

BOARD OF EDUCATION

Portland Public Schools
REGULAR MEETING
 April 24, 2018

BOARD AUDITORIUM

Blanchard Education Service Center
 501 N. Dixon Street
 Portland, OR, 97227

Note: Those wishing to speak before the School Board should sign the public comment sheet prior to the start of the meeting. No additional speakers will be accepted after the sign-in sheet is removed, but testifiers are welcome to sign up for the next meeting. While the School Board wants to hear from the public, comments must be limited to three minutes. All those testifying must abide by the Board's Rules of Conduct for Board meetings.

Public comment related to an action item on the agenda will be heard immediately following staff presentation on that issue. Public comment on all other matters will be heard during the "Public Comment" time. This meeting may be taped and televised by the media.

AGENDA

- | | | |
|-----|---|---------|
| 1. | <u>OPENING AND RECOGNITION</u> | 6:00 pm |
| 2. | <u>PORTLAND FEDERATION OF SCHOOL PROFESSIONALS CONTRACT RATIFICATION</u> – vote
<i>(public comment accepted)</i> | 6:20 pm |
| 3. | <u>BOARD POLICIES</u>
a. First Reading: Conflict of Interest – Nepotism Policy
b. Amendments to Previous First Readings | 6:30 pm |
| 4. | <u>SUPERINTENDENT’S REPORT</u> | 6:50 pm |
| 5. | <u>STUDENT AND PUBLIC COMMENT</u> <i>(Time Certain)</i> | 7:00 pm |
| 6. | <u>SUPERINTENDENT’S PROPOSED 2018-19 BUDGET</u> | 7:30 pm |
| 7. | <u>ENROLLMENT AND TRANSFER</u>
a. Interdistrict Transfers – vote
<i>(public comment accepted)</i> | 8:00 pm |
| 8. | <u>2012 and 2017 CAPITAL BONDS</u>
a. CMGC – vote <i>(public comment accepted)</i>
b. Update: 2012 Bond Reconciliation Funding
c. 2017 Bond Discussion | 8:20 pm |
| 9. | <u>APPEALS TO THE BOARD</u>
a. Consideration of Step 3 Complaint (ESL) – vote
b. Consideration of Step 3 Complaint (Quakers) - vote
<i>(public comment accepted on each Appeal)</i> | 9:15 pm |
| 10. | <u>BOARD COMMITTEE AND CONFERENCE REPORTS; STUDENT REPRESENTATIVE REPORT</u> | 9:30 pm |
| 11. | <u>OTHER BUSINESS / COMMITTEE REFERRALS</u> | 9:40 pm |
| 12. | <u>BUSINESS AGENDA</u> - vote
<i>(public comment accepted)</i> | 9:45 pm |
| 13. | <u>ADJOURN</u> | 9:55 pm |

Portland Public Schools Nondiscrimination Statement

Portland Public Schools recognizes the diversity and worth of all individuals and groups and their roles in society. The District is committed to equal opportunity and nondiscrimination based on race; national or ethnic origin; color; sex; religion; age; sexual orientation; gender expression or identity; pregnancy; marital status; familial status; economic status or source of income; mental or physical disability or perceived disability; or military service.



Board of Education Informational Report

MEMORANDUM

Date: April 19, 2018

To: Board of Directors, Portland Public Schools
Guadalupe Guerrero, Superintendent

From: Laird Cusack, Senior Director Labor and Employee Relations

Subject: Recommendation to approve 2017-19 PFSP contract

Introduction:

The District and the Portland Federation of School Professionals (PFSP) have met and reached a tentative agreement for the July 1, 2017 through June 30, 2019 contract period.

Background:

The current PFSP contract expired July 1, 2017. The parties engaged in bargaining and arrived at the tentative agreement. The proposed agreement provides for wage adjustments of 3% retroactive to July 1, 2017 and 2% on July 1, 2018. Market adjustments are provided for several hard to recruit classifications; including Para educators, Therapeutic Intervention Coaches, Certified Nursing Assistant, and Licensed Practical Nurse. The cap for District costs for medical benefits remains unchanged and there are no significant contract language changes. A number of contract language changes were made including pay on snow days, mandatory overtime for security agents, and salary placement at time of hire.

Summary

Approval of this agreement will continue the positive relationship between PFSP and the District, support the District's efforts to recruit employees for critical jobs and allow PFSP employees to receive equitable raises.

Cc Kyle Rogers – Chief Human Resources Officer

2017 - 2019 AGREEMENT



Portland Federation
of
School Professionals



School District No. 1
Multnomah County, Oregon

TABLE OF CONTENTS

ARTICLE 1: RECOGNITION 4
ARTICLE 2: STATUS OF AGREEMENT 4
ARTICLE 3: CONTRACT ADMINISTRATION 5
ARTICLE 4: FEDERATION RIGHTS..... 5
ARTICLE 5: NONDISCRIMINATION..... 7
ARTICLE 6: MAINTENANCE OF BENEFITS 7
ARTICLE 7: MANAGEMENT RIGHTS CLAUSE 7
ARTICLE 8: NO STRIKE CLAUSE 8
ARTICLE 9: PAYROLL DEDUCTIONS..... 8
ARTICLE 10: PERSONNEL FILE..... 10
ARTICLE 11: JOB DESCRIPTIONS/POSITION GUIDE 10
ARTICLE 12: POSITION VACANCIES AND ANNOUNCEMENTS..... 11
ARTICLE 13: PROMOTIONS AND RECLASSIFICATIONS 12
ARTICLE 14: CAREER DEVELOPMENT AND JOB TRAINING 12
ARTICLE 15: LUNCH AND REST PERIODS..... 13
ARTICLE 16: OVERTIME AND CALL BACK 14
ARTICLE 17: OPTIONAL WORK SCHEDULE 15
ARTICLE 18: EMPLOYEE DISCIPLINE..... 15
ARTICLE 19: EMPLOYEE EVALUATION 16
ARTICLE 20: GRIEVANCE PROCEDURE 17
ARTICLE 21: LEAVES 19
ARTICLE 23: INSURANCE 24
ARTICLE 24: SAFETY 25
ARTICLE 25: COMPENSATION 27
ARTICLE 26: REDUCTION OF STAFF 29
ARTICLE 28: DURATION OF AGREEMENT 32
APPENDIX A: 33
APPENDIX B: 34
APPENDIX C: 35
APPENDIX D: 36
APPENDIX E: 37
APPENDIX F: 38
APPENDIX G: 39
APPENDIX 1: 40
APPENDIX 2: 42
SIGNATURE PAGE 44

AGREEMENT
between
PORTLAND FEDERATION OF SCHOOL PROFESSIONALS
and
SCHOOL DISTRICT NO. 1,
MULTNOMAH COUNTY OREGON

AGREEMENT BETWEEN PORTLAND FEDERATION OF SCHOOL PROFESSIONALS, LOCAL NO. 111, (KNOWN PRIOR TO JULY 1, 2011 AS PORTLAND FEDERATION OF TEACHERS AND CLASSIFIED EMPLOYEES, PFTCE) AFFILIATED WITH THE AMERICAN FEDERATION OF TEACHERS-OREGON, AMERICAN FEDERATION OF TEACHERS, AFL-CIO (HEREINAFTER CALLED "FEDERATION") AND SCHOOL DISTRICT NO. 1, MULTNOMAH COUNTY, OREGON (HEREINAFTER CALLED "DISTRICT") MADE ON THE AUTHORITY OF ITS BOARD OF DIRECTORS (HEREINAFTER CALLED "BOARD").

**ARTICLE 1:
RECOGNITION**

The Board recognizes the Federation as the sole and exclusive bargaining representative, as certified by the Oregon Employment Relations Board, for, and this Agreement shall apply to all employees specified in the Appendices of this Agreement and those subsequently recognized or certified. Such recognition excludes:

1. Employees determined as confidential or supervisors as defined in ORS 243.650 (Chapter 536 Oregon Laws, 1973);
2. Substitute employees; and
3. Student volunteers.
4. A volunteer or student volunteer shall not be used for the purpose of replacing an employee in an approved position.
5. Temporary Employees. A temporary employee is one who is hired to fill a position with a duration of ninety (90) consecutive days, or less, or to replace a regular employee on an approved leave of absence or absence due to an on the job injury.

**ARTICLE 2:
STATUS OF AGREEMENT**

- A. 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.
- B. In the event that any provision of this Agreement is or shall at any time be determined to be contrary to law by a court or agency of competent jurisdiction, all other provisions of this Agreement shall continue in effect. Only the subjects of the deleted provisions and the affected provisions shall be subject to further collective bargaining during the term of this Agreement with respect to the period covered by this Agreement.
- C. There shall be four (4) signed copies of the final Agreement for the purpose of records. Two (2) shall be retained by the Board, two (2) by the Federation.
- D. Within sixty (60) days following the signing of this Agreement, the District shall provide 500 copies of this Agreement to the Federation and make a copy of the Agreement available electronically.
- E. The parties acknowledge that during negotiations which resulted in this Agreement, each had the right and opportunity to make demands and proposals with respect to any subjects appropriate for bargaining, and that the understandings and agreements arrived at by the parties are set forth in this Agreement. Therefore, except as otherwise expressly provided for in this Agreement, the Board and the Federation agree that the other shall not be obligated to negotiate or bargain collectively with respect to any subject or matter during the term of the Agreement.

**ARTICLE 3:
CONTRACT ADMINISTRATION**

- A. Representatives of the Federation and the District may meet at mutually agreed upon times and places for the purpose of reviewing the administration of the contract in force and attempting to resolve any problems that may arise thereunder. Release time without loss of pay shall be provided to a maximum of three (3) Federation representatives to attend such meetings.
- B. Neither party shall have any control over the selection of the representatives of the other party. Other problems which may be of concern to either the District or the Federation may be placed on the agenda by mutual consent.
- C. These meetings are not intended to bypass the grievance procedure, and shall not constitute an invitation to continuously renegotiate the provisions of this Agreement. The Federation may, however, present the problems on behalf of the group of employees which involves an alleged violation of this Agreement.

**ARTICLE 4:
FEDERATION RIGHTS**

- A. The Federation, through its representatives, shall have the right to transact official Federation business relevant to employees on school district property at all reasonable times, provided that it does not interfere with or interrupt classes or other normal school district operations. Such rooms or other appropriate meeting facilities shall be made available for Federation use as requested without charge to the Federation, except that the District may make a reasonable charge when special service is required beyond normal operational practice.
- B. The Federation and its building representatives shall have the right to use school district facilities and equipment, at reasonable times, when the same are not otherwise in use. This shall not include use of, or access its HRMS, purchasing and inventory administration systems. The Federation agrees to pay costs of all materials and supplies incidental to such use.
- C. The District shall permit Federation representatives to visit the school district buildings. Federation representatives shall make known their presence to the appropriate authority in the building. Employee conferences, should they become necessary, shall be scheduled so as not to interfere with work assignments or disrupt normal school district functions.
- D. The Federation shall have the right to make announcements at employee staff meetings or by use of any existing communication procedures not ordinarily available to students.
- E. The Federation and its representatives shall have the right to post notices of activities and matters of Federation business and concern on staff bulletin boards. At least one such bulletin board shall be in each school district building. The Federation may use the District mailboxes for communications.
- F. The District shall make available to the Federation, upon written request to the Office of the Superintendent, any and all reasonably available information, statistics and records which are relevant to negotiations or necessary for the proper enforcement of the terms of this Agreement. Should such requests exceed 50 pages of copied material per month, the Federation shall, upon written request, reimburse the District for the excess copies at the

rate of ten cents (\$.10) per page. This provision does not apply to, nor include, the periodic lists of bargaining unit members that are provided for the administration.

- G. The District agrees to provide the Federation with the name, address and cost center of all unit members by October 10th of each school year. Thereafter, a listing of the name, address, work site, position, and home phone number, if available, of newly hired employees shall be provided on a monthly basis.
- H. The Federation shall be provided time on the agenda of each regular board meeting for brief comments. If the Federation has a formal presentation, it shall be afforded a reasonable amount of time as determined by the Board. Subject to the time line for notification established by the District, the Federation shall notify the Office of the Superintendent of the proposed length of the Federation's formal presentation, the subject matter thereof, and any specific action to be required from the Board or administration at the meeting. The Federation agrees not to use its rights under this Section for the purpose of collective bargaining with the Board or any of its members, or for discussing matters that the Board believes to be of primary concern to employees covered by other bargaining agreements.
- I. The Federation shall be given time on the agenda of any general orientation meeting conducted by the District for new employees covered under this Agreement. The Federation shall also be given an opportunity to provide input in the planning and development of such orientation meetings.
- J. A Federation appointed representative at work sites having eight (8) or more bargaining unit members shall be allowed release time of up to forty-five (45) minutes or one (1) class period, whichever is less, per month for the purpose of attending to matters relating to this Agreement. Such representatives must be employed for seven (7) hours or more per day. Designation of such periods must be agreed to by the work site administrator and shall not interfere with educational or other work activities.
- K. In the event the District creates a new job classification (i.e., by assignment of an existing employee or the hiring of a new employee to such a newly created classification) which is neither supervisory nor confidential, the Federation shall be notified, with not less than thirty (30) days' written notice, of the job title, job description, and proposed salary range. Such notice shall include a declaration as to the District's determination as to the bargaining unit status of the new classification.

The District shall inform the Federation, with not less than thirty (30) days' written notice, when it proposes to eliminate an existing job classification or proposes to remove a position from the bargaining unit.

- L. Upon request by the Union up to six bargaining unit members shall be released from their daily job assignments for the purpose of attending bargaining sessions for bargaining successor collective bargaining agreements.
- M. All newly hired employees represented by the Federation will be offered the choice of a hard copy of the Agreement or a link to the Agreement online. PPS will retain 100 copies of the 500 copies provided for in Article 2 for this purpose.

**ARTICLE 5:
NONDISCRIMINATION**

In administering the terms and conditions of this Agreement, the parties agree to comply with applicable state and/or federal statutes and/or regulations regarding nondiscrimination, i.e., on the basis of age, sex, sexual orientation, religion, race, physical handicap, marital status, political activity and affiliation. It is the expressed intent of the Federation, in executing this Agreement, that the Board and its designees shall retain sole control and direction over the District's compliance with such laws and/or regulations and that this Article shall in no way be interpreted as affecting the application thereof. The Federation shall use its best efforts to direct employees complaining of such discrimination to appropriate District administrative remedies. It is the intention of the parties that the interpretation given to this Article shall be consistent with the proper interpretation of the provision of the Oregon Fair Employment Practices Law contained in ORS 659.030. This article is not subject to the grievance procedure.

**ARTICLE 6:
MAINTENANCE OF BENEFITS**

No employee covered by this Agreement shall suffer any reduction in rate of pay or benefits as a result of the execution of this Agreement unless such rate of pay or benefits are set forth in this Agreement.

**ARTICLE 7:
MANAGEMENT RIGHTS CLAUSE**

Except as otherwise provided in this Agreement, the Federation agrees that the Board and its designees shall retain control and direction over all matters of inherent managerial policy. Such matters shall include, but are not limited to:

- A. The executive management and administrative control of the school system, and its functions and programs, including the development of budgets and actions as may be necessary to meet emergency situations;
- B. Hire all employees and determine their qualifications and the conditions of their continued employment, their training, and any discipline, dismissal, demotion, promotion, or transfer;
- C. Assign and direct the work and work location of all employees, and determine the number of shifts and hours and days of work and starting times and the scheduling of all employees;
- D. Determine the policy affecting the selection, testing or training of employees, providing such selection shall be based upon lawful criteria;
- E. Establish the work year and school calendar;
- F. Determine the services, supplies and equipment necessary to continue operations and determine the methods, schedules and standards of operation, the means, methods and processes of carrying on the work, including any changes, automation, or institution of new methods or processes;
- G. Adopt rules and regulations;

- H. Determine the location or relocation of facilities, including the establishment or relocations of schools, buildings, departments, divisions, or subdivisions and the relocation or closing of offices, departments, schools, programs, divisions or subdivision, buildings or other facilities;
- I. Determine the placement of operations, production, services, maintenance or distribution of work and the source of materials and supplies;
- J. Determine the financial policies, including all accounting procedures and all matters pertaining to public relations;
- K. Determine the size of the management organization, its functions, authority, and amount of supervision, and table of organization; and
- L. Select and utilize technology.

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the District shall be limited only by the specific written terms of this Agreement and are subject to the duty to bargain under ORS 243.650 et. seq. Whenever practicable, the District shall inform the Federation of any significant actions affecting employees covered by this Agreement.

**ARTICLE 8:
NO STRIKE CLAUSE**

- A. During the life of this Agreement, neither the Federation nor any employees represented by the Federation will authorize, cause, engage in, or sanction any form of illegal concerted work stoppage, boycott, picketing, or any other interruption of work at, within, or concerning any facilities or operations of the school district. Nothing shall impose any obligation on the District to compensate employees for absences resulting from concerted work stoppage.
- B. In the event of a labor dispute between the District and employees not covered by this Agreement, the provisions of Section A will remain in effect; provided however, that in the event of a strike by such employees, the District shall not require employees covered by this Agreement to perform work which is usually performed by striking employees unless such work is also inherent to employees covered by this Agreement.

