

## ARTICLE 10 ACADEMIC FREEDOM AND INSTRUCTION

### 10.1 Academic Freedom

- 10.1.1 Professional educators shall be guaranteed academic freedom in instructional presentations and discussions and in faculty discussions of education policy. Professional educators may introduce controversial materials provided such presentations, discussions, and materials are appropriate and relevant to course content and grade level subject to accepted standards of professional responsibility (see PPS Academic Freedom in the Instructional Program 6.20.011-AD as of 03-15-13).
- 10.1.2 The District shall consult with professional educators over decisions regarding the selection of districtwide textbooks. Within generally accepted professional and content standards, professional educators are responsible for determining the ~~instructional practices, assessments~~ (\*Clarifying existing practice, intent, and language), supporting materials and methods used for day to day instruction, including differentiating instruction based on student needs.

### 10.2 Student Grades

Student grades issued by a teacher shall not be changed by a supervisor or altered due to software limitations of the District's grading system unless a substantive reason clearly exists. This Section shall not be interpreted to cause a teacher(s) to assign grades in any manner which deviates from general district-wide practices. If an administrator changes a student grade, such administrator will notify the teacher in writing of such change, and the reason(s) for such change.

- 10.3 The parties will convene a work group to evaluate and seek mutually agreeable policies and procedures regarding intellectual property issues

### 10.4 Instructional Time

Total average time of all district mandated standardized assessments shall not exceed .65% of instructional time at each grade level. Instructional time shall be based on the average time of implementation. The total of all Standardized Assessments and/or District mandated assessments shall not exceed 1.2% of instructional hours. This does not include State and Federal assessments and assessments chosen by educators to inform their instruction or required for identification or monitoring of special education services, eligibility or determination of english language proficiency. The District shall not mandate additional testing requirements for students based on native language, language of instruction, race, ethnicity, socio-economic status or on the basis of being a member of any other legally protected class.

- 10.5 Ownership of Materials and Publications: Unless otherwise provided by a separate contract, the respective rights of an employee and the District as to ownership of materials and publications developed by the employee are to depend upon the origins of the material in question, as follows:

- 10.5.1 If the materials were developed by the employee as a project commissioned by the District, or in fulfillment of a specific job assignment, the materials are the exclusive property of the District. (e.g., a course outline developed by a TOSA for that purpose).
- 10.5.2 If the materials were developed by the employee in the course of performing regular duties, but were not specifically required or specifically assigned as a part of the job, the materials are to be owned by the employee, but the District shall be deemed a licensee (without fee) for purposes of internal District use only (e.g., classroom teacher, in



furtherance of regular planning obligations, develops lesson plans which turn out to have value to other teachers and to the District).

**10.5.3 If the materials were developed by the employee independent of regular duties, and on the employee's own time and without use of District resources, the materials are the exclusive property of the employee (e.g., working at home, English teacher with personal interest in computers develops a software package for tracking and computing grades; or teacher writes textbook on own time, drawing upon prior District experience).**

**10.5.4 Before an employee or the District utilizes any student produced material beyond the purpose for which it was initially submitted by the student, a written consent or waiver in favor of the District and employee must be obtained from the student and parent/guardian. Subsequent use and ownership shall depend upon the nature of the resulting material/publication produced by the employee pursuant to a, b and c above.**

#### **10.6 Climate Justice Summits**

**10.6.1 ~~If the District shall host~~ participates in an annual Portland Public Schools Climate Justice Summits for students, community members, and/or professional educators, the following shall apply:**

**10.6.2 The Climate Justice Summit shall be planned, developed, and implemented collaboratively by the Climate Justice Committee.**

**10.6.3 The District shall provide two days of paid release time for three (3) High School, three (3) Middle School, and three (3) Elementary School professional educators for the purpose of planning and implementing a ~~Portland Public Schools~~ Climate Justice Summit for students, community members, and other professional educators. The language in this clause shall not prevent the District from providing additional paid release time for the purpose of planning implementing a Climate Justice Summit for professional educators.**



