7-1-1986

Multnomah County, Oregon School District No. 1 and Portland Association of Teachers, Oregon Education Association, National Education Association Addendum (1986)

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AMENDMENT TO 1986-89 AGREEMENT BETWEEN
PORTLAND ASSOCIATION OF TEACHERS
AND
SCHOOL DISTRICT NO. 1,
MULTNOMAH COUNTY, OREGON

The Amendment to incorporate School Psychologists, Social Workers, and Child Development Specialists into the 1986-89 Agreement between the Portland Association of Teachers and School District No. 1, Multnomah County, Oregon, is hereby adopted.

FOR THE UNION:

Virginia Ross
Virginia Ross, UniServ Consultant

Sharon D. R. Grady
Sharon D. R. Grady, President

FOR THE DISTRICT:

Carl Piacentini
Carl Piacentini, Board Chairperson

Donald D. McElroy
Donald D. McElroy, Executive Deputy Superintendent

Horwood
Horwood, Director of Employee Relations

Dated: 6-22-87
The word "teacher" when used in the contract is intended to mean "member of the bargaining unit." Therefore, child development specialists, social workers, and school psychologists are covered by all provisions of the agreement except as amended as follows:

Article 1, Paragraph A. (amend as follows)
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 also includes child development specialists, social workers, and school psychologists. (Remainder of this paragraph the same as in the main body of the contract.)

Article 8, new Paragraph L. (add new paragraph)
Child development specialists and social workers shall be evaluated, in writing, at least once by April 1, each school year during their first three (3) full years of employment. Thereafter, written evaluations shall be made by May 1, every other year.

Article 9, Paragraph A. (amend by adding new sentence)
Employees who have completed three (3) full years of service and are not covered by the Fair Dismissal Law shall not be dismissed without just cause.

Article 10, Paragraph B.3 (amend by adding the following)
During the initial posting of vacancies for the subsequent school year (Round I), any permanent or third-year probationary teacher (including child development specialists and social workers in at least their third year of employment) may apply for a posted position. Any child development specialist or social worker in at least their third year of employment may also apply in Round I, provided they meet the qualifications for the posted position. However, a child development specialist, social worker, or psychologist applying for a posted teaching position in Round I must have previously been employed by the District as a third year probationary or permanent teacher.

Article 10, Paragraph B.4. (amend by adding new sentence)
Child development specialists, social workers, and school psychologists who were never employed by the District as a teacher shall have no preference over outside applicants in consideration for a teaching assignment.
Article 10, Paragraph C (2) (the following understanding is added)

It is understood for purposes of this provision that child development specialists are to be treated as a classification rather than as part of the building bargaining unit members.

Article 10, Paragraph F. (amend this paragraph as follows)

A permanent teacher, social worker, or child development specialist shall not remain unassigned longer than one (1) semester. He or she shall have the right to replace the least senior assigned teacher in the District in the certification area, provided the senior teacher's training and experience are comparable to those of the least senior teacher.

Article 11, Paragraph C. (add the following)

Layoff of child development specialists, social workers, and school psychologists shall be based upon seniority within their classification. Time spent by such employees working in other classifications covered by this Agreement shall also entitle such employees to be eligible to return to positions in other classifications in accordance with the seniority provisions of this Article.

Article 11, Paragraph E. (add the following at the end)

Recall of child development specialists, social workers, and school psychologists shall be in reverse order of layoffs as set out in Paragraph C of this Article.

Article 15, Paragraph B.4. (amend the first sentence as follows)

The District shall reimburse probationary and permanent teachers, including social workers and child development specialists, for tuition costs for up to six (6) noncumulative hours in a 12-month period for which graduate credit is granted by a college or university.

Article 16, Paragraph B. (add the following at the end)

Social workers, school psychologists, and child development specialists shall have a Five Thousand Dollars ($5,000) fund. Allocation of these funds shall be mutually determined by the District and the Association.
Article 17, Paragraph C.2.e. (add the following)
Under the provisions of this Article, social workers, school psychologists, and child development specialists shall be entitled to a total of two (2) sabbaticals. These shall be in addition to the 23 allocated for other members of the bargaining unit.

Article 20, A.1. (add the following)
The workday for child development specialists, social workers, and school psychologists shall be eight (8) hours, including a minimum of thirty (30) continuous minutes for duty-free lunch. The work year shall be the same as that for teachers. With administrative approval, employees may arrange their daily schedule so that time required outside of normal business hours, such as evening or weekend meetings with the parents and students, fall as nearly as possible within the regular 8-hour workday and 40-hour work week.

Article 20, A.8. (add the following)
This provision does not apply to child development specialists, social workers, and school psychologists.

Article 20, A.9. (add the following at the end)
This provision will apply to child development specialists, social workers, and school psychologists only if it falls within their workday/work week provisions as set out in paragraph A.1.

Article 20, A.11. (add the following at the end)
This provision does not apply to social workers, child development specialists, and school psychologists.

Article 20, A.12.
Child development specialists, social workers, and school psychologists’ daily work schedules shall allow for a fifteen (15) minute rest period in the a.m. and p.m.

Article 20, B.1. (add the following at the end)
One-half (1/2) of planning day time may be used by administration for meetings with child development specialists, social workers, and school psychologists.

Article 21, C.12.
School psychologists’ placement and progression shall be on the MA + 45/BA + 105 column of the teachers’ salary schedule with one (1) step for each full year of experience as a full-time school psychologist and one (1) step for each two (2) years of experience as a teacher, counselor, clinical psychologist, or similar occupation.
Article 21, C.13.
In the case of social workers, plus hour credit shall be given for course work taken following obtaining a Master of Social Work degree.

Article 21, C.14.
In the case of child development specialists, placement on the salary schedule shall be as follows:

a. If prior experience as a teacher, placement will be on the same basis as a teacher.

b. If no teaching experience, credit will be given for relevant course work beyond a Bachelor Degree taken after intial employment in a position similar to that as a child development specialist. Credit will be given for Master's degree.

Appendix C. (add the following)
CDS Parent Liaison 7.5% 8.0% 8.5%