7-1-1983

Multnomah County, Oregon School District No. 1 and Portland Association of Teachers, Oregon Education Association, National Education Association (1983)
Multnomah County, Oregon School District No. 1 and Portland Association of Teachers, Oregon Education Association, National Education Association (1983)

Location
Multnomah Co., OR

Effective Date
7-1-1983

Expiration Date
6-30-1986

Number of Workers
3100

Employer
School District No. 1, Multnomah County, Oregon

Union
Portland Association of Teachers

NAICS
61

Sector
Local government

Item ID
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Keywords
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Comments
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AGREEMENT

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

1983-86

# 830278
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x 6/86
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PROFESSIONAL AGREEMENT BETWEEN
THE PORTLAND ASSOCIATION OF TEACHERS
AND
SCHOOL DISTRICT NO. 1
MULTNOMAH COUNTY, OREGON


WITNESSETH:

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

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

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

IT IS HEREBY AGREED AS FOLLOWS:

ARTICLE 1
STATUS & EFFECT OF AGREEMENT

A. The Board recognizes the Association as the sole and exclusive collective bargaining representative for all certified teaching personnel employed or to be employed in 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 & C of this Agreement. Such recognition excludes the Superintendent and the Central Office Administrative Staffs, Principals, Vice-Principals, Administrative
Assistants and persons ordinarily engaged at least 50% of the
time in administration, supervision or evaluation of 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. One page of the Agreement will
contain the Association name, address, telephone number and
officers.

D. The parties acknowledge that during the negotiations which
resulted in this Agreement, each had the right and opportunity to
make demands and proposals with respect to any subject
appropriate for bargaining, and that the understandings and
agreements arrived at by the parties after the exercise of that
right and opportunity are set forth in this Agreement. The parties
mutually agree that the terms and conditions set forth in this
Agreement incorporates the entire understanding and
agreements of the parties on all matters which were the subject
of negotiations. The Board and the Association agree that,
during the term of this Agreement, the other shall not be
obligated to negotiate or bargain collectively with respect to any
such matter, whether or not covered by this Agreement. The
Agreement may be altered, changed, added to, deleted from or
modified only through the voluntary, mutual consent of both of
the parties in amendment thereto.

E. Nothing contained in this Agreement or mutually relied on in
bargaining will be interpreted and/or applied so as to eliminate
or reduce any current management right or established working
condition that is a mandatory subject for bargaining. The Board,
however, may otherwise reserve the right to unilaterally change
its policies relating to all matters which do not involve mandatory subjects of bargaining.

F. Should any Article, Section or clause of this Agreement be declared illegal by a court or agency of competent jurisdiction, said Article, Section or clause, as the case may be, shall be automatically deleted from this Agreement to the extent that it violates the law, but the remaining Articles, Sections and clauses shall remain in full force and effect for the duration of this Agreement, if not affected by the deleted Article, Section or clause. The subjects of the deleted provisions and the affected provisions shall be subject to further collective bargaining during the term of this Agreement with respect to the period covered by this Agreement.

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

H. The Association shall continue to be the exclusive collective bargaining representative, as provided in Section A of this Article, during the term of this Agreement unless, under applicable law, some other method of representation or some other applicable representative is elected. Should another method or representative of the 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

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

A. The Association or its representatives shall have the right to transact official Association business in 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; use the District mail service and teacher
mail boxes for communications, and place small symbols on such mail boxes but limit the size of logos to one inch (1") or less, and larger logos that are presently displayed should be replaced with the new ones. 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 make brief announcements as a scheduled item on the agenda of any faculty meeting, or at any other required meeting, if held, in the event two (2) or less faculty meetings are held in any month.

D. Faculty Representatives Meeting

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) week advance written notice shall be furnished to the Superintendent of a meeting and it shall not be called for a day when other teacher absences eliminate the availability of a sufficient number of substitutes. One (1) faculty representative within a building shall be given one (1) period of release time per week during the work day at a regularly scheduled time, established by the principal, provided the principal in his/her discretion determines that a teacher or administrator within the building is available to supervise the students of the faculty representative.

E. Building Committees

Any general standing faculty-administration, or administratively appointed faculty committee, or faculty senate, or coop committee, at the building level, shall include the Association faculty representative or his/her designee as a member.

F. Orientation Programs

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

The Association shall be provided time on the agenda of each regular Board meeting for brief comments. If the Association has a formal presentation it shall be afforded a reasonable amount of time as determined by the Board. By noon of the fourth calendar day prior to the meeting, the Association shall notify the Office of the Superintendent of the proposed length of the Association’s formal presentation, the subject matter thereof, and any specific action to be requested from the Board or administration at the meeting. The Association agrees not to use its 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 “Agenda of Board of Education” and any informational material that appears appropriately related to an issue with which the Association is involved.

H. Instructional Program Discussion

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

ARTICLE 3
MANAGEMENT RIGHTS

Subject to the expressed terms of this Agreement, the Board and its designees hereby retain and reserve unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws of the State of Oregon, including the functions and programs of the District, its standards of services and education, its overall budget, utilization of technology and its organizational structure, the selection, direction and assignment of its personnel, the use of its facilities, and all areas of discretion in matters of inherent managerial policy.
ARTICLE 4
NEGOTIATION 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. The Association shall submit its initial proposal for a successor agreement to the District before the winter recess period prior to the expiration of this Agreement. The parties agree to enter into collective bargaining over the successor agreement no later than the first teacher work week in January of any affected year. The District will submit initial counter proposals and other proposed contract changes to the Association no later than the end of the first teacher work week in February. The parties shall meet to negotiate the terms of the successor agreement in accordance with the procedures and conditions set forth in Oregon law and this Agreement. These timelines may be adjusted by mutual consent.

D. Release time without pay shall be allowed to a maximum of five (5) Association representatives to the Committee for such bargaining meetings. Up to two (2) representative(s) representing the Association may be released from teaching responsibilities for full time, but without pay from the District.

ARTICLE 5
ADMINISTRATION OF AGREEMENT

A. Administration Meetings

1. Meetings between designated representatives of the District and the Association shall normally be held monthly for the purpose of reviewing specific problems relating to this Agreement. Such meetings are not intended to bypass the grievance procedure. Such meetings shall constitute an "informal grievance" hearing if the issue concerns an action of a central administration office having impact on teachers and qualifies as a grievance under the terms set forth in Section A.1. of Article 6 of this Agreement. If, after seven (7) days, the issue is not resolved at one or more meetings, the Association may file a formal grievance at Level 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. Release time without pay shall be provided to a maximum of three (3) Association representatives for attendance at such meetings.

B. Amendment of Contract
Should an administration meeting result in a mutually acceptable amendment of the present contract, then said amendment shall be subject to ratification by the Board and the Association, provided that the designated representatives shall be empowered to effect temporary 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
At the request of the Association designated building faculty representative or the principal, a monthly meeting shall be held for the purpose of reviewing the administration of this Agreement as it pertains to that building and resolving problems thereunder which may arise. By mutual consent, an additional representative and/or administrator may attend such meeting.

ARTICLE 6
GRIEVANCE PROCEDURE

SECTION A - Definitions, Time 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 case of an assignment, or other continuing classification or condition, a grievance concerning either past or future
effects thereof shall have been commenced within thirty (30) days of the grievant's first knowledge thereof.

