

MEMORANDUM OF AGREEMENT

Between

PORTLAND PUBLIC SCHOOLS

And

**PORTLAND FEDERATION OF TEACHERS
AND CLASSIFIED EMPLOYEES**

2007-2011

Pursuant to the parties' agreement to reopen this Agreement in 2009, the parties agree to the following additions to or modifications of the specific Articles, sections and appendices of the Agreement.

**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.

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 shall continue its election pursuant to Chapter 646 Oregon Laws, 1973 (sick leave credit for retirement benefits).
8. The District will establish a Sick Leave Bank of three hundred and fifty (350) hours per year for use by employees who have exhausted their sick leave. The Federation can solicit voluntary contributions up to four hundred (400) 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. Use of hours from the Bank shall be only in cases of critical illness or injury of an employee.
 - 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, 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. Funeral Leave

- a. An employee shall be permitted an absence of up to one (1) days 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) consecutive days (five days in the case of a parent, spouse, or child), and two

(2) days at two-thirds (2/3) pay. "Immediate family" shall be interpreted to mean spouse, 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.

5. Mandatory Court Appearances, Jury Duty

- 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. The District will provide up to five (5) days compensation for use only in the event of District designated closures because of inclement weather or reasons of an emergency nature. This additional compensation shall be considered payment for up to five (5) replacement days. District Designated Closure compensation will be used in the manner specified in the following subsections:

- 1) If the District closes an employee's worksite because of inclement weather or reasons of an emergency nature, the following procedures will be implemented:

- a. An Employee will be compensated at his or her regular scheduled rate of pay for up to five (5) days in a fiscal year.
- b. If a worksite is closed for more than five (5) days in a fiscal year, employees may then use emergency/personal leave, comp time, or vacation days in lieu of unpaid leave, unless the employee has no such leave available; in which case the employee will be on an approved unpaid leave of absence.

c. If, due to closures because of inclement weather or reasons of an emergency nature, the school year is extended, employees will work the up to five (5) days for which pay was advanced as provided above without additional compensation.

2) 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.

3) If the District releases employees early, employees who work up to within two hours of the end of their shift will be paid for a regular day of work without having to use leave time. Those who leave before two hours before the end of their shift will use this leave procedure as specified in Article 21 (B) (6) (a) (1).

b. If the District fails to notify or delays notice of closure, employees shall receive at least one-half day of compensation. Employees are responsible to access notification by radio, television, and internet to determine reporting-to-work status.

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. Employees on such leaves shall not be permitted to engage in remunerative services without the approval of 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 maternity and paternity 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 ORS 408.210 through 408.290.

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. Return from Leave

At the conclusion of a leave of up to six (6) months, 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.

D. REPLACEMENTS

Employees, other than substitutes, hired in positions not expected to continue for more than six (6) months or to replace employees on approved leaves of absence shall be considered as a long-term temporary during the first six (6) consecutive months of employment. Temporary employees who have completed six (6) consecutive months of service who are terminated will, upon re-employment, be given credit for the time worked unless the period of termination was six (6) months or more. Temporary employees shall be entitled all benefits provided by this Agreement with the exception of Articles 21.B, 21.C, and 27.

**ARTICLE 23:
INSURANCE**

A. HEALTH AND WELFARE BENEFITS

1. The contributions paid by the District and employees agreed upon by the parties on February 1, 2007, shall remain in effect through September 30, 2010. Effective October 1, 2010, the District shall contribute to the School District No.1 Health and Welfare Trust (the "Trust") \$926 per full-time employee per month toward the cost of health insurance benefits for full-time eligible bargaining unit

members, their eligible dependents and domestic partners. The Federation shall select the insurance plan(s) and carrier(s) to be provided.

2. The District shall contribute for health insurance benefits for participating part-time employees (those regularly working twenty (20) hours or more but less than thirty (30) hours per week) fifty percent (50%) of the contribution made by the District for full-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.
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.
6. Effective February 1, 2010, the District shall contribute \$348 toward the cost of providing a medical/hospitalization plan for an eligible retiree and \$174 toward the cost of medical/hospitalization for the spouse/domestic partner of the eligible retiree under the following conditions;
 - a) employee elects early retirement prior to June 30, 2014,
 - b) employee is eligible to retire under the Public Employees Retirement System (PERS),
 - c) employee has completed at least fifteen (15) years of service with the District,
 - d) employee is not eligible for Medicare, and
 - e) employee is eligible under such plan that is offered. The District contribution for retiree and spouse/domestic partner

medical/hospitalization insurance shall extend for sixty (60) months or until the retiree is eligible for Medicare.

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 656.002 (6), an employee shall retain the workers' compensation check which s/he received from the State 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.