## ARTICLE 17 LEAVES

### 17.1 General Provisions

#### 17.1.1 Leave Applications

- 17.1.1.1 All applications for and approval of leaves shall be in writing.
- 17.1.1.2 Leave applications must be made to the appropriate leave category (e.g., sick leave, family illness leave, personal leave, bereavement leave).
- 17.1.1.3 Paid and unpaid leaves for professional educators set forth in this Article are intended to be used only for their intended use.
- 17.1.1.4 A leave day is equal to eight (8) hours of leave time. Professional educators shall not be required to use leave time when missing the ~~two-hour~~ **90-minute** staff meetings or training sessions that are beyond the workday as described in Section 7.10.1.
- 17.1.2 The District shall comply with Federal, State and local laws regarding leaves, including but not limited to the Family and Medical Leave Act (FMLA) and the Oregon Family Leave Act (OFLA), the "School Employee Sick Leave Statute" ORS 332.507, ~~and the "Sick Time Statute" ORS 653.601 – 653.616, and the Paid Family Medical Leave Insurance Law (PLO) ORS 657B.~~
- 17.1.3 All PPS Leave Guidelines made available to PAT members shall conform with the provisions of this article and shall not include guidelines/information about other bargaining groups/non-represented employees unless clearly labeled as such.
- 17.1.4 Professional educators shall have the right to choose whether they wish to supplement PFMLI benefits with a pro-rata share of their accrued sick leave to fully replace their pay. ~~"unless they elect not to have PLO benefits supplemented by their accrued sick leave." [PAT asserts this qualifier is unnecessary; members always have a choice about whether or not to pursue what they are entitled to.]~~
- 17.1.5 Employees who need leave for reasons related to domestic violence, sexual assault, harassment, or stalking may choose to apply for PFMLI benefits or take a reasonable amount of unpaid leave.

### 17.2 Paid Leaves

#### 17.2.1 Sick Leave

##### 17.2.1.1 Accumulation

- a. Professional educators shall be granted **at least** ten (10) days sick leave, or ~~one (1) day per month they are employed, whichever is greater,~~ which includes the statutory requirement during each school year. Such sick leave shall be credited to said professional educators on the first contract day of the school year. Professional educators who begin service after the beginning of the school year shall receive one (1) day of sick leave for each payroll month remaining in the school year with all such days being credited on the professional educator's first day of employment.
- b. A professional educator who uses ~~his/her~~ **their** annual sick leave accrual and subsequently resigns for reasons other than illness or retirement prior to completing the work year, shall be obligated to refund the District an amount equal to one (1) day sick leave for each month not worked. The District shall deduct such amount from any final pay due the professional educator.
- c. Professional educators on extended work year and/or Summer School shall be credited with one (1) additional sick leave day for each additional twenty (20) days worked not to exceed a total of twelve (12) days of sick leave credit per fiscal year.



- d. The total unused sick leave days can be accumulated and shall be unlimited in accordance with state statutes.
- e. A professional educator who has accumulated sick leave during employment in another Oregon school district shall be entitled to transfer any accumulated sick leave from such district upon proper verification. The transfer of sick leave accumulated with another Oregon district shall be effective when the professional educator has completed thirty (30) working days in the District.
- f. **Professional educators who have exhausted their accumulated sick leave may choose to use any accrued, unused family illness days, as provided in 17.2.2, for any purpose for which they could use sick leave.**
- g. When a professional educator has exhausted ~~his/her~~ **their** sick leave, ~~s/he~~ **they** shall receive additional leave equal to one (1) day for each school year of at least 135 days of service in this district at two-thirds (2/3) of ~~their~~ **his/her** daily rate under ~~their~~ **his/her** basic salary. Credit for any year can only be utilized once.
- h. Professional educators shall not be credited with any sick leave with respect to periods during which they are on an unpaid leave of absence from work with the District of more than one (1) month duration.

