7-1-1979

Multnomah County, Oregon School District No. 1 and Portland Association of Teachers, Oregon Education Association, National Education Association (1979)

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Multnomah County, Oregon School District No. 1 and Portland Association of Teachers, Oregon Education Association, National Education Association (1979)

Location
Multnomah Co., OR

Effective Date
7-1-1979

Expiration Date
6-30-1981

Number of Workers
3000

Employer
School District No. 1, Multnomah County, Oregon

Union
Portland Association of Teachers

NAICS
61

Sector
Local government

Item ID
6178-008b184f004_01

Keywords
collective labor agreements, collective bargaining agreements, labor contracts, labor unions, United States Department of Labor, Bureau of Labor Statistics

Comments
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AGREEMENT

between Portland Association of Teachers
and School District No.1, Multnomah County,
Oregon

1979-81
# AGREEMENT

Between

PORTLAND ASSOCIATION OF TEACHERS

And

SCHOOL DISTRICT NO. 1
MULTNOMAH COUNTY, OREGON

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PROFESSIONAL AGREEMENT BETWEEN
THE PORTLAND ASSOCIATION OF
TEACHERS

AND

SCHOOL DISTRICT NO. 1
MULTNOMAH COUNTY, OREGON

THIS AGREEMENT ENTERED INTO THIS 10TH
DAY OF SEPTEMBER, 1979, BY AND BETWEEN
THE PORTLAND ASSOCIATION OF TEACHERS
HEREINAFTER CALLED THE "ASSOCIATION",
AFFILIATED WITH THE OREGON EDUCATION
ASSOCIATION, HEREINAFTER CALLED THE
"OEA", AND THE NATIONAL EDUCATION
ASSOCIATION, HEREINAFTER CALLED THE
"NEA", AND SCHOOL DISTRICT NO. 1,
MULTNOMAH COUNTY, OREGON HEREIN-
AFTER 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 of Agreement

A. The Board recognizes the Association as the sole and exclusive collective bargaining representative for all certificated teaching personnel employed or to be employed by the District in positions for which a teaching certificate is required by state law or regulation. Such recognition includes those assignments specified in Appendixes B and C of this Agreement. Such representation excludes the Superintendent and the Central Office Administrative Staff, Area Superintendents and their Administrative Staffs, Principals, Vice-Principals, Administrative Assistants and persons ordinarily engaged at least 50% of the time in administration, supervision or evaluation of teacher personnel. This Section does not contain a recognition of the Association with respect to substitute teachers but does not preclude such recognition in the future.

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 this Agreement by both parties, the Board agrees to print sufficient copies of this Agreement for all employed teachers and agrees to deliver those copies to the Association for distribution to all teachers.

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. Therefore, except as otherwise expressly provided for in this Agreement, the Board and the Association agree that the other shall not be obligated to negotiate or bargain collectively with respect to any subject or matter.

E. 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 teachers 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 and Privileges

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, audio-visual equipment, provided the same are not otherwise in use; post notices of activities and matters of Association concern on teacher bulletin boards, at least one of which shall be provided in each school building; and use the District mail service and teacher mail boxes for communications. The Association shall pay for the reasonable cost of all materials, supplies and special services required beyond 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 and communications 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 have Association brief announcements as a scheduled item on the agenda of any faculty meeting.

D. 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 investigate a grievance or to attend a grievance meeting or hearing during a school day, he/she 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 any of the above-mentioned personnel in the grievance procedure necessitate the employment of a substitute, the Association shall assume the responsibility for payment of the substitute's salary. Any teacher whose appearance is required as a witness in such investigations, meetings or hearings, shall be accorded the same right.

E. Faculty Representatives Meetings

The Association may call general meetings of its faculty 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 which the Superintendent considers involves an excessively heavy demand on the availability
of substitutes. One hour release time per week without pay to no more than one faculty representative within a building shall be allowed during student hours at a regularly scheduled time established by the principal, provided the principal in his/her discretion, determines that a regular teacher or administrator within the building is available to teach the class.

F. Building Committees

Any general standing faculty-administration committee at the building level shall include the Association faculty representative or his/her designee as a member, provided that the representative or his/her designee shall not participate in discussions relative to instruction or curriculum. The representative or his/her designee may participate in discussions involving bargainable subjects covered by this Agreement.

G. Orientation Programs

The Association shall be provided time on the agenda of all general orientation programs for new teachers. The Association's involvement in orientation programs shall not be utilized for direct membership solicitation or to promote collective bargaining proposals not contained in this Agreement.

H. School Board Meetings

The Association shall be provided time on the agenda of each regular Board meeting, the length thereof to be 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 presentation, the subject matter thereof and any specific action to be requested from the Board or administration at that meeting. Neither matters of salaries or fringe benefits nor any other matters then directly involved in the collective bargaining process shall be presented under the authority of this Section. Prior to the commencement of each meeting the Association shall be provided a copy of the Book entitled "Agenda of Board of Education"; provided, however,
the District may exclude any items or documents from the book it deems to be confidential.

Article 3
Management Rights

Subject to the express terms of this Agreement, the Board and its designees shall retain control and direction over all areas of discretion or policy, including the functions and programs of the District, its standards of services and education, its overall budget, utilization of technology, its organizational structure, the selection and direction of its personnel, the use of its facilities, and all matters of inherent managerial policy delegated to the Board under the laws of the State of Oregon.

Article 4
Negotiation Procedure

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. If Section A of Article 13 (Fair Share Agreement) becomes effective, release time without pay shall be allowed to a maximum of five (5) Association representatives for such bargaining meetings. Otherwise, release time with pay shall be allowed such number.

D. Up to two (2) representative(s) representing the Association may be released from teaching responsibilities for full time, but without pay from the District.

E. The parties agree to enter into collective bargaining over a successor agreement no later than 180 calendar days prior to the expiration of this Agreement. Any agreement so negotiated shall be reduced to writing after ratification by the parties.
Article 5
Administration of Agreement

A. Administration Meetings
1. Meetings between designated representatives of the District and the Association may be held monthly for the purpose of reviewing specific problems relating to this Agreement. Such meetings are not intended to bypass the grievance procedure and shall not constitute an invitation to continuously renegotiate the provisions of this Agreement.
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. If Section A of Article 13 (Fair Share Agreement) becomes effective, release time without pay shall be provided to a maximum of three (3) Association representatives for attendance at such meetings. Otherwise, release time with pay shall be allowed such number.

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 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. Faculty Representatives
The Association shall appoint at least one teacher in each school building as faculty representative. If more than one teacher is so appointed, one shall be designated by the Association as responsible for meeting with the principal, at least once each school month, at the request of either party, for the purpose of reviewing the
administration of the contract as it pertains to that building and of resolving problems thereunder which may arise. Whenever a provision of this Agreement refers to an Association faculty representative, the principal may recognize such designee as the faculty representative for purposes of such provision. Meetings between the principal and faculty representative are not intended to bypass the grievance procedure.

**Article 6**

**Grievance Procedure**

**SECTION 1 - Definitions, Time Limitation 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 or more teachers that the District has violated provisions of this Agreement, provided the conduct complained of directly affects the teacher(s).

   "Association grievance" is defined as a complaint by the Association that the District has violated provisions of this Agreement.

No grievance shall be subject to the grievance procedure to the extent that it includes (a) any matter as to which the Board has no authority to act; (b) claimed violations of laws, rules or regulations imposed upon the District by higher authority; (c) any matter within the exclusive jurisdiction of the Employment Relations Board; (d) dismissal or nonrenewal; (e) correctness of evaluation; or (f) as to Level IV, claims of discrimination based upon age, race, religion, color, sex, or national origin.

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 the 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
aggrieved’s first knowledge thereof.

3. “Day” is defined as a working school day. During the summer recesses, a “day” is defined as any calendar day except Saturdays, Sundays and legal holidays.

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

5. The District may provide a separate grievance procedure 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 2 - LEVELS AND STEPS

LEVEL I - Immediate Supervisor

Step 1
An employee grievance or an Association grievance affecting teacher(s) at a single building shall be raised by the filing of an informal written complaint at the office of the teacher’s supervisor. Within seven (7) days the grievance shall be discussed by the supervisor and the teacher and, if desired by the teacher, a person approved by the Association.

Step 2
In the event no settlement occurs at Step 1, either the teacher or the Association shall file with the teacher’s supervisor, within seven (7) days of the meeting, a formal written appeal which shall set forth the material required by Section 3, paragraph 6. Within seven (7) days of receipt thereof the supervisor shall file a written response with the Association, which shall set forth the reasons for the decision.

Step 3
In the event no settlement occurs at Step 2, either the teacher or the Association shall file with the Area Superintendent, within seven (7) days of receipt of the response a written appeal which shall specify the portions of the 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.

LEVEL II - Area Superintendent

An Association grievance affecting teachers at more than one building within an area shall be initiated in an informal writing by the Association at this level. A formal writing in accordance with Section 3, paragraph 6 shall be filed within seven (7) additional days.

Step 1
A hearing involving the participants shall be held within seven (7) days of receipt of the formal grievance at a mutually agreeable time and place.

Step 2
Within seven (7) days of the hearing the Area Superintendent shall notify the Association of the decision in writing and the reasons therefor.

Step 3
In the event no settlement occurs at Step 2, the Association shall file with the Superintendent, within seven (7) days of the receipt of the response, a written appeal which shall set forth the portions of the response which are in disagreement and the manner in which each portion is in error.

LEVEL III - Superintendent and the Board

An Association grievance affecting teachers in more than one Area or the Association itself shall be initiated at this level by an informal writing. A formal writing in accordance with Section 3, paragraph 6 shall be filed within seven (7) additional days. A hearing on the grievance shall be held within seven (7) days of the receipt of the formal grievance. The Superintendent may assign his designee to hear the case.

No additional hearing on the appeal of a Level II grievance shall be held, except by mutual consent. However, a meeting between the Association and the District shall be held to discuss the matter within seven (7) days after receipt of the appeal.

Within seven (7) days after the next regular Board
meeting following a Level III hearing or meeting, a written response, with the reasons therefor, shall be delivered to the complaining party; provided, however, if the meeting or hearing is held within seven (7) days of a regularly scheduled Board meeting, a District response may be delayed until seven (7) days following the next regularly scheduled Board meeting.

Reasons not relied upon and presented at this level by either party to a grievance filed at or appealed to Level III are waived and shall not be raised or considered at Level IV. In the event the Superintendent or the Board modifies a Level I or Level II decision, the appeal to Level IV must address itself to the Level III decision only.

"Reasons" at this level shall include the Agreement provisions directly applicable. For the aggrieved they shall also include the specific factual contentions and for the District they shall include the specific findings as to the correctness of the aggrieved's factual contention.

