

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 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

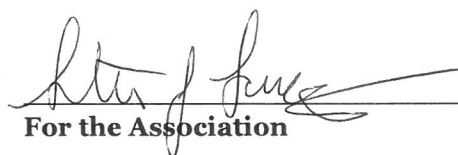
10.4 Instructional Time

The District and Association recognize and value instructional time. To that extent the district commits to having a standardized assessment footprint that, as a target, aims to have the total average time of all district mandated standardized assessments to not exceed 0.65% of instructional time at each grade level as calculated by the district based on the assessment guidelines of each assessment provider. 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.

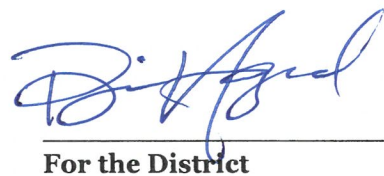
- 10.5 **Ownership of Materials and Publications:** Unless otherwise provided by a separate contract, the respective rights of an employee and the District as to ownership of materials and publications developed by the employee are to depend upon the origins of the material in question, as follows:

- 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 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).

Article 10 Tentative Agreement

 11-16-23

For the Association Date

 11/16/23

For the District Date

ARTICLE 15 RETIREMENT

15.1 Unused Sick Leave

Pursuant to Chapter 646, Oregon Laws 1973 (Senate Bill 622), the District shall request that the Public Employees Retirement Board add to the gross amount of salary used in determining the "final average salary" as defined in ORS 237.003(12) (for utilization in determining total retirement allowances) the monetary value of one-half (1/2) of the accumulated unused sick leave for each professional educator of the District.

15.2 Early Retirement Incentives

15.2.1 Insurance

- 15.2.1.1 The District shall contribute to the School District No. 1 Health and Welfare Trust the cost of medical/hospitalization prescription plan for professional educators who:
- elect early retirement and are eligible to retire under the Public Employees Retirement System (PERS);
 - have completed at least fifteen (15) years of service with the District by September 30, 2020;
 - are at least sixty (60) years of age eligible to retire with PERS, but not yet eligible for Medicare; and
 - are eligible under such plan then offered by the Trust.
- 15.2.1.2 The District shall pay one-half (1/2) of the cost for the spouse/or domestic partner (as defined in Appendix C) of the retiree enrolled in the Plan.
- 15.2.1.3 For retirees, the list of benefits in existence on the date of execution of this Agreement shall be maintained by the District for the full term of this Agreement.
- 15.2.1.4 Professional Educators eligible under this section may self-pay the ~~for such~~ cost of benefits following the exhaustion of the entitlement set forth above ~~shall be available for qualified early retirees exercising this option to age sixty (60). This provision shall also apply~~ for up to five (5) years or until eligible for Medicare, whichever comes first, for professional educators who become unable to work because of disability as determined by PERS or the Disability Insurance Program provided by the Health and Welfare Trust. A qualifying retiree below age sixty (60) must elect to have District contributions commence upon retirement, but the District shall then cease its contributions at the end of sixty (60) months. Such professional educator may continue to maintain his/her coverage on a self-pay basis until age sixty-five (65).

15.2.2 Stipend

- 15.2.2.1 The District shall provide an early retirement incentive of four hundred twenty-five dollars (\$425) per month to professional educators of half-time or more who elect early retirement.
- 15.2.2.2 To qualify, professional educators must meet the following criteria:
- They must be eligible to retire under the Oregon Public Employees Retirement System; and
 - They must have accumulated fifteen (15) years of service with the District by September 30, 2020.

15.2.3 Such payments shall extend for sixty (60) months or until the professional educator reaches age sixty-two (62), whichever is first. A professional educator must give written notice of retirement no later than sixty (60) days prior to the effective date. Upon death of a professional educator receiving the early retiree incentive, the remaining payments will be made to the surviving spouse or estate of the retiree.

15.2.4 The District and Association shall form a workgroup to meet and explore alternatives to early retirement incentives for Tier 3 professional educators that will serve as an incentive to retain mid-career members and to be cost neutral to the District.

15.3 Early Notice of Retirement

Professional educators who give early notice of retirement shall receive early notice incentives in accordance with the provisions of Section 18.2.

15.4 Re-employment of Retirees

Professional educators who retire under the Oregon Public Employee Retirement System ("PERS") on or after December 1, and who the District re-employs between the Retiree's PERS retirement date and June 30 ("Retirees") are eligible for the benefits under this section.

