

AGREEMENT

**School District No. 1
Multnomah County
Oregon**

And

**Portland Association of
Teachers**

2019-2020

February 25, 2019

ARTICLE 1
STATUS AND EFFECT OF AGREEMENT

1.1 Recognition of Exclusive Representative

- 1.1.1 The District recognizes the Association as the sole and exclusive collective bargaining representative for all regular and temporary professionally and/or academically licensed employees of the District including, licensed teaching personnel employed in the District in a position for which a teaching license is required by state or regulation, School Psychologists, Social Workers, Child Development Specialists, Student Services Specialists and Audiologists. Such recognition also includes those assignments specified in Appendix B of this Agreement.
- 1.1.2 Such recognition excludes supervisory, confidential, educational support professionals (ESP) and substitute employees and positions appropriately included in another bargaining unit.
- 1.1.3 The Association shall have the exclusive right for members of the bargaining unit to have payroll deductions of organization dues and fees. That right shall not be granted to any competing employee organization.

1.2 Definitions

For this contract, the following definitions apply unless otherwise indicated:

- 1.2.1 District: School District Number 1, Multnomah County Oregon (Portland Public Schools).
- 1.2.2 Association: Portland Association of Teachers (PAT).
- 1.2.3 Agreement: The collective bargaining agreement between the District and the Association covering bargaining unit members other than substitutes.
- 1.2.4 Day or Workday: Unless specifically defined as calendar days, all days in this agreement mean contract days for the bargaining unit included in the 192-day calendar; excluding holidays, weekends, and other non-contract days including winter, spring and summer breaks.
- 1.2.5 Professional Educator or Educator: All professional educators represented by the Association in the bargaining unit as defined in Section 1.1.
- 1.2.6 Supervisory Employees: District Administrators including the Superintendent and the Central Office Administrative Staff, Principals, Assistant Principals, and persons ordinarily engaged at least 50% of the time in administration, supervision or evaluation of teaching personnel.
- 1.2.7 Probationary Educator: A professional educator who has not completed the probationary period. A professional educator is probationary for his/her first three (3) years of employment with the District.
- 1.2.8 Contract Educator: A professional educator who has completed three consecutive years of employment with the District in a bargaining unit represented position and has been retained for a fourth.
- 1.2.9 Professionally or Academically Licensed: All professional educators required, as a condition of employment, to possess an academic certificate, license, degree, or the equivalent, issued by TSPC, the State of Oregon, an institution of higher education, or a professional society, or anyone who performs the functions reserved (under OAR 584-036-0011) for professional educators who hold a professional or academic license.

1.2.10 Substitute: Anyone employed to take the place of a regular educator who is temporarily absent. A substitute may not replace any individual educator for more than sixty (60) workdays in the same school year.

1.2.11 Temporary: Anyone employed to:

1.2.11.1 replace a professional educator on a leave of absence. Such position designation shall not extend beyond two (2) school years;

1.2.11.2 fill a vacancy of more than sixty (60) days which occurs after the opening of school. (For purposes of this section "opening of school" shall mean the first student day. "Fill a vacancy" shall mean that the temporary educator has initiated employment after the first student day of school.); or

1.2.11.3 fill a position which has been designated as temporary or experimental. Such position designation shall not extend beyond two (2) school years.

1.2.12 The District had taken the position that temporary professional educators were not a type of probationary professional educators. The District will no longer take that position. Temporary professional educators are probationary professional educators.

1.3 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.

1.4 There shall be two (2) signed copies of the final Agreement for the purpose of records. One shall be retained by the District and one by the Association. Within one month of the ratification of the Agreement by both parties, the District agrees to print one thousand (1,000) copies of this Agreement and agrees to deliver those copies to the Association for distribution, and to post a copy of the Agreement on the District's website. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the right and opportunity to make demands and proposals with respect to any subject appropriate for bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. The parties mutually agree that the terms and conditions set forth in this Agreement incorporate the entire understanding and agreements of the parties on all matters which were subject to negotiations. The District and the Association agree that, during the term of this Agreement, the other shall not be obligated to negotiate or bargain collectively with respect to any such matter covered by this Agreement. This Agreement may be altered, changed, added to, deleted from or modified only through the voluntary, mutual written consent of both of the parties in amendment thereto.

1.5 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.

1.6 Notice of Proposed Changes in Board Policy or Administrative Directives

The District will provide written notification to the Association President or designee of proposed changes in Board policies prior to Board approval and Administrative Directives prior to implementation in accordance with the Public Employee Collective Bargaining Act.

1.7 Should any provision of this Agreement be declared illegal by a court or agency of competent jurisdiction, said provision, as the case may be, shall be automatically deleted from this Agreement to the extent that it violates the law, but the remaining provision(s) 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 provision(s)

and the affected provision(s) shall be subject to further collective bargaining during the term of this Agreement with respect to the period covered by this Agreement.

- 1.8 Any contract between the District and an individual professional educator shall be expressly subject to the terms and conditions of the Agreement.
- 1.9 The Association has a process for contract exceptions to allow professional educators at a work site to apply for an exception to the terms and conditions of the Agreement. Contract exceptions must be submitted to the PAT Advocacy Committee using the process required by the Association. Contract exceptions must be approved by the PAT Advocacy Committee and the District prior to implementation. A contract exception is valid only for the school year for which it was approved.
- 1.10 The Association shall continue to be the exclusive collective bargaining representative, as provided in Section 1.1, 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 professional educators 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 District 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 6
WORK YEAR**

Effective July 1, 2018

See Appendix N for July 1, 2016 to June 30, 2018 Work Year language

6.1 Except as provided by Article 16, paid extended responsibility assignments, paid extra duty assignments, and voluntary attendance at in-service classes are excluded from this Article and are covered by Article 16 and Appendix B.

6.2 Standard Work Year

6.2.1 The standard work year for professional educators shall be 192 contract days consisting of:

6.2.1.1 177 instructional days

6.2.1.2 Six and one half (6-1/2) planning days

6.2.1.3 Two and one half (2-1/2) Professional Development Days

6.2.1.4 Six (6) paid holidays

6.2.2 The traditional state-wide in-service day shall not be part of the standard work year.

6.3 Extended/Reduced Work Year

6.3.1 The District, at its discretion, may extend the contract year for professional educators who work in ~~priority and focus~~ schools **identified by ODE for comprehensive or targeted support** by up to three (3) additional professional development days paid at the professional educator's per diem rate of pay. These days shall be scheduled contiguous to the standard school year through a collaborative process between the professional educators and the building administration. This section may be extended to professional educators for two (2) years after the ~~priority/focus~~ **comprehensive/targeted support** designation has ended.

6.3.2 The District shall determine the number of additional contract days in a 6.3.1 prior to the beginning of the staffing process in the preceding school year.

6.3.3 Professional educators working in schools that have a change in grade levels (e.g.: newly converted middle schools or newly converted PK-5 feeder schools) shall have mandatory additional paid professional development days added to their contract year. This only applies to the school year prior to conversion and the school year of after the conversion. Added days shall be as follows:

6.3.3.1 Newly converted middle schools: two (2) additional professional development days.

6.3.3.2 PK-5 feeder schools: one (1) additional professional development day.

6.3.3.3 Other schools: The District and PAT shall meet to determine if the number of added professional development days shall be one (1) or two (2). If no consensus is reached, one (1) day shall be added.

6.3.3.4 Added days shall be compensated at the professional educator's per diem rate of pay.

6.3.3.5 The District shall include the additional professional development days in the annual calendar and notify the professional educators assigned to work in these buildings at least three months in advance of these days unless newly hired or transferred to the schools within a shorter time

period. If professional educators do not receive the three-month notice, they are not required to attend the added professional development days and shall follow the standard published calendar.

6.3.4 Sections 6.3.1 – 6.3.3 are meant to extend the contract year for all positions.

6.3.5 New Professional Educators

6.3.5.1 New Professional Educator Orientation

Newly hired professional educators shall be required to attend one orientation day which shall be paid at the professional educator's per diem rate of pay. At least one-half of the day shall be dedicated to the basic practical details of employment including but not limited to key contract provisions, substitute teacher finder, attendance and record keeping, leaves of absence, hardware and software requests and setup, etc.

The Association and the District Human Resources Department shall jointly create the agenda and jointly coordinate the presentation of material on this day. In addition, the Association shall continue to be afforded at least one (1) hour of time on the agenda to meet with the new professional educators. The new professional educator orientation shall be scheduled the Friday preceding the beginning of the standard work year and again on the statewide in-service day for those who have not previously attended this orientation. Additional new professional educator orientations may be scheduled by mutual agreement between the parties.

6.3.5.2 New Professional Educator Training

The District may mandate the equivalent of up to two additional paid training days for newly hired professional educators. If these days are scheduled beyond the start of the standard work year, the newly hired professional educator shall receive at least one month's advance notice of scheduling.

6.3.6 Professional educators who work beyond the 192-day work year shall be paid a daily rate of pay computed at 1/192 of their annual basic salary. With the exception of Sections 6.3.1, 6.3.3, 6.3.4, 6.3.5, 6.3.7, 6.3.8, and 6.3.9, professional educators shall not be assigned work beyond the standard work year unless there is mutual agreement between the administrator and the professional educator. Professional educators who work less than the 192-day work year shall have their salary adjusted downward using the same daily rate of pay formula.

6.3.7 Media specialists/librarians shall be placed by the District on a work year of 202 days or ~~205~~ 207 days for those responsible for more than one library. Up to ten (10) additional days will be available when warranted by workload and mutually agreed upon by the administrator and the librarian. Central Staff Professional Librarians are employed on a twelve-calendar month basis with one (1) month vacation pay.

6.3.8 Counselors shall be placed by the District on a work year of 202 days. Up to ten (10) additional days will be available when warranted by workload and mutually agreed upon by the administrator and the counselor.

6.3.9 Athletic Directors shall be placed on a work year of 202 days.

6.4 Holidays

6.4.1 The six paid holidays shall be: Labor Day, Veterans Day, Thanksgiving, New Year's Day, Presidents Day, and Memorial Day.

6.4.2 To receive pay for a paid holiday, a professional educator must work (or be on paid leave) on the workday immediately preceding or following the holiday. If the first day of work for the newly hired

professional educator is immediately following the holiday the professional educator will not receive pay for the holiday.

6.5 Planning Days

6.5.1 A minimum of one full day and one half (1.5) planning days shall be scheduled prior to the first student day in the fall. These days shall be reserved for professional educators to set-up and plan for the beginning of the year.

6.5.2 There shall be one (1) planning day scheduled at the end of each quarterly grading period for a total of four (4) days; plus one day at the end of the year. However, professional educators shall have a minimum of two (2) full working days to submit grades/progress reports at the end of each grading period. No voluntary or mandatory trainings or professional development or meetings may be scheduled for professional educators on these planning days.

6.5.3 One-half (1/2) of planning day time may be used by administration for meetings with Child Development Specialists, Social Workers, School Psychologists, Audiologists, and Student Service Specialists.

6.5.4 Special Education Case Management Time:

In addition to contractually provided planning days, special education professional educators required to conference with parents and write IEPs shall be provided four (4) days of released time, per year, for that purpose. A special education professional educator may elect to use these days or the equivalent hours before or after the school year or outside his/her workday at his/her per diem hourly rate of pay.

6.6 Professional Development Days

The District will schedule two full and one half (2.5) district-directed professional development days prior to the first student day.

6.7 Evening Events / Parent-Teacher Conferences

6.7.1 Professional educators may be required to participate in up to three (3) evening school events per school year. However, principals will make a reasonable effort to see that professional educators are not required to attend more than two (2) evening events a year. Evening events shall generally last no more than two (2) hours and end by 9:00 p.m. on Monday through Thursday. Two-week's written notice shall be provided to affected professional educators. Evening events shall generally not be required on Fridays or on days preceding holidays. This provision does not apply to Social Workers, Child Development Specialists, School Psychologists, Audiologists and Student Services Specialists.

6.7.2 In addition, the District shall schedule two (2) parent conferences in the evening on two consecutive evenings. The two consecutive evening conferences must be scheduled after the planning day that follows the end of the first quarter. The calendar day following the second evening conferences scheduled must not be a workday (e.g.: can be an unworked holiday). A duty-free dinner break of at least sixty (60) consecutive minutes shall be scheduled prior to evening conferences. Evening conferences shall last no longer than three (3) hours and shall conclude by 8:30 p.m.

6.7.3 In consideration of the two consecutive evening conferences scheduled, the professional educators shall be given one paid day off which shall be notated as such on the District's published calendar.

6.7.4 Modifications to this provision must be processed using the contract exception process described in Article 1 of this Agreement.

6.7.5 At the request of a parent/guardian, a professional educator shall schedule a make-up conference for the parents/guardians who missed the regularly scheduled conference.

6.7.6 District will explore a pilot with a small group of schools to hold conferences differently (through the contract exception process for the ~~2017/18 and/or 2018/19~~ **2019-20** school years).

6.7.6.1 Options for consideration in this pilot include but are not limited to:

- a. Tracking number of hours for conferences to be scheduled based on parent and teacher availability rather than having specific days scheduled
 - i. Logistics related to things like dinner breaks for teachers and time beyond which conferences can't be schedule must be considered
 - ii. Exploring if HS should do something different
 - (1) First day open conference and second day invite only; or
 - (2) Spring conferences
 - iii. Video conferencing
- b. Pilot must take into consideration other groups that may be affected such as:
 - i. Custodians
 - ii. Nutrition Services
 - iii. Transportation
 - iv. Educational Support Professionals
- c. With respect to the pilot references above, the District shall circulate a bulletin following the 2016 Fall Parent/Teacher Conferences to Senior Directors and building leadership encouraging and promoting the ability to explore new ways to conduct Parent/Teacher Conferences for the ~~2017/18 and 2018/19~~ 2019-20 school years.
- d. The District's Office of School Performance will summarize the results of the pilot referenced above and present that summary to PAT Contract Administration Committee no later than May 1 of each year.

6.8 School Calendar

6.8.1 By January 15 of each year, the Association shall submit to the Superintendent its recommendations regarding the school calendar for the subsequent school year. With respect to the calendar ultimately adopted, the District retains the right and authority to change the days on which school shall be held and make other adjustments to the school calendar; provided such adjustments are consistent with this article. No change in this calendar shall result in any reduction of the annual salary provided for professional educators by this Agreement or in increasing the aggregate number of workdays without the consent of the Association.

6.8.2 Professional Development days and planning days shall be set in the school calendar before the end of the prior school year.

6.8.3 The following shall be considered when determining the school calendar:

- 6.8.3.1 Instructional days, added Focus/Priority Professional Development days and District organized Professional Development cannot be scheduled on the following days:
 - a. Martin Luther King, Jr. Day
 - b. Day after Thanksgiving
 - c. The calendar week in which July 4th falls
 - d. December 24th to and including January 1st
 - e. Saturdays
 - f. Sundays
 - g. All recognized PAT holidays
 - h. The Monday preceding the beginning of the work year

6.8.3.2 This exclusion does not include:

- a. Extended Responsibility
- b. Clubs
- c. Outdoor school
- d. Field Trips
- e. Competitions
- f. Athletics
- g. Non-District organized Professional Development/Events/ Training

6.8.4 Inclement Weather

6.8.4.1 The District may schedule up to a total of three inclement weather make-up days for school closures. Days not scheduled in advance on the District school calendar may not be required make up days.

