

**ARTICLE 1
STATUS AND EFFECT OF AGREEMENT**

1.1 Recognition of Exclusive Representative

1.1.1 The District recognizes the Association as the sole and exclusive collective bargaining representative for all regular and temporary professionally and/or academically licensed employees of the District including, licensed teaching personnel employed in the District in a position for which a teaching license is required by state or regulation, School Psychologists, Social Workers, Child Development Specialists, Student Services Specialists and Audiologists. Such recognition also includes those assignments specified in Appendix B of this Agreement.

1.1.2 Such recognition excludes supervisory, confidential, ~~educational support professionals (ESP)~~ and substitute employees and positions appropriately included in another bargaining unit.

1.1.3 The Association shall have the exclusive right for members of the bargaining unit to have payroll deductions of organization dues and fees. That right shall not be granted to any competing employee organization.

1.2 Definitions

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

1.2.1 District: School District Number 1, Multnomah County Oregon (Portland Public Schools).

1.2.2 Association: Portland Association of Teachers (PAT).

1.2.3 Agreement: The collective bargaining agreement between the District and the Association covering bargaining unit members other than substitutes.

1.2.4 Day or Workday: Unless specifically defined as calendar days, all days in this agreement mean contract days for the bargaining unit included in the 192-day calendar; excluding holidays, weekends, and other non-contract days including winter, spring and summer breaks.

1.2.5 Professional Educator or Educator: All professional educators represented by the Association in the bargaining unit as defined in Section 1.1.

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1.2.6 Supervisory Employees: District Administrators including the Superintendent and the Central Office Administrative Staff, Principals, Assistant Principals, and persons ordinarily engaged at least 50% of the time in administration, supervision or evaluation of teaching personnel.

1.2.7 Probationary Educator: A professional educator who has not completed the probationary period. A professional educator is probationary for their his/her first three (3) years of employment with the District.

1.2.8 Contract Educator: A professional educator who has completed three consecutive years of employment with the District in a bargaining unit represented position and has been retained for a fourth.

1.2.9 Professionally or Academically Licensed: All professional educators required, as a condition of employment, to possess an academic certificate, license, degree, or the equivalent, issued by TSPC, the State of Oregon, an institution of higher education, or a professional society, or anyone who performs the functions reserved (under OAR 584-036-0011) for professional educators who hold a professional or academic license.

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

1.2.11 Temporary, as referenced in this agreement: Anyone employed to:

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

1.2.11.2 fill a vacancy of more than sixty (60) days which occurs ~~twenty-one (21) or more days~~ after the opening of school. (For purposes of this section "opening of school" shall mean the first student day. "Fill a vacancy" shall mean that the temporary educator has initiated employment after the first student day of school.); or

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

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

1.3 This Agreement shall modify, replace or add to any policies, rules, regulations, procedures or practices of the District which shall be contrary to or inconsistent with its terms. The provisions of this Agreement shall be incorporated into and become part of the established policies, rules, regulations, practices and procedures of the District. Existing policies, rules, regulations, practices and procedures which are consistent with this Agreement are not modified.

1.4 There shall be two (2) signed copies of the final Agreement for the purpose of records. One shall be retained by the District and one by the Association. Within one month of the ratification of the Agreement by both parties, the District agrees to print ~~one thousand~~ five hundred (4,000 500) copies of this Agreement, and additional copies as needed and agrees to deliver those copies to the Association for distribution, and to post a copy of the Agreement on the District's website. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the right and opportunity to make demands and proposals with respect to any subject appropriate for bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. The parties mutually agree that the terms and conditions set forth in this Agreement incorporate the entire understanding and agreements of the parties on all matters which were subject to negotiations. The District and the Association agree that, during the term of this Agreement, the other shall not be obligated to negotiate or bargain collectively with respect to any such matter covered by this Agreement. This Agreement may be altered, changed, added to, deleted from or modified only through the voluntary, mutual written consent of both of the parties in amendment thereto.

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

1.6 Notice of Proposed Changes in Board Policy or Administrative Directives

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

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

1.8 Any contract between the District and an individual professional educator shall be expressly subject to the terms and conditions of the Agreement.