15.4.1 The Retiree

15.4.1.1 Must have a PERS retirement date on or after December 1, and no later than June 1;

15.4.1.2 Must have submitted a written District Resignation Form ending District employment prior to the Retiree's PERS retirement date; (Note: Under PERS rules the PERS retirement date is the first of the month after an employee ends District employment. For example, if a professional educator ends employment on the last contract day before Winter Break, ~~his/her~~ **their** PERS retirement date would be January 1. If a professional educator ends employment on January 1, ~~his/her~~ **their** PERS retirement date would be February 1.); and

15.4.1.3 Must declare in writing his/her request to begin a new employment relationship with the District as a Retiree in the Retiree's prior position through the end of the work year or June 30, whichever first occurs. This written notice must be submitted to the District as part of the District Resignation Form no later than thirty (30) calendar days before the PERS retirement date.

15.4.2 The District will report all unused earned sick leave to PERS, except as stated in Section 15.4.4.2.c.

15.4.3 A Retiree will be re-employed by the District in the position that the Retiree held on the Retiree's date of resignation only if all of the following conditions are met:

15.4.3.1 The professional educator elects to retire between December 1, and June 30 of that school year; and

15.4.3.2 No internal transfer options are identified; and

15.4.3.3 There is no one on layoff status who is qualified for the position.

15.4.4 Any period of reemployment between December 1, and June 30, is a new employment relationship between the Retiree and the District as outlined below:

15.4.4.1 A re-employed Retiree is expected to demonstrate reliable and regular attendance at work and meet all expectations of the assignment.

15.4.4.2 Pay and benefits for re-employed Retirees are set forth below:

a. Insurance coverage under the District's insurance for active employees shall continue through July 31, if permitted by the terms of such insurance.

b. Retiree will be paid at ~~his/her~~ **their** pre-retirement rate of pay, less the 6% PERS pickup.

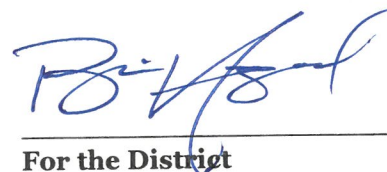
- c. Retiree will retain one (1) day of sick leave for each month worked, beginning the first month after his/her retirement date, and ending with the month in which the work is completed or June 30, (whichever comes first), but will not be eligible for any other District paid leaves.
- d. Retirees will not have access to professional growth or professional improvement funds.
- e. The PAT/PPS collective bargaining agreement may contain other pay or insurance provisions that apply. A Retiree performing duties such as coaching or advisor work following his/her retirement date is paid pursuant to the District/PAT collective bargaining agreement and time spent performing such extra work counts as hours for the purpose of the PERS maximum hours calculation.
- f. For purposes of clarifying the language under the PAT/PPS collective bargaining agreement regarding the Early Retirement Incentive Stipend ("ERI"), a Retiree will begin to receive the ERI upon retirement, which means "separation from service" under Internal Retirement Code Section 409A. The ERI is intended to comply with the requirements of Code Section 409A, and will be interpreted in a manner consistent with the intent.

- 15.4.5 This new employment relationship between the District and the reemployed Retiree will end on the last day of the work year in June. In no event will the Retiree's reemployment extend beyond June 30.
- 15.4.6 Promise of employment as a Retiree after the end of the contract year in which he/she retires is neither stated nor implied.
- 15.4.7 Section 15.4 shall expire one year after the successor contract is ratified.