6.8.4.2 With thirty (30) day notice, the District may use Presidents' Day as one of the three make-up days.

6.8.4.3 The four (4) potential make-up days shall be marked on the school calendar, but professional educators will be required to make up a maximum of three unless 6.8.4.4 is required.

6.8.4.4 Notwithstanding 6.8.4.1, if the three days are insufficient for the District to meet the state required instructional time, the District and Association shall meet and discuss options. In the absence of an agreement how to make up days, the District may require professional educators to work additional days at the end of the year necessary to meet state requirements.

6.8.4.5 The District counts instructional minutes and parent-teacher conference days towards meeting the state required instructional time.

6.8.4.6 If the District converts instructional days to professional development days, it will count those days toward state required instructional time.

6.8.4.7 The District will consider inclement weather when setting the seniors' graduation date.

ARTICLE 7 WORKDAY

- 7.1 Except as provided by Article 16, paid extended responsibility assignments, paid extra duty assignments, and voluntary attendance at in-service classes are excluded from this Article and are covered by Article 16 and Appendix B.
- 7.2 Workdays for professional educators shall only be Monday through Friday.
- 7.3 ~~The standard workday for professional educators, except as provided in Section 7.4 below, shall be seven and one half (7 1/2) hours. (effective July 1, 2016 to June 30, 2018)~~
- ~~Starting with the 2018-2019 school year, The standard workday for professional educators, except as provided in Section 7.4 below, shall be seven hours and 45 minutes. The last fifteen (15) minutes of time during the work day shall be designated as individual planning time for professional educators, except on Tuesdays on which staff meetings are held. On those Tuesdays, the last fifteen (15) minutes of time during the workday will be used as the first part of the 90-minute staff meeting.~~
- 7.4 8-hour workday for Child Development Specialists, Social Workers, School Psychologists, Audiologists and Student Services Specialists.
- 7.4.1 The workday for Child Development Specialists, Social Workers, School Psychologists, Audiologists and Student Services Specialists shall be eight (8) hours, including a minimum of thirty (30) continuous minutes for duty-free lunch. The daily work schedules shall allow for a fifteen (15) minute rest period in the a.m. and p.m.
- 7.4.2 With mutual agreement, Child Development Specialists, Social Workers, School Psychologists, Audiologists and Student Services Specialists 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 eight (8) hour workday and 40-hour work week. The current practices in existence for scheduling the workday for School Psychologists, Social Workers, Child Development Specialists, Audiologists and Student Services Specialists will continue throughout the duration of the Agreement.
- 7.4.3 This section does not apply to any other professional educators not specifically listed above.
- 7.5 The workday for professional educators in the building shall begin at least fifteen (15) minutes before the student day and shall extend at least fifteen (15) minutes beyond the student day. Professional educators shall not be required to perform duties for more than seven-and-one-half (7^{1/2}) minutes of the fifteen (15) minutes immediately before and/or for more than seven-and-one-half (7^{1/2}) minutes of the fifteen (15) immediately after the student day. No professional educators shall be required to report prior to 7:45 a.m. or remain later than 4:15 p.m. For program reasons, the afternoon ending time can be adjusted to 5:15 p.m. for a few professional educators in a building providing that volunteers will be solicited whenever possible. The two above exceptions will not extend the number of hours in a standard workday.
- 7.6 If an administrator requests that a professional educator provide instruction (e.g. tutoring or small group instruction, outside of the professional educator's workday, and the professional educator volunteers to do so, such professional educator shall be compensated at their per diem hourly rate of pay.
- 7.7 Duty-free Lunch
- 7.7.1 All professional educators who work two-thirds (2/3) or more shall have a minimum of thirty (30) continuous minutes of duty-free lunch. Regardless of FTE, any professional educator who works a full day shall have thirty (30) continuous minutes of duty-free lunch on that day.

- 7.7.2 Passing time during which a professional educator has direct responsibility for students shall not be part of the thirty (30) minutes duty-free lunch. Professional educators who leave the school site during such period shall notify the school office.

7.8 Individual Planning Time

- 7.8.1 Professional educators who work two-thirds (2/3) time who directly provide instructional services to students shall be provided planning time during the workday as follows:

7.8.1.1 High Schools (Grades 9-12): Not less than the equivalent of one (1) standard class period per day;

7.8.1.2 Middle Schools (Grades 6-8, except self-contained 6th grade classes): Not less than the equivalent of one (1) standard class period per day;

7.8.1.3 ~~Elementary Schools (Grades PK-5 and self-contained 6th grade classes): Not less than two hundred and sixty (260) minutes per standard work week (prorated for partial weeks). There shall be at least one daily block of planning time of at least forty (40) continuous minutes. (Effective July 1, 2016 to June 30, 2018)~~

Not less than three hundred and twenty (320) minutes per standard work week (prorated for partial weeks). There shall be at least one daily block of planning time of at least forty (40) continuous minutes. ~~(Effective July 1, 2018)~~

7.8.1.4 Regardless of FTE, any professional educator who works a full day shall have planning time on that day.

7.9 Restroom Breaks

The building principal shall ensure that arrangements are made for restroom breaks for professional educators.

7.10 Meetings/Trainings

- 7.10.1 ~~For the 2016-17 and the 2017-18 school years, professional educators may be required to attend meetings or training sessions for up to two (2) hours beyond the workday on Tuesdays.~~

~~Beginning in the 2018-19 school year, Professional educators may be required on thirty (30) Tuesdays during the school year to attend meetings or training sessions starting at the beginning of the fifteen (15) minute planning time at the end of the day and continuing for up to one hour and fifteen minutes beyond the workday.~~

- 7.10.2 The District will publish a schedule of the thirty (30) staff meetings before the end of the prior school year.

7.10.3 Professional educators will be responsible for completing four (4) hours of District mandatory on line training outside of scheduled staff meeting time. There will be no staff meetings on at least two (2) Tuesdays between the start of the school year and the due date of the mandatory online training.

7.10.4 Child Development Specialists, Social Workers, School Psychologists, Audiologists and Student Services Specialists may be required to attend trainings or meetings beyond the work day on Tuesdays only if the trainings or meetings fall within their workday/workweek provisions as set out in paragraph 7.4.

- 7.10.5 Part-time professional educators shall not be required to attend meetings/trainings that are not contiguous with their workday. Required attendance at meetings/trainings contiguous with the

workday and at evening events / Parent/Teacher Conferences shall be pro-rated for part-time professional educators.

7.11 Itinerants

- 7.11.1 The workday of a professional educator who works in more than one (1) building or is assigned outside the District shall not exceed the workday above and shall be covered by planning time and other provisions of this Article.
- 7.11.2 An adequate amount of travel time shall be allowed for professional educators who must change worksites during the workday.
- 7.11.3 Neither planning time nor the duty-free lunch time shall be used for travel time between worksites.
- 7.11.4 If there are disagreements over the itinerant professional educator’s schedule and workload, the supervisor(s) and the building representative(s) shall write a summary of the dispute and submit the summary to the Human Resources and the Association for resolution.

7.12 Part-time

- 7.12.1 The workday and work load for part-time professional educators shall be proportional to that of full-time professional educators.
- 7.12.2 The workday for part-time professional educators shall be stated as a percentage of full-time in accordance with the chart below. Other percentages shall be calculated in the same manner.

Workday – 7.0 Hours 45 Minutes

<u>Percentage</u>	<u>Time</u>
10% (.10)	47 minutes
20% (.20)	1 hr. 33 minutes
25% (.25)	1 hr. 56 minutes
30% (.30)	2 hrs. 20 minutes
40% (.40)	3 hrs. 06 minutes
50% (.50)	3 hrs. 53 minutes
60% (.60)	4 hrs. 39 minutes
66% 2/3%	5 hrs. 07 minutes
70% (.70)	5 hrs. 26 minutes
75% (.75)	5 hrs. 49 minutes
80% (.80)	6 hrs. 12 minutes
90% (.90)	6 hrs. 59 minutes
100% (1.0)	7 hrs. 45 minutes

Workday – 8 Hours

<u>Percentage</u>	<u>Time</u>
10% (.10)	48 minutes
20% (.20)	1 hr. 36 minutes
25% (.25)	2 hours
30% (.30)	2 hrs. 24 minutes
40% (.40)	3 hrs. 12 minutes
50% (.50)	4 hours
60% (.60)	4 hrs. 48 minutes
66% 2/3%	5 hrs. 20 minutes
70% (.70)	5 hrs. 36 minutes
75% (.75)	6 hours
80% (.80)	6 hrs. 24 minutes
90% (.90)	7 hrs. 12 minutes
100% (1.0)	8 hours

- 7.12.3 FTE for part-time professional educators may fluctuate from year to year from .5 FTE to .66 FTE, .67 FTE to .74 FTE, .75 FTE to .99 FTE based on the needs of the particular assignment. A reduction in FTE that results in a reduction of benefits/planning time/lunch etc. for the professional educator shall be considered a layoff subject to the provisions of Article 20.
- 7.12.4 If there are disagreements over the part-time professional educator’s schedule and/or workload, the supervisor and the building representative shall write a summary of the dispute and submit the summary to the Human Resources and the Association for resolution.

ARTICLE 8 WORKLOAD

- 8.1 Except as provided by Article 16, paid extended responsibility assignments, paid extra duty assignments, and voluntary attendance at in-service classes are excluded from this Article and are covered by Article 16 and Appendix B.
- 8.2 The work load of professional educators shall be generally comparable to that which existed in the 2017-18 school year.
- 8.3 Overload Pay
- 8.3.1 Section 8.3 shall remain in effect in a status quo period.
- 8.3.2 Overloads (Effective starting with the 2018-19 school year)¹
- 8.3.2.1 Student loads will be calculated on the third Monday in October and the third Monday in February. If a professional educator's load exceeds the limits in 8.3.3, the District will implement one of these three options:
- a. Within two weeks, move students to meet the limit.
 - b. Within two weeks provide .5 FTE educational assistant for an elementary general education classroom, or a paraeducator for a special education classroom. Except as provided in 8.3.2.2, the professional educator may decline the assistant or paraeducator and select the stipend, or
 - c. Pay any professional educator over a threshold a stipend equal to 1.5% of the base BA+0 salary per semester; except for the two exceptions noted in the table in 8.3.3.1.
- 8.3.2.2 Assistants or paraeducators already assigned to the class due to threshold estimates will count towards this relief and may not be declined in favor of a stipend.
- 8.3.2.3 The stipend will be paid as part of the next payroll period.
- 8.3.2.4 The methodologies for determining which classes are regular or performance classes and how to count students in certain class configurations are addressed in the Appendix M.
- 8.3.2.5 For professional educators in multiple buildings, or for professional educators working less than 1.0 FTE, the stipend will be prorated.

¹ Not a staffing model

8.3.3 Overload Pay Threshold and Percentage Charts

8.3.3.1 Effective July 1, 2018, the following teaching/caseload thresholds shall be established with the expectation of providing overload pay to individual professional educators if the District chooses to exceed these thresholds.

a. Elementary (PK-5)

Position	Teaching Load Threshold for Overload Pay	% of Base Salary increased per Student over the Thresholds
K	24	3% (1.5% each semester)
1-3	26	3% (1.5% each semester)
4-5 (and self-contained 6 th grade)	28	3% (1.5% each semester)
Elementary Specialists including librarians/media specialists	Determined by average overload of the building beginning with the average of 1.0 overage. The average will be rounded to the closest whole number thereafter.	3% (1.5% each semester)

b. Middle School / High School Grades (6-12)

Position	Teaching Load Threshold for Overload Pay	% of Base Salary increased per Student over the Threshold
MS Teachers	150	Increase salary by 3% (1.5% each semester) per five Students over Threshold (triggered by first student over)
MS Performance Class Teachers	220	Increase salary by 3% (1.5% each semester) per five Students over Threshold (triggered by first student over)
HS Teachers	160	Increase salary by 3% (1.5% each semester) per five Students over Threshold (triggered by first student over)
HS Performance Class Teachers	225	Increase salary by 3% (1.5% each semester) per five Students over Threshold (triggered by first student over)

c. Overload Pay for Special Education Teachers and Specialists

Position	Teaching Load / Caseload Threshold for Overload Pay	% of Base Salary increased per Student over the Threshold
Special Education Teachers Special Schools Program (Pioneer)	10 students	Increase salary by 5% (2.5% each semester) per student over the Threshold
Special Education Teachers Self Contained-Focus Classrooms	13 students	Increase salary by 5% (2.5% each semester) per student over Threshold
Special Ed. Teachers (Learning Center HS)	32 students	Increase salary by 3% (1.5% each semester) per Student over Threshold
Special Ed. Teachers (Learning Center MS)	31 students	Increase salary by 3% (1.5% each semester) per Student over Threshold
Special Ed. Teachers (Learning Center PK-5)	30 students	Increase salary by 3% (1.5% each semester) per Student over Threshold
Speech and Language Pathologists	50 students	Increase salary by 3% (1.5% each semester) per Student over Threshold
Elementary Counselors	1 to 525 students	Increase salary by 3% (1.5% each semester) per 10 Students over Threshold (triggered by first student over)
Middle School Counselors	1 to 475 students	Increase salary by 3% (1.5% each semester) per 10 Students over Threshold (triggered by first student over)
High School Counselors	1 to 400 students	Increase salary by 3% (1.5% each semester) per 10 Students over Threshold (triggered by first student over)
Middle School Librarians/Media Specialists	1 to 850 students with credit of 375 students for full-time library assistant.	Increase salary by 3% (1.5% per semester) per 100 students over the Threshold (triggered by first student over)

High School Librarians/Media Specialists	1 to 1100 students with credit of 425 students per fulltime library assistant and/or 325 students per fulltime book clerk.	Increase salary by 3% (1.5% per semester) per 100 students over the Threshold (triggered by first student over)
School Psychologists	1 to 135 special education students	Increase salary by 3% (1.5% each semester) per five (5) Students over Threshold (triggered by first student over)

8.3.4 Elementary specialist classes will not exceed 35 students per class.

~~8.3.5 Overload Pay for exceeding thresholds for media specialists/librarians shall be discussed in a separate workgroup that will make recommendations to both parties by June 1, 2018.~~

8.3.5 The methodology for identifying performance classes is as follows:
 Classes such as PE, band, choir, physical education and theater are performance classes. Any class that is more like a traditional academic class such as history or biology would not be considered a performance class. For example, Sports Physiology, which is listed in the course description as a challenging academic course requiring course work and study is a course more akin to biology and is not a performance class. History and literature of the theater is more akin to literature courses and is not a performance class. Drama – Stage craft is more akin to performance classes like Dance Technique or Weight Training. Classes labeled as “student support, tutorial, and study skills” shall be classified as regular classes. Performance classes are distinguished by being more of the nature of a “performance” or “production” as compared to a traditional “academic” class in which there is direct instruction. The parties shall meet as necessary (but at least annually) to review the list of classes and to determine if new classes should be listed as performance classes for purposes of Article 8.