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1.9 The Association has a process for contract exceptions to allow professional educators at a work site to apply for an exception to the terms and conditions of the Agreement. Contract exceptions must be submitted to the PAT Advocacy Committee using the process required by the Association. Contract exceptions must be approved by the PAT Advocacy Committee and the District prior to implementation. A contract exception is valid only for the school year for which it was approved.

The Association shall continue to be the exclusive collective bargaining representative, as provided in Section 1.1, during the term of this Agreement unless, under applicable law, some other method of representation or some other applicable representative is elected. Should another method or representative of the professional educators be so elected during the term of this Agreement, this Agreement shall not terminate but thereafter no provision of this Agreement shall be construed to require the District to bargain with the Association and the recognition and authority of the Association as contained in this Agreement and its duty of fair representation shall terminate.

ARTICLE 5 GRIEVANCE PROCEDURE

5.1 Definitions, Time Limitations

5.1.1 Grievance: A "grievance" is defined as an allegation by a professional educator, a group of professional educators or the Association that there has been a violation of any provision of this Agreement.

5.1.1.1 "Employee grievance" is a grievance by one (1) or professional educators, provided the conduct complained of directly affects the professional educator(s).

5.1.1.2 "Association grievance" is a grievance by the Association where the conduct complained of affects one or more professional educators or the Association.

5.1.1.3 Group grievance: If, in the judgment of the Association, a grievance affects a group or class of professional educators, the Association may submit such grievance in writing to the Chief Human Resources Officer or designee directly and the processing of such grievance shall be commenced at Level II. However, a group grievance affecting professional educators at a single building or an Association grievance affecting professional educators at a single building shall be initiated at Level I with the principal or immediate supervisor.

5.1.1.4 If a grievance arises from action or inaction on the part of a member of the administration at a level above the principal or immediate supervisor, the grievant shall submit such grievance in writing to the Chief Human Resources Officer and the processing of such grievance will be commenced at Level II. Grievances regarding salary and/or placement on the Appendix A salary schedule shall be filed with the Chief Human Resources Officer and shall be considered as a Level II grievance. The Level II, Step 1 hearing may be waived by mutual agreement.

5.1.1.5 Grievances that are reasonably related shall be joined and processed together.

5.1.2 Grievant: A "grievant" is the professional educator or professional educators or the Association making the claim.

5.1.3 Day or Workday: Unless specifically defined as calendar days, all days in this agreement mean contract days for the bargaining unit included in the standard calendar; excluding holidays, weekends, and other non-working days including winter, spring and summer breaks. During the summer recess, a grievance may proceed upon mutual consent of the parties.

5.1.4 All grievances shall be filed within thirty (30) days after the first knowledge by the injured party of the factual occurrences constituting the basis of the grievance. In case of an assignment, or other continuing classification or condition, a grievance concerning either past or future effects thereof may be limited in its remedy of past effects to adjustment no more than thirty (30) days prior to the filing of the grievance.

5.1.5 A grievance may not be filed over a unit determination matter or a 1(e) violation of ORS 243.672 or a matter that would cause the District to commit an unlawful act or a matter imposed upon the District by a higher authority.

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

5.2 Purpose

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The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems that may from time to time arise affecting professional educators. Both the parties agree that these proceedings will be kept informal and confidential as may be appropriate at any level of the procedure.

5.3 General Procedures

5.3.1 Representation

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

5.3.2 Parties Present

5.3.2.1 The grievant shall have the right to be present ~~with~~ witnesses statements at any level ~~2 or above~~ of the grievance process (but may waive this right through the Association representative). ~~The presence of the administrator whose action is the subject of the grievance may be required.~~ The grievant is entitled to Association representation at any meeting or hearing held under this procedure.

5.3.2.2 When it is necessary, pursuant to the grievance procedure provided for in this Agreement, for grievants, building or program representatives, members of the Association's Advocacy Committee, or any other representative designated by the Association to attend a grievance meeting or hearing during a school day, up to up to two representatives and the grievant(s) shall, upon notice to his/her supervisor or principal, and to the Superintendent, be released without loss of pay, as necessary, in order to permit participation in the foregoing activities. However, should the participation of witnesses in the grievance procedure necessitate the employment of a substitute, the Association shall assume the responsibility for payment of the cost of the substitute.