Article 15 Tentative Agreement


For the Association

11-16-23
Date


For the District

11/16/23
Date

ARTICLE 16

EXTENDED RESPONSIBILITY

- 16.1 Professional educators with an extended responsibility assignment as set forth in Appendix B, attached to and incorporated in this Agreement, shall be compensated in accordance with the provisions of this Agreement without deviation.
- 16.2 Extended responsibility pay is for activities and responsibilities performed, primarily outside the standard workday. It is understood that, except for those that are extensions of the classrooms or job assignment, extended responsibility pay positions are voluntary. Extended responsibilities may require work outside of the standard workday and/or work year. If there is a desire to change or increase these requirements, the District or Association must refer the changes to the extended responsibilities committee. Only mutually agreed upon changes shall be implemented.
- 16.3 Extended responsibilities that are an extension of the assignment are indicated in Appendix B by (*). Such extended responsibilities shall be required and shall be automatically calculated in the professional educator's salary. If the school does not have a regular classroom assignment (e.g., no newspaper class), the extended responsibility would not be included under this section. In such cases, the extended responsibility would be voluntary. Extended responsibilities that are an extension of the assignment as indicated in Appendix B by (*) are covered by Article 8.
- 16.4 When part-time professional educators hold an extended responsibility, the percentage of the extended responsibility shall be determined by the portion of the responsibility for which they are responsible. For example, a .5 FTE professional educator who is responsible for a full coaching extended responsibility shall be paid 100% of the extended responsibility rate. However, a .5 FTE TOSA shall receive .5 of the extended responsibility rate with the expectation that ~~she/he~~ **they** perform .5 of the extended responsibility duties.
- 16.5 Professional Educators shall not be required to participate in non-district sponsored activities as a prerequisite to being placed in extended responsibility positions.
- 16.6 Professional Educators may request information regarding the general expectations for the extended responsibility assignment before accepting the assignment.
- 16.7 The Extended Responsibility Base rate shall be the **BA+15 BA**, step 1 rate. All extended responsibility percentages in Appendix B shall be calculated using this base rate.
- 16.8 Placement on the extended responsibility schedule shall be based on prior experience in the particular position. However, experience in a category with more than one level shall apply to another level (e.g., vocal music A and B). Experience as an assistant coach shall not be counted toward experience as a head coach.
- 16.9 Experience credit shall be given for each year in a particular extended responsibility position.
- 16.10 With the exception of extended responsibility positions that are an extension of the classroom or assignment, extended responsibility positions are voluntary, but when filling these positions, the District will give first priority to current bargaining unit members.
- 16.11 Educators who volunteer and are approved to lead student affinity groups before school, during student-lunch times, or after school shall be provided a release period or Extended Responsibility at 3% of the base salary. Bargaining unit members who co-lead an affinity group will receive a prorated extended responsibility pay. The district shall dedicate funding for affinity groups. The affinity groups will be determined by the administrator based on the student population, needs, and interest within each school. Whenever practical, affinity group providers should mirror the affinity population of students. ~~Educators of color who led affinity groups during 2019-2020 or 2020-2021 shall be considered when determining paid affinity group leader positions for the 2021-2022 school year. In addition, the District will fill the affinity group positions following Article 16.10.~~



16.12 Training for Coaches

The District may require the current hours of online training units and completion deadlines for coaches as long as the coaches can direct when the online training takes place. If other online training is required, coaches shall be paid at the professional educator's hourly rate, or at the BA+15 ~~BA+0~~ step 1 hourly rate for bargaining unit members who have an ER assignment but no additional classroom/job assignment as a PAT bargaining unit member (ER-only bargaining unit members). Training for coaches other than self-directed online training is voluntary and paid at the professional educator's hourly rate, or at the BA+15 ~~BA+0~~ step 1 hourly rate for ER-only bargaining unit members.

16.13 Extended Responsibilities Committee

16.13.1 A joint committee of six (6) members, three (3) designated by the Association and three (3) by the District, shall be formed within 90 days of the ratification to review the extended responsibility schedule (Appendix B).

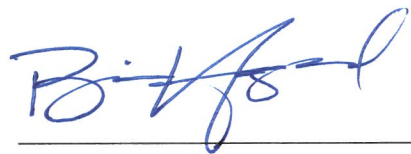
16.13.2 This Committee is expected to:

- 16.13.2.1 review and/or develop current job descriptions for all extended responsibilities positions, starting with the technology coordinators and TOSA job descriptions;
- 16.13.2.2 develop a comparison of the extended responsibilities pay with comparable positions in other school districts in the Portland metropolitan area, starting with the athletic director and head coaches' positions;
- 16.13.2.3 develop a classification system for extended responsibilities taking into consideration the number of students, number of events, hours worked and length of season;
- 16.13.2.4 make recommendations to the Superintendent and the Association President in the rate of pay based on the classification system developed above;
- 16.13.2.5 make recommendations to the Superintendent and the Association President for deletions, additions and changes to the list of position on the extended responsibilities schedule; and
- 16.13.2.6 develop a system to review requests to add new extended responsibilities positions or to change the rate of pay for current positions based on the point systems developed above.