#### 17.2.1.2 Utilization

- a. Professional educators who are absent because of personal illness or medical/dental appointments shall receive compensation during such absence in accordance with provisions pertaining to sick leave allowances.
- b. A professional educator working an extended contract beyond the normal school year or during Summer School, may charge absences due to personal illness to ~~his/her~~ **their** sick leave account. The District shall pay the cost of any required substitute.
- c. Professional educators on any extended leave (more than one (1) month) will not be charged with days of sick leave or paid for days of illness during such leave, except when an illness or injury is the factor which entitled the professional educator to the leave in question.
- d. **In addition to receiving paid leave benefits under the PFMLI program or District's approved equivalent plan, a** A professional educator may charge against ~~his/her~~ **their** accumulated sick leave for up to twelve (12) weeks following the birth, or adoption, or foster care placement of a child to achieve 100 percent replacement of their pay. **If the professional educator has accumulated sick leave remaining after exhausting PFMLI benefits, they may also use that to continue in paid status, up to the amount provided in Article 17.4.3** ~~has been exhausted, the professional educator may use other paid or unpaid leave for part or all of the twelve (12) week period. The professional educator is entitled to all benefits guaranteed under the FMLA and/or OFLA which may exceed this provision.~~
- e. A professional educator's accumulated sick leave shall not be charged on days designated as paid holidays under this Agreement, or when an absence was directed by the District.
- f. The District shall maintain a sick leave bank for use by professional educator who have exhausted their accumulated sick leave. Use of this leave shall only be in accordance with the sick leave bank guidelines. **The District will provide four thousand (4000) hours per year to the bank. In Addition,** the Association can solicit voluntary contributions up to four thousand (4000) hours per year. Use of the sick leave bank will be monitored through the contract administration process. **Employees will be eligible to use the sick leave bank to achieve 100 percent replacement of their pay while utilizing PFMLI benefits.**
- g. A professional educator may use sick leave in one-hour increments or in per-day units.

- 17.2.2.1 **In addition to receiving paid leave benefits under the PFMLI program or District's approved equivalent plan, pProfessional educators shall receive up to forty (40) hours or five and one third (5.33) days family illness leave per school year with pay in case of illness of a member of the professional educator's immediate family. This leave can be used in lieu of or in addition to PFMLI family leave benefits or to achieve 100 percent replacement of their pay while receiving PFMLI benefits.** Professional educators who commence employment after the end of the first semester shall be entitled to one and one-half (1-1/2) days of family illness leave.
- 17.2.2.2 Inherent in use of this leave is that care or attention by the professional educator is needed. In the event emergency conditions arise, an extension of family leave shall be determined upon individual merit by the Superintendent.
- 17.2.2.3 "Immediate Family" shall be interpreted to mean spouse, domestic partner (as defined in Appendix C), children, parents, brothers, sisters, mother-in-law, father-in-law, grandparents, grandchildren, stepparents, stepchildren, stepsiblings or other persons who regularly live in the professional educator's home, **and any other family member as defined under OSB 657B.010.**
- 17.2.2.4 **In addition to receiving paid leave benefits under the PFMLI program or District's approved equivalent plan, and after utilizing the available days for family illness leave, After utilizing the available days for family illness leave, the professional educator may charge against his/her their accumulated sick leave when additional time is needed to provide care for a member of the professional educator's immediate family.**

17.2.3 **Absence due to Injury on Duty**

The District shall pay to any professional educator who is unable to work due to an on-the-job injury the difference between ~~his/her their~~ salary benefits received by the professional educator under the Oregon Worker's Compensation Law and ~~his/her their~~ normal salary. This differential pay shall apply when the absence is due to a compensable injury as defined in ORS Chapter 656 and shall be paid for the period when worker's compensation benefits are paid but not exceeding 180 days for one injury. Absence due to such compensable injury shall not be charged against the professional educator's accumulated sick leave. For other periods of work-related injury absence, charge will not be made against the professional educator's accumulated sick leave. In the event differential payment is made by the District and the absence of the professional educator is subsequently determined to be non-compensable, charge will be made against the professional educator's accumulated sick leave, if the absence so qualifies, and the professional educator shall be obligated to reimburse the District for payments received in excess of accumulated sick leave time.

17.2.4 **Absence Due to Quarantine or Isolation**

~~In the event a declaration of quarantine made by the a Public Health Official prevents a professional educator who is not ill from reporting to work, or if the professional educator is in isolation due to illness, or is otherwise directed to not report to work to prevent the spread of a communicable disease the professional educator shall not suffer a loss in pay and no charge will be made against the professional educator's accumulated sick leave.~~

An employee's absence from work as a result of direction from a public health official because of to implement quarantine or isolation to prevent the spread of a communicable disease 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. Quarantine or isolation pay will not extend past the standard quarantine or isolation period established by the local public health authority, but in no event shall it exceed thirty (30) days.

