7-1-1981

Multnomah County, Oregon School District No. 1 and Portland Association of Teachers, Oregon Education Association, National Education Association (1981)
Multnomah County, Oregon School District No. 1 and Portland Association of Teachers, Oregon Education Association, National Education Association (1981)

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1981-83 AGREEMENT

BETWEEN
PORTLAND
ASSOCIATION
OF TEACHERS
AND
SCHOOL
DISTRICT NO. 1,
MULTNOMAH
COUNTY,
OREGON
# 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 14th DAY
OF APRIL, 1981, 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,
HEREINAFTER CALLED THE "DISTRICT."

WITNESSETH:

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

WHEREAS, the members of the teaching profession are
particularly qualified to assist in formulating policies and pro-
grams 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 Appendices 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, audiovisual 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 rights.

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 (1) hour release time per week without pay to no more than one (1) 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. The representative may attend meetings of a building coop committee or faculty senate when the building administrator attends such meetings.

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. The Association agrees not to use its rights under this section for the purpose of collective bargaining with the Board or any of its members. Prior to the commencement of each meeting the Association shall be provided a copy of the 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 to the Committee 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. Such meetings shall constitute an "informal grievance" hearing if the issue concerns an action of a central administration office having impact on teachers and qualifies as a grievance under the terms set forth in Section 1.1 of Article 6 of this Agreement. If, after seven (7) days, the issue is not resolved, the Association may file a formal grievance at Level III.

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 (1) teacher in each school building as faculty representative. If more than one (1) 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 (1) 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.

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 shall continue, with respect to teachers, to provide the separate grievance procedure in existence with respect to issues arising solely under policies and regulations other than this Agreement, or regarding matters which are not employment relations as defined by law.

SECTION 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 a formal written complaint setting forth the material required by Section 3, Paragraph 6, at the office of the teacher’s supervisor.

Step 2
Within seven (7) days the grievance shall be discussed by the supervisor and the teacher and, if requested by the teacher, up to two (2) persons approved by the Association, only one (1) of which can directly participate in this or other subsequent conferences.

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

Step 4
In the event no settlement occurs at Step 3, either the teacher or the Association shall file with the Area Superintendent or equivalent, 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 or Equivalent

An Association grievance affecting teachers at more than
one (1) building within an Area or program shall be initiated by the filing of a formal complaint in accordance with Section 3, Paragraph 6, by the Association at this level.

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

Step 2
Within seven (7) days of the hearing the Area Superintendent or equivalent 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 Deputy Superintendent for Personnel, 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 (1) area or the Association itself shall be initiated at this level by the filing of a formal complaint in accordance with Section 3, Paragraph 6 by the Association at this level. (See Step 2(a).)

Step 1 (a)
Appeals of Level II grievances shall be heard by the Deputy Superintendent or designee in a meeting between the District and the Association within seven (7) days after receipt of the appeal.

Step 1 (b)
If the meeting results in the grievance being settled, the Deputy Superintendent shall provide the parties with a summary of the settlement within seven (7) days of the meeting.

Step 1 (c)
If the grievance is not settled at the meeting, the Deputy Superintendent shall forward to the Superintendent and the
parties a recommended decision within seven (7) days of the meeting. (See Step 3.)

Step 2(a)
A hearing involving the participants shall be held within seven (7) days of the filing of an initial formal complaint at Level III by the Deputy Superintendent for Personnel or his designee at a mutually acceptable place and time.

Step 2(b)
Within seven (7) days of the hearing the Deputy Superintendent for Personnel or designee shall notify the Association of his recommended decision in writing and the reasons therefor.

Step 2(c)
In the event no settlement occurs at Step 2(c), the Association shall file with the Superintendent, within seven (7) days of 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.

Step 3
The Superintendent shall make his recommendation to the Board with copies to the parties within seven (7) days of receipt of the Deputy Superintendent’s recommended decision.

Step 4
The Board shall act on the Superintendent’s recommendation within seven (7) days of receipt of the recommendation, unless the next regularly scheduled Board meeting falls outside the seven (7) days.

Step 5
Within seven (7) days following the Board decision on the grievance, a written response, with the reasons therefor shall be delivered to the Association.