3. "Day" is defined as a working school day. During the summer recess, a "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. A grievance may not be filed to the extent that it includes (a) claimed violations of laws, rules or regulations imposed upon the District by higher authority; or (b) any matter within the exclusive jurisdiction of the Employment Relations Board.

6. 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 B - General Procedures

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

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

3. Individual Adjustment.
Any teacher may file and process a grievance through Level II of this procedure and have said grievance adjusted without the intervention of the Association if:

a. The adjustment is consistent with the terms of this Agreement; and

b. The Association, or its designated faculty representative at Level I, has been notified in advance of and given opportunity to be present at all meetings held pursuant to this Article. Any such grievance decision shall be
forwarded to the Association.

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

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

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

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

8. **Contents of Grievance.**
   The written formal grievance filed at any level shall contain the specific Agreement article, section and paragraph that has allegedly been violated (e.g., Article 18.1.1.), a short statement of the facts giving rise to the violation and the relief sought. The written response shall include the decision and the rationale for such decision.

9. **Minutes.**
   Except at Level I, Step 1, appropriate minutes shall be kept at District expense of proceedings at all levels of this procedure. Such records shall be available to all parties. Additional records or transcription of the proceedings may be made by the Association or the District if both request this service. If only the District requests such additional service, it shall bear the cost and, if only the Association requests such service, the Association shall pay the cost thereof.

10. **Separate Files.**
    All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file which shall constitute a "personnel file" within the meaning of the confidentiality provisions of ORS 342.850. Access to those files shall be limited to those directly involved in the case.
11. **Forms.**
Grievance forms shall be prepared jointly by the administration and the Association and given appropriate distribution so as to facilitate operation of the grievance procedure.

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

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

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**SECTION C - 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 B, Paragraph 8, 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, one (1) of which shall be designated as the official representative for the teacher.

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

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

Level II. Executive Deputy Superintendent

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

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

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

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

SECTION D - Arbitration

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

1. Requesting an Arbitrator.

Within seven (7) days of the receipt of a final Level II response or decision, the Association 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 District. 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.

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

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

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

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

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

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

The parties may provide by written agreement for the waiver of oral hearings.
9. **Time and Place.**
   The arbitrator shall fix the time and place for each hearing. At least five (5) days prior thereto, s/he shall mail notice of the time and place thereof to each party.

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

11. **Serving of Notices.**
    Each party shall be deemed to have consented and shall consent that any papers, notices or processes necessary or proper for the initiation or continuation of an arbitration under these rules and for any court action in connection therewith or the entry of judgment 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 Employee Relations Department or the Office of the Association as applicable.

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

13. **Arbitrability; Review of Arbitrator Decision.**
    Upon request of either party, the arbitrator shall first hear and rule in writing on questions of procedural and substantive arbitrability. Grievances, in order to be arbitrable, must have been processed according to this grievance procedure. Grievances must include only those issues described in Section I of this grievance unless
otherwise agreed to by the parties. Grievances shall be
heard unless the contract clearly is not susceptible to the
interpretation cited in the grievance. Ambiguity shall result in
the grievance being considered. If neither party requests a
separate hearing on grounds of arbitrability, and if the
arbitrator still rules that a grievance is not arbitrable, s/he
shall not comment on the merits of the grievance in any way.

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.

15. Substitute Arbitrator.
If any arbitrator shall resign, die, withdraw, refuse or be
unable or disqualified to perform the duties of the office, it
shall be vacant and the matter may be reheard by a new
arbitrator. A party desiring to fill such vacancy and continue
arbitration must give notice thereof to the other party 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, the fact that the teacher's residence is outside the
District, or as otherwise provided by School Board policy.
However, this provision shall not be construed to prevent the
following:

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1. District participation in programs conducted in an effort to increase opportunities for minority groups, subject to the provisions of this Agreement.

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 other distinctions authorized by law including retirement requirements.

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

4. It is the intention of the parties that the interpretation given to this Article shall be consistent with the proper interpretation of the provisions of the Oregon Fair Employment Practices Law contained in ORS 659.028 and 659.030.

B. Academic Freedom

The District's academic freedom policy shall be published annually in the Teacher's Handbook. This provision, however, shall not be construed to limit the District's rights or time of changes in setting and modifying instructional objectives and in adopting changes in curriculum. The procedure described in the District's academic freedom policy shall be followed (e.g., provision of a teacher panel for the evaluation of other teacher's professional judgments when differences of opinion arise about instructional matters or outside speakers). The procedure delineated in the relevant administrative regulation for that policy shall be subject to the grievance procedure provided for in Article 6 of this Agreement.

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. Permanent teachers shall be evaluated at least once every other year, and the evaluation report shall be submitted by May 1 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. No member of the bargaining unit shall be the individual responsible for the evaluation or supervision of another member of the unit.

B. 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, s/he may put his/her objections in writing and have them attached to the evaluation report, to be placed in his/her personnel file. Such written objections shall normally be made within thirty (30) days of receipt of the evaluation. In the event the teacher desires to have other relief from such report, s/he shall utilize the grievance procedure within thirty (30) days of such evaluation report.

C. A grievance relating to an evaluation of a teacher may be filed under the provisions of Article 6 to the extent that it alleges:
   1. bad faith or that an item is clearly untrue, or
   2. a violation of the procedural requirements of this Article, or
   3. a violation of the procedural requirements of the “Portland School District Teacher Evaluation Process” document printed as Storeroom Stock No. 67-6771, revised September 21, 1981, or amendments thereto or substitutions therefor adopted in accordance with Section H of this Article. The “procedural requirements” in said document are those under captions “Procedural Steps,” “Procedures for Teacher Evaluation,” and “Performance Goals.”

D. If notice of an intent to dismiss a permanent teacher is given by the Superintendent, the fair dismissal law and its procedures shall apply. If the permanent teacher is reinstated as a result of the fair dismissal proceedings, the teacher’s rights under this Article shall also be reinstated.

E. 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 it is shown that a violation of process had no impact on the evaluation. In addition, if an arbitrator determines that a probationary teacher was not evaluated as described in C. above, the arbitrator may reinstate the teacher but 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. Thus the arbitrator shall have no authority to rule separately on
the issue of the nonrenewal or dismissal of the teacher.

F. 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 have a representative present. The supervisor shall describe the nature of the complaint including specific examples of the time, place and type of action complained of, if known, at the conference. The name of the complainant may be given as part of the discussion of such specifics. The teacher will have an opportunity to respond fully to the complaint. If, however, the complaint is used in any manner to support actual or recommended discipline, reduction in rank or compensation, administrative transfers, 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.

G. Each teacher shall have the right upon request to review the contents of his/her central office personnel file and any other record of the teacher which may be maintained by his/her supervisor which would be transferred to another program, building or supervisor. 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. A teacher shall be provided a copy of any materials relating to the teacher's work performance at the time they are placed in that teacher's personnel file. A complaint shall not be placed in the teacher's personnel file unless accompanied by a written directive from the administrator. 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
Permanent status recommendation

The teacher may respond to any item placed in the teacher's personnel file or the record described above of the teacher maintained by the supervisor and said response shall become a 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 similar entries have been made into the teacher's personnel file.

H. Should the "Portland School District Teacher Evaluation Process" document, revised September 21, 1981, be amended by the District, in compliance with the procedure 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.

