



2013-2016

*Licensed Agreement*

*Between*

*Oregon Trail School District No. 46*

*&*

*East County Bargaining Council*

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## **PREAMBLE**

It is mutually agreed that being involved in education is an engagement in one of society's learned professions. Educators are characterized as conforming to the ethical standards of this profession as defined by the Teacher Standards and Practices Commission. Educators possess special knowledge of an art, co-curricular activity or occupation requiring skill. This special knowledge enhances instruction and learning in partnership with our surrounding community. As such, professionals are continually presented with problems requiring immediate decisions, the solutions to which show concern for the overall well-being of students, teachers, administrators, support staff, and board members.

## ARTICLE 1 – RECOGNITION

- A. This Agreement is entered into between the Oregon Trail School District Board of Education of School District No. 46, Clackamas County, Oregon, hereinafter referred to as the “District,” and the East County Bargaining Council, herein referred to as the “Council,” an affiliate of the OEA and NEA.
- B. The Board recognizes the Council as the exclusive collective bargaining representative with respect to wages, hours and conditions of employment as set forth in Oregon Law, Chapter 243, for the term hereof, of all regular licensed employees and Child Development Specialists who are employed by the District excluding all administrative, confidential, supervisory, and classified personnel.

- C. Definitions

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

1. Employee: all unit members represented by the WEA/ECBC in the bargaining unit as defined in the paragraph above.
  2. Probationary: an employee who has not completed the probationary period. An employee is probationary for his/her first three years of employment.
  3. Licensed: all employees required, as a condition of employment to possess an academic certificate, license, degree or the equivalent, issued by the TSPC, the State of Oregon, an institution of higher education, or a professional society.
  4. Substitute: anyone employed to take the place of a regular employee who is temporarily absent.
  5. Temporary: anyone employed to fill a position designed as temporary or experimental or to fill a vacancy that occurs after the opening of school, because of unanticipated enrollment, or because of death, disability, retirement or resignation or employment termination of a regular employee.
- D. It is the intent of the Agreement to set forth the full agreement between the parties pertaining to wages, hours and conditions of employment for personnel included in the bargaining unit.

## **ARTICLE 2 – MANAGEMENT RIGHTS**

- A. It is recognized that the Board has and will continue to retain the exclusive rights, authority, duties and responsibilities to operate and manage the school system and its programs, facilities, properties and job activities of its employees, except as limited by this Agreement. Such rights, authority, duties and responsibilities shall include:
1. The right to determine location of the schools and other facilities of the school system, including the right to establish new facilities and to relocate or close old facilities.
  2. The determination of the financial policies of the District, including the general accounting procedures, inventory of supplies and equipment procedures and public relations.
  3. The determination of the management, supervision of administrative organizations of each school or facility in the system and the selection of employees for promotion to supervisory management or administrative positions.
  4. The maintenance of discipline and control and use of the school system property and facilities.
  5. The determination of safety, health and property protection measures where legal responsibility of the Board or other governmental unit is involved.
  6. The right to enforce the policies and rules now in effect and to establish new policies and rules from time to time not in conflict with this Agreement.
  7. The direction and arrangement of all working forces in the system, including the right to hire, suspend, discharge or discipline, or transfer employees subject to this Agreement.
  8. The right to relieve employees from duty for poor or unacceptable work, subject to this Agreement.
  9. The creation, combination, modification or elimination of any teaching position.
  10. The determination of the size of the working force, the allocation and assignment of work to employees, the determination of policies affecting

the selection of employees, and the establishment of quality standards and judgment of employee performance.

11. The determination of the layout and equipment to be used and the right to plan, direct and control school activities and determination of the subjects to be taught.
12. The right to establish and revise the school calendar, establish hours of employment, to schedule classes and assign workloads; and to select textbooks, teaching aids and materials, as per ORS 337.120.
13. The right to make assignments for all programs of an extra curricular nature after consultation with and consideration of the concerns and consent of the affected employee.

## **ARTICLE 3 – COUNCIL PRIVILEGES**

### **A. INFORMATION**

Upon written request, the District agrees to furnish the Council with all information necessary for its function as exclusive bargaining representative. The Council agrees to reimburse the District, however, for the reasonable costs incurred in development and delivery of information when it is not readily available. If the District charges the Council for development and delivery of information that is not readily available, the District will not charge the Council more than the District charges the public. The Council may submit a request for an estimate of likely costs at the time the information is requested. The Council shall be allowed the use of the inter-school courier system and teacher mailboxes.

### **B. USE OF SCHOOL BUILDINGS**

The Council will have the opportunity to use school facilities for Council meetings provided that such meetings shall not interfere with the normal school operations or special meetings and classes and provided that the building supervisor has given prior approval and the building custodian is on duty or when the District has granted special permission.

### **C. USE OF SCHOOL EQUIPMENT**

The Local Chapter shall have the opportunity to use school equipment, e.g. District email, copiers, etc., at reasonable times when such equipment is not otherwise in use for District purposes. As a condition of such use, it shall be the Council's responsibility to record all materials and supplies used and to submit an accounting of same to the District for billing on a monthly basis. Upon receipt of a billing from the District, the Local Chapter shall pay the reasonable cost of all materials and supplies incidental to use of the equipment and for any repairs necessitated as a result thereof.

### **D. COMMUNICATION**

The District will provide a designated location in each faculty room for the Council to post bulletins. The Council will provide the desired bulletin board.

### **E. ASSOCIATION/ COUNCIL RIGHTS**

1. So long as it is the recognized bargaining representative, the rights and privileges of the Council and its representatives as set forth in this Agreement shall be granted only to the Council.
2. Upon written request (at least forty-eight hours in advance to the office of the Superintendent), the President of the Local Chapter shall be provided up to fifteen (15) contract days release time per school year for purposes not

included in Article 7 (H). The Council shall reimburse the District for an amount equal to the cost of a substitute teacher for each day taken.

3. Whenever any teacher is required by the District to participate during working hours in negotiations, grievance processing, conferences or meetings, he/she shall suffer no loss in compensation.

#### F. FACULTY MEETINGS/IN-SERVICE

1. Upon request, a Council Representative will be allowed to make brief announcements during staff meetings.
2. The District will schedule one (1) district-wide staff meeting during the fall for Council officers to meet with the employees for up to one (1) hour. The District agrees to set aside one hour of in-service time after ratification for the Council to discuss this Agreement. This shall be in addition to the time given to the Council at the fall in-service. The Council shall consult with the Superintendent to arrange the scheduled time.
3. The administration will consult with a teacher committee in development of staff in-service programs as scheduled by the District.

#### G. DEMOGRAPHIC INFORMATION

1. The District shall provide the Council with all teachers' current listed names, addresses, phone numbers and assignments by October 1 of that school year.
2. Nothing contained herein shall be construed to deny any teacher his/her rights under the constitutions of the United States and the State of Oregon.

#### H. COPIES OF AGREEMENT

The District shall provide copies of the Agreement to all teachers in the bargaining unit. The costs of the copies of the Agreement will be borne equally by the District and the Council.

#### I. BOARD AGENDA, MINUTES AND POLICIES

1. A copy of the agenda and written materials that are public and non-confidential for any Board or budget committee meeting shall be given to the Council on the regular distribution schedule to School Board members and District administrators.
2. The District will provide the Local Chapter president with 24-hour written notification of all non-emergency board meetings. A representative of the

Council shall be allowed a place on the agenda of Board meetings for input on issues of concern.

3. Proposed District policy additions and/or revisions will be furnished to the Council before the Board meeting at which the first reading is anticipated. Copies of all adopted policies, rules and regulations will be given to the Council as soon as they are adopted.
4. The Board shall consult with the Association on any fiscal, budgetary, or tax programs, construction programs, considered or proposed annexation or consolidation, or revisions of educational policy that are proposed or are under consideration. The Association shall be given opportunity to consult with the Board and to make recommendations with respect to these matters prior to their adoption.

#### J. NEW HIRE ORIENTATION

The District shall compensate all New Hires with an additional hour of pay outside their contract day to be paid at a rate equal to their per diem rate. This additional one (1) hour of pay is for the sole purpose of meeting with the Association during In-Service week to receive a new hire orientation.

## **ARTICLE 4 – RIGHTS OF EMPLOYEES**

### **A. PERSONAL FREEDOM**

The personal, life of a teacher is not a matter of appropriate concern or-attention of the District, so long as it does not interfere with the teacher’s contractual work responsibilities.

### **B. ACADEMIC FREEDOM**

- a. Controversial materials that are presented and discussed shall be relevant to the course content in accordance with the curriculum program of the District. A representative selected by the Council shall be included in any committee charged with advising the Board in a dispute over questioned or challenged materials.
- b. The District will not use recording or listening devices in the classroom for the purpose of teacher evaluation without getting prior written consent from the teacher being recorded. The school intercom shall not be used to listen to classroom proceedings or to private conversations in the classroom.
- c. Student test scores, test results, and/or an analysis of such scores or results shall not be recorded in an employee’s personnel file or used as a foundation for evaluation, except as required by SB 290.

### **C. ORGANIZATION RIGHTS**

Teachers shall have the right to organize and to join and assist the Council and to participate in professional negotiations with the District through representatives of their own choosing.

### **D. SUBSTITUTES**

An employee shall be given the opportunity to recommend a substitute for an extended leave of absence. Final approval of a substitute shall be at the discretion of the District.

## **ARTICLE 5 – GRIEVANCE PROCEDURE**

### **A. DEFINITIONS**

1. Grievance - A “grievance” is a contention or claim by a teacher, class of teachers, group of teachers, or the Council based upon an interpretation, application or alleged violation of the terms of this Agreement.
2. Aggrieved Person - An “aggrieved person” is a teacher, class of teachers, group of teachers, or the Council who initiates a grievance. A “class” grievance may be filed only where the alleged violation affects a clearly defined class; i.e., all teachers in the District, all teachers in a school building, all teachers in a department. A “group” grievance may be filed only when two (2) or more teachers have a like kind of grievance. In such instances the “group” of teachers may join together in filing a single grievance.