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 Board modifies a Level I, II or recommended Level III 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 (5) 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 (1) name from the list supplied until one (1) 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 the 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 hereof, the decision of the arbitrator shall be final and binding, so long as: (a) the provisions of this grievance procedure have been followed both procedurally and substantively; (b) the grievance is within the definition of a grievance, unless otherwise agreed to by the parties; (c) it is based on substantial evidence; and, (d) it is 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 I 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 18.1.1), 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 or the District if both request this service. If only the District requests such additional service, it shall bear the cost and, if only the 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.

SECTION 3 - (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 processes necessary or proper for the initiation or continuation of an arbitration under these rules and for any court action in connection therewith or the entry of judgment 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.**
   a. The arbitrator shall first hear and rule in writing on questions of procedural and substantive arbitrability. Grievances in order to be arbitrable must have been processed according to this grievance procedure. Grievances must include only those issues described in Section I, 1. of this grievance procedure. Grievances shall be heard unless the contract clearly is not susceptible to the interpretation cited in the grievance. Ambiguity shall result in the grievance being considered. However, Article 7, Article 9 and Article 25 contain specific exclusions to arbitration. Grievances involving only Article 7A, 7B, 9A.4 and 25E are not subject to arbitration. Likewise Article 8C provides a guideline excluding evaluation arbitrations involving only “a good faith difference in professional opinion as to its correctness.”
   
   b. The written decision on arbitrability shall be delivered to the parties before a hearing on the merits, unless it’s mutually agreed by the parties otherwise.

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 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, or any other matter covered by this Agreement, 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 610.1 to 610.4 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 (1) 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 (2) weeks from the date or 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 multietnic education and instructional techniques with respect thereto). Claims of discrimination under this Article are limited to appeal only through Level III of the grievance procedure.
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 March 1, except that the December 6 date may be varied for “year-round” schools. In the event that a “shall not recommend re-election” evaluation is received on the March 1 evaluation, the teacher and/or administrator may request and have conducted an additional evaluation. Permanent teachers shall be evaluated at least once every other year, and the evaluation report shall be submitted by April 15 of the year of the 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.

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 the personal conference or within ten (10) days thereafter; one (1) copy is to be signed and returned to the administration, the other is to be retained by the 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 procedure described elsewhere in this Agreement within thirty (30) days of such report. A grievance relating to an evaluation of a teacher may be filed within the time, under the procedures and on the conditions described in Article 6 of this Agreement through Level IV, arbitration, regarding, but only to the extent that it alleges (1) bad faith or that an item is clearly untrue, (2) a violation of the procedural requirements of Article 8 and (3) a violation of the procedural requirements of the “Portland School District Teacher Evaluation Process” document.
printed as Storeroom Stock No. 67-6771, revised July 1, 1980, or amendments thereto or substitutions therefor adopted in accordance with Section F of this Article. The "procedural requirements" in said document are those under the captions "Procedural Steps," "Procedures for Teacher Evaluation," and "Performance Goals." Dismissal or non-renewal of teachers are not subject to the grievance procedures as provided below. If notice of an intent to dismiss a permanent teacher is given by the Superintendent, such teacher’s rights under this section shall cease, and the fair dismissal law and its procedures shall apply, provided that if the teacher is reinstated, the teacher’s right under this section shall likewise be reinstated. A grievance arbitration 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, or that the violation had no impact on the evaluation process. In addition, if an arbitrator determines that a teacher was not evaluated as described in C above, the arbitrator shall have no authority to grant the teacher any additional years of employment status, including permanent teacher status, beyond that which existed at the time the original evaluation occurred.

D. In the event the District retains any record of a complaint against the 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

The teacher may respond to any item placed in the teacher’s personnel file and said response shall become part of the file. A teacher may request and have granted that letters of warning and reprimands (excluding evaluations) be removed from his/her file if after three (3) years of being written no subsequent such entries have been made into the teacher’s personnel file.
F. Should the “Portland School District Teacher Evaluation Process” document, revised July 1, 1980, be amended by the District, in compliance with the procedures of ORS 342.850(2)(a) and (c), such changes shall adjust the previously existing affected sections of the document, while continuing to incorporate the underlying elements of the existing procedure.

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 non-renewal of probationary teachers’ contracts or temporary teachers’ employment or special salary placement under Appendices B and C.