I. A teacher or an administrator may request the presence of an observer at any formal evaluation meeting in accordance with Administrative Regulation 500.81(5).

J. Testing

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

ARTICLE 9
TEACHER RIGHTS AND JUST CAUSE

A. No teacher shall be disciplined, reprimanded or reduced in rank or compensation without just cause. Reprimands shall be made privately and not in the presence of students, parents, teachers or members of the community.

B. 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).

C. This Article does not apply to dismissal or non-renewal of teachers or special salary placements under Appendices B & C.

D. Whenever a teacher is directed to meet with an administrator or other representative of the District regarding a matter which could result in disciplinary action, including termination or nonrenewal, 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 the meeting. This section does not apply to meetings where the sole reason for the meeting is to discuss consequences of reduction of staff, re-assignment, change of program or abolishment of position.

D. A teacher has a right to administrative support at any meeting
with a parent in which the teacher has reason to believe that the parent may be abusive. If during any meeting with a parent and administrator it appears to the teacher that complaints are being made that could result in the discipline of the teacher, that teacher has the right to ask for representation before continuing the meeting. A teacher has the right to ask the principal to take administrative charge of the meeting if the parent insists in attempting to tape record the conversation when such a meeting is dealing with a possible action against the teacher. Student due process meetings are excluded from this provision.

F. The District may direct a teacher to be examined by the teacher’s physician to determine a teacher’s ability to perform assigned duties. If the teacher does not have a physician or if sufficient reason exists, the District may direct the teacher to be examined by the District’s physician. The District shall pay for any such examinations and also provide the necessary release time.

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

H. Student Grades
Teachers shall have the right to determine student grades within district grading policies for those assigned to their classes, although supervisors may change such a decision if a substantive reason exists.

I. Safety
A teacher shall have the right to refuse to expose himself/herself to immediate danger created by an unsafe working condition when such danger threatens substantial bodily injury. The teacher shall give notice of the condition to his/her supervisor and shall be subject to assignment to another location or duty while the condition is being investigated and/or corrected.

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. 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. Vacancies which are identified for a subsequent school year shall be posted for a five-day period in May. During this posting any permanent teacher may apply. Additional postings after the placement of unassigned teachers as in D.4. will be made as vacancies become known.

2. After the initial posting in May, the provisions of D.4. shall become effective.

3. 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.

4. 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. All positions to be filled permanently (for more than one (1) year) shall be posted.

5. The posting requirements at each school shall not apply to anticipated vacancies which first become known to the Personnel Department between July 1 and October 14, if they are also to be filled during such period. Vacancies which first become known within ten (10) working days prior to the first day teachers report need not be posted.

6. 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. Teachers with five (5) or more years of service in the District shall be interviewed except that in no case will a principal be required to interview more than five (5) such teachers.

C. Teacher Initiated Transfers

1. A teacher requesting a transfer for a posted vacancy:
   a. May secure a copy of the transfer request form from the building office or the Personnel Department.
   b. May arrange an appointment with the Personnel Department to discuss the completed “Request for Transfer Form.”

2. Two teachers may trade assignments by transferring when approved by the responsible administrators.
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, including consideration of the teacher’s preference. 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, program change, or change in funding results in reduction of teaching 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. Such volunteers will be selected for transfer if they are from within the grade level(s) or subject matter area(s) where the positions are to be eliminated provided the volunteer(s) are not on an Evaluation Plan of Assistance. In the absence of volunteers, the teacher having the least seniority shall generally be transferred. Exceptions to seniority may be made by the responsible administrator based only upon any of the following educational criteria:

   a. That a teacher(s) being retained has certification to teach a specific existing assignment being considered, or

   b. That for gender balance a transfer of a teacher would decrease the building’s percentage of under-represented male or female teachers to less than thirty percent (30%) (or primary/intermediate/upper grades percentage in an elementary building) or that for racial balance if transfer of a teacher would decrease the building’s percentage of minority teachers to less than the student minority percentage in the building or below the percentage of minority teachers in the District.

   c. That a teacher(s) being retained has significantly greater experience (understood to be three (3) years or more) and training related to an assignment in the school. Assignment means more than one-half (1/2) of the grade levels or subjects in a teaching assignment, assuming the teacher being retained had some experience teaching all subjects in the assignment.

   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 (drama, forensics, music, yearbook, newspaper), 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.

If a teacher has been administratively transferred under the provisions of paragraph 10.D.2. and a position for which the teacher is qualified at his or her original school becomes available before the first day of the next school year, the teacher may be returned to that school under the provisions of 10.D.1. If such position occurs while the teacher is unassigned, the teacher shall be returned to that school.

3. In the event of a merger or combining in one school of classes or programs from several schools, the “follow the student” concept shall prevail. A merger is a resulting school comprised of at least forty percent (40%) of its students from the original school if two schools are involved or thirty-three percent (33%) if three schools are involved. In this case, teachers from merged schools will be compared equally using the criteria above in filling all positions in the school.

When combining in one school classes or programs from additional school(s), teachers who have their school or program closed shall be placed in the school where their program or class is transferred in accordance with the criteria described above provided there are sufficient positions available.

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

a. After the initial posting in May, teachers who have been identified to be administratively transferred as a result of events described in D.2. and 3., will be placed first in posted vacancies for the subsequent school year, unless:

(1) They are not certified for the position, or
(2) That for gender balance an assignment of a teacher would decrease the building’s percentage of under-represented male or female teachers to less than thirty percent (30%) (or primary/intermediate/upper
grades percentage in an elementary building) or that for racial balance if assignment of a teacher would decrease the building's percentage of minority teachers to less than the student minority percentage in the building or below the percentage of minority teachers in the District, 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.

b. A teacher who has been identified to be 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 hereafter 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 restrictions on transferees 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 therefore.

c. Once all teachers who have been identified to be administratively transferred as a result of events described in D.2. and D.3. have been placed using the criteria listed in D.4.a., remaining vacancies will be filled by teachers who volunteered to be placed on unassigned status and teachers returning from leaves of absence, then remaining vacancies will be filled by teachers who make application for a posted position 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, 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.

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

D. 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.

E. Job Sharing/Part-Time Work
Two teachers in the District, if both are full-time, can request consideration to transfer to an assignment on a job-sharing basis. If one teacher in a job-share assignment resigns the District or transfers, the remaining teacher shall have the right to be considered for assignment to the position on a full-time basis.

ARTICLE 11
REDUCTION IN TEACHING STAFF/LAYOFF

In the event that the District determines to reduce the number of teaching staff, such reduction shall be as follows:

A. The District will provide an announcement to teachers in those categories in which the layoff must occur, offering the opportunity for teachers, who would not otherwise be layed off, to voluntarily apply for one (1) year unpaid leave of absence. Upon written request, such leave may be extended for an additional year providing the layoff condition remains in effect. Such teachers shall have the same rights to return to the District as other unassigned teachers returning from leaves of absence. It is assumed that teachers taking this leave will not be eligible for unemployment compensation. If 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 layed off according to length of service with the District provided 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 effect notice of layoff).

D. Following the implementation of a layoff, the District may administratively transfer teachers who remain as necessary to meet staffing needs.

