funeral Leave

Unit members shall be granted funeral leave with pay as follows:

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

2. Personal Leave

Each unit member shall be entitled to three (3) days leave without loss of pay for personal business. Except in cases of emergency, the request for such leave shall be made one (1) week in advance in writing. It is expected use of such leave will be limited to situations which the unit members cannot address at times other than during the workday. Unit members may use this leave for religious observances when attendance is mandatory during the workday. This leave shall not be used for vacation or recreational purposes. Unused personal leave shall not accumulate for use in another school year. Unit members who commence employment after the end of the first semester shall be entitled to one (1) day of personal leave.

3. Mandatory Court Appearances

When a unit member is required to appear as a witness in court, the Superintendent's Office will authorize such absence without loss of pay. If the unit member receives a witness fee, such fees shall be turned in to the Business Office. In cases where the unit member is a party to the action, his/her absence will be personal leave without pay or, at the unit members' election, leave days provided in B.2. may be used therefor. A unit member required to

appear in court as a party with the District shall be released without loss of pay.

4. Jury Duty

Unit members subpoenaed for jury duty shall be excused for that purpose without loss of pay provided that, when the unit member receives his/her jury fee, said fee shall be sent to the Business Office. On days when the unit member is excused from jury duty s/he will report to their work assignment provided they are able to do so before the end of the lunch period.

5. Professional Leave

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

- (1) Visitation to view instruction techniques or exemplary programs.
- (2) Conventions, conferences, workshops or seminars related to the unit member's assignment with the District.

b. The unit member shall inform his/her supervisor by submitting a leave request at least one (1) week in advance.

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

d. Participation by a unit member in activities on the statewide inservice day shall not be counted against professional leave days.

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

6. NCATE/TSPC Leave

Unit members who serve on NCATE or TSPC evaluation/accreditation teams or consortia or who are appointed to serve non-paid on education related state agencies shall be released without loss of pay. The District shall provide substitutes for such unit members.

C. UNPAID LEAVES

1. Personal Leave

Unit members shall be entitled to three (3) days 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.

2. Child Care Leave

a. A child care leave (maternity, paternity or adoption) shall be granted for any period up to one (1) year. Other child care leave may be granted for up to one (1) year. A unit member requesting such leave shall give at least thirty (30) days written notice except in extenuating circumstances. This leave may, upon request, be extended up to an additional year. The provisions of ORS 342.840 shall apply to probationary teachers. This leave provision shall not apply to temporary unit members.

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

3. Exchange and Other Teaching Leaves

A leave of absence of up to two (2) years may be granted to a contract teacher or other unit member who has completed three (3) consecutive years of service with the District, upon application, for the purpose of participating in:

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

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

4. Unpaid Study Leave

A leave of absence of up to two (2) years may be granted to a contract teacher or other unit member who has completed three (3) consecutive years of service with the District, upon application for the purpose of engaging in study reasonably related to his/her professional responsibilities, at an accredited college or university. The unit member must maintain a minimum

of twelve (12) quarter or semester hours each term while on leave.

5. Study Leave

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

a. Requirements and Procedures for Study Leaves

(1) General Requirements and Procedures

- 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 unit member 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. Unit members requesting study leaves of absence must submit with the application for such leave a current health form provided by the district for this purpose, properly filled out and signed by a duly licensed physician attesting to the unit member's 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.

b. Study Leave Committee

- (1) The Study Leave Committee shall be comprised of one (1) administrator appointed by the Superintendent and six (6) unit members appointed by the Association for three (3) year terms, with two such members being appointed each year. The chairperson of the committee shall be selected from among the six unit members on the committee. In addition, a representative from the Human Resources Department shall be designated as ex-officio member of the committee and shall serve as custodian of all applications for leaves and shall keep appropriate records of committee action.
- (2) The Study Leave Committee will have responsibility for the administration of the study leave program for unit members as follows:
 - a. It shall make selections for study leaves.
 - b. 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.
 - c. The Study Leave Committee will receive and consider requests for reconsideration from applicants previously denied leaves by the Study Leave Committee.

c. Selection Criteria

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

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

- (4) Length of service in the District.

d. Status While on Leave

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

e. Status Upon Returning from Study Leave

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

6. Military Leave

- a. Military leave of absence, including participation in the reserves, shall be granted to any unit member who shall be

inducted or shall enlist for military duty in any branch of the armed forces of the United States.