B. Whenever a teacher is directed to appear before an Area Superintendent, the Superintendent, a member of his immediate 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

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abolishment of position or to duties for which there are special salary placements under Appendices 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 which are intended to be filled the subsequent school year or for the beginning of the second semester, excluding vacancies in temporary positions and replacements for personnel on leaves, 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.
   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 a transfer:

1. May secure a copy of the transfer request form from the building office or the Office of Personnel Services.
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, transfer of staff will be based on educational criteria as described below with respect to the program requirements as determined by the District. Volunteers will first be requested and considered from among the staff members within the group or area from which transfer must occur. The decision on transfer may be based on any of the following educational criteria and will be given in writing, upon request, to the teacher at the time notice of transfer is given:
   (a) That a teacher(s) being retained has certification to teach a specific existing assignment being considered, or
   (b) That the transfer of a teacher(s) would be inconsistent with District affirmative action or racial balance objectives under the then established policies and goals of the District, including individual building objectives, or
   (c) That a teacher(s) being retained has significantly greater experience and training related to an assignment in the school, or
   (d) That a teacher(s) being retained has an extended responsibility assignment as defined in Appendix C which is an extension of a classroom subject taught, or is a department chairperson, head teacher or unit leader, or is
one of three other extra duty positions designated by the building principal. Such designation shall be done in May at each high school. The positions so designated must be only at the highest level of a given extended responsibility category and are those typically found at district high schools. A less senior teacher may be retained if any of these criteria apply in comparison with teachers with more seniority. Otherwise, transfer will be determined by length of service in the District. The criteria listed do not apply to administrative transfers initiated for reasons other than those specified in this paragraph 2.

3. In the event of a merger or combining in one school of classes or programs from several schools, teachers who have their school or program closed will be considered for retention in the school where their program or class is transferred, in accordance with the criteria described above.

4. In filling positions posted under B above, currently employed teachers will be considered before any outside applicants as follows:

a. Teachers who have been administratively transferred as a result of events described in D.2. will be placed first in posted vacancies for the subsequent school year, unless:

(1) They are not certified for the position, or
(2) The assignment of a teacher(s) would be inconsistent with District affirmative action or racial balance objectives under the then established policies and goals of the District, including individual building objectives, or
(3) The position includes an extended responsibility assignment as defined in Appendix C which is an extension of a classroom subject taught, or is a position for a department chairperson, head teacher or unit leader, or is one of the three extra duty positions which has been designated by the high school building principal as described in paragraph 2(d) of this Section D and which the applicant is not qualified to perform, or
(4) The teacher refuses the position. A teacher who waives an offer shall have no further such preferential consideration for placement.
b. A teacher who has been administratively transferred as a result of events described in paragraph 2 of this Section D, shall not on such occasion be placed in those schools identified in the Comprehensive Desegregation Plan adopted April 14, 1980, as heretofore or hereinafter amended, unless the teacher volunteers to be considered. Only the schools currently covered under the Plan shall be included under the parental involvement in teacher selection procedures and practices of that policy during the term of this Agreement. The foregoing restriction on transfeerees shall not apply should the District terminate the process of direct, specific parental involvement in establishing criteria, making recommendations or engaging in interviews of candidates with respect to the assignment of teachers to such schools authorized by Resolution No. X8714, adopted November 25, 1980, or any substitute therefor.

c. Once all teachers who have been administratively transferred as a result of events described in D.2. have been placed using the criteria listed in D.4.a., remaining vacancies will be filled by voluntary transfers or new hires.

d. When filling positions from voluntary transfers and outside applicants any of the following criteria may be used:

(1) That the applicants are properly certified for the assignment, or
(2) That the selection would be consistent with District affirmative action or racial balance objectives under the then established policies and goals of the District, including individual building objectives, or
(3) That a teacher selected has greater experience, training or preparation for a specific assignment, or
(4) That a teacher selected has greater experience and ability to perform the highest level of a high school extra-duty assignment found in all district high schools in 1980-81.

If qualifications are found to be equal, teachers requesting voluntary transfers will be chosen over outside hires.

E. If a decision to transfer a teacher is reversed by an
arbitrator, the teacher shall be reinstated to the building no later than the beginning of the next semester after the arbitrator’s decision.

ARTICLE 11
SCREENING PROCESS FOR ADMINISTRATIVE POSITIONS

In the selection of persons for certificated administrative positions as listed in Article 1 of this Agreement, exclusive of the Superintendent, central and area offices administrative staffs (continuing existing practice), 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 normal committees (continuing existing practice) shall include at least two (2) 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 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 and Regulations” shall be maintained at each building.

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

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 Five Dollars ($5) or to that portion in excess of Two Hundred Dollars ($200).