8.3.6 Special student count rules:

- a. Teaching Assistants and Peer Mentors shall not be counted towards student loads, so long as the teacher voluntarily agrees to have these students in his/her classroom and so long as the total number of teaching assistants or peer mentors for a full-time teacher does not exceed ten (10). A teacher shall not accept more than ten (10) teaching assistants or peer mentors.
- b. Students in an independent study do not count on that teacher’s load, so long as the teacher voluntarily agrees to have the student in his/her classroom and there are no more than two (2) students in the independent study per class period, and no more than a total of six (6) students in independent study. A teacher shall not accept more than two (2) students per period in independent study or more than six (6) total.
- c. Students in “double blocks” shall be counted in each class.

8.4 Overload Relief for Exceeding a Number of Unique Preparations

8.4.1 Section 8.4 shall remain in effect in a status quo period.

8.4.2 The District will pay \$1,000 per semester to a professional educator who functions as a high school, middle school or departmentalized 6-8 grade classroom teacher for each additional unique preparation

over three (3). The District will produce a report of preparation each semester to monitor and inform the District and Association of the situation.

8.4.3 Preparations are defined as the number of unique courses for which a professional educator must prepare (e.g., Algebra 1, US History). AP and IB courses shall be considered unique courses.

8.5 Duties

Duties assigned during the workday to professional educators shall not infringe upon their duty-free lunch period and/or planning time. Good faith consideration of fairness and balance will be made in assigning such duties to professional educators. SLPs, School Psychologists, Counselors, QMHPs and other specialists shall not be assigned more duty time than what is generally assigned to other professional educators.

8.6 Progress/Grade Reports

8.6.1 Professional educators shall be responsible for no more than four (4) progress/grade reports per year, except a mid-term report may be necessary when a student is in danger of failing or her/his behavior or achievement shows a significant decline.

8.6.2 Professional educators shall make arrangements as may be necessary to meet with students and parents at reasonable times outside the normal workday. Regularly scheduled parent conference days are not covered by this Section.

8.7 Substituting for other Professional Educators

8.7.1 Every effort will be made to employ substitute teachers to cover classes of absent teachers. Except in true emergency situations and except as otherwise provided in 8.7.2, professional educators shall not be required to substitute for other professional educators. The District shall maintain a system that allows professional educators an option to select their preferred substitutes.

8.7.2 Site Support Instructors (SSIs)

8.7.2.1 The parties have agreed to establish a licensed teaching personnel position entitled Site Support Instructor (SSI). This position shall fall within the scope of the School District No. 1 Multnomah County Oregon and Portland Association of Teachers Collective Bargaining Agreement (CBA).

8.7.2.2 Starting in the 2017-18 school year, the District may engage up to 15 Site Support Instructors. The number of SSIs and the location shall be determined by the District prior to staffing. The District shall review the data for the current and previous school year past select buildings based on the percentage and number of unfilled substitute jobs in the building. For purposes of Article 18, Transfers the District shall reassign current SSIs to buildings for the next school year prior to the internal staffing process so that SSIs will know their assignment for the following year prior to considering other assignments. SSIs may apply in the internal and external staffing process as otherwise provided in Article 18.

8.7.2.3 The SSI is considered a regular member of the staff in the building to which s/he is assigned and will not be used to fill vacancies at other buildings.

8.7.2.4 The SSI will be provided a workstation at the building to which s/he is assigned with computer access and a District email address.

8.7.2.5 The SSI will not be used in place of requesting a substitute through the District substitute system.

8.7.2.6 The SSI will not be used for long-term substitute positions.

- 8.7.2.7 The SSI may be used in a variety of classroom settings in any one day. However, a SSI may not be assigned to cover the work of more than one professional educator each day.²
- 8.7.2.8 The SSI may be utilized to cover classroom instruction so that another professional educator may attend to a need designated by the building administrator or the building administrator's designee.³
- 8.7.2.9 Generally, the SSI will not have a disproportionate amount of duty/supervision in any given day.
- 8.7.2.10 All the terms and conditions of the Agreement shall apply to the SSI except:
- a. The SSI may work an adjusted daily work schedule to meet the demands of planning for instruction with little notification. The daily work schedule will be determined collaboratively between the SSI and the building Administrator or the building Administrator's designee.
 - b. The starting time for the SSI shall not be before 7:00 a.m. without a specific contract exception.
 - c. Except as provided in Section d below, the workday for the SSI shall not exceed seven hours and 45 minutes (7.75 hours) without a specific contract exception.
 - d. The daily work schedule for the SSI may be extended to provide time to attend staff meetings that may normally occur beyond his/her workday. If the daily schedule is so extended, the individual shall be granted time off with pay within the same workweek equal to the amount of time his/her schedule was so extended. If the daily schedule is extended but the SSI is not granted time off with pay within the same workweek equal to the amount of time his/her schedule was so extended, the SSI shall be compensated at his/her per diem hourly rate for such extended time. The extended workday shall not exceed eight (8) hours without a specific contract exception.
 - e. SSIs shall receive the same daily prep/planning time otherwise due to the individual s/he is assigned to cover.
 - f. The SSIs shall be eligible to accept any Extended Responsibility pay opportunities that the building Administrator or the building Administrator's designee merits to be in the best interest of the school.
 - g. In collaboration with the building Administrator or the building Administrator's designee, the SSI may pursue District supported professional development that will promote his/her opportunities for regular employment.
 - h. SSI shall be allowed to participate in all professional development and training offered to the general staff. Any such professional development and/or training offered outside the workday shall be paid in accordance with Section 21.2.
 - i. For the purposes of Section 18.6 (Administration Initiated Transfers), the SSI are to be treated as an individual classification rather than as a part of the building teaching staff.

² The parties agree to continue to discuss the working conditions applicable when a SSI is assigned to cover the work of more than one professional educator in a day.

³ It is expressly understood that the instances when the SSI is utilized in this manner will be thoughtfully placed and assigned by the building Administrator or the building Administrator's designee so that the SSI can be successful in his/her coverage.

- j. For the purposes of the articles on layoff and transfer, SSI shall be considered as a “subject”.
- k. Notwithstanding subparagraph (j) above, competency for the purpose of placement within the District but outside of the SSI position shall be defined as the ability to teach a subject or grade level based on recent teaching experience related to that subject (as further defined by Appendix D) or grade level within last five (5) years, or educational obtainments, or both, but not based solely on being licensed to teach.

8.8 Mother Friendly Workplace

- 8.8.1 The District shall provide reasonable break time for an employee to express breast milk for her nursing child for one year after the child’s birth each time such employee has need to express the milk. The District shall post the administrative directive entitled Mother Friendly Workplace (5.50.059-AD) at each site and shall include the administrative directive in the new hire materials and maternity leave paperwork.
- 8.8.2 If feasible, mothers shall take the rest periods to express milk at the same time as the break times or meal periods that are otherwise provided to the professional educator. When not feasible, coverage shall be provided.
- 8.8.3 Administrators may assign Site Support Instructors to provide coverage, with no additional compensation. If a Site Support Instructor is not available, Administrators may ask other professional educators to voluntarily provide coverage. When a professional educator (other than a Site Support Instructor) voluntarily agrees to provide coverage, time in consideration of work missed while providing coverage shall be scheduled outside of the standard work day at a time mutually agreed to between the professional educator and the Administrator and shall be paid at the professional educator’s per diem hourly rate of pay for such time.

8.9 IEPs

- 8.9.1 Professional educators who are required to conference regarding IEPs shall have a substitute provided to allow for such meetings to occur within the workday. If a professional educator volunteers to attend such conference outside of the workday, such member shall be compensated at his/her per diem hourly rate for conferences which take place beyond the contract day. A professional educator who chooses to conference during her/his individual planning time, including the 15 minutes at the end of the work day, can do an equivalent amount of planning time outside of the work day and be compensated at her/his hourly rate for the length of the conference.
- 8.9.2 Professional educators who are required to write student plans other than IEPs, including Gifted Student plans or 504 plans, shall be provided at the professional educator’s option either release time or compensation at his/her per diem hourly rate. One hour shall be allotted for each student plan.

8.10 Special Education Spaces and Materials

Special Education professional educators shall have:

- 8.10.1 A dedicated space/classroom;
 - 8.10.2 Instructional, academic, and curriculum materials available in classroom; and
 - 8.10.3 Materials and curriculum for social/emotional skill needs of the students available in the classroom.
- 8.11 The District shall supply and maintain materials in current adoptions. The District shall provide professional educators with related core instructional materials and an opportunity for in-service before requiring implementation of new adoptions, programs or curricula.
 - 8.12 Curriculum Materials in Language of Instruction

The District shall make every effort to provide professional educators working in dual language immersion programs equivalent district-adopted materials to those teachers instructing in English-only classes. An educator may make a request to the Department of Dual Language for the needed materials. If such materials are not available, the Department of Dual Language will either:

- 8.12.1 Arrange for the materials to be translated and provided, or
 - 8.12.2 If a professional educator and the Department of Dual Language agree in writing that the professional educator will translate specific materials necessary for core instruction, the professional educator will be compensated at his/her hourly rate for additional hours agreed upon in advance. To receive compensation, the professional educator must submit the translated materials to the Department.
 - 8.12.3 When materials are produced by the Department or by a professional educator, the Department will make the materials available to all other educators teaching in the same program.
- 8.13 Each professional educator may request access to a phone in a private area during the contract day, and a good faith effort will be made to provide such access.
 - 8.14 Professional educators shall have access to a computer as may be necessary to carry out their responsibilities. All professional educators shall have access to a copy machine and an adequate amount of paper to meet the required needs of instruction.

ARTICLE 12 COMPENSATION

12.1 Salary Schedules

- 12.1.1 Index. The salary schedule indices are set forth in Appendix A-1.
- 12.1.2 Appendix A-2 sets forth the basic annual salaries for the period July 1, ~~2016~~ 2019, through June 30, ~~2017~~ 2020. The ~~2016-17~~ 2018-19 salary schedule shall be increased by **3%**.
- ~~12.1.3 Appendix A-3 sets forth the basic annual salaries for the period between July 1, 2017 and June 30, 2018. Effective July 1, 2017, the salary schedule shall be increased 2.75%.~~
- ~~12.1.4 Appendix A-4 sets forth the basic annual salaries for the period between July 1, 2018 and June 30, 2019. Effective July 1, 2018, the salary schedule shall be increased by 2.25%.~~
- 12.1.3 Professional educators with a doctorate degree in field related to assignment shall receive an additional \$1500 per school year (effective July 1, 2016 to June 30, 2018). Professional educators with a doctorate degree in field related to assignment shall receive an additional \$2,000 per school year. ~~retroactive to July 1, 2017.~~
- 12.1.4 Professional educators who have received and retain a National Board Certification for Professional Teaching Standards shall receive an additional \$1500 per school year. Only Professional Educators with NBCPTS will receive this stipend after July 1, **2020** ~~2019~~. Stipends paid inadvertently to professional educators for national board certifications other than NBCPTS will be grandfathered until June 30, **2020** ~~2019~~ and then discontinued. **The District and The Association agree to convene a workgroup to review appropriate stipends for certifications available to educators by June 30, 2019.**

12.2 Salary Placement

All professional educators shall be placed on the salary schedule based upon their prior work experience and education/training level. Additional information about salary placement can be found in the *Guidelines for Professional Growth/In-service* (see reference in Section 21.2).

12.2.1 Educational Credit

- 12.2.1.1 At such time that the State of Oregon requires completion of a “5th year” program for licensure, new professional educators shall be given credit for the hours required following the Bachelor’s degree for completion of a “5th year” program up to a maximum of forty-five (45) quarter hours. Currently employed professional educators, who have completed a “5th year” program but were not given credit at the time of employment, shall be given credit on the salary schedule up to the BA+45 column.
- 12.2.1.2 Vocational professional educators may receive credit for technical coursework taken at a community college. Such courses shall be relevant to the professional educator’s field of preparation and to service as a professional educator in this District.
- 12.2.1.3 In order to receive a salary adjustment retroactive to the beginning of the current school year, a professional educator must, by October 31st, provide the Human Resources Department with proof of completion of coursework. Adjustments based upon proof received after October 31st will be made effective the **first day of the next pay period.** ~~second month following the month received.~~

12.2.1.4 ~~A Master's degree earned prior to licensure will be counted for placement on the MA+o column. No other graduate credits earned prior to licensure will count for salary placement.~~ **Multiple Graduate Degrees and Graduate Credits**

Placement on the salary schedule and salary advancement for professional educators with multiple graduate degrees shall be in accordance with the following:

- a. **Educational experience (lane advancement) shall be granted for any fully completed graduate degree (MA, MFA, JD, PHD, etc., regardless of date of licensure.**
- b. **Column salary credit (lane advancement) will not be limited to a single graduate degree.**
- c. **Educational experience would be based on the order the graduate degrees were earned. The first graduate degree earned would advance the professional educator to the MA lane. The second graduate degree earned would count as graduate credits beyond the MA+o lane.**
- d. **No graduate credits prior to licensure shall be credited towards lane advancement unless/until they become part of a completed graduate degree.**
- e. **Graduate credits earned outside of a degree program are eligible for salary advancement, as long as they are earned after licensure and are consistent with the requirements in the In-Service Guidelines**

12.2.2 Experience Credit

12.2.2.1 Newly hired temporary or probationary professional educators who have previous experience/experience working in a PK-12 school setting where the responsibility was similar to that of professional educators in the Portland Public Schools shall be given experience credit on the following basis:

- a. one (1) year of credit for each full year of full-time experience (minimum one hundred thirty-five (135) days within the regular school year); and
- b. one (1) year of credit for each two (2) years of part-time experience that is half-time or more but less than full-time (minimum of one hundred thirty-five (135) days within the school year).
- c. Verification of experience shall be made by the Human Resources Department.

12.2.2.2 Central Staff Professional Librarians, and other Central Office professional educators, shall be placed on the salary schedule in accordance with the educational requirements for teachers. In determining years allowed for the equivalency of outside experience for teacher-librarians, teachers of speech and hearing and teachers in special schools who are otherwise qualified, one hundred thirty-five (135) days, while employed on a professional full-time basis, shall be counted.

12.2.2.3 Any professional educator who resigns shall, upon re-employment, be placed on the salary schedule on the same basis as a new hire, except that, if the professional educator 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 District that the resignation be rescinded.

12.2.2.4 Teaching experience shall be granted for prior kindergarten or nursery school teaching provided the teaching was in a licensed position and in a standard school administered by the public-school system, or in a private school accredited or approved under state laws of standardization.