LEVEL IV - Arbitration

No employee grievance shall be processed to this level without the express written approval of the Association.

Step 1

Within seven (7) days of the date of hand delivery or within ten (10) days of mailing (by certified mail, return receipt requested) of a final Level III response or decision, the Association or District may request a list of five arbitrators from the Oregon State Conciliation Service who are members of the American Arbitration Association Labor Panel and who reside within the State of Oregon. A copy of the request shall simultaneously be filed with the opposing party. Each party shall then alternately strike one name from the list supplied until one name remains and that person shall be the arbitrator. In the alternative, the parties may jointly agree upon any person to serve as arbitrator.
Step 2
The arbitrator shall issue a decision within twenty (20) days of the close of hearing or submission of briefs, whichever occurs later. The arbitrator’s decision shall be in writing and shall set forth findings of fact, reasoning and conclusions. Subject to paragraph 22 of Section 3 thereof, the decision of the arbitrator shall be final and binding, so long as it is authorized by this grievance procedure or within the scope of the issues jointly submitted by the parties’ representatives and it is based on substantial evidence and not contrary to the legal meaning of this Agreement.

SECTION 3 - (a) General Procedures
1. Parties present; representation. A teacher may be represented at any level by any person except an officer or official representative of an employee organization other than the teachers’ statutory representative. A teacher who elects to be represented by a person not approved by the Association shall be responsible for any resulting costs, and the Association shall not be responsible for representation of such employee in any way regarding that grievance. The employee shall be required to sign a waiver of any such obligation of the Association. Absent such waiver, representation must be approved by the Association. A teacher who files a grievance (a) must be present at Level I, Step 1 and Level IV and may be present at all subsequent steps and (b), if present at any step, may require the presence of the administrator whose action is the subject of the grievance.

2. Time Extensions. Time extensions shall be consented to in writing and shall be with the mutual consent of the aggrieved or the aggrieved’s representative and the District.

3. 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 opposing party 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.

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

5. Limitation of Remedies. Except as otherwise
provided by law, this grievance procedure shall
constitute the exclusive remedy of teachers and the
Association.

6. 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 1811), a short
statement of the facts giving rise to the violation and the
relief sought.

7. Minutes. Except at Level I, Step 1, appropriate
minutes shall be kept at District expense of proceedings
at all levels of this procedure. 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 and the District if both
request this service. If only the District requests such
additional service, it shall bear the cost and, if only the
aggrieved requests such service, the Association shall
pay the cost thereof.

8. Separate Files. All documents, communications
and records dealing with the processing of a grievance
shall be filed in a separate grievance file which shall
constitute a "personnel file" within the meaning of the
confidentiality provisions of ORS 342.850 and shall not
be open for inspection by other than the staff of the
Office of Personnel Services in the absence of the
specific approval of the Superintendent or the teacher.

9. Individual Adjustment. Any "aggrieved" may
have the grievance adjusted (including the dismissal
thereof) without the intervention of the Association if:

a. The adjustment is not inconsistent with the terms
of this Agreement and;

b. The Association has been given an opportunity to be present at the adjustment.

10. **Forms.** Forms for filing grievances, serving notices, taking appeals, making reports and recommendations and other necessary documents shall be prepared jointly by the administration and the Association and given appropriate distribution so as to facilitate operation of the grievance procedure.

11. **Privacy.** Except as otherwise provided by law or by agreement of the parties, meetings and hearings under this procedure shall not be conducted in public but may include the aggrieved, the involved administrator, the representatives of the aggrieved and such administrator, the witnesses while testifying and any advisor to the presiding officer.

(b) Arbitration Procedures

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

13. **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 or witnesses during the testimony of other witnesses.

14. **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.

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

16. **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.

17. Waiver of Oral Hearings. The parties may provide by written agreement for the waiver of oral hearings.

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

19. Order of Proceedings. The arbitrator may, at his/her discretion, vary the normal procedure under which the initiating party first presents the claim, 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 specific time agreed upon by the parties in writing, the matter may not be reopened unless both parties agree upon the extension of such time limit.

20. Serving of Notices. Each party shall be deemed to have consented and shall consent that any papers, notices or process 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 on 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 Office of Personnel Services or the Office of the Association as applicable.

21. 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.

22. Arbitrability; Review of Arbitration Decision.

The arbitrator shall first hear and rule in writing on questions of procedural or substantive arbitrability; provided, however, that the Employment Relations Board shall have ultimate authority (subject to judicial review as provided by law) to finally resolve all questions of arbitrability after the decision of the arbitrator is received. The arbitrator's decision on arbitrability is not binding on the District to the extent that a de novo trial and determination on the evidence (and without any deference to the arbitration process or decision) would be contrary to that decision. Further, if the District's contention of substantive nonarbitrability is based on the listed exclusions from Section 1 of the grievance procedure or on express limitations or disclaimers as to arbitration appearing in this Agreement, this paragraph shall not be construed to increase the obligations of the District to participate in the arbitration process beyond those which would exist in the absence of this paragraph.

23. 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 disqualifications. 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.

24. 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 the arbitration must give notice thereof to the other party and 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 five (5) 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 wages, hours and employment relations, the District agrees to follow a policy of not discriminating against any teacher on the basis of race, color, national origin, ancestry, sex, age, weight, height, marital status, religion, lawful off-duty political activity or associations, membership or nonmembership in the Association, or the fact that the teacher's residence is outside the District. However, this provision shall not be construed to prevent the following:

1. District participation in programs conducted in an effort to increase economic opportunities for minority groups.

2. Distinctions resulting from a bona fide occupational requirement reasonably necessary to the normal operation of the District, including, but not limited to, distinctions due to the physical requirements of the employment, lack of adequate facilities to accommodate both sexes, or special environmental conditions justifying the same or relevant educational or experience requirements.

3. Retirement requirements authorized by law.

4. Consequences of District policies pertaining to assignment of spouses both employed by the District if one is an administrative or supervisory employee. It is the intention of the parties that the interpretation given to this Article shall be consistent with the proper interpretation of the provisions of the Oregon Fair Employment Practices Law contained in ORS 659.028 and 659.030, insofar as they deal with the same subjects.
of discrimination; provided that the burden of establishing any discrimination covered by this Article and the lack of reasonable necessity for distinctions shall be on the one claiming discrimination.

B. Academic Freedom
The District shall maintain a written academic freedom policy and shall publish it annually in the Teachers' Handbook. No change in the policies and regulations presently published at Policy Book 6101a to 6104b shall be effective until published in such handbook or a supplement thereto. Prior to changing said policies and regulations the District shall give at least one month's advance written notice to the District Educators Council and in the event that within said period the Council makes a written recommendation with respect thereto any change shall be deferred at least two weeks from the date of receipt of such recommendations. This provision does not:

1. Authorize arbitration concerning what the District policies or regulations on academic freedom should be or whether they have been violated; violations may be processed through Level III of the grievance procedure.

2. Limit the time of changes in curriculum, instructional objectives or the like (as for example, adoption of policies on multi-ethnic education and instructional techniques with respect thereto).

Article 8
Teacher Evaluation

A. The performance of all teachers shall be evaluated in writing. Probationary teachers shall be evaluated at least two (2) times during the school year: No later than December 6 and February 1, except that the December 6 date may be varied for "year-round" schools. In the event that a "shall not recommend reelection" evaluation is received on the February 1 evaluation, the teacher and/or administrator may request and have conducted an additional evaluation. Tenure teachers shall be evaluated at least once every other year, and the
evaluation report should be submitted by March 1 of the year of evaluation. Written forms setting forth criteria to be utilized in evaluating teachers shall be distributed to the teachers involved prior to being utilized in the evaluation process by an evaluating administrator. The District and the Association shall commence consultation by January 1, 1980, on the development of an evaluation process intended to comply with the requirements of Chapter 598, Oregon Laws 1979 (Senate Bill 354).

B. Should a deficiency be noted in an evaluation, this deficiency must be spoken to in the subsequent evaluation.

C. A copy of the written evaluation shall be submitted to the teacher at the time of personal conference or within ten (10) days thereafter; one copy is to be signed and returned to the administration, the other is to be retained by the teacher. In the event that the teacher feels that the evaluation was incomplete or unjust, he/she may put his/her objections in writing and have them attached to the evaluation report, to be placed in his/her personnel file with a copy to the Area Superintendent. In the event the teacher desires to have further relief from such report he/she shall utilize the grievance procedures described elsewhere in this Agreement within ten (10) days of such report. Grounds for modification or withdrawal shall be that the portion of the evaluation grieved was materially produced or affected by (1) a procedural error of failing to follow the procedures provided in this Agreement, or (2) arbitrariness or capriciousness, or (3) bad faith, or (4) a violation of the law. A grievance proceeding will not result in a requirement that the evaluation be modified or withdrawn if all that is shown is a good faith difference in professional opinion as to its correctness.

D. In the event the District retains any record of a complaint against a teacher for a period of seven (7) working days, whether in a principal's personal file, the teacher's personnel file or anywhere else, the teacher
shall be notified of the existence of the complaint no later than seven (7) additional working days. A conference between the teacher and the teacher's supervisor shall promptly be held to discuss the complaint. The teacher may request that a representative be present. In the event the teacher is dissatisfied with the result of the conference, the teacher may request review through the Office of the Superintendent in writing within seven (7) working days after the date of the conference. The teacher shall attach a complete statement of position to the request. Review shall be by the Superintendent or his designee. No additional conference shall be held at that level unless the teacher's representative was not permitted at the principal's conference, in which case the teacher and the representative may require a conference with them at the Area or District level. Thereafter: (1) In the event any record of complaint is retained, which shall be in the personnel file, the teacher shall be entitled to have the statement of position attached to it; and, (2) If the complaint is not retained or is found without basis after investigation, the District shall communicate such finding to the teacher in writing. Nothing herein shall require the violation of a confidence of a parent or student during the conference or review. If, however, the complaint is used in any manner to support actual or recommended discipline, reduction in rank or compensation, nonrenewal or dismissal, such record shall be placed in the personnel file and the complainant's name, if known, shall be disclosed if the teacher so requests. "Complaint" means a nonsupervisory third party complaint.

E. Each teacher shall have the right, upon request, to review the contents of his/her own personnel file exclusive of materials received prior to the date of employment by this District. A representative of the Association may (1) at the teacher's request accompany the teacher in this review, or (2) be authorized by the teacher in writing to review the file. The parties express
their view that it is generally preferable personnel practice that notice be furnished the teacher when material derogatory to the teacher is placed in the personnel file. Each teacher's personnel file subject to such review shall contain the following minimum items of information:

- All teacher evaluation reports
- Transcript of academic records
- Tenure recommendation

Copies of annual contracts of the teacher shall be available for inspection by the teacher in the office of the Clerk. The teacher may respond to any item placed in such personnel file and said response shall become a part of said file.