C. Student Discipline

1. The principal or professional staff designee with input from teaching staff shall develop a written procedure for handling student discipline. Such procedure must be in conformance with District policies and regulations. It shall include:

   a. Use by the teacher of individual teacher’s independent in-class expectations, rules, and plans for student management.

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

   c. That 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 professional designee is not available in which case the conference shall take place when the principal or professional designee becomes available.

   d. A procedure for handling students removed from class when the principal or professional designee is not available for a conference required by the teacher. Such procedure shall provide that only professional personnel shall have a decision making role in the handling of such students.
e. That if unacceptable student behavior continues, the principal and the teacher will develop and implement a mutually acceptable behavior correction plan involving as appropriate, the principal, teacher, student and parent(s) and other resource staff. The plan could include but would not be limited to behavior contracts, special education referral, involvement of appropriate community agencies, use of time out rooms or other activities. The plan would include the specific areas of concern to be addressed, a timeline for completion, and the responsibilities of the student, teacher, administrator and others.

f. If the plan ultimately does not result in a change in the disruptive behavior shown, other alternatives will be developed and implemented.

2. Printed copies of these specific building procedures shall be distributed to parents and staff members by October 16 of each year. The building discipline procedure shall be reviewed by the staff by June 1 of each year as input and will subsequently either be reaffirmed or adjusted by the principal.

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 pay 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 and 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 (12) months, beginning September and ending 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. The District shall complete reasonable Association forms and submit them monthly with the remittance to the Association.

C. Other Payroll Deductions

1. Upon appropriate written request from the 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, accumulated sick leave and retirement contributions.

ARTICLE 14
INSURANCE PROTECTION

A. Health and Welfare Trust

1. The District and the Association agree to continue participation in the School District No. 1 Health and Welfare Trust per the Trust Agreement as adopted November 9, 1972 and any amendments thereto. 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 any of the cost for full-time teachers and dependents participating in 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 District payment in excess of $125 per month for any teacher during
1981-82 or in excess of $162.50 per month for any teacher during 1982-83. 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 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 $45 per month in 1981-82, and $60 per month in 1982-83, 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. Self-pay for such premium cost shall be available for qualified early retirees exercising this option prior to age sixty (60).

4. The District shall make a contribution to the Health and Welfare Trust in accordance with paragraph 2 of this Section for two (2) months following the end of the standard work year, as defined in Article 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.

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 course work at accredited colleges or universities taken subsequent to certification. Vocational instructors may receive credit for technical course work taken at a community college. Such courses shall be relevant to the teacher’s field of preparation and to service as a teacher in this District.
2. In order to receive a salary adjustment applicable to current school year, a teacher must, by October 31, provide the Office of Personnel Services with proof of completion of course work. Such course work must have been completed by the beginning of the school year. Salary adjustments when applicable, will be made retroactive to the beginning of the school year. Proof received after October 31 will be accepted providing the teacher produces evidence that he/she requested verification from the college or university prior to September 15.

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.

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 course work 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.

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 $120,000 for 1981-82 and $140,000 for 1982-83 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. Sixty percent (60%) of the funds shall be appropriated and made available during the first semester, the remaining forty percent (40%) is to be made available on the first day of the second semester.

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. The report shall list the total number of applications made, the number granted and the amount of monies requested and the amount granted. This shall be broken down by elementary, secondary and miscellaneous groupings as described below. This report should be available by May 15 of each year.

F. 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. Under this Agreement, the following suggested guidelines
shall be considered, (1) Eighty percent (80%) of the funds each year shall be made available to teachers assigned to specific school buildings, pro-rated to areas based on the number of teachers; (2) Twenty percent (20%) will be available to teachers not assigned to specific school buildings but to district programs; (3) Of the proportion going to teachers in specific district buildings two-thirds (2/3) will be available to elementary teachers (Pre-K-8) and one-third (1/3) to high school teachers (9-12); (4) Out-of-state trips ($500 limit) will be available to teachers only once every three (3) years; (5) Applications for funds cannot be submitted to building principals and supervisors before June 1 for the first semester and January 1 for the second semester; (6) Applications must be processed within one (1) week of being submitted by the teacher; (7) These funds will not be available to temporary teachers.

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 of 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 (2%) nor, providing there are qualified applicants, fall below one-half of one percent (.5%) 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 his/her 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 (1/3) 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 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 Office of Personnel Services 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 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 530.71 and 530.75 are valid.