### **B. PURPOSE**

The purpose of this procedure is to secure, at the lowest possible level, orderly solutions to the problems which may arise from time to time under this Agreement. Failure of an aggrieved to pursue a grievance under the time limit specified at any step shall constitute a resolution of the grievance in accordance with the District’s response to the previous step. Failure of the District to give a response within specified time limits shall permit the aggrieved to proceed to the next step.

### **C. PROCEDURE**

1. Method - Both parties agree that it is desirable to keep these proceedings informal and confidential.
2. Time Limit - The parties agree that it is desirable to process grievances rapidly. Therefore, it is agreed that the number of days indicated at each level shall be considered as a maximum. Notwithstanding the above, time limits specified may, however, be extended by mutual written agreement.
3. The terms “days” shall mean contract days. Grievances that have to do with involuntary transfers, reduction in force, dismissal or nonrenewals/nonextensions and which are filed on or after May 1 will be processed based on calendar days. The parties reserve the right to extend the timelines on any grievance by written mutual consent.
4. Level 1 - Immediate Supervisor/Principal  
Step 1: Informal conference -- Within twenty (20) days after the event is known or reasonably should have been known by the teacher as a

grievance, disputes shall be thoroughly discussed between the aggrieved and his/her immediate supervisor to seek grounds for resolution. The aggrieved shall have the option of being represented by a person of his/her choice. The immediate supervisor shall respond in writing within five (5) days. If the decision that led to the grievance was made by a District administrator other than the Superintendent, the Step 1 Informal Conference shall be held with that administrator. If the decision that led to the grievance was made by the Superintendent, the written grievance shall be filed with the Superintendent within 30 days and the grievance procedure shall commence at Level II.

Step 2: Written Grievance -- In the event the problem has not been resolved at Level One, Step One, the aggrieved shall, within ten (10) days after the decision of the informal conference, prepare and submit to the immediate supervisor a written statement of such fact, setting forth: (a) the Article of the Agreement allegedly violated; (b) the nature and extent of the injury or loss; (c) the results of the previous discussions of the grievance; (d) the remedy sought. Within ten (10) days the immediate supervisor shall render a written decision to the aggrieved.

5. Level 2 - Superintendent

Step 1: Within ten (10) days of receipt of the decision, the aggrieved may file an appeal in writing to the superintendent.

Step 2: Within fifteen (15) days of receiving the appeal, the superintendent shall meet with the aggrieved and render a written decision setting forth the supporting reasons for the decision. A copy of the decision shall be provided to the Council at the same time.

6. Level 3 - Board of Directors

If the aggrieved is not satisfied with the disposition of the grievance at Level 2, or if no decision has been rendered within ten (10) days after the grievance was delivered to the superintendent, whichever is sooner, s/he, in concert with the Council, may submit the grievance to the Board of Directors. If the Board of Directors wants to hold a hearing on the grievance it shall do so within a period of ten (10) days after the hearing has been requested. The Board of Directors shall issue a written decision on the grievance within five (5) days of the completion of the hearing. The aggrieved, in concert with the Council, may request a private or public hearing. If the Board chooses not to hold a hearing on the grievance, the aggrieved, in concert with the Council, may proceed to Level 4 within fifteen (15) days of receipt of the Board's decision not to conduct a hearing at Level III.

7. Level 4 - Arbitration

If the aggrieved is not satisfied with the disposition of his/her grievance at Level 3, the aggrieved may request the grievance be submitted for binding arbitration. Submission for binding arbitration must be with the concurrence of and by the Council. In such cases, the following procedure shall apply:

- a. To initiate the process, the Council must submit a written notice of intent to arbitrate to the superintendent within fifteen (15) days after the aggrieved is in receipt of the board's decision.
- b. Any arbitration will be conducted in accordance with the Voluntary Labor Arbitration Rules of the American Arbitration Association in effect at the time (hereinafter referred to as the "AAA Rules") of the hearing.
- c. Within ten (10) days after such notice of written intention to submit to arbitration, the parties will attempt to agree upon a mutually acceptable arbitrator and to obtain a commitment from such arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the 10-day period, a request for a list of arbitrators may be made to the Employment Relations Board by either party and five (5) additional days shall be allowed for this purpose. Such request shall specifically state that the parties desire that seven American Arbitration Association qualified arbitrators be provided.

Within five (5) days of receipt of such list the parties shall select an arbitrator by alternately striking names from the list; the party to strike the first name shall be chosen by lot.

- d. The arbitrator so selected will confer with the representatives of the parties and hold hearings promptly and will issue his/her decision not later than thirty (30) days from the date of the close of the hearings, or, if oral hearings have been waived, then from the date the final statements and proofs are submitted to him/her. The arbitrator's decision shall be in writing and shall set forth his/her findings of fact, reasoning and conclusions on the issues submitted. The arbitrator will be without the power of authority to make any decision that requires the commission of an act prohibited by law or which is a violation of the terms of this Agreement. The decision of the arbitrator will be submitted to the Board and the Council and will be final and binding upon the parties.

- e. The costs for the services of the arbitrator, including per diem expenses, if any, and his/her travel and subsistence expenses and the cost of any hearing room will be borne equally by the District and the Council. All other expenses will be borne by the party incurring them.
- f. The names of any witnesses who will be used in arbitration must be made known to the other party seventy-two (72) hours prior to the first arbitration session.

D. GENERAL PROCEDURES

- 1. The aggrieved may be represented at all steps of the grievance procedure by a representative of the Council.
- 2. If the aggrieved does not choose to have the Council represent him/her, the Council shall have the right to be present and state its views at all levels of the grievance procedure.
- 3. The District and its administrators shall cooperate with the aggrieved in the investigation of any grievance.
- 4. All documents, communications, and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.
- 5. Meetings and Hearings -- Except as otherwise provided by law, meetings and hearings under this procedure shall not be conducted in public and shall include only such representatives of the District and the aggrieved and their designated or selected representatives heretofore mentioned in this Article.
- 6. No reprisals shall be taken by the District against any party in interest, any representative, or any other participant in the grievance procedure by reason of such participation.
- 7. Up to one representative from each building where an aggrieved teacher(s) works will be granted release time for the purpose of meeting with District representatives when such meetings are scheduled during teacher working hours.
- 8. Any violation of Article 14, Complaint Procedure, may be processed through the grievance procedure.

1. PLAN OF ASSISTANCE MORATORIUM

1. For employees who meet the definition of “teacher” under the provisions of ORS 342.815 (9) and pursuant to ORS 342.895 (5), a moratorium shall be placed on grievance timelines while an employee is on a program of assistance.
  - a. This moratorium applies only to grievances related to the evaluation procedure and programs of assistance that exceed ninety (90) calendar days.
  - b. This moratorium does not apply to any grievance (including those related to evaluation and the program of assistance) that was initiated prior to the time the employee was given a written program of assistance.
  - c. When an event occurs (as proscribed by statute) that causes the moratorium to be lifted, The District will notify the employee and the Association, in writing.
  - d. The employee/Association will, then, have thirty (30) workdays from the time of said notice to file grievances that were subject to the moratorium

## **ARTICLE 6 – LABOR MANAGEMENT COMMITTEE**

- A. The parties agree to form a labor management committee. The purpose of this committee is to improve communications between the licensed staff, the Council and the District.
- B. The labor management committee will not have the authority to engage in negotiations nor will its actions be considered a substitute for the grievance procedure.
- C. The Council and District shall each appoint four Representatives to serve on the labor management committee.
- D. Issues brought to the labor management committee by either party shall be dealt with informally.
- E. The committee will make every effort to meet on monthly basis except during the months of June, July and August. The parties may mutually agree to conduct additional meeting if extenuating circumstances exist.
- F. Building Level Employee Relations
  - 1. The Building Representative and Principal, or their designees, shall make every effort to meet once a month to discuss matters involving licensed staff in their school and/or programs, decisions, events, policies, et al, that may impact licensed staff in their school.
  - 2. These meetings are to be considered “informal” in nature and therefore the meetings themselves, or lack thereof, cannot be cause for a grievance. Any grievable matter brought into the meeting, however, which does not get resolved during that meeting, may be continued to Step 2 of the grievance process.

## ARTICLE 7 – PAID LEAVES

All paid leaves provided under this Article which are charged to an accrued leave account (sick leave, emergency and personal business leave, and Council leave) shall be charged at a minimum of one-half day if a substitute must be hired to cover the absence for employees teaching in a self-contained classroom. All days in this article are contract days unless otherwise noted.

Employees other than those teaching in a self-contained classroom will be charged leave usage on a hour for hour basis on whole hours (a portion of an hour will be charged as a full hour of leave usage) unless a substitute must be hired solely to cover the absence of one employee in which case leave will be charged in one-half day (4-hour) increments.

The Council may request in writing and the District shall provide an annual accounting of leave usage to the Council by September 1 of each school year for the immediately preceding year.

### A. SICK LEAVE

1. In accordance with ORS 332.507, every employee holding a regular full-time position shall accrue ten (10) working days sick leave for each school year. Sick leave is for the employee's illness or injury but may also be used to care for an ill or injured family member in accordance with the Oregon Family Leave Act (OFLA) or the Federal Family and Medical Leave Act (FMLA). Sick leave not taken shall accumulate for an unlimited number of days. Employees shall be permitted to use their accumulated sick leave for absences as permitted by OFLA and/or FMLA including parental and pregnancy disability leaves.
2. Employees who have exhausted all paid leaves due to a catastrophic illness are eligible for donated leave under the District's Catastrophic Leave Program (see "B," below).
3. An employee who exhausts his/her sick leave and has a serious illness or injury shall be granted an additional fifteen (15) days of sick leave in the event the Catastrophic Leave Bank is depleted prior to the employee receiving at least fifteen (15) days of leave from either or both sources combined. Once an employee receives at least fifteen (15) days of leave from either or both sources combined, s/he will no longer be eligible for fifteen (15) days under this section of Article 7. A serious illness shall be defined as an injury, illness, impairment, physical or mental condition requiring inpatient care, illness, disease or condition that poses imminent danger of death is terminal in diagnosis with a reasonable possibility of death or requires constant care.
4. Employees shall have the right to take up to seventy-five (75) days sick leave accumulated in other Oregon districts. The accumulation, allowed, however, shall not exceed that carried by most recent employing district. Transfer of sick leave from another Oregon district shall not be effective until the employee has

completed thirty (30) working days in the School District.