5.3.3 Individual Adjustment

Any professional educator may file and process a grievance through Level II of this procedure and have said grievance adjusted without intervention of the Association provided:

5.3.3.1 the adjustment is consistent with the terms of this Agreement; and

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

5.3.4 Time Extensions

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

5.3.4.2 Failure at any step of this procedure to communicate the decision in writing on a grievance within the specified time limit shall permit the grievant to proceed to the next step.

5.3.4.3 Failure at any step of this procedure to appeal the decision to the next step within the specified time limit shall be deemed to be acceptance of the decision rendered at that step.

5.3.5 Cooperation

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

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5.3.6 Limitation of Remedies

Except as otherwise provided by law, this grievance procedure shall constitute the exclusive remedy of professional educators and the Association.

5.3.7 Contents of Grievance

The written formal grievance shall, if applicable, contain the specific Agreement article and section that has allegedly been violated (*e.g.*, Article 23.8), and/or identify the basis for the grievance and include a short statement of the facts giving rise to the allegation and the relief sought. The written response shall include the decision and the rationale for such decision.

5.3.8 Separate Files

All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file which shall constitute a "personnel file," within the meaning of the confidentiality provisions of ORS 342.850. Access to those files shall be limited to those with a valid business interest in the case.

5.3.9 Forms

Grievance forms shall be prepared jointly by the administration and the Association and given appropriate distribution so as to facilitate operation of the grievance procedure.

5.3.10 Privacy

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

5.3.11 Reprisals

No reprisals of any kind shall be taken by the District or by any member of the administration against any grievant, representative, member of the Association, due to participation in the grievance procedure.

5.4 Levels and Steps

5.4.1 Level I. Principal or Immediate Supervisor

5.4.1.1 Step 1: An employee grievance or an Association grievance affecting professional educators at a single building shall be raised by the filing of a formal written complaint setting forth the material required by Section 5.3.7, at the office of the professional educator's supervisor.

5.4.1.2 Step 2: Within ten (10) days the grievance shall be discussed by the supervisor and the professional educator and, if requested by the professional educator, persons approved by the Association, one (1) of which shall be designated as the official representative for the professional educator.

5.4.1.3 Step 3: In the event no settlement occurs at the Step 1 meeting, the supervisor, within ten (10) days of the meeting, shall set forth the reasons for the decision.

5.4.1.4 Step 4: In the event no settlement occurs at Step 3, the grievance may be appealed to Level II by filing a written appeal within ten (10) days of receipt of the Step 3 response. Such appeal must specify the portions of the Step 3 response which are in disagreement and the manner in which each portion is in error.

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5.4.2 Level II. Chief Human Resources Officer or designee

- 5.4.2.1 An appeal of a grievance from Level I or a grievance filed by the Association affecting professional educators in more than one (1) building shall be filed at this level. In addition, certain administrative actions included in Section 5.1.1.4 shall also be initiated at this level. Only the Association may initiate or forward a grievance to Level II.
- 5.4.2.2 Step 1: Within ten (10) days of receipt of the grievance, the Superintendent or designee shall conduct a grievance hearing.
- 5.4.2.3 Step 2: Within ten (10) days following completion of the Level II, Step 1 hearing, the Chief Human Resources Officer or designee shall provide a written decision to the parties. However, at the request of the Chief Human Resources Officer or designee, or the grievant, ~~an informal hearing meeting~~ will be held within five (5) days to discuss the grievance and decision. In such case, the written decision shall be issued within five (5) days following the meeting.
- 5.4.2.4 Step 3: If the grievance is not settled at Level II, Step 2, a copy of the decision of the Chief Human Resources Officer, or designee shall be submitted to the Superintendent and the Board of Education.

5.5 Arbitration

- 5.5.1 If a grievance is not resolved at Level II, it may be appealed to arbitration within sixty (60) days of receipt of the Level II Step 2 decision. Only the Association may appeal a grievance to arbitration.