To qualify for quarantine or isolation pay under this Section, an employee must be fully vaccinated (if a vaccine is available) as defined under guidelines set by the federal and state health authority, including any boosters.

### 17.3.1 Bereavement Leave

Professional educators shall be granted bereavement leave with pay for each death as follows:

- 17.3.1.1 One (1) day to attend a funeral or memorial service because of the death of a friend or relative. An additional day shall be granted when travel beyond the one day is required.
- 17.3.1.2 Four (4) days because of death in an immediate family; six (6) days in case of parent, spouse, domestic partner, or child). "Immediate family" shall be interpreted to mean spouse, domestic partner (as defined in Appendix C), children, parents, grandparents, grandchildren, mother-in-law, father-in-law, brothers or sisters, stepparents, stepchildren, stepsiblings; and also any person regularly living in the home of the professional educator for whom the professional educator was responsible.
- 17.3.1.3 In addition, professional educators may use up to six (6) days of accrued and unused leave for the death of an immediate family member, in the order determined by the employee. In the event a professional educator has exhausted all forms of paid accrued leave, the professional educator shall be able to use up to six (6) days of unpaid leave. The total number of combined leave days for bereavement will not exceed ten (10) days. An employee may apply for other unpaid leave if needed.

### 17.3.2 Personal Leave

- 17.3.2.1 Each professional educator shall be entitled to three (3) days leave without loss of pay for personal business. Professional educators who commence employment after the end of the first semester shall be entitled to one (1) day of personal leave.
- 17.3.2.2 Except in cases of emergency, the request for such leave shall be made one (1) week in advance in writing.
- 17.3.2.3 It is expected use of such leave will be limited to situations which the professional educators cannot address at times other than during the workday.
- 17.3.2.4 Professional educators **shall be entitled to two (2) additional days leave without loss of pay for** ~~may use this leave for~~ religious observances when attendance is mandatory during the workday.
- 17.3.2.5 This leave shall not be used for vacation or recreational purposes.
- 17.3.2.6 Unused personal leave shall not accumulate for use in another school year.
- 17.3.2.7 Also see unpaid personal leave in 17.4.2.

### 17.3.3 Mandatory Court Appearance

- 17.3.3.1 When a professional educator is required to appear as a witness in court, the District shall authorize such absence without loss of pay. If the professional educator receives a witness fee, such fees shall be turned in to the Business Office. In cases where the professional educator is a party to the action, his/her absence will be personal leave without pay or, at the professional educator's election, leave days provided in C.2 may be used therefore.
- 17.3.3.2 A professional educator required to appear in court as a party with the District shall be released without loss of pay. If a professional educator is subpoenaed to appear in court as a third-party witness because of ~~his/her~~ **their** job duties outside of the contract year, ~~his/her~~ **they** shall receive ~~his/her~~ **their** per diem hourly rate of pay. Witness check fees shall be signed over to the District.

### 17.3.4 Jury Duty

Professional educators subpoenaed for jury duty shall be excused for that purpose without loss of pay provided that, when the professional educator receives ~~his/her~~ **their** jury fee, said fee shall be sent to the Business Office. On days when the professional educator is excused from jury duty ~~or he~~ **they** will report to their work assignment provided they are able to do so before the end of the lunch period.



### 17.3.5 Professional Leave

- 17.3.5.1 At the beginning of each school year, each professional educator shall be credited with two (2) accumulative days to be used for professional leave. However, a professional educator may not use more than **five (5)** ~~four (4)~~ of these days in any year. Professional leave may be used for the following:
- a. visitation to view instruction techniques or exemplary programs.
  - b. conventions, conferences, workshops or seminars related to **PK-12 education, racial equity, climate justice, or** the professional educator's assignment with the District.
- 17.3.5.2 The professional educator shall inform ~~his/her~~ **their** supervisor by submitting a leave request at least one (1) week in advance.
- 17.3.5.3 The professional educator may be required to file a written report within one (1) week of attendance at such convention, visitation, conference, workshop or seminar.
- 17.3.5.4 Participation by a professional educator in activities on the statewide in-service day shall not be counted against professional leave days.
- 17.3.5.5 If the length or location of a convention, conference, workshop or seminar requires the professional educator to be in attendance more than two (2) school days, the professional educator may use ~~his/her~~ **their** personal leave.