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

7. Association Leave

- a. A leave of absence for up to four (4) years for the President of the Association and up to two (2) years for a second position shall be granted to a contract teacher or other unit member who has completed three (3) consecutive years of service with the District upon application by the Association for the purpose of serving as an officer of the Association or on its staff. The District shall continue to pay such unit member(s) and provide benefits in the normal manner, but will be reimbursed by the Association for the cost of salary and fringe benefits. Upon return from such leave a unit member shall be placed on the salary schedule as if s/he had been working each year of the leave.
- b. The Board and the Association are concerned about the frequent absences of teachers to attend to matters of their association or organization. The Association agrees to consider carefully each request for release time for unit members. Although leaves for short terms without loss of pay may be granted upon recommendation of the Office of the Superintendent, the District will not pay for substitutes to cover classes while members are away from their classes on business of the Association. The Association shall pay the cost of such substitutes upon receipt of billing from the District Business Office.

8. Political Leave

A leave of absence for up to two (2) years with up to an additional two (2) years upon request shall be granted to any contract teacher or other unit member who has completed three (3) consecutive years of service with the District, upon application, for the purpose of campaigning for, or serving in, public office.

9. Other Leaves

- a. When the schools and school offices are officially closed by the Superintendent, all unit members will be paid in accordance with the law.
- b. Unit members who are assigned to tasks outside their regular responsibilities shall not have this time charged to any leave category.

- c. The District, at its discretion, may extend leaves or grant other leaves requested by unit members.

D. MISCELLANEOUS PROVISIONS

1. Return from Leave

- a. A unit member taking a leave for up to one (1) school year may return to his/her previous position unless the position has been discontinued. Unit members taking leaves for more than one (1) school year may be subject to reassignment. A unit member taking a leave for more than one (1) school year may return to his/her previous position upon approval of the District.
- b. A unit member wishing to return from an unpaid leave of absence shall so notify the Human Resources Department as required by the District. A unit member returning from an unpaid leave due to disability shall, upon request, submit a written statement from a qualified physician attesting to the unit member's ability to resume his/her duties.
- c. A unit member shall be returned to employment on the first workday, during the regular school year, following the expiration date as set forth in the Board action approving the unit member's leave. A unit member returning from an unpaid exchange or other leave, or unpaid leave of less than one-half (1/2) of the school year, or a paid leave shall be placed on the salary schedule as if s/he had been teaching during said leave. A unit member returning from any other form of unpaid leave (more than one-half (1/2) of the school year) shall be paid at the next step on the current salary schedule above the one occupied during the last full work year prior to commencement of the leave; provided that, should the unit member return in the same school year in which the leave commenced, the unit member shall be placed on the salary step held at the beginning of the leave.
- d. All accumulated unused sick leave, and credits toward study leave eligibility and all other accrued benefits at the time a unit member commences a leave of one (1) or more months duration shall be restored upon return to work.

2. Leave Applications

All applications for and grants of extensions or renewals of leave shall be in writing.

3. When mutually agreed by the unit member and the District, a contract full-time teacher or other full-time unit member with three (3) consecutive years of service may be placed on a half-time leave of absence for the balance of the school year or the subsequent school year.

ARTICLE 19 MILEAGE

A. Eligibility

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

B. Reimbursement

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

ARTICLE 20 WORKDAY/WORK YEAR/SCHOOL CALENDAR

A. Workday

1. The standard workday for teachers shall be seven and one-half (7-1/2) hours.
2. The workday for teachers in the building shall begin fifteen (15) minutes before the student day or a morning preparation period and shall end fifteen (15) minutes after the last regular student period or an afternoon preparation period. No teachers shall be required to report prior to 8:00 a.m. or remain later than 4:00 p.m., except that the morning beginning time can be adjusted to 7:45 a.m. because of staggered bus schedules. For program reasons the afternoon ending time can be adjusted to 5:00 p.m. for a few teachers in a building providing that volunteers will be solicited whenever possible. The two above exceptions will not extend the number of hours in a teacher workday.