- 12.2.2.5 Full-time 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.
- 12.2.2.6 Credit for a sabbatical leave of absence for study during previous employment with this District shall be allowed as experience, subject to the 135 days school year criterion. No credit for leaves of absence from a school district outside of PPS will be allowed as experience.
- 12.2.2.7 Salary adjustments on the basis of experience will be made only after official verification, and shall become effective during the payroll period in which approved. Such salary adjustments will not be retroactive, except that experience verified within sixty (60) days of the start of employment shall be retroactive to the first day of employment.
- 12.2.2.8 In the event that records have been destroyed, a notarized statement from two (2) responsible adults, other than relatives, having knowledge of the professional educator's experience, may be accepted.
- 12.2.2.9 A professional educator assigned to a vocational teaching position shall be granted salary credit for a related vocational experience on the following basis:
- a. Non-degreed applicants shall be eligible for placement on the "BA" column of the 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 applicants who are required to have related work experience in order to qualify for a vocational license shall receive credit for each year of work experience required for the licensure. Eight (8) months of experience in a 12-month period shall be considered the public-school system, or in a private school accredited or approved under state laws of standardization.
- 12.2.2.10 School psychologists' placement and progression shall be on the MA+45/BA+105 column of the salary schedule with one (1) step for each full year of experience as a full-time school psychologist and one (1) step for each year of experience as a teacher, counselor, clinical psychologist or similar occupation.
- 12.2.2.11 Speech and Language Pathologists' placement and progression shall be on the MA+45/BA+105 column of the salary schedule with one (1) step for each full year of experience as a full-time teacher or speech and language pathologist and one (1) step for each two (2) years of experience as a part-time teacher or speech and language pathologist with part-time meaning at least half time.
- 12.2.2.12 For newly employed social workers, one (1) year of experience credit shall be given for each full year of experience as a social worker with a Master of Social Work degree (MSW), and one (1) year of experience credit for each one (1) year of experience as a social worker prior to a MSW or as a teacher, counselor, caseworker, or similar occupation. Plus hour credit shall be given for course work taken following obtaining a Master of Social Work degree (MSW).
- 12.2.2.13 Placement on the salary schedule for child development specialists, behavior management specialists and student service specialists shall be as follows:
- a. One step for each full year of experience as a social worker, teacher, counselor, child development specialist, behavior management specialist, student service specialist or in a similar occupation as determined by the District.

- b. Credit will be given for relevant course work beyond a Bachelor's Degree taken after initial employment in a position similar to that as a social worker, teacher, counselor, child development specialist, behavior management specialist, student service specialist or similar occupation. Credit will be given for Master's degree.

12.3 Salary Advancement

- 12.3.1 Advancement by reason of change in educational status (lane advancement) shall be in accordance with the article on Professional Growth. Additional information about salary advancement can be found in the *Guidelines for Professional Growth/In-service* (see reference in Section 22.2).
- 12.3.2 Plus hours beyond initial salary placement must be based on coursework at accredited colleges or universities.
- 12.3.3 Employees, who earn a credit level necessary to advance to another column on the salary schedule, shall be paid at the new salary level **effective the first day of the next pay period after** ~~within twenty (20) workdays of~~ supplying verification to the District. Such salary adjustments will not be retroactive, except that credits verified by October 31 shall be retroactive to the beginning of the school year.
- 12.3.4 Effective July 1 of each year, professional educators, except those on the highest step of each column, shall receive a step increase.
- 12.3.5 A professional educator who works half-time or more shall be entitled to a step increase if s/he works fifty percent (50%) or more of his/her work year. Regularly credited sick or other paid leave for which professional educators receive full or partial pay shall count as days worked.

12.4 Payroll Checks

- 12.4.1 Professional educators 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.
- 12.4.2 The method of payment selected by a professional educator cannot be changed during the course of the school year.
- 12.4.3 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., professional educator contributions to health and welfare insurance, credit union, etc.).
- 12.4.4 Professional educators shall be paid on the last business day of the month. During the summer period checks shall be mailed to the designated address of the professional educator at the end of each month. The parties shall continue to discuss the possibility of moving to a system of bi-monthly paychecks.
- 12.4.5 If a professional educator is dismissed before receiving the entire number of monthly payments selected under Paragraph 1, the District shall make a lump sum payment within two (2) business days to the professional educator.
- 12.4.6 Salary payments for extended responsibility assignments of a seasonal nature, such as coaching, shall be paid at the professional educator's option: (a) in a lump sum at the end of a season, or (b) prorated over a three-month period during the season, or (c) prorated over the months remaining in the work year following the beginning of that season.
- 12.4.7 Part-time and Extended Contracts

- 12.4.7.1 Professional educators, who work less than full-time, shall be paid at a pro-rata portion of the full-time salary. Part-time contracts shall be paid out over the regular 10- or 12-month paychecks. Other unpaid leave/time shall be deducted in the next paycheck.
- 12.4.7.2 Professional educators, who are granted an extended contract to work beyond the normal work year, shall be paid at their normal per diem rate for each additional day (or portion thereof). Extended contracts that are known at the beginning of the year shall be paid out as part of the normal paychecks (over 10 or 12 paychecks). Other extended hours/contract days shall be paid in the next month's paycheck after the work has been completed.

12.5 Special Salary Provisions

- 12.5.1 If there are no applicable special salary provisions or extended responsibility provisions listed in the contract, professional educators shall be paid their per diem hourly rate for work specifically requested by the District beyond the work day/year.
- 12.5.2 Upon mutual agreement between the professional educator and the administrator, professional educators may be paid special salary provisions as listed below. Changes in this section are effective upon ratification of this contract.
 - 12.5.2.1 The daily rate for the base salary is the per diem rate of the base salary in Appendix A (Step 1 on the BA+0 column).
 - 12.5.2.2 Professional educators working in the regular day school, evening high school, and home instruction program shall receive .22 times the daily rate for the base salary per hour or the member's hourly rate; whichever is higher. Such professional educators shall not teach more than ten (10) hours per full workweek under this provision.
 - 12.5.2.3 Professional educators assigned as Student Activity Advisors and for student supervision at times after the workday shall be paid 0.13 times the base salary daily rate per hour. Non-paid volunteers may be used in these positions only if such positions would not otherwise be filled by unit members.
 - 12.5.2.4 A professional educator appointed to substitute in an administrative or supervisory position shall be paid his/her teaching salary plus 0.17 times the base salary daily rate per working day for a short-term emergency period. When the professional educator assumes full responsibility for the administrative or supervisory position for an extended period of time, s/he shall receive the pay of the regular appointment. A professional educator who serves in such 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 professional educator shall be provided in addition to such pay.
 - 12.5.2.5 Rate of pay for teachers of in-service classes shall be 2.0 times the base salary daily rate per credit hour.
 - 12.5.2.6 Professional Educators of Outdoor School shall receive an additional 0.65 times the base salary daily rate. If Outdoor School is held on a Sunday, and the professional educator volunteers to work, he/she shall be paid 1.3 times the base salary daily rate.
 - 12.5.2.7 Rates of pay for professional educators for each half-day session of Summer School shall be 3.2 times the base salary daily rate.
- 12.5.3 Each school year the Human Resources Department shall post the rates of pay for all rates included in Section 12.5 Special Salary Provisions.

12.6 Fingerprinting

The District agrees to annually budget a fund to pay for the cost of fees charged by agencies for fingerprinting and the accompanying criminal check required by TSPC or the ODE.

12.7 Materials and Supplies Stipend

Each professional educator shall receive one hundred dollars (\$100) per school year to purchase materials. This stipend is in addition to those materials and supplies that are normally budgeted by the District.

ARTICLE 13
INSURANCE PROTECTION

13.1 Health and Welfare Trust

~~13.1.1 The provisions of this article between July 1, 2016 and December 31, 2017 were the same as in effect on June 30, 2016. The following shall be in effect starting January 1, 2018 or as specifically provided below.~~

13.1.1 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.

13.1.2 Subject to the qualifications stated below, the monthly District contribution to the Trust toward the costs of health insurance benefits, including medical, dental, vision, prescription drug, and group term life insurance, and associated administrative costs and Trust reserves for full-time professional educators, and their eligible dependents and domestic partners is as follows:

13.1.2.1 The District shall contribute for full-time eligible professional educators and their eligible dependents and domestic partners ninety-three percent (93%) of the PAT composite premium.

13.1.2.2 The professional educators shall pay any remaining amount of the PAT composite premium as a payroll deduction. Such payments shall continue to be paid as a tax-sheltered employee deduction as permitted by IRS regulations.

13.1.2.3 Group term life insurance with accidental death and dismemberment (AD&D) shall be provided with a benefit of \$50,000. Professional educators covered by health insurance benefits shall have the ability to purchase additional coverage by payroll deduction.

13.1.3 Long Term Disability

All eligible professional educators must enroll in Long Term Disability (LTD) coverage. The Association shall be responsible for setting the eligibility and plan requirements. The full premium cost of the LTD plan shall be paid by the professional educators.

13.1.4 Insurance Coverage

Professional educators may opt out of medical, dental, vision, prescription drug benefits, and additional life insurance. Neither the District nor the professional educator shall make payments to the Trust for those who opt out. However, these professional educators shall be enrolled in the \$50,000 group life insurance with AD&D at the District's expense and in the LTD plan at the professional educator's own expense. This opt out provision shall expire one year after the successor to this Agreement is ratified. However, the change will not be implemented until the start of the first plan year thereafter.

13.1.5 The benefits in existence on the date of execution of this Agreement, including the provisions identified in Appendix F, shall be maintained by the District for the full term of this Agreement, except if mandated by a new state insurance plan.

13.1.6 The District shall make this contribution from September through August of the school year. As used in this Paragraph, the words "through August" refer to the payment made by the District in early August, even though the professional educator 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 professional educator, the Trustees shall certify to the District that the professional educator (himself or herself) has such medical/hospitalization coverage through the Trust. A full contribution shall be made by the District for professional educators having a work schedule of seventy-five percent (75%) or more of a full-time professional educator. The District shall make a

contribution of fifty percent (50%) of the composite rate for professional educators having a work schedule of fifty percent (50%) up to seventy-five percent (75%) of a full-time professional educator.

13.1.7 For temporary professional educators, the District shall make a contribution to the Health and Welfare Trust in accordance with 13.1.3 for two (2) months following the end of the standard work year, as defined in Section 6.2, if the temporary professional educator(s):

13.1.7.1 worked at least half-time, and worked at least half of the contract year, and finished the contract year in a bargaining unit position; or

13.1.7.2 worked at least half-time and is retained in a bargaining unit position for the following school year.

13.1.8 Professional educators on unpaid leave of absence shall not suffer loss of benefit in excess of the period of time not worked during the regular work year. If paid leave extends up to the beginning of winter, spring and/or summer recess periods, such recess periods shall not count as time not worked.

13.1.9 The District shall assure the continuation of a tobacco abatement program, through the Health and Welfare Trust, for professional educators and their families.

13.2 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 professional educator 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 professional educator. The District may require as a condition to this coverage that before the vehicle is used on District business, the professional educator provide a license of insurance showing that he or she has at least the minimum amount of insurance required to license a vehicle in the State of Oregon. The District will reimburse the professional educator for any deductible cost the professional educator is required to pay, as a result of an on-duty accident, not to exceed five hundred dollars (\$500). Reimbursement will not be made if the professional educator is convicted of or admits to driving under the influence of intoxicants or with a suspended license.

13.3 Professional Association Insurance Program

The District shall recognize the rights of the Association to select carriers of insurance programs where membership in said program is contingent upon membership in the Association. Subject to the mechanical limits of the District's payroll system, the District shall make available payroll deductions for professional educators participating in such insurance programs.

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

13.5 Domestic Partners

Insurance coverage for same sex and opposite sex domestic partners shall be provided the same as spousal benefits. The definition of domestic partner is included as Appendix C.

13.6 Employee Assistance Program (EAP)

The District shall continue to provide an Employee Assistance Program (EAP) that allows each professional educator to refer themselves confidentially to the EAP provider.

ARTICLE 15 RETIREMENT

15.1 Unused Sick Leave

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 professional educator of the District.

15.2 Early Retirement Incentives

15.2.1 Insurance

15.2.1.1 The District shall contribute to the School District No. 1 Health and Welfare Trust the cost of medical/hospitalization plan for professional educators who:

- a. elect early retirement and are eligible to retire under the Public Employees Retirement System (PERS);
- b. have completed at least fifteen (15) years of service with the District by September 30, **2020** ~~2019~~;
- c. are at least sixty (60) years of age, but not yet eligible for Medicare; and
- d. are eligible under such plan then offered by the Trust.

15.2.1.2 The District shall pay one-half (1/2) of the cost for the spouse/or domestic partner (as defined in Appendix C) of the retiree enrolled in the Plan.

15.2.1.3 For retirees, 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.

15.2.1.4 Self-pay for such cost shall be available for qualified early retirees exercising this option to age sixty (60). This provision shall also apply for up to five (5) years or until eligible for Medicare, whichever comes first, for professional educators who become unable to work because of disability as determined by PERS or the Disability Insurance Program provided by the Health and Welfare Trust. ~~After June 30, 2016,~~ A qualifying retiree below age sixty (60) must elect to have District contributions commence upon retirement, but the District shall then cease its contributions at the end of sixty (60) months. Such professional educator may continue to maintain his/her coverage on a self-pay basis until age sixty-five (65).

15.2.2 Stipend

15.2.2.1 The District shall provide an early retirement incentive of four hundred twenty-five dollars (\$425) per month to professional educators of half-time or more who elect early retirement.

15.2.2.2 To qualify, professional educators must meet the following criteria:

- a. They must be eligible to retire under the Oregon Public Employees Retirement System; and
- b. They must have accumulated fifteen (15) years of service with the District by September 30, **2020** ~~2019~~.

- 15.2.3 Such payments shall extend for sixty (60) months or until the professional educator reaches age sixty-two (62), whichever is first. A professional educator must give written notice of retirement no later than sixty (60) days prior to the effective date. Upon death of a professional educator receiving the early retiree incentive, the remaining payments will be made to the surviving spouse or estate of the retiree.
- 15.2.4 The District and Association shall form a workgroup to meet and explore alternatives to early retirement incentives for Tier 3 professional educators that will serve as an incentive to retain mid-career members and to be cost neutral to the District.

15.3 Early Notice of Retirement

Professional educators who give early notice of retirement shall receive early notice incentives in accordance with the provisions of Section 18.2.

15.4 Re-employment of Retirees

Professional educators who retire under the Oregon Public Employee Retirement System (“PERS”) on or after December 1, and who the District re-employs between the Retiree’s PERS retirement date and June 30 (“Retirees”) are eligible for the benefits under this section.

15.4.1 The Retiree

- 15.4.1.1 Must have a PERS retirement date on or after December 1, and no later than June 1;
- 15.4.1.2 Must have submitted a written District Resignation Form ending District employment prior to the Retiree’s PERS retirement date; (Note: Under PERS rules the PERS retirement date is the first of the month after an employee ends District employment. For example, if a professional educator ends employment on the last contract day before Winter Break, his/her PERS retirement date would be January 1. If a professional educator ends employment on January 1, his/her PERS retirement date would be February 1.); and
- 15.4.1.3 Must declare in writing his/her request to begin a new employment relationship with the District as a Retiree in the Retiree’s prior position through the end of the work year or June 30, whichever first occurs. This written notice must be submitted to the District as part of the District Resignation Form no later than thirty (30) calendar days before the PERS retirement date.

15.4.2 The District will report all unused earned sick leave to PERS, except as stated in Section 15.4.4.2.c.

15.4.3 A Retiree will be re-employed by the District in the position that the Retiree held on the Retiree’s date of resignation only if all of the following conditions are met:

- 15.4.3.1 The professional educator elects to retire between December 1, and June 30 of that school year; and
- 15.4.3.2 No internal transfer options are identified; and
- 15.4.3.3 There is no one on layoff status who is qualified for the position.