**ARTICLE 9:
PAYROLL DEDUCTIONS**

A. PAYROLL DEDUCTIONS

- 1. Any employee in the bargaining unit who is a member of the Federation, or who has applied for membership, may sign and deliver through the Federation to the District's Payroll Office an assignment authorizing deduction of membership dues in the Federation. Such authorization will continue from year to year unless revoked in writing. Pursuant to such authorization, the District shall deduct the regular monthly dues from a regular salary check of the employees during each calendar month. With respect to all sums deducted by the District pursuant to said authorizations, the District agrees to remit such sums within five (5) working days from the end of the calendar month in which the deduction was made.
- 2. Any employee in the bargaining unit who has applied for Political Action Fund (PAF) payroll deduction, may sign and deliver through the Federation to the District's Payroll Office an assignment authorizing deduction in addition to their regular membership dues

amount. The new total amount authorized to be deducted will be given in writing to the District's Payroll Office. Such authorization will continue in effect from year to year unless revoked or changed in writing from the Federation Office to the District Payroll Office. Pursuant to such authorization, the District shall deduct the regular monthly amount from a regular salary check of the employees during each calendar month. With respect to all sums deducted by the District pursuant to said authorization, the District agrees to remit such sums within five (5) working days from the end of the calendar month in which the deduction was made.

B. FAIR SHARE

1. The District shall, upon request of the Federation, automatically deduct from payroll checks of employees in the bargaining unit who are nonmembers of the Federation an amount established by the Federation as a fair share payment in-lieu-of dues as compensation to the Federation towards the cost of collective bargaining and contract administration. Such deductions by the District shall be remitted to the Federation along with any deducted payroll dues. Such amount shall not exceed the usual and customary monthly dues of the Federation. An employee may file with the District and the Federation a written objection to fair share payments to the effect the objection is based on bona fide religious tenets or teachings of a church or religious body of which the employee is a member. In such case the employee may be required to provide documentation to the effect that an amount equal to fair share has been paid to a nonreligious charity or another charitable organization mutually agreed upon by the employees and the Federation. A letter from the Federation explaining such deduction will be included in the new employee packets distributed by the District.
2. The Federation warrants and agrees to indemnify, defend and hold the District harmless for the foregoing dues and fair share deductions and withdrawal procedures.

C. Upon appropriate written request from an employee, the District shall deduct from the salary of the employee and make appropriate remittance for the following approved deductions:

- Approved Charitable Organizations
- Medical Insurance (School District #1 Health & Welfare Trust)
- Fixed or Variable Tax Deferred Annuity Plans
- I.R.C. Section 125 Flexible Spending Account Plan

The District shall perform the same service for Federation members for any insurance plans offered exclusively by the Federation for Federation members, within the software and hardware constraints of the District payroll system.

Upon appropriate written request from an employee, the District shall deduct from the salary of the employee and make direct deposit to a checking and/or savings account.

D. The District may withhold from an employee's final paycheck any amount of overpayment that results from an employee who has been issued equal monthly paychecks pursuant to Article 25.B and has terminated employment during the school year. The District warrants and agrees to indemnify, defend, and hold the Federation harmless for any withholding under this Section (Article 9, Section D).

**ARTICLE 10:
PERSONNEL FILE**

- A. Each employee shall have the right, upon request, to review the contents of the District's official personnel file. Materials received prior to the date of employment by the District are excluded from employee review. One such official personnel file shall be maintained by the District.
- B. A representative of the Federation may, at the employee's request, accompany the employee and/or review his/her personnel file. The employee may respond to or answer any document in the file. The response shall be placed therein and attached to the document to which it is related.
- C. A representative of the Federation shall have access to an employee's personnel file in order to perform their duties as the exclusive bargaining representative of bargaining unit members.
- D. An employee will be provided with a copy of any materials placed in his/her official personnel file by the District.
- E. Anonymous materials shall not be placed in the official personnel file.
- F. An employee may request in writing to the Human Resources department that oral warnings or oral reprimands be removed from his/her official personnel file and building/department file after two (2) years, provided that no subsequent such entries have been made into official personnel file.
- G. The employee may place in his/her file any material that s/he feels is pertinent to his/her professional career, performance and qualifications.
- H. Any official grievance filed by any employee shall not be placed in the official personnel file of the employee, and shall not be used in any connection with or recommendation for job placement or performance.

**ARTICLE 11:
JOB DESCRIPTIONS/POSITION GUIDE**

- A. Employees new to the District and/or a worksite shall be given a copy of the District's job description applicable to their job classification. Other employees will also receive a copy of their job description upon request made to the Human Resources Department within thirty (30) days of the request.
- B. Upon assignment to a new worksite or request by an employee, the supervisor shall, within thirty (30) days, provide and review with the employee a written "position guide" or list of job duties outlining the specific duties and responsibilities of the employee's work assignment. A copy of such position guide shall be placed in the employee's official personnel file. An employee who believes that a substantial discrepancy exists between his/her written "position guide" and the District's job description applicable to his/her job classification may request a review as provided by Article 13.
- C. Educational Assistants, Paraeducators, and Library Assistants shall be under the direction of a teacher or licensed staff member. Educational Assistants and Paraeducators assigned to a classroom shall be supportive of the teacher and shall not be expected to independently develop lesson plans and instructional programs. Lesson plans shall be in an area accessible for Educational Assistants and Paraeducators. Library Assistants shall not be expected to independently develop lesson plans and instructional programs. Such employees shall be given administrative support in dealing with disruptive students.

- D. The District will conduct an annual orientation program within the first ninety (90) days of each school year.
- E. Local school building office personnel shall not be responsible for actual discipline of students but will be responsible for supervising students while they are in the office. The employee can request assistance from the administrator or his/her designee.

**ARTICLE 12:
POSITION VACANCIES AND ANNOUNCEMENTS**

- A. Vacant positions which the District anticipates will continue for more than six (6) months shall be posted, for the purpose of providing opportunity to existing employees to make application for such positions. Such positions shall be posted for not less than five (5) workdays providing that the delivery of services would not be substantially disrupted by delay caused by the posting. Educational assistant and paraeducator vacancies of six (6) hours or more for the subsequent school year which become known between April 1 and July 15 shall be posted by the District.
- B. Except where provided elsewhere in this Article, bargaining unit members shall be entitled to apply for any posted position. Employees who are interviewed shall be notified of the outcome promptly following any final decision by the District.
- C. Vacant positions need not be posted when:
 - 1. The vacancy is to be filled by assignment or promotion of a regular employee.
 - 2. The position to be filled is by an employee, who is unassigned, or an employee returning from a leave of absence, or an employee having recall rights from layoff.
 - 3. The position is less than three (3) hours.
 - 4. The vacancy is to be filled by the administration initiated transfer of an employee. The reason for such transfer shall be discussed with the employee, and, whenever possible, the employee's preferences shall be considered. The Federation shall be notified of such transfers.
 - 5. The vacancy is to be filled by the employee who had been bumped from that position.
 - 6. The vacancy for the subsequent year became known after July 15 and prior to the beginning of the position's work year.
- D. Nothing in this Article shall be interpreted as restricting the District in determining who is selected to fill a vacancy. The selection decision by the District shall not be grievable.
- E. The District shall provide the Federation with the names of the persons hired for positions posted as required by this Article.
- F. Employees may make their transfer preferences known through the applicant management system. The District retains sole discretion to grant or deny transfer requests. Transfer requests are not subject to the grievance procedure.

**ARTICLE 13:
PROMOTIONS AND RECLASSIFICATIONS**

- A. An employee who is promoted to a position of higher classification, but after a reasonable period of time not exceeding six (6) months is unable to demonstrate a satisfactory level of performance in that position, shall be entitled to return to a position comparable to the one held prior to his/her promotion providing a vacancy exists. In such case, the employee will be placed on the salary schedule at the salary step s/he would have realized had the promotion not occurred.
- B. For the purpose of this Article, "promotion" shall mean the assignment of an employee from their present position to a position having a higher salary classification than the one previously held. Reclassification shall mean that a position occupied by an employee is changed to a higher salary classification but the employee remains in the position. An employee who is promoted or reclassified shall be placed on the salary schedule at a salary level not less than the salary of the next step on the salary column previously occupied. If the employee was on the maximum step of a salary column, then s/he shall be placed at a salary level closest to but not less than his/her previous salary and shall receive one (1) additional step.
- C. An employee temporarily assigned the full duties and responsibilities of a higher salary level position for more than five (5) days shall be paid a minimum of five percent (5%) above his/her current hourly rate or the first step of the higher classification, whichever is the greatest, retroactive to the first day of the temporary assignment.
- D. A Job Classification Committee shall be established, comprised of two (2) members appointed by the Federation and two (2) members appointed by the District. The Committee shall review requests that a job assignment be reclassified. The Committee shall develop and maintain procedures to be followed for requesting a classification review of assignment. The Committee shall meet on a quarterly basis to review requests submitted during that quarter. The Committee may request an employee to appear or an employee shall have the option of appearing before the Committee. The Committee shall forward its recommendation to the Chief Human Resources Officer, or designee, who shall consider the recommendation and make a final decision on the request. The employee shall be notified in writing of the decision within ten (10) days. If it is determined that a change in classification is justified, the position shall either be reclassified or the work assignment restructured to comply with the existing classification. The effective date for any salary increase shall be the first of the month following the month in which the original request for reclassification was made by the employee, provided the employee complied with the procedures for requesting a classification review.

**ARTICLE 14:
CAREER DEVELOPMENT AND JOB TRAINING**

- A. The District shall establish a career development fund in the amount of Fifty Thousand Dollars (\$50,000.00) per contract year for the purpose of assisting employees seeking to upgrade and gain new skills. This fund shall be allocated as follows: \$7,000.00 for Occupational Therapists, Physical Therapists, Certified Occupational Therapy Assistants (COTAs), and Physical Therapy Assistants (PTAs), and \$43,000.00 for all other bargaining unit members.
 - 1. Half of the funds will be available July through December of each year. The remaining half will be available January through June of each year. Any funds not used during the first half of the year shall carryover to the second half of the year. Uses of such funds

shall be for the cost of enrollment in workshops, seminars, conferences, college courses, or testing fees related to public education or work performed by members of the bargaining unit. The fund may not be used for travel, lodging and meals unless the cost of the meal is included in the fee for attending the workshop, conference or seminar.

2. Requests for use of funds must be submitted through the employee's supervisor with final approval by the Human Resources Department prior to taking the course. The Federation shall receive a report at the end of each semester containing the requests submitted to the supervisor and the final decision of the Human Resources Department. To receive reimbursement, an employee must provide verification of successful completion of the work as soon as possible following completion of the work. Reimbursement will be made no later than twenty (20) business days following the submission of all required documentation.
 3. Up to Five Thousand Dollars (\$5,000) per year of the CD funds may be used to pay for substitutes for those taking job-related trainings for which CD funds have been accessed.
 4. Reimbursement shall not be made for amounts of less than Fifteen Dollars (\$15.00) and no employee shall receive more than Seven Hundred Dollars (\$700.00) in any one year. Twelve Hundred Dollars (\$1,200.00) from the fund each year shall be available for miscellaneous employees (those working less than half time). Except for tuition, the District shall make direct payment, if agreeable by the provider, following receipt of attendance confirmation.
- B. The District shall pay the full cost of tuition fees, supplies, mileage and any other related costs if employee meets District guidelines for any class, workshop or seminar for which an employee is directed to attend. If such attendance is required outside the employee's work hours, the employee shall be paid as required by law.
- C. An employee may attend a workshop, conference or seminar related to his/her work assignment during his/her regular work hours provided the following conditions are met:
1. Approval of supervisor;
 2. Coverage of work assignment utilizing additional funds as outlined in Article 14 A3.;
 3. Documentation provided to validate attendance.
- D. The District shall establish an Inservice Fund in the amount of Ten Thousand Dollars (\$10,000.00) for each year of the contract for the purpose of providing an inservice program for Classified Employees. Unless mutually agreed upon, unused funds shall not carry over to future years. The Federation will participate with the District in a Joint Labor/Management Committee to facilitate the development and implementation of such program.

ARTICLE 15: LUNCH AND REST PERIODS

- A. Each employee working more than five (5) hours per day shall be entitled to a minimum one-half (1/2) hour, continuous, duty-free lunch period without pay. Employees who are required to be on duty during their one-half (1/2) hour lunch period shall, at the discretion of the supervisor, be given the equivalent time off at the end of the day or compensated for the duty lunch.
- B. Employees shall receive a fifteen (15) minute break during each four (4) hours, or major portion of four (4) hours, of work. Employees who are regularly scheduled to work more than six (6) hours shall receive two (2) such breaks. Such breaks shall be at times convenient to

the work schedule as determined by the supervisor. An employee who is required to work more than one (1) hour beyond an eight (8) hour shift shall be entitled to a fifteen (15) minute break at the end of the normal eight (8) hour shift.

- C. Whenever practicable, a Sign Language Interpreter shall be given a five (5) minute break from signing during the natural breaks in the bell schedule.

ARTICLE 16: OVERTIME AND CALL BACK

A. OVERTIME

1. Overtime shall be compensated at time and one-half of the employee's hourly rate and will be paid only after eight (8) hours of work in one (1) day or after forty (40) hours of work in one (1) week. This overtime rate shall also apply to work performed on Saturdays and Sundays unless such days fall within an employee's regular workweek assignment, or on scheduled "down days."
 - a. With prior mutual written agreement between the employee and his/her supervisor, an employee may be granted flextime and be allowed to work more than eight (8) hours in a day at the straight time rate provided the employee is given the same amount of time off during the same workweek.
2. An employee who works on a paid holiday (see Article 22.B) shall receive holiday pay plus time and one-half straight time pay for hours worked.
3. Overtime must be authorized in writing by the supervisor.
4. When overtime is available, supervisors will attempt to find bargaining unit members who are willing to work the additional hours.
5. When an employee has been authorized to work from home and agrees to do so outside of their regularly scheduled hours, the employee will be paid at the overtime rate for actual hours worked.

B. CALL BACK

1. Emergency Call Back.

An employee called back to work after completing an eight (8) hour shift shall be compensated at the greater of the following:

- a. Overtime rate times actual hours worked, or
- b. Four (4) hours of straight time pay.

2. Scheduled Call Back.

An employee, who is required to return to work for evening activities such as back to school programs, parent conferences, etc., shall receive a minimum of three (3) hours compensation for such time. This three (3)-hour minimum may be satisfied through early release of the employee from his/her regular work schedule.

C. COMPENSATORY TIME

In-lieu-of pay, compensatory time off at the overtime rate may be specified by the District. However, time off or pay must be granted by the end of the next calendar month following the month in which the overtime was worked unless mutually agreed otherwise by the District and the employee. Compensatory time may be accrued to a maximum of forty (40) hours.

**ARTICLE 17:
OPTIONAL WORK SCHEDULE**

- A. The District reserves the right to implement a ten (10) hour day, four (4) day work week, but shall consult with representatives of the Federation before so doing for the purpose of applying this Agreement to such a schedule.
- B. If at the beginning of the work year approval has been given to modify the employee's work year, the employee may elect to have the additional salary distributed equally over his/her annual pay schedule.
- C. An employee who works more than fifty percent (50%) of a month beyond their scheduled work year will receive an additional day of sick leave accrual for that month.

**ARTICLE 18:
EMPLOYEE DISCIPLINE**

- A. No employee shall be disciplined without just cause. For the purpose of this Article, discipline shall include verbal and written reprimands or warnings placed in the employee's personnel file, suspension and discharge.
- B. An employee who is disciplined has the right to use the grievance procedure. In the case of suspension without pay or discharge, the grievance shall be initiated at Step 2 and such hearing shall be deemed a hearing under ORS 342.663.

In the case of discharge based upon unsatisfactory work performance of an employee with more than six (6) months of service, the arbitrator shall be limited to considering the following:

- 1. Was the employee warned?
- 2. Was the employee given an opportunity to improve?
- C. An employee shall have the right to attach a written statement to any written warning or reprimand and have such statement placed in his/her personnel file.
- D. An employee shall have the right to have a representative present at any meetings which the employee believes may result in discipline, except such right will not exist when the meeting is related solely to the evaluation of the employee's work performance. Prior to such a meeting, the employee will be provided written notice of its purpose and the right to a representative present during the meeting.
- E. Whenever practicable, discipline shall be administered in private and shall be progressive. Progressive discipline shall mean verbal warning, written warning (which may include placement on probation, including improvement expected), suspension without pay, and termination. The nature of the offense shall determine where progressive discipline is initiated.
- F. If a complaint from a parent, co-worker, or other non-supervisory third party is used to support discipline, the employee shall be given the name of the complainant and copies of the complaint or the supervisor's documentation thereof.
- G. Employees shall be expected to return from leave immediately upon expiration of leave. Failure to return from leave or being absent from work without any grant of leave for three (3) or more consecutive workdays shall be considered job abandonment, and the employee will be terminated. If any employee is unable to report to work for circumstances beyond their control, they will be on unpaid leave until the situation is investigated and resolved.