3. The student day and teacher workday in high schools shall not exceed the practice in each respective building during 1992-93 school year unless it is necessary to do so in order to be in compliance with the State's standard on student contact time.
4. The student day in buildings other than high schools shall not exceed six (6) hours, thirty (30) minutes provided, however, that in buildings where the student day was less than six (6) hours, thirty (30) minutes during the 1997-98 school year, it may not be increased more than fifteen (15) minutes a day in any one (1) year of this Agreement. The teacher workday in schools covered by this paragraph, including preparation periods, shall not exceed seven and one-half (7-1/2) hours a day.
5. The workday of a teacher who works in more than one (1) building or is assigned outside the District shall not exceed the workday specified in paragraphs 1 and 2 above and shall be covered by planning time and other provisions of this Article. An adequate amount of travel time shall be allowed for unit members who must change worksites during the workday.
6. All unit members who work two-thirds (2/3) or more shall have a minimum of thirty (30) continuous minutes of duty-free lunch. Passing time during which a unit member has direct responsibility for students shall not be part of the thirty (30) minutes duty-free lunch. Teachers who leave the school site during such period will notify the school office.
7. The workday for part-time unit members shall be stated as a percentage of full-time. The workday and work load shall generally be proportional to that of a full-time unit member.
8. Unit member workdays shall only be Monday through Friday.
9. Teachers who work two-thirds (2/3) or more who directly provide instructional services to students shall be provided planning time during the workday as follows:
 - a. High Schools and Middle Schools: Not less than the equivalent of one (1) standard class period per day.
 - b. Elementary Schools and Other Schools: Forty (40) continuous minutes per day except on meeting days at which time the planning time shall be twenty-five (25) minutes.
10. Unit members may be required to attend meetings or training sessions for up to two (2) hours beyond the workday on Mondays or Tuesdays, but not both. This provision will apply to child development specialists, social workers, school psychologists, audiologists and student services specialists only

if it falls within their workday/workweek provisions as set out in paragraph A.13.

11. Teachers 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.
12. Teacher participation in up to three (3) evening school events per school year may be required. However, principals will make a reasonable effort to see that teachers are not required to attend more than two (2) evening events a year. Evening meetings shall generally last no more than two (2) hours and end by 9:00 p.m. on Monday through Thursday. A two-week written notice shall be provided to affected teachers. In addition, the District may have one (1) parent conference in the evening and will continue the current practice of allowing one (1) afternoon of compensatory time for the evening parent conference. This provision does not apply to Social Workers, Child Development Specialists, School Psychologists, Audiologists and Student Services Specialists.
13. The workday for Child Development Specialists, Social Workers, School Psychologists, Audiologists and Student Services Specialists shall be eight (8) hours, including a minimum of thirty (30) continuous minutes for duty-free lunch. The daily work schedules shall allow for a fifteen (15) minute rest period in the a.m. and p.m. The work year shall be the same as that for teachers. With administrative approval, employees 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 8-hour workday and 40-hour work week. The practices in existence during 1988-89 for scheduling the workday for school psychologists, social workers, child development specialists, audiologists and student services specialists will continue throughout the duration of this Agreement.
14. Every effort will be made to employ substitute teachers to cover classes of absent teachers; and, unit members shall not be required to substitute for other unit members except in true emergency situations. Teachers may request up to two (2) substitutes.
15. Each unit member will be compensated for up to four (4) hours at the unit member's hourly rate for disassembling and reassembling materials for remodeling/painting in the unit member's classroom, or the employee may have a half (1/2) day substitute at his/her option.

16. Unit members will have a minimum of two (2) full working days to prepare grades/progress reports at the end of each grading period.
17. Unit members will be responsible for no more than four (4) progress/grade reports per year, except a mid-term report may be necessary when a student is in danger of failing or her/his behavior or achievement shows a significant decline.

B. WORK YEAR

1. The standard work year for unit members shall be 190 days consisting of 177 instructional days, 7 planning days and 6 paid holidays. The traditional state-wide inservice day shall no longer be part of the 190-day work year. The District may designate one of the planning days for staff development. A minimum of two (2) planning days shall be scheduled prior to the first student day in the fall. One-half (1/2) of one of these planning days may be used by the administrator for meetings with unit members. There shall be one (1) planning day scheduled at the end of each quarterly grading period. On planning days other than those held prior to the beginning of the student year, a meeting not to exceed one (1) hour may be held. When two (2) such planning days are consecutive, a meeting not to exceed two (2) hours may be held on each of the two (2) days. 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. To receive pay for a paid holiday, a unit member must work (or be on paid leave) on the workday immediately preceding or following the holiday. If the first day of work for the newly hired unit member is immediately following the holiday the unit member will not receive pay for the holiday. The District will notify all schools and departments that no activities are to be scheduled by the District for P.A.T. representatives on the Monday preceding the beginning of the work year.
2. Unit members who agree to work beyond the 190-day work year shall be paid a daily rate of pay computed at 1/190 of their annual basic salary. Unit members who work less than the 190-day work year shall have their salary adjusted downward using the same daily rate of pay formula.
3. Beginning in 1999-2000, in addition to contractually provided planning days, special education unit members assigned to conference with parents and write IEP's shall be provided three (3) days of released time, per year, for that purpose. A special education unit member 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.