### 17.3.6 Leave for service to education-related state agencies.

Professional educator who are appointed to serve non-paid on education-related state agencies shall be released for meetings/hearings/reviews without loss of pay. The District shall provide substitutes for such professional educators.

### 17.3.7 Paid Family and Medical Leave Insurance (PFMLI)

**17.3.7.1 The District will pay the Employee payroll contribution to the Employment Department (Paid Leave Oregon) or any equivalent plan.**

**17.3.7.2 Employees will be able to utilize the Sick Leave Bank and supplement their PFMLI benefit amount up to 100% of their salary during approved leave.**

### 17.4 Unpaid Leaves

- 17.4.1 Requests for a full year unpaid Personal, Exchange, or Career Development leave of absence (whether part-time or full-time) for the next school year must be submitted to Human Resources prior to ~~March~~ **February 1** or the leave will not be approved, except in extenuating circumstances where such leave requests will not be unreasonably denied.

### 17.4.2 Personal Leave

- 17.4.2.1 Professional educators shall be entitled to three (3) days unpaid leave per year for personal reasons. Except in cases of emergency the request for such leave must be made one (1) week in advance in writing.
- 17.4.2.2 Also see paid personal leave in 17.3.2.
- 17.4.2.3 Full-year Unpaid Personal Leaves

A personal leave of absence of one (1) year shall be granted to a contract professional educator upon application prior to the deadline in 17.4.1. At the District's discretion one (1) additional year may be granted. Unpaid year-long personal leaves shall not be granted for professional educators to seek employment in other Portland metro area school districts. There shall be a cap of twenty unpaid personal leaves per school year. Applications received by ~~March~~ **February 1** shall be selected in order of seniority in the District.

For unpaid year-long personal leaves of absence for contract professional educators only, the return from leave language in Section 17.5 would be modified as follows. The contract professional educator would be unassigned from ~~his/her~~ **their** previous assignment and would be subject to reassignment in the transfer process. Such contract professional educators would be **able to participate in the internal phase of the transfer process as an** unassigned professional educator.

- 17.4.2.4 An unpaid personal leave of absence of up to one (1) year may be granted to a probationary professional educator upon application. At the District's discretion, one (1) additional year may be granted. Probationary professional educators approved for unpaid leaves of absence shall follow the return from leave language in Section 17.5.

#### 17.4.3 Child Care Leave

- 17.4.3.1 A child care leave (maternity, paternity or adoption) shall be granted for any period up to one(1) year. **Other child care leave may be granted for up to one (1) year.** A professional educator requesting such leave shall give at least thirty (30) days written notice except in extenuating circumstances. Requests for a full year leave beyond the first full school year must be made prior to ~~April 15~~ **February 1** or the leave will not be approved, except in extenuating circumstances where such leave requests will not be unreasonably denied. The provisions of ORS 342.840 shall apply to probationary unit members. This leave provision shall not apply to temporary professional educators. **Employees may choose whether use paid leave under the PFMLI and/or under Section 17.2.1 for part or all of the leave under this section.**

- 17.4.3.2 The District may require that the expiration of child care leaves coincide with the natural breaks in the school calendar so that the educational continuity is maintained.

#### 17.4.4 Exchange and Other Teaching Leaves

- 17.4.4.1 A leave of absence of up to two (2) years may be granted to a contract professional educator upon application, for the purpose of participating in:
- a. Exchange Teaching Programs
  - b. Foreign Military Training Programs
  - c. Peace Corps
  - d. Teacher Corps
  - e. Job Corps
  - f. VISTA
  - g. Institutions of Higher Learning

- 17.4.4.2 The professional educator must **provide evidence of enrollment in** ~~be a~~ full-time participant in any such program and state ~~his/her~~ **their** intention to return to the District.

#### 17.4.5 Unpaid Career Development Leave

A leave of absence of up to one (1) year (must be at least one full term) may be granted to a professional educator upon application for the purpose of career development reasonably related to his/her professional responsibilities. At the District's discretion one (1) additional year may be granted.