15.4.4 Any period of reemployment between December 1, and June 30, is a new employment relationship between the Retiree and the District as outlined below:

- 15.4.4.1 A re-employed Retiree is expected to demonstrate reliable and regular attendance at work and meet all expectations of the assignment.
- 15.4.4.2 Pay and benefits for re-employed Retirees are set forth below:

- a. Insurance coverage under the District's insurance for active employees shall continue through July 31, if permitted by the terms of such insurance.
- b. Retiree will be paid at his/her pre-retirement rate of pay, less the 6% PERS pickup.
- c. Retiree will retain one (1) day of sick leave for each month worked, beginning the first month after his/her retirement date, and ending with the month in which the work is completed or June 30, (whichever comes first), but will not be eligible for any other District paid leaves.
- d. Retirees will not have access to professional growth or professional improvement funds.
- e. The PAT/PPS collective bargaining agreement may contain other pay or insurance provisions that apply. A Retiree performing duties such as coaching or advisor work following his/her retirement date is paid pursuant to the District/PAT collective bargaining agreement and time spent performing such extra work counts as hours for the purpose of the PERS maximum hours calculation.
- f. For purposes of clarifying the language under the PAT/PPS collective bargaining agreement regarding the Early Retirement Incentive Stipend ("ERI"), a Retiree will begin to receive the ERI upon retirement, which means "separation from service" under Internal Retirement Code Section 409A. The ERI is intended to comply with the requirements of Code Section 409A, and will be interpreted in a manner consistent with the intent.

- 15.4.5 This new employment relationship between the District and the reemployed Retiree will end on the last day of the work year in June. In no event will the Retiree's reemployment extend beyond June 30.
- 15.4.6 Promise of employment as a Retiree after the end of the contract year in which he/she retires is neither stated nor implied.
- 15.4.7 Section 15.4 shall expire one year after the successor contract is ratified.

ARTICLE 16
EXTENDED RESPONSIBILITY

- 16.1 Professional educators with an extended responsibility assignment as set forth in Appendix B, attached to and incorporated in this Agreement, shall be compensated in accordance with the provisions of this Agreement without deviation.
- 16.2 Extended responsibility pay is for activities and responsibilities performed, primarily outside the standard workday. It is understood that, except for those that are extensions of the classrooms or job assignment, extended responsibility pay positions are voluntary. Extended responsibilities may require work outside of the standard workday and/or work year. If there is a desire to change or increase these requirements, the District or Association must refer the changes to the extended responsibilities committee. Only mutually agreed upon changes shall be implemented.
- 16.3 Extended responsibilities that are an extension of the assignment are indicated in Appendix B by (*). Such extended responsibilities shall be required and shall be automatically calculated in the professional educator's salary. If the school does not have a regular classroom assignment (e.g., no newspaper class), the extended responsibility would not be included under this section. In such cases, the extended responsibility would be voluntary. Extended responsibilities that are an extension of the assignment as indicated in Appendix B by (*) are covered by Article 8.
- 16.4 When part-time professional educators hold an extended responsibility, the percentage of the extended responsibility shall be determined by the portion of the responsibility for which they are responsible. For example, a .5 FTE professional educator who is responsible for a full coaching extended responsibility shall be paid 100% of the extended responsibility rate. However, a .5 FTE TOSA shall receive .5 of the extended responsibility rate with the expectation that she/he perform .5 of the extended responsibility duties.
- 16.5 Professional Educators shall not be required to participate in non-district sponsored activities as a prerequisite to being placed in extended responsibility positions.
- 16.6 Professional Educators may request information regarding the general expectations for the extended responsibility assignment before accepting the assignment.
- 16.7 The Extended Responsibility Base rate shall be the BA, step 1 rate. All extended responsibility percentages in Appendix B shall be calculated using this base rate.
- 16.8 Placement on the extended responsibility schedule shall be based on prior experience in the particular position. However, experience in a category with more than one level shall apply to another level (e.g., vocal music A and B). Experience as an assistant coach shall not be counted toward experience as a head coach.
- 16.9 Experience credit shall be given for each year in a particular extended responsibility position.
- 16.10 With the exception of extended responsibility positions that are an extension of the classroom or assignment, extended responsibility positions are voluntary, but when filling these positions, the District will give first priority to current bargaining unit members.
- 16.11 Training for Coaches

The District may require the current hours of online training units and completion deadlines for coaches as long as the coaches can direct when the online training takes place. If other online training is required, coaches shall be paid at the professional educator's hourly rate, or at the BA+0 step 1 hourly rate for bargaining unit members who have an ER assignment but no additional classroom/job assignment as a PAT bargaining unit member (ER-only bargaining unit members). Training for coaches other than self-directed online training is voluntary and paid at the professional educator's hourly rate, or at the BA+0 step 1 hourly rate for ER-only bargaining unit members.

16.12 Extended Responsibilities Committee

16.12.1 A joint committee of six (6) members, three (3) designated by the Association and three (3) by the District, shall be formed to review the extended responsibility schedule (Appendix B).

16.12.2 This Committee is expected to:

- 16.12.2.1 review and/or develop current job descriptions for all extended responsibilities positions, starting with the technology coordinators and TOSA job descriptions;
- 16.12.2.2 develop a comparison of the extended responsibilities pay with comparable positions in other school districts in the Portland metropolitan area, starting with the athletic director and head coaches' positions;
- 16.12.2.3 develop a classification system for extended responsibilities taking into consideration the number of students, number of events, hours worked and length of season;
- 16.12.2.4 make recommendations to the Superintendent and the Association President in the rate of pay based on the classification system developed above;
- 16.12.2.5 make recommendations to the Superintendent and the Association President for deletions, additions and changes to the list of position on the extended responsibilities schedule; and
- 16.12.2.6 develop a system to review requests to add new extended responsibilities positions or to change the rate of pay for current positions based on the point systems developed above.

16.12.3 The Committee shall meet ~~within three months of ratification of the Agreement~~ **by October 31, 2019. Recommendations from the Committee will be considered in the 2020 successor bargaining.**

ARTICLE 21
MENTOR PROGRAM / PROFESSIONAL GROWTH

21.1 Professional Educator Mentor Program

21.1.1 The District intends to maintain a mentor program for the purpose of providing support and assistance to new and/or inexperienced professional educators.

21.1.2 Depending on the needs of the District and the mentor program, mentors may be assigned on either a full-release or an extended responsibility basis.

21.1.2.1 Full-release mentors shall be compensated according to placement on the salary schedule plus one thousand five hundred dollars (\$1500) per school year.

21.1.2.2 Extended responsibility mentors shall be compensated according to placement on the salary schedule, plus they shall receive extended responsibility pay per school year in accordance with Appendix B.

21.1.3 The mentor program shall operate within the following parameters:

21.1.3.1 A professional educator must have contract status and four (4) or more years of experience in the District in order to be eligible to be a mentor. No professional educator shall be designated as a mentor without his/her consent.

21.1.3.2 Mentors shall not participate in the evaluation of beginning professional educators (mentees). Observations made and data collected by the mentor shall be used solely for the purpose of providing assistance to the mentee and shall not be used in the evaluation of the mentee. Supervisors/evaluators and mentors shall not discuss individual mentee concerns/areas for improvement without the prior approval of the mentee. Written or other reports of a mentor regarding a mentee may not be used in the mentee's evaluation.

21.1.3.3 The mentor program shall not be used as part of a Program of Assistance for Improvement for any professional educator.

21.1.3.4 Collaborative Assessment Logs (CAL) shall not be shared with supervisors or used in the evaluation of the mentee. Self-assessment instruments shall not be used to evaluate mentors or mentees.

21.1.3.5 Mentees shall not be required to develop additional professional goals beyond what is required in the *Portland Public Schools Handbook for Professional Growth and Evaluation*.

21.1.3.6 Any professional educator released from regular duties to participate in activities related to the mentor program shall be released without loss of pay and shall not be charged leave. Mentors and mentees who are asked and volunteer to work up to five (5) days outside the standard school year shall be compensated at their per diem rate of pay.

21.1.3.7 The ratio of mentors to mentees in the full-release model shall be no more than 1 to 15. Any change to the ratio shall be by mutual agreement between the District and the Association. The extended responsibility mentor model operates on a one-to-one basis.

21.1.3.8 The Association shall partner with the District in the selection of mentors. The Mentor Selection Rubric shall not be used to evaluate a professional educator. Videos of mentors' coaching practices shall not be used in the evaluation of mentors.

21.1.3.9 Reconsideration of assignments shall not result in a reduction of FTE assigned to any mentor.

21.1.4 The mentor program may be expanded or discontinued at the discretion of the District.

21.2 The Guidelines for Professional Growth/In-service shall be revised by the District and the Association and distributed to professional educators.

21.2.1 Continuing Education Obligations

It is recognized that there may be in-service offerings that professional educators are requested by the District to attend outside the normal professional work day described in Articles 6 to 8. In such cases, professional educators who agree to attend shall be paid at the professional educator's regular hourly rate under the salary schedule.

21.2.2 Tuition Reimbursement

21.2.2.1 The District shall pay the full cost of tuition and other reasonable coursework expenses (e.g., laboratory fees, books, and the like) incurred in connection with any specific courses, workshops, seminars, conferences, in-service training sessions, or other such sessions in which attendance is specifically requested or required by the District. This section applies to coursework and other expenses (including testing and other licensure fees) related to adding ~~highly qualified (HQ) status and~~ other licensures requested by the District.

21.2.2.2 The District shall reimburse professional educators for tuition cost for up to six (6) non-cumulative hours in a 12-month period for which graduate credit is granted by a college or university. Reimbursement shall be for the cost of tuition or the tuition rate for graduate courses at Portland State University, whichever is less. Coursework must be toward an advanced degree, TSPC licensure, professional education courses, or related to the professional educator's assignment. Evidence of a passing grade is required. Reimbursement shall not be made for books, lab fees, I.D. cards, gym fees, food, housing, transportation, supplies or other tuition expenses. Professional educators shall be reimbursed within sixty (60) days of submitting proof of satisfactory completion of the course. A professional educator must remain employed with the District for at least one (1) semester following reimbursement.

21.2.2.3 Tuition reimbursement funds shall be available to temporary professional educators employed for a position that is expected to exist for more than one hundred thirty-five (135) days. In addition, a temporary teacher who is employed for less than one hundred thirty-five (135) days may apply and may be approved for tuition reimbursement if their building administrator supports their application for the funds. The temporary teacher who receives tuition reimbursement must remain employed with the District for at least one (1) semester following reimbursement if the District offers the temporary teacher continued employment.

21.2.3 National Board Teacher Examination

Reimbursement shall also be made for the fee charged a professional educator who takes and passes the National Board Teacher Examination to obtain a specialty area endorsement. This amount shall be within the tuition cost as stated in Section 21.2.2.2.

21.2.4 State-Approved Professional Exams

A professional educator may access his/her professional growth funds for requests for High Objective State Standards of Evaluation (HOUSSE) assessments or for State Approved Core Academic exams such as the Praxis or Oregon Educator Licensure Assessment (ORELA:NES). Professional educators shall be reimbursed following sixty (60) days of submitting documentation of a passing score or a copy of the HOUSSE request submitted to TSPC.

21.3 The District shall pay, either through reimbursement to the professional educator or direct payment to the appropriate agencies, for the cost of fingerprinting for licensure/certification renewal.

21.4 Because Speech and Language Pathologists participate in Medicaid billing for services, the District shall pay for licensure costs/fees for Speech and Language Pathologists to obtain or renew licensure from Board of Examiners for Speech-Language Pathology and Audiology.

21.4 Student Teachers/Interns

Upon mutual agreement between the professional educator and the District, student teachers, interns or observers may be placed with the professional educator. The District will request that the college or university advise the professional educators of the type and amount of honorarium to be paid at the time the professional educators are asked to be a supervising teacher/educational professional.

ARTICLE 27 EVALUATION

- 27.1 The performance of professional educators shall be evaluated in writing in accordance with the provisions of the *Portland Public Schools Handbook for Professional Growth and Evaluation* (hereafter referred to as the “*Handbook*”) dated December 16, 2013. Any revisions of the Handbook shall be mutually agreed upon. **The jointly agreed upon evaluation forms will be included in the Handbook.**
- 27.2 The Handbook and appendices shall be made available in electronic form to all professional educators and District administrators. An electronic copy of the Handbook and appendices, including the Framework and appropriate forms setting forth criteria to be used in evaluations, shall be distributed to professional educators whenever the Handbook is revised and to all professional educators who are being newly evaluated using the Handbook.
- 27.3 An evaluator’s rating of a professional educator in an element or a component shall be based on direct evidence supporting the rating and the evaluator shall include the evidence in the written evaluation.
- 27.4 Testing
- Student performance on District-wide and/or other standardized tests may indicate where modifications of instruction are required, and the implementation of such modifications may be part of the evaluation process. However, evaluations or criticism of a professional educator shall not be based specifically on the issue of comparisons of such student performances.
- 27.5 While varied sources of information are weighed and considered, observations of a professional educator’s performance and written evaluations shall be done only by licensed administrators. No member of the bargaining unit shall be the individual responsible for the evaluation of another member of the unit. Observations of professional educators made by non-administrators in the course of the non-administrators’ duties shall not be shared without written permission of the observed professional educator.
- 27.6 Evaluation Cycle
- 27.6.1 The evaluation cycle differs for probationary educators and contract educators. All professional educators in the bargaining unit shall be included in the definition of probationary or contract educators in accordance with Article 1: Status and Effect of Agreement.
- 27.6.2 Probationary professional educators shall be formally evaluated at least two (2) times during the school year. The written Formal Observation Summary (Form 5) shall be completed on the following schedule: Probationary 1: by October 31; Probationary 2: by the last working day preceding the Thanksgiving Holiday; and Probationary 3: by the last working day preceding the Winter Break. The Summative Evaluation Report (Form 6) for all probationary professional educators shall be completed by March 1st.
- 27.6.3 Unless substantive reasons exist, contract professional educators in Option 1 shall be on a two-year evaluation cycle. During year one (1), the Supported Phase of the cycle, contract professional educators will continue to work on their goals and reflect on their practice. During year one (1), the evaluator may conduct informal observations.
- 27.6.4 Substantive reasons shall include evidence of unsatisfactory performance as defined by the evaluation Framework, and as documented through informal observations. Assignment to a new building shall not be considered a substantive reason to be placed on a Supervised Phase.
- 27.6.5 During year two (2), the Supervised Phase of the cycle, the process of observations and conferences described in the Handbook will culminate in a summative evaluation meeting in which the evaluator

and professional educator shall review a written summative evaluation report. The summative evaluation report shall be submitted by May 1st of the year it is due.

27.6.6 Upon request, a professional educator shall be provided with a copy of the original notes made by the evaluator during an observation.

27.6.7 A copy of the written evaluation shall be submitted to the professional educator at the time of the formal evaluation conference or within ten (10) days thereafter; one (1) copy is to be signed and returned to the administration, the other is to be retained by the professional educator.

27.6.8 A professional educator having more than one supervisor shall not be subject to more than one evaluation cycle / supervised phase.

27.7 Evaluation Committee

The Evaluation Committee will meet to continue its work on the evaluation process and Handbook.

27.8 Observations and Conferences

27.8.1 Formal Observations

27.8.1.1 Formal observations shall be preceded by a pre-observation conference and shall be followed with a post-observation conference.