4. Beginning in 1999-2000, unit members who are required to conference regarding IEP's shall have a substitute provided to allow for such meetings to occur within the workday. If a unit member volunteers to attend such conference outside of the workday such member shall be compensated at his/her per diem hourly rate.
5. Beginning in 1999-2000, unit members who are required to write student plans other than IEP's, including Gifted Student plans or 504 plans, shall be provided at the member's option either release time or compensation at his/her per diem hourly rate. One hour will be allotted per each student plan.

C. SCHOOL CALENDAR

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 Board retains the right and authority to change the days on which school shall be held and make other adjustments to the school calendar. No change in this calendar shall result in any reduction of the annual salary provided for teachers by this Agreement or in increasing the aggregate number of workdays without the consent of the Association.
2. Paid extended responsibility assignments, paid extra duty assignments, and voluntary attendance at inservice classes are excluded from this Article and are covered by Appendices B & C.
3. The building principal shall ensure that arrangements are made for restroom breaks for unit members.
4. Unit members and the Association will not be involved in any form of illegal work stoppage, boycott, or picketing concerning the District. Legally sanctioned activities authorized by ORS 243.726 or during reopened negotiations provided for in this Agreement are permissible. The District is not required to pay unit members during any work stoppage.

D. WORK LOAD

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

ARTICLE 21 PROFESSIONAL COMPENSATION

A. RETIREMENT CONTRIBUTIONS ASSUMED

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

B. SALARY SCHEDULES

1. **Index.** The salary schedule index is set forth in Appendix A-1.
2. **1998-1999.** Appendix A-2 sets forth the basic annual salaries for the 1998-1999 school year and for "year-round" school programs.
3. **1999-2000.** Appendix A-3 sets forth the basic annual salaries for the 1999-2000 school year and for "year-round" school programs.
4. **For 2000-2001,** the B.A. Step 1 (Base Salary) shall be increased by an amount equal to the increase in the Consumer Price Index, Portland All Urban Consumers (CPI-U, Portland) for the period January, 1999, over January, 2000 for the 2000-2001 schedule provided that two (2) percent shall be the minimum increase and three (3) percent shall be the maximum increase to the base salary. The salary schedule index (Appendix A-1) shall then be applied to the new base salary to determine the 2000-2001 salary schedule.
5. **For 2001-2002,** the B.A. Step 1 (Base Salary) shall be increased by an amount equal to the increase in the Consumer Price Index,

Portland All Urban Consumers (CPI-U, Portland) for the period January, 2000, over January, 2001 for the 2001-2002 schedule provided that two (2) percent shall be the minimum increase and three (3) percent shall be the maximum increase to the base salary. The salary schedule index (Appendix A-1) shall then be applied to the new base salary to determine the 2001-2002 salary schedule.

C. EXPERIENCE CREDIT

1. Advancement by reason of change in educational status shall be in accordance with the article on Professional Growth. Annual salary increments shall be granted July 1 for any professional employment after that date. A unit member who works half-time or more shall be entitled to an increment if s/he works fifty percent (50%) or more of his/her work year. Regularly credited sick or other paid leave for which unit members receive full or partial pay shall count as days worked.
2. Newly hired temporary or probationary teachers who have previous teaching experience where the responsibility was similar to that of teachers 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 teaching (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 teaching that is half-time or more but less than full-time (minimum of one hundred thirty-five (135) days within the school year).

Verification of teaching experience will be made by the Human Resources Department.

3. Central Staff Professional Librarians, Central Office, 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.
4. Any unit member who resigns shall, upon reemployment, be placed on the salary schedule on the same basis as a new hire, except that, if the unit member 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 Board that the resignation be rescinded.

5. Kindergarten or nursery school teaching experience shall be granted if the teaching was done in a standard school administered by the public school system, or in a private school accredited or approved under state laws of standardization.
6. 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.
7. Credit for a sabbatical leave of absence for study during previous employment with this District shall be allowed as experience, subject to the 135 days school year criterion. No credit for leaves of absence from a school district outside of Portland will be allowed as experience.
8. Salary adjustments on the basis of experience will be made only after official verification, and shall become effective during the payroll period in which approved and the year in which approved and the year in which the adjustment occurs. Such salary adjustments will not be retroactive, except that experience verified within sixty (60) days of the start of employment shall be retroactive to the first day of employment.
9. It shall be the policy to verify previous experience by an official statement from the appropriate school district, agency or county official. In the event that records have been destroyed, a notarized statement from two (2) responsible citizens, other than relatives, having knowledge of the unit member's experience, may be accepted.
10. A teacher assigned to a vocational teaching position shall be granted salary credit for a related vocational experience on the following basis:
 - a. Non-degreed teacher applicants shall be eligible for placement on the "BA" column of the teachers' salary schedule provided they have four (4) years of verifiable work experience in an occupational field related to the teaching assignment. They shall receive one (1) salary step for each year of experience in excess of four (4) years but not to exceed ten (10) years of credit. Eight (8) months of experience in a 12-month period shall be considered to be one (1) year of experience.
 - b. Degreed teachers 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.

