

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

Article 5 - District Counter Proposal - 4/4/23

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 District and Association shall mutually agree upon a process prior to the grievance meeting, including the number of witnesses, to be utilized at Level II or above meeting.** ~~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.

Article 5 - District Counter Proposal - 4/4/23

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.

Article 5 - District Counter Proposal - 4/4/23

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.

Article 5 - District Counter Proposal - 4/4/23

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.

Article 5 - District Counter Proposal - 4/4/23

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 19
BUILDING AND CLASSROOM MOVES

19.1. Professional educators who are required to move to a new school campus as a direct result of school closure, reconfiguration, conversion, merger, or relocation, of grade levels, programs or classes, and the subsequent resulting reassignment of staff, will be compensated by the District for each hour worked:

19.1.1 Up to eight (8) hours to pack and move personally-owned materials; and

19.1.2 Up to an additional eight (8) hours to move and unpack materials in the new classroom.

19.2 Unassigned professional educators who are required to move to a new school campus as a direct result of the school closure, reconfiguration, conversion, merger, or relocation, of grade levels, programs or classes will be compensated by the District for each hour worked:

19.2.1 Up to eight (8) hours to pack and move personally-owned materials; and

19.2.2 Up to an additional eight (8) hours to move and unpack materials in the new classroom.

19.3 ~~Regardless of when the move occurs, p~~**Professional educators shall be compensated at their hourly rate for each hour worked, up to a maximum of eight (8) hours, in the following situations where they are moving classrooms: who are required to disassemble and reassemble their classroom or move to a different classroom within their building as a direct result of:**

19.3.1 School closure, reconfiguration, conversion, merger, or relocation, of grade levels, programs or classes;

19.3.2 Bond work, construction, painting, or remodeling; or

19.3.3 Administrator-directed moves **for the upcoming school year** that occur after the **final contract day of the educators work year** school year has started; **or**

19.3.4 ~~or if the professional educator is directed to move classrooms two school years in a row, shall be compensated by the District for each hour worked:~~

a. ~~Up to four (4) hours to pack and move personally-owned materials; and~~

b. ~~Up to an additional four (4) hours to move and unpack materials in the new classroom.~~

19.4 Extraordinary moves: professional educators who agree to sort, purge and pack extra supplies and equipment beyond the typical classroom situation (for example, but not limited to: the school library, theater, shop department, science labs, music, art or PE equipment) shall, prior to starting this work, have a discussion with her/his administrator about the estimated number of additional hours that would be involved beyond the hours provided in the above paragraphs. The professional educator and the administrator shall collaboratively agree to the number of additional hours to be used for this purpose. If agreement cannot be reached, the issue shall be submitted to OSP Leadership for resolution. The Association unit member will then track and submit those extended hours to her/his administrator for payment.

19.5 Professional educators shall have access to their worksite, supplies and time to sort, purge and pack as soon as possible but, at minimum, one (1) week after the end of the school year. Professional educators shall have access to their worksites to unpack and organize their rooms as soon as possible but, at minimum, ~~one (1) week~~ **3 days** prior to their first work day. Materials and packed boxes moved by the District shall be delivered on site prior to the access date.

19.6 Unless otherwise agreed, professional educators are not responsible for packing and moving District-owned materials or equipment. Professional educators shall not be asked to move furniture and other heavy classroom items. The District is not liable for personal property of a valuable or sentimental nature left on school property if it is lost or damaged in the move. Boxes and packing materials shall be provided at least two weeks prior to the deadline to move.

19.7 Time to move shall be paid at the professional educator's per diem hourly rate of pay. Professional educators shall track hours spent as outlined in 19.1 – 19.4, and submit a record of that time to her/his administrator as extended hours for payment. In lieu of payment, the professional educator shall have a half (1/2) day substitute for each four (4) hours, at his/her option.