- H. The probationary period for newly hired employees will be six (6) calendar months. Termination of probationary employees shall not be subject to appeal.

**ARTICLE 19:
EMPLOYEE EVALUATION**

- A. Formal evaluation of employees shall be in writing and shall be for the purpose of establishing a record of the employee's work performance. The evaluation may include but is not limited to: establishing performance standards and outcome measures, recognition of an employee's efforts, as well as planning for improvement. Issues of attendance and punctuality may be addressed if they have previously been discussed with the employee. The employee's job description shall be a basis for the evaluation.
- B. The evaluator shall review the written evaluation with the employee and provide the employee with a copy. The employee shall sign the evaluation acknowledging receipt. If the employee has objections to the evaluation, s/he, may within twenty (20) working days following receipt of the evaluation put such objections in writing and have them attached to the evaluation report and placed in his/her personnel file.
- C. The frequency of evaluations shall be determined by the District and generally occur every other year by April 1st for bargaining unit employees. If the District chooses to do so, it may conduct formal evaluations on an annual basis. An employee may request to receive one (1) annual evaluation. Such request shall be in writing to the employee's supervisor with a copy to the Human Resources Department.
- D. The Human Resources Department will consult with the Federation in developing an outline of best practices to be used in conducting employee evaluations.
- E. When the District determines that an employee's work performance is unsatisfactory, it shall inform the employee in writing of any deficiency and the improvement expected and provide the employee with the opportunity to correct the unsatisfactory performance within a reasonable time period established by the District.
- F. The judgment of an employee's work performance by an evaluating supervisor shall not be the subject of a grievance. A grievance concerning an evaluation shall be limited to an allegation that the evaluation was done in bad faith or clearly untrue. The burden of proof shall rest with the grievant. Such grievance shall be filed at the next administrative level above that of the evaluator and that administrator shall provide a written decision within ten (10) working days of any hearing. If the grievance is not resolved, it may be appealed by submitting a written statement to the Human Resources Department within ten (10) working days following receipt of the administrative written decision. The written statement must clearly set forth why the previous decision is in error regarding the allegation of bad faith or being clearly untrue. The Director of Labor Relations, or designee, may review the record of the grievance and/or conduct a hearing and shall issue a written decision within ten (10) working days following such review or hearing. Such decision shall be final.
- G. Effective July 1, 2013, Sign Language Interpreters will be evaluated using the Educational Interpreter Performance Assessment (EIPA) pursuant to OAR 581-015-2035 and/or the District's evaluation form.

**ARTICLE 20:
GRIEVANCE PROCEDURE**

The purpose of this procedure is to provide for an orderly and expeditious adjustment of grievances contended by an employee or group of employees.

**SECTION 1
DEFINITIONS**

- A. A “grievant” is an employee or group of employees who initiate a complaint alleging that the employee or group of employees have been directly injured through a violation of the terms of this Agreement. The term “grievant” also includes the Federation with respect to grievances growing out of an alleged violation of its organizational rights under this Agreement.
- B. “Grievance” shall mean an allegation by an employee or group of employees that they have been directly affected by a violation of this Agreement. The term “grievance” shall not include and this grievance procedure shall not apply to any of the following:
 - 1. Any matter as to which the Board of Education is without authority to act.
 - 2. Any matter for which a specific administrative or judicial remedy has been prescribed by State and/or Federal Statute, such as employment discrimination, health and safety, etc.
 - 3. Any dispute concerning whether any part of this Agreement became effective or ceased to be effective.
- C. The term “days” shall mean workdays excluding weekends and holidays.

STEP 1

- A. Since the purpose of this procedure is to settle grievances equitably and informally if possible, at the lowest possible administrative level, a thorough discussion of the complaint shall be conducted by the grievant and the supervisor or administrator, who has approved the action which has caused the employee to be aggrieved, to seek grounds for resolution of the problem.

Federation grievances alleging violations of organizational rights may be addressed at Contract Administration.

- B. In the event the problem cannot be resolved at Step 1 A., the grievance shall be submitted to his/her immediate supervisor in writing within thirty (30) calendar days of the alleged violation. The immediate supervisor shall respond within ten (10) days following the date the grievance was presented with a decision in writing. If the aggrieved is not satisfied with the step 1 decision, the aggrieved has ten (10) days from that date of receiving the decision letter to appeal to step 2.

STEP 2

If no settlement is reached at step 1B, the grievance may be appealed by submitting a written statement to the Director of Labor Relations or designee within ten (10) days. Grievances regarding discipline or discharge shall be filed at step 2 within ten (10) days of the alleged violation. Within ten (10) days following receipt of the step 2 grievance, a hearing regarding the appealed grievance will be held with the grievant and his/her representative

and a written decision shall be provided within ten (10) days following the conclusion of such hearing.

STEP 3 — ARBITRATION

Insofar as the District's decision is alleged by the grievant to be a violation of a specific provision of this Agreement, the grievant, through the Federation, may appeal the decision to an arbitrator according to the following procedures:

- A. Within thirty (30) days of the District's decision, the grievance may be appealed to arbitration by requesting that the Oregon Employment Relations Board furnish a list of seven (7) arbitrators. The parties shall then meet to alternately strike one name from the list until one remains and such person shall be the arbitrator. In the alternative, the parties may jointly agree upon a person to serve as arbitrator.
- B. An employee may not appeal to arbitration without approval of the Federation and without notice to the District of the appeal to arbitration.
- C. The arbitrator shall issue a written decision within thirty (30) days of the close of the hearing or submission of briefs, whichever occurs later.
- D. The decision of the arbitrator shall be binding on all parties provided: (1) the arbitrator must restrict the decision to interpretation of the Agreement and may not deduct from or add to or expand this Agreement; (2) is in accordance with the legal meaning of this Agreement; (3) is based on substantial evidence; and (4) does not result in an obligation to pay money beyond amounts budgeted for the particular item of purpose in the current budget. The arbitrator may not award punitive damages.
- E. Should either party wish to seek review of an arbitrator's decision, proceedings must be instituted in a court or agency of competent jurisdiction within thirty (30) days of the effective date of the arbitrator's decision.
- F. Costs charged by the arbitrator shall be fully borne by the losing party in the arbitration.

SECTION 2 GENERAL PROCEDURES FOR ALL GRIEVANCES

- A. The grievant may be represented by the Federation or may represent himself/herself at steps 1-2 of the grievance. Any grievance settlement reached in the absence of involvement by a representative of the Federation shall apply to that grievance only and shall not be a precedent. A grievant shall be given release time without loss of pay to attend a grievance hearing. A unit member, designated by the Federation, who is representing another member at a grievance hearing during working hours shall also be given release time without loss of pay. Should the participation of witnesses in any grievance hearing require the employment of a substitute, the Federation shall reimburse the District for the cost of the substitute.
- B. The number of days indicated at each level should be considered maximum, and every effort should be made to expedite the process.
- C. It may at times become necessary to extend time limits. These extensions are to be kept to a minimum and must be mutually consented to in writing by the parties involved at any time.
- D. Failure at any step of this procedure to communicate the decision in writing on a grievance within the specified time limits shall permit the grievant to proceed to the next step. Failure at any step of this procedure to appeal a decision to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step.

- E. The Board and its administrators will cooperate with the grievant in the investigation of any grievance, and further will furnish the grievant or his/her representative with such necessary and readily available information as is requested for the processing of any grievance.
- F. Except as otherwise provided by law, an employee shall invoke and exhaust the grievance procedure remedies before resorting to any other legal or administrative remedies of the conduct complained of, and failure to do so shall preclude resort to such other remedies.
- G. A representative of the Federation may be present at all steps of the procedure. The Federation will be notified promptly of the terms of the final decision or settlement of any written grievance.

ARTICLE 21: LEAVES

Leaves provided under this Article are intended to meet the legitimate needs of employees. The use of leaves must be limited to instances of personal need and are not to be abused. Any abuses may be subject to the provisions of Article 18.

Sections A and B of this Article are intended to comply fully with the requirements of Oregon's Paid Sick Time law. Should the District deem it necessary, the District may grant paid leave to ensure compliance with the minimum requirements of Oregon's Paid Sick Time law as circumstances may require and notwithstanding any provision of this Agreement.

For the purpose of this article, a "domestic partnership" is defined as one which two (2) persons share the same permanent residence for at least six (6) months immediately preceding the signing of an Affidavit and intended to continue indefinitely; Have a close personal relationship with each other; Are not legally married to anyone; Are not related to each other by blood in a degree of kinship closer than would bar marriage in the State of Oregon; Are each eighteen (18) years of age or older; Were mentally competent to consent to contract when the domestic partnership began; Are each other's sole domestic partner; and Are jointly responsible for each other's common welfare including "basic living expenses."

A. SICK LEAVE

1. Employees who are employed on a regularly scheduled basis of half time or more shall accrue sick leave at the rate equivalent to one (1) day for each month worked. Any employee shall receive the accrual providing they work fifty percent (50%) of the scheduled month worked. The use of accrued sick leave shall be limited to instances of personal illness of the employee including medical appointments.
2. Employees who have completed one (1) full year of service with the District shall be accredited with the equivalent annual sick leave at the beginning of each fiscal or school year. Other employees shall be credited at the rate of one (1) day for each month worked.
3. Sick leave days may be accumulated by employees only if not used in the year for which granted. Total unused sick leave which can be accumulated shall be unlimited.
4. When an employee has exhausted his/her accumulated sick pay credits, s/he shall be entitled to additional credits of one (1) day for each year of service at two-thirds (2/3) the daily rate of pay. Employees shall be entitled use of such credits on a one (1) time only basis.
5. Employees shall not be credited with any sick leave days with respect to periods during which they are on leave of absence from work for the District of more than one (1) month duration; their accumulated sick leave shall not be charged with days of sickness during

such leave; and they shall not be paid for days of illness during such leave except when the illness or injury is the factor which entitled the employee to the leave in question.

6. An employee assigned to work beyond the scheduled work year, or during summer school, may charge absences due to personal illness to his/her sick leave account.
7. The District will establish a Sick Leave Bank for use by employees who have exhausted their sick leave. The Federation can solicit voluntary contributions up to one thousand five hundred (1500) hours per year. The guidelines for use of the Sick Leave Bank will be jointly developed by the District and the Federation but shall include the following:
 - a. Sick Bank hours will be given to those unit members who have an injury or illness that is of a critical or life-threatening nature.
 - b. The employee must have exhausted all of his/her accumulated sick leave and vacation hours.
 - c. To be eligible, an employee must have been employed by the District for two (2) years or more.
 - d. Request for use of the Sick Leave Bank will be jointly approved by the Federation and the District. Requests of less than five (5) days or more than twenty (20) days will not be approved.
 - e. The Bank will not be used in association with a workers' compensation claim.
 - f. Employees' contributions to the Bank shall not be for less than four (4) hours.

B. OTHER PAID LEAVES

1. Family Illness

All employees shall receive up to three (3) additional days leave per year with pay in case of illness of a member of the employee's immediate family. "Immediate family" shall be interpreted to mean spouse, domestic partner, children, parents, grandparents, grandchildren, mother-in-law, father-in-law, brothers and sisters of the employee, including where the employee is designated as the legal guardian and also any person living in the home with the employee providing the employee is responsible for the care of such person. In the event that emergency conditions arise, an extension of family leaves shall be determined upon merits of the individual case by the Office of the Superintendent. After utilizing the available days for family illness leave, the employee may charge against his/her accumulated sick leave when additional time is needed to provide care for a member of the employee's immediate family. The District may require a physician's statement verifying the illness of the family member.

2. Absence Due to Quarantine

An employee's absence from work because of quarantine by the appropriate public health official shall not be charged against the employee's sick leave, and the employee shall suffer no loss in pay during such period as a result of the quarantine provided, however, that such quarantine is declared solely for the purpose of preventing the spread of a communicable disease to others.

3. Bereavement Leave

- a. An employee shall be permitted an absence of up to one (1) day without loss of pay to attend the funeral of a relative or friend. An additional day may be granted by the District in consideration of distance and difficulty with travel arrangements.

- b. An employee who is absent because of a death in his/her immediate family shall be permitted up to three (3) days (five days in the case of a parent, spouse, domestic partner, or child), and two (2) days at two-thirds (2/3) pay. "Immediate family" shall be interpreted to mean spouse, domestic partner, children, parents, grandparents, grandchildren, mother-in-law, father-in-law, brothers and sisters; including where the employee is designated as the legal guardian and also any person living in the home of the employee providing the employee is responsible for the care of such person.

4. Emergency/Personal Business Leave

Employees employed on a regularly scheduled basis shall be entitled to emergency leave of three (3) days per work year without loss of pay. Emergency leaves may be used:

- a. In the case of unanticipated circumstances beyond the employee's control and for which prior planning cannot be made; or
- b. For attending to matters which cannot be scheduled outside the employee's work hours and for which the personal attention of the employee is required. In such cases, a request indicating the reason for the leave must be made to the responsible administrator at least twenty-four (24) hours in advance.

Such leaves shall not be used for recreation, other employment, union or political activities, or to extend other leave categories as provided by this Agreement, unless on an approved FMLA or OFLA leave, leave for a qualifying purpose under ORS 653.616, or when mutually agreed upon by the Federation and the District.

5. Mandatory Court Appearances

- a. An employee subpoenaed to appear as a court witness shall be excused from work without loss of pay, provided that the employee shall submit any witness fee received to the School District's Business Office along with a copy of the subpoena. In cases where the employee is a party to the action, his/her absence will be personal leave without pay or, at the employee's election, emergency/personal business leave as provided in Article 21.B.4 may be used. An employee required to appear in court as a party with the District shall be released without loss of pay.
- b. An employee subpoenaed for jury duty shall be excused from work without loss of pay, provided that the employee shall submit any jury fee received to the School District's Business Office along with a copy of the subpoena. On days when the employee is excused from jury duty, s/he shall report to work provided four (4) hours or more of the workday remains at the time s/he is excused; and provided that length of time on jury duty prior to excuse and his/her workday with the District shall not exceed his/ her normal workday.

6. District Designated Closure

- a. If the District closes an employee's worksite because of inclement weather or reasons of an emergency nature, employee will be compensated at their regular scheduled rate of pay for their normally scheduled hours of work. This compensation shall be considered payment for replacement days as scheduled by the District at its discretion, not to exceed contracted work days.
- b. If, due to closures because of inclement weather or reasons of an emergency nature, the school year is extended, employees will work the replacement days without additional compensation, up to their contracted work year.

- c. If the District delays the start of the work day, as long as employees are present at the adjusted start time, they will not be expected to use leave time and will be paid for a regular day of work.

C. UNPAID LEAVES

1. Special Leaves of Absence

Employees who have been continuously employed for two (2) or more years may apply for a special leave of absence without pay. The District shall exercise its discretion in the granting of such leaves. Such leaves shall not exceed one (1) year without special authorization by the Superintendent.

2. Child Care Leave

a. An employee covered by this Agreement shall be eligible for a child care leave (maternity, paternity or adoption) for up to one (1) year. In the case of maternity, the employee may charge against her accumulated sick leave for the period of disability provided the disability occurred within thirty (30) days of the commencement of the leave. Other child care leave may be granted for a period of up to one (1) year. Extensions may be granted for medical reasons relating to the child.

b. The District shall retain full control and authority to establish policies and regulations regarding the administration of such leaves. Such policies and regulations may include, but not be limited to: application procedures, requirements for physician statements, return procedures, etc. Such policies and regulations shall not be considered as part of this Agreement.

3. Disability Leave

Employees who become physically disabled shall be eligible for an unpaid leave of absence on the same basis as that granted in Article 21.C.2 above.

4. Military Leave

The District shall be solely responsible for a military leave policy required by Oregon Revised Statutes (ORS).

5. Federation Leave

A leave of absence for the president and a second position of the Federation shall be granted to any employee covered by this Agreement upon application by the Federation for the purpose of the employee serving as an officer of the Federation. The District shall continue to pay such employee(s) and provide benefits, with the exception of leave benefits, but will be reimbursed by the Federation for the cost of salary and fringe benefits. Upon return from such leaves, an employee shall proceed on the salary schedule as if s/he had been employed with the District each year of the leave.

The Federation agrees to consider carefully each request for release time for Federation members. Although leaves for short terms without loss of pay may be granted upon approval by the Office of the Superintendent, the Federation shall reimburse the District for the cost of salaries and fringe benefits.

6. Political Leave

Any employee covered by this agreement who has completed three (3) consecutive years of service with the District shall be eligible for a leave of absence for up to two (2) years for the purpose of campaigning for, or serving in, public office. The District shall exercise its discretion in the granting of such leaves.

7. Return from Leave

At the conclusion of a District-approved leave, the employee shall be returned to the position s/he formerly occupied or one that is comparable in duties and responsibilities. The District may require that the expiration of such leave coincides with the natural breaks in the school calendar so that continuity of services is maintained.