5.5.2 Requesting an Arbitrator

After receipt of the Level II, Step 2 response or decision, the Association may request a list of seven (7) Oregon and Washington arbitrators from the Oregon State Conciliation Service who are members of the American Arbitration Association Labor Panel. A copy of the request shall simultaneously be filed with the District. Each party shall then alternately strike one (1) name from the list supplied until one

(1) name remains and that person shall be arbitrator. The winner of a coin toss shall be the first to strike names. In the alternative, the parties may jointly agree upon any person to serve as arbitrator.

5.5.3 Authority of Arbitrator

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

5.5.4 Costs

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

5.5.5 Attendance

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

5.5.6 Evidence

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

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5.5.7 Affidavits

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

5.5.8 Oaths

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

5.5.9 Waiver of Oral Hearings

The parties may provide by written agreement for the waiver of oral hearings.

5.5.10 Time and Place

The arbitrator shall fix the time and place for each hearing. At least five (5) days prior thereto, s/he shall mail notice of the time and place thereof to each party.

5.5.11 Order of Proceedings

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

5.5.12 Serving of Notices

Each party shall be deemed to have consented and shall consent that any papers, notices or processes necessary or proper for the initiation or continuation of an arbitration under these rules and for any court action in connection therewith or the entry of judgment of an award made thereunder may be served upon such party (a) by mail addressed to such party or ~~his/her~~ **their** attorney at ~~his/her~~ **their** last known address, or (b) by personal service on such attorney or the Employee Relations Department or the Office of the Association as applicable.

5.5.13 Communication with Arbitrator

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

5.5.14 Arbitrability / Review of Arbitration Decision

Upon request of either party, the arbitrator shall first hear and rule in writing on questions of procedural and substantive arbitrability. Grievances, in order to be arbitrable, must have been processed according to this grievance procedure. Grievances must include only those issues described in Section 5.1.1 unless otherwise agreed to by the parties. Grievances shall be heard unless the contract clearly is not susceptible to the interpretation cited in the grievance. Ambiguity shall result in the grievance being considered. If neither party requests a separate hearing on grounds of arbitrability, and if the arbitrator still rules that a grievance is not arbitrable, s/he shall not comment on the merits of the grievance in any way.

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5.5.15 Conflict of Interest

No person shall serve as arbitrator in any arbitration in which he or she has any financial or personal interest in the result of the arbitration, unless the parties, in writing, waive such disqualification. Prior to accepting the appointment or immediately upon receiving notice of this rule, whichever is later, the prospective arbitrator shall disclose to the parties any circumstances likely to create a presumption of bias or which might disqualify ~~him or her~~ **them**. If either party declines to waive the presumptive disqualification, the vacancy shall be filled in accordance with the procedures described below.

5.5.16. Substitute Arbitrator

If any arbitrator shall resign, die, withdraw, refuse or be unable or disqualified to perform the duties of the office, it shall be vacant, and the matter may be reheard by a new arbitrator. A party desiring to fill such vacancy and continue arbitration must give notice thereof to the other party at the Oregon Employment Relations Board within five (5) days of the date of receipt of knowledge of the vacancy and request that the Employment Relations Board furnish an additional list of seven (7) arbitrators. The successor shall then be selected in the same manner as in the original selection.

ARTICLE 20
REDUCTION IN STAFF/LAYOFF

20.1 Notification of Reduction in Force/Layoff

20.1.1 In the event a layoff of professional educators is required during the course of the school year, the District shall notify the Association and the affected professional educators sixty (60) calendar days prior to the effective layoff date. If the layoff is to become effective the subsequent year, the District shall notify the Association as soon as the layoff decision is made.

20.1.2 Along with the notification, the District shall provide the Association with all relevant data, including but not limited to a seniority listing of professional educators in the areas of licensure or classification in which the layoff is required. The District shall schedule at least one (1) meeting annually with the Association to review the staffing process.

20.1.3. The District shall first determine the program(s) or area(s) scheduled for reduction or elimination.

20.1.3.1 The District shall provide an announcement to professional educators in those areas in which the layoff must occur, offering the opportunity for professional educators who would not otherwise be laid off, to voluntarily apply for one (1) year unpaid leaves of absence. A professional educator who volunteers for such leave and has ten (10) years of service with the District shall continue to receive District paid medical/dental benefits for up to one (1) year. Upon written request, such leave may be extended for an additional year providing the layoff condition remains in effect. Such professional educators shall have the same rights to return to the District as professional educators returning from leaves of absence.