#### 17.4.6 Study Leave

- 17.4.6.1 Up to ten (10) FTE study leaves with District paid insurance shall be granted yearly.
- 17.4.6.2 Requirements and Procedures for Study Leaves

- a. Application forms will be available in the Human Resources Department and in the Office of the Association.
- b. Each candidate for study leave must ~~consult~~ **inform with their** his/her principal or immediate supervisor.
- c. Completed applications shall then be sent to the Human Resources Department which shall present the requests to the Study Leave Committee for evaluation.
- d. Completed applications with all necessary information for fall semester for full year study leaves must be filed with the Study Leave committee by the second Monday in February preceding the year of study leave. Such applications for study leave for Spring Semester must be filed by the second Monday in October preceding the Spring Semester.
- e. Each applicant must submit an explicit outline of the study **and proof of enrollment**. The professional educator must maintain a minimum of twelve (12) quarter or **equivalent** semester hours each term **for a full-time leave or pro-rated for a part-time leave** while on leave. The applicant must give ~~his/her~~ **their** signed assurance that the plans are or are not conditional or dependent upon unresolved grants or other limited factors.
- f. Professional educators requesting study leaves of absence must submit with the application for such leave a current health form provided by the District for this purpose, properly filled out and signed by a duly licensed physician attesting to the professional educator's satisfactory health.
- g. Study leaves will not be considered a break in consecutive service for the purpose of calculating salary schedule placement, seniority or retirement credit.
- h. **Educators that have a minimum of 3 (three) years at the District are eligible for a Study Leave.**
- i. **Study leaves are granted in order of seniority if they meet the five 3 (three) years of service at the District minimum requirement.**
- j. **Any member denied Study Leave will have the right to appeal the denial to Employee and Labor Relations for reconsideration of the application. Such appeal shall not preclude the member from filing a grievance.**

#### ~~17.4.6.3~~ Study Leave Committee

- ~~a. The Study Leave Committee shall be comprised of one (1) administrator appointed by the Superintendent and three (3) professional educators appointed by the Association for three (3) year terms, with one (1) member being appointed each year. The chairperson of the committee shall be selected from among the three (3) professional educators on the committee. In addition, a representative from the Human Resources Department shall be designated as ex-officio member of the committee and shall serve as custodian of all applications for leaves and shall keep appropriate records of committee action.~~
- ~~b. The Study Leave Committee will have responsibility for the administration of the study leave program for professional educators as follows:~~
  - ~~i. It shall make selections for study leaves.~~
  - ~~ii. It will notify all applicants of approval or rejection of study leave requests. Notice of acceptance or rejection will be made by the first Monday in March for the following fall or school year, or the second Monday in November for the spring leave.~~
  - ~~iii. The Study Leave Committee will receive and consider requests for reconsideration from applicants previously denied leaves by the Study Leave Committee.~~

#### ~~17.4.6.4~~ Selection Criteria

~~Selection will be made by the Study Leave Committee. Selection shall be based upon the~~



following criteria:

- ~~a. A balance of the needs of the applicant and the needs of the District. The needs of the applicant shall refer to leaves intended for study in his/her ~~their~~ current assignment area. The needs of the District shall refer to new assignment areas in the District or to existing areas where insufficient number of professional educators exist. The District will furnish the Association by the second week in January with a written description of such needed assignment areas and appropriate supportive data~~
- ~~b. A proportionate distribution among eligible elementary, secondary, and special education applicants~~
- ~~c. Priority consideration will be given to applicants who have not previously received a study leave~~
- ~~d. Length of service in the District.~~

#### 17.4.6.5 Status While on Leave

- a. A professional educator on study leave shall be considered to be in the employ of the District but is not performing work on behalf of or serving as an agent of the District while on leave.
- b. A professional educator on study leave shall retain all rights of contract status, retirement, insurance, sick leave, and automatic increases in salary as if ~~she/he~~ **they** were working during the period of leave. A study leave shall be counted as a year of service and experience on the salary schedule.
- c. In case of injury to, or other illness of the professional educator during leave which prevents ~~his/her~~ **their** completing the purpose of the leave, the study leave will be terminated and all provisions for sick leave will apply. These provisions will take effect on the first day of the next pay period following notification of illness to the Study Leave Committee and the Superintendent, verified by a medical report.
- d. After illness or injury as in Paragraph (3), upon release by appropriate medical authority the employee shall, when possible, be returned to regular duty for the remainder of the school year or shall be reinstated on study leave.