5. Sick leave shall be credited to employees on the first day of the school year. However, if an employee terminates during a school year and has used more sick leave than what has accrued, the value thereof will be deducted from the employee's final check.
6. Every employee holding a regular part-time position shall accrue sick leave with pay in proportion to the relationship their basic workweek has to forty (40) hours.
7. The principal shall be responsible for control of abuse of sick leave privileges. The employee may be required to furnish a certificate issued by a licensed medical physician or other satisfactory evidence of illness, to the principal at District expense. All medical records shall be confidential.
8. Sick leave benefits shall be applied to employee retirement as provided pursuant to ORS 238.350.
9. When an employee will be absent from work due to illness, he/she shall make reasonable effort to give notice to the principal or the person designated by the Superintendent to receive such notice no later than 6:30 a.m. on the first day of illness. If the absence is for consecutive days, the principal should be notified of probable date of return.
10. An employee returning from an illness, whether or not sick leave benefits have been paid, may be required to submit to a medical examination or other medical evaluation at the expense of the District in order to establish medical fitness for the duties of the position before returning to work.
11. Each employee shall receive a statement of accumulated sick leave days with his/her final paycheck of the school year.
12. Injury on Duty. Absence due to a compensable injury as defined in ORS 656.005(8)(7) and incurred in the course of the employee's employment shall not be charged against the employee's sick leave days. Notwithstanding, upon request, the District shall, to the limit of the employee's accumulated sick leave, pay such employee the difference between the employee's regular salary compensation only for those days that are compensable

**B. CATASTROPHIC LEAVE**

The District and Council shall maintain a catastrophic leave time bank, which is defined as time donated by employees to a common pool for use by employees on designated Catastrophic Leave.

**C. BEREAVEMENT LEAVE**

- 1 Bereavement leave with full pay shall be allowed up to three (3) contract days for each occurrence of death in the family during any school year. An additional two contract days shall be granted in the case of the death of a

spouse, child, or member of household. The time necessary to attend the funeral of a friend shall be allowed up to one (1) contract day. However, at the discretion of the Superintendent or designee, additional days may be granted.

2. For the purpose of Bereavement Leave, “family member” is defined as a spouse, domestic partner, parent, child, sister, brother, aunt, uncle, grandparent, grandchild, parent-in-law, daughter-in-law, son-in-law, step brother, step sister or step parent.
3. Cases other than family may be approved by the Superintendent or designee upon the request of the bereaved employee.
4. Bereavement leave without loss of salary may be granted by the Superintendent or designee when an employee requests leave for the purpose of attending a funeral. The length of absence shall be arranged with the Superintendent or designee in each individual case.

#### D. OTHER PAID LEAVES

1. Each member of the bargaining unit will be allowed to take up to four (4) days of discretionary leave per year upon submission of a request for such leave.
2. The District will not require the employee to state the reason for the leave and the leave may be used to extend a weekend or holiday.
3. Teacher must ensure that a qualified substitute is available and scheduled for the time period of the discretionary leave unless circumstances prohibit, such as a personal emergency.
4. Teachers shall receive compensation at half their per diem rate for any unused portion of this leave. Teachers may only cash out their accrued discretionary leave at the end of the school year. No carry-over of this leave is permitted.
5. Teachers who use sick leave for a sick child forfeit their right to personal leave sell-back per number four (4) above for the year in which the sick leave was taken to care for a sick child.

#### E. MISCELLANEOUS PROVISIONS

For purposes other than bereavement leave, immediate family is defined as spouse, domestic partner, child, parent, parent-in-law, grandparent, brother, or sister, or any other individual for whom the employee has legal custodial responsibilities.

#### F. COURT APPEARANCE

1. No deduction shall be made from the salary of an employee who is required to appear in court provided the employee is not a party in interest or appearing on behalf of an action being taken against the District. Under such circumstances, leave shall be without pay.
2. No deduction shall be made from the salary of an employee who is required to serve on a jury.
3. Any remuneration to a witness or a juror, less expenses, derived from such appearances shall be paid to the District as a condition of receipt of regular pay for the days involved.

#### G. MILITARY LEAVE

Military leave shall be granted in accordance with state and federal law. The district shall reimburse employees for the difference between their military pay and district salary whenever they are called to active military duty. This offset will be paid for up to fifteen (15) contract days of military leave each year.

#### H. PROFESSIONAL LEAVE

1. The Superintendent may authorize absences for professional purposes.
2. Examples of professional leave are:
  - a. Occasional visiting of other school systems.
  - b. Active participation in subject matter programs/workshops, or training sessions.
  - c. Other professional opportunities which will likely extend the outlook and improve the service of the employee.
3. The employee shall make application to the District Office for the authorization of professional leave ten (10) contract days in advance of its occurrence and receive the approval of the principal. The Superintendent may waive the ten (10) day requirement, if appropriate.
4. The employee shall be responsible for making adequate classroom preparation, as determined by the immediate supervisor, for the released time.

I. COUNCIL LEAVE

Up to a total of fifteen (15) contract days shall be provided as leave of absence for Council members to attend conferences or meetings designed for contract negotiations and administration. Two (2) days of any such leave granted will be provided at District expense, while the remaining, thirteen (13) days respectively, substitute employee expense will be reimbursed to the District by the Council if a substitute is hired. Requests for Council leave must be made in writing at least four (4) contract days prior to the event for which such leave is requested and must include attendance approval from the Council, when feasible.

J. OTHER

1. Absences not otherwise provided for herein may be approved at the sole discretion of the Superintendent.
2. A leave taken in accordance with this Article should not break or interrupt seniority and service shall be counted as if the employee were not on such leave.

## **ARTICLE 8 – SABBATICAL LEAVE**

Sabbatical leave is the opportunity offered by the District for the purpose of self-improvement and benefit to the school system through study or research. As appropriate, the District agrees to include in its initial proposed budget funds sufficient for one (1) sabbatical leave per fiscal year. In the event funds for the sabbatical leave are not included in the final adopted budget, no sabbatical leave shall be granted for that fiscal year.

- A. A teacher to be considered for a sabbatical leave must have taught for five (5) consecutive years.
- B. All applications must be submitted by the first Monday in March for a sabbatical leave to commence the following school year. The Superintendent shall have the responsibility for administering the sabbatical leave program.
- C. The teacher will be notified by June 1, in writing, whether his/her application has been accepted or rejected by the District.
- D. PROGRAMS SUBJECT TO SABBATICAL LEAVE:
  - 1. Study in an approved institution of higher learning.
  - 2. Writing of a doctoral thesis.
  - 3. Independent study approved by the Board.
  - 4. School projects approved by the Board.
- E. STIPEND AND OTHER BENEFITS
  - 1. Each successful applicant shall receive  $66\frac{2}{3}$  percent of his/her current contract salary for a maximum of one (1) year of sabbatical leave.
  - 2. Sabbatical leave shall be considered a year of experience on the salary schedule.
  - 3. The District agrees to pay the stipend in equal amounts.
  - 4. The District agrees to provide the insurance coverage outlined in the contract.
  - 5. The District agrees to maintain the teacher's right to sick leave and retirement previously accrued.

6. The teacher shall have the right to apply and receive tuition reimbursement as though he/she were a full-time teacher.

F. TERMS OF SABBATICAL LEAVE

1. Upon returning to teaching, the teacher agrees to submit a report, if requested, to the Superintendent, the Board and the Council concerning the sabbatical program.
2. The salary advance in a standard contract year by the District during the term(s) of leave will be considered an interest-free loan. Said loan shall be the total of all wages, fringe benefits mandated by law (i.e., PERS, FICA, etc.) and fringe benefits provided under this Agreement (i.e., medical, dental insurance, tuition reimbursement, etc.) paid to or on behalf of the teacher for the year of the sabbatical. The total amount of the interest-free loan shall be considered paid in full after one full year of full-time service has been completed subsequent to completion of the sabbatical program. If less than a full year of service with the District is completed, a pro rata portion of the loan will be owed to the District based upon the relationship the portion of the school year not worked bears to that of a full school year.
3. Upon return from leave, the teacher shall be given an assignment within the scope of his/her licensure.
4. If a teacher fails to complete the sabbatical program for which he/she applied, or if a teacher fails to complete one (1) year of service with the District subsequent to completion of the sabbatical program, the amount of the loan shall begin accruing interest at 9 percent (9%) per annum charged monthly on the unpaid balance. The loan shall also be payable to the District in monthly installments with a three (3) year amortization of principal plus interest.
5. A teacher who is prevented by death or illness from completing the sabbatical program or the year of service subsequent to return from sabbatical shall not be liable for repayment of monies received as provided above.

If a teacher fails to complete the sabbatical program or the year of service subsequent thereto for reasons other than death or illness, the Board may waive all or a portion of the repayment requirement if at its sole discretion it finds such waiver justified.

6. As a condition of receipt of sabbatical leave the teacher shall be required to enter into a contract with the District that addresses each of the provisions covered in this section.

## ARTICLE 9 – UNPAID LEAVES

### A. FAMILY LEAVE

All days in this article are contract days unless otherwise noted.