**Article 9**

**Just Cause**

A. 1. No teacher shall be disciplined, reprimanded or reduced in rank or compensation without just cause.

2. The parties express their view that it is usually preferable personnel practice that official reprimands be made privately and not in the presence of students, parents, teachers or members of the community. Exceptions to the preferable practice shall not be used for harassment.

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

4. This Article does not apply to the dismissal of probationary or temporary teachers or the nonrenewal of probationary teachers' contracts or temporary teachers' employment or special salary placement under Appendixes B and C.

B. Whenever a teacher is directed to appear before an Area Superintendent, the Superintendent, a member of his staff, or the Board or a member thereof, for the purpose of informing the teacher of a matter which
could result in the termination or nonrenewal of the teacher's employment, the teacher shall be given prior written notice of the reasons for such meeting and of the right to have a representative of the Association or legal counsel present to advise the teacher during such meeting.

This provision does not apply to the consequences of reduction of staff, reassignment, change of program or abolition of position or to duties for which there are special salary placements under Appendixes B or C.

C. Any suspension of a teacher pending charges shall be with pay.

Article 10
Teacher Transfers

A. Types of Transfers
1. Teacher initiated transfers are those in which a teacher requests a transfer from one building to another.
2. Administration initiated transfers are those in which a teacher is transferred, on the initiation of the administration.

B. Procedures
1. a. As the District prepares to fill anticipated vacancies, excluding vacancies in temporary positions and replacements for personnel on leaves, intended to be filled the subsequent school year or for the beginning of the second semester become known to the Department of Personnel Services, a posting of such vacancies shall be made at the Personnel Office and at each school. Such posting shall be updated each month for any additional anticipated vacancies to be filled for such times. The posting requirements at each school shall not apply to anticipated vacancies which first become known to the Department of Personnel Services between July 1 and October 14, if they are also to be filled during such period.
   b. A teacher shall have five (5) working days from the date of initial posting to submit a transfer request form with respect to a posted vacancy.

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c. A vacancy shall occur as of the date when the current occupant no longer occupies the position and the position is continuing or when a new position is created by the District.

2. Timely requests for transfer filed after the posting shall, and other requests for transfer may, be considered by the District prior to making a firm commitment for filling the anticipated vacancy. As to teachers making a timely request, notice shall be given promptly when he or she is no longer under consideration.

C. Teacher Initiated Transfers

A teacher requesting transfer:

1. May secure a copy of the transfer request form from the building office or the personnel office.

2. May arrange an appointment with the Office of Personnel Services to discuss the completed “Request for Transfer Form”.

D. Administration Initiated Transfers

1. When the administration is of the opinion that a teacher should be transferred, the situation shall be discussed with the teacher. All reasonably practicable efforts will be made to effect a suitable reassignment fairly and objectively. If an emergency situation should arise, a teacher will be given notification through consultation at least seven (7) calendar days prior to the transfer date.

2. In the event that a tax base or levy failure, declining enrollment, or change in funding results in reduction of teacher staff in a building, such reduction shall be made in accordance with a procedure which, with respect to the program requirements determined by the District, will consider personnel for transfer with consideration being given to the following: (not a priority listing)

Length of service
Areas of Certification
Grade level
Qualifications based upon specific training and actual experience with respect to the program
Lack of opportunity for evaluation of such grade level or qualifications

Affirmative action or racial balance objectives

Any one of the above factors may be decisive as determined by the good faith judgment of the District; however, such judgment shall be directed only to significant differences. Requirements for extended responsibility assignments may be considered only at the middle school, upper grade (6-8) and high school levels and only to the extent that such assignments are considered typical of District-wide practice for the grade levels involved; however, only the highest level of a given extended responsibility category may be so considered. Unit leader and head teacher assignments may be considered at all levels without limitation by the preceding sentence. In the absence of any of the above considerations, length of service with the District shall be followed. The criteria listed do not apply to administrative transfers initiated for reasons other than those specified in this paragraph 2.

E. Merger and Reorganization

In the event of formation of a middle school or other merger or reorganization of program or schools which results in (1) combining in one school classes or programs previously in more than one school and (2) a redistribution or reduction of the staff previously serving such classes or programs, the parties recognize that relevant factors which govern the selection of staff to serve the combined student body shall include those listed in Section D 2 and in addition shall include the extent of prior contact with the resulting student body. These factors, including length of service, are not weighted herein. This Section does not apply to the effects of (a) mere changes in boundaries of attendance areas or (b) the administrative student transfer program.

F. No administration initiated transfer or denial of a teacher initiated transfer request or selection described in Section E shall be reversed by a decision upon
arbitration of a grievance if the remaining positions involved are then occupied by another teacher or teachers or in the judgment of the Superintendent such would have adverse educational effects on the students affected. However, if it is finally determined by arbitration that the transfer or selection violated this Agreement and would be reversed but for this provision, and if such teacher is not restored to the prior position, or granted the position, as the case may be, then the teacher shall be given priority consideration for any specific position designated by the teacher which is to be posted within a year following such final decision. The grieving teacher shall be entitled to be assigned to such position at the time it is to be filled unless, in the judgment of the District, either (a) considering the factors described in Section D2 or E, the program would clearly be better served by the selection of another teacher or (b) such would have an adverse impact on the reemployment rights of other teachers.

**Article 11**

**Screening Process for Administrative Positions**

In the selection of persons for certificated administrative positions as listed in Article 1 of this Agreement the following procedure shall prevail:

A. The District shall publish a job announcement for distribution at least three (3) weeks prior to the first meeting of the screening committee which will consider the applications of candidates.

B. Applicants shall have access to their personnel files for the purpose of assembling required information, and shall have the privilege of having the District duplicate such information.

C. The credentials of each applicant shall be checked by the Office of the Superintendent, and those applicants who do not meet the technical requirements for the position shall be eliminated.

D. Candidates for administrative or supervisory
positions shall be screened by a committee established by the Superintendent. Such committee shall include at least two (2) members who shall be teachers appointed by the Association. Only candidates so screened shall be eligible for permanent appointment; provided that, if in the Superintendent's judgment circumstances require immediate action, this Section shall be satisfied by reasonable efforts to appoint and convene the committee.

E. The Superintendent and Board may make temporary assignments of personnel to fill a permanent administrative position. However, such temporary assignees shall have the basic minimum requirements for the position, and shall not serve beyond the current school year, during which time the above selection procedures for the position shall be operative. The procedures provided in this Article do not apply to temporary positions. For purposes of this Article a position shall be deemed a permanent one if it is programmed to extend beyond two (2) school years.

Article 12
Teacher Authority and Protection

A. Sources of Materials
For the convenience of teachers the following sources for determining teacher authority and protection shall be provided for an Association faculty representative in each building:

1. Oregon Statutes on Discipline, Attendance and Exclusion of Students, Chapter 339 Oregon Revised Statutes.


3. All administrative directives which are for the general knowledge of teachers.

In addition, the volume entitled "Policies-Regulations, Bylaws, Book I" 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.

Inquiries regarding liability insurance policies of the District for teacher's professional conduct and other matters should be directed to the Division of Management and Finance.

B. Personal Injury Benefits and Property Loss

1. Any case of assault upon a teacher 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 Area Superintendent or appropriate Central Office Administrator for investigation and resolution.

2. In the event that a teacher has any clothing or other personal property, excluding his/her automobile, damaged or destroyed as the result of any unwarranted assault on the teacher's person suffered during the course of employment, the District shall reimburse the teacher the cost of repair or replacement value (not exceeding actual cost) of such property, less any insurance or Worker's Compensation reimbursement. This Section does not apply to losses of less than $5 or to that portion in excess of $200.

C. Student Discipline

1. Procedures

a. A teacher may remove from class a student (1) who is disrupting the educational program in a manner requiring immediate action by the teacher or (2) who has exhibited a pattern of disruptive behavior, and send the student to a location designated by the principal. The principal or his/her designee shall, at the teacher's request confer with the teacher without disrupting the educational program prior to or within a reasonable time after returning the student to class. Such conference generally shall take place prior to returning the student to class unless the principal or his/her designee is not available, in which case the conference shall take place when the principal or designee becomes available.
b. The building principal shall develop a procedure for handling students removed from class when the principal or designee is not available for a conference requested by the teacher. Such procedure shall be distributed to the teaching staff within the building for input prior to implementation.

c. When the same student causes recurring problems that are not settled to the satisfaction of the teacher, the teacher has a right to file a written statement of objection with the Area Superintendent with a copy to the principal. In those instances where discipline matters were handled by a designee of the principal, the statement shall first be filed with the principal. If the problem with the student continues and the teacher was not satisfied with the response of the Area Superintendent, the teacher has a right to file a written statement of objection with the Office of the Superintendent with a copy to the principal and Area Superintendent.

d. The teacher shall comply with the decision of the appropriate administrator while such appeals are being used.

2. Parent Conferences

The teacher may recommend a conference involving the student, parent, teacher and principal whenever the teacher believes such conference would be beneficial in solving discipline problems. The District generally encourages the use of such conferences.

D. The District shall provide a legal defense and indemnification to teachers arising out of tort claims for any alleged act or omission occurring in the performance of the teacher's duty in accordance with, but subject to, the limitations provided in ORS 30.285 and 30.287. Teachers shall cooperate with the Board and counsel in connection therewith as provided in ORS 30.287 (2).
Article 13
Dues and Payroll Deductions

A. Fair Share Agreement

1. This Section A, Fair Share Agreement, shall become effective at such time as the Association certifies to the District that a majority of the employees within the bargaining unit support an in-lieu-of dues payment. The issue shall be presented independently of all other provisions of the Agreement as a separate question.

2. If this Section becomes effective, 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 teacher who is not a member of the Association, beginning with the paycheck issued in the month of October. Such an amount shall represent a Fair Share fee as compensation to the Association toward the cost of collective bargaining and contract administration.

3. Any teacher who has not requested payroll deduction of Association dues under Section B of this Article or who has not certified to the District that he/she has paid his/her dues directly to the Association shall be subject to the provisions of this Section. Such request for payroll deduction or certification of direct payment of dues shall be made by the 15th day of October.

B. Dues

1. Any teacher who is a member of the Association or who has applied for membership, may sign and deliver personally or through the Association to the Superintendent an assignment authorizing deductions of membership dues in the United Teaching 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 teacher each month for twelve months, beginning in September and ending in August of each year.
Deductions for teachers 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 teachers who have elected to receive their annual compensation in ten (10) equal monthly payments, the dues deduction for June, July and August shall be made from the June payroll check.