ARTICLE 2 ASSOCIATION RIGHTS

- 2.1 Except for Section 2.9 below, the Association rights conferred on the Association in this Agreement shall be exclusive except as provided by law.
- 2.2 The Association or its representatives shall have the right to transact official Association business on District property at all reasonable times; use District facilities and equipment including but not limited to duplicating equipment, audiovisual equipment, and District email, provided the same are not otherwise in use; post notices of activities and matter of Association concern on designated bulletin boards, at least one of which shall be provided in each school building for Association use; use the District mail service and professional educator mailboxes for communications, and place small symbols on such mailboxes but limit the size of logos to one inch (1") or less. A clearly identified Association mailbox at each worksite will be reserved for Association communications. If a box is unavailable, the Association may place a mailbox that is comparable in size and appearance with the staff mailboxes that exist at the individual worksites for Association communications. The Association shall have the right to use the inter-building mail facilities and mailboxes (Pony), unless the use of an employer's mail system by an incumbent labor organization is specifically clarified by Legislation, the U.S. Postal Service, or a court of competent jurisdiction. The Association shall pay for the reasonable cost of all materials, supplies and special services required beyond the normal operation incidental to such uses. The exercise of Association rights under this Section shall not interfere with or interrupt classes or other normal school operations. Association notices should not be made available to students.
- 2.3 The District shall furnish the Association upon request all reasonably available factual information necessary to its function as exclusive bargaining representative.
- 2.4 The Association shall have the right to ten (10) minutes as a scheduled item on the agenda of **each fifteen (15) of the faculty staff meeting meetings of its choice**. This portion of the agenda shall be exclusively for bargaining unit members.
- 2.5 Each worksite will organize at least one of the work days before the student year begins with the 30-minute duty free lunch synchronized for all Association staff in the building.
- 2.6 Association Representatives Meeting
- ~~2.6.1 The District shall notify all schools and departments that no activities are to be scheduled by the District for Association representatives on the Monday preceding the beginning of the work year.~~
- 2.6.2 The Association may call general meetings of its Association representatives during school time up to five (5) times during the school year. Such representatives shall be released without loss of pay but the Association shall reimburse the District for the cost of substitutes. Two (2) weeks' advance written notice shall be furnished to the **Employee and Labor Relations team within Human Resources Superintendent** of a meeting and it shall not be called for a day when other teacher absences eliminate the availability of a sufficient number of substitutes.
- 2.7 Building/Program Area Committees
- Any general standing faculty-administration or administratively appointed faculty committee, at the building level, shall include the Association faculty representative or his/her designee as a member. Supervisor's team meetings are not included. If evaluation and/or employee performance is to be discussed at a supervisor's team meeting, the Association representative will be invited to attend. Any District committee that included designated Association representatives shall have those Association representatives appointed by the Association.

Article 2 - District Proposal - 4/4/23

2.8 Orientation Programs

- 2.8.1 The Association shall be provided time on the agenda at all general orientation programs for new professional educators to provide general information on the Association and its duties as exclusive bargaining agent.
- 2.8.2 The District will provide the Association with a list of all newly hired bargaining unit members and bargaining unit members who have separated employment from the District on a monthly basis which will include their names, assignments, hire dates, separation dates, and worksites.

2.9 **Bargaining Unit Member Information**

In addition to information included in Article 2.8.2 and pursuant to ORS 243.804(4)(a), each month, the District shall provide the Association a list of all professional educators who are employed by the District. The list will include the date of hire, job title, salary and work site location of each unit member, the unit members' cellular, home and any work telephone numbers; any means of electronic communication, including work and personal electronic mail addresses; and employees' home addresses or personal mailing addresses.