E. 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 layed off.

F. Probationary teachers (not including temporary teachers) or permanent teachers whose employment is terminated by reason of reduction in staff shall 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, when asked originally, to notify the District of their interest in and willingness to be recalled. They must reaffirm such interest by notification to the District’s Personnel Department, in writing, if asked, 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 and accrued benefits held prior to being layed off.

G. Exceptions to the criteria described above can be made on the basis of racial balance if the layoff of a less senior teacher would reduce the percentage of minority teachers below the District average that existed before the layoff.

H. Teachers who are layed off may continue medical insurance benefits at their own expense in accordance with the provisions established by the Health and Welfare Trust.

I. Technology

If during the term of this Agreement teacher positions are to be eliminated due to technology, the District will first notify the Association of such possibility and allow opportunity for discussions of other options which may be available, including retraining.

ARTICLE 12
SCREENING PROCESS FOR ADMINISTRATIVE POSITIONS

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

A. The District shall publish a job announcement for distribution in all school buildings 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 take 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 procedure 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 13**

**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 of 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 appropriate Central office Administrator for investigation and
2. The District shall reimburse teachers for loss of personal property excluding the teacher's automobile under the following circumstances:
   a. When the loss is a result of any unwarranted assault on the teacher’s person suffered during the course of employment.
   b. Property stolen by the use of forceable entry on a locked container.
   c. Loss of the teacher’s instructional equipment when the use of that equipment has been approved in writing by the principal/supervisor providing that the equipment was stored in a locked container when otherwise not in use.

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

Reimbursement shall be at replacement cost (not exceeding actual cost) less any insurance or worker's compensation reimbursement. Reimbursement shall not be made for losses of less than Five Dollars ($5.00) or that portion in excess of Two Hundred Dollars ($200.00) and shall not be made when carelessness or negligence on the part of the teacher was evident.

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

C. Student Discipline

1. The principal or professional staff designee with input from the teaching staff shall include the following minimum procedures in developing a written student discipline plan. Such procedures will exist in each building or program. The process must be in conformance with District policies and regulations.
   a. Use by the teacher of individual teacher's independent in-class expectations, rules, and plans for student management, in conformance with the building’s discipline plan.
   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 teacher's classes 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. That a procedure will exist 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 rule in the handling of such students.

e. That if unacceptable student behavior continues, at either's request, 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 shall 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 does not result in a change in the disruptive behavior, other alternatives will be jointly developed by the teacher and administrator and will be implemented by mutual support. Inherent in such steps will normally be the application of different methods of behavior correction.

2. The building discipline procedure shall be reviewed by the staff by June 1. The staff's suggested changes shall be carefully reviewed by the principal. If the changes are rejected it shall be only for substantial reasons including staffing and funding. Printed copies of these specific building procedures shall be distributed to parents and building staff members by October 16, of each year and will be filed in the appropriate central office.

D. The District shall provide a legal defense and indemnification to teachers arising out of tort claims for any alleged act or omission
occurrence 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 14
DUES AND PAYROLL DEDUCTIONS

A. Fair Share Agreement
1. The District shall deduct an amount established by the Association, not to exceed usual and customary dues, each pay month from the pay of each teacher who is not a member of the Association, beginning with the paycheck issued in the month of September. Such an amount shall represent a Fair Share fee as compensation to the Association toward the cost of collective bargaining and contract administration and representation.
2. 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 s/he has paid his/her dues directly to the Association shall be subject to the provisions of this Section.

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 shall be made monthly of one-tenth of such dues.
2. Withdrawing the payroll deduction for such dues may be accomplished by writing a letter to the Office of the
Association and to the Office of the Superintendent and delivered prior to the first day of October of any year. Letters received prior to October 1 shall be effective October 1 of the same year. Otherwise they shall be effective October of the ensuing year.

3. The Association covenants and warrants that its present Bylaws provides for and agrees to indemnify, defend and hold the District harmless 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. Teacher’s payroll checks shall itemize all sources of pay, payroll deductions, accumulated sick leave and retirement contributions.

ARTICLE 15
INSURANCE PROTECTION

A. Health and Welfare Trust

1. The District and the Association agree to continue participation in the School District No. 1 Health and Welfare Trust per the Trust Agreement as adopted November 9, 1972, and any amendments thereto.

2. Subject to the qualifications stated below, for September through August of each school year the District shall contribute to the Trust any of the cost for full-time teachers and dependents participating in any medical/hospitalization, dental, disability or group term life insurance plan of the Trust. The cost of benefits in existence on the date of execution of this Agreement shall be maintained by the District for the full term of this Agreement. 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. 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 (2) from other coverage which is substantially equal to or greater than that provided by the Trust. A full contribution shall be made by the District for teachers having a work schedule of seventy-five percent (75%) or more of a full-time teacher. The District shall make a fifty percent (50%) contribution for teachers having a work schedule of between fifty percent
(50%) and seventy-five percent (75%) of a full-time teacher.

3. The District shall contribute to the Trust the cost 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. The list of benefits in existence on the date of execution of this Agreement shall be maintained by the District for the full term of this Agreement. Self-pay for such cost shall be available for qualified early retirees exercising this option to age sixty (60).

4. The District shall make a contribution to the Health and Welfare Trust in accordance with paragraph 2 of this Section for two (2) months following the end of the standard work year, as defined in Article 21, Section B, for full-time teachers and part-time teachers who work at least half-time if the teachers 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 rights of the Association 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 the qualified teachers, through payroll deduction, those insurance programs so selected.

ARTICLE 16
PROFESSIONAL GROWTH; INSERVICE CLASSES

A. Salary Increments
1. Plus hours beyond degree salary increments (e.g., 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 the current school year, a teacher must, by October 31, provide the Personnel Department 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 s/he requested verification from the college or university prior to September 15, or fifteen (15) days after initial employment.

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 Board Policy 5306 that require six (6) credits every four (4) years.

2. It is recognized that there may be inservice offerings for which attendance outside the normal professional work day described in Article 21 may be required by the District. In such cases, teachers shall be paid for attendance at the 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.

4. The District shall pay tuition reimbursement costs for up to three (3) nonaccumulative hours in any twelve (12) month period for any District probationary or permanent teacher. Reimbursement will be for actual cost of tuition but not to exceed the tuition rate for graduate courses at Portland State University. Such reimbursement shall commence for course work completed after July 1, 1983. Evidence of a passing grade is required.

ARTICLE 17
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 $150,000 for 1983-84, $160,000 for 1984-85, and $170,000 for 1985-86 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 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 implemented:

1. Eighty percent (80%) of the funds each year shall be made available to teachers assigned to specific school buildings, prorated 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 must be processed within one (1) week of being submitted by the teacher; and
6. These funds will not be available to temporary teachers.

ARTICLE 18
SABBATICAL LEAVE

A. Purposes of Sabbatical Leave
Sabbatical leaves are granted to increase the quality of teaching and to gain enriching and broadening experiences by professional study, research, travel, rest and recuperation. Leaves will be granted for a definite stated period which may not exceed one school year (two semesters or three quarters) or for one semester only.