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. Those received after October 1, shall be effective October of the ensuing year.

3. The Association covenants and warrants that its present Bylaws provide for the foregoing authorizations and withdrawal procedures; that such Bylaws make such authorizations irrevocable except as stated in paragraph 2; and that, in the event of any amendment to such Bylaws lessening the restrictions on withdrawal, it 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 Teaching 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.

C. Other Payroll Deductions

1. Upon appropriate written request from the teacher, the District shall deduct from the salary of any teacher 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
   - United Way
   - Fixed or Variable Tax Annuity Plans
   - School District No. 1 Health & Welfare Trust
   - Premiums
   - Credit Union
   - Deferred Compensation Plans Approved by the District

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 accounting system.

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

D. Teachers' payroll checks shall itemize all sources of pay, payroll deductions and accumulated sick leave.

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. The District shall make available insurance premium payroll deductions for all teachers enrolled in the Health and
Welfare Trust on a monthly basis, September through August of each school year.

2. Subject to the qualifications stated below, for September through August of each school year the District shall contribute to the Trust the cost for full-time teachers and dependents 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. However, this Section shall not require (a) District payment in excess of $91 per month for any teacher during 1979-80 or in excess of $100 per month for any teacher during 1980-81 or (b) commencement of the increased District payments above 1978-79 levels until those for January, 1980, it being the intention that existing assets of the Trust will be utilized to pay the increased costs until that time. As used in this paragraph 2, the words "through August", refer to the payment made by the District in early August, even though the employee contributions remitted by the District for such payment may have been deducted from July payroll checks. Such payment shall be for the cost of such insurance for participants in any of such plans, including dependents of employees of the District provided that medical/hospitalization insurance shall be considered of first priority and dental insurance shall be considered of second priority. Before such payment per month, as indicated above, is required with respect to a teacher, the trustees shall certify to the District that the teacher (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. For part-time teachers working at least half time, such payment shall be made on the same terms, prorated according to the extent of the part-time assignment.

3. The District shall contribute to the Trust the premium cost, but not more than $30 per month, of a
medical/hospitalization plan for teachers who (a) elect early retirement on or after June 30, 1977, and (b) have completed at least fifteen (15) years of consecutive employment with the District, and (c) are at least sixty (60) years of age but not yet eligible for Medicare and (d) are then eligible under such plan then offered by the Trust.

4. The District shall make a contribution to the Health & Welfare Trust in accordance with paragraph 2 of this Section for two (2) months following the end of a standard work year, as defined in Article 20, Section B, for full-time teachers and part-time teachers who work at least half-time if the teacher worked during the entire standard work year. Such contributions shall not be required for any teacher who did not work during the entire preceding standard work year or who worked on less than a half-time basis during that year.

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 teacher 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 teacher. The District may require as a condition to this coverage that before the vehicle is used on District business the teacher provide a certificate of insurance showing that the teacher has basic coverage up to amounts specified in the District’s liability insurance not exceeding the following: $20,000 - injury to or death of one person; $40,000 - injury or death per accident; $5,000 - property damage.

C. Tax-Sheltered Annuity Program

The District shall make available group and individual fixed or variable tax-sheltered annuity programs to all teachers.
D. Professional Association Insurance Program

The District shall recognize the right of teacher professional associations to select carriers of insurance programs where membership in said program is contingent upon membership in the association. In addition, the District shall make available to qualified teachers, through payroll deduction, those insurance programs so selected.

E. Worker's Compensation

See Section C of the Article on leaves.

Article 15
Professional Growth; Inservice Classes

A. Salary Increments

1. Plus hours beyond degree salary increments (i.e., placement on a column of the salary schedule) must be based on coursework at accredited colleges or universities taken subsequent to certification. Such courses shall be relevant to the teacher's field of preparation and to service as a teacher in this District.

2. It is the teacher's responsibility to, by October 31, of the school year in which the salary credit is to be awarded, provide the Office of Personnel Services with proof of completion of work done. Such work must have been completed by the preceding September 1.

3. Guidelines for this program shall be published in the Teacher's Handbook after consultation and agreement between the Association and the Superintendent or his designee.

4. Salary credit, when applicable, will be awarded following verification of completion of work effective as of the payroll payments made at the end of October, for all credits earned prior to the beginning of that school year, retroactive to the beginning of the school year.

5. In case of disagreement regarding any phase of this program, a teacher has recourse to the Appeals Committee. Such recourse must be sought in writing within thirty (30) days of the teacher's knowledge of the events giving rise to the disagreement.
6. An Appeals Committee of eight (8) shall be appointed annually during the month of May. The District shall appoint four (4) members, the Association shall appoint four (4) members.

7. Any disagreement not resolved by the above appeals procedure may be presented through the grievance procedure.

B. Continuing Education Obligations

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

2. It is recognized that there may be inservice offerings not meeting credit requirements for which attendance outside the normal professional work day described in Article 20 may be required by the District. In such cases teachers shall be paid for attendance at the teacher'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.

C. Curriculum Committees

Members of Curriculum Committees will be paid at the hourly rate as provided in Appendix B of this Agreement.

Article 16
Professional Improvement

A. The Board and the Association support the principle of continuing training for teachers, participation by teachers 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 educational projects.

B. The Board agrees to budget a fund of $105,000 for 1979-80 and $105,000 for 1980-81 to pay the expenses of teachers to attend professional conferences. The
conference to be attended may be selected by the teacher, 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 teacher attending such conferences and meetings shall be granted sufficient leave time to attend without any loss of compensation. The approval shall designate what portion, if any, of such leave time shall be charged against professional leave. Teachers 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.

C. 60% of the funds shall be appropriated and made available during the first semester; the remaining 40% is to be made available on the first day of the second semester.

D. 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.

E. An annual report of the use and distribution of these funds will be available in each Area office of the District and a copy of each completed request and response will be sent to the Association.

F. Guidelines for use of the Professional Improvement Fund shall be distributed to teachers following the beginning of the school year after consultation with the Association.

Article 17
Sabbatical Leave

A. Purpose for Sabbatical Leave

To increase the quality of teaching and gain enriching and broadening experiences by professional study, research, travel, rest and recuperation:

1. Study in an accredited institution of higher learning.
a. Approved program of full-time study (generally 12 quarter hours or equivalent) of accredited work on campus each term for which the leave is granted.
b. A letter indicating tentative acceptance into graduate school, and a planned course of study must accompany the application. Final proof of acceptance must be filed by May 1 preceding the fall semester and by January 1 preceding the spring semester.

2. Travel related to teaching field.
a. A detailed itinerary for the travel and a statement of benefits to be derived must be submitted with application.
b. A written report, outlining valuable experiences must be filed with the Superintendent within a reasonable time at the completion of the travel experience.

3. Rest and Recuperation
The application shall be accompanied by a statement concerning the individual’s health, on a form provided for this purpose, signed by a duly licensed physician. The rest and recuperation leave is not intended for replacement or extension of sick leave or disability benefits.

B. Application
1. Application forms will be available from each principal’s office.
2. Each candidate for sabbatical leave must consult with the immediate supervisor or building principal.
3. Completed applications for fall semester or full year sabbatical leaves must be filed with the Sabbatical Leave Committee by the second Monday in February preceding the year of sabbatical. Applications for sabbatical leave for spring semester must be filed by the second Monday in October preceding the spring semester.
4. Each applicant must submit an explicit outline of the study, research or travel program.
5. The applicant must give his/her signed assurance that the proposed program is available, and that he/she
will be admitted by the institution offering the program.

6. The applicant must give his/her signed assurance that the plans are or are not conditional or dependent upon unresolved grants or other limiting factors.

7. Personnel requesting sabbatical 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.

8. All applications shall be sent through the Office of the Area Superintendent to the Assistant Superintendent in charge of personnel. The Assistant Superintendent in charge of personnel shall forward such requests to the Sabbatical Leave Committee for evaluation.

9. The number of applications approved in any one year shall not exceed two percent nor, providing there are qualified applicants, fall below one-half of one percent of the total instructional corps.

C. Approval of Funds

Funds for sabbatical may be budgeted by the Board only upon recommendation of the Superintendent.

D. Approval of Leave

1. A seven (7) member Sabbatical Leave Committee, of which six (6) members shall be appointed by the Association for three-year terms, two members being appointed each year. Six (6) of these members are to be classroom teachers with one being selected as chairman and one building administrator shall be appointed by the Superintendent. In addition, the Assistant Superintendent for Personnel, or the designee, from the central administrative staff 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 the committee action.

2. The Sabbatical Leave Committee will have responsibility for the administration of the sabbatical leave program for teachers as follows:
a. It shall make selections for sabbatical leaves.

b. It will notify all applicants of approval or rejection of sabbatical 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 Sabbatical Leave Committee will receive and consider appeals from applicants previously denied leaves by the Sabbatical Leave Committee.

d. The committee will determine the amount of money which will be reserved for leaves for rest and recuperation before it grants other leaves. Rest and recuperation leaves normally constitute approximately one-third of the leaves granted.

E. Eligibility

1. An applicant for sabbatical leave must be a certificated employee who has achieved tenure in the District.

2. A certificated employee will be eligible for a sabbatical leave for study or research after each five (5) years of consecutive service in the District.

3. An applicant will be eligible for a sabbatical leave for purpose of travel after each eight (8) years of consecutive service in the District.

4. An applicant will be eligible for a sabbatical leave for purpose of rest and recuperation after each twelve (12) years of consecutive service in the District.

5. Sabbatical leaves will not be considered a break in consecutive service; however, a teacher granted a sabbatical leave must, following return from leave, accumulate the required years of consecutive service before being eligible for another sabbatical leave. The first year back from sabbatical leave shall count as the first year of consecutive service toward sabbatical leave eligibility.

6. Substitute work will not be recognized in computing years of continuous service.

7. The health of the applicant will be taken into consideration.
F. Selection Criteria

Selection will be made by the Sabbatical Leave Committee. Selection for Rest and Recuperation Leaves shall be based solely upon length of service. All others shall be based upon the following criteria:

a. The needs of the applicant and the benefits to the District

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

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

d. Service to the District

G. Term of Sabbatical Leave

Leave will be granted for a definite, stated period which may not exceed one school year (two semesters, or three quarters) and may be for one semester only. These leaves are ordinarily not granted for only one semester unless specifically approved by the Superintendent.

H. Financial Compensation

1. Teachers on sabbatical leave for a full year will receive no less than three-fourths of the applicant’s salary as of the year the leave is taken, or the beginning salary on the BA step, whichever is lesser.

2. Payment will be made according to the regular District payroll calendar. The teacher shall be responsible for notifying the payroll department of the District regarding the address to which the checks should be addressed during the period of leave.