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 L.2, as well as any such leave or
“change of status” granted to non-permanent teachers, is
such an extended leave if the leave is commenced more than one (1) 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 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 immediate 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.
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.

2. For purposes of this Section only it shall be considered
that a teachers “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. This
Section shall not apply and such deduction will not be made
for teachers who provide statements showing that during the
summer they are customarily self-employed, employed or
would be employed except for the work related injury.

D. Absence Due To Quarantine

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
(1/2) 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 one (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
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
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 in religious observances during the work day.

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 three (3) days leave per year, with loss of pay, for personal reasons.
   b. Except in cases of emergency, the request for 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 leaves for up to one (1) year shall be granted to a permanent teacher. The leave may, upon written request, be extended for another school year. Probationary teachers shall be granted a change of status to temporary teacher.
   b. After the termination of pregnancy, a probationary or permanent 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
      Teacher 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 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. Upon 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. Local Building Fund
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. District Mileage Fund
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 22 1/2¢ per mile (current IRS rate). If during the contract, the IRS rate increases, the District will increase its rate to that new amount, within thirty (30) days of the effective date of the new IRS amount. A certificate of insurance as described in Article 14B (Liability Insurance) shall be required as a condition for mileage reimbursement.
ARTICLE 20
WORK DAY/WORK YEAR AND SCHOOL CALENDAR

A. Work Day

1. The normal work day for teachers shall begin fifteen (15) minutes before the opening of school and shall end fifteen (15) minutes following dismissal of students from the last regular period of the school day. No teacher shall be required to report prior to 8:00 A.M. or be required to remain longer than 4:00 P.M. If the District wished to stagger starting time, teachers in some buildings could be required to report up to fifteen (15) minutes before 8:00 A.M. If the District wished to exceed the fifteen (15) minutes, that issue would be the subject of an immediate contract administration meeting in accordance with Article 5B. The number of hours worked daily by teachers during this contract shall not exceed the practice in each respective building or job program during the average of 1979-80 and 1980-81 school years. 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 days teachers are to report to work. Such a normal work day shall include a minimum one-half (1/2) 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. Regularly scheduled parent conference days for elementary schools are not covered by this Section.

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 staff and department meetings, program change meetings, open houses and special meetings for community problems and
projects. Inservice courses offered for credit are not expected to occur in such meetings. The administration shall be reasonable in the expectancy of teacher participation in conferencing and meetings that occur outside the normal work day and in scheduling length and frequency of such activities, and shall provide adequate notice prior to conducting such activities.

4. The work day for teachers employed less than full time shall be based as nearly as reasonably possible on the equivalent portion of the instructional 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:

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

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. Extended responsibility assignments, extra duty assignments for which the teacher receives compensation, and voluntary attendance at inservice classes are excluded from the foregoing sections of this Article.

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 or as a result of reopened negotiations authorized by this Agreement or agreed to by the parties. Nothing shall impose any obligation on the District to compensate teachers for absences resulting from concerted work stoppage.

ARTICLE 21
REDUCTION IN TEACHING STAFF/LAYOFF

In the event that the District determines to reduce the number of teaching staff due to a tax base or levy failure, declining enrollment or change in funding, such reduction shall be as follows:

A. The District will provide the work force with appropriate announcement offering the opportunity for teachers who would not otherwise be laid off to voluntarily
apply for a one (1) year unpaid personal leave of absence. Such teachers shall have the same rights to return to the District as those teachers on other personal leaves of absence. Such teachers may re-apply for another such leave in subsequent years. It is the assumption of the parties that teachers taking this leave will not be eligible for unemployment compensation. In the unlikely event anyone on such leave did qualify for unemployment compensation, that individual’s leave may be cancelled by the District.

B. If reduction of teaching staff becomes necessary, the order of layoff shall be as follows:
   1. Temporary teachers, then
   2. Probationary teachers, then
   3. Permanent teachers.

C. Temporary and probationary teachers will be laid off according to length of service with the District providing that those teachers who are retained hold necessary certification. Length of service shall be determined by the last date of hire (seniority date). If such date is the same for two (2) or more teachers, then the date of the District’s offer of employment shall be the determiner. If two or more teachers have the same date of offer of employment, those to be chosen shall be determined by predetermined lot (done prior to the effective date of layoff).