#### 17.4.6.6 Status Upon Returning from Study Leave

- a. A professional educator taking a study leave who wishes to return to ~~his/her~~ **their** worksite must have so indicated on the application form at the time the professional educator applied for the leave. In such case, a professional educator replacing the member on study leave shall be subject to re-assignment at the conclusion of the leave. If the professional educator has indicated in writing at the time of the application that ~~she/he~~ **they** doesn't wish to return to ~~his/her~~ **their** worksite, ~~she/he~~ **they** shall be considered as an unassigned professional educator as described in Article 18: Transfers.
- b. Upon returning from study leave to ~~his/her~~ **their** position, the professional educator is subject to transfer according to the provisions of Article 18: Transfers.

#### 17.4.7 Military Leave

- 17.4.7.1 Military leave of absence, including participation in the reserves, shall be granted to any professional educator who shall be inducted or shall enlist for military duty in any branch of the armed forces of the United States.
- 17.4.7.2 Experience credit will be granted to persons on military leave in accordance with ORS 408.270.

#### 17.4.8 Association Leave

- 17.4.8.1 A leave of absence for up to five (5) years for the President of the Association and up to four (4) years for two (2) additional positions shall be granted to a professional educator upon



application by the Association for the purpose of serving as an officer of the Association or on its staff. The District shall continue to pay such professional educator(s) and provide benefits in the normal manner but will be reimbursed by the Association for the cost of salary and fringe benefits. Upon completion of such leave, a professional educator will be returned to the previous school or program if there is a vacancy within that professional educator's licensure. When no such vacancy is available, the professional educator will be returned as unassigned. Upon return from such leave a professional educator shall be placed on the salary schedule as if ~~s/he~~ **they** had been working each year of the leave. A released time PAT officer shall be considered "competent" in the grade level/subject held prior to taking Association leave.

- 17.4.8.2 The Association agrees to consider carefully each request for release time for professional educator. Although leaves for short terms without loss of pay may be granted upon recommendation of the Office of the Superintendent or designee, the District will not pay for substitutes to cover classes while members are away from their classes on business of the Association. The Association shall pay the cost of such substitutes upon receipt of billing from the District Business Office.

17.4.9 Political Leave

A leave of absence for up to two (2) years with up to an additional two (2) years upon request shall be granted to any contract professional educator, upon application, for the purpose of campaigning for, or serving in, public office.

17.4.10 Other Leaves

- 17.4.10.1 When the schools and school offices are officially closed by the Superintendent, all professional educator shall be paid in accordance with the law.

- 17.4.10.2 Unit members who are assigned to tasks outside their regular responsibilities shall not have this time charged to any leave category.

- 17.4.10.3 The District, at its discretion, may extend leaves or grant other leaves requested by professional educator.

17.5 Return from Leave

- 17.5.1 A professional educator taking a leave for up to one (1) school year may return to ~~his/her~~ **their** previous position unless the position has been discontinued. Professional educators taking leaves for more than one (1) school year **may** be subject to reassignment. **A professional educator taking a leave for more than one (1) school year may return to ~~his/her~~ their previous position upon approval of the District.**

- 17.5.2 ~~A professional educator wishing to return from an unpaid leave of absence shall so notify the Human Resources Department as required by the District.~~ **Professional educators are expected to return from an unpaid leave of absence shall not suffer any financial loss.** A professional educator returning from an unpaid leave due to disability shall, upon request, submit a written statement from a qualified physician attesting to the professional educator's ability to resume ~~his/her~~ **their** duties.

- 17.5.3 A professional educator shall be returned to employment on the first workday, during the regular school year, following the expiration date as set forth in the Board action approving the professional educator leave. A professional educator returning from an unpaid exchange or other leave, or unpaid leave of less than one-half (1/2) of the school year, or a paid leave shall be placed on the salary schedule as if ~~s/he~~ **they** had been teaching during said leave. A professional educator returning from any other form of unpaid leave (more than one-half (1/2) of the school year) shall be paid at the next step on the current salary schedule above the one occupied during the last full work year prior to commencement of the leave; provided that, should the professional educator return in the same school year in which the leave commenced, the professional educator shall be placed on the salary step held at the beginning of the leave.