I. Status While on Leave

1. A certificated employee on sabbatical leave shall be considered to be in the employ of the District.

2. A certificated employee shall retain all rights of tenure, retirement, insurance, sick leave and automatic increases in salary rating as if he/she were teaching during the period of leave. A sabbatical leave shall be counted as a year of service and experience on the salary schedule.

3. Teachers on leave shall not be permitted to engage
in remunerative service without the approval of the Superintendent.

4. In case of injury to, or other illness of the employee during leave which prevents his/her completing the purpose of the leave the sabbatical 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 Sabbatical Leave Committee and the Superintendent, verified by a medical report.

5. After illness or injury as in Section 4, 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 sabbatical leave.

J. Obligations

1. An employee granted a sabbatical leave must return to the District for a period of not less than three (3) years following the completion of the leave. If he/she does not make himself/herself available to meet this obligation, the employee shall refund to the District the amount received for his/her leave prorated according to the years of service returned. Arrangements will be made through the school business officer under direction of the Assistant Superintendent for Personnel. This provision shall not apply when, for physical reasons or other circumstances beyond his/her control, the employee is incapable of further service. In such cases, the employee shall provide the Sabbatical Leave Committee with a statement from a physician licensed to practice medicine in the State of Oregon.

2. An official transcript showing satisfactory completion of the program for which the leave was granted shall be given to the Superintendent and the Sabbatical Leave Committee within a reasonable time following termination of the leave, or, in case of leave for other purposes, a report of the research or travel shall be submitted for acceptance or rejection.

3. In case a leave is not satisfactorily completed, the
employee concerned shall reimburse the District for the amount of the leave.

4. An employee on sabbatical leave shall notify the personnel department in writing, of his/her intention to resume duty in the system by November 15, or by March 15, depending on the period of his/her leave. Failure to do so may result in his/her position being declared vacant.

K. Status Upon Returning from Sabbatical Leave

1. Upon returning to his/her position, the teacher is subject to transfer according to the District transfer policy.

2. If the teacher taking a sabbatical leave so states in writing in the application for such leave that he/she intends to return to his/her position, the teacher occupying the position of a teacher on sabbatical leave is occupying the position temporarily and, if necessary, shall be reassigned upon return of the regular teacher.

Article 18
Leaves

A. Sick Leave

Teachers who are absent because of personal illness shall receive compensation on account of sickness during such absence in accordance with the provisions and reservations pertaining to sick leave allowances.

1. All teachers shall be granted ten (10) days sick leave, which includes statutory requirement, during each school year. Such sick leave shall be credited to said teachers on the first school day of the fall semester. In case of teachers who begin service after the beginning of the school year, such sick leave shall be credited on the first day of active teaching service and shall consist of one (1) day for each payroll month remaining in the school year. Teachers on an extended work year shall be credited with one (1) additional sick leave day for each work month beyond the normal work year, with a maximum credit in any one year of twelve (12) days; for purposes of this provision, a "work month" shall mean
any period of thirty (30) days in which the teacher works fifteen (15) days or more. A teacher assigned to teach beyond the normal school year, or during summer school, may charge absences due to personal illness to his or her sick leave account. The District shall pay the cost of any required substitute.

2. Sick leave days may be accumulated by teachers only if not used in the year for which granted. Total sick leave which can be accumulated by any teacher shall be unlimited, in accordance with state statutes.

3. A teacher 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, providing the teacher’s service in Oregon school districts was continuous. The transfer of sick leave accumulated with another Oregon district shall not be effective until the teacher has completed thirty (30) working days in the District. This provision shall be retroactive to July 1, 1971, in accordance with state statute.

4. When a teacher has exhausted his/her sick leave, he/she shall receive additional leave equal to one (1) day for each year of eight (8) or more calendar months of service in this district at two-thirds (2/3) of his/her daily rate under his/her basic salary.

5. Teachers shall not be credited with any sick leave days with respect to periods during which they are on leave of absence from work for the District, excluding sabbatical leaves, of more than one (1) month duration; their accumulated sick leave shall not be charged with days of sickness during such leave; and they shall not be paid for days of illness during such leave except when the illness or injury is the factor which entitled the teacher to the leave in question.

6. A teacher may charge against her accumulated sick leave for an absence due to childbirth for the period of disability.

7. A teacher’s accumulated sick leave shall not be
charged on days designated as paid holidays under this Agreement.

8. For purposes of applying the grievance procedure under Article 6 of this Agreement the following shall be regarded as a violation of Articles 18A and 22A of this Agreement:

   a. A determination that a teacher's accumulated sick leave may not be used for an absence from work, when in fact, the teacher was ill or disabled at the time of such absence to the extent required for use of accumulated sick leave.

   b. A determination that a teacher's accumulated sick leave shall be charged for an absence from work when such absence was directed by the District and, in fact, the teacher was not ill or disabled at the time of such absence to the extent required for use of accumulated sick leave.

This Article does not authorize the grievance or arbitration of a contention that the District's remainder-of-the-semester or year policies (5307-1, Section V, and 5307-5a, Section IIIB) are invalid.

9. The limitations on crediting and use of accumulated sick leave provided in paragraph 5 of this Section do not apply if (a) the sickness or disability commences within the first month of the extended leave and (b) the teacher receives no compensation for the period of sickness or disability from any other employer. The right of a teacher under paragraph 6 of this Section to charge her accumulated sick leave for the period of disability due to childbirth is subject to the limitations of paragraph 5 of this Section as qualified by the preceding sentence. The "maternity leave" described in Section L2, as well as any such leave or "change of status" granted to nonpermanent teachers, is such an extended leave if the leave is commenced more than one month prior to the period of disability.

10. The District may require a teacher to be examined by the teacher's physician to determine a teacher's ability to perform assigned duties. The District may require a teacher to be examined by the District’s
physician but such shall not be used for harassment. The District shall pay for any required examinations and provide necessary release time.

B. Family Illness

1. All teachers shall receive up to three (3) days leave per year with pay in case of the illness of a member of the teacher’s family. “Immediate family” shall be interpreted to mean spouse, children, parents. Other persons shall be considered as members of the immediate family provided they are living in the home of the teacher.

2. In the event emergency conditions arise, an extension of family leave shall be determined upon individual merit by the Superintendent.

C. Injury on Duty

1. The District shall pay to any teacher absent from work due to an on-the-job injury the difference between his/her salary and benefits received by the teacher 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 teacher’s accumulated sick leave. For other periods of absence, charge will be made against the teacher’s accumulated sick leave, except if the teacher has no accumulated sick leave, the teacher shall receive no loss in pay during the three (3) days waiting period prior to commencement of worker’s compensation benefits. This exception shall apply on a one-time only basis during the employment of that teacher. In the event differential payment is made by the District and the absence of the teacher is subsequently determined to be noncompensable, charge will be made against the teacher’s accumulated sick leave, if the absence so qualifies, and the teacher shall be obligated to reimburse the District for payments received in excess of accumulated sick leave time. The
District shall notify SAIF immediately after a teacher reports such compensable injury if coverage is to be provided under SAIF.

2. For purposes of this Section only it shall be considered that a teacher’s “salary” paid in a particular month is for services during all of that month. For instance, a salary paid in August equaling one-twelfth (1/12) of the teacher’s annual salary shall be deemed salary for services during August so that worker’s compensation benefits received with respect to all or part of that month would be deducted from the amount payable as salary for such month.

D. Absence Due to Quarantine

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

E. Funeral Leave

1. A teacher shall be permitted an absence of one-half (½) day without loss of pay to attend the funeral of a relative or friend when such funeral takes place within the city limits of Portland or within a radius of 15 miles from the city limits.

2. When a funeral occurs at a place more than 15 miles from the city limits of Portland, the teacher will be permitted an absence of one (1) day without loss of pay to attend the funeral.

3. A teacher shall be given an additional (1) day of such leave to attend the funeral of a relative when travel beyond one (1) day is required. When circumstances demand it, two (2) days may be authorized at the discretion of the Superintendent.

4. A teacher who is absent because of a death in his/her immediate family shall be permitted three (3) consecutive days (and in the case of death of a spouse, five (5) consecutive days) without loss of pay, and two (2) additional days at two-thirds (2/3) of his/her scheduled salary. Immediate family shall be interpreted
to mean spouse, children, parents, grandparents, mother-in-law, father-in-law, brothers or sisters; and also any person living in the home of the teacher.

F. Emergency Leave

1. Up to three (3) days emergency leave without loss of pay shall be granted as a matter of right to each teacher, subject to any conditions which may be mutually established by the Board and the Association. Emergencies shall be considered unanticipated circumstances beyond the employee's control and for which prior planning cannot be made. Emergency leave shall not be used as vacation time, sick leave, family illness or in lieu of any other leave categories provided in this Agreement.

G. Mandatory Court Appearances

1. When a teacher is required to appear as a witness in court, the Superintendent's Office will authorize such absence without loss of pay; provided that, if the teacher receives a witness fee, such fees shall be turned in to the business office. In cases where the employee initiates court action, his/her absence will be personal leave without pay or, at the teacher's election, emergency leave days provided in Section F may be used therefor.

H. Jury Duty

1. Teachers who are regularly subpoenaed for jury duty may be excused for that purpose without loss of pay, provided that, when the teacher receives his/her jury fee, said fee shall be sent to the business office. On days when the teacher is excused from jury duty he/she will report to school to work.

I. Professional Leave

1. At the beginning of each school year, each teacher shall be credited with two (2) days to be used for professional leave. Professional leave may be used for the following:

a. Visitation to view instructional techniques or exemplary programs.

b. Conventions, conferences, workshops or seminars related to the teacher's assignment with the District.
2. The teacher shall inform his/her supervisor at least one (1) week in advance of the leave.

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

4. Participation by a teacher in activities on the statewide inservice day shall not be counted against professional leave days.

J. Religious Leave

Teacher employees who are members of a religious faith may be absent without loss of pay up to two (2) days specified by that faith as religious holidays which require participation during the work day in religious observances.

K. Teachers who serve on NCATE or TSPC evaluation/accreditation teams shall be released without loss of pay. The District shall provide substitutes for such teachers.

L. Unpaid Leaves of Absence

1. Personal Leave
   a. All certified personnel may be considered for up to (3) days leave per year, with loss of pay, for personal reasons.
   b. Except in cases of emergency, the request for a personal business leave shall be made one (1) week in advance, in writing, through the Office of the Area Superintendent.