1. Family leave shall be granted to any regularly employed teacher for the purpose 1) of child bearing and care of the eligible employee's child, or placement for adoption or foster care of a child with the employee; 2) care of an immediate family member (spouse, child, parent, grandparent or grandchild) who has a serious health condition; or 3) care of the employee's own serious health condition. A request for such leave shall be made as soon as the date of the expected birth is known or the adoption is finalized.
2. In the case of family leave, the leave shall begin at a time agreed to by the teacher and the District. At the time a leave is requested the duration of the leave shall be established, subject to mutually agreed upon modifications for unforeseen circumstances.
3. In arranging for this leave, the teacher shall inform the District in writing of her/his intention to do one of the following:
  - a) Return at the end of the period designated as Family Leave.
  - b) Return at the beginning of the next grading period.
  - c) Remain out for the remainder of the school year and return the following school year.

If the birth or adoption is to take place during the summer vacation period, the teacher shall have the option of returning at the beginning of the school year, the end of the period of disability, the beginning of the second nine-week grading period, or the beginning of the following year.

4. If an employee uses their full complement of FMLA/OFLA leave (12 weeks), s/he may take up to the remainder of the school year off in which the FMLA/OFLA leave terminated and still be returned to the position s/he vacated before the absence. If the affected employee is given an extension beyond this period at the approval of the Administrator, the district will make every effort to return the teacher to the specific position s/he vacated at the commencement of Family Leave. Employee's

returning from such leave to regular full-time employment in the District shall retain all benefits accrued prior to taking leave.

5. A teacher on family leave must work at least 135 contract days in a bargaining unit position in the school year during which the leave is taken in order to be credited one (1) year of experience on the salary schedule and sick leave credited as per law.
6. The 12 weeks of FMLA/OFLA leave will run concurrently with the unpaid leave described in sections 1 through 6, above.
7. An employee is entitled to a total of 12 weeks of unpaid leave during a 12-month period in accordance with the Family and Medical Leave Act and the Oregon Family Leave Act. The District shall administer FMLA/OFLA leave in accordance with state and federal statutes.

#### B. PROFESSIONAL LEAVE

A teacher returning to the District after a year of professional leave without pay will be granted one (1) increment of salary under the following conditions:

1. Approved Study

If the teacher has successfully completed the requirement for a master's degree or has successfully completed enough additional quarter hours to be eligible for a salary increase in accordance with the requirements of the salary schedule then in use.

2. Teaching Experience

If the teacher has taught during the year in a public school, he/she may be granted a year of experience and an increment on the current salary schedule. Any other type of teaching experience will be evaluated and a decision rendered by the Administration.

3. Approved Travel

If the teacher has used the year for extensive foreign travel in which at least six (6) months of the year has been devoted to traveling between and living in foreign countries, one (1) increment or step on the current salary schedule may be allowed.

4. No combination of two (2) or more of the above methods may be used to get more than one (1) horizontal or vertical increment on the salary schedule.

C. PERSONAL OR SHORT TERM

1. Two (2) contract days of non-accumulative personal leave per school year shall be granted for purposes not covered by other leaves. Forms for such leave shall be completed by the employee and submitted to the employee's immediate supervisor. The District shall have the right to inquire as to the reason for this leave and determine the teacher has exhausted all other possibilities for release time before applying for this leave.

2. Short Term Leave of Absence

Leaves for less than a full school year due to circumstances not provided for elsewhere herein may be granted.

3. Substitute Teaching

A teacher on unpaid leave of absence shall be afforded the opportunity to apply for substitute teaching.

D. OTHER UNPAID LEAVES

1. Teachers may request an unpaid leave not to exceed two (2) years in duration.

2. The application for such unpaid leave must be placed in writing and presented to the superintendent by March 1 of the year in which the leave is intended to commence.

a. If the request shall be for a leave of less than one (1) school year, the superintendent shall review the application with the Board, confer with the teacher and reply in writing indicating approval and any conditions which may apply or denial with reasons within thirty (30) calendar days.

b. If the request for the leave is for a full school year or longer, the Administration and Board will confer with the teacher and indicate approval or reasons for disapproval in writing within thirty (30) calendar days.

3. Fringe Benefit Program

Subject to such restrictions as the carrier may apply, a teacher who is on leave may remain an active participant in District fringe benefit programs at his/her own expense.

4. Return of Unpaid Leave

Upon return, the teacher shall be given an assignment within the scope of his/her license. A teacher on unpaid leave under this Article must teach at least 135 contract days in the school year in which the leave is taken in order to be credited for one (1) year on the salary schedule and sick leave credited as per law.

5. Notice of Return

A teacher on an unpaid leave of absence is required to notify the superintendent of his/her intention to return to work:

- a. at least thirty (30) calendar days prior to the end of a leave which expires before the end of a school year; or
- b. by April 1<sup>st</sup> for a leave which expires at the end of the school year unless an exception is granted by the superintendent.

6. Substitute Teaching

A teacher on unpaid leave of absence shall be afforded the opportunity to apply to teach in the capacity of a substitute in the District.

E. Domestic Violence Leave

Leave shall be granted, according to state law, to an employee to address domestic violence, sexual assault or stalking of themselves or a minor child or dependent.

## ARTICLE 10 – TRANSFERS AND VACANCIES

### A. VACANCIES

A vacancy shall be defined as an opening in the bargaining unit which the Board intends to fill.

1. Whenever a vacancy occurs, notice thereof will be posted in the Administration Office. During the school year, notice shall also be posted in each building.
2. Seven or more calendar days shall elapse between the time of the vacancy notice and the filling of the vacancy, except when such vacancy occurs two weeks or less before the beginning of the school year.
3. Staff members who have applied for a vacancy will be interviewed if they possess proper licensure for the position by the date on which the new job begins.
4. The District will notify staff members as soon as possible in writing whether or not they have been accepted for the vacancy.
5. If an employee's request for a voluntary transfer has been denied, he/she will, upon request, receive a written explanation of the reasons from the Superintendent or his/her designee and may request a meeting with the Superintendent or his/her designee to discuss these reasons.
6. Positions filled by an employee returning from leave, temporary teaching positions which are less than a school year in duration, in-building reassignment, and, transfers pursuant to Section C. hereof shall not be announced as vacancies.

### B. TRANSFER REQUESTS

1. An employee who has an interest in possible vacancies for the following school year will notify the Superintendent of such interest, in writing. The notice will include summer phone number and address.
2. Should a vacancy occur, employees who have expressed an interest in writing shall be sent a copy of the vacancy notice.
3. The employee so notified shall have the responsibility of contacting the Superintendent to apply for the position.

C. INVOLUNTARY TRANSFERS

- a. When an employee is involuntarily transferred, he/she will have the opportunity to make known to the appropriate administrators his/her wishes regarding a new assignment. Notice of involuntary transfers will be given to the employee involved at the earliest possible time and before the general staff is notified of the transfer. If possible, the District will notify an employee by June 15 if he/she will be involuntarily transferred.

Written reasons for the involuntary transfer will be given to the employee at the time of the transfer.

2. Employees involuntarily transferred from building to building during the school year shall receive two paid contract days, including holidays, to set up classroom and prepare. For involuntary transfers from building to building prior to the beginning of a school year, the employee shall receive one paid contract day, including holidays.
  3. Employees involuntarily transferred from room to room within the same building during the school year shall receive one paid contract day, including holidays, to set up the new classroom and prepare.
  4. In the event that involuntary transfers become necessary, the District will first request and consider volunteers. Such volunteers will be selected for transfer if they hold the appropriate license. For employees, involuntary transfers shall be based on seniority and licensure with the least senior employee being transferred first. Involuntary transfers are not to be used for disciplinary purposes.
- D. All employees shall be given notice of any assignment change for the forthcoming school year, no later than the last day of the school year, if known by that time. Teachers will be notified of any subsequent assignment changes in writing as soon as possible once the decision is made.

## **ARTICLE 11 – EVALUATION**

1. The District will comply with ORS 342.850 and SB-290, and the Evaluation Protocol as referenced in and attached to this Agreement.
2. The District and the Council agree to create a joint evaluation committee composed of an equal number of members appointed by the District and an equal number appointed by the Council. The committee will be brought together whenever there is a proposal to change the evaluation handbook and the committee will consider any such proposed changes, amendments or alterations. The committee will reach consensus on a final recommendation to the Board. Any such recommendation is subject to approval by the Board.

## **ARTICLE 12 – EMPLOYEE RELATIONS**

- A. No employee in the bargaining unit shall be disciplined, reprimanded in writing, or reduced in salary, without just cause. All information forming the basis for disciplinary action will be made available to the employee and to the Council if the employee so requests. Any violation of this provision may be used as a basis for a grievance; however, this section does not apply to the dismissal of contract or probationary teachers nor to the non-renewal or non-extension of teachers' contracts, nor does it apply to the assignment or to retention in Extended Responsibility assignments.

## ARTICLE 13 – REQUIRED MEETINGS OR HEARINGS

- A. Any time a teacher is summoned to a meeting or a hearing, the subject of which the Board, Committee or Administration knows will adversely affect his/her office, position, employment, or salary, he/she shall be given prior written notice 24 hours in advance of the meeting. Such notice shall include the reason for the meeting. The employee shall be entitled to have a representative of the Council with him/her.
- B. Teachers may, at their discretion, opt to be represented at meetings dealing with Programs of Assistance (POA) with the mutual understanding that the union representative is there in an advisory capacity, only, and does not possess the authority to compel changes to the Administrator's decisions relevant to the tenets, timelines, goals, etc., of the POA itself.

The purpose for allowing teachers to have representation during this process is simply to help mitigate the likelihood of any perceived problems relating to the POA, such as goal measurability and issues of fairness.

The principal shall retain sole authority over all aspects of the meeting to include the composition of those in attendance.

- C. If, during any meeting or conference between the Board, Committee, or Administration and a teacher, the discussion unforeseeably leads to matters, which could adversely affect the teacher's office, position, employment, or salary, the teacher, at his/her option, may remain and complete the meeting or conference. At the completion of the meeting or conference, the teacher shall have twenty-four (24) hours to request another meeting on the subject matter discussed, and such meeting shall be scheduled within twenty four (24) hours and held at the earliest practical opportunity. If the teacher requests such second meeting in a timely manner, no action will be taken as a result of the first meeting until such second meeting is held. The teacher shall be entitled to have a representative of the Council present at such meeting.
- D. Any criticism of an employee by a supervisor, administrator or other agent of the employer shall be made in confidence and never in the presence of others or at public gatherings.
- E. Teachers who are placed on leave pending the outcome of a District investigation and/or disciplinary action shall be placed on paid administrative leave and will remain available to the district for meetings during work hours.