**ARTICLE 22:
VACATIONS AND HOLIDAYS**

A. VACATIONS

Classified employees who are employed on a twelve (12) month basis shall receive vacation with pay as follows:

MONTHLY ACCRUAL

Years of service completed	Days of Vacation	Rate of accrual per month
Less than 1 year	10 days	6.7 hours
1 year to less than 5 years	15 days	10 hours
5 years to less than 6 years	20 days	13.4 hours
6 years to less than 7 years	21 days	14 hours
7 years and greater	22 days	14.7 hours

Employees shall accumulate vacation credits at the appropriate above monthly accrual rate following completion of each month worked. For the purpose of this Article “month worked” shall mean on-the-job time, vacation time and authorized paid leave. New employees shall generally not be eligible to take vacation until completing one (1) year of service. Exceptions may be made upon approval of the employee’s supervisor. However, at no time shall an employee take paid vacation against time not yet earned.

Vacations must be scheduled through an employee’s supervisor. A supervisor may require that vacations be scheduled at a time least disruptive to the department to which the employee is assigned.

The number of days carried over at the end of each calendar year shall not exceed one year’s accrual allowance. Any overage will be lost.

An employee who occupies a position having a work year of less than twelve (12) months and who transfers to a twelve (12) month work year assignment may count the time employed in the previous assignment as qualifying for vacation allowance. The basis for this allowance shall be the number of days worked in the previous position divided by a twenty-two (22) day calendar month. This will be converted to years of service and the employee shall commence to accrue vacation credits at the monthly rate shown above.

B. HOLIDAYS

1. Regularly employed 190-200-210-225 employees shall receive the following paid holidays.

New Year's Day	Thanksgiving Day
President's Day	Labor Day
Memorial Day	Veterans' Day

2. Regularly employed 225-day employees shall receive the above days, and, in addition, shall receive Independence Day. Regularly employed twelve (12) month employees shall receive the above days and, in addition, shall receive Independence Day and Christmas Day. In observance of Martin Luther King Jr.'s birthday or any other day celebrated as a holiday, 12-month employees shall not suffer pay loss. The District, however, reserves the right to change the days designated as paid holidays provided that in so doing it does not reduce the number of paid holidays.
3. An employee shall receive holiday pay provided the holiday falls on a scheduled workday of the employee and that the employee worked the nearest scheduled workday immediately preceding and following the holiday. Employees on vacation or authorized paid leave shall be considered as being at work. Employees whose work year is extended (no break in work year, continues employment) by the school or department will be accorded holiday pay for July 4th, provided they meet the criteria established earlier in this section.
4. Employees who are members of a religious faith may be absent without loss of pay up to two (2) days per year specified by that faith as religious holidays which require participation during the workday in religious observances.

ARTICLE 23: INSURANCE

A. HEALTH AND WELFARE BENEFITS

1. Effective January 1, 2018, the District shall contribute to the School District No.1 Health and Welfare Trust (the "Trust") the amount necessary to maintain health insurance benefits that are substantially similar to those provided in 2017 for full-time eligible bargaining unit members, their eligible dependents, spouses, and domestic partners, minus the established employee premium cost share. The Federation shall select the insurance plan(s) and carrier(s) to be provided. The amount of the District's monthly contribution will not exceed \$1,355 per eligible, enrolled full-time employee per month and will be calculated as follows:

The total monthly premium cost (after the buy down amount approved by the Trust, if any) for all eligible, enrolled full-time employees (*total premiums*) minus the total employees' monthly premium cost share (*employees' share*) divided by the total number of eligible, enrolled full-time employees (*total full-time employees*).

The amount for January 1, 2019 until December 31, 2019 will be calculated in fall of 2018 using the same formula when premium costs for 2019 are known. The District's contribution will not exceed \$1,355 per month and the employee monthly premium cost share shall be equal to or greater than the 2018 cost share.

2. The District shall contribute for health insurance benefits for enrolled part-time employees (those regularly working twenty (20) hours or more but less than thirty (30) hours per week) the amount necessary to maintain health insurance benefits that are substantially similar to those provided in 2017 for part-time eligible bargaining unit

members, their eligible dependents, spouses, and domestic partners, minus the established employee premium cost share for part-time employees..

3. Full-time and part-time employees working at least half time and working through the entire standard school year will have eligibility for benefits to continue until the September 30 following the end of the school year except those hired after January 15 wherein benefits will continue until July 31, unless the employee has been guaranteed continued employment in the next school year, in which case benefits will continue.
4. The District will monthly submit to the Trust the full agreed upon employee-paid portion of health insurance contributions.
5. Upon request, the District shall allow the Federation to review the District's financial records relating to the contributions made to the Trust under this Article toward the cost of health insurance benefits for Federation bargaining unit members.

B. WORKERS' COMPENSATION

All employees of the District are eligible for State Workers' Compensation benefits. For absence due to a compensable injury as defined in ORS 656.005 (7), an employee shall retain the workers' compensation check which s/he received for time lost. The employee may supplement his/her compensation check with accrued accumulated sick leave.

An employee who is injured on-the-job shall have a right, for a period set forth by the Workers Compensation statutes, to return to a position of comparable duties and responsibilities to the one s/he occupied but subject to the seniority provisions of Article 27.

If a member of the bargaining unit represented by the Union is absent due to a compensable injury as defined in ORS 656.005(7), the District will continue to provide medical, dental, and vision premium payments at the same level as immediately prior to the date the employee's absence began. Such period shall not exceed one hundred eighty (180) calendar days for one (1) injury, unless the employee has paid sick leave remaining beyond the 180-calendar day period, in which case the District will continue to provide such premium payments until the paid sick leave has been exhausted.

In accordance with Article 23, Section B of the parties' Collective Bargaining Agreement, bargaining unit members may supplement their workers compensation check for time lost. The District's obligation to continue insurance payments as set forth in paragraph 1 does not depend on whether employees elect to supplement their time loss benefits with sick leave.

ARTICLE 24: SAFETY

A. SAFE AND HEALTHY WORKPLACE

The District and Federation agree to the objective of a workplace that is free from abusive conduct, harassment, violence, or the threat of violence. The District shall endeavor to maintain safe and healthy working conditions in accordance with established Board policy, Federal and State regulations. An employee shall have the right to refuse to expose him/herself to immediate danger created by an unsafe working condition when such danger threatens substantial bodily harm. The employee shall give notice of the condition to his/her supervisor and shall be subject to assignment to another location or duty while the condition is being investigated and/or corrected.

B. WORKING WITH STUDENTS ON IEPS

Classified staff will have access to a student's IEP/IFSP if the employee is assigned to work with the student. The employee may request additional training or assistance in developing strategies to manage behavior. The supervisor will arrange to provide assistance that he/she feels is appropriate.

C. PROPERTY LOSS

The District shall reimburse employees for loss of personal property, excluding the employee's automobile, which occurs while the employee is on duty under the following circumstances:

1. When the loss is a result of any unwarranted assault on the employee's person suffered while on duty.
2. Property stolen by the use of forcible entry on a locked container or when reasonable precaution has been made to protect property. A secure area shall be made available to all employees.

Reimbursement shall be at replacement cost (not exceeding actual cost) less any insurance or workers' compensation reimbursement. Reimbursement shall not be made for losses of less than Five Dollars (\$5.00) or that portion in excess of Five Hundred Dollars (\$500.00) and shall not be made when carelessness or negligence on the part of the employee was evident.

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

Employees shall not be required to transport students. However, if an employee's supervisor has requested the employee to transport students, and the employee chooses to do so, the District will reimburse the employee for damages done by students to the automobile up to a maximum of Five Hundred Dollars (\$500.00). The District may require verification of damage(s) and cost of repair.

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 unit member 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 unit member. The District may require as condition to this coverage that before the vehicle is used on District business, the unit member 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 unit member for any deductible cost the unit member is required to pay, as a result of an on-duty accident, not to exceed Five Hundred Dollars (\$500.00). Reimbursement will not be made if the unit member is convicted of or admits to driving under the influence of intoxicants or with a suspended license.

- D. The District will pay for the costs of record checks and fingerprinting of existing employees as required by state law.

**ARTICLE 25:
COMPENSATION**

A. SALARIES

Salary schedules are set forth and incorporated in the appendices of this Agreement. All appendices shall increase by three percent (3.0%) effective July 1, 2017. All appendices shall increase by two percent (2.0%) effective July 1, 2018.

All eligible employees shall receive a step increase effective July 1, 2017. Eligible employees are those that are not at the top step and have been at their current step for six months prior to the date the step is granted.

All eligible employees shall receive a step increase effective July 1, 2018. Eligible employees are those that are not at the top step and have been at their current step for six months prior to the date the step is granted.

B. PAYROLL CHECKS

1. Employees whose work years are less than twelve (12) months and who are employed at the beginning of the regularly scheduled work year, may receive their annual compensation in ten (10) or twelve (12) monthly payments. Such employees must indicate, in writing, their preferred method for payment for the coming school year. This writing must be submitted to Human Resources no later than August 1 of any given year. Employees hired after August 1, but prior to the first payroll cutoff date in September, shall be notified of the opportunity to make their selection prior to the first payroll cutoff date in September. Employees who do not submit a selection will be paid on a twelve (12) month basis. The method of payment cannot be changed during the course of the scheduled work year.
2. There will be no change to the method of payment in subsequent years unless the employee makes such an indication in writing to the Human Resources Department prior to August 1 of any given year.
3. Employees hired after the payroll cutoff in September shall receive their salary prorated over the remaining pay periods in the scheduled work year.
4. For an employee who selects payment on a ten (10) month basis, the last payment shall be subject to three (3) months of authorized payroll deductions, e.g., employee contributions to health and welfare insurance, organization dues, credit union, etc.

C. INITIAL SALARY PLACEMENT

1. Salary placement of new employees shall be determined by the District but with the following considerations:

One (1) step on the salary schedule granted for each two (2) years or major fraction thereof of full time related work experience and/or education. The following exceptions will be granted: when the applicant has 4 (four) years experience and Bachelors Degree they will be placed on Step 3; or if the applicant has six (6) or more years experience with or without a degree, the employee will be placed on Step 3.

Clerical and office employees shall generally not be placed above the fourth salary level in any particular classification. Educational Assistants shall generally not be placed above the third salary level.

2. When the District determines that extenuating circumstances exist, it may exceed the above guidelines.

3. Returning Employees

Should a former PFSP-represented employee return to the same or lower, related classification, as previously held within two years of the departure they shall be placed at the same step as they were at their departure date.

A returning employee who was previously employed by the District in the PFSP bargaining unit for more than two years will be placed at Step 2 or higher.

D. WORK YEAR

The Board retains the right and authority to change the days on which school shall be held and to make other adjustments to the work year. In the event of adjustments to the work year, the District shall consult with the Federation before implementing any changes, and the salaries set forth in this Agreement shall be adjusted for the added or deleted days on the basis of the employee's daily rate under said salary schedules.

E. BONUS PAY

The District may implement a bonus pay program for a group of employees (such as employees assigned to a particular school) to receive additional compensation above their normal wage or salary rates based on the group's successful completion of goals specified in advance by the District. Nothing in this agreement precludes bargaining unit members from participating in that program or receiving the bonus pay.

F. OUTDOOR SCHOOL/SIMILAR OVERNIGHT EVENTS

An employee who volunteers, is assigned, and attends Outdoor School or other similar overnight academic events with students, will be reimbursed for their mileage and meals and receive a \$75 per day stipend. Employees will also be paid for actual time worked beyond the regular scheduled work day, including overtime in accordance with Article 16.A.

G. BUS RIDER STIPEND

Employees who volunteer and are assigned to ride the bus with a student to and/or from the student's home shall receive a stipend of two dollars (\$2.00) per day for each day assigned. Effective the first pay period following the execution of this agreement, the amount of the Bus Rider Stipend will increase to ten dollars (\$10.00) per day for each day assigned.

H. PERSONAL VEHICLE USE

Employees who are required to use their personal vehicles for travel on behalf of the District during on-duty time, shall be reimbursed at the current I.R.S rate. The District may require

as a condition for reimbursement that the employee provide a certificate of insurance showing that the employee has basic liability coverage equal to or greater than that required to license a vehicle in the State of Oregon. An employee required to travel to two (2) or more work sites shall receive mileage reimbursement provided they have met the above stated certification requirements.

I. SCHEDULE

The Federation and the District agree that if the District implements a biweekly or semi-monthly payroll system, that the provisions of Article 25 relating to payroll checks shall be modified to allow a biweekly payroll.

ARTICLE 26: REDUCTION OF STAFF

This article shall not apply to less-than half-time employees or employees that have not successfully completed six (6) consecutive months of service in a bargaining unit position.

SECTION I. SCHOOL CLOSURE

In the event of a school closure or merger, all unit members from the merging school(s) initially will be assigned proportionately to the receiving school(s) or work locations(s). Preferences for preliminary assignment to the new school or work location shall be honored based upon the seniority of the unit member, unless the requirements of the position make the request impracticable. Employees who are not selected for assignments in the receiving schools, will be unassigned within classifications at the merged schools pursuant to Section II below.

SECTION II. LAYOFF

- A. NOTICE: In the event staff reductions become necessary, the District shall give the Federation as much advance notice as is practicable of anticipated reductions and offer to meet with the Federation to discuss reductions before implementing such reductions.
- B. SENIORITY: For purposes of this article, length of service is defined as the length of continuous service in a bargaining unit position. The District will consider personnel for layoff in the inverse order of their length of service, but with consideration given to special qualifications, areas of experience, program, minority employment, and levels of training.

In the absence of such considerations, length of service shall be followed. Prior to laying off or reducing work hours of employees who regularly work half-time or more, the District shall consider eliminating less than half-time assignments.

- C. ORDER OF LAYOFFS: Staff reductions shall be accomplished within job classifications based on length of service. An employee whose position is eliminated due to such reduction, shall be entitled to "bump" the least senior employee in the employee's job classification (see Appendix A) or any other classification in which the employee has worked

for the District in the last three (3) years. If a vacancy exists in a position that is paid equal to or lower than the employee's current position, the employee may be offered the assignment at the District's discretion.

- D. **SPECIAL SKILLS:** The District may choose when conducting a layoff to retain an employee who would normally have been laid-off because of the special skills, training, or abilities that the employee to be retained has which are required for the position. In exercising this right, the District will notify the Federation of the District's intent to implement this exemption option and will discuss the reasons for exercising the exemption process with the Federation.
- E. **VOLUNTARY LAYOFF:** An employee offered an assignment of lower classification or reduced work hours due to staff reductions, may elect voluntary layoff. In such cases, the employee shall be entitled to any recall rights provided by this Article.
- F. **REASSIGNMENT:** An employee rejecting a change in assignment which is comparable in classification and work year shall, by doing so, relinquish any seniority and recall rights provided by this Article, and this Agreement shall be terminated.
- G. **RECALL:** Employees who are laid off, shall be rehired in inverse seniority order into future vacancies within their classifications in assignments for which they are qualified prior to employment of a new hire. Such rights of recall shall extend for a period of fifteen (15) months from the day of layoff. Employees recalled by the District shall be reinstated with seniority rights accumulated as of the date of their layoff. Any employee recalled by the District for a position comparable to the one from which s/he was laid off, and who rejects such an assignment, shall relinquish all rights provided in this Article and Agreement, and shall be terminated. Employees are responsible to provide the District up to date information and must respond within seven (7) calendar days from the time of notice to accept or reject such an assignment. Failure to respond within seven (7) calendar days shall constitute rejection of the assignment and such employee will relinquish all rights provided in this Article and Agreement, and shall be terminated.

Placement in support of students subject to 504 funding shall be voluntary. In the case of Unassignments, choosing to not be placed in support of students subject to 504 funding shall NOT waive Recall Rights nor Seniority Rights. It is understood that an Educational Assistant agreeing to be placed in 504 support may be returned to work out of Seniority order.

- H. **LATE HIRES:** Employees who are hired on or before the first day of the second semester who are laid off and rehired into a regular position within five (5) months of their date of layoff, shall be given credit for time worked and attain rights of recall as described above.
- I. **NOTIFICATION OF ASSIGNMENT:** By May 30, the District will notify, in writing, employees of their intended employment status with the District for the following school year. The District shall make a reasonable effort to notify affected employees of changes in staffing

plans that occur during the summer recess. The District shall make a reasonable effort to provide 260-day employees with as much notice as practicable regarding changes in staffing plans, with a minimum 2-week notice of layoff. Failure by the District to provide such notice of changes in staffing plans following issuance of notification will not interfere with the authority of the District to reassign or terminate an employee.

- J. REDUCTION OF HOURS: An employee's work hours shall not be reduced without two (2) weeks written notice to the employee with a copy to the Federation. An employee whose total hours are reduced more than 30 minutes per day, may reject the reduction in hours, and exercise his/her seniority for reassignment.

Employees shall not be entitled to "bump" into a position with greater FTE than their previous assignment. If a vacancy exists in a position that is paid equal to or lower than the employee's current position, the employee may be offered the assignment at the District's discretion.

Temporary hours may be added at the District's discretion, but shall not be included in determining reduction in hours, bumping, or recall.