2. Maternity and Paternity Leaves
   a. Maternity leave for one (1) school year shall be granted to a tenure teacher. The leave may, upon written request, be extended for another school year.
   b. After the termination of pregnancy the teacher may apply to return to work. If requested by the Board, she shall submit with such application a statement from a qualified physician attesting to her ability to resume active duty. Upon returning to duty the teacher shall be paid at the next step on the current salary schedule above the one which she occupied during her last full
teaching year prior to commencement of such leave; provided that, should she return to duty prior to June 30 of the fiscal year (July 1 to June 30) in which she commenced such leave, she shall be placed at the same salary step on the current salary schedule applicable to her at the beginning of such leave.

c. For continuous periods during which the newly born child will not have the care of the mother, the father shall be entitled to paternity leave and rights upon return to work on the same terms and conditions as hereinabove provided for maternity leaves.

3. Exchange and Other Teaching Leaves
a. A leave of absence of up to two (2) years may be granted to a tenure teacher, upon application, for the purpose of participating in:
   - Exchange Teaching Programs
   - Foreign or Military Teaching Programs
   - Peace Corps
   - Teachers' Corps
   - Job Corps
   - VISTA
   - Institutions of Higher Learning
The teacher must be a full-time participant in any such program and state his or her intention to return to the District. Upon return from such leave a teacher shall be placed on the next step on the current salary schedule above where he/she was when he/she left the District.

4. Study Leave
a. A leave of absence of up to two (2) years may be granted to a tenure teacher, upon application for the purpose of engaging in study reasonably related to his/her professional responsibilities, at an accredited college or university. The teacher must maintain a minimum of twelve (12) quarter or semester hours each term while on leave.

b. Upon return from such leave, a teacher shall be placed on the next step on the current salary schedule above the one which he/she occupied during his/her last full teaching year prior to commencement of such leave.
5. Military Leave
   a. A military leave of absence shall be granted to any teacher 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.

6. Association Leave
   a. A leave of absence up to two (2) years may be granted to a tenure teacher upon application for the purpose of serving as an officer of the Association or on its staff. Not more than two (2) leaves shall be granted during the school year.
   b. Upon return from such leave, such teacher shall be placed at the next step on the current salary schedule above the one which he/she occupied during his/her last full teaching year prior to commencement of such leave.
   c. 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 teachers. Although leaves for short terms without loss of pay may be granted upon recommendation 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 or organization. The respective organization shall pay the cost of such substitutes upon receipt of billing from the District Business Office.

7. Political Leave
   a. A leave of absence not to exceed two (2) years shall be granted to any teacher upon application, for the purpose of campaigning for, or serving in a public office.
   b. On return from such leave, a teacher may be placed on the next step on the current salary schedule above the one which he/she occupied during his/her last full teaching year prior to commencement of such leave.

8. A full teaching year as used in this Section means a
particular school year during which the teacher engaged in full-time teaching with full responsibility and full pay for eight (8) or more calendar months.

9. Except in cases when outside remuneration is inherent in the purposes of the leave (e.g., military leave, service on the staff of the Association, service in the Legislature), a teacher on an unpaid leave specifically provided for herein shall not engage in remunerative service without approval of the Superintendent.

M. Others

1. When the schools and school offices are officially closed by the Superintendent, all teachers will be paid in accordance with the law.

2. Teachers who are assigned to tasks outside their regular responsibilities shall not have this time charged to any leave category.

3. Other extended leaves, with or without salary, may be granted at the discretion of the Board.

N. Return from Leave

1. Benefits

All accumulated unused sick leave, severance pay credits and credits toward sabbatical eligibility as accrued at the time a teacher commences a leave of one (1) or more months’ duration shall be restored upon return to work.

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

Article 19

Mileage

A. The District will provide a local school mileage compensation fund for required on-the-job travel related to the teacher’s building assignment. The fund shall be equal to 25¢ per enrolled child. The fund shall be administered by the principal.

B. The District shall provide mileage compensation to teachers for required, job-related travel beyond those functions described in A.
C. All mileage shall be paid at the rate of 20¢ per mile. A certificate of insurance as described in Article 14B (Liability Insurance) shall be required as a condition for mileage reimbursement.

D. Teachers assigned to the downtown campus of the Portland Job Corps shall be reimbursed up to $25.00 per month for parking, based on receipts which shall be submitted.

Article 20

Work Day/Work Year and School Calendar

A. Work Day

1. The normal work day for teachers shall begin 15 minutes before the opening of school and shall end 15 minutes following dismissal of students from the last regular period of the school day. Full-time teachers shall be on duty and available for work on the school site or site otherwise designated by their principal or immediate supervisor for such above period of time on day teachers are to report to work. Such a normal work day shall include a minimum one-half (½) hour duty-free lunch period. The parties recognize that ordinarily it will be desirable for the teacher to leave word with the school office, when practicable, as to where the teacher expects to be during such period.

2. Teachers shall make arrangements as may be necessary to meet with students and parents at reasonable times outside the normal work day.

3. In fulfilling professional responsibilities to students, parents and the community the Board and the Association recognize that the required participation by teachers in meetings for specific purposes beyond the normal work day may be necessary. Such meetings will include but will not necessarily be limited to staff and department meetings, program change meetings, open houses and special meetings for community problems and projects. The administration shall be reasonable in the expectancy of teacher participation in the conferencing and meetings that will occur outside the
normal work day and in scheduling, length and frequency of such meetings and shall provide adequate notice prior to conducting such meetings.

4. The work day for teachers employed less than full time shall be based as nearly as reasonably possible, as determined by the District, on an equivalent portion of the normal work day for full-time teachers. Teachers working less than two-thirds (2/3) time of a full-time teacher may be provided with a duty-free lunch period; however, this shall be in addition to their regular assigned duty time.

B. Work Year

1. The standard work year for teachers shall be 190 days consisting of 177 instructional days, seven (7) planning days and six (6) paid holidays. A minimum of two (2) planning days prior to school opening for students will be set.

2. Such standard work year shall be used in computing the teacher's daily rate for those who (a) are on a regular assignment less than or beyond 190 days, as the case may be, or (b) are absent from work for any period for which a paid leave is not provided by this Agreement. Thus, in such cases, the amount to be added or deducted from the teacher's basic annual salary shall be computed as follows:

\[
\frac{1 \times \text{TBAS}}{190} \times \text{Number of days beyond or below 190}
\]

C. School Calendar

1. By its first meeting in February each year, the District Educators Council shall make recommendations to the Superintendent for a school calendar for the ensuing year or years. 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 the calendar shall result in any reduction of the annual salary provided for teachers by this Agreement or in increasing the aggregate number of work days without the consent of the Association.
2. In the event the Board or its designees shall determine to operate a "year-round" school program in any school during the term of this Agreement, the Board shall, before commencement of such program notify the Association of the proposed program and provide reasonable opportunity to reach agreement through collective bargaining concerning the application of the terms of this Agreement to the teachers in the program. This Agreement shall place no other restriction on the Board's authority to institute such program.

D. Excluded Duties

Duties under the Extended Responsibility Schedule, attendance at inservice classes (not required by the District) and for Portland Job Corps Center, Emergency Home Repair, and for any other special programs in which there is a special work day, work week or work year as determined cooperatively or by contract with, or direction from other agencies, are excluded from the foregoing Sections of this Article. Unless such is contrary to such determination or direction, teachers working a standard teacher work year in such programs shall be entitled to the same number of planning days and holidays as described in Section B. The anticipated work year for such programs shall be communicated to the affected teachers on or before August 30 of any school year or within thirty (30) days following renewal or implementation of any such contract or direction from such agencies.

E. The building principal, in consultation with the faculty representative, shall ensure that arrangements be made to provide for personal relief for teachers.

F. Neither the Association nor the teachers will authorize, cause, engage in or sanction any form of illegal concerted work stoppage, boycott or picketing or authorize, cause, engage in or sanction any other kind of work stoppage, at, within or concerning any facilities or operations of the District which are not specifically authorized by ORS 243.726. Nothing shall impose any
obligation on the District to compensate teachers for absences resulting from concerted work stoppage.

**Article 21**

**Reduction in Teaching Staff**

A. In the event that a tax base or levy failure, declining enrollment or change in funding results in reduction of the teaching staff of the District, such reduction shall be made in accordance with a procedure established by the District. With respect to the program requirements determined by the District, the District will consider personnel for release from employment by the District with consideration being given to the following (not a priority listing):

- Length of service
- Areas of Certification
- Grade level
- Qualifications based upon specific training and actual experience with respect to the program
- Lack of opportunity for evaluation of such grade level or qualifications
- Affirmative action or racial balance objectives

Any one of the above factors may be decisive as determined by the good faith judgment of the District; however, such judgment shall be directed only to significant differences. Requirements for extended responsibility assignments may be considered only at the middle school, upper grade (6-8) and high school levels and only to the extent that such assignments are considered typical of District-wide practice for the grade levels involved; however, only the highest level of a given extended responsibility category may be so considered. Unit leader and head teacher assignments may be considered at all levels without limitations by the preceding sentence. In the absence of any of the above considerations, length of service with the District shall be followed.

B. The procedure described in Section A of this Article shall provide that a teacher whose employment
terminates by reason of the reduction of staff therein described shall be entitled to reemployment on the basis of said considerations, related to the time of reemployment, if the occasion for reemployment occurs within three (3) years of his/her termination. In the absence of such considerations, reemployment eligibility shall be in the inverse order of the termination of employment. Should a teacher (1) fail to notify the District in writing by May 1 of continued availability for the ensuing year, or (2) decline the District’s offer of a position, then all his/her rights provided under this Section shall terminate. This Section shall not be construed to impose any obligation to reinstitute positions, programs or staff levels.

C. No new regularly employed teacher shall be hired and assigned for a position which can adequately be filled by teachers (1) who are currently employed and must be reassigned because of school closure, reorganization, redistribution or reduction of staff, or (2) who are entitled to reemployment rights under Section B of this Article. Whether a position “can adequately be filled” shall be as determined by the District after consideration of the factors described in Section A of this Article.

Article 22
Professional Compensation

A. Retirement Contributions Assumed
With respect to all professional compensation earned for services performed on and between July 1, 1979, and June 30, 1981 (i.e., the amounts first reflected in the September payroll), the District shall cease withholding from teachers’ monthly salaries the employee contributions required by ORS 237.071, 239.201, and 239.203 and shall “pick-up”, assume and pay a 6% employee contribution to the Public Employes Retirement Fund for the teacher members then participating in the Public Employes Retirement System (PERS) and a 6% employee contribution to the
Teachers Retirement Fund Association for the employee members then participating in the Teachers Retirement Fund Association (TRFA). The full amount of required employee contributions "picked-up" and paid pursuant to this Section shall be considered as "salary" within the meaning of ORS 237.003(8) with respect to PERS and the conformity provisions above-cited with respect to TRFA for the purposes of computing an employee member's "final average salary" within the meaning of ORS 237.003(12) and such conformity provisions, but shall not be considered as "salary" for the purposes of determining the amount of employee contributions required to be contributed pursuant to ORS 237.071 and such conformity provisions. Such "picked-up" or paid employee contributions shall be credited to employee accounts pursuant to ORS 237.071(2) in PERS and the conformity provisions and ORS 239.243 in TRFA and shall be considered to be employee contributions for the purposes of ORS 237.001 to 237.320 and ORS 239.002 to 239.263.