27.8.1.2 Following the observation, the evaluator shall give a copy of the original observation notes to the professional educator.

27.8.1.3 A post-observation conference between the professional educator and evaluator shall take place generally within five working days following the formal observation and shall be private.

27.8.2 Summative Evaluation

27.8.2.1 A Summative Evaluation Report shall be completed for probationary professional educators and submitted by March 1. A Summative Evaluation Report shall be submitted for contract professional educators at least every other year by May 1st of the Supervised Phase.

27.8.2.2 The educator shall sign a copy of the Final Summative Evaluation Report to signify receipt of, not agreement with, the Report.

27.9 A professional educator or an administrator may request the presence of an observer at any formal evaluation meeting.

27.10 In the event that the professional educator 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.

27.11 Program of Assistance for Improvement

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

27.11.1.1 A description of the deficiency which is to be addressed by the Program of Assistance for Improvement; and

27.11.1.2 A program for achieving the desired performance improvement. The program of assistance shall include:

- a. The description of the improvement in performance that the educator is expected to achieve;
- b. A description of resources to be used and assistance to be provided by the District; and
- c. The program shall contain a reasonable timeline for completion and include a schedule for assessing progress towards achieving improvement in performance.

27.11.2 Upon request of the professional educator, following successful completion of a Program of Assistance for Improvement, the educator shall be given written verification. A copy of this notice shall be placed in the personnel file.

27.11.3 Waiver

27.11.3.1 The parties agree that the provisions of ORS 342.895(5) are hereby waived by the District for the duration of this Agreement. That is, should a grievance or other claim of violation of applicable evaluation procedures or fundamental unfairness in a Program of Assistance for Improvement be held by the Association or individual professional educator, such grievance shall be filed in a timely manner pursuant to the provisions of the grievance procedure set forth at Article 5: Grievance Procedure. Such a grievance shall not be held in abeyance for the timeline set forth in ORS 342.895(5). This waiver is subject to the repeal or amendment of ORS 342.895(5) during the term of this Agreement.

27.11.3.2 The parties understand that the filing of a grievance as described above shall not operate to delay or otherwise impede the District's right to implement the Program of Assistance for Improvement.

27.12 A grievance relating to an evaluation of a professional educator may be filed to the extent that it alleges:

27.12.1 An item is clearly untrue; or

27.12.2 A violation of the procedural requirements of this Article; or

27.12.3 A violation of (a) specific provision(s) of the Handbook and any revisions to that document.

27.13 Nothing in this Agreement shall be construed to limit the opportunity of the professional educator or of either party, to make claims concerning alleged violations of this Agreement or of policies, in their presentations to the Fair Dismissal Appeals Board.

27.14 A grievance arbitration will not result in a requirement that the evaluation be modified or withdrawn unless it is shown that a violation of the evaluation process as described above directly affected the outcome of the evaluation. If an arbitrator determines that a probationary professional educator was not evaluated as described in 27.12 and that the failure to follow the evaluation process directly led to the nonrenewal, discharge or dismissal, the arbitrator may reinstate the professional educator but shall have no authority to grant any additional years of employment status, including contract status, beyond that which existed at the time the original evaluation which was subject of the grievance occurred. Thus, the arbitrator shall have no authority to rule separately on the issue of the nonrenewal, discharge or dismissal of the professional educator.

ARTICLE 30
DURATION

- 30.1 This Agreement shall become effective the 1st day of July ~~2019~~ ~~2016~~ and shall continue through June 30, ~~2020~~ ~~2019~~.
- 30.2 Should there be an intervening change in financial resources available to the District which would demonstrably and drastically reduce the District's revenue, and thus, fiscal stability below the level being planned for at the time of the development of this Agreement, the parties will meet to analyze the impact and resulting status and to mutually make modifications that may be judged to be necessary and in the best interests of the parties.

APPENDIX A-1
INDEX TO SALARY SCHEDULE EFFECTIVE JULY 1, 2019 ~~2016~~

	<u>BA+0</u>	<u>BA+15</u>	<u>BA+30</u>	<u>BA+45</u>	<u>BA+60</u>	<u>BA+75</u>	<u>BA+90</u>	<u>BA+105</u>
A	1.0000	1.0450	1.0920	1.1412	1.1925	1.2462	1.3023	1.3609
B	1.0340	1.0805	1.1292	1.1800	1.2331	1.2886	1.3465	1.4071
C	1.0692	1.1173	1.1675	1.2201	1.2750	1.3324	1.3923	1.4550
D	1.1055	1.1553	1.2072	1.2616	1.3183	1.3777	1.4397	1.5044
E	1.1431	1.1945	1.2483	1.3045	1.3632	1.4245	1.4886	1.5556
F	1.1820	1.2351	1.2907	1.3488	1.4095	1.4729	1.5392	1.6085
G	1.2221	1.2771	1.3346	1.3947	1.4574	1.5230	1.5916	1.6632
H	1.2637	1.3206	1.3800	1.4421	1.5070	1.5748	1.6457	1.7197
I	1.3067	1.3655	1.4269	1.4911	1.5582	1.6283	1.7016	1.7782
J	1.3511	1.4119	1.4754	1.5418	1.6112	1.6837	1.7595	1.8386
K	1.3970	1.4599	1.5256	1.5942	1.6660	1.7410	1.8193	1.9012
L	1.4446	1.5094	1.5774	1.6485	1.7228	1.8004	1.8814	1.9664
M	1.4939	1.5609	1.6313	1.7047	1.7816	1.8618	1.9456	2.0335

APPENDIX A-2 4
SALARY SCHEDULE FOR JULY 1, 2019 ~~2018~~ – JUNE 30, 2020 ~~2019~~ 192 DAYS

	<u>BA+0</u>	<u>BA+15</u>	<u>BA+30</u>	<u>BA+45</u>	BA+60	BA+75	BA+90	BA +105
					<u>M+0</u>	<u>M+15</u>	<u>M+30</u>	<u>MA+45</u>
A	42,118	44,013	45,994	48,065	50,226	52,487	54,850	57,318
B	43,550	45,509	47,560	49,699	51,936	54,274	56,711	59,265
C	45,033	47,058	49,173	51,389	53,701	56,119	58,642	61,281
D	46,561	48,659	50,846	53,137	55,525	58,026	60,637	63,362
E	48,145	50,310	52,576	54,943	57,416	59,998	62,697	65,519
F	49,784	52,020	54,361	56,809	59,365	62,036	64,829	67,747
G	51,472	53,790	56,211	58,742	61,383	64,145	67,035	70,051
H	53,224	55,621	58,123	60,739	63,472	66,328	69,314	72,431
I	55,035	57,512	60,099	62,802	65,629	68,581	71,669	74,894
J	56,906	59,466	62,141	64,938	67,861	70,914	74,106	77,438
K	58,839	61,488	64,256	67,145	70,168	73,329	76,626	80,075
L	60,844	63,573	66,438	69,430	72,561	75,829	79,241	82,821
M	62,919	65,742	68,705	71,799	75,037	78,415	81,945	85,646

- ~~2017-18 schedule plus 2.25% COLA with 2-days added.~~
- Additional \$2000 for earned Doctorate in field related to assignment.
- Additional \$1500 for a National Board Certification for Professional Teaching Standards.
- Graduate hours beyond a BA earned prior to licensure will not be

counted for salary placement unless as part of a completed graduate degree. **See Section 12.2.1.4.**

**APPENDIX A-2
SALARY SCHEDULE FOR JULY 1, 2019 – JUNE 30, 2020 192 DAYS**

	<u>BA+0</u>	<u>BA+15</u>	<u>BA+30</u>	<u>BA+45</u>	<u>BA+60</u>	<u>BA+75</u>	<u>BA+90</u>	<u>BA +105</u>
A	43,382	45,334	47,374	49,507	51,733	54,062	56,496	59,038
B	44,857	46,875	48,987	51,190	53,495	55,903	58,413	61,043
C	46,384	48,470	50,649	52,931	55,313	57,803	60,402	63,120
D	47,958	50,119	52,372	54,732	57,191	59,767	62,457	65,263
E	49,590	51,820	54,154	56,592	59,139	61,798	64,578	67,485
F	51,278	53,581	55,992	58,514	61,146	63,898	66,774	69,780
G	53,017	55,404	57,898	60,505	63,225	66,070	69,047	72,153
H	54,821	57,290	59,867	62,562	65,377	68,318	71,394	74,604
I	56,687	59,238	61,902	64,687	67,598	70,639	73,820	77,141
J	58,614	61,250	64,006	66,887	69,897	73,042	76,330	79,762
K	60,605	63,333	66,184	69,160	72,274	75,529	78,925	82,478
L	62,670	65,481	68,432	71,513	74,738	78,104	81,619	85,306
M	64,807	67,715	70,767	73,953	77,289	80,768	84,404	88,216

- Additional \$2000 for earned Doctorate in field related to assignment.
- Additional \$1500 for a National Board Certification for Professional Teaching Standards.
- Graduate hours beyond a BA earned prior to licensure will not be counted for salary placement unless as part of a completed graduate degree. **See Section 12.2.1.4.**

**APPENDIX G
MEMORANDUM OF AGREEMENT**



**Memorandum of Agreement
between PPS and PAT
January 22, 2019**

1. Separate bargaining discussions for complaint/investigation procedures:

M.7.4 of the 2016-19 Collective Bargaining Agreement states:

The District and the Association agree to meet prior to October 1, 2018 to review the investigation procedures in Articles 23 and 25.

PAT and PPS agree to the following:

- The October 1, 2018 deadline will be amended to no later than three weeks after ratification. The goal would be to conclude rollover/extension discussions by March 1, 2019 and start bargaining over the limited bargaining issues shortly thereafter.
- The parties agree Sections 23.7, 23.8, 23.9, all of Article 25, Sections 26.1, 26.2, 26.3, 26.7, 26.8, and the demand to bargain over impacts arising from Board policies related to professional conduct will be discussed by the bargaining teams using an IBB process.
- The parties agree to create and implement separate ground rules for the IBB process, including rules relating to a joint communication plan.
- The parties will endeavor to complete the IBB process within three months, subject to a mutually agreed upon extension of that timeframe. The parties agree to meet for a minimum of 24 hours a month until completion of the IBB process or modification of the process by mutual agreement.
- The creation of an MOU memorializing the changes in the above articles at the conclusion of the process is the stated goal of the process with the acknowledgement that any language changes agreed to will become part of the CBA.

2. Reservation of Legal Rights: The District and the Association reserve throughout the process their legal rights and obligations under Oregon Law. The parties agree that by entering this agreement they do not waive any rights under the CBA or Oregon law.

For the District Date

For the Association Date

APPENDIX G
MEMORANDUM OF AGREEMENT
between
Multnomah County School District #1J (District)
and
The Portland Association of Teachers (PAT)

This Agreement is between Multnomah County School District #1J (District) and the Portland Association of Teachers (Association).

G.1 — Background

G.1.1 — The Association filed a class action grievance (#21-02/2017mp), dated February 16, 2017, on behalf of PAT bargaining unit members (the “Grievance”). The Grievance asserted the District allowed PAT unit members to opt out of LTD and life insurance under insurance Option 2, and opt out of insurance coverage apart from Option 2, in violation of the contract. The grievance further asserted PPS failed to make premium contributions to the Health and Welfare Trust on behalf of these members, in violation of Article 10, Insurance Protection. The District denied the Grievance.

G.1.2 — The parties have clarified this issue in reaching agreement on a successor collective bargaining agreement, wish to resolve their differences in the pending Grievance and, in exchange for the mutual promises and other consideration described below, agree as follows:

G.2 — Agreement

G.2.1 — Insurance benefits during the period July 1, 2016 until December 31, 2017, shall be governed by Article 10 of the 2013-16 Agreement, with the following modifications:

G.2.1.1 — The district and professional educators who opted out shall not be required to retroactively make premium contributions under Article 10, Section A;

G.2.1.2 — The requirement of Article 10, Section A.2.d., of the 2013-2016 Agreement shall not apply to unit members who opted out of LTD coverage, or selected a plan design without LTD coverage, during this period;

G.2.1.3 — The requirement of Article 10, Section A.2.e., of the 2013-2016 Agreement shall not apply to unit members who opted out of group term life insurance during this period.

G.2.2 — The Association withdraws the Grievance, with prejudice, as of the date the parties fully execute this Agreement.

G.2.1 — The language of the Tentative Agreement for Article 10 Insurance Protection attached will take effect January 1, 2018.

G.2.4 — The parties agree that neither the Grievance nor this Agreement will be used as precedent or as evidence in any grievance or arbitration in the future, except for enforcement of this Agreement. This Agreement will not be used to construe or interpret the meaning of the parties’ collective bargaining agreement, and shall not become part of the past practice of the parties for any purpose.

G.2.5 — This agreement is subject to consideration and approval of the District Board of Education.

APPENDIX H
MEMORANDUM OF AGREEMENT
between
Multnomah County School District #1J (District)
and
Portland Association of Teachers (PAT)
Safety 2019 ~~2018~~

~~H.1 — Background~~

~~H.1.1 — The PAT and District were negotiating a successor agreement for the 2013-16 Collective Bargaining Agreement~~

~~H.1.2 — The parties had previously negotiated a safety MOA dated March 15, 2016 as part of the Interest Based Bargaining process for the contract negotiations.~~

~~H.1.3 — Many of the timelines for the provisions of the prior MOA have lapsed.~~

~~H.2 — Agreement~~

~~H.2.1 — The prior Safety MOA dated March 15, 2016, is no longer in effect. (The district did not delete this line in its latest proposal. Was that intended?)~~

H.1 The Behavior Collaboration Team (BCT) ~~shall be established within 4 weeks of contract settlement.~~ **This team would begin work immediately and will continue to** operate through June 30, **2020** ~~2019~~.

H.1.1 The team will be responsible for evaluating, researching, proposing, and implementation-planning short-term and long-term goals within the comprehensive district-wide instructional/intervention framework based on the MTSS inventory.

H.1.2 The team will be comprised of no more than 15 core team members. (Guests/experts are also likely to participate regularly as needs demand.)

H.1.3 PAT can appoint up to 3 core team members.

H.1.4 The District will also appoint educators, building administrators, central office staff, leadership, and other stakeholders to this team to ensure a diversity of perspectives and inputs.

H.1.5 The team will clearly communicate the intent and expectations for the BCT to all educators and administrators before the start of the school year.

H.1.6 The District and Association will ask PAPSA, and PFSP to each appoint a core team member.

H.1.7 Members of the BCT will carry out their role and responsibility through an equity lens, being mindful of issues of disproportionality and will critically examine the impact of current practices and policies on exclusionary discipline and special education over-representation.

H.1.8 Through a chartering process, the BCT will determine group processes such as authority and decision-making processes.