20.1.3.1 The provisions of ORS 342.934(2) (a) and (b) relating to transferring professional educators and combining positions to avoid layoff shall apply.

20.1.4 Technology

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

20.2 Lay-off

20.2.1 **Except as required by ORS 342.934(4)(b)** Professional educators shall be laid off according to length of continuous service with the District provided that those professional educators who are retained are both competent or will qualify as competent, and hold necessary licensure from TSPC or necessary certification or licensure under other professional disciplines. Length of service (seniority) shall be based on the first day of actual service with the School District. Leaves shall not be considered as interruptions of continuous service. If two or more professional educators have the same first date of actual service, seniority shall be determined by predetermined lot (done prior to the effective notice of layoff). Professional educators of less than half-time shall not be used to supplant professional educators who are half-time or more.

20.2.2 Competence shall be defined as the ability to teach a subject or grade level based on recent teaching experience related to that subject, as further defined by Appendix D, or grade level within the last five years, or educational **attainments** ~~obtains~~, or both, but not based solely on being licensed to teach. The District shall consider a professional educator's willingness to undergo additional training or pursue additional education in deciding upon questions of competence. Grade level shall mean the grade levels PK-8, or 6-12. For the purpose of the articles on layoff and transfer, Behavior Management Specialists, Student Services Specialists, Child Development Specialists, Social Workers, School Psychologists, Audiologists, Special Education, English as a Second Language, and Bilingual Programs shall be considered as "subjects." For the purpose of the articles on layoff on transfer, a Bilingual Program is defined as a program where 50% or more of student instruction is in a language other than English.

20.2.3 Professional educators who do not have recent experience in the subject or grade level where they seek to be retained may nevertheless qualify as competent if they have completed recent (within the most recent five years) training that is agreed upon by both the district and the professional educator as adequate preparation for the assignment or are willing to complete training applicable to that subject or grade level. TOSAs, mentor teachers, and other specialists who work primarily with adults shall qualify as being competent in the subject area or grade level that they previously occupied within PPS even if they have been out of the position that primarily provides direct service to students for longer than five years. This provision shall also apply to released-time PAT officers.

20.2.4 If the professional educator asserts a right to be retained in a position(s) where ~~he/she~~ **they** has not had recent training or experience as defined above, the District and professional educator shall review the professional educator's training and experience to that date and determine the course of training to be completed. The District shall reimburse the professional educator for tuition according to Section 21.2.2 for any credit hours required by the District in this retraining plan. Professional educators may use their 12 hours of tuition reimbursement for a two-year period without limit in any one year for coursework required by the retraining plan. If the District and professional educator mutually agree, mentoring or other educational opportunities may be substituted for all or part of the college or District in-service credit required. The District shall provide final notification of the training or additional education requirements to be required and the timeline required, and the professional educator shall either accept the training as a condition of accepting the position or shall decline and thus be laid off.

20.2.5 Following the implementation of a layoff, the District may administratively transfer professional educators in accordance with Article 18 who remain as necessary to meet staffing needs.

~~20.2.6 If a professional member is to be/is fully or partially laid off and a portion of an assignment becomes available for which the professional educator is licensed and competent, the District shall assign the FTE to the professional educator or offer to recall the professional educator to that portion of the assignment. Professional educators who are partially laid off (have reduced FTE) shall have recall right to the portion of their position that was reduced. However, the District may reduce and/or increase FTE between .5 and .66, .67 and .74, and/or .75 and .99 without this resulting in a layoff.~~

20.2.7 No bargaining unit position in the District shall be considered "vacant" for purposes of ORS 342.845(5) if filling the position with a non-extended administrator would cause another professional educator to be laid off, or if there is a professional educator on the recall list who would otherwise be entitled to be recalled to that position.

20.3 Layoff Benefits

20.3.1 The District shall provide medical benefits to professional educators who are laid off for a period of three (3) months following the month in which their coverage would otherwise end. The laid off professional educator may then continue medical benefits at their own expense in accordance with the provisions established by the Health and Welfare Trust.

20.3.2 Professional educators covered by this article shall be given consideration for work as a substitute; such will not affect the professional educators' recall rights.