B. Salary Schedule - Basic Salaries

1. 1979-80. Appendix A sets forth the basic annual salaries for the 1979-80 school year and for "year-round" school programs, exclusive of the retirement contribution picked up.

2. 1980-81.

   a. For the 1980-81 school year and "year-round" school programs, the aggregate increases in basic annual salary above the rates provided for in paragraph 1 of this Section inclusive of annual increments granted to teachers covered by this Agreement, shall average the proportion of the increase in the CPI to a total accumulation of eleven (11) percent.

   b. Promptly after release of the CPI, the parties shall meet to ascertain the correct application of the increase. The average shall be determined on the basis of those teachers employed on March 1, 1980, and shall further assume that the format of the Salary Schedule shall be
the same as Appendix A and that such teachers will remain in the same positions on July 1, 1980, and receive any applicable annual increments or longevity increases.

c. As used in this Article the CPI shall be the April to April All Cities Consumer Price Index, Urban Wage Earners and Clerical Workers, 1967 Base. The resulting percent of increase in the CPI shall be rounded to the nearest hundredth of a percent.

C. Longevity

After five (5) years on the maximum of any column or combination of columns, a teacher's basic annual salary rate shall be increased by an additional longevity factor of 3%, except that if the teacher is on columns for BA+90/MA+30 or BA+105/MA+45 such factor shall be 3.5%. However, in the case of horizontal movement on the schedule the longevity factor shall not apply until the years on maximum equal the aggregate number of years which would have been required hereunder had the teacher been on the new column at all times. For purposes of this provision a year shall mean a full regular school year.

D. Supplement in Lieu of Increment; New Teachers

1. A full time teacher other than a newly employed teacher, who (a) in the previous year was on the highest step of a salary column and is not eligible to move to "longevity maximum" or (b) who in the prior year was on "longevity maximum" of a salary column shall be paid an additional $300 per year above his/her basic salary. A part-time teacher similarly situated shall receive an amount proportional to $300.

2. During the months newly employed teachers are not yet participating in PERS, they shall be paid an additional six percent (6%) of their basic monthly salaries.

E. Experience Credit

1. Advancement by reason of change in educational status shall be in accordance with the article on the Professional Growth Incentive Program. Elected teachers' annual salary increments shall be granted July 1
for any professional employment after that date. A continuously employed teacher who works half-time or more shall be entitled to an increment if he/she works 50% or more of his/her work year. Regularly credited sick leave for which teachers receive full or partial pay shall count as days worked.

2. Newly elected teachers and temporary teachers shall be placed on teachers’ salary schedule Appendix A. Subject to the following provisions, in determining years of experience allowed to newly elected and temporary teachers, full credit shall be awarded for teaching experience outside the District. Only school years of eight (8) or more calendar months in the same school year shall be considered. Tutoring, practice work, cadet work or work done when part time was devoted to duties as a student shall not be counted as teaching experience. Only full-time teaching, with full responsibility and full pay in an educational program where the responsibilities are similar to those of teachers in the Portland Public Schools, may be allowed as teaching experience. No credit shall be granted for previous partial years of outside teaching experience except when there is service during the same year in two or more schools on an accumulative basis equal to eight (8) full calendar months or more. Verification of teaching experience will be made by the Office of Personnel Services.

3. Central Staff Professional Librarians, central office, shall be placed on the teachers’ 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, years of eight (8) or more continuous months in a twelve-month period, while employed on a professional full-time basis, shall be counted.

4. Any teacher who resigns shall, upon reemployment, be placed on the salary schedule on the
same basis as a newly employed teacher, except that, if the teacher completes the year and is reemployed 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 a 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, subject to the eight-month rule.

7. Credit for a sabbatical leave of absence for study during previous employment with this District shall be allowed as teaching experience, subject to the eight calendar months’ school year criterion. No credit for leaves of absence from a school district outside of Portland will be allowed as teaching experience.

8. Salary adjustments on the basis of teaching experience shall be made only after official verification, and shall become effective during the payroll period in which approved and the year in which the adjustment occurs. Such salary adjustments shall not be retroactive.

9. It shall be the policy to verify previous teaching experience by an official statement from the appropriate school district or county official. In the event that records have been destroyed, a notarized statement from two responsible citizens, other than relatives, having knowledge of the teacher’s experience, may be accepted.

10. Upon the recommendation of the Superintendent of Schools and with approval of the Board, credit may be granted to an applicant for related vocational experience, not to exceed ten (10) years.

In granting credit for industrial experience for the purpose of ascertaining the placement of the teacher on
the salary schedule, each eight (8) months in a calendar year of continuous employment in a trade, occupation or profession shall be considered in the same manner as one (1) year of teaching experience. Only employment in a full-time position from which the applicant derived his/her chief means of support and in which he/she was employed at least eight (8) months in each calendar year shall be counted. This means that an applicant employed out of a union hiring hall when work is not continuous may count partial employment toward experience in any one year.

Persons considered for employment as full-time instructors who do not have a Bachelor's Degree or a recognized trade or craft background shall be evaluated on the basis of their occupational experiences and specialized schooling relating to their occupations. Four (4) years of experience and/or schooling in his/her occupation or profession shall qualify the person for employment on the "BA" teachers' schedule.

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

F. All special salary placements are set forth in Appendixes B and C.

G. Payroll Checks

1. Teachers may individually elect to receive their annual compensation in ten or twelve 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 payments will be deemed to have been selected.

2. The method of payment selected by a teacher 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 shall be subject to three (3)
months of authorized payroll deductions, i.e., employee contributions to health and welfare insurance, organization dues, credit union, etc.

4. If a regular pay date during the school year falls on a day when school is not in session, teachers shall receive pay on the last day of the school session. During the summer period, checks shall be mailed to the designated address of the teacher.

5. If a teacher 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 teacher desires a lump sum payment, he/she shall make such written request to the District.

Article 23

**Retirement Allowances; Severance Pay**

A. For net severance pay credits accrued on and between July 1, 1971 to June 30, 1974, teachers shall be entitled to 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 were 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 ($\frac{1}{2}$) of the accumulated unused sick leave for each teacher of the District whose retirement is first effective on or after July 1, 1973. The parties recognize that by reason of the equalization provisions of ORS Chapter 239, such request, if implemented by the Public Employes Retirement Board, will result in a similar use of accumulated unused sick leave with respect to members of the Teachers Retirement Fund Association in determining their total retirement allowances.

D. Early Retirement

A teacher who has completed fifteen (15) consecutive years of service with the District and is at least 58 and not more than 61 years of age shall have the option of an early retirement program which will provide the teacher three hundred dollars ($300) per month. Such payments will terminate after twenty-four (24) months or the end of the month in which the teacher reaches the age of 62, whichever is first. A teacher exercising this option must give written notice thereof to the personnel department no later than sixty (60) days prior to his/her retirement date.

Article 24
Educators Council

A. Policy and Purpose

The District recognizes the requisite expertise and ability of teachers to provide valuable input regarding educational policies, regulations and practices, including, but not limited to: curriculum, textbook selection, personnel hiring and assignment practices, mainstreaming, use of specialists, librarians, staffing for reduced enrollment, noninstructional duties, class size, planning time, evaluation, experimental programs and student discipline. The purposes of the procedure described herein include that of determining teachers' views on issues and providing a forum for the purpose of making recommendations and initiating movement for the resolutions of issues. Nothing herein is intended
to imply that the subjects of such input are or are not statutory subjects for collective bargaining.

However, the councils hereinafter described shall not deal with grievances which may be processed under the District's grievance procedure and shall not make recommendations with respect to salaries, fringe benefits or matters agreed upon with the teachers' statutory collective bargaining representative.

No arbitration award otherwise authorized by the District's grievance procedure shall diminish the right of the Board to manage the District or shall determine that any administrative regulation or Board policy adopted in response to recommendations hereunder is invalid or should be suspended; but such award based on a failure to comply with the procedures established in this Article may direct compliance therewith.

B. Establishment, Composition and Elections

1. The previously established Educators Councils consisting of an Area Educators Council in each of the two Areas I and II of the District and a District Educators Council shall continue to function, and the members heretofore elected or selected shall complete their respective terms for which they were elected or selected. As their terms expire, their replacements shall be selected as provided in this Section.

2. Each of the Area Educators Councils shall consist of four (4) teachers and four (4) administrators. The administrators shall be appointed by the Area Superintendent or designee thereof. Except for those serving out previously established terms, the teacher members shall be selected by the Association from the elected members of the Area Staff Advisory Council for the Area. Members so selected may, at their option, request their position on the Area Staff Advisory Council be declared vacant. Such vacancies shall be filled promptly. However, the teacher members shall be distributed as follows: One each from K-4, 5-8, high school and one at large. Each member shall serve a two-
year term. Each term shall be from November 1 to October 31.

Membership in the Association shall not be a requisite for membership.

3. The District Educators Council shall consist of the following:

Two teacher members of each Area Educators Council shall be appointed by the Association to serve a term of one (1) year.

Four administrative members designated by the Superintendent.

The Superintendent or his designee.

One representative of the Association designated by it from time to time.

C. Procedure - Area Educators Councils

Each Area Educators Council shall meet at the request of its Chairman or of a majority of the members thereof not less than once each month during the school year. Concerns discussed shall include any which are received by members of the Council. Recommendations resulting from these discussions shall be reduced to writing and shall be directed to the Area Superintendent or to the District Educators Council, according to the nature of the recommendations, as designated by the Area Educators Council. In the case of recommendations to the District Educators Council, they shall be delivered to the Area Superintendent who shall promptly deliver them to the District Educators Council, together with such comments as he/she may wish to make. Any recommendation may include a minority report.

Chairmanship shall rotate every fourth meeting between the teachers and the administrators. The District shall provide release time for members of the staff as may be necessary for such meetings. Minutes, including all recommendations, shall be provided all members of the Council, the Association and all Association building representatives and shall be available in the professional library of each building.
D. Procedure - District Educators Council

The District Educators Council shall meet not less than once each month of the school year unless the chairmen jointly determine that a meeting of a committee thereof during a month satisfies the need to meet. It shall consider all recommendations and reports submitted to it by Area Educators Councils, copies of which shall be furnished each member of the District Educators Council. It may also initiate proposals and reports. Before adopting final recommendations, the District Educators Council shall submit them to the affected Area Educators Councils for their recommendations. The District Educators Council shall reduce to writing its recommendations for adoption by the Board or the Superintendent, according to the nature of the recommendations, as designated by the District Council. The District Council shall accompany its recommendations with:

1. A summary of the discussion of the matter before the District Council and of any recommendations received from affected Area Educators Councils; and

2. A statement of the reasons in support of the recommendations of the District Council; and

3. Such other supporting information as appears to the District Council to be pertinent or helpful to the Board or Superintendent. A minority report may accompany the recommendation. In the case of recommendations to the Board, they shall be delivered to the Superintendent who shall promptly deliver them, with accompanying material, to the Board together with such comments as he may wish to make. He shall promptly advise the District Council of his action.