D. Reduction of permanent teachers shall be based on seniority and the holding of necessary certification. Exceptions to seniority can be made on the basis of merit. Merit is defined as:
   1. A difference of three (3) years or more of experience in a specific grade level assignment or subject area assignment to be filled. (Subject area means one-half (1/2) or more of an available assignment).
   2. Three (3) years or more experience as department chairperson, unit leader or an extra duty assignment as listed in Appendix C, which is an extension of a classroom subject. The District may also designate district-wide three (3) high school positions on Appendix C that cannot be filled by remaining staff in the District by using the methods described above, as exceptions to seniority. If more than one
(1) teacher has the qualifications described above, the least senior teacher will be laid off.

E. Probationary teachers (not including temporary teachers) or permanent teachers whose employment is terminated by reason of reduction in staff shall be entitled to be recalled to positions they are certified to fill when a vacancy occurs, in the inverse order of layoff. The District's obligation to recall a teacher shall terminate following three (3) years of layoff status or upon refusal by a teacher to accept a position offered by the District or if the teacher resigns. Such teachers shall have the responsibility to, originally, notify the District of their interest in and willingness to be recalled. They must reaffirm such interest by notification to the District's Office of Personnel Services, in writing, on or before May 1 every year for three (3) years following their date of termination. If a teacher is recalled, the teacher must indicate his or her acceptance within five (5) days following receipt of the notice of recall and must report for work within thirty (30) days following receipt of such notice or be considered to have refused the position and, in doing so, shall relinquish any and all rights under this Agreement. A teacher who is recalled and returns to work shall return with the same probationary or permanent status, placement on the salary schedule and all other seniority-related benefits held prior to being laid off.

F. Exception to the criteria described above can be made if the layoff of a teacher(s) would be inconsistent with educationally based District affirmative action or racial balance objectives under the then established policies and goals of the District.

ARTICLE 22
PROFESSIONAL COMPENSATION

A. Retirement Contributions Assumed

With respect to all professional compensation earned for services performed on and between July 1, 1981, and June 30, 1983 (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 the amount legally authorized employee
contribution to the Public Employees Retirement Fund for
the teacher members then participating in the Public
Employes Retirement System (PERS) and the amount
legally authorized 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. 1981-82. Appendix A sets forth the basic annual
salaries for the 1981-82 school year and for “year-round”
school programs, exclusive of the retirement contribution
picked up.

2. For the 1982-83 school year and “year-round” school
programs, the following adjustments shall be provided:

a. The aggregate increases in basic annual salary above
the rates provided 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, with a minimum eight percent (8%) and a
maximum of ten and one-half percent (10 1/2%).

-57-
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, 1982, 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, 1982, and receive any applicable annual increments or longevity increases.

c. As used in this Article the CPI shall be the April to April Portland 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.

d. Following the development of the salary schedule as defined in “a” above, an additional two percent (2%) shall be applied to each step of the schedule.

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 three percent (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.

For the 1982-83 salary schedule, movement to this step shall be without such a waiting period.

D. Supplement in Lieu of Increment

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 Three Hundred Dollars ($300) per year above his/her basic salary. A part-time teacher similarly situated shall receive an amount proportional to Three Hundred Dollars ($300). For
the 1982-83 year this amount shall be Three Hundred Fifty Dollars ($350).

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 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 (8) 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 Appendices 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.

6. Salary payments for extended responsibility assignments of a seasonal nature, such as coaching, shall be made on a pro-rated basis over a three month period during the season or in a lump sum at the end of the season, whichever is selected by the teacher. In addition, if a teacher has actually started the seasonal extended responsibility assignment during a school year, except for insufficient student participation, he/she will receive the entire salary due for that assignment unless the teacher is physically unable to perform.

ARTICLE 23
RETIREMENT ALLOWANCES; SEVERANCE PAY

A. For net severance pay credits accrued on and between July, 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 (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 reasons of the equalization provisions of ORS Chapter 239, such request, if implemented by the Public Employees 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. A teacher who has completed fifteen (15) consecutive years of service with the District and is at least fifty-eight (58) and not more than sixty-one (61) years of age shall have the option of an early retirement program which will provide the teacher Three Hundred Twenty-Five Dollars ($325) per month. Such payments will terminate after forty-eight (48) months or the end of the month in which the teacher reaches the age of sixty-two (62), whichever is first. A teacher exercising this option must give written notice thereof to the Office of Personnel Services no later than sixty (60) days prior to his/her retirement date. In the event of layoff as described in Article 21, the fifteen (15) years of consecutive service requirement would be reduced to ten (10).