- K. RESTORATION OF HOURS: In the event the number of hours of work are reduced for any employee or group of employees within a department or school, and budget funds are restored to that department or school within the following twelve (12) months, the District shall, when practicable, give priority to reinstating the hours to the affected employees before hiring additional staff in the employee's classification within the department or school. In addition, if the position is reinstated before the beginning of the employee's scheduled work year following its elimination, the employee may return to his/her previous position. An employee whose work hours are reduced may submit an online application indicating the positions for which the employee is interested.
- L. UNASSIGNED EMPLOYEES: An employee declared unassigned at the end of the academic year, but who has been given reasonable assurance of continued employment by the District, shall be placed on a list of such employees for assignment in accordance with Article 12.E.2. The District, when practicable, shall consider preferences of the employee, which shall be collected and recorded in a standardized manner.
- M. NOTIFICATION TO THE FEDERATION: The Federation shall be provided with the names of all unassigned employees, their preferences per Section L, above, and the staffing placement.
- N. EVALUATION PERIOD: When an employee is reassigned, due to an unassignment, to a department he/she has never worked in, the employee will be required to complete a sixty (60) working-day probationary period. The purpose of the probationary period is to ensure the employee has the necessary skills and abilities to perform the duties of the new job. If it is determined that the employee is unable to perform the necessary duties, the employee will be unassigned and referred to the Human Resources Department for a new placement.

- O. DEPARTMENT or SCHOOL-BASED REDUCTIONS OF STAFF: In the event that staff reductions must be made in individual departments, worksites, or schools, these reductions must be made based on seniority, according to Section II of this Article.

**ARTICLE 27:
SCHOOL IMPROVEMENT COUNCILS**

A. PARTICIPATION

In accordance with HB 2991, each School Improvement Council shall include representation by a classified employee. This representative may be elected by classified employees at the individual building site.

B. MEETINGS

Classified Employees shall be compensated for their participation on the Council according to the provisions of this Agreement.

Participation in School Improvement Council meetings shall be voluntary.

C. TRAINING

Classified employee representatives will be included in all training programs offered to School Improvement Councils.

**ARTICLE 28:
DURATION OF AGREEMENT**

- A. The effective date of this Agreement is July 1, 2017. This Agreement will continue in effect until June 30, 2019.
- B. In the event that, under applicable laws, some other method of representation or some other applicable representative for the employees is elected, this Agreement shall not terminate, but shall be fully binding according to its terms upon any and all employees or successors to the Federation as exclusive representative of employees or portion thereof, except as to the representation of employees for whom the Federation remains the exclusive collective bargaining representative by law, such event shall terminate the rights and authority of the Federation under this Agreement.

**APPENDIX A:
Classifications**

Classification Title	Salary Grade
Administrative Assistant	M
Administrative Clerk H	H
Admin. Professional Library Clerk	I
Administrative Secretary	G
Assistive Tech. Practitioner	Appendix F
Book Clerk	G
Campus Security Agent	Appendix 1
Certified Nursing Assistant (CNA)	Appendix D
Chief Clerk	K
Clerk	F
Community Agent	Appendix 1
Cert. Occupational Therapy Asst. (COTA)	Appendix E
Department Receptionist	D
Educational Asst. - ELL	E
Educational Asst. - Gen. Ed.	D
Electronic Publishing Tech.	K
Finance Clerk	K
HR Representative	J
High School Bookkeeper	G
High School Site Technology Specialist	L
High School Career Coordinator	N
Instructional Technology Asst.	H
Industrial Tech Asst.	L
Integrated Curriculum Development	N
Library Asst.	H

Classification Title	Salary Grade
Study Hall Monitor	Appendix 1
Physical Therapy Asst. (PTA)	Appendix E
Licensed Practical Nurse (LPN)	Appendix D
Occupational Therapist	Appendix 2
Paraeducator	Appendix C
Payroll Benefits Clerk	K
Physical Therapist	Appendix 2
Principal Secretary - Elementary	J
Principal Secretary – Middle School	J
Principal Secretary – Night School	J
Principal Secretary – High School	K
Project Assistant	H
School Secretary	F
Security Technician	J
Senior Admin. Secretary I	K
Senior Admin. Secretary II	J
Senior Clerk I	I
Senior Clerk II	G
Sign Language Interpreter	Appendix G
Special Ed. Asst. Trainer	K
Special Ed. Records Clerk	H
Student Attendance Monitor	G
Transportation Route Scheduler	J
Vice Principal's Secretary	G

- 1) Effective July 1, 2018, Campus Security Agents, CNAs and LPNs will move to Grade I.
 Effective July 1, 2018, Transportation Route Schedulers will move to Grade J on Appendix B.

APPENDIX B:
12 Month (260 Day) & 10 Month (200/210 Day) Salary Schedule

Effective 7/1/2017

Grade Step	C	D	E	F	G	H	I	J	K	L	M	N
1	\$13.88	\$14.49	\$15.12	\$15.78	\$16.42	\$17.02	\$17.65	\$18.29	\$18.91	\$18.06	\$21.70	\$27.00
2	\$14.49	\$15.12	\$15.78	\$16.42	\$17.02	\$17.65	\$18.29	\$18.91	\$19.56	\$18.97	\$22.35	\$28.33
3	\$15.12	\$15.78	\$16.42	\$17.02	\$17.65	\$18.29	\$18.91	\$19.56	\$20.18	\$19.97	\$23.03	\$29.42
4	\$15.78	\$16.42	\$17.02	\$17.65	\$18.29	\$18.91	\$19.56	\$20.18	\$20.81	\$21.08	\$23.72	\$30.70
5	\$16.42	\$17.02	\$17.65	\$18.29	\$18.91	\$19.56	\$20.18	\$20.81	\$21.44	\$22.12	\$24.43	\$32.05
6	\$17.02	\$17.65	\$18.29	\$18.91	\$19.56	\$20.18	\$20.81	\$21.44	\$22.07	\$23.36	\$25.16	\$33.48
7	\$17.65	\$18.29	\$18.91	\$19.56	\$20.18	\$20.81	\$21.44	\$22.07	\$22.73	\$24.45	\$25.91	\$34.94
8	\$18.29	\$18.91	\$19.56	\$20.18	\$20.81	\$21.44	\$22.07	\$22.73	\$23.34	\$25.73	\$26.69	\$36.49

Effective 7/1/2018

Grade Step	C	D	E	F	G	H	I	J	K	L	M	N
1	\$14.16	\$14.78	\$15.42	\$16.10	\$16.75	\$17.36	\$18.01	\$18.66	\$19.29	\$18.42	\$22.14	\$27.54
2	\$14.78	\$15.42	\$16.10	\$16.75	\$17.36	\$18.01	\$18.66	\$19.29	\$19.95	\$19.35	\$22.80	\$28.89
3	\$15.42	\$16.10	\$16.75	\$17.36	\$18.01	\$18.66	\$19.29	\$19.95	\$20.58	\$20.37	\$23.49	\$30.01
4	\$16.10	\$16.75	\$17.36	\$18.01	\$18.66	\$19.29	\$19.95	\$20.58	\$21.22	\$21.51	\$24.20	\$31.32
5	\$16.75	\$17.36	\$18.01	\$18.66	\$19.29	\$19.95	\$20.58	\$21.22	\$21.87	\$22.57	\$24.92	\$32.69
6	\$17.36	\$18.01	\$18.66	\$19.29	\$19.95	\$20.58	\$21.22	\$21.87	\$22.51	\$23.83	\$25.67	\$34.14
7	\$18.01	\$18.66	\$19.29	\$19.95	\$20.58	\$21.22	\$21.87	\$22.51	\$23.19	\$24.94	\$26.43	\$35.64
8	\$18.66	\$19.29	\$19.95	\$20.58	\$21.22	\$21.87	\$22.51	\$23.19	\$23.81	\$26.24	\$27.22	\$37.22

[increase 2017 wage scale by 3%; increase 2018 wage scale by 2%]

APPENDIX C:

Special Education Paraeducator and Therapeutic Intervention Coach Salary Schedule

	STEP	7/1/2017 HOURLY	7/1/2018 HOURLY
Paraeducator	1	\$15.92	\$17.05
	2	\$16.57	\$17.75
	3	\$17.22	\$18.44
	4	\$17.88	\$19.15
	5	\$18.54	\$19.86
	6	\$19.21	\$20.57
	7	\$19.85	\$21.26
	8	\$20.51	\$21.96
	9	\$21.15	\$22.65
Therapeutic Intervention Coach	1	\$16.71	\$17.89
	2	\$17.40	\$18.63
	3	\$18.10	\$19.38
	4	\$18.78	\$20.11
	5	\$19.45	\$20.83
	6	\$20.15	\$21.58
	7	\$20.85	\$22.33
	8	\$21.54	\$23.07
	9	\$22.21	\$23.78

[increase 2017 wage scale by 3%; increase 2018 wage scale by 7% (2%+5%)]

APPENDIX D:
Salary Schedule for Special Education CNA and LPN

Step	7/1/2017 HOURLY
1	\$16.68
2	\$17.36
3	\$17.99
4	\$18.66
5	\$19.34
6	\$20.00
7	\$20.66
8	\$21.33
9	\$21.99

[increase 2017 wage scale by 3%; these positions move to Grade I on July 1, 2018]

APPENDIX E:
Salary Schedule for Special Education PTA and COTA

	7/1/2017	7/1/2018
Step	HOURLY	HOURLY
1	\$21.89	\$22.33
2	\$22.67	\$23.12
3	\$23.40	\$23.87
4	\$24.11	\$24.59
5	\$24.86	\$25.36
6	\$25.57	\$26.09

[increase 2017 wage scale by 3%; increase 2018 wage scale by 2%]

APPENDIX F:
Salary Schedule for Assistive Technology Practitioners

Step	7/1/2017 HOURLY	7/1/2018 HOURLY
1	\$24.14	\$24.63
2	\$24.83	\$25.33
3	\$25.57	\$26.09
4	\$26.33	\$26.85
5	\$27.12	\$27.66
6	\$27.90	\$28.46

[increase 2017 wage scale by 3%; increase 2018 wage scale by 2%]

APPENDIX G:
Sign Language Interpreter Salary Schedule

7/1/2017

Step	COC or AA	BA/BS	BA/BS or AA plus RID CT or RID CI	BA/BS or AA plus RID CT & RID CI
1	\$20.01	\$20.71	\$21.43	\$22.12
2	\$20.71	\$21.43	\$22.12	\$22.82
3	\$21.43	\$22.12	\$22.82	\$23.53
4	\$22.12	\$22.82	\$23.53	\$24.24
5	\$22.82	\$23.53	\$24.24	\$24.94
6	\$23.53	\$24.24	\$24.94	\$25.64

7/1/2018

Step	COC or AA	BA/BS	BA/BS or AA plus RID CT or RID CI	BA/BS or AA plus RID CT & RID CI
1	\$20.41	\$21.13	\$21.86	\$22.57
2	\$21.13	\$21.86	\$22.57	\$23.28
3	\$21.86	\$22.57	\$23.28	\$24.00
4	\$22.57	\$23.28	\$24.00	\$24.72
5	\$23.28	\$24.00	\$24.72	\$25.44
6	\$24.00	\$24.72	\$25.44	\$26.15

[increase 2017 wage scale by 3%; increase 2018 wage scale by 2%]

APPENDIX 1:
Community Agents, Campus Security Agents, and
Study Hall Monitors Salary Schedule

Effective 7/1/2017

STEP	Base		\$265	
	Hourly	Annual	Hourly	Annual
1	\$16.77	\$25,489	\$16.94	\$25,753
2	\$17.26	\$26,236	\$17.44	\$26,504
3	\$17.78	\$27,015	\$17.95	\$27,287
4	\$18.26	\$27,762	\$18.44	\$28,023
5	\$18.77	\$28,524	\$18.94	\$28,790
6	\$19.28	\$29,302	\$19.46	\$29,573
7	\$19.78	\$30,066	\$19.95	\$30,325
8	\$20.29	\$30,844	\$20.47	\$31,107
LONGEVITY	\$21.07	\$32,036	\$21.25	\$32,297

Effective 7/1/2018

STEP	Base		\$265	
	Hourly	Annual	Hourly	Annual
1	\$17.10	\$25,999	\$17.28	\$26,263
2	\$17.61	\$26,761	\$17.78	\$27,029
3	\$18.13	\$27,555	\$18.31	\$27,828
4	\$18.63	\$28,317	\$18.80	\$28,578
5	\$19.14	\$29,094	\$19.32	\$29,361
6	\$19.67	\$29,889	\$19.84	\$30,159
7	\$20.17	\$30,667	\$20.35	\$30,926
8	\$20.70	\$31,461	\$20.87	\$31,724
LONGEVITY	\$21.50	\$32,677	\$21.67	\$32,938

After three (3) years at the eighth (8th) step, an employee shall move to the longevity (LG) pay step.

1. Community Agents and Campus Security Agents who complete fifteen (15) hours off-duty of related inservice training shall receive an additional Two Hundred Sixty Five Dollars (\$265) above their annual salary. Verification of the completion of such inservice training must be on file with the Human Resources Department. In order to receive a salary adjustment retroactive to the beginning of the current school year, a Community Agent must, by October 31st, provide the Human Resources Department with proof of the inservice training taken. Adjustments based upon proof received after October 31st will be made effective the second month following the month the proof was received by the Human Resources Department.
2. Community Agents and Campus Security Agents, with approval of their supervisors, may arrange their daily work schedules so that time required for designated evening duties, such as home visitations, and other community related activities, fall within the

regular eight (8) hour workday. When a Community Agent is required to visit a student's home after normal school hours, the District will provide a cell phone for check out during the home visit. Campus Security Agents will be provided with the necessary equipment as required by the supervisor to perform their duties and responsibilities.

3. Community Agents and Campus Security Agents shall be entitled to two (2) professional leave days per year. Such days may be used only for attendance at conferences, workshops, seminars, etc., which are directly related to the employee's assignment with the District. Such leave must be approved by the employee's supervisor.
4. In the absence of specific program or skill requirements, any reduction in work hours shall be done based upon seniority.
5. The District shall provide inservice training for Campus Security Agents.
6. The District will provide training to all Campus Security Agents in blood borne pathogens and first aid within sixty (60) days of his/her first day of employment as Campus Security Agents.
7. The District shall be responsible for recertification costs for Campus Security Agents.

[increase 2017 wage scale by 3%; increase 2018 wage scale by 2%]

APPENDIX 2:
Physical and Occupational Therapists
The salaries for Physical and Occupational Therapists shall be based upon a
190-day work year.

1. Initial Salary Placement: Physical Therapists (PT) or Occupational Therapists (OT) hired after February 1, 2018 will be placed on the salary schedule according to the degree earned (BA/BS or MA/MS) and experience according to the following schedule:

Step 1	< 1 year
Step 2	1 year
Step 3	2 years
Step 4	3 years
Step 5	4 years
Step 6	5 years
Step 7	6 years
Step 8	7 years
Step 9	8 years
Step 10	9 years

Years of part-time experience will be counted as one-half a year under this Section. Part-time will be considered at least 20 hours per week (.5 FTE).

2. The workday for Physical and Occupational Therapists shall be eight (8) hours including a minimum of thirty (30) minute duty-free lunch. Physical and Occupational Therapists are salaried, exempt employees, the overtime provisions of Article 16 do not apply.
3. The District shall reimburse Physical and Occupational Therapists 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 will be for actual cost of tuition but not to exceed the tuition rate for graduate courses at Portland State University. Evidence of a passing grade must be provided to the District in order to receive reimbursement. In the event that appropriate coursework is not available through a graduate/ undergraduate program, these funds may be utilized for tuition, registration, or enrollment fees for seminars, workshops, or other related professional conferences if approved by the supervisor. Except for tuition, the District shall make direct payment, if agreeable by the provider, following receipt of attendance confirmation.
4. Physical and Occupational Therapists shall be entitled to two (2) accumulative professional leave days per year, but the employee may not use more than four (4) such days per year. Such days may be used only for attendance at conferences, workshops, seminars, etc., which are directly related to the employee's assignment with the District. Such leave must be approved by the employee's supervisor.
5. A Professional Improvement Fund as identified in Article 14 shall be available to Physical and Occupational Therapists for the purpose of attending conferences, seminars, and workshops related to the employee's work assignment. Tuition, registration or enrollment fees may be reimbursed as per paragraph 2 above. The group may submit its recommendations as to how the funds shall be distributed among the employees. Use of funds must have prior approval by the District.

6. Prior to the end of the school year, the District shall provide Physical and Occupational Therapists with the opportunity to consult with the administration regarding assignments for the subsequent year. Prior to a substantial modification of an assignment, i.e., relocation, the administration shall meet with the affected employee(s) to discuss the modification. In the case of involuntary transfer, absent specific program or skill requirements, the least senior employee shall be transferred. Upon request of an employee, the supervisor shall meet and consult regarding caseload and/or course load assignments.
7. Physical and Occupational Therapists who write IEPs shall be provided thirty-two (32) hours of released time, per year, for that purpose. An Occupational Therapist or Physical Therapist who attends an IEP meeting outside of their work day shall be paid at their hourly rate of pay for the duration of the meeting.
8. Early retirement incentive payments provided to teachers by the District shall also be provided to Physical and Occupational Therapists.