2.10 School Board Meetings

- 2.10.1 The Association shall be provided time on the agenda of each regular Board meeting for brief comments.
- 2.10.2 If the Association has a formal presentation it shall be afforded a reasonable amount of time as determined by the Board. By noon of the fourth calendar day prior to the meeting, the Association shall notify the Office of the Superintendent of the proposed length of the Association's formal presentation, the subject matter thereof, and any specific action to be requested from the Board or administration at the meeting. The Association agrees not to use its right under this Section for the purpose of collective bargaining with the Board or any of its members.
- 2.10.3 Prior to the commencement of each meeting, the Association shall be provided a copy of the "Agenda of Board of Education" and any related informational materials/full Board of Education packet. This information may be provided electronically. However, the Association shall receive a copy of all printed Board materials at the meeting or prior to the meeting.

2.11 Instructional Program Council (IPC)

- 2.11.1 The District recognizes the expertise of professional educators and the value for their participation in education program planning. Therefore, meetings between the Superintendent and/or ~~his~~ **their** designee(s) and representative of the Association shall occur monthly for the purpose of discussing the District's instructional programs.
 - 2.11.1.1 While the District maintains authority over educational programming, items planned as major district-wide change and significant building-based initiatives shall be discussed in these meetings prior to implementation.
 - 2.11.1.2 Agendas of this advisory council will be mutually agreed upon prior to each meeting.
 - ~~2.11.1.3 Areas of discussion will include topics such as ongoing program implementation, new initiatives, language pathways, special education, school climate, and an overall MTSS approach. The parties agree that sufficient professional development, adequate resources and a clear implementation plan are essential to success of initiatives~~

Article 2 - District Proposal - 4/4/23

2.11.2 The Association president may appoint **up to at least** five (5) professional educators as representatives to such meetings. Such professional educators shall be released without loss of pay for attending the meetings. **Additional members may be appointed by mutual agreement between the District and Association.**

2.12 Release of professional educators by the District from their normal work assignments to work on activities jointly sponsored by the Association and the District shall be without loss of pay.

~~2.13~~ — **Curricula And Professional Development Review Committee**

~~2.13.1~~ — **The District and PAT agree to create a Curricula and Professional Development Review Sub-Committee of IPC that shall meet at least 4 times a year to evaluate and approve district-wide curricula. The parties agree to evaluate curricula and professional development for cultural competence, adherence to State and professional standards; designated supports and interventions for marginalized and underserved communities including and not limited to ELL and emergent bilinguals; Students receiving IEP services, students with historical and current trauma. All District employees will disclose any conflicts of interests or personal ties to companies and organizations considered or used in the process of Professional Development or Curricula. Meetings will occur during the contracted work day and Educators will be provided release time for attendance.**

~~2.14~~ — **Student Success Act Design Team**

~~2.14.1~~ — **The District and Association agree that the work of the Student Success Design Team will be ongoing and will include regular review of the District's Continuous Improvement Plan (CIP) and the data used to develop and implement the CIP.**

~~2.14.2~~ — **The District and the Association shall ensure that stakeholder input (staff, families, and students) will be the key part of the data collected and reviewed.**

~~2.15~~ — **Climate Justice Committee**

~~2.15.1~~ — **The District recognizes the expertise of professional educators and the value for their participation in education program planning. The District shall continue to collaborate with the Climate Justice Committee that meets on a monthly basis to support the implementation of climate literacy and climate justice curriculum described in District Resolution No. 5272.**

~~2.15.2~~ — **The Climate Justice Committee shall review, design, and support the creation of curriculum and instruction related to climate justice, including curriculum standards, units of study, resources, and sample learning experiences. The Committee shall also review District initiatives, programs, and policies related to climate change.**

~~2.15.3~~ — **The Climate Justice Committee shall include District representatives, students, professional educators, school staff, and community members. No fewer than 50% of the Climate Justice Committee shall be comprised of members selected by the PAT. Professional educators who participate in the Climate Justice Committee shall be provided release time or paid at their per diem hourly rate for such extended time.**

**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.

Article 1 - District Counter Proposal - 4/4/23

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.

Article 1 - District Counter Proposal - 4/4/23

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.

Article 1 - District Counter Proposal - 4/4/23

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.