- H.2 The District will complete an MTSS Inventory at all schools by the end of Spring ~~2019~~ ~~2018~~ and use results to establish ~~2018-19~~ **2019-20** Climate Plans for all schools prior to the start of the **2019-20** ~~2018-19~~ school year.
- H.3 The District will develop a **2019-20** ~~2018-19~~ district-wide professional development plan for all professional educators and administrators that establishes a consistent and system-wide framework for MTSS learning and adoption. It will include at least one PD day before the first student day and at least one 90-minute PD each month dedicated to building-specific development and progress on MTSS learning and adoption.
- H.4 **Rapid Response Team**
- H.4.1 The District will broadly communicate the function and availability of the Rapid Response Team (RRT) to all educators and administrators within 4 weeks of ratification.
- H.4.2 ~~By March 1, 2018,~~ **Through June 30, 2020,** the District shall minimally staff⁴ the Rapid Response team to include:
- H.4.2.1 One-half (.5) FTE administrative support;
 - H.4.2.2 One (1) FTE climate coach;
 - H.4.2.3 One (1) FTE social worker, Qualified Mental Health Professionals (QMHP), school psychologist or counselor; and
 - H.4.2.4 Two (2) therapeutic intervention coaches or other coaches whose focus is on providing supports to “high needs” schools.
- H.4.3 In the ~~2018-19~~ **2019-20** school year, the Rapid Response Team (RRT) will ~~expand~~ **maintain** the staffing level and structure of the team to ensure support for students, professional educators, and building administrators.
- H.4.4 The District will **continue** ~~commit to the current~~ budget **commitment** ~~\$3.0 Million additional~~ for the ~~2018-19~~ **2019-20** school year for these efforts. This will include the expansion and evolution of the RRT, staff time to participate in BCT, support recommendations of the BCT, professional development investments associated with these efforts, and additional SPED staffing and services.

⁴ The parties recognize that if PPS posts vacancies and attempts to fill them, it has complied with this section.

APPENDIX J

SCHOOL PSYCHOLOGIST TRANSFER AND ASSIGNMENT PROCESS

School Psychologists do not participate in the internal transfer and assignment process covering other professional educators set forth in Sections 18.3 and 18.5, of the PAT/PPS collective bargaining agreement. This Appendix sets forth the internal transfer and assignment process for School Psychologists. The terms of this Appendix do not in any other way modify or amend the provisions of the PAT/PPS collective bargaining agreement or its application to School Psychologists.

J.1 School Psychologist FTE Committee

- J.1.1 A School Psychologist FTE Committee shall be established. The committee shall consist of five school psychologists selected by the Association, and the Director of Special Education or designee. The School Psychologist FTE Committee (“FTE Committee”) shall work with the Special Education Director or designee to implement the School Psychologist staffing process.
- J.1.2 School Psychologist assignments will be adjusted once every three years ~~starting with~~ **including** the staffing process in the spring of ~~2014~~ **2020** for the ~~2014-15~~ **2020-21** school year. School Psychologists will be given the opportunity to drop a present school assignment and select a new school. To be eligible to participate in the site selection, a School Psychologist must have dropped at least one of their schools or be required to make a change because of FTE adjustment.

J.2 Rules for Site Changes

- J.2.1 Site reassignment is by seniority (i.e., if two people want the same site, the person with the higher seniority gets it), with exceptions granted to buildings shared by two School Psychologists, as outlined below:
 - J.2.1.1 Buildings with a 1.0 FTE assignment or less should be filled by only one School Psychologist. On rare occasion, exception may be made by agreement between the School Psychologists and administration;
 - J.2.1.2 If the building FTE increases, and there are two School Psychologists in the building, the person with the most FTE in the building shall have the choice to increase FTE. If that School Psychologist declines, the second School Psychologist in the building gets the choice;
 - J.2.1.3 If a building is split between two School Psychologists and one of them is retiring/leaving, the other School Psychologist has the choice to change their FTE in the building to take that position.
- J.2.2 A School Psychologist may only participate in site selection if their site assignment no longer equals their FTE. (This includes if they have dropped all or part of their site assignment.)
- J.2.3 A School Psychologist may drop as many of their sites as they like, but shall only have three (3) site choices in the selection process.
- J.2.4 If a School Psychologist does not get their 1st, 2nd, or 3rd choice in the selection process, or if they have FTE that remains unassigned, a site will be assigned to the School Psychologist at the end of the selection process by the FTE Committee.
- J.2.5 School Psychologists are encouraged to fill their FTE with one or two sites when possible (e.g., for a 1.0 FTE position, a School Psychologist should select: a 1.0; a 0.8 and a 0.2; or a 0.6 and a 0.4).
- J.2.6 A School Psychologist on a Plan of Assistance (POA) shall generally not be allowed to transfer. Exceptions may be made by the Special Education Department.

J.2.7 School psychologist assignments that become vacant after this selection/placement process (e.g., at the end of year, summer, mid-year, etc.) are to be considered interim placements for that school year and will be posted in the following school year staffing process.

J.3 The process will be completed as follows:

J.3.1 School Psychologist assignment adjustments shall be in alignment with adjustments to each building's School Psychologist FTE.

J.3.2 The Special Education Department shall send out information regarding building FTE and vacancies, along with staff seniority lists, to all School Psychologists prior to the selection event described in Section J.6.

J.3.3 School Psychologists shall have five (5) workdays to review the vacancy list and changes to their current assignment caseload based on the FTE formula. School Psychologists shall email the Special Education Department to state which part of their assignment they are dropping if necessary due to FTE changes (e.g. if a School Psychologist has a 0.6 and a 0.4, but the 0.6 increased count to 0.8 while the 0.4 remained 0.4, the School Psychologist must drop at least one of those schools). School Psychologists may also drop a school or schools based upon their desire to change sites.

J.3.4 Within five (5) workdays the Special Education Department shall email an updated building vacancy list to all School Psychologists. The updated list shall include the vacancies plus the schools that have been dropped by School Psychologists due to want or need to change assignments.

J.3.5 School Psychologists shall be provided five (5) additional workdays to review the updated list and submit a school to drop by emailing the Special Education Department. If a School Psychologist does not submit a site to drop prior to the end of this period, they are electing to keep that assignment for the following school year. If a School Psychologist must submit a site to drop (due to the count now totaling more than the School Psychologist's FTE) and fails to do so, a choice will be made for them by the FTE Committee.

J.3.6 A Final List (comprised of vacancies and dropped sites) shall be compiled by the Special Education Department and reviewed by the FTE Committee. The Special Education Department will email the Final List to all School Psychologists to review.

J.3.7 After at least 5 workdays of review time, the School Psychologists' assignment Selection Event will occur. This event will be coordinated by the FTE Committee in collaboration with the Special Education Department.

J.4 The Selection Event for School Psychologists in need of additional FTE to complete their assignment shall be run as follows:

J.4.1 An index card or equivalent will be made for each available school site indicating the school's FTE.

J.4.2 A School Psychologist can select up to three (3) school sites by writing on the school/s index card their name, seniority number, and whether the school is their first, second, or third choice.

J.4.3 At the end of the event, the index cards will be used by the FTE Committee to make assignments based on seniority and in accordance with the rules (see above).

J.5 Transfer Process for School Psychologists on Off Years (when no building FTE adjustments are made):

J.5.1 The Special Education Department shall email vacancies to all School Psychologists in the spring at the same time as the PPS internal transfer process. Third-year probationary and contract School Psychologists interested in the vacant sites shall respond by email to the Special Education Department with their preference.

J.5.2 The Special Education Department shall then email an updated list of vacancies to School Psychologists. School Psychologists shall be provided five (5) workdays to review the updated list and to respond by email to the Special Education Department with their preference.

J.5.3 If more than one School Psychologist is interested in a vacant site, reassignment will be granted by seniority. The Special Education Department shall make the assignments based on seniority and in accordance with the rules (see above); which shall be reviewed by the FTE Committee.

J.5.4 This will constitute the internal process for filling these vacancies before moving to an external process.

J.6 Other Information Regarding School Psychologist Transfers and Workload

J.6.1 School Psychologists will not participate in fall balancing.

J.6.2 Workload fluctuations shall generally be handled within PLC's and through floater support.

J.6.3 An exception to the 3-year stable FTE count for a building will be made in the event of a notable workload change for a site (e.g., increased caseload created by new housing development, substantial enrollment increases).

**APPENDIX M
SETTLEMENT MEMORANDUM OF AGREEMENT**

Implementation

M.1 The parties to this Agreement are the Portland Association of Teachers (hereinafter “the Association”) and the Multnomah County School District No. 1 (hereinafter “the District”). The parties have negotiated a successor collective bargaining agreement (the “Tentative Agreement”). The Association and the District share the mutual goal of complete and expeditious settlement of successor collective bargaining negotiations and other outstanding issues, and hereby enter into the following Settlement Memorandum of Agreement (hereinafter “this Agreement”):

M.2 Effective Date

M.2.1 Except as otherwise provided in the Tentative Agreement and the associated Memoranda of Agreement, the Tentative Agreement is effective upon ratification by both parties.

M.3 ~~Retroactive Pay~~

~~M.3.1 Changes in salary or stipends contained within the Tentative Agreement shall be effective retroactive to July 1, 2016. This includes, but is not limited to:~~

~~M.3.1.1 — General wage increases (Article 9);~~

~~M.3.1.2 — Extended Responsibility (Article 13); and~~

~~M.3.1.3 — Extended days (voluntary and mandatory) before and after the school year.~~

~~M.3.2 The increase in the PHD stipend is retroactive to July 1, 2017.~~

~~M.3.3 Payments for work performed under Article 9, Section E: Special Salary Provisions; including but not limited to hourly pay, student supervision rate, Outdoor School, and Summer School, shall not be retroactive.~~

~~M.3.4 Retroactive paychecks will be sent within five (5) weeks of ratification of the Tentative Agreement by the District Board of Education.~~

~~M.3.5 The retroactive pay will apply to all members of the bargaining unit employed by the District at any point from June 30, 2016 to the ratification of the Tentative Agreement, irrespective of their current employment status with the District.~~

~~M.3.6 For retroactive salary or stipend payments due to former District employees, the District will send such payments to the former employees at their last known address of record.~~

~~M.3.8 The retroactive check issued five (5) weeks after ratification shall contain retroactive pay through February 15, 2018. The March 30, 2018 payroll will implement new pay and contract terms from February 16, 2018 forward.~~

M.4 Retroactive Provisions

~~M.4.1 Early Retirement Incentive provisions in Article 12.B will be retroactive to July 1, 2016. This means if a bargaining unit member retired after September 30, 2016 and did not qualify for the incentive, but would qualify for the incentive at the time of their retirement because the eligibility requirement date was changed, the following would apply:~~

~~M.4.1.1 — If the retiree was eligible for the early retirement stipend, it will be retroactively paid and paid prospectively for all months the retiree would be eligible under the provision.~~

~~M.4.1.2 — If the retiree self paid for insurance benefits through the Health and Welfare Trust, the District will reimburse the retiree for those months they were eligible and if they remain eligible place them on the Trust plans effective April 1, 2018.~~

~~M.4.1.3 — If the retiree did not self-pay for Trust benefits, the District will place them on the Trust plans effective April 1, 2018. The insurance contribution would continue for 60 months starting on April 1, 2018 or until the professional educator is age 65, whichever comes first.~~

~~M.4.2 — Master's Degree Before Licensure~~

~~M.4.2.1 — Professional educators who have a Master's degree prior to licensure shall have their salary column placement adjusted retroactive to July 1, 2017.~~

~~a. — Documentation of a completed Master's degree prior to licensure must be received by PPS Human Resources by June 1, 2018 or will not be accepted.~~

~~M.4.2.2 — Graduate hours beyond a BA degree earned prior to licensure will not be counted for salary placement, unless part of a completed graduate degree.~~

~~M.4.2.3 — Graduate credits earned since licensure will count for column advancement beyond MA+0.~~

M.3 Evaluation Forms

The mutually agreed upon evaluation Forms 3, 5, and 6 dated February 25, 2019 shall be included in the Handbook.

M.4 ER pay for Literacy Specialists

The parties were not able to reach an agreement on ER pay for literacy specialists. Alternatively, the parties have agreed to move the grievance dated February 25, 2019 to Level 2 of the Grievance Procedure.

~~M.5 — Workload Provisions~~

~~M.5.1 — In May 2017, PAT filed an unfair labor practice against Portland Public Schools UP 015-07) alleging a violation of the status quo relating to the instructional year, snow days, and high school workloads.~~

~~M.5.2 — The parties have generally resolved the disputes relating to instructional year and snow days.~~

~~M.5.3 As part of the settlement of the successor contract, the parties agree to the following:~~

~~M.5.3.1 — PAT will withdraw with prejudice UP 015-17, with no costs or fees to either party.~~

~~M.5.3.2 — The parties agree that the workload arbitration awards related to 6 of 8 have been replaced with language in this agreement and Articles 6, 7, 8 of the successor contract.~~

~~M.5.3.3 — The methodology for identifying performance classes is as follows:
Classes such as PE, band, choir, physical education and theater are performance classes. Any class that is more like a traditional academic class such as history or biology would not be considered a performance class. For example, Sports Physiology, which is listed in the course description as a challenging academic course requiring course work and study is a course more akin to biology and is not a performance class. History and literature of the theater is more akin to literature courses and is not a performance class. Drama — Stage craft is more akin to~~

~~performance classes like Dance Technique or Weight Training. Classes labeled as “student support, tutorial, and study skills” shall be classified as regular classes. Performance classes are distinguished by being more of the nature of a “performance” or “production” as compared to a traditional “academic” class in which there is direct instruction. The parties shall meet as necessary (but at least annually) to review the list of classes and to determine if new classes should be listed as performance classes for purposes of Article 8.~~

~~M.5.3.4 — Special student count rules:~~

- ~~a. — Teaching Assistants and Peer Mentors shall not be counted towards student loads, so long as the teacher voluntarily agrees to have these students in his/her classroom and so long as the total number of teaching assistants or peer mentors for a full-time teacher does not exceed ten (10). A teacher shall not accept more than ten (10) teaching assistants or peer mentors.~~
- ~~b. — Students in an independent study do not count on that teacher’s load, so long as the teacher voluntarily agrees to have the student in his/her classroom and there are no more than two (2) students in the independent study per class period, and no more than a total of six (6) students in independent study. A teacher shall not accept more than two (2) students per period in independent study or more than six (6) total.~~
- ~~e. — Students in “double blocks” shall be counted in each class.~~

M.5 Return to 7-Period High School Schedule

In the event the District determines that it wishes to return to a seven-period high school schedule, that schedule shall be generally comparable to that in place at comprehensive high schools during the 2010-2011 school year (i.e., five instructional periods, one duty and one preparation period).

~~M.5.4 — The parties agree that it is their mutual interests to resolve the following grievance directly related to contract language in Article 5 in the Tentative Agreement: Middle School Bell Schedule in K-8 grievance (2016 PK-8 Added 15 Minutes (# 04-10/2016 jb))~~

M.6 Resolution and Clarification of Outstanding Language Issues

M.6.1 — Public Records

~~M.6.1.1 — Based on the District’s communications and statements in bargaining, the District’s Board is rewriting the current proposed draft Amended Public Access to District Records Policy (2.50.010-P) (September 26, 2017). Accordingly, the Association hereby withdraws its demand to bargain over potential changes to that policy pending a new draft. The District agrees to provide the new draft to the Association, and the Association reserves the right to again demand to bargain if or when the District proposes a new draft amended policy regarding public access to District records. In addition, the District will provide the Association with information responsive to its information requests of 10/21/17 and 11/14/17 regarding the District’s practice concerning disclosure of educator records to the public.~~

M.6.1 The District had previously taken the position that ORS 342.850 (7) prohibits the removal of discipline from a professional educator’s personnel file under any circumstances. From this point forward, the District has changed its position, and acknowledges that discipline/discharges may be removed from a professional educator’s personnel file or altered by an arbitrator’s award, a grievance resolution or other settlement agreement.