Paid Leave during this period will discontinue if the affected employee has caused unnecessary delays/impediments to the investigation by failing to make him/herself available during normal work hours, by not providing information in a timely manner, by failing to produce necessary facts/evidence needed to complete the investigation, etc.

## ARTICLE 14 – COMPLAINT PROCEDURE

- A. Any person who has a complaint about the actions of an employee shall be encouraged by the administration to make arrangements to discuss the problem with the employee. The purpose of this step is to make the employee aware of the problem and for the parties to make an effort to reach a mutually acceptable solution.
- B. Either party may request a mediated discussion prior to the complaint being reduced to writing. The District will arrange for a mutually agreeable third party to assist the parties in reaching an acceptable solution.
- C. *Written Complaints* –If settlement of an issue is not achieved and the complainant wishes to pursue the matter further, the complaint will be reduced to writing and signed by the complainant. If the complaint is deemed serious enough to be reduced to writing, the following procedures will apply.
- D. *Level I* The building principal or superintendent or his/her designee shall meet with the employee (alleged offender) within five (5) contract days of receipt of the written complaint to discuss the complaint and attempt to resolve the matter to the satisfaction of all parties. A written copy of the complaint shall be made available to the employee at least 24 hours prior to the meeting. The employee will be allowed to present a response to the allegations contained in the complaint. The employee agrees not to discuss the matter with the complainant prior to the resolution or retaliate in any way.
- E. *Level II* If the complaint is not resolved at Level I, then the employee shall have the right to request a meeting with the complainant and hear the complaint directly. The administrator/supervisor shall attempt to resolve the matter to the satisfaction of all parties.
- F. The administrator shall advise the member of the progress of the complaint within fifteen (15) contract days of the initial meeting (Level 1, above), including whether any disciplinary action will be forthcoming.
- G. *Verbal Complaints* – Complaints that are not made in writing to the administrator may be reduced to writing by the administrator. Such complaints, once reduced to writing by the administrator, shall satisfy the requirements of this article so long as the complainant is identified, and the complaint is signed by either the administrator or the original complainant. Once an administrator reduces a complaint to writing, it becomes a written complaint as defined in C above, and sections D, E and F apply.
- H. A record of the complaint and any recommendations for improvement shall be placed in the personnel file of the employee only after the above procedure has been followed. A record of the complaint shall not be placed in the personnel file of the employee if the complaint is found to be without merit.

- I. An employee may attach a written statement to any material placed in his/her personnel file under the provisions of this Article.
- J. Any complaint which the administrator or supervisor chooses not to discuss with the employee or which is not discussed within the required time shall not be considered in the employee's evaluation, shall not be used against the employee in any subsequent action by the District, nor shall any record be kept by the District.
- K. The employee has the right to representation at all levels of the Complaint Procedure.
- L. The procedures set forth in this article shall apply in so much as they do not interfere with any investigative action by law enforcement.
- M. The employee has the right to file a complaint based upon the belief that s/he has been discriminated against due to any of the following: age, race, religion, gender, sexual orientation, national origin, marital status, or physical/mental disability, whether perceived or actual.

## ARTICLE 15 – PERSONNEL FILES

- A. The official files on all teachers are confidential and shall be kept in the office of Human Resources. Access to personnel files shall be permitted to only the Superintendent/designee, Human Resources, applicable administrators (defined as employee's direct supervisor), the employee or other individuals or organizations authorized to have access by the employee.
- B. A teacher may include a statement of rebuttal for any material contained in the file. Such a rebuttal shall be attached to the file copy.
- C. An employee may challenge the accuracy or appropriateness of any material prior to the material being placed in the personnel file. Nothing shall be placed in the personnel file until such time as the material has been deemed to be true and substantiated. Upon the written request of the teacher, materials shall be removed from that teacher's file where the District fairly determines the material is outdated, inaccurate or untrue.
- D. Employee discipline and the charges which resulted in the discipline shall be considered stale after 18 months provided there are no further incidents of misconduct during those same 18 months. A stale document may not be used for any purpose.
- E. If a supervisor chooses to maintain a working file, the contents of the file shall be available to only the immediate supervisor, the employee or the employee's designee. Otherwise, the file is considered confidential.
- F. A supervisor's working file shall be destroyed when the administrator is transferred, terminated, resigns, or otherwise leaves the District.
- G. Any written disciplinary action, including any related document, which is subsequently reduced in severity to an action less than a written reprimand or eliminated through the collective bargaining or grievance process, or any other personnel process, may not be placed or retained in the employee's personnel file. Any discipline that is reduced in severity but which still meets the definition of a disciplinary action appropriate for the personnel file (e.g. letter of reprimand, suspension, or termination) shall be substituted for the original action and maintained in the file in accordance with this Article. The original disciplinary action shall be removed from the file upon substitution of the lesser action.
- H. Teachers will have the right, upon request, to review the contents of their personnel file and to receive a copy of any documents contained therein and shall pay the cost of materials. There shall be only one official personnel file and this shall be kept in the District Office. The teacher shall be entitled to have a representative of the Council of his/her choice to accompany him/her during such

a review.

- I. Before any material of a disciplinary nature is placed in a teacher's file, he/she shall have signed that he/she has read the material and received a copy at the District's expense. If a teacher will not sign, the material will be placed in the file with a notation indicating the refusal.
- J. Only material included in a teacher's personnel file prior to disciplinary action being initiated by the District may be used by the District in a disciplinary action.

## **ARTICLE 16 – PROFESSIONAL IMPROVEMENT**

- A. Teachers may submit application for hours of credit toward salary schedule change for experiences that fall outside of college courses. Such requests shall be directly related to the teacher’s current teaching assignment. The administration may also offer District-sponsored courses sponsored by OMSI (Oregon Museum of Science and Industry), ESD (Education Service District), clinics, or other approved educational experiences.

Normally, equivalency credit will be awarded on the basis of twelve (12) cumulative hours of non-college credit for one quarter hour of college credit.

### **B. INSERVICE PROGRAMS**

1. Within the fiscal limitations imposed by the budget, the District shall provide resources and training to develop and implement District goals, and to foster instructional improvement and professional growth of all teachers. District in-service opportunities will be a major component in assisting teachers in meeting such new licensure requirements as may be forthcoming.
2. The District shall accept approved clock hours for workshops for advancement on the salary schedule. Twelve (12) clock hours of workshop time shall be equal to one-quarter hour of college credit.
3. Employees who opt not to participate in district sponsored programs during normal contracted time, may substitute other staff development activities related to their professional growth. An employee shall submit an alternative program to his/her supervisor for approval.

### **C. PROGRAM CHANGES**

The District acknowledges that prior to or immediately after making instructional or co-curricular program changes not addressed in this Agreement, the District shall notify the Council and shall schedule a meeting with the Council to discuss these changes if such a meeting is requested by the Council within ten (10) working days after such notification.

### **D. ESEA PROFESSIONAL DEVELOPMENT**

Employees engaged in professional development activities in order to fulfill requirements as a “highly qualified teacher” shall have prioritized access to professional development funds and tuition reimbursement.

## **ARTICLE 17 – STRIKES AND INTERRUPTION OF WORK**

- A. The Council and its members, as individuals or as a group, shall not initiate, cause, permit or participate or join in any strikes, work stoppage or slow-down, picketing which results in restriction of work or any other restriction of work for the duration of this Agreement, except as authorized by law.
  
- B. During the duration of this Agreement, the District will not participate in a lockout against the Council and its members.

## ARTICLE 18 – WORKING CONDITIONS

### A. WORK DAY

1. The normal contract day shall not exceed eight consecutive hours including the 30-minute duty-free lunch period provided pursuant to ORS 342.608. Flexible work schedules may be arranged by mutual agreement of the District, Association and employee.

Employees of kindergarten, up to and including fifth grade, shall each receive a morning and afternoon relief break of at least fifteen continuous, duty-free minutes during the student contact day.

Staff meetings will not extend beyond the normal contract day except by mutual agreement between building staff and the principal or where the principal determines extraordinary circumstances require extension beyond the work day.

2. The District may ask employees to attend after school functions during which they will perform specific duties. Extra duty paperwork is necessary to demonstrate preapproval from the administrator to perform an extra duty assignment. All extra duty pay rates are delineated in Article 34, Extra Duty and Extended Pay.
3. The total number of minutes of student contact per day shall not be increased, unless by mutual agreement between the Council and the District or required by law.
4. The District shall make a one-time increase the salary table (2013/14) by an amount equal to one and a half (1 ½) times its current annual cost for extra duty work (in the form of a percentage of total salaries), excluding those contained in Article 34, Extra Duty and Extended Pay, Other Assigned Duties Outside Contract Day and Section F (excluding F1, a-d), which no longer apply.
  - a. The current cost for extra duties under this article is \$114,000. Therefore the district will inflate that amount to \$171,000, divide by the total FTE of all licensed staff and then multiply by the individual's total FTE. As a result, each FTE member will receive an additional \$900 for the three years of this contract cycle, after which each cell of the salary table will be increased by \$900 apart from any COLA increases so long as both parties have agreed to continue with the professional workday.

- b. The \$900 amount takes into account the potential for increased FTE during the term of this agreement.
  - c. During the first contract cycle of this Professional Work Day agreement, the District will disperse a separate payment to each member by the end of the first student contact week.
  - d. Both parties possess the unilateral authority to discontinue the professional workday model and revert to current language at the end of each year of this contract.
5. The increased amount in salaries (#4, above) would only apply to teacher's contract year. Any work outside the contract year would be paid at the teacher's per diem rate.
6. All work performed within the contract year, excluding references made to Article 34 in A.4, above, is covered within the teacher's salary.
7. Teachers are free to arrive and depart from work at a time they deem appropriate so long as they have performed their assigned duties, e.g. classroom instruction, student/parent meetings, staff meetings, extra duties, etc., in an acceptable and timely manner, henceforth referred to as the "Professional Workday."