Physical and Occupational Therapists Salary Schedule

Effective 7/1/2017			Effective 7/1/2018		
Step	BA	MA	Step	BA	MA
1	\$47,707	\$56,892	1	\$48,661	\$58,030
2	\$49,332	\$58,829	2	\$50,318	\$60,006
3	\$51,010	\$60,829	3	\$52,030	\$62,045
4	\$52,744	\$62,897	4	\$53,799	\$64,155
5	\$54,535	\$65,036	5	\$55,626	\$66,337
6	\$57,612	\$68,467	6	\$58,764	\$69,837
7	\$58,765	\$69,837	7	\$59,940	\$71,234
8	\$61,351	\$72,923	8	\$62,578	\$74,381
9	\$64,060	\$76,153	9	\$65,341	\$77,676
10	\$66,883	\$79,520	10	\$68,221	\$81,111

Add \$1,500 for earned Doctorate in field related to assignment.

[increase 2017 wage scale by 3%; increase 2018 wage scale by 2%]

SIGNATURE PAGE

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

Guadalupe Guerrero
Superintendent

PORTLAND FEDERATION OF SCHOOL PROFESSIONALS (PFSP), by:

Belinda Reagan
President

John MacDuffee
Treasurer

Michelle Batten
PFSP Field Representative

Norma Lawson
Secretary

Michele Catena
Team Member

Michael Fried
Team Member

Glenn Johndohl
Team Member

Memorandum of Agreement

between

Multnomah County School District #1J (the District)

and

Portland Federation of School Professionals (PFSP)

The District will continue to fill overtime positions for Campus Security Agents by first soliciting volunteers to work available overtime.

The District will apply the following procedure when necessary to assign mandatory overtime in non-emergency situations due an insufficient number of volunteers:

1. All Campus Security Agents will be ranked on an overtime list in order by seniority with the most senior Campus Security Agent being at the top of the list, and the newest Campus Security Agent being at the bottom of the list at the start of each school year.
 - a. Seniority will be determined by the number of years each Campus Security Agent has been a Campus Security Agent.
 - b. The overtime list will be a rolling list. Once a Campus Security Agent completes an assigned overtime shift, they will be placed at the top of the overtime list.
 - c. Campus Security Agents who are hired during the school year will be placed on the bottom of the overtime list once they have been hired.
2. Overtime will be assigned beginning at the bottom of the overtime list.
 - a. If the person on the bottom of the list has already volunteered to work the event or is otherwise working for PPS at the time of the assignment, then the next higher person on the overtime list will be selected. The Campus Security Agent at the bottom of the list will remain at the bottom of the overtime list for the next time the list is used.
3. Campus Security Agents assigned overtime will be compensated for a minimum of four (4) hours at the overtime rate. This provision only applies to overtime of a call-back nature.

4. Campus Security Agents will be notified via District Email as soon as possible once selected for assigned overtime from the overtime list and at least 48 hours from the start of the overtime shift, unless a bona fide exigency prevents such notice. If a Campus Security Agent is required to work an assigned overtime shift with less than 48 hours' notice, the Campus Security Agent will be paid an hourly rate equal to two times their normal hourly rate.
5. A Campus Security Agent(s) may request to be excused from a specific overtime assignment based on a significant hardship. The District Security Director or Security Manager will review a request based on significant hardship on a case by case basis. If the request is granted, the Campus Security Agent will remain at the bottom of the list for the next overtime opportunity.
6. If the Campus Security Agent does not report for the assignment, he or she could be subject to discipline depending on the totality of circumstances and would remain at the bottom of the rolling seniority list to be assigned to the next occurrence.
7. Once the Campus Security Agent completes the assigned overtime shift, the Campus Security Agent is placed at the top of the rolling seniority list by order of seniority.

For the District

Date: _____

For PFSP

Date: _____

Memorandum of Agreement

between

Multnomah County School District #1J (the District)

and

Portland Federation of School Professionals (PFSP)

The Federation and the District recognize the value of fair and consistent guidelines for placing employees on the Salary Schedule. The parties hereby agree to the following process for reviewing the current placement process and discussing potential improvements.

1. Within six (6) months of the execution date of this Agreement, the District and the Federation will form a Committee and meet.
2. Each party may designate up to four (4) representatives to participate on the Committee.
3. The Committee will meet at least once per month until the parties have developed mutually-agreeable recommendations for amending the current placement language in the Collective Bargaining Agreement. The recommendations will be submitted to the Senior Director of Employee and Labor Relations. The Senior Director of Labor Relations will seek District approval to adopt the recommendations, and if approval is given, will propose a Memorandum of Agreement to the Federation to amend the existing language in the Collective Bargaining Agreement.
4. If, after four meetings, the Committee is unable to agree upon recommendations to submit to the Senior Director of Labor Relations, the Committee members appointed by the Federation may submit recommendations for consideration to the Senior Director of Labor Relations. The Senior Director of Labor Relations will respond to the recommendations in writing within thirty (30) days.

This Agreement will become effective upon execution by the parties.

For the District

Date: _____

For PFSP

Date: _____

INDEX

ARBITRATION	18
BOARD MEETING	6
BONUS PAY	28
CALL BACK	14
CAREER DEVELOPMENT	12
COMPENSATORY TIME	14
CONTRACT ADMINISTRATION	5
DISCIPLINE	15
DURATION OF AGREEMENT	32
EMPLOYEE EVALUATION.....	16
FAIR SHARE.....	9
FEDERATION RIGHTS	5
GRIEVANCE PROCEDURE	17
HOLIDAYS.....	23
INITIAL SALARY PLACEMENT	27
INSERVICE FUND.....	13
INSURANCE.....	24
JOB DESCRIPTIONS/POSITION GUIDE	10
LAYOFF	29
LAYOFF	
EVALUATION PERIOD	31
LATE HIRES.....	30
NOTICE	29
NOTIFICATION OF ASSIGNMENT.....	30
ORDER OF LAYOFFS	29
REASSIGNMENT.....	30
RECALL.....	30
REDUCTION OF HOURS	31
RESTORATION OF HOURS.....	31
SENIORITY	29
SPECIAL SKILLS	30
UNASSIGNED EMPLOYEES.....	31
VOLUNTARY LAYOFF.....	30
LEAVES	19
BEREAVEMENT LEAVE	20
DISABILITY LEAVE.....	22
DISTRICT DESIGNATED CLOSURE	21
EMERGENCY/PERSONAL BUSINESS LEAVE	21
FAMILY ILLNESS.....	20
JURY DUTY	21
MANDATORY COURT APPEARANCES.....	21
OTHER PAID LEAVES.....	20

QUARANTINE	20
RETURN FROM LEAVE	23
SICK LEAVE.....	19
SICK LEAVE BANK.....	20
UNPAID LEAVES	22
LUNCH AND REST PERIODS.....	13
MAINTENANCE OF BENEFITS.....	7
MANAGEMENT RIGHTS CLAUSE.....	7
MONTHLY ACCRUAL	23
NO STRIKE CLAUSE.....	8
NONDISCRIMINATION	7
OPTIONAL WORK SCHEDULE	15
ORIENTATION MEETINGS.....	6
OUTDOOR SCHOOL.....	28
OVERTIME	14
OVERTIME AND CALL BACK	14
PAYROLL CHECKS.....	27
PAYROLL DEDUCTIONS.....	8
PERSONNEL FILE	10
PHYSICAL AND OCCUPATIONAL THERAPISTS	42
POSITION VACANCIES AND ANNOUNCEMENTS.....	11
PROMOTIONS AND RECLASSIFICATIONS	12
PROPERTY LOSS.....	26
RECOGNITION.....	4
RELIGIOUS HOLIDAYS	24
REPRIMANDS	15
SAFETY	25
SCHOOL CLOSURE	29
SCHOOL IMPROVEMENT COUNCILS.....	32
SIGNATURE PAGE	44
STATUS OF AGREEMENT	4
SUBSTITUTE EMPLOYEES.....	4
UNION DUES.....	8
UNPAID LEAVES.....	22
CHILD CARE LEAVE	22
DISABILITY LEAVE.....	22
VACATIONS	23
VACATIONS AND HOLIDAYS.....	23
WARNINGS	15
WORK YEAR	28
WORKERS' COMPENSATION.....	25



Board Meeting Date: April 19, 2018

Executive Committee Lead: Yvonne Curtis

Department: Enrollment and Transfer

Presenter/Staff Lead: Judy Brennan

SUBJECT: 2018 Standard Inter-district Transfer Resolution

BACKGROUND

State law allows 5 methods for students to enroll in schools outside of their home districts:

1. Standard inter-district transfers
2. Open Enrollment transfers
3. Transfers into Charter schools (exempt from IDT process)
4. Contract transfers, such as into specials schools and Community-Based Organizations
5. Tuition

This report focuses on the standard inter-district transfer process for students who do not already have a valid inter-district transfer agreement. Compliant with state law, the PPS Board of Directors must determine each year

- Whether resident students will be newly released to enroll in other districts, and, if so, how many, and
- Whether non-resident students will be newly accepted for enrollment in PPS schools and, if so, how many.

A student who is approved by PPS through the standard inter-district transfer process must also receive consent from the home or requested district.

The Superintendent recommends the following plan for 2018-19 standard inter-district transfers.

1. An unlimited number of students will be allowed to transfer *into* PPS if they apply by September 1, 2018 and meet at least one of the following priorities:
 - Students who had a legal change of residence out of the PPS boundary during the past year will be allowed to remain enrolled at their current PPS schools.
 - Students who have siblings already enrolled in PPS will be accepted, so long as space is available at the requested schools.
2. Additionally, up to 125 students will be admitted *into* PPS, so long as space is available at the requested school and grade.

- Up to 75 students who received prior consent to enroll in PPS through 2017-18 and are now at the highest grade of their current school.
 - Up to 50 students who do not qualify for any of the above priorities.
 - If there are more applicants than slots a random number will be used as a tie-breaker.
3. New transfers *into* PPS would last through the highest grade of the approved school.
 4. An unlimited number of students will be released *out of* PPS if they apply by September 1, 2018 and meet at least one of the following priorities:
 - Students who had a legal change of residence into the PPS boundary during the past year will be allowed to remain enrolled at their current district.
 - Students not yet enrolled in a different district will be released if they have siblings enrolled in their requested district.
 - In accordance with state law, releases to other districts remain in effect through 12th grade.
 5. No transfer slots are allocated for resident students who do not meet the above criteria.
-

BOARD COMMITTEE REVIEW (IF APPLICABLE)

The Enrollment and Forecasting Committee reviewed a draft of this plan and heard public testimony on April 17, 2018. After discussion the committee voted 3-0 to forward an amended plan for full board consideration.

RELATED POLICIES / BOARD GOALS AND PRIORITIES

Policy 4.10.040-P, Inter-District Transfers

Administrative Directive 4.10.090-AD, Inter-District Transfer Procedures

PROCESS / COMMUNITY ENGAGEMENT

Several families communicated concerns and suggestions through e-mail and in person to the Enrollment and Forecasting Committee. Families were seeking greater opportunities to be released to other districts. The suggestions were researched, including consultation with Oregon Department of Education staff. ODE and PPS General Counsel's office agree that the recommended plan is compliant with state statute. The Enrollment and Forecasting committee declined to add the parents' proposal to the 2018 standard inter-district transfer plan.

Transfer applications will be available online and in paper at the Enrollment and Transfer Center beginning May 14. Automatic applications will be created for students who have moved out of the PPS district in the past year and are not at the highest grade of their current school. These families will receive information about the application process in their supported languages. Staff will also send earlier notice to other districts on behalf of families, to help home districts connect earlier with families who need to be released in order to remain in PPS.

ALIGNMENT WITH EQUITY POLICY IMPLEMENTATION PLAN

Non-resident students enrolled in PPS are more likely to be historically underserved students than the overall district population. This data includes students who enroll in PPS through other transfer mechanisms, not just the standard inter-district transfer process

Out of district student demographics compared to all PPS students (October 2017)

	<i>Latino</i>	<i>African American</i>	<i>Asian</i>	<i>Native American</i>	<i>Pacific Islander</i>	<i>White</i>	<i>Multiple</i>	<i>Historically Underserved (all categories)</i>
Out of District	18%	16%	7%	2%	1%	46%	11%	44%
All PPS Students	16%	10%	7%	1%	1%	56%	10%	33%

The 2018 plan eliminates caps and early deadline for students who meet priorities to transfer in or out of PPS, as a means of reducing barriers to educational continuity for students seeking enrollment across district lines. The plan continues past practice of automatically creating applications for students who have moved out of the PPS boundary in the past year and have not reached the highest grade of their current school.

BUDGET / RESOURCE IMPLICATIONS

State school funding follows students across district lines. PPS generally maintains a net positive number of transfers into the district, which is counted in overall district enrollment.

NEXT STEPS / TIMELINE / COMMUNICATION PLAN

Standard Inter-district transfer applications will be available May 14, 2018. Outreach to families, other districts and community partners will occur throughout the month of May. Applications received in May will be decided in early June. PPS will make every effort to accommodate earlier deadlines set by other districts.

ATTACHMENTS

- Attachment 1: Draft resolution
- Attachment 2: 2013-14 to 2017-18 Interdistrict transfer charts

**APPROVED INTER-DISTRICT TRANSFER IN AND OUT OF PPS
2013-14 through 2017-18 School Years**

School District	2017-18 Inter-District Transfers Through October 15, 2017					2016-17 Inter-District Transfers Through October 15, 2016					2015-16 Inter-District Transfers Through October 15, 2015					2014-15 Inter-District Transfers					2013-14 Inter-District Transfers							
	OUT			IN	NET	OUT			IN		NET	OUT			IN	NET	OUT			IN	NET							
	Open Enroll	Routine inter- district process	Total			Open Enroll	Routine inter- district process	Total	Open Enroll	Routine inter- district process	Total	Open Enroll	Routine inter- district process	Total	IN**	NET	Open Enroll	Routine inter- district process	Total	IN	NET	Open Enroll	Routine inter- district process	Total	IN	NET		
Beaverton			0	26	26		3	3	1	18	19	16		2	2	19	17		4	4	34	30		11	10	62	52	
Centennial		2	2	24	22		1	1	3	17	20	19	1		1	21	20	4		4	82	78		4	4	103	99	
Colton					0												0											
Corbett					0								1		1		-1	15		15			-15	4		4	1	3
Crook County					0												0											
David Douglas	26	21	47	115	68	24	24	48	10	80	90	42	42	12	54	65	11	24	9	33	224	191	24	49	61	320	259	
Gaston			0		0		2	2				-2					0											
Gladstone	4	2	6	4	-2	4		4		2	2	-2	1		1		-1		1	1	1	0		3	3	1	2	
Gresham-Barlow		3	3	8	5		2	2	1	31	32	30			10	10		2	2	32	30	2	7	8	36	28		
Hillsboro	7	1	8	3	-5	3		3		2	2	-1	1		1	1	0		1	1	6	5	1	4	4	10	6	
Lake Oswego	27	11	38		-38	36	14	50		3	3	-47	29	7	36	4	-32	26	3	29	9	-20	41	12	49	11	38	
North Bend (ORVA)					0												0											
North Clackamas	18	7	25	76	51	8	10	18	5	66	71	53	14	2	16	60	44	28	2	30	110	80		10	5	125	120	
North Marion					0												0											
Oregon City	1		1	6	5	3		3		3	3	0			1	1				10	10		3	3	11	8		
Oregon Trail				1	1												0				4	4				5	5	
Parkrose	11	3	14	29	15	2	6	8	4	22	26	18	5		5	14	9	5	2	7	35	28		13	8	66	58	
Reynolds		5	5	35	30	3		3	8	39	47	44			40	40	1		1	62	61		2	2	78	76		
Riverdale		11	11		-11		56	56		1	1	-55		27	27	1	-26		9	9		-9	8	1	9	9		
Scappoose				1	1					8	8	8			5	5				2	2				5	5		
Sherwood					0										1	1								1	1	4	3	
St. Helens				3	3					2	2	2			2	2				1	1				2	2		
Tigard-Tualatin	3	3	6	4	-2	7	1	8		3	3	-5	5		5	9	4	5	2	7	13	6	2	4	5	20	15	
West Linn / Wilsonv		4	4	1	-3		3	3		3	3	0	4		4		-4						12	2	13	4	9	
Woodburn					0												0									1		
All others*	3		3		-3		3	3		5	5	2			1	1	5	1	6	9				2	2	5	3	
Total	100	73	173	336	163	90	125	215	32	305	337	122	103	50	153	254	101	113	36	149	634	485	94	128	191	870	678	

NOTE: DOES NOT INCLUDE TRANSFERS IN TO PPS CHARTER SCHOOLS

*Banks, Estacada, Forest Grove, Lebanon, Molalla, Newberg, North Wasco, Rainier, Salem-Kaiser, Paisley, Silver Falls, Yamhill-Carlton

**2015-16 was the first year that students who had received prior inter-district transfer approval did not have to seek permission again to maintain transfer in their current school.