- 17.5.4 All accumulated unused sick leave, and credits toward study leave eligibility and all other accrued benefits at the time a professional educator commences a leave of one (1) or more months duration shall be restored upon return to work.





**APPENDIX I  
BILINGUAL OR MULTILINGUAL ABILITY**

- I.1 In the application of the bilingual or multilingual exception to seniority in Section 18.6.2.4 the following interpretations shall apply:
- I.1.1 Bilingual or multilingual shall mean proficiency in reading, writing, speaking and listening equivalent to Advanced Mid using the American Council on the Teaching of Foreign Languages (ACTFL) proficiency guidelines aligned rubric. If an alternate exam, such as the Standards-Based Assessment and measurement of Proficiency (STAMP), is selected, the level of proficiency under that alternate exam will be the equivalent to the ACTFL Advanced Mid.
  - I.1.2 Proficiency shall be established prior to the posting of vacancies in the annual internal transfer process.
  - I.1.3 Professional educators shall be informed of dates and times during the school year that they are able to demonstrate proficiency.
  - I.1.4 **Professional educators who have demonstrated proficiency in a District supported language other than English, will receive an annual stipend of \$1,500. ~~In order to be considered "relevant to the assignment", a minimum of 15% of the students in a school must have in common a language other than English.~~ Professional Educators who have demonstrated proficiency in a language that is not supported by the District and who, according to the October 1 enrollment report using the "Student's Language at Home" report from Synergy, have one or more students/households in their class/caseload who speak the unsupported language shall receive the stipend. Professional educators without classes or caseloads (eg. instructional coaches) who have language proficiency in a language other than English shall receive the stipend if 5% or more of the students/households in a school they serve share that language. The \$1,500 stipend will be increased by the same percentage as the increase applied to the base salary in each contract year. and the professional educator receiving the exception must directly support, on a daily basis, one or more students within this category and be proficient as determined by I.1.1 in the same language.**
  - I.1.5 ~~Prior to December 1 of each year, the District shall notify professional educators in schools that meet the 15% threshold of the opportunity to demonstrate proficiency in the applicable language or languages.~~
- I.2 ~~Beginning the 2021-2022 school year, p~~**Professional educators who have bilingual or multilingual ability relevant to the assignment (as defined in I.1.4) and who have demonstrated proficiency (as defined in I.1.1) will receive a \$1500 annual stipend. [Move this clause 12.1.6 and strike the language of the current 12.1.6]**





**PORTLAND  
ASSOCIATION  
OF TEACHERS**

345 NE 8<sup>th</sup> Ave., Portland, OR 97232  
PHONE: 503.233.5018  
[www.pdxteachers.org](http://www.pdxteachers.org)

To: PPS Bargaining Team  
From: PAT Bargaining Team  
Date: 9-7-23 10:29am

PPS Bargaining Team;

We are writing to express our concerns about the letter given to our Bargaining Team at the end of Mediation August 31<sup>st</sup>. The District gave us a letter stating parts of our proposals they feel are permissive subjects of bargaining.

We have concerns that this was given to us over 230 days into the bargaining process and in mediation. We are also concerned about the relationship and how negotiations move forward if we understand the letter correctly. It is noted that the District seems to be attacking PAT in the media about proposals they are seeming to refuse to bargain about.

We disagree that many of these issues are permissive and reserve the right to bargain about all mandatory subjects. We are also unclear about how the District plans to move forward in these negotiations due to the wording of the letter.

Therefore, we request:

1. Please clarify: Is the District refusing to bargain about the subjects identified in the letter?
  1. If the District is refusing to bargain about these topics, we ask that the District, for the sake of these negotiations reconsider and bargain with us in good faith on the topics listed in the letter and the rest of both parties' proposals.
2. Regardless of the District's stance, please provide counter proposals on Articles 6, 7, 8.
  1. We have not received a counterproposal on these topics since February 14, 2023 for Article 6 and May 11th for Articles 7 & 8. Based on the letter received at the end of our last session, the District seems to indicate it will not bargain with us on core parts of these articles.

We ask that the District clarify its stance on these topics and engage in good faith bargaining on all open articles moving forward.

Sincerely,

PAT Bargaining Team