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 or building coop committees or faculty senates within 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 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 Council 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 (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 Agreement shall be construed to reduce the position (an established, significant working condition that is a mandatory subject for bargaining) 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.

E. A grievance may not be filed to the extent that it includes (a) matters on which the Board has no authority to act; (b) claimed violations of laws, rules or regulations imposed upon the District by higher authority; or (c) any matter within the exclusive jurisdiction of the Employment Relations Board.

ARTICLE 26
DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 1981, and continue in effect through June 30, 1983, except for Articles 10 and 21 which will take effect immediately upon ratification of this Agreement by both parties.
For 1982-83, implementation of the provisions of Articles 14 (Insurance), 15 (Professional Growth), 16 (Professional Conferences), 17 (Sabbatical Leave), 18 (Professional Leave), 19 (Mileage), 20 (Work Year), 22 (Professional Compensation), Appendices A on salary schedule, B on special salary provisions, C on extended responsibility schedule, shall be contingent upon the approval by the voters of a new tax base or a special or serial operating levy in an amount specified by the Board and held prior to July 1, 1982.

If the tax base, special or serial operating levy is approved, the above provisions will be implemented. If there is not voter approval, the District's option to not implement these economic provisions of the contract may be exercised by giving the Association a written notice by July 15, 1982. In this event, the parties agree to reopen negotiations regarding each of these named economic provisions.
## APPENDIX A

### SALARY SCHEDULE 1981-1982

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Longevity Maximums

|                | 19734 | 20088 | 20370 | 22143 | 22532 | 23471 | 24547 | 25418 |

**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 percent (3%), except that if in 1981-82 he/she is on columns for BA + 90/MA + 30 or BA + 105/MA + 45, such factor shall be 3.5 percent (3.5%). However, in 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 1981-82 column at all times.

+$500 for Doctor's Degree
1. Shop foremen at Benson shall receive 12 percent (12%) 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 $15.83 per instructional hour; provided, however, that no teacher who teaches in a regular day school for more than two (2) hours per day or five (5) hours in any one day of the week shall be considered an hourly teacher. Home instruction teachers shall receive $11.98 per hour. Those with degrees shall receive $13.49.

3. Rate of pay for teachers of inservice classes shall be $283.00 per credit hour.

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 $11.57 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. Teachers of Outdoor School shall receive an additional $175 per weekly session.

10. 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.

11. 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.

12. Rates of pay for summer school teachers shall be $233 per week for half-day teachers and $407 per week for full day teachers.

With respect to 1982-83, the above rates will be increased at the same percentage as that applied to each salary step on the salary schedule.
# APPENDIX C
## EXTENDED RESPONSIBILITY SCHEDULE

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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.

For 1982-83, the parties agree to the development and implementation of an objective data formula for determination of rates paid coaches. An individual coach will not be compensated at a rate less than that paid in 1981-82.
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PORTLAND ASSOCIATION OF TEACHERS, By:

Glenn E. Hill, President

Sharon D. Gray, Team Chairperson

Craig Holm, Team Member

Carol Probasco, Team Member

Kathy Voldbaek, Team Member

Roger W. Gray, Uniserv Consultant

Randy Ventgen, Uniserv Consultant

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

Forrest Rieke, Board Chairperson

Frank McNamara, Board Member

James J. Patric, Superintendent

Donald D. McElroy, Deputy Superintendent

Gerald L. Morford, Director of Employee Relations
DIRECTOR OF EMPLOYEE RELATIONS
PORTLAND PUBLIC SCHOOLS
P.O. BOX 3107
PORTLAND, OR. 97208

PREVIOUS AGREEMENT EXPIRED
JUNE 30, 1981

Respondent:

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

MULTNOMAH CNTY OREG SCH DIST 1 TEACHERS
WITH EDUCATION ASSOCIATION: NATIONAL OREGON

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
Commissioner

PLEASE RETURN THIS LETTER WITH YOUR RESPONSE OR AGREEMENT(S).

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

1. Approximate number of employees involved

2. Number and location of establishments covered by agreement

3. Product, service, or type of business

4. If your agreement has been extended, indicate new expiration date

Your Name and Position

Area Code/Telephone Number

Address

City/State/ZIP Code

BLS 2452 (Rev. May 1981)