Board of Education

Staff Report to the Board

Board Meeting Date: April 24, 2018

Executive Committee Lead:
Jim Scherzinger, Chief Financial Officer

Department: Finance

Presenter/Staff Lead:
Emily Courtnage,
Director, Purchasing & Contracting

SUBJECT: Lincoln High School Modernization Project: Exemption from Competitive Bidding and Authorization for Use of Construction Manager/ General Contractor (CM/GC) Alternative Contracting Method

BACKGROUND

ORS 279C.335(2) authorizes the Board to exempt certain public improvement contracts or classes of contracts from the traditional design/bid/build competitive bidding (i.e., low bid) procurement process. Staff requests that the Contract Review Board approve an exemption from low bid competitive bidding for the Lincoln High School Modernization Project and authorize staff to utilize the CM/GC alternative contracting method procured by a fully competitive Request for Proposals process. The CM/GC method was previously approved and utilized for the Franklin, Roosevelt, Grant, and Madison High School Modernization Projects.

An exemption request and approval to use an alternative contracting method must be supported by the following findings: (1) The exemption is unlikely to encourage favoritism in awarding public improvement contracts or substantially diminish competition for public improvement contracts, *and* (2) Awarding a public improvement contract under the exemption will likely result in substantial cost savings and other substantial benefits to the contracting agency or the public. See ORS 279C.335(2).

A detailed description of the Lincoln High School Modernization Project and draft Findings of Fact ("Findings") supporting the exemption Resolution, as required by OSR 279C.335(2), are set forth in the attached Office of School Modernization staff memo.

BOARD COMMITTEE REVIEW (IF APPLICABLE)

This exemption request was presented and discussed at the April 3, 2018 meeting of the Finance, Audit, and Operations (FAO) Committee. The FAO Committee approved the presentation of the request to the full Board.

RELATED POLICIES / BOARD GOALS AND PRIORITIES

District Policy 8.50.090-P designates the Board as the local government contract review board with authority to exempt certain public contracts or classes of contracts from the standard

competitive bidding process otherwise required by the Public Contracting Rules, as per ORS 279C.335(2).

PROCESS / COMMUNITY ENGAGEMENT

The Public Contracting Rules require that the Contract Review Board conduct a public hearing prior to adoption of a Resolution exempting a public improvement project from competitive bidding. PPS-49-0145(4)(a). Notification of the public hearing must be published in a trade newspaper of general statewide circulation at least 14 days before the hearing. PPS-49-0145(4)(b). At the time of the Notice, copies of the draft Findings must be made available to the public. PPS-49-0145(4)(c).

In compliance with these requirements, Purchasing & Contracting published a Notice of Public Hearing concerning the Lincoln High School exemption request on April 4, 2018 in the Business Tribune, the same Journal in which Purchasing & Contracting posts all required construction solicitation notices. Also on April 4, 2018, staff made the attached Findings available to the public. Instructions for requesting copies of the draft Findings are included in the Notice of Public Hearing.

At the public hearing, the District must offer an opportunity for any interested party to appear and present comment. PPS-49-0145(3)(d).

Adoption of the attached Resolution will not affect any other contract to which the District is a party nor effect any change in Public Contracting Rules or District policy.

ALIGNMENT WITH EQUITY POLICY IMPLEMENTATION PLAN

The CM/GC alternative contracting method is in alignment with the District's Equity in Public Purchasing & Contracting Policy and implementation plan. A benefit of the CM/GC method, as opposed to the standard design/bid/build low-bid contracting method, is the District's ability to include evaluation criteria in the RFP to help ensure selection of a prime contractor with strong commitment to use and demonstrated success in using Certified minority owned, women owned, service-disabled veteran owned, and emerging small businesses ("Certified businesses") subcontractors or partners. The District will award points for demonstration of a history of Certified business utilization and a substantive plan of outreach to, partnership with, and/or inclusion of Certified subcontractors.

The Request for Proposals will be open and publicly advertised. Purchasing & Contracting will notify minority contracting communities about the solicitation and encourage Certified business participation. The selected contractor will be required to comply with the District's Workforce Equity and Career Learning requirements, as well as report on Certified business subcontractor utilization, during the course of the contract.

BUDGET / RESOURCE IMPLICATIONS

Careful coordination and scheduling will be essential to minimize disruptions to surrounding public areas and neighborhoods during construction. The CM/GC method allows the District to carefully screen firms to assure that the contractor chosen to work on the project has the necessary experience and qualifications to successfully work in such site conditions. Further, the CM/GC process results in reduced risks and potential cost savings by engaging the CM/GC early in the design process and incorporating the CM/GC's construction knowledge and experience in the design as it progresses, thus limiting design conflicts and construction challenges.

NEXT STEPS / TIMELINE / COMMUNICATION PLAN

A public hearing is scheduled for the April 24, 2018 Board Meeting. At that meeting, the Board will recess and convene as the Contract Review Board pursuant to ORS 279A.060 and District Policy 8.50.090-P. The Contract Review Board must offer an opportunity for any interested party to appear and present comment. After the public hearing, the Board will reconvene and vote on the attached Resolution.

Staff from the Office of School Modernization will be available at the April 24, 2018 Board Meeting and public hearing to respond to questions relating to the work described in the attached Resolution and Findings.

If this Resolution is adopted, staff in Purchasing & Contracting and the Office of School Modernization will prepare solicitation documents and issue a Request for Proposal for a Construction Manager/General Contractor for the Lincoln High School Modernization public improvement project.

ATTACHMENTS

- A. Resolution to Authorize Alternative Contracting Method**
- B. Office of School Modernization Staff Memo with Draft Findings**



Board of Education Informational Report

MEMORANDUM

Date: March 13, 2018

To: Board of Education

From: Dan Jung, Senior Director of Office of School Modernization

Subject: Draft Findings in Support of Alternative Contracting Methodology/ Use of Construction Manager/General Contractor ("CM/GC") Method for the Lincoln High School Modernization Project.

INTRODUCTION

Pursuant to ORS 279C.335, following are the staff recommended draft findings in support of an exemption from competitive bidding to utilize the Construction Manager/General Contractor ("CM/GC") method of procurement for the Lincoln High School Modernization Project.

PROJECT DESCRIPTION

The 2017 Health, Safety, and Modernization Bond includes funding to renovate Madison, Lincoln, and Benson High Schools to allow for full modernization of the facilities. The buildings require major improvements and upgrades to optimize each school's operational and learning environments. The Lincoln Modernization project includes, but is not limited to, new building construction, hazardous material abatement, mechanical/electrical/plumbing systems, seismic resiliency, onsite storm water management, athletic fields, information technology improvements, and site/landscaping improvements.

The project will address many challenges and require careful planning and coordination during the design and construction phases to complete them effectively and efficiently. Detailed budget and schedule controls are essential to the project's success. It will be important to utilize a construction firm with the following specific traits:

- Ability to provide a complete project within the District's budget.
- The requisite expertise of providing construction services in the Central City of Portland on a small urban site with multiple constraints and challenges.
- An exemplary reputation for on-time delivery with an aggressive timeline.
- Supervisory staff experienced working in and around occupied facilities and/or tight urban constraints.
- Innovative approaches to unique opportunities and unforeseen conditions.
- An understanding of the importance of an integrated project team.

- Experience working closely with architects and engineers with emerging technology such as Building Information Modeling and Blue Beam Software.
- Ability and commitment to advise the District on the state of the current market.
- Ability and commitment to engage the local subcontracting community in support of the District's Equity in Public Purchasing and Contracting and Student Career Learning programs.

THE CM/GC ALTERNATIVE CONTRACTING METHOD

The CM/GC alternative contracting process is authorized for procurement of construction services under ORS 279C.337 provided that the Local Contract Review Board approves an exemption from competitive bidding. Under the CM/GC contracting method:

- The contractor is solicited early in the design phase pursuant to a competitive Request for Proposals (RFP) process wherein selection is based upon evaluation of factors relating to the experience and expertise of the contractor rather than lowest bid.
- The contractor works with the owner and architect to develop the final design with the goals of improved constructability and value engineering, which results in fewer change orders and the ability to expedite the construction schedule. Under the standard design/bid/build (low bid) method, the design is completed before the project is bid and the contractor brought on board.
- During the design phase, the owner and contractor negotiate and agree on a guaranteed maximum price ("GMP") and the construction schedule for the construction phase of the project.
- Unlike traditional design-bid-build procurement, the CM/GC project delivery method allows for construction to begin before design is complete (via Early Work Amendments), reducing the overall project schedule if needed.

CM/GC is the commonly used alternative contracting method by local governments for large, complex projects such as major expansions, remodels, and rebuilds of existing buildings. This procurement method was previously approved by the Board for the Roosevelt, Franklin, Grant, and Madison high school projects.

FINDINGS

Following are the factors for consideration under ORS 279C.335 (2), followed by the Staff's findings in *italics*.

“(a) The exemption is unlikely to encourage favoritism in awarding public improvement contracts or substantially diminish competition for public improvement contracts.”

The requested exemption will not encourage favoritism or substantially diminish competition. The District will utilize a competitive RFP process to select the CM/GC firm for each project. That procurement is formally advertised with public notice and disclosure of the planned Alternative Contracting Method. Full competition will be encouraged and all qualified contractors will be invited to submit proposals. The award will be based upon an objective review and scoring of proposals by a qualified District review committee based on identified selection criteria. Once selected, the CM/GC will select subcontractors via competitive bid process in accordance with Oregon Attorney General Model Rules and as required by statute. As required by the District's Equity in Public Purchasing and Contracting Policy, this competitive process will include outreach to, and solicitation of, certified minority owned, women owned, service-disabled veteran owned, and emerging small business contractors (“Certified businesses”). The process will therefore provide for vigorous competition and provide the opportunity for all interested large and small contractors to participate in the bidding for the project.

“(b) Awarding a public improvement contract under the exemption will likely result in substantial cost savings and other substantial benefits to the contracting agency or the state agency that seeks the exemption or, if the contract is for a public improvement described in ORS 279A.050 (3)(b), to the contracting agency or the public. In approving a finding under this paragraph, the Director of the Oregon Department of Administrative Services, the Director of Transportation or the local contract review board shall consider the type, cost and amount of the contract and, to the extent applicable to the particular public improvement contract or class of public improvement contracts, the following:”

“(A) How many persons are available to bid;”

Based on previous PPS construction contracts, it is reasonable to anticipate between three to five firms will propose on the Lincoln High School Modernization Project. CM/GC Requests for Proposals in 2016 (for Grant HS) and 2018 (for Madison HS) resulted in three proposals each. A number of general contractors have already expressed interest in the upcoming RFP for the Lincoln project.

“(B) The construction budget and the projected operating costs for the completed public improvements;”

The complete project budget is \$187,000,000 as set forth in the May 2017 voter approved bond measure. The construction budget will be determined during design in coordination with the CM/CG contractor through review and analysis by the integrated project team. The current construction market in Portland is

extremely busy and has limited resources. Having a CM/GC on board early is essential to mitigating escalation costs and workforce availability issues. The District has not conducted a detailed analysis of the operating costs, but expects lower than average costs due to efficiencies in new construction and highly efficient energy performance. This is due in part to requirements of the LEED (Leadership in Energy and Environmental Design) Gold certification criteria mandated by the District for this project. Including the contractor during design will help ensure more efficient and integrated building systems.

"(C) Public benefits that may result from granting the exemption;"

Bringing the CM/GC on during the design phase promotes an early team approach that leads to continuous value engineering and improved constructability review, resulting in an improved final design. This will reduce change orders and limit delays during the construction phases. This benefits the public through cost savings, provides "guaranteed" costs, and is more likely to result in timely delivery of the project.

The CM/GC process provides time savings that translate to cost savings by bringing the contractor on board early in the project to assess the existing conditions that remain unknown in the traditional bidding process.

Under a CM/GC process, the District can execute an Early Work agreement to allow work to proceed prior to design completion if needed to maintain schedule. The District, Architect, and Contractor gain more knowledge and confidence in the final design as they move through design development and will be able to more accurately price the GMP.

Unlike a traditional design/bid/build procurement, an RFP allows the District to review the resumes of the Project Manager, Superintendent, and Subcontractors who will make up the proposed GC's project team, ensuring the selected firm has the necessary experience and expertise, including the City of Portland permitting process.

The RFP process also ensures award to General Contractors with the financial strength to perform the project. The District is able to perform a more in-depth financial health review of all RFP proposers. It is imperative that the GC can financially withstand the obligations of building over \$6-9 million worth of labor, materials, and equipment between each invoice payment.

In the traditional Design/Bid/Build low bid process, the District awards to the lowest responsible bidder. This practice makes the Lincoln High School Modernization Project vulnerable by potentially awarding the contract to a General Contractor who does not have the correct personnel, the tailored building profiles, experience working in the city center, or the financial strength to perform the startup and maintenance of this project.

"(D) Whether value engineering techniques may decrease the cost of the public improvement:"

Value engineering is a routine practice in public improvement projects regardless of procurement method. The CM/GC delivery method allows for the general contractor and subcontractors with specialized expertise and common project goals to participate in the value engineering process during the design phase, resulting in a more effective and efficient process as compared to value engineering by change order to a completed design. The inherent flexibility and openness of the CM/GC process allows the District to more easily change the design and scope of work as necessary to meet the project budget before the final design is fixed. This flexibility during design development is not something that the traditional bid process offers.

Value engineering will likely not decrease the contract sums of the Lincoln High School Modernization Project, but it will reduce extra-cost change orders and the costs associated with the attendant project delay.

"(E) The cost and availability of specialized expertise that is necessary for the public improvement:"

The RFP process allows for review of contractor expertise not afforded in traditional procurement. The Lincoln High School Modernization Project is complex and requires a general contractor with specialized expertise due to the complexities of the site and project scope. Construction will occur adjacent to the existing school building, which will be occupied by the Lincoln program until the new building is completed. The small urban site is logistically demanding. A strong safety record will be important.

"(F) Any likely increases in public safety:"

- a) *Demolition has to be performed by an experienced subcontractor. The traditional Design/Bid/Build process mandates that the lowest bid demolition crew is awarded the bid, with no detailed evaluation of their experience or safety record. Maintaining a safe environment on site is critical to student and staff safety as the Lincoln program will remain on site throughout construction.*
- b) *Traditional bidding pushes the Architect and the District to designate the laydown area (space that has been cleared for the temporary storage of equipment and supplies) in the plans so all contractors bid on the same laydown and staging scheme. If the traditional bid contractor's actual staging and laydown changes the design, it will cost the project time and contingency money to correct. This concept is critical for Lincoln due to the highly constrained urban location. A*

CM/GC partner will be able to best plan for construction activities during design, thus minimizing changes and additional costs.

- c) The CM/GC contract allows time for the GC to pull extended noise and work hour permits during the design phase before construction begins. Noise and construction work hours permits take two months to obtain. The Contractor has to canvas the neighborhood and provide a schedule of the noise dates and extended work hours to the City of Portland. If this is not carefully done, the permits could be appealed to the City Council. The traditional design/bid/build process doesn't allow enough time for permitting before construction.*
- d) Bringing the CM/GC on during the design phase will provide the CM/GC with clear, upfront knowledge of project constraints and an early opportunity to collaborate with the design team on the work sequencing, staging, and site access.*

"(G) Whether granting the exemption may reduce risks to the contracting agency, the state agency or the public that are related to the public improvement;"

The CM/GC process will mitigate risks as described above and listed below:

- e) Coordination with TriMet, PBOT, ODOT, City of Portland, and all other relevant agencies.*
- f) Site coordination regarding District leases or other facility partnerships or agreements.*
- g) Site staging and laydown coordination.*
- h) Site safety and work hours.*
- i) Use of a highly qualified demolition company.*
- j) The establishment of the GMP will provide a complete project within the District's established budget.*
- k) CM/GC contract allows for the District to engage in Early Work Agreements for early work that will allow architects, contractors, and the District to gain more insight and site verification of unforeseen conditions. Early Work Agreements may also expedite the construction schedule by allowing early work during the design phase.*

"(H) Whether granting the exemption will affect the sources of funding for the public improvement:"

There will be no impact on the funding of these projects due to the CM/GC process.

"(I) Whether granting the exemption will better enable the contracting agency to control the impact that market conditions may have on the cost of and time necessary to complete the public improvement:"

Because the CM/GC process appoints the general contractor early into the design, we are able to take advantage of market prices by facilitating early purchase of certain project elements, if needed. The essential added value of the CM/GC process is the real time market job costing from projects around the Portland market and the West Coast. This knowledge allows the CM/GC and architect time to discuss the less costly complementary or alternative items.

For example, the CM/GC may provide early input that it is less expensive but equally advantageous to use Concrete Masonry Units (CMU) block for the exterior walls of a new gym building versus a tilt wall or cast-in-place wall, thus saving the District time and money. If the District bid this contract traditionally, after design completion, the District may not receive this timely cost saving input and would have to make an adjustment in the field, which would cost time and may only save a smaller percentage of funds.