**ARTICLE 25:
COMPENSATION**

A. SALARIES

Each appendix will increase by 2.0% effective as of July 1, 2010 except as otherwise stated in this agreement.

All eligible employees shall also receive a step increase effective December 16, 2010.

Each employee who has reached the top step of their pay schedule shall receive a one-time, lump sum longevity bonus of \$450.00 (.75 FTE and above) or \$225.00 (.5 FTE up to .75 FTE) to be added to the January 2011 payroll check.

Effective July 1, 2010, Appendix B will merge into Appendix C. Employees on the salary schedule in Appendix B will be placed on the salary schedule in Appendix C at their current grade and step, and Appendix 1 will merge into Appendix 2. Employees on the salary schedule in Appendix 1 will be placed on the salary schedule in Appendix 2 at their current step.

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.
5. Final Paychecks

If an employee resigns with less than 48 hours notice, excluding weekends and holidays, the paycheck is due within 5 days, excluding weekends and holidays, or on the next regular payday, whichever comes first.

If an employee resigns with notice of at least 48 hours, the final check is due on the final day worked, unless the last day falls on a weekend or holiday. In that case, the check is due on the next business day.

If an employee is discharged, the final check is due not later than the end of the next business day. When an employer and employee mutually agree to terminate the relationship, the check is due by the end of the next business day, as in the case of the discharge.

C. INITIAL SALARY PLACEMENT

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

1. 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.
2. 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.
3. When the District determines that extenuating circumstances exist, it may exceed the above guidelines.

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. DIFFERENTIAL

Shift differentials shall be calculated and paid as follows:

1. Employees assigned to work the swing shift shall be paid an additional fifteen cents (\$0.15) per hour worked.

2. Employees assigned to work the graveyard shift shall be paid an additional twenty-five cents (\$0.25) per hour worked.

F. 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.

G. OUTDOOR SCHOOL

Effective beginning in the 2010-2011 school year, when an employee attends Outdoor School, they will be reimbursed for their mileage and meals and receive a \$50 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.

APPENDIX B:

Effective 7/1/2010

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

Grade	A	C	D	F	G	H	I	J	K
Step									
1	\$11.60	\$12.76	\$13.33	\$14.42	\$15.09	\$15.64	\$16.23	\$16.82	\$17.39
2	12.18	13.33	13.90	15.09	15.64	16.23	16.82	17.39	17.98
3	12.76	13.90	14.49	15.64	16.23	16.82	17.39	17.98	18.54
4	13.33	14.50	15.09	16.23	16.82	17.39	17.98	18.54	19.13
5	13.90	15.09	15.64	16.82	17.39	17.98	18.54	19.13	19.71
6	14.50	15.64	16.23	17.39	17.98	18.54	19.13	19.71	20.29
7	15.09	16.23	16.82	17.98	18.54	19.13	19.71	20.29	20.89
8	15.64	16.82	17.39	18.54	19.13	19.71	20.29	20.89	21.46

APPENDIX C:
Effective 7/1/2010
Salary Schedule for General Educational Assistants (Regular)

Step	Hourly Wage
1	\$11.94
2	12.54
3	13.13
4	13.73
5	14.32
6	14.94
7	15.51
8	16.11
9	16.71

APPENDIX D:
 Effective 7/1/2010
 Special Education Paraeducator Salary Schedule

	STEP	HOURLY
Paraeducator 3	1	\$13.42
	2	14.04
	3	14.63
	4	15.24
	5	15.83
	6	16.44
	7	17.04
	8	17.65
	9	18.25
Paraeducator 2	1	\$14.04
	2	14.63
	3	15.24
	4	15.83
	5	16.44
	6	17.04
	7	17.65
	8	18.25
	9	18.85
Paraeducator 1	1	\$14.63
	2	15.24
	3	15.83
	4	16.44
	5	17.04
	6	17.65
	7	18.25
	8	18.85
	9	19.45
Therapeutic Intervention Coach	1	\$15.36
	2	15.99
	3	16.63
	4	17.26
	5	17.88
	6	18.52
	7	19.17
	8	19.80
	9	20.42

APPENDIX E:

Effective 7/1/2010

Salary Schedule for ESL/Bilingual Educational Assistants

Step	Hourly Wage
1	\$12.68
2	13.25
3	13.86
4	14.46
5	15.09
6	15.66
7	16.26
8	16.85
9	17.48

APPENDIX F:

Effective 7/1/2010

Salary Schedule for Special Education CNA and LPN

Step	Hourly Wage
1	\$15.33
2	15.95
3	16.54
4	17.16
5	17.78
6	18.39
7	18.99
8	19.60
9	20.21

APPENDIX G:

Effective 7/1/2010

Salary Schedule for Special Education LPTA and COTA

Step	Hourly Wage
1	\$20.13
2	20.83
3	21.50
4	22.16
5	22.85
6	23.50

APPENDIX G1:
Effective 7/1/2010
Salary Schedule for Assistive Technology Practitioners

Step	Hourly Wage
1	\$22.19
2	22.82
3	23.50
4	24.20
5	24.93
6	25.65

APPENDIX H:
 Effective 7/1/2010
 Sign Language Interpreter Salary Schedule

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	\$18.40	\$19.04	\$19.70	\$20.34
2	19.04	19.70	20.34	20.98
3	19.70	20.34	20.98	21.62
4	20.34	20.98	21.62	22.28
5	20.98	21.62	22.28	22.92
6	21.62	22.28	22.92	23.56

APPENDIX 1:
Community Agents Salary Schedule
190 Days - Effective 7/1/2010

STEP	Base		+\$265	
	Hourly	Annual	Hourly	Annual
1	\$15.42	\$23,442	\$15.60	\$23,707
2	\$15.87	\$24,124	\$16.05	\$24,389
3	\$16.34	\$24,837	\$16.51	\$25,102
4	\$16.79	\$25,520	\$16.96	\$25,785
5	\$17.25	\$26,217	\$17.42	\$26,482
6	\$17.72	\$26,930	\$17.89	\$27,195
7	\$18.18	\$27,628	\$18.35	\$27,893
8	\$18.65	\$28,341	\$18.82	\$28,606
LONGEVITY	\$19.38	\$29,458	\$19.55	\$29,723

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

1. Community 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, 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.

3. Community 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. The District shall add Three Thousand Dollars (\$3,000) per year to the Career Development Fund. Employees covered under this appendix may participate consistent with the provisions of Article 14.
5. In the absence of specific program or skill requirements, any reduction in work hours shall be done based upon seniority.
6. Vacant Community Agent positions expected to continue for more than six (6) months shall be posted on the District's website for the purpose of providing opportunity to existing Community Agents to make application for such positions. Such positions shall be posted for five (5) workdays providing that the delivery of services would not be substantially disrupted by the delay caused by the posting. Community Agents wishing to make application for a posted position shall do so by completing the District's online application process. For positions that are posted after April 1, but prior to July 15 for the coming school year, current Community Agents shall be considered prior to making offers to outside applicants.
7. Community Agents may participate by contributing up to twenty (20) hours per year in the Sick Leave Bank as provided in the Agreement between the District and the Portland Federation of Teachers and Classified Employees.
8. Retroactive pay adjustments shall only be implemented for those employees who are active, on an approved leave of absence, or who are PERS eligible and have retired, at the time of the adjustment.

APPENDIX 2:
 Campus Monitors Salary Schedule
 190 Days - Effective 7/1/2010

STEP	Base		+\$265	
	Hourly	Annual	Hourly	Annual
1	\$15.42	\$23,442	\$15.60	\$23,707
2	\$15.87	\$24,124	\$16.05	\$24,389
3	\$16.34	\$24,837	\$16.51	\$25,102
4	\$16.79	\$25,520	\$16.96	\$25,785
5	\$17.25	\$26,217	\$17.42	\$26,482
6	\$17.72	\$26,930	\$17.89	\$27,195
7	\$18.18	\$27,628	\$18.35	\$27,893
8	\$18.65	\$28,341	\$18.82	\$28,606
LONGEVITY	\$19.38	\$29,458	\$19.55	\$29,723

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

1. Campus Monitors 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 Campus Monitors 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. Campus Monitors, 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. Campus Monitors will be provided with the necessary equipment as required by the supervisor to perform their duties and responsibilities.

3. Campus Monitors 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. Campus Monitors may participate in the Career Development Fund described in Article 14 of this agreement.
5. In the absence of specific program or skill requirements, any reduction in work hours shall be done based upon seniority.
6. Vacant Campus Monitor positions expected to continue for more than six (6) months shall be posted on the District's website for the purpose of providing opportunity to existing Campus Monitors to make application for such positions. Such positions shall be posted for five (5) workdays providing that the delivery of services would not be substantially disrupted by the delay caused by the posting. Campus Monitors wishing to make application for a posted position shall do so by completing the District's online application process. For such positions that are posted after April 1, but prior to July 15 for the coming school year, current Campus Monitors shall be considered prior to making offers to outside applicants.
7. The District shall provide inservice training for Campus Monitors. A Joint Labor/Management Committee will be established to facilitate the development and implementation of such program.
8. The District will provide training to all Campus Monitors in blood borne pathogens and first and within sixty (60) days of his/her first day of employment as Campus Monitor.
9. Campus Monitors may participate by contributing up to twenty (20) hours per year in the Sick Leave Bank as provided in the Agreement between the District and the Portland Federation of Teachers and Classified Employees.