20.4 Recall

20.4.1 Professional educators who are laid off shall have the responsibility when asked originally to notify the District of their interest in and willingness to be recalled. They must reaffirm such interest by notification to the District's Human Resources Department, in writing, if asked, on or before April 1 of every year for three (3) years following their effective date of layoff.

20.4.2 Professional educators who are laid off shall be recalled to positions they are licensed and have competence or will qualify as competent (as defined in Section 20.2) to fill when a vacancy occurs, in the order of most senior first.

20.4.3 A professional educator who has been laid off may refuse one (1) job offer without loss of recall rights.

20.4.4 Professional educators who are recalled for an FTE amount less than their FTE amount at the time of layoff may decline the position and remain on the recall list until another position becomes available

- that is comparable in FTE to the position at the time of layoff. A member on lay-off who accepts a lower FTE job offer, shall remain on the recall list for their original FTE position.

- 20.4.5 The District's obligation to recall a professional educator shall terminate following three (3) years of layoff status or upon two (2) refusals by a professional educator to accept a position offered by the District or if the professional educator resigns.
- 20.4.6 If a professional educator is recalled, the professional educator must indicate ~~his or her~~ **their** acceptance within five (5) days following receipt of the notice of recall. The professional educator must report for work within thirty (30) days within up to sixty (60) days if the employer does not release such professional educator or sixty (60) days if employed by another District), following receipt of such notice or be considered to have refused the position. In doing so, shall relinquish any and all rights under this Agreement and shall be deemed as having resigned their employment with the District.
- 20.4.7 A professional educator who is recalled and returns to work shall return with the same probationary or contract status, placement on the salary schedule and all other seniority-related and accrued benefits held prior to being laid off.

ARTICLE 25 COMPLAINT PROCEDURE

- 25.1 "Complaint" ~~typically originates from~~ means an allegation made against a professional educator brought by a parent, other citizen, or a nonsupervisory third party.
- 25.2 ~~If an allegation is related to sexual conduct or~~ Investigations into complaints of sexual misconduct, harassment, or abuse, ~~the investigation will be conducted by a subject matter expert within Employee & Labor Relations and/or an appropriate subject matter expert. subject matter expert for sexual misconduct or abuse in accordance with this Article.~~ the investigation will be conducted by a subject matter expert within Employee & Labor Relations and/or an appropriate subject matter expert.
- 25.3 If a complaint is made to a supervisor about the professional educator and the supervisor believes it warrants further consideration, such complaint shall be handled as follows:
- 25.3.1 After hearing the complaint, the supervisor will request that the complainant discuss the matter directly with the professional educator, except if the complaint involves allegations of sexual conduct or abuse or if the supervisor has a concern about the safety of any party. The supervisor shall not be involved in this discussion unless ~~his/her~~ their presence is requested by either party.
- 25.3.2 If the complainant refuses to discuss the matter with the professional educator or, if after discussing the matter with the professional educator the complainant is still dissatisfied, the supervisor will cause the complaint to be reduced to writing.
- 25.4 If the supervisor decides to proceed further with the written complaint, it shall be processed within ten (10) workdays of receipt under the following circumstances:
- 25.4.1 If the evaluating supervisor intends to make a record in the evaluation report of the professional educator against whom the complaint was made;
- 25.4.2 If the supervisor intends to place a record of such complaint in the professional educator's personnel file or the building file;
- 25.4.3 If in the supervisor's judgment such complaint is sufficiently relevant to the professional educator's performance so as to indicate the ~~need to meet desirability of a conference~~ need to meet (The professional educator may have a representative present at any such meeting conference.); and
- 25.4.4 If a professional educator learns of a complaint and requests a meeting conference.
- 25.5 The supervisor shall meet with the professional educator and shall describe the nature of the complaint including specific examples of the time, place and type of action complained of, if known, at the conference. The professional educator may have (a) representative(s) present at such meeting conference. The name of the complainant may be given as part of the discussion of such specifics. The unit member will have an opportunity to respond fully to the complaint. If, however, the complaint is used in any manner to support actual or recommended discipline, administrative transfer, nonrenewal or dismissal, such record shall be placed in the personnel file and the complainant's name shall be disclosed if the unit member so requests.