B. Requirements and Procedures for Sabbatical Leave
1. General Requirements and Procedures
   a. Application forms will be available in the Personnel Department and in the office of the Association.
b. Each candidate for sabbatical leave must consult with his/her principal or immediate supervisor.

c. Completed applications shall then be sent to the Personnel Department which shall present the requests to the Sabbatical Leave Committee for evaluation.

d. Completed applications with all necessary information 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. Such applications for sabbatical leave for spring semester must be filed by the second Monday in October preceding the spring semester.

e. Each applicant must submit an explicit outline of study, research or travel program, as described below. 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.

f. 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 attesting to the teacher's satisfactory health.

g. An applicant for sabbatical leave must be a certificated employee who has achieved permanent status in the District.

h. 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.

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

2. Requirements and Procedures for Rest and Recuperation

a. A teacher will be eligible for sabbatical leave for purposes of rest and recuperation after each twelve (12) years of consecutive service in the District.

b. 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.

3. Requirements and Procedures for Travel
   a. A teacher will be eligible for sabbatical leave for purposes of travel after each eight (8) years of consecutive service in the District.
   b. A detailed itinerary for the travel and a statement of benefits to be derived must be submitted with the application.
   c. A written report, outlining valuable experiences must be filed with the Personnel Department within a reasonable time at the completion of the travel experience.

4. Requirements and Procedures for Study
   a. A teacher will be eligible for sabbatical leave for study or research after each five (5) years of consecutive service in the District.
   b. The leave must be for an approved program of full-time study on campus at an accredited institution of higher learning for each term for which the leave is granted. The applicant must give his/her written assurance that the proposed program of study is available. A letter from a graduate school indicating tentative acceptance 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.

C. Sabbatical Leave Committee
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 (1) being selected as chairman and one building administrator shall be appointed by the Superintendent. In addition, a representative from the Personnel Department shall be designated as ex-officio member of the committee and shall serve as custodian of all applications for leaves and shall keep appropriate records of 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 number of leaves for rest and recuperation before it grants study and travel leaves. Of the leaves granted, one-third (1/3) shall normally be for rest and recuperation, one-tenth (1/10) for travel, and the balance for study.

e. The number of sabbatical leaves in any one (1) year shall not exceed twenty-one (21) provided there are sufficient applicants.

D. 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:

1. A balance of the needs of the applicant and the needs of the District. The needs of the applicant shall refer to leaves intended for study or travel in his/her current assignment area. The needs of the District shall refer to new assignment areas in the District or to existing areas where insufficient number of teachers exist. The District will furnish the Association by the second week in January with a written description of such needed assignment areas and appropriate supportive data.

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

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

4. Length of service in the District.

E. Financial Compensation

1. Teachers on sabbatical leave for a full year will receive no less than three-fourths (3/4) 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.
F. Status While on Leave
1. A teacher on sabbatical leave shall be considered to be in the employ of the District.
2. A teacher on sabbatical leave shall retain all rights of permanent status, retirement, insurance, sick leave and automatic increases in salary rating as if s/he 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 sabbatical 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 prevent 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.

G. 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 s/he does not make himself/herself available to meet this obligation, the employee shall refund to the District the amount for his/her leave prorated according to the years of service returned. Arrangements will be coordinated through the Personnel Department. 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 Personnel Department within a reasonable time following termination of the leave, or, in case of leave for other purposes, a complete report of the research or travel shall be submitted.
3. In case a leave is not satisfactorily completed according to the conditions in the employee's application, the employee concerned shall reimburse the District for the amount of the leave.

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

H. Status Upon Returning from Sabbatical Leave

1. If a teacher taking a sabbatical leave wishes to return to his/her position, the teacher must have indicated so on the application form at the time the teacher applied for the leave. In such case, the teacher occupying the position of the teacher on sabbatical leave is occupying that position temporarily and, if necessary, shall be re-assigned upon return of the teacher from sabbatical leave. If the teacher has indicated in writing at the time of application that s/he doesn't wish to return to his/her position, s/he shall, upon return to the District, be considered an unassigned teacher as described in Article 10.

2. Upon returning from sabbatical leave to his/her position, the teacher is subject to transfer according to the provisions of Article 10.

ARTICLE 19
LEAVES

Paid and unpaid leaves for teachers set forth in this Article are intended to be used only when necessary.

A. Medical Leaves

1. Sick Leave

   Accumulation
   a. 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. Teachers who begin service after the beginning of the school year shall receive (1) day of sick leave for each payroll month remaining in the school year with all such days being credited on the teachers first day of employment.

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

b. Teachers on extended work year shall be credited with (1) additional sick day leave for each payroll period which the teacher works (or is on paid leave) fifty percent (50%) or more of the work days in the period, provided that the maximum accumulation in any one year does not exceed twelve (12) days.

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

d. 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, provided the teacher’s service in Oregon school districts was continuous. The transfer of sick leave accumulated with another Oregon district shall be effective when the teacher has completed thirty (30) working days in the District.

e. When a teacher has exhausted his/her sick leave, s/he shall receive additional leave equal to one (1) day for each school year of at least 135 days of service in this district at two-thirds (2/3) of his/her daily rate under his/her basic salary. Credit for any year can only be utilized once.

f. Teachers shall not be credited with any sick leave with respect to periods during which they are on an unpaid leave of absence from work with the District of more than one (1) month duration.

Utilization

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

h. A teacher assigned to teach beyond the normal school year, or during summer school, may charge absences due to personal illness to his/her sick leave account. The District shall pay the cost of any required substitute.
i. Teachers on any extended leave (more than one (1) month) will not be charged with days of sick leave or paid for days of illness during such leave, except when an illness or injury is the factor which entitled the teacher to the leave in question.

j. A teacher may charge against her/his accumulated sick leave for an absence due to childbirth for the period of disability provided that said period of disability occurs within thirty (30) calendar days following commencement of an unpaid leave.

k. A teacher’s accumulated sick leave shall not be charged on days designated as paid holidays under this Agreement, or when an absence was directed by the District, 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.

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

3. Injury on Duty
The District shall pay to any teacher who is unable to work due to an on-the-job injury the difference between his/her salary 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. In the event differential payment is made by the District and the absence of the teacher is subsequently determined to be noncompensable, charge will be made against the teacher's accumulated sick leave, if the absence so qualifies, and the teacher shall be obligated to reimburse the District for payments received in excess of accumulated sick leave time.

4. 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.

B. Other Paid Leaves
1. Funeral Leave
Teachers shall be granted funeral leave with pay as follows:
   a. One-half (1/2) day to attend the funeral of a friend or relative when the funeral takes place within a radius of fifteen (15) miles from the city limits.
   b. One (1) day to attend the funeral of a friend or relative when such takes place beyond the distance described in (a) above. An additional day may be granted when travel beyond the one (1) day is required.
   c. Three (3) days because of death in an immediate family (five (5) days in case of parent, spouse, or child) and two (2) additional days at two-thirds (2/3) of the teacher's scheduled salary. "Immediate family" shall be interpreted to mean spouse, children, parents, grandparents, grandchildren, mother-in-law, father-in-law, brothers or sisters; and also any person regularly living in the home of the teacher.

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

3. 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. If the teacher receives a witness fee, such fees shall be turned in to the business office. In cases where the teacher is a party to the action, his/her absence will be personal leave without pay or, at the teacher’s election, leave days provided in B.2. may be used therefor. A teacher required to appear in court as a party with the District shall be released without loss of pay.

4. Jury Duty
Teachers who are subpoenaed for jury duty shall 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 s/he will report to their work assignment provided they are able to do so before the end of the lunch period.