11. Teachers of distributive education classes must verify two (2) years of sales or sales-related experience in order to qualify for their teaching licenses. Two (2) years of teaching experience for salary purposes shall be granted on this basis, subject to the eight-month rule.
12.
 - a. School psychologists' placement and progression shall be on the MA+45/BA+105 column of the teachers' salary schedule with one (1) step for each full year of experience as a full-time school psychologist and one (1) step for each year of experience as a teacher, counselor, clinical psychologist or similar occupation.
 - b. Speech and language pathologists' placement and progression shall be on the MA+45/BA+105 column of the teachers' salary schedule with one (1) step for each full year of experience as a full-time teacher or speech and language pathologist and one (1) step for each two (2) years of experience as a part-time teacher or speech and language pathologist with part-time meaning at least half time.
13. In the case of social workers, plus hour credit shall be given for course work taken following obtaining a Master of Social Work degree (MSW). For newly employed social workers, one (1) year of experience credit shall be given for each full year of experience as a social worker with a 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.
14. In the case of child development specialists, behavior management specialists and student service specialists, placement on the salary schedule 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 similar occupation.
 - b. Credit will be given for relevant course work beyond a Bachelor Degree taken after initial employment in a position similar to that as a social worker, teacher, counselor, child development specialist, behavior management specialist,

student service specialist or similar occupation. Credit will be given for Master's degree.

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

E. Payroll Checks

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

F. STUDENT TEACHERS

Student teachers or observers shall be placed with the District teachers who have agreed to the placement. The District will request

that the college or university advise the teachers of the type and amount of honorarium to be paid at the time the teachers are asked to be a supervising teacher.

**ARTICLE 22
RETIREMENT ALLOWANCES; SEVERANCE PAY**

- A. For net severance pay, credits accrued on and between July, 1971, to June 30, 1974, teachers shall be entitled payments upon termination of employment to the extent they would have been entitled thereto had the severance pay plans provided for in the 1971 Professional Agreement and the 1973 Professional Agreement remained in operation in accordance with their terms and to the extent that such credits are not hereafter eliminated by the use of sick leave days under circumstances which would eliminate the severance pay credit where the plan continued in operation.
- B. Except as provided in Section A, the severance pay plan previously in effect shall not operate after June 30, 1974.
- C. 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 unit member of the District whose retirement is first effective on or after July 1, 1973.
- D. The District shall provide an early retirement incentive to unit members of half-time or more who elect early retirement. The amount in 1998-1999 shall be four hundred seventy-five dollars (\$475). The amount in 1999-2000 shall be four hundred sixty-five dollars (\$465). The amount in 2000-2001 shall be four hundred fifty dollars (\$450). The amount in 2001-2002 shall be four hundred twenty-five dollars (\$425). To qualify, unit members must meet the following criteria:
 - 1. they must be eligible to retire under the Oregon Public Employees Retirement System, and
 - 2. they must have fifteen (15) years of consecutive service with the District in a position that is covered by the bargaining unit. The fifteen (15) years of consecutive service may include up to two (2) years leave of absence.

Such payments shall extend for sixty (60) months or until the unit member reaches age sixty-two (62), whichever is first. A unit member may elect to prorate the total amount of incentive payment the unit member is to receive over the number of months between the month

the unit member retires and the month in which the unit member reaches age sixty-two (62). A unit member must give written notice of retirement no later than sixty (60) days prior to the effective date. In the event of a reduction in force as described in Article 11, the fifteen (15) years of service requirement will be reduced to ten (10) for unit members within the categories from which staff reduction must occur. Upon death of a unit member receiving the early retiree incentive, the remaining payments will be made to the surviving spouse or estate of the retiree.

**ARTICLE 23
DURATION**

This Agreement shall become effective the day following its ratification by the Association and the Board of Education and shall continue through June 30, 2002, except that matters of compensation shall be effective retroactive to July 1, 1998. 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.