## B. PREPARATION TIME

1. The District will maintain the current practice for K-12 preparation times.
2. In addition to his/her lunch period and within the normal teaching workday, each full time, regular classroom employee shall have a minimum of duty-free preparation time per week of at least:
  - a. Grades K-5: 450 minutes on a five-day week including before, after and during the student contact day. (which includes B.6)
  - b. Grades 6-12: One class period every full teaching day including before and after school when students are not present. (See B.7 for explanation)
3. Part-time and job-sharing employees shall receive preparation time on a pro-rata basis based on the relationship their assigned student contact time bears on that of a full time employee who is assigned exclusively to the position.
4. Employees who are assigned to more than one of the above categories (i.e., specialists) shall receive the greater amount of preparation time available for applicable categories.

5. As in the past an employee's designated preparation time may from time to time be used by the district for a consultation with the principal and/or for parent consultation without additional compensation or compensatory time off.
6. K-5: The District will provide five (5) 30-minute preparation periods within the student contact week. Administrative meetings during planning time before and after the student day in elementary buildings will be kept to a minimum. In no event will they be held more than once a week unless there is an extenuating circumstance (i.e. peak times of the year).  
  
If extra specialists are obtained at the Elementary level, any additional preparatory time derived from those increases will be distributed equally during the student contact day.
7. 6-12: The District shall provide a daily prep period during the student contact day (215 min per week based on a 5 day week for middle school; 240 min per week based on a 5 day week for high school) during which teachers shall not be assigned any teaching or supervisory duties, except during unforeseen emergencies. The District will foster meaningful collaboration between staff and administration when developing class schedules.

C. GRADING PERIODS

1. K-5: The current grade reporting practice shall be maintained and a full non-student contact day shall be provided for grade preparation at the end of each final grading period. A half day (non-student contact) shall be provided prior to parent conferences.
2. 6-12: A half day (non-student contact) shall be provided prior to each six week progress report /midterm grading period. A full non-student contact day shall be provided at the end of each grading period for final grade preparation. Middle school implementation will occur starting the 2009-10 school year.

D. WORK YEAR

1. The work year shall consist of 190 days including one (1) day of District assigned in-service, four (4) room preparation days for classroom preparation and report card preparation and eight (8) paid holidays as follows:

Labor Day	New Years Day
Veterans Day	Martin Luther King, Jr. Birthday
Thanksgiving Day	Presidents Day
Christmas Day	Memorial Day

The October In-service Day shall be a non-contract day.

2. Kindergarten employees with two sessions of students will receive at least two times the amount of release time received by elementary employees for report card preparation and parent conferencing as determined appropriate by the District.
3. The district shall establish a “pool” of 140 contract days per year for use by eligible employees to work on professional issues. Professional issues include the time demands of IDEA. Eligible employees include those with work sample scoring responsibilities. Eligible employees will apply for the days through the district’s established leave procedure. Eligible employees have one contract day each under this Article that must be used by April 1. The employee will be expected to work on site unless otherwise approved by the principal. The employee will decide when to use the time to best fit his/her individual needs subject to building scheduling needs. If building scheduling needs defer the use of the day until after April 1 then the employee will not forfeit the day.
4. After April 1, if any days remain in the “pool,” employees may apply to the principal for an additional contract day under this Article. The principal will decide to approve or disapprove the request based on:
  - a. Total number of student required work samples;
  - b. Total number of opportunities for work samples required;
  - c. Responsibility for more than one type of work sample;
  - d. The number of days remaining in the “pool.”
5. No employee may use more than two days defined under this Article per year. The number of pool days defined under this Article shall not be carried over to the next school year.
6. The superintendent and association president shall evaluate annually the appropriateness of the total number of days allocated to the “pool.”
7. Student Early Release/Late Arrival Days
  - a. A last work-day-of-the-week early release or late arrival, either after the student contact day or before the student contact day (as determined by the building schedule, not an individual teacher’s schedule), shall be applied to all buildings in the district.
  - b. Early release and/or late arrival days (other than last work-day-of-the-week) for students may be designated by administration. These days will

be used for the purpose of staff development and/or member-directed planning.

- c. During months where the district has scheduled early release time for teachers, half (½) of those release days shall be used for member-directed, collaborative staff development. These staff development plans must be generated through collaboration with, and approved in advance by, the school principal. These days shall not be used as extended prep time for staff.
- d. The building principal, in consultation with building staff, will determine the training priorities for his/her staff on an annual basis. On early release days, any planned in-service or staff development activities will not start until fifteen (15) minutes after student dismissal. On late arrival days, all activities will end fifteen (15) minutes prior to start of school.

#### E. ELEMENTARY WORK LOAD (K-8)

1. Employees who believe their class size or workload or number of special needs students is excessive are encouraged to discuss the situation with the principal in order to consider options for improvement. Where an employee presents a request to the principal for review of class size, the District shall convene a committee consisting of two (2) teachers selected by the Council and two (2) administrators selected by the District. The committee shall be responsible within three contract days of their appointment for issuing a non-binding recommendation to the Superintendent for resolution to the problem.
2. The Council is encouraged to comment on class size problems and to make recommendations to rectify any problem in the class size.
3. The District shall keep and provide the Council with monthly records of class sizes and composition. The number of special needs pupils in each class (severely emotionally disturbed, ESL, EMR, TAG, language delayed, learning disabled, or pupils who have behavioral problems) shall be reported on a quarterly basis.

#### F. HIGH SCHOOL WORK LOAD (9-12)

1. The parties agree to the maintenance of a class size committee with two (2) members selected by the District, two (2) members selected by the Council, and two (2) community members acceptable to the Board and the Council.
2. If the Board subsequently determines that during the life of this agreement that the class size policy needs to be reconsidered, the class size committee will meet to prepare recommendation.

3. The district will make every effort to minimize the number of courses with separate preps.

## H. JOB SHARING

The District and the Council both recognize that circumstances may exist wherein it is mutually desirable to provide for circumstances in which two employees share the duties and responsibilities of a single position.

### 1. Applicability

Job sharing shall refer to two qualified employees having one full-time position. The responsibility for determining whether or not a position is to be shared shall rest with the building principal and be authorized by the Superintendent or his/her designee.

### 2. Application Process

Only current regular half-time or more (not temporary) employees shall be eligible for job sharing. If two employees wish to job share, they shall jointly submit a plan to the building principal by June 1 for the following school year. Job sharing shall be granted annually upon the mutual agreement of the two employees, the building principal, and the Superintendent or his/her designee. If the job share arrangement is to be continued from one year to the next, a new plan must be submitted and approved each year. The plan submitted will specify the specific curriculum and other responsibilities of each of the job share participants.

### 3. Work Rules

All job sharing is to be on the basis of split days or split weeks. In addition, both employees shall attend all open houses, parent conferencing, including IEP's and work full days on all non-student days. The job sharing team shall in the aggregate receive the preparation time specified in Article 18 hereof, however, the provision of Article 18 (B)(2) shall not apply to the individual job share teacher.

### 4. Compensation

Job sharing participants shall be compensated and receive insurance benefits on the same basis as one-half time employees.

### 5. Job Security

Job share participants shall, for the period of the job-sharing assignment,

retain the rights of a full-time employee. Specifically, the teacher shall have the right to return to a full-time position and shall not have the right to remain in a part-time position when the job-sharing assignment is terminated.

I. SCHOOL CALENDAR DEVELOPMENT

It is recognized that the District has the responsibility to set the annual school calendar. Prior to adoption of the calendar, a proposed calendar will be recommended by a committee consisting of the building principals and a teacher representative selected by the Association from each building; reviewed by the Superintendent; and submitted to the Board of Directors.

## ARTICLE 19 – TUITION REIMBURSEMENT

A. For each year of this Agreement, regular full-time teachers shall be reimbursed at one hundred percent (100%) of the Portland State University rate appropriate for the course based on the PSU tuition rate established each Fall each year, or one hundred percent (100%) of the actual course cost, whichever is less, in effect for the quarter attended for up to six (6) term hours or four (4) semester hours per year for graduate or undergraduate courses which have been approved by the administration. The District may approve classes not specific to a teacher's present assignment yet still expands the teacher's endorsement or prepares the teacher for future assignments, including school administrator. The District will also permit reimbursement for Doctoral programs in accordance with the tenets of this Article.

B. Teachers seeking reimbursement for college tuition may do so in either of the following manners:

1. Any term/semester hours in excess of the above, may be submitted for reimbursement during ensuing fiscal years up to the annual amount permitted under this contract. Any employee who elects to have his/her tuition reimbursed in this manner will not be afforded the salary increase commensurate with the receipt of their Masters degree until such time as the employee has been fully reimbursed for all those hours.

If an employee elects to have his/her salary increased as a direct result of his/her qualifying degree (Masters) at the time the degree is earned, then the District will no longer reimburse that employee for hours earned in previous fiscal years, which have yet to be reimbursed.

OR

2. The teacher will be allowed up to three (3) hours accumulation of tuition reimbursable hours from fiscal year to fiscal year. Distance learning courses will be permissible for tuition reimbursement and salary advancement. This decision shall be made as part of the approval process.

C. Applications for reimbursement shall be filed with the District Office and must be accompanied by a fee receipt and evidence of course completion. Alternatively, prepayment of tuition may be allowed in one of two ways: First, the teacher and District may agree upon a direct prepayment by the District to the institution providing the course; or second, upon presentation of proof of payment for course hours, tuition reimbursement will be paid to the teacher. The amount advanced for tuition for such courses will be subtracted from the teacher's next paycheck if the course is not successfully completed and documents turned in no later than February 1 for courses taken during fall quarter or May 1 for courses taken during

winter quarter. Proof of successful course completion for spring and summer courses must be submitted by October 31.