~~M.6.2 The District had taken the position that temporary professional educators were not a type of probationary professional educators. The District will no longer take that position. Temporary professional educators are probationary professional educators.~~

M.6.2 The parties agree the plain language of Section 23.3 provides all professional educators the right to appeal their dismissal during their contract to an arbitrator; this includes probationary and temporary professional educators.

M.6.3 The parties agree that the bargaining for the 2016-19 contract did not change the contractual standards to be applied to dismissals, non-renewals or non-extensions.

M.6.4 The District will not bring up in any future grievance arbitration the fact that PAT made proposals to add explicit language for just cause for dismissals, non-renewals or non-extensions to the contract during this bargain.

M.6.5 Currently the District's online evaluation files are accessible by the professional educator's evaluating supervisor and other administrators in the same building. The documents for all professional educators are also accessible by Sr. Directors in charge of Schools, the Human Resources staff and others selectively in District management. The documents are not available for principals or other administrators in other buildings to see. If the District moves to a system where these materials are accessible to other administrators not in the same building, the District shall give PAT prior written notice. The Association reserves the right to grieve any such change and/or to demand to bargain over the change.

M.7 Work Groups

M.7.1 Stabilization of schools with High Turnover

~~Effective with the 2018-19 school year,~~ the District and Association shall jointly identify schools with high turnover to research the causes and possible solutions to turnover. The intent of this effort shall be to jointly develop and present actions to reduce turnover in the identified schools to the Board of Education prior to the adoption of the ~~2019-2020~~ budget.

~~M.7.2 Dual Language Immersion (DLI) Instructional Materials Workgroup~~

~~The District and the Association shall name participants to meet to review DLI materials and the contract language in Section 8.12. The group shall make recommendations on how to improve the creation and distribution of equivalent curriculum materials in DLI classrooms as in English-speaking counterparts. The workgroup shall meet three times and complete its recommendations by June 30, 2018. Bargaining unit members who participate will be released from work without loss of pay and paid extended hours for time outside the work day.~~

M.7.3 Revision of *In-Service Guidelines*

The District and the Association agree to meet to revise the *In-Service Guidelines* with the goal of incorporating relevant language into the CBA and eliminating the separate document. This work shall be completed prior to October 1, **2019** ~~2018~~.

~~M.7.4 The District and Association agree to meet prior to October 1, 2018 **April 1, 2019** to review the investigation procedures in Articles 23 and 25.~~

~~M.7.5 The District and Association agree to meet to discuss a short term extension of the collective bargaining agreement prior to October 1, 2018. If no extension is reached, the parties will meet to discuss the bargaining process by November 1, 2018 and exchange proposals no later than the first full week in 2019.~~

APPENDIX N
ARTICLE 6
WORK YEAR
(Effective July 1, 2016 — June 30, 2018)

~~6.1 — Except as provided by Article 16, paid extended responsibility assignments, paid extra duty assignments, and voluntary attendance at in-service classes are excluded from this Article and are covered by Article 16 and Appendix B.~~

~~6.2 — Standard Work Year~~

~~6.2.1 — The standard work year for professional educators shall be 190 contract days consisting of:~~

~~6.2.1.1 — 176 instructional days~~

~~6.2.1.2 — Eight (8) planning days~~

~~6.2.1.3 — Six (6) paid holidays~~

~~6.2.2 — The traditional state wide in-service day shall not be part of the 190-day work year.~~

~~6.3 — Extended/Reduced Work Year~~

~~6.3.1 — The District, at its discretion may extend the standard work year contract year by up to two (2) days, which shall be paid at a per diem basis, provided that extended days would have to be cut prior to a reduction in staffing levels.~~

~~6.3.2 — The District, at its discretion, may extend the contract year for professional educators who work in priority and focus schools by up to three (3) additional professional development days paid at the professional educator's per diem rate of pay. These days shall be scheduled contiguous to the standard school year through a collaborative process between the professional educators and the building administration. This section may be extended to professional educators for two (2) years after the priority/focus designation has ended.~~

~~6.3.3 — The District shall determine the number of additional contract days in a 6.3.1 and/or 6.3.2 prior to the beginning of the staffing process in the preceding school year.~~

~~6.3.4 — Professional educators working in schools that have a change in grade levels (e.g.: newly converted middle schools or newly converted PK-5 feeder schools) shall have mandatory additional paid professional development days added to their contract year. This only applies to the school year prior to conversion and the school year of after the conversion. Added days shall be as follows:~~

~~6.3.4.1 — Newly converted middle schools: two (2) additional professional development days.~~

~~6.3.4.2 — PK-5 feeder schools: one (1) additional professional development day.~~

~~6.3.4.3 — Other schools: The District and PAT shall meet to determine if the number of added professional development days shall be one (1) or two (2). If no consensus is reached, one (1) day shall be added.~~

~~6.3.4.4 — Added days shall be compensated at the professional educator's per diem rate of pay.~~

~~6.3.4.5 — The District shall include the additional professional development days in the annual calendar and notify the professional educators assigned to work in these buildings at least three months in advance of these days unless newly hired or transferred to the schools within a shorter time~~

~~period. If professional educators do not receive the three-month notice, they are not required to attend the added professional development days and shall follow the standard published calendar.~~

~~6.3.5 — Section 6.3.1 – 6.3.4 are meant to extend the contract year for all positions.~~

~~6.3.6 — New Professional Educators~~

~~6.3.6.1 — New Professional Educator Orientation~~

~~Newly hired professional educators shall be required to attend one orientation day which shall be paid at the professional educator's per diem rate of pay. At least one-half of the day shall be dedicated to the basic practical details of employment including but not limited to key contract provisions, substitute teacher finder, attendance and record keeping, leaves of absence, hardware and software requests and setup, etc.~~

~~The Association and the District Human Resources Department shall jointly create the agenda and jointly coordinate the presentation of material on this day. In addition, the Association shall continue to be afforded at least one (1) hour of time on the agenda to meet with the new professional educators. The new professional educator orientation shall be scheduled the Friday preceding the beginning of the standard work year and again on the statewide in-service day for those who have not previously attended this orientation. Additional new professional educator orientations may be scheduled by mutual agreement between the parties.~~

~~6.3.6.2 — New Professional Educator Training~~

~~The District may mandate the equivalent of up to two additional paid training days for newly hired professional educators. If these days are scheduled beyond the start of the standard work year, the newly hired professional educator shall receive at least one month's advance notice of scheduling.~~

~~6.3.7 — Professional educators who work beyond the 190 day work year shall be paid a daily rate of pay computed a 1/190 of their annual basic salary. With the exception of Sections 6.3.6, 6.3.8, 6.3.9, and 6.3.10, professional educators shall not be assigned work beyond the standard work year unless there is mutual agreement between the administrator and the professional educator. Professional educators who work less than the 190 day work year shall have their salary adjusted downward using the same daily rate of pay formula.~~

~~6.3.8 — 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 and mutually agreed upon by the administrator and the librarian. Central Staff Professional Librarians are employed on a twelve calendar month basis with one (1) month vacation pay.~~

~~6.3.9 — Counselors 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 and mutually agreed upon by the administrator and the counselor.~~

~~6.3.10 — Athletic Directors may be placed on a work year of 198 days with the approval of his/her supervisor.~~

~~6.4 — Holidays~~

~~6.4.1 — The six paid holidays shall be: Labor Day, Veterans Day, Thanksgiving, New Year's Day, Presidents Day, and Memorial Day.~~

~~6.4.2 — To receive pay for a paid holiday, a professional educator must work (or be on paid leave) on the workday immediately preceding or following the holiday. If the first day of work for the newly hired~~

~~professional educator is immediately following the holiday the professional educator will not receive pay for the holiday.~~

~~6.5 — Planning Days~~

~~6.5.1 — A minimum of two (2) planning days shall be scheduled prior to the first student day in the fall. One-half (1/2) of one of these planning days may be used by the administrator for meetings with professional educators. A minimum of (1) full planning day shall be reserved for professional educators to set-up and plan for the beginning of the year. In addition, there shall be one (1) day of professional development scheduled prior to the first student day.~~

~~6.5.2 — There shall be one (1) planning day scheduled at the end of each quarterly grading period. However, professional educators shall have a minimum of two (2) full working days to submit grades/progress reports at the end of each grading period.~~

~~6.5.3 — On planning days other than those held prior to the beginning of the student year and those scheduled at the end of each quarterly grading period, a meeting not to exceed two (2) hours may be held.~~

~~6.5.4 — One half (1/2) of planning day time may be used by administration for meetings with Child Development Specialists, Social Workers, School Psychologists, Audiologists, and Student Service Specialists.~~

~~6.5.5 — Special Education Case Management Time~~

~~In addition to contractually provided planning days, special education professional educators required to conference with parents and write IEPs shall be provided four (4) days of released time, per year, for that purpose. A special education professional educator may elect to use these days or the equivalent hours before or after the school year or outside his/her workday at his/her per diem hourly rate of pay.~~

~~6.6 — Evening Events / Parent Teacher Conferences~~

~~6.6.1 — Professional educators may be required to participate in up to three (3) evening school events per school year. However, principals will make a reasonable effort to see that professional educators are not required to attend more than two (2) evening events a year. Evening events shall generally last no more than two (2) hours and end by 9:00 p.m. on Monday through Thursday. Two week's written notice shall be provided to affected professional educators. Evening events shall generally not be required on Fridays or on days preceding holidays. This provision does not apply to Social Workers, Child Development Specialists, School Psychologists, Audiologists and Student Services Specialists.~~

~~6.6.2 — In addition, the District shall schedule two (2) parent conferences in the evening on two (2) consecutive evenings. The two consecutive evening conferences must be scheduled after the planning day that follows the end of the first quarter. The calendar day following the second evening conferences scheduled must not be a workday (e.g.: can be an unworked holiday). A duty free dinner break of at least sixty (60) consecutive minutes shall be scheduled prior to evening conferences. Evening conferences shall last no longer than three (3) hours and shall conclude by 8:30 p.m.~~

~~6.6.3 — In consideration of the two consecutive evening conferences scheduled, the professional educators shall be given one paid day off which shall be notated as such on the District's published calendar.~~

~~6.6.4 — Modifications to this provision must be processed using the contract exception process described in Article 1 of this Agreement.~~

~~6.6.5 — The provision does not apply to Social Workers, Child Development Specialists, School Psychologists, Audiologists and Student Services Specialists.~~

~~6.6.6 — At the request of a parent/guardian, a professional educator shall schedule a make-up conference for the parents/guardians who missed the regularly scheduled conference.~~

~~6.6.7 — District will explore a pilot with a small group of schools to hold conferences differently (through the contract exception process for the 2017/18 and/or 2018/19 school years).~~

~~6.6.7.1 — Options for consideration in this pilot include but are not limited to:~~

- ~~a. — Tracking number of hours for conferences to be scheduled based on parent and teacher availability rather than having specific days scheduled~~
- ~~i. — Logistics related to things like dinner breaks for teachers and time beyond which conferences can't be schedule must be considered~~
- ~~ii. — Exploring if HS should do something different~~
 - ~~(1) — First day open conference and second day invite only; or~~
 - ~~(2) — Spring conferences~~
- ~~iii. — Video conferencing~~
- ~~b. — Pilot must take into consideration other groups that may be affected such as:~~
 - ~~i. — Custodians~~
 - ~~ii. — Nutrition Services~~
 - ~~iii. — Transportation~~
 - ~~iv. — Educational Support Professionals~~
- ~~c. — With respect to the pilot references above, the District shall circulate a bulletin following the 2016 Fall Parent/Teacher Conferences to Senior Directors and building leadership encouraging and promoting the ability to explore new ways to conduct Parent/Teacher Conferences for the 2017/18 and 2018/19 school years.~~
- ~~d. — The District's Office of School Performance will summarize the results of the pilot referenced above and present that summary to PAT Contract Administration Committee no later than May 1 of each year.~~

~~6.7 — School Calendar~~

~~6.7.1 — By January 15 of each year, the Association shall submit to the Superintendent its recommendations regarding the school calendar for the subsequent school year. With respect to the calendar ultimately adopted, the District retains the right and authority to change the days on which school shall be held and make other adjustments to the school calendar; provided such adjustments are consistent with this article. No change in this calendar shall result in any reduction of the annual salary provided for professional educators by this Agreement or in increasing the aggregate number of workdays without the consent of the Association.~~

~~6.7.2 — The following shall be considered when determining the school calendar:~~

- ~~6.7.2.1 — Instructional days, added Focus/Priority Professional Development days and District organized Professional Development cannot be scheduled on the following days:~~
 - ~~a. — Martin Luther King, Jr. Day~~
 - ~~b. — Day after Thanksgiving~~
 - ~~c. — The calendar week in which July 4th falls~~
 - ~~d. — December 24th to and including January 1st~~
 - ~~e. — Saturdays~~
 - ~~f. — Sundays~~
 - ~~g. — All recognized PAT holidays~~
 - ~~h. — The Monday preceding the beginning of the work year~~

~~6.7.2.2 — This exclusion does not include:~~

This index is intended solely as a tool for locating subjects in the contract. The language and/or physical arrangement of the descriptions and references in this Index are not intended to be, and should not be considered, an interpretation of any of its provisions.

- a. ~~Extended Responsibility~~
- b. ~~Clubs~~
- e. ~~Outdoor school~~
- d. ~~Field Trips~~
- e. ~~Competitions~~
- f. ~~Athletics~~
- g. ~~Non-District organized Professional Development/Events/Training~~

~~6.7.3 Inelement Weather~~

- ~~6.7.3.1 The District may schedule up to a total of three inelement weather make-up days for school closures. Days not scheduled in advance on the District school calendar may not be required make up days.~~
- ~~6.7.3.2 With thirty (30) day notice, the District may use Presidents' Day as one of the three make-up days.~~
- ~~6.7.3.3 The four (4) potential make-up days shall be marked on the school calendar, but professional educators will be required to make up a maximum of three unless 6.7.3.4 is required.~~
- ~~6.7.3.4 Notwithstanding 6.7.3.1, if the three days are insufficient for the District to meet the state required instructional time, the District and Association shall meet and discuss options. In the absence of an agreement how to make up days, the District may require professional educators to work additional days at the end of the year necessary to meet state requirements.~~
- ~~6.7.3.5 The District counts instructional minutes and parent teacher conference days towards meeting the state required instructional time.~~
- ~~6.7.3.6 If the District converts instructional days to professional development days, it will count those days toward state required instructional time.~~
- ~~6.7.3.7 The District will consider inelement weather when setting the seniors' graduation date.~~

SIGNATURE PAGE

For the Association:

Suzanne Cohen, President

Steve Lancaster, Bargaining Team Chair

Chelyn Joseph, Team Member

Alisha Chavez, Team Member

Emy Markewitz, Team Member

Al Rabchuk, Team Member

Marty Pavlik, UniServ Consultant (Chief Negotiator)

For the District:

Guadalupe Guerrero, Superintendent

Dated this _____ day of _____ 2019 ~~2018~~