"(J) Whether granting the exemption will better enable the contracting agency to address the size and technical complexity of the public improvement;"

The CM/GC process will help deliver a successful Lincoln High School Modernization Project. One of the biggest advantages of the CM/GC method is the ability to coordinate all technical work before construction. Being able to apply best practices with the Design teams, District and the Contractor will make for a better product within the budget constraints.

As already described above, the areas of technical complexity include:

- a. On-site safety plan for students and staff during construction*
- b. Traffic management*
- c. Potential time delays in permitting*
- d. Challenging site conditions on the Central City*
- e. Intergovernmental agreements and lease agreements*
- f. Compliance with Portland Public Schools' Equity in Public Purchasing and Contracting Policy 8.50.095-P and related initiatives (all projects)*

In the CM/GC process, the contractor's awareness of complicated technical issues arising during the design process facilitates advance problem-solving. Thus, the risks are better understood and addressed early on in the process and greater mitigation of financial and schedule risks are the result.

"(K) Whether the public improvements involve new construction or renovate or remodel an existing structure;"

This project involves the replacement of Lincoln High School with new construction and potential renovation work. Procuring contractors with experience in both new construction and renovation is critical.

"(L) Whether the public improvements will be occupied or unoccupied during construction;"

The Lincoln High School program will remain in the current building while the new school is constructed on the existing track and field, adjacent to the west. The small site area and constraints of the city center require careful planning for both the safety of staff and students and the efficiency of conducting the work on an occupied site. The District will have the benefit of a CM/GC on board early during design to plan for these complexities.

"(M) Whether the public improvements will require a single phase of construction work or multiple phases of construction work to address specific project conditions"

We are planning two phases of work for the Lincoln project. The first phase will be to construct the new school building on the current track and field. Once completed, the District will move the Lincoln program in to the new building for the start of the following school year. The existing building will then be demolished and a new track and field built in its place. Having a CM/GC on board early will help in the planning and execution of both phases of work.

"(N) Whether the contracting agency or state agency has, or has retained under contract, and will use contracting agency or state agency personnel, consultants and legal counsel that have necessary expertise and substantial experience in alternative contracting methods to assist in developing the alternative contracting method that the contracting agency or state agency will use to award the public improvement contract and to help negotiate, administer and enforce the terms of the public improvement contract."

The District's Office of School Modernization has department staff, as well as the design team consultants under contract, that have the necessary expertise with the CM/GC contracting method to develop and effectively utilize the CMGC method for the Lincoln High School Modernization Project. The District's outside legal counsel, Miller Nash Graham & Dunn LLP, has extensive experience with both the CM/GC alternative contracting method and prior district CM/GC contracts. The Office of School Modernization has reviewed previous CM/GC projects and will be applying lessons learned and improved methods of project execution for upcoming CM/GC projects.

CONCLUSION

For the reasons stated above, the draft findings support an exemption from competitive bidding under ORS 279C.335 to utilize the CM/GC alternative contracting process for the Lincoln High School Modernization Project.



Board of Education Informational Report

MEMORANDUM

Date: April 24, 2018
To: Members of the Board of Education
From: Jim Scherzinger
Subject: Two Ocean Partners, LLC Contract

Subject: Contract # PS 65869

Two Ocean Partners, LLC came to the District in February 2018. The District required immediate budget and planning assistance due to the departure of the CFO, Treasury Manager, and Budget Manager. Ryan Dutcher, Principal of Two Ocean Partners, LLC, previously worked at the District as Interim CFO and Budget Manager and he was uniquely positioned to step in immediately.

Due to the extensive restructuring and rethinking of the District envisioned in this budget and the departure of Pradeep Raju, Two Oceans has brought additional personnel to the task. This proposal increases contract amount authority by \$150,000, bringing the total contract to \$271,800. The contract end date of June 30, 2018 has not changed.

BOARD OF EDUCATION
SCHOOL DISTRICT NO. 1J, MULTNOMAH COUNTY, OREGON

INDEX TO THE AGENDA

April 24, 2018

Board Action Number	Page
---------------------------	------

Personnel

5635	Election of Third-year Probationary Teacher (Part-time)	3
5636	Contract Extension for Teachers.....	3
5637	Appointment of Temporary Teachers and Notice of Non-renewal.....	4

Purchases, Bids, Contracts

5638	Expenditure Contracts that Exceed \$150,000 for Delegation of Authority	6
------	---	---

Other Matters Requiring Board Approval

5639	2017-19 Portland Federation of School Professionals Contract.....	9
5640	2018-19 Standard Inter-District Student Transfers	10
5641	Lincoln High School Modernization Project: Exemption from Competitive Bidding and Authorization for Use of the Construction Manager/General Contractor (CM/GC) Alternative Contract Method	12
5642	HOLD: ESL Step 3 Complaint.....	
5643	HOLD: Franklin Mascot Step 3 Complaint.....	
5644	Settlement Agreement	
5645	Settlement Agreement	
5646	Minutes.....	

Personnel

The Superintendent RECOMMENDS adoption of the following items:

Numbers 5635 through 5637

RESOLUTION No. 5635

Election of Third-year Probationary Teacher (Part-time)

RECITAL

On the advice of the Chief Human Resources Officer, the Superintendent recommends that the teacher listed below be elected as Third-year Probationary Teacher.

RESOLUTION

The Board of Education accepts the Superintendent’s recommendation, and by this resolution hereby elects as Third-year Probationary Teacher for the school year 2017-18 the following person, subject to the employment terms and conditions set out in the standard form contract approved by legal counsel for the District and with all to be placed on the applicable Salary Guide that now exists or is hereafter amended:

Part-time

First	Last	ID
Cristina	Sauceda	024826

K. Rogers

RESOLUTION No. 5636

Contract Extension for Teachers

RECITAL

On the advice of the Chief Human Resources Officer, the Superintendent recommends that the employment contracts of the contract teachers listed below be extended.

RESOLUTION

The Board of Education accepts the Superintendent’s recommendation and by this resolution hereby extends the employment contracts of the following persons until June 2020, subject to the employment terms and conditions contained in the standard form contract approved by the legal counsel for the District.

ID	Last	First
021132	Martin	Elizabeth
013787	Moore	Kathryn
011886	Smith	Bryan
008247	Johnson	Jeffrey

K. Rodgers

RESOLUTION No. 5637

Appointment of Temporary Teachers and Notice of Non-renewal

RESOLUTION

The Board of Education accepts the recommendation to designate the following persons as temporary teachers for the term listed below. These temporary contracts will not be renewed beyond their respective termination dates because the assignments are temporary and District does not require the teachers' services beyond completion of their respective temporary assignments.

First	Last	ID	Eff. Date	Term Date
Laurie	Hilliard	018483	1/16/2018	6/12/2018
Brian	Yoder	022179	2/27/2018	6/12/2018
Miranda	Rosemus	028454	1/24/2018	6/12/2018
Mary	Megivern	003343	3/12/2018	6/19/2018
Talasen	Darnell	025251	3/13/2018	6/12/2018
Heather	Stellpflug	022358	2/14/2018	6/12/2018
Patrick	Loiacono	028585	2/13/2018	6/12/2018
Stephen	Runion	005442	3/12/2018	6/12/2018
Susan	Bivens	016646	1/2/2018	6/12/2018
Melinda	Gallimore	023864	3/13/2018	6/12/2018
Wendy	Hoffman	026822	2/27/2018	6/12/2018
Virginia	Gomez	011579	4/9/2018	6/12/2018
Katherine	Licitra	020012	2/9/2018	6/12/2018
Kevin	Heeney	025469	1/8/2018	6/12/2018
Lazaro	Siam Rodriguez	027617	3/4/2018	6/12/2018
Sara	Derrickson	012373	3/14/2018	6/12/2018
Edward	Evans	017361	4/9/2018	6/12/2018

K. Rogers

Purchases, Bids, Contracts

The Superintendent RECOMMENDS adoption of the following item:

Number 5638

RESOLUTION No. 5638

Expenditure Contracts that Exceed \$150,000 for Delegation of Authority

RECITAL

Portland Public Schools (“District”) Public Contracting Rules PPS-45-0200 (“Authority to Approve District Contracts; Delegation of Authority to Superintendent”) requires the Board of Education (“Board”) enter into contracts and approve payment for products, materials, supplies, capital outlay, equipment, and services whenever the total amount exceeds \$150,000 per contract, excepting settlement or real property agreements. Contracts meeting this criterion are listed below.

RESOLUTION

The Superintendent recommends that the Board approve these contracts. The Board accepts this recommendation and by this resolution authorizes the Deputy Clerk to enter into the following agreements.

NEW CONTRACTS

Contractor	Contract Term	Contract Type	Description of Services	Contract Amount	Responsible Administrator, Funding Source
Cellco Partnership dba Verizon Wireless	4/19/18 through 6/30/19	Cooperative Agreement COA 66051 Cooperative Procurement Group: Oregon Cooperative Procurement Program	Provide District with Verizon Cellular Equipment and Service.	\$500,000	L. Parker Fund 101 Dept. 5581
Public Consulting Group	4/25/18 through 6/30/19 May be renewed for up to 5 additional one-year terms through 6/30/24	Software SW 66005	Implementation and training for Cloud-based District-wide Professional Learning Management System. RFP 2017-2328	Original Term \$269,033 Total Term \$2,000,000	L. Parker Fund 101 Dept. 5581
Johnson Controls	4/25/18 through 6/30/22	Cooperative Agreement COA 666177 Administering Contracting Agency: National Joint Powers Association (NJPA)	Provide District with fire extinguisher replacement and related services on an as-needed basis.	\$360,000	J. Vincent Fund 101 Dept. 5593
Fortis Construction, Inc.	4/25/18 through 10/1/21	Construction Manager/General Contractor CMGC 66079	CM/GC services for the Madison High School Modernization Project. RFP 2017-2355	Preconstruction Services \$270,422 Estimated total contract price \$140,000,000	J. Vincent Fund 455 Dept. 3218 Project DA007

NEW INTERGOVERNMENTAL AGREEMENTS (“IGAs”)

No New IGAs

AMENDMENTS TO EXISTING CONTRACTS

Contractor	Contract Amendment Term	Contract Type	Description of Services	Amendment Amount, Contract Total	Responsible Administrator, Funding Source
Two Ocean Partners, LLC	4/25/18 through 6/30/18	Personal Services PS 65869 Amendment 1	Adding funds for interim support for Finance Department and assistance with budget and treasury functions. Direct Negotiation PPS-46-0525	\$150,000 \$271,280	J. Scherzinger Fund 101 Dept. 5520

Other Matters Requiring Board Approval

The Superintendent RECOMMENDS adoption of the following items:

Numbers 5639 through 5644

RESOLUTION No. 5639

2017-19 Portland Federation of School Professionals Contract

RECITALS

Pursuant to the ORS 332.075(3) and the Public Employee Collective Bargaining Act, (ORS 243.650-243.782), a tentative agreement for the July 1, 2017 through June 30, 2019 contract has been reached between Multnomah County School District #1J (District) and the Portland Federation of School Professionals (PFSP) and is recommended to the District's Board of Education for its consideration and approval.

- A. The District and PFSP have met and negotiated a contract for the July 1, 2017 through June 30, 2019 contract period.
- B. The proposed contract provides for wage adjustments of 3% retroactive to July 1, 2017 and 2% on July 1, 2018
- C. Market adjustments are provided for several hard to recruit classifications
- D. The cap for District costs for medical benefits remains unchanged and the actual cost to the district is lower this year.
- E. A number of contract language changes were made including pay on snow days, mandatory overtime for security agents, and salary placement at time of hire.

RESOLUTION

The Board approves the recommended agreement reflected in Attachment A.

L.. Cusack

RESOLUTION No. 5640

2018-19 Standard Inter-District Student Transfers

RECITALS

- A. State law requires district school boards to decide each year whether to participate in the standard inter-district transfer process, including:
1. The maximum number of resident students, if any, who will be released to schools in other district,
 2. The maximum number of non-resident students, if any, who will be accepted for enrollment in district schools,
 3. The priorities that will apply in a random lottery, in the event that there are more requests than maximum number of slots for releases or approvals, and
 4. The length of time that agreements will be in effect for non-resident students who transfer into district school.
- B. More than 1,300 PPS students this year are residents of other districts, comprising 3% of district enrollment. Approximately 400 of these students will need to receive standard inter-district transfers in order to remain in PPS schools next year.
- C. For the 2018-19 school year, Superintendent Guerrero recommends the PPS Board of Directors approve the following plan for accepting students into PPS through the standard inter-district transfer process:
- An unlimited number of students will be allowed to transfer into PPS if they apply by September 1, 2018 and meet at least one of the following priorities:
 - i. Students who had a legal change of residence out of the PPS boundary during the past year will be allowed to remain enrolled at their current PPS schools.
 - ii. Students who have siblings already enrolled in PPS will be accepted, so long as space is available at the requested schools.
 - Additionally, up to 125 students will be admitted to PPS, so long as space is available at the requested school and grade.
 - i. Up to 75 students who received prior consent to enroll in PPS through 2017-18 and are now at the highest grade of their current school.
 - ii. Up to 50 students who do not qualify for any of the above priorities.
 - iii. If there are more applicants than slots a random number will be used as a tie-breaker.
 - New transfers would last through the highest grade of the approved school.
- D. Superintendent Guerrero recommends the PPS Board of Directors approve the following plan for releasing PPS resident students to schools in other district through the standard inter-district transfer process:
- An unlimited number of students will be released out of PPS if they apply by September 1, 2018 and meet at least one of the following priorities:
 - i. Students who had a legal change of residence into the PPS boundary during the past year will be allowed to remain enrolled at their current district.
 - ii. Students not yet enrolled in a different district will be released if they have siblings enrolled in their requested district.

- In accordance with state law, releases to other districts remain in effect through 12th grade.
 - No transfer slots are allocated for resident students who do not meet the above criteria.
- E. Superintendent Guerrero directs staff to develop timelines and procedures to assist families with successfully participating in the standard inter-district transfer request process.
- F. On April 17, 2018 the Enrollment and Forecasting Committee voted 3-0 to move this resolution to the full board for decision.

RESOLUTION

The Board of Directors for Portland Public Schools hereby accepts the Superintendent's recommendation for accepting non-resident students into PPS schools and releasing PPS resident students to other districts.

Y. Curtis

RESOLUTION No. 5641

Lincoln High School Modernization Project: Exemption from Competitive Bidding and Authorization for Use of the Construction Manager/General Contractor (CM/GC) Alternative Contract Method

RECITALS

- A. The Board of Directors of Portland Public Schools ("District") is the Local Public Contract Review Board ("Board") pursuant to ORS 279A.060.
- B. ORS 279C.335(2) authorizes the Board to exempt certain public contracts or classes of contracts from the standard competitive bidding process otherwise required by the Public Contracting Code and Rules upon certain findings.
- C. The District intends to complete the Lincoln High School Modernization Public Improvement Project ("Lincoln Modernization Project") as part of the 2017 Capital Improvement Bond work.
- D. Staff has determined that use of the Construction Manager/General Contractor ("CM/GC") alternative contracting method is the preferred method of delivery for the complex Lincoln Modernization Project. This determination is supported by draft Findings of Fact ("Findings") presented to the Board pursuant to ORS 279C.335.
- E. These Findings specify the cost savings and design, scheduling, operational, safety, and logistical advantages gained through use of the CM/GC process.
- F. On April 4, 2018, the District issued a public notice in the Business Tribune announcing the District's intent to utilize the CM/GC Alternative Contracting Method for the Lincoln Modernization Project. The notice was issued in compliance with ORS 279C.335 and the PPS Public Contracting Rules. The Findings were made available for public review and comment on the date of publication.
- G. The Board held a public hearing on the draft findings on April 24, 2018.
- H. Staff recommends approval of the exemption from Competitive Bidding and approval of the CM/GC alternative contracting method for solicitation and completion of the Lincoln Modernization Project.

RESOLUTION

- 1. The Board hereby exempts the Lincoln Modernization Project from competitive bidding requirements as provided in ORS 279C.335 and PPS Public Contracting Rules PPS-49-0145. The Board approves utilization of the CM/GC Alternative Contracting Method as described in the Draft Findings.
- 2. The exemption granted in Section 1 of this Resolution is based upon the Findings pursuant to ORS 279C.335(2), which the Board adopts and incorporates by reference into this Resolution.
- 3. Pursuant to these findings and decision, the Superintendent or his designee is hereby authorized to conduct a CM/GC alternative contracting process for the Lincoln Modernization Project.

J. Scherzinger

RESOLUTION No. 5642

HOLD: ESL Step 3 Complaint

RESOLUTION No. 5643

HOLD: Franklin Mascot Step 3 Complaint

RESOLUTION No. 5644

Settlement Agreement

The authority to pay a total of \$1,410,000 is granted to settle the claims case of *Morgan and Williams v. Portland Public Schools*. The settlement agreement will be in a form approved by the Interim General Counsel.

L. Large

RESOLUTION No. 5645

Settlement Agreement

The authority to pay a total of \$37,389.96 is granted to settle special education claims regarding student A.L. The settlement agreement will be in a form approved by the Interim General Counsel.

E. Large

RESOLUTION No. 5646

Minutes

The following minutes are offered for adoption:

April 10, 2018