5. Professional Leave
a. At the beginning of each school year, each teacher shall be credited with two (2) days to be used for professional leave. Professional leave may be used for the following:
   (1) Visitation to view instruction techniques or exemplary programs
   (2) Conventions, conferences, workshops or seminars related to the teacher’s assignment with the District.
b. The teacher shall inform his/her supervisor by submitting a leave request at least one (1) week in advance.
c. The teacher may be required to file a written report within one (1) week of attendance at such convention, visitation, conference, workshop or seminar.
d. Participation by a teacher in activities on the statewide inservice day shall not be counted against professional leave days.
e. If the length or location of a convention, conference, workshop or seminar requires the teacher to be in attendance more than two (2) school days, the teacher may use his/her personal leave.

6. NCATE/TSPC Leave
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.

C. Unpaid Leaves

1. Personal Leave
Teachers shall be entitled to three (3) days leave per year for personal reasons. Except in cases of emergency the request for such leave must be made one (1) week in advance in writing.

2. Child Care Leave
   a. A child care leave (maternity, paternity or adoption) shall be granted for any period up to one (1) year. Other child care leave may be granted for up to one (1) year. A teacher requesting such leave shall give at least thirty (30) days written notice except in extenuating circumstances. This leave may, upon request, be extended for an additional year. The provisions of ORS 342.840 shall apply to probationary teachers. This leave provision shall not apply to temporary teachers.
   b. The District may require that the expiration of child care leaves coincide with the natural breaks in the school calendar so that the educational continuity is maintained.

3. Exchange and Other Teaching Leaves
A leave of absence of up to two (2) years may be granted to a permanent 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.

4. Study Leave
A leave of absence of up to two (2) years may be granted to a permanent 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.

5. Military Leave
   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 for up to four (4) years for the President of the Association and up to two (2) years for a second position shall be granted to a permanent teacher upon application by the Association for the purpose of serving as an officer of the Association or on its staff. The District shall continue to pay such teacher(s) and provide benefits in the normal manner, but will be reimbursed by the Association for the cost of salary and fringe benefits. Upon return from such leave a teacher shall be placed on the salary schedule as if s/he had been teaching each year of the leave.
   b. The Board and the Association are concerned about the frequent absences of teachers to attend to matters of their association or organization. The Association agrees to consider carefully each request for release time for 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. The Association shall pay the cost of such substitutes upon receipt of billing from the District Business Office.

7. Political Leave
   A leave of absence for up to two (2) years shall be granted to any permanent teacher, upon application, for the purpose of campaigning for, or serving in, public office.

8. Other Leaves
   a. When the schools and school offices are officially closed by the Superintendent, all teachers will be paid in accordance with the law.
   b. Teachers who are assigned to tasks outside their regular responsibilities shall not have this time charged to any leave category.
   c. Other extended leaves, with or without salary, may be granted at the discretion of the Board.

D. Miscellaneous Provisions
   1. Outside Employment
      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 full-time teaching service in another school district without approval of the Superintendent.

2. Return from Leave
   a. A teacher wishing to return from an unpaid leave of absence shall so notify the Personnel Department as required by the District. A teacher returning from an unpaid leave due to disability shall, upon request, submit a written statement from a qualified physician attesting to the teacher’s ability to resume teaching duties.
   b. A teacher shall be returned to employment on the first work day, during the regular school year, following the expiration date as set forth in the Board action approving the teacher’s leave. A teacher returning from an unpaid exchange or other teaching leave, or unpaid leave of less than one-half (1/2) school year, or a paid leave shall be placed on the salary schedule as if s/he had been teaching during said leave. A teacher returning from any other form of unpaid leave (more than one-half (1/2) school year) shall be paid at the next step on the current salary schedule above the one occupied during the last full teaching year prior to commencement of the leave; provided that, should the teacher return in the same school year in which the leave commenced, the teacher shall be placed on the salary step held at the beginning of the leave.
   c. All accumulated unused sick leave, and credits toward sabbatical eligibility and all other accrued benefits at the time a teacher commences a leave of one (1) or more months duration shall be restored upon return to work.

3. Leave Applications
   All application for and grants of extensions or renewals of leave shall be in writing.

ARTICLE 20
MILEAGE

A. Local Building Fund
   The District will provide a local school mileage compensation fund for any required on-the-job travel related to the teacher’s building assignment. The fund shall be equal to twenty-five cents ($0.25) 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 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 15.B. (Liability Insurance) shall be required as a condition for mileage reimbursement.

ARTICLE 21

WORK DAY/WORK YEAR/SCHOOL CALENDAR

A. Work Day

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

2. The student day and teacher work day in high schools shall not exceed the practice in each respective building during 1982-83 school year.

3. The student day in buildings other than high schools shall not exceed six (6) hours, thirty (30) minutes provided, however, that in buildings where the student day was less than six (6) hours, thirty (30) minutes during the 1982-83 school year, it may not be increased more than fifteen (15) minutes a day in any one (1) year of this Agreement. The teacher work day in schools covered by this paragraph, including preparation periods, shall not exceed seven (7) hours a day.

4. The work day of a teacher who works in more than one (1) building or is assigned outside the District shall not exceed the work day specified in Sections 2 and 3 above and shall be covered by planning time and other provisions of this Article.
5. All teachers shall have a minimum of thirty (30) continuous minutes of duty-free lunch. Teachers who leave the school site during such period will notify the school office.

6. The work day for part-time teachers shall be stated as a percentage of full-time. The work day and work load shall generally be proportional to that of a full-time teacher. Teachers working two-thirds (2/3) or more shall have a thirty (30) minute duty-free lunch.

7. Teacher work days shall only be Monday through Friday.

8. Full-time teachers will be guaranteed individual planning and preparation time during the work day as follows:
   a. High Schools and Middle Schools: not less than one standard class period each day.
   b. Other Schools: not less than twenty-five (25) continuous minutes each day.

9. Teachers may be required to attend meetings or training sessions for up to two (2) hours a week beyond the above teacher work days. Such meetings or training may occur only on Mondays and/or Tuesdays. Any Tuesday meeting must be preceded by a one (1) week’s written notice to all affected teachers. One (1) additional hour may be taken from the next week’s meeting time. No meeting or training session may exceed two hours.

10. 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 are not covered by this Section.

11. Teachers may be required to attend up to two (2) evening school events a year, generally lasting no more than two (2) hours and ending by 9:00 p.m. on Monday through Thursday. A two-week written notice shall be provided to affected teachers.

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 shall be scheduled prior to the first student day in the Fall. On planning days, a meeting, not to exceed on (1) hour, may be held. When two (2) planning days are consecutive, a meeting not to exceed two (2) hours may be held on one of the two (2) days. To receive pay for a paid holiday, a teacher must work (or be on paid leave) on the work day immediately preceding or following the holiday. If the first day of work for a newly hired teacher is immediately following a holiday, the
teacher will not receive pay for the holiday.

2. Teachers who agree to work beyond the 190 day work year shall be paid a daily rate of pay computed at 1/190 of their annual basic salary. Teachers who work less than the 190-day work year shall have their salary adjusted downward using the same daily rate of pay formula.