1. If a teacher cannot turn in proof of course completion until after May 1, the teacher will enter into a contract to insure that tuition reimbursement funds will be returned to the District should the individual cease work for the District. If a teacher does not return to teach in the District in the new school year, he/she will be credited with tuition reimbursement earned the prior fiscal year but not taken as of June 30, but must repay tuition reimbursement funds which were advanced for the following year.
2. If the teacher is unable to obtain proof of course completion due to difficulties in obtaining documents from the college or university, he/she will notify the District by the above-specified deadlines. The District and the teacher will then agree upon a new date for submitting proof of course completion.

Notwithstanding the above, a teacher must achieve a minimum grade of "C" or "Pass" in any course taken under this Article in order to be eligible for reimbursement.

- D. Teachers new to the District will be reimbursed only for course work taken after the date they actually begin work.
- E. Classes taken during summer term by teachers who are not employed by the District for the following school year shall not be eligible for tuition reimbursement.
- F. The District may conduct in-service programs for teachers during the normal work year. All such courses which are offered or conducted by the District for Staff Development and in-service shall have college credit equivalency for horizontal movement on the salary schedule. Such training programs may require the District to use portions of the funds provided in Section A of this Article to cover the costs of such training. Teachers will be involved in the formulation and development of in-service programs.
- G. Any teacher enrolled in a Masters, Doctoral or required 5th year program shall be permitted up to an additional three (3) credit term hours in addition to those provided in Section A of this Article to support completion of such program.
- H. If a teacher completes the necessary credits for advancement to a higher educational level, advancement on the salary schedule will be either the first contract day of the school year or April 1 if proper verification of successful course completion has been submitted to the District on or before November 1 or May 1, respectively, of the calendar year in which the hours are earned.

## **ARTICLE 20 – COUNCIL SECURITY--PAYMENT IN LIEU OF DUES**

- A. The parties agree that each employee who is a member of the bargaining unit (herein defined), but not a member of the Association/Council, shall contribute to the Association/Council a payment in lieu of dues. The amount of this payment shall be the same as the full, regular dues of an Association/Council member.
- B. Payroll deduction for payment in lieu of dues shall be made by the District in ten (10) equal payments beginning in November.
- C. Bona fide religious tenets or teachings will be recognized in accordance with ORS 243.666.
- D. Any employee who has not certified to the District that he/she had paid his/her dues directly to the Association/Council shall be subject to the provisions of this Article. Certification of direct payment of dues shall be made by the second Friday of September.
- E. The Association/Council agrees to hold the District harmless against any and all claims, suits, orders or judgments brought against the District as a result of the District carrying out its obligations to deduct dues under this Article. The District shall tender to the Association/Council the defense of any such claim and will fully cooperate in such defense.

## ARTICLE 21 – DUES AND PAYROLL DEDUCTION

- A. The District agrees, upon receipt of written authorization, to deduct Association/Council (NEA, OEA, ECBC, WEA) dues monthly for any employee in ten (10) monthly payments. Authorization must be received in the District Administration Office no later than October 1. Such authorization shall continue in effect unless revoked in writing by the employee, in which case Article 20, Council Security/Payment in Lieu of Dues, shall apply. The District shall provide the Council a roster of employees' dues and payment in lieu of dues in the agreed upon electronic format along with each payment.
- B. The District agrees to provide payroll deduction for the following:
- OnPoint Credit Union
  - United Way
  - Group Insurance Dues
  - District Approved Voluntary Tax Sheltered Annuities
  - Military Tax Sheltered Annuities (USAA)
  - Other programs the District, after consultation with the Association/Council, makes available.
1. Any changes in the current 403 B offerings shall be achieved through meaningful consultation with the Association.
  2. It is understood that the District will not be held liable for any errors in these deductions, but will make any proper corrections.
- C. Salary checks shall be available on the fourth Friday of September, October, January, February, April and May; on the Wednesday before Thanksgiving; and on the last day of school before the Winter and Spring vacation unless it is beyond District control. Checks for June, July and August will be available on the last day contracted and after all job requirements have been fulfilled. Teachers shall have the option of receiving their July and August paychecks on the fourth Friday of those months.
- D. In accordance with present practice, direct bank depositing shall be provided by the District so long as it does not result in direct bank charges to the District.

## **ARTICLE 22 – LAYOFF AND RECALL**

In the event the Board in its discretion determines that it is necessary to lay off employees, the following procedures shall be observed:

- A. The District shall first observe the requirements of ORS 342.934 and any other applicable state or federal requirements. All other provisions of this Article shall apply only if such provisions are harmonious with such state and/or federal requirements.

In order to provide the Council an opportunity to make its views known, the Board shall notify the Council prior to finalizing any decision to lay off employees. Such notice shall be provided thirty (30) calendar days in advance, except when due to circumstances that are outside the control of the District, such thirty (30) day advance notice is impractical to provide. An additional, later notice shall include the names of the employees proposed for layoff as soon as such list is finalized.

- B. In the event the Board, in its discretion, determines that a layoff is necessary, then it will determine the members to be retained by means of the following criteria:
  - 1. A determination of whether the members to be retained hold the proper license to fill the remaining position(s).
  - 2. A determination of the seniority of the members to be retained; and
  - 3. A determination of the competence of a member being retained if the Board desires to lay off another member with greater seniority.
    - a. If the District desires to retain a member with less seniority than the member being released under this section, the District will determine that the member being retained has more competence than the member with more seniority who is being released.
    - b. A member who has appropriate licensure but does not have recent experience in the subject area or grade level at which s/he seeks to be retained may qualify as competent if s/he is willing to complete training applicable to that subject matter or grade level. The District shall consider a member's willingness to undergo

additional training or pursue additional education in deciding questions of competence. The district will either provide or pay for any trainings necessary for the member to meet the districts standards for competence.

- c. Nothing in paragraph B, 3, shall be construed to limit the operation of paragraph C, that is, the requirement that a retained teacher be licensed to fill the remaining position.
- C. Nothing in this Article shall be construed so as to interfere with the Board's right to dismiss or non-extend a contract teacher pursuant to the provisions of the Fair Dismissal Law or to dismiss or non-renew a probationary teacher pursuant to ORS 342.835 nor with the Board's rights as stated in section G, 4, below. This Article applies to all layoffs of bargaining unit members regardless of the length of the layoff period.
- D. In conducting a layoff under this Article, the District will first determine the program(s) or area(s) scheduled for reduction or elimination.
  - 1. After such determination, the District will make every reasonable effort to transfer teachers in such program(s) or area(s) to other vacant positions for which they are qualified and properly licensed.
  - 2. The District will make every reasonable effort to combine positions in a manner which allows teachers to remain qualified so long as the combined positions meet the curricular needs of the District and the competence considerations specified in subsection B, 3, of this Article.
  - 3. Layoffs will be based upon the criteria set forth in Section B above.
  - 4. An employee with more seniority, whose position is being eliminated, shall have the right to displace the least senior employee whose assignment s/he is licensed and competent (if applicable) to perform.
- E. For the purpose of this Article, the term "competence" shall be defined as demonstrated ability to teach at the elementary or secondary level based on successful teacher evaluations (as defined by the Evaluation Handbook) and

teaching experience related to the subject area or grade level, or educational attainments but not based solely on being licensed to teach.

F. Subject to the approval of the insurance carrier, employees may continue the group insurance coverage at their own expense during the two-year period following the date of their layoff.

G. Distance learning will not be the reason to layoff a teacher.

H. RECALL

1. If within twenty-seven (27) months of layoff a vacancy occurs within the District for which a laid off employee is fully qualified, such employee shall be recalled pursuant to the following:

a. At the time of layoff, the District shall provide for laid off employees to express in writing a desire to return to the District. The District shall also receive the employee's address for recall notification. In the event of a recall, the District shall notify the employee who has expressed a desire to return to the District by certified mail, return receipt, sent to the last address given by the employee to the District office. The employee will have seven (7) calendar days from the receipt of mailing to notify the District of intent to return. The employee must thereafter report on the starting date specified by the District, providing that this will not be less than twenty-one (21) calendar days from the date the notice of recall was received, or lose all recall rights. If an employee cannot be contacted at his/her address or record (return of certified mailing) as provided for above, then he/she will be considered to have waived all recall rights, unless the employee is under contract in another school district, in which case the employee will be allowed one additional right to recall if the employee so notifies the District within the 21-day time period. In the event the employee refuses a second recall, the employee waives all further recall rights.

b. All benefits to which an employee was entitled at the time of layoff, including unused accumulated sick leave, will be restored to the employee upon the employee's return to active employment, and the employee will be placed on the proper step of the salary schedule for the employee's current position according to the employee's experience and education. An employee will not receive increment credit for the time spent on lay off nor will such time count toward fulfillment of time requirements for acquiring contract status. Employee benefits do not accrue during the time of layoff.

2. In determining which teacher or teachers to recall, the Board will utilize the criteria set forth in paragraph B above. Any teacher who does not accept a recall will lose all further recall rights and will be deemed to have resigned from District employment. Any teacher not recalled pursuant to this Article within 27 months of layoff will be deemed to have resigned from District employment.
  
3. Any "appeal" from the Board's decision on layoff or recall pursuant to this Article shall be by means of a grievance filed pursuant to the Article on Grievance Procedure. The decision of the arbitrator will be final and binding on all interested parties as long as the arbitrator's decision is within his/her jurisdiction. The arbitrator's jurisdiction is further restricted as follows: The arbitrator is authorized to reverse the layoff or recall decision made by the District only if the District;
  - a. Exceeded its jurisdiction;
  - b. Failed to follow the procedure applicable to the matter before it;
  - c. Made a finding or order not supported by substantial evidence in the whole record; or
  - d. Improperly construed the applicable law.
  
4. Any regular employee who is non-renewed or dismissed for the same, and only the same, reason(s) which the Board could have used to conduct a layoff under this Article, will be afforded re-employment rights in accordance with Section H.