Chairmanship of the District Council shall rotate between the teachers and administrators at the beginning of each semester. The chairman shall set an agenda according to the chronological order in which he/she receives the recommendations unless otherwise determined by the District Council. The District shall provide release time for staff as necessary for such.
meetings. Secretarial and research services will be provided at District expense to the extent approved by three-fourths (\(\frac{3}{4}\)) of the members of the District Council members and subject to applicable budgetary limitations for such item.

E. Priority Subjects
1. The Educators Councils shall give priority consideration to the subjects of student discipline, planning time for teachers, experimental programs and specialists, mainstreaming including consideration of the proposals on such subjects made by the Association to the Board in the collective bargaining sessions preceding execution of this Agreement. It is the expectation of the parties that recommendations with respect to such subjects under the procedures of Sections C and D will be made.

2. See Article 20C regarding the procedure for recommendations on the school calendar.

F. Action on Recommendations
The Superintendent shall promptly consider each recommendation to him by the District Educators Council and shall inform it in writing of his response to the recommendation. The Board shall promptly consider each recommendation to it by the District Educators Council and shall inform such Council in writing of its response to the recommendation.

Board policies hereafter adopted in response to recommendations of the District Educators Council shall not be modified by the Board until after advance notice to the District Educators Council which provides a reasonable opportunity for comment and recommendations thereon by such Council; provided that the Board may, in case of emergency, make interim changes pending such recommendations of the Council.

Article 25
Effect of Agreement
A. The parties mutually agree that the terms and conditions set forth in this Agreement represent the full
and complete understanding and commitments between the parties hereto, which may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of both the parties, in an amendment hereto.

B. 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. Only 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. Nothing shall obligate the District to bargain on subjects which are not mandatory subjects for collective bargaining.

C. Any contract between the Board and an individual teacher shall be expressly subject to the terms and conditions of the Agreement.

D. Nothing in this contract shall be construed to reduce the position of any individual teacher or the salary he/she now receives. This Section does not prevent corrective adjustments in gross annual salary resulting solely from changes in special work years.

**Article 26**

**Duration of Agreement**

Except as otherwise provided in this Article, this Agreement shall be effective as of July 1, 1979, and shall continue in effect through June 30, 1981. Should there be an intervening change in the law which so far reduces the District’s resources for 1980-81 that, in the District’s judgment, full implementation of this Agreement would require it to substantially reduce its certificated or
noncertificated staff or their salaries or work years, either party may give written notice to the other of a desire to reopen negotiations. If such notice to reopen is given, the provisions of this Agreement having a monetary or budgetary effect shall thereupon cease to be effective with respect to 1980-81, and the parties shall forthwith reopen negotiations thereon. Such notice to reopen may be given only after the expiration of thirty (30) days from written notice by the District that, in its judgment, such reduction has occurred. "Reduces the District's resources" above refers to a reduction whereby the budget resources available for general operating expenses are expected to be below those which would have resulted under the laws in effect at the time this Agreement was signed and amendments thereto by the 1979 Legislative Assembly.
## APPENDIX A
### SALARY SCHEDULE 1979-80

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<th>STEP</th>
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<th>BA</th>
<th>BA+15</th>
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<td>19770</td>
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**NOTE:** After five (5) years on the maximum of any column or combination of columns, a teacher’s basic salary rate shall be increased by an additional longevity factor of three (3) percent, except that if in 1979-80 he/she is on columns for BA+90/MA+30 or BA+105/MA+45, such factor shall be $\frac{3}{2}$ percent. However, in the case of horizontal movement on the schedule the longevity factor shall not apply until the years on maximum equal the aggregate number of years which would have been required hereunder had the teacher been on his or her 1979-80 column at all times.
Appendix B
Special Salary Provisions

1. Shop foremen at Benson shall receive 12 percent of base per school year in addition to their regular teaching salary.

2. Hourly teachers in the regular day school and the evening high school program shall receive $12.75 per instructional hour; provided, however, that no teacher who teaches in a regular day school for more than two hours per day or five hours in any one day of the week shall be considered an hourly teacher. Home instruction teachers shall receive $9.65 per hour. Those with degrees shall receive $10.87.

3. Rate of pay for teachers of inservice classes shall be:
   - $473 for a 2-hour course, winter
   - $712 for a 3-hour course, winter
   - $609 for a 2-hour course, summer
   - $913 for a 3-hour course, summer

4. Rate of pay for all teachers on special professional assignment by the appropriate administrator shall be prorated on their annual salary.

5. Central Staff Professional Librarians are employed on a twelve-calendar-month basis with one month vacation with pay, and are not classified as teachers for tenure purposes.

6. A teacher appointed to substitute in an administrative or supervisory position shall be paid his/her teaching salary plus $10.23 per working day for a short-term emergency period. When the teacher assumes full responsibility for the position for an extended period of time, he/she shall receive the pay of the regular appointment.

7. Supervisors of interns will receive in addition to their regular salary:
   - a. One intern ................................................. .04 x Base
   - b. Two interns .............................................. .06 x Base

8. Coordinators in horticultural instruction shall receive .16 x Base in addition to regularly established salary.
9. Differentiated staff positions shall be paid according to the following schedule:
   a. Curriculum Associates and School Directors shall be paid
      (1) their regularly established salary as fixed on the adopted salary schedule, plus
      (2) 15 percent of the BA minimum as an additional responsibility factor, plus
      (3) 1/190th of the yearly established salary (1) plus (2) of the individual for each of his/her days beyond 190 days additional work.
   b. Coordinating Teachers shall be paid
      (1) their regularly established salary as fixed on the adopted salary schedule, plus
      (2) 8 percent of the BA minimum as an additional responsibility factor, plus
      (3) 1/190th of the yearly established salary (1) plus (2) of the individual for each of his/her days beyond 190 days additional work.
   c. Staff teacher - same as regular schedule only starts on Step 4 of regular salary schedule.
10. Teachers of Outdoor School shall receive an additional $100 per weekly session expense reimbursement.
11. Head high school and head middle school librarians shall be placed by the District on a work year of 210 days. Any other librarians may be placed on a work year of up to 210 days. All counselors shall be placed by the District on a work year of 200 days and may be placed by the District on a work year of up to 210 days.
12. Teachers assigned extended responsibilities as set forth in Appendix C, attached to and incorporated in this Agreement, shall be compensated in accordance with the provisions of this Agreement without deviation.
## Appendix C
### Extended Responsibility Schedule

<table>
<thead>
<tr>
<th>Position</th>
<th>Percent of Base</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Athletic Director</strong></td>
<td>30</td>
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<tr>
<td><strong>Assistant Athletic Director</strong></td>
<td>13</td>
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<tr>
<td><strong>Head Coach</strong></td>
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<tr>
<td>Football</td>
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<tr>
<td>Basketball</td>
<td>16</td>
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<tr>
<td>Gymnastics</td>
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<tr>
<td>Wrestling</td>
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<td>Baseball</td>
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<td>Softball</td>
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<tr>
<td><em>Swimming</em></td>
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<td><em>Tennis</em></td>
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<tr>
<td><em>Golf</em></td>
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<tr>
<td><strong>Dance &amp; Drill</strong></td>
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<td>Basketball</td>
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<td>Gymnastics</td>
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<td>Golf</td>
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<tr>
<td><strong>Department Chairman (B)</strong></td>
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<tr>
<td><strong>Department Chairman (C)</strong></td>
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<tr>
<td><strong>Drama (A)</strong></td>
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</table>
For 1979-80 "Base" shall be deemed to be $11,000; for 1980-81 "Base" is the number set forth in the Salary Schedule table under the "BA" column at Step 1. Principals or Area Superintendents, as the case may be, shall determine the level of placement in those categories having more than one level, following consultation with teacher or teachers involved. Grade
level teaching assignment shall not determine placement on Appendix C. "Special Projects" levels shall be so determined in light of budgeted funds available.

Head Librarians/Media Specialists, when designated, shall receive extended responsibility pay as Department Chairmen.

*If responsibilities include both boys' and girls' teams with no assistant coach, the percent of Base shall be 12.
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PORTLAND ASSOCIATION OF TEACHERS, By:

Barbara S. Donin, President

Glenn Hill, Team Member

Sharon Green, Team Member

Mary O'Brien, Team Member

Phyllis Rupp, Team Member

Roger W. Gray, UniServ Consultant

Randy Ventgen, UniServ Consultant

SCHOOL DISTRICT NO. 1, MULTNOMAH COUNTY, OREGON, By:

Frank McNamara, Board Member

Gerald L. Morford, Director of Employee Relations

Attest: Robert W. Blanchard, Superintendent and School Clerk

Dated this 10th day of September, 1979.
DIRECTOR OF EMPLOYEE RELATIONS
PORTLAND PUBLIC SCHOOLS
P.O. BOX 3107
PORTLAND, OR. 97208

Gentlemen:

We have in our file of collective bargaining agreements a copy of your agreement(s):

MULTNOMAH CNTY OR SCH DIST 1 TEACHERS

Would you please send us a copy of your current agreement—with any supplements (e.g., employee-benefit plans) and wage schedules—negotiated to replace or to supplement the expired agreement. If your old agreement has been continued without change or if it is to remain in force until negotiations are concluded, a notation to this effect on this letter will be appreciated.

I should like to remind you that our agreement file is open for your use, except for material submitted with a restriction on public inspection. You may return this form and your agreement in the enclosed envelope which requires no postage.

Sincerely yours,

Janet L. Norwood
Acting Commissioner

If more than one agreement, use back of form for each document. (Please Print)

1. Approximate number of employees involved ______________ 3000

2. Number and location of establishments covered by agreement ______________ 114 Multnomah County, Oregon

3. Product, service, or type of business ______________ educational institution

4. If your agreement has been extended, indicate new expiration date ______________ June 30, 1981

Gerald L. Morford Director of Employee Relations 503 249-2000

Your Name and Position Area Code/Telephone Number

501 N. Dixon P. O. Box 3107 Portland, OR 97208

Address City/State/ZIP Code

BLS 2452 December 1976

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