C. School Calendar

1. By January 15 of each year, the Association shall submit to the Executive Deputy Superintendent its recommendations regarding the school calendar for the subsequent school year. With respect to the calendar ultimately adopted, the Board retains the right and authority to change the days on which school shall be held and make other adjustments to the school calendar. No change in this calendar shall result in any reduction of the annual salary provided for teachers by this Agreement or in increasing the aggregate number of work days without the consent of the Association.

2. Paid extended responsibility assignments, paid extra duty assignments, and voluntary attendance at inservice classes are excluded from this Article and are covered by Appendices B & C.

3. The building principal shall ensure that arrangements are made for restroom breaks for teachers.

4. Teachers and the Association will not be involved in any form of illegal work stoppage, boycott, or picketing concerning the District. Legally sanctioned activities authorized by ORS 243.726 or during re-opened negotiations provided for in this Agreement are permissible. The District is not required to pay teachers during any work stoppage.

D. Work Load

Except as modified by the work day provisions of this Agreement, the work load of teachers shall be generally comparable to that which existed in the 1982-83 school year.

ARTICLE 22
PROFESSIONAL COMPENSATION

A. Retirement Contributions Assumed

With respect to all professional compensation earned for services performed, the District shall continue to 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 Employes
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 (TRFA) for the employee members then participating in the Teachers Retirement Fund Association. 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 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 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. 1983-84. Appendix A sets forth the basic annual salaries for the 1983-84 school year and for "year-round" school programs, exclusive of the retirement contribution picked up.

2. 1984-85. For 1984-85, the BA Step 1 salary (base salary) shall be increased an amount equal to the increase in the CPI provided that three percent (3%) shall be the minimum increase to the base salary and nine percent (9%) shall be the maximum increase provided that the District's increased salary schedule costs shall not exceed nine percent (9%) including the cost of increment. Following determination of the base salary, the 1984-85 salary schedule shall be determined by applying the salary schedule index set forth in Appendix A-2.

3. 1985-86. For 1985-86, the BA Step 1 salary shall be increased an amount equal to the increase in the CPI provided that four percent (4%) shall be the minimum increase to the base salary and eight percent (8%) shall be the maximum increase. If the CPI is ten percent (10%) or more, an additional one-half percent (1/2%) for each full percent the CPI exceeds ten (10) shall be applied to the base salary provided that in no case will the increase to the salary schedule including the cost of increment exceed ten percent (10%). Following determination of the base salary, the 1985-86 salary schedule shall be determined by applying the salary schedule index set forth in Appendix A-3.
4. As used in paragraph 2 above, the CPI shall be the March to March 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.

5. Following release of the CPI, the parties shall meet to determine the correct application of the increase. The determination shall be on the basis of those teachers employed on March 1, and shall assume that such teachers shall remain in the same positions the subsequent school year and receive any applicable increments.

C. 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 teacher who works half-time or more shall be entitled to an increment if s/he works fifty percent (50%) or more of his/her work year. Regularly credited sick or other paid leave for which 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. Such experience must have consisted of at least one hundred thirty-five (135) days within a school year. 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 at least one hundred thirty-five (135) days or more. Verification of teaching experience will be made by the Personnel Department.

3. Central Staff Professional Librarians, central office, shall be placed on the teacher's 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 re-employment, 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 re-employed prior to opening of school the succeeding year, the Superintendent may use his discretion in recommending to the Board that the resignation be rescinded.

5. Kindergarten or nursery school teaching experience shall be granted if the teaching was done in a standard school administered by the public school system, or in a private school accredited or approved under state laws of standardization.

6. Administrative and teaching experience in an accredited institution of higher education shall be counted as teaching experience, provided such experience consisted of at least one hundred thirty five (135) days within a school year.

7. Credit for a sabbatical leave of absence for study during previous employment with this District shall be allowed as teaching experience, subject to the 135 days school year criterion. No credit for leaves of absence from a school district outside of Portland will be allowed as teaching experience.

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

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 (2) responsible citizens, other than relatives, having knowledge of the teacher's experience, may be accepted.

10. A teacher assigned to a vocational teaching position shall be granted salary credit for a related vocational experience on the following basis:

a. Non-degreed teacher applicants shall be eligible for placement on the "BA" column of the teachers' salary schedule provided they have four (4) years of verifiable
work experience in an occupational field related to the teaching assignment. They shall receive one (1) salary step for each year of experience in excess of four (4) years but not to exceed ten (10) years of credit. Eight (8) months of experience in a 12-month period shall be considered to be one (1) year of experience.

b. Degreed teachers who are required to have related work experience in order to qualify for a vocational certificate shall receive credit for each year of work experience required for the certification. Eight (8) months of experience in a 12-month period shall be considered as one (1) year of experience. If such teacher is re-assigned to non-vocational teaching duties, the teacher shall lose the vocational experience credit.

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.

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

E. Payroll Checks

1. Teachers may individually elect to receive their annual compensation on ten (10) or twelve (12) equal monthly payments by submitting their request in writing to the District’s Payroll Office prior to the end of the preceding school year. In the absence of such written request, twelve (12) payments will be deemed to have been selected.

2. The method of payment selected by a 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 will be subject to the three months of authorized payroll deductions, i.e., employee contributions to health and welfare insurance, credit union, etc., except for Association dues and fair share deductions.

4. Teachers shall be paid on the last teacher work day of the month, except for June. During the summer period checks shall be mailed to the designated address of the teacher, at the end of each month.

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 s/he shall make such written request to the District.

6. Salary payments for extended responsibility assignments of a seasonal nature, such as coaching, shall be paid at the employees option: (a) in a lump sum at the end of a season, or (b) pro-rated over a three-month period during the season, or (c) prorated over the months remaining in the work year following the beginning of that season. In addition, if a teacher has actually started the seasonal extended responsibility assignment during a school year, except for insufficient student participation s/he will receive the entire salary due for that assignment unless the teacher is physically unable to perform.

F. Student Teachers
Student teachers or observers shall be placed with District teachers who have agreed to the placement. The District will request that the college or university advise the teachers of the type and amount of honorarium to be paid at the time the teachers are asked to be a supervising teacher.

ARTICLE 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 reason of the equalization provisions of ORS Chapter 239, such
request, as 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-five (55) and less than sixty-two (62) years of age shall have the option of an early retirement program which will provide the teacher Three Hundred Fifty Dollars ($350) per month. Such payments will terminate after forty-eight (48) months (sixty (60) months in 1985-86) or the end of the month in which the teacher reaches the age of sixty-two (62), whichever is first. A teacher who is less than fifty-eight (58) years of age upon retirement (age fifty-seven (57) in 1985-86) may elect to prorate the total amount of incentive payment the teacher is to receive over the number of months between the month the teacher retires and the month in which the teacher reaches age sixty-two (62). A teacher exercising the option of early retirement provided by this Section must give written notice thereof to the Personnel Department 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). Upon death of a teacher, payments provided by this Section shall terminate.

ARTICLE 24
DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 1983, and continue in effect through June 30, 1986. Should there be an intervening change in the law which for 1984-85 and 1985-86 significantly reduces the District’s revenue below the levels anticipated at the time of execution of this Agreement, either party may give written notice to the other of a desire to re-open negotiations. Notice may be given to re-open Articles 11, 15, 16, 17, 18, 19, 21, 22, 23, Appendices A, B, or C by either party.
# APPENDIX A

## SALARY SCHEDULE 1983-84

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+ $500 for Doctorate Degree
## APPENDIX A-3
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+ $500 for Doctorate Degree
APPENDIX B
SPECIAL SALARY PROVISIONS

Increase each dollar amount by same percentage as 1983-84 base salary increase.