10. Retroactive pay adjustments of any, shall only be implemented for those employees who are active or on an approved leave of absence at the time of the adjustment.

PFTCE and PPS agree that for all those represented employees formerly covered under the DCU in Appendixes B, C, D, E who have fifteen years of accumulated service if otherwise eligible shall qualify for early retirement benefits pursuant to Article 23 of the 2005-2007 PFTCE agreement.

**APPENDIX 3:
PHYSICAL AND OCCUPATIONAL THERAPISTS**

The salaries for Physical and Occupational Therapists shall be based upon a 190-day work year and calculated by using the current teacher salary schedule.

1. The workday for Physical and Occupational Therapists shall be eight (8) hours including a minimum of thirty (30) minute duty-free lunch.
2. Physical and Occupational Therapists shall receive credit on the teachers' salary schedule for completed college and university coursework or inservice classes related to their assignment. Such credit shall be awarded on the following basis:
 - a. Unlike salary placement for teachers, Physical and Occupational Therapists shall be eligible for placement on a "BA" column of the teachers' salary schedule. If such person would otherwise receive a higher placement on a "MA" column, that employee shall receive the higher placement.
 - b. Credit will be given for relevant course work beyond a Bachelor Degree.
 - c. Attendance at approved inservice classes, workshops, and seminars will be credited at one (1) credit hour for each eleven (11) hours of actual attendance. Only coursework taken during off-duty times shall be applicable for salary credit.
 - d. The provisions of Appendix 3 (2) (a and b) shall be effective for salaries for work performed beginning July 1, 2009.
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 in the amount of Seven Thousand Dollars (\$7,000) shall be established. This fund 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 3 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. Upon request, Physical and Occupational Therapists shall be provided a written position guide setting forth the basic responsibilities for the assignment.
7. Physical and Occupational Therapists should check the District's website for vacancies and for the purpose of providing opportunity to existing employees to apply for a vacant position. Such application shall be made via the District's online application process. For Physical Therapist and Occupational Therapist positions that are posted after April 1, but prior to July 15 for the coming school year, current employees will be considered prior to making offers to outside applicants.

8. 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.
9. The District shall monitor caseloads in order to meet service requirements as determined by the District. Individual case loads may vary according to the following:
 - a. the degree and type of dysfunction of students served;
 - b. travel required and space availability;
 - c. number of assessments required as part of the multi disciplinary team;
 - d. amount of time spent providing consultation and inservice training to parents and staff members;
 - e. other required duties including, but not limited to:
 - (1) designing, fabricating and/or ordering adaptive equipment;
 - (2) parent and community contact; and
 - (3) documentation as required.

If an Occupational or Physical Therapist feels that his/her caseload is becoming too large, he/she may request a meeting with their supervisor to discuss the situation and explore other options or alternatives that may be available.


10. An Occupational Therapist or Physical Therapist required to attend an IEP meeting outside of his/her work day shall be paid at his/her hourly rate of pay or can adjust his/her schedule with prior supervisor permission, to allow for additional time required for the meeting.

11. Early retirement incentive payments provided teachers by the District shall also be provided to Physical and Occupational Therapists.
12. Physical and Occupational Therapists may participate in the Sick Leave Bank as provided in the current Agreement between the District and the Portland Federation of Teachers and Classified Employees. Physical and Occupational Therapists may voluntarily contribute up to twenty (20) hours per year.
13. Evaluations for Occupational and Physical Therapists will be conducted in accordance with Article 19 of the current PFTCE Collective Bargaining Agreement.
14. The District agrees to provide the Federation with the name, address and cost center of all regularly employed Occupational & Physical Therapists 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.

PFTCE and PPS agree that for all those represented employees formerly covered under the DCU in Appendixes B, C, D, E who have fifteen years of accumulated service if otherwise eligible shall qualify for early retirement benefits pursuant to Article 23.

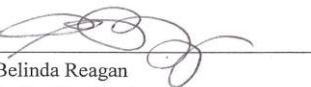
SIGNATURE PAGE

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


Carole Smith
Superintendent

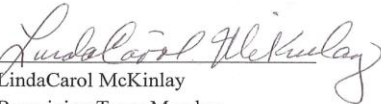

Brock A. Logan
Director of Labor Relations

FOR PORTLAND FEDERATION OF TEACHERS AND CLASSIFIED EMPLOYEES,
by:


Belinda Reagan
Acting President


Michelle Batten
Treasurer


Becky Wright
Bargaining Team Member


LindaCarol McKinlay
Bargaining Team Member