16.13.3 ~~The Committee shall meet by October 31, 2019. The findings of the committee shall be presented to the Association and District bargaining teams by no later than January 31st, 2025. The parties shall bargain changes to Extended Responsibility with the intention of implementing an agreement for the 2025-26 school year.~~ Recommendations from the Committee will be considered in the ~~2020 2025 2023~~ successor bargaining unless the parties mutually agree otherwise.

Article 16 Tentative Agreement

 11-16-23
For the Association Date

 11/16/23
For the District Date

ARTICLE 20 REDUCTION IN STAFF/LAYOFF

20.1 Notification of Reduction in Force/Layoff

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

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

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

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

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

20.1.4 Technology

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

20.2 Lay-off

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

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

- 20.2.3 Professional educators who do not have recent experience in the subject or grade level where they seek to be retained may nevertheless qualify as competent if they have completed recent (within the most recent five years) training that is agreed upon by both the district and the professional educator as adequate preparation for the assignment or are willing to complete training applicable to that subject or grade level. TOSAs, mentor teachers, and other specialists who work primarily with adults shall qualify as being competent in the subject area or grade level that they previously occupied within PPS even if they have been out of the position that primarily provides direct service to students for longer than five years. This provision shall also apply to released-time PAT officers.
- 20.2.4 If the professional educator asserts a right to be retained in a position(s) where ~~he/she~~ they has not had recent training or experience as defined above, the District and professional educator shall review the professional educator's training and experience to that date and determine the course of training to be completed. The District shall reimburse the professional educator for tuition according to Section 21.2.2 for any credit hours required by the District in this retraining plan. Professional educators may use their 12 hours of tuition reimbursement for a two-year period without limit in any one year for coursework required by the retraining plan. If the District and professional educator mutually agree, mentoring or other educational opportunities may be substituted for all or part of the college or District in-service credit required. The District shall provide final notification of the training or additional education requirements to be required and the timeline required, and the professional educator shall either accept the training as a condition of accepting the position or shall decline and thus be laid off.
- 20.2.5 Following the implementation of a layoff, the District may administratively transfer professional educators in accordance with Article 18 who remain as necessary to meet staffing needs.
- 20.2.6 If a professional member is to be/is fully or partially laid off and a portion of an assignment becomes available for which the professional educator is licensed and competent, the District shall assign the FTE to the professional educator or offer to recall the professional educator to that portion of the assignment. Professional educators who are partially laid off (have reduced FTE) shall have recall right to the portion of their position that was reduced. However, the District may reduce and/or increase FTE ~~between .5 and .66, .67 and .74, and/or .75 and .99 following~~ Article 7 part-time FTE fluctuation without this resulting in a layoff.
- 20.2.7 No bargaining unit position in the District shall be considered "vacant" for purposes of ORS 342.845(5) if filling the position with a non-extended administrator would cause another professional educator to be laid off, or if there is a professional educator on the recall list who would otherwise be entitled to be recalled to that position.

20.3 Layoff Benefits

- 20.3.1 The District shall provide medical benefits to professional educators who are laid off for a period of three (3) months following the month in which their coverage would otherwise end. The laid off professional educator may then continue medical benefits at their own expense in accordance with the provisions established by the Health and Welfare Trust.
- 20.3.2 Professional educators covered by this article shall be given consideration for work as a substitute; such will not affect the professional educators' recall rights.


20.4 Recall

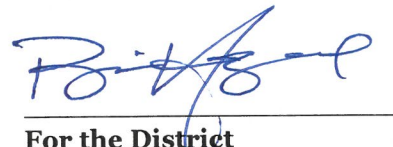
- 20.4.1 Professional educators who are laid off shall have the responsibility when asked originally to notify the District of their interest in and willingness to be recalled. They must reaffirm such interest by notification to the District's Human Resources Department, in writing, if asked, on or before April 1 of every year for three (3) years following their effective date of layoff.
- 20.4.2 Professional educators who are laid off shall be recalled to positions they are licensed and have competence or will qualify as competent (as defined in Section 20.2) to fill when a vacancy occurs, in the order of most senior first.
- 20.4.3 A professional educator who has been laid off may refuse one (1) job offer without loss of recall rights.
- 20.4.4 Professional educators who are recalled for an FTE amount less than their FTE amount at the time of layoff may decline the position and remain on the recall list until another position becomes available

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

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

Article 20 Tentative Agreement

 11-16-23
For the Association Date

 11/16/23
For the District Date