1. Shop foremen at Benson shall receive twelve 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 $17.77 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 $13.44 per hour. Those with degrees shall receive $15.14.

3. Rate of pay for teachers in inservice classes shall be $318 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 (1) month vacation pay.

6. A teacher appointed to substitute in an administrative or supervisory position shall be paid his/her teaching salary plus $12.99 per working day for a short-term emergency period. When the teacher assumes full responsibility for the position for an extended period of time, s/he shall receive the pay of the regular appointment. Such teacher who serves in such a position while the principal is in the city, but out of the building for one-half (1/2) day or more, shall receive such pay. If a principal is out of the city or incapacitated, a substitute for the teacher shall also be provided.

7. Coordinators in horticultural instruction shall receive .16 X Base in addition to regularly established salary.

8. Teachers of Outdoor School shall receive an additional $225 per weekly session.

9. Head High School/Middle School Librarians shall be placed by the District on a work year of 200 days. Up to ten (10) additional days will be available when warranted by workload. Any other librarians may be placed on a work year of up to 210 days. Counselors shall be placed by the District on a work year of 200 days and may be extended to 210 days.

10. 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.

11. Rates of pay for summer school teachers shall be $262 for one-half (1/2) day teachers and $456 for full-day teachers per week.

With respect to 1984-85 and 1985-86, the above rates in paragraphs 2, 6 and 11 will be increased at the same percentage as that applied to the base salary step on the salary schedule.
## APPENDIX C

### EXTENDED RESPONSIBILITY SCHEDULE

#### PERCENT OF BASE

<table>
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#### PERCENT OF BASE

- Department Chairman (A) .................... 12%
- Department Chairman (B) .................... 8
- Department Chairman (C) .................... 4
- Drama (A) ...................................... 14
- Drama (B) ...................................... 10
- Drama (C) ...................................... 8
- Forensics (A) ................................ 12
- Forensics (B) ................................ 8
- Instrumental Music (A) ..................... 14
- Instrumental Music (B) ..................... 8
- Vocal Music (A) ................................ 14
- Vocal Music (B) ................................ 8
Newspaper ................................................................. 9
Yearbook ..................................................................... 9
Intramurals - High School ............................................. 9
Rally - Varsity ............................................................. 5
Rally - JV .................................................................... 4
Pep Club (A) ................................................................. 6
Pep Club (B) ................................................................. 4
Pep Club (C) ................................................................. 2
College and Financial Aid Coordinators ...................... 5

Other Positions
Testing ................................................................. 5
TAG ............................................................................. 7
Job Placement Liaison ............................................... 7
Building Career Ed Coordinator ................................. 5
Cluster Community Career Ed Coordinator ............... 2
Inservice Coordinators .............................................. 5
Consultants ............................................................. 8
Unit Leaders ............................................................. 8
Activity Director ....................................................... 4
Energy ....................................................................... 3
A V Coordinator ......................................................... 3
Radio - TV Coordinator ............................................ 2
TV Producers and Directors ..................................... 5
Special Projects ....................................................... 1-16

1. Head Librarians/Media Specialists, when designated, shall receive extended responsibility pay as Department Chairpersons.
2. *2% less if only boys’ or girls’ teams.
3. High School categories with more than 1 level -A, B or C.

Department Chairperson
A - 7 or more teachers in the department
B - 4-6 teachers in the department
C - 0-3 teachers in the department

Note: Department chairperson in Counseling, Industrial Ed., Science will use the following criteria because of the nature of their assignments.
A - 5 or more teachers in the department
B - 2-4 teachers in the department
C - 0-1 teachers in the department

Note: All high school librarians shall be placed on A Schedule and may be given A V Coordinator duties within such department chair pay.

Drama
A - 3 or more major productions
B - at least two major productions
C - 1 major production

Forensics
A - at least 5 speech tournaments
B - up to 5 speech tournaments

Music
A - at least 3 major productions
B - less than 3 productions
Pep Club
A - more than 50 students
B - 26-49 students
C - 10-25 students

4. Elementary/Middle School Positions

**Intramurals**
A - 4-1/2 hours/week for 28 weeks - 7%
B - 3 hours/week for 28 weeks - 5%

**Safety Patrol** - 4%
**Head Teachers** - 12%

**Career Ed - Elementary**
A - 451 + student school - 4%
B - 351-450 student school - 3%
C - 0-299 student school - 2%

**Career Ed - Middle** - 4%

**Testing - Elementary**
A - 400 + student school - 5%
B - 300-399 student school - 4%
C - 0-299 student school - 3%

**Testing - Middle** - 5%

**Energy** - 3% (also high school)

**TAG - Elementary**
A - 400 + student school - 5%
B - 300-399 student school - 4%
C - 0-299 student school - 3%

**TAG - Middle** - 5%

**Curriculum Associate** - 12%

**Basic Skills Coordinator** - 8%

5. Extended responsibility pay is for activities and responsibilities carried out primarily outside the required work day.

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

7. During 1983-84, the parties agree to review the responsibilities and extended responsibility pay for drama, forensics, newspaper, yearbook and other positions mutually agreed upon. Any changes will be implemented in 1984-85.

8. “Special Project Assignments” which continue for more than two (2) years shall be referred to contract administration for review and inclusion as a position in Appendix C.
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PORTLAND ASSOCIATION OF TEACHERS, by:

C. Leonard Anderson, President

Sharon Gray, Vice President

Kathy Voldbaek, Team Chairperson

Doris Jean Hess, Team Member

Carol Probasco, Team Member

Paul Romans, Team Member

Frank Buress, Uniserv Consultant

Randy Ventgen, Uniserv Consultant

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

Forrest N. Rieke, Board Chairperson

Herb Gavthorne, Board Member

Matthew W. Prophet, Superintendent

Donald D. McElroy, Executive Deputy Superintendent

Gerald L. Morford, Director of Employee Relations

Dated this 1st day of June, 1983
President: C. Leonard Anderson
Vice-President: Sharon D. R. Gray
Secretary: Kristi Johnson-James
Treasurer: Richard Harry
OEA Director: Florence Bancroft
Directors: Paul Romans
Shirley House
Fred Jackson
Norma Callaghan
Linda Lee
Kathy Voldbaek
Dorcas Williams
Patti White
Jean Callaghan

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President: Sandy Ellis

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Washington, D. C. 20036
Phone: (202) 833-4000
President: Mary Hatwood Futrell
DIRECTOR OF EMPLOYEE RELATIONS
PORTLAND PUBLIC SCHOOLS
P O BOX 3107
PORTLAND OR. 97208

PREVIOUS AGREEMENT EXPIRED
JUNE 30, 1983

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

---

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

1. Approximate number of employees involved __3110__

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 ______________________

Gerald L. Morford, Director of Employee Relations (503) 249-2000
Your Name and Position Area Code/Telephone Number
501 North Dixon Street Portland, Oregon 97227
Address City/State/ZIP Code

BLS 2452 (Rev. Mar. 1983)