## **ARTICLE 23 – TEXTBOOK SELECTION AND ADOPTION COMMITTEE**

- A. Textbooks will be selected upon the recommendation of a District committee whose membership, a majority of which will be comprised of professional staff of the District, will include: teachers from the subject department and/or grade levels, appointed by the District, and parent(s)/community member(s) appointed by the superintendent/designee.
- B. A chair will be elected by the membership of the committee.
- C. The Board shall approve textbook selection after considering committee recommendations.

## **ARTICLE 24 - HEALTH AND SAFETY, EQUIPMENT, FACILITIES AND MATERIALS**

1. The District shall provide a safe and healthful working environment for all employees so employees will not be required to work under unsafe or hazardous conditions or to perform tasks that endanger their health, safety or well-being. Once the District is made aware that a hazard exists, unit members will be informed immediately regarding potential exposure to contagious diseases, illnesses, or environmental hazards. They shall be instructed as to prevention and protection from the diseases, illnesses, or hazards.
2. Pursuant to ORS 339.319 - 339.323, employees shall be informed prior to being assigned to work with or supervise student(s) who evidence deviant behaviors that could present a safety problem to the students or employees. Employees shall be provided with specific information about the known behavior pattern(s) of the student(s) and suggested strategies for managing those behaviors.
3. Employees may report concerns to the appropriate building safety committee representative. Every employee shall have access to a "Work Environment Concern" form located in the office of each work site. Written responses to every concern must be returned to the originator of the concern in a timely manner.
4. No reprisals or discrimination shall be taken against any employee who makes disclosures of unsafe or unhealthy working environment.

### **B. FACILITIES, EQUIPMENT, MATERIALS**

1. The District shall provide a telephone in each staff lounge, and in each building at Firwood. The District shall make every reasonable effort to provide sufficient lines for parent/employee communication.
2. The District agrees to provide each teacher with lockable classroom storage space in the teacher's immediate work area to the extent the District deems it practical and consistent with available facilities.

- C. The District administration agrees to confer with a delegation of two (2) teachers selected by the Council regarding existing lunch, work and conference facilities, to determine the adequacy of such facilities. In the event that administration finds that any or all of these facilities require renovation it shall determine the proper methods of renovation and the feasibility of such renovation and present its

recommendations to the Board for review and consideration. Any action taken by the Board shall be reported to the teachers in the form of a copy of board notes.

- D. With District approval, each teacher shall be permitted to spend up to \$50 per year for classroom related supplies and be reimbursed upon presentation of appropriate receipts. Such reimbursements shall be contingent upon availability of funds as provided in the approved building and/or departmental budget, and consistent with District expenditure policies.
- E. Teachers shall be provided a locked storage unit in their workplace, e.g. locking filing cabinet, in which to keep their personal belongings, such as purses and wallets. If a teacher has not been provided such a locking storage unit, that teacher must inform the district, in writing, of the deficiency prior to any incident.

Any teacher who has not been provided a locking storage unit and who has also advised the district of that deficiency shall be reimbursed up to \$250 per incident for the loss of personal property and for a cash loss of not more than \$50. If the teacher has not informed the district, in writing, of their need for a locking storage unit in advance of such a loss, that teacher will not be reimbursed by the district for any loss of personal property or cash.

Teachers are responsible for the replacement of any lost or stolen keys and any loss of personal property or cash that occurs during the intervening period shall be the sole responsibility of the teacher.

Before seeking reimbursement from the district, the employee shall file the appropriate reports with local law enforcement and their personal insurance company.

## **ARTICLE 25 – INCLEMENT WEATHER/EMERGENCY CLOSURE**

- A. If school is to be closed for a contract day, teachers shall be called through an official telephone tree (if such notification is not made impractical by adverse conditions) or notified through the media (radio, TV, etc.)
- B. If conditions are too hazardous for students to report, teachers shall also not be required to report for duty. The superintendent and the Council shall confer as to adjustments in the calendar which may be necessitated. The superintendent, at a later date, shall make the final decision on the number of days that will be made up and at what time. Such make-up days shall be without additional compensation, provided such days do not exceed the number of contract days specified in the school calendar.
- C. If the students are sent home after a teacher has reported to the worksite, teachers shall be dismissed at the same time students are dismissed.
- D. If a leave day has been scheduled on a contract day when there is a school closure, the leave will not be charged against the teacher's available leave.
- E. There will be no financial penalty for teachers who do not report to school due to school closures because of inclement weather and/or buildings that are unsafe or unhealthy to occupy.
- F. Should the number of hours students are in session drop below the state minimum, teachers may be required by the Board to make up those hours necessary to reach the state minimum at no additional compensation, provided teachers were already paid for that time and not required to work while schools were closed.

## **ARTICLE 26 – TRAVEL**

- A. The District shall pay teachers for all preauthorized expenses for educational meetings, conferences, workshops, observations or events of a similar nature. The teacher shall abide by District procedures regarding reimbursement in order to receive such payment. Notice shall be given to teachers regarding the process for reimbursement.
  
- B. Teachers shall not be required to drive students to activities which take place away from the building. A teacher may do so voluntarily, however, with advanced approval of an administrator. The teacher will fill out the proof of insurance for use of personal vehicle auto form, signed by an administrator prior to the use of the teacher's auto.
  
- C. Teachers authorized by the District to use their own automobile in the performance of District-related activities shall be reimbursed for all such travel at the current IRS rate.

## ARTICLE 27 – STUDENT DISCIPLINE

1. Each building will establish a discipline committee to review specific discipline issues and policies.
  - a. At each school the association will select members to serve on a positive behavior support team and / or discipline committee.
  - b. The PBS and or Discipline committees will have the responsibility of reviewing discipline data for that building and recommending possible courses of action to alleviate concerns (e.g. policy changes, practice changes).
  - c. A member of each team will participate in quarterly meetings with the District's Positive Behavioral Support Team to share building concerns and suggestions.
  - d. When an employee is chosen to represent their association on this committee and attendance is required beyond the normal calendar, the employee shall be paid at the per diem rate. In addition, employees taking training for the discipline committee and/or related issues will have expenses funded by Title grants and authorized by district administration.
2. Administrators/supervisors will meet with the employees annually to establish and/or review disciplinary standards and procedures to ensure uniform enforcement of such standards. Administrators or their designee shall make every effort to inform teachers of students' current and past patterns of classroom misbehaviors that have posed a danger to self and/or others.
3. If a student should disrupt class with his or her behavior, the teacher may remove that student from the class and refer him / her to the administrator in charge of student discipline, or the designee. That administrator or designee will follow board policy, code of conduct and established procedures to determine the appropriate disciplinary action. For those students identified as IEP or 504 the administrator will follow all above and the specifications of the IEP or 504 plans.
  - a. When a student is referred to an administrator, the administrator will inform the teacher of the action taken.
  - b. The administrator or employee may request a conference that includes the employee, the administrator, the parent and the student to discuss the problem and establish a plan to prevent or manage future concerns.
  - c. If an employee deems the student to be seriously disruptive (one who is unmanageable, unresponsive to previous disciplinary action and / or poses a threat to the safety of other students or employees) the student will not be returned to class until a conference with the student, the employee and the administrator occurs. Parent attendance will be requested by the administrator. At this conference a written behavioral plan will be devised that includes the behavioral expectations of the student and possible consequences of continued disruption. A copy will be given to or mailed to the parent.

4. The District shall refer to law enforcement any student who physically abuses, threatens or intimidates an employee.

## **ARTICLE 28 – STUDENT EVALUATION**

Teachers shall maintain the right and responsibility to determine grades and related evaluations of students. No grade or evaluation will be altered without reviewing with the teacher the procedures used in such grading or evaluation. The District will inform the teacher in writing if it changes a grade without the teacher's agreement and the reasons for the change.

## ARTICLE 29 – MENTOR TEACHER

If the District has a Mentor Teacher program, the District will provide \$1,500/year, adjusted annually by the same percentage as the salary schedule in Appendix A for the total of the mentor's annual salary, or appropriate pro-ration if less than a full year, and adhere to the following:

- A. Participation in the mentor program by either the mentor or the protégé (the employee who is being mentored) will be on a voluntary basis.
- B. Mentors will be responsible for peer coaching and demonstrating teaching skills to their respective protégés.
- C. Neither the mentors nor materials used or created by the mentors for their respective protégés will be used to evaluate the protégés.
- D. The assignment of the mentor teacher will be a member of the bargaining unit with at least three (3) years of teaching experience.
- E. The District will follow an open application process for selecting mentors. Internal posting procedures will apply.

## **ARTICLE 30 – EMPLOYEE BASED DECISION MAKING**

- A. The District will follow the provisions of state law in the establishment of the Building Site Committees. The final disposition of any dispute regarding the establishment of Building Site Committees will be resolved through the Oregon Mediation Service.
  
- B. Site Council--The District may establish School Improvement and Professional Development Programs/Site-Based Decision Making Programs/21st Century Schools Councils Programs as provided for under statute, the Oregon Educational Act for the 21st Century, and/or as part of the District's staff/curriculum development program.
  - 1. Any Site Council that is established as a component of such programs shall be composed as provided by law with employee representatives selected/elected by the Association members at each worksite.
  
  - 2. The duties of the Site Council shall be those prescribed by statute.
  
  - 3. No Site Council program and or decision shall violate any District policy, violate any provision of this Agreement, or establish past practice without the approval of the District and the Association. If any aspect of a proposed Site Council program is contrary to the terms of the collective bargaining agreement, said aspect shall be modified to comply with the terms of the collective bargaining agreement.
  
  - 4. When an employee volunteers and is elected to serve on a Site Council at his/her worksite, or to participate in Site Council programs that require his/her attendance beyond the normal calendar, the employee shall be paid at the per diem rate. In addition, employees taking training for Site Council-related issues/programs will have expenses reimbursed by funds set aside for this purpose and will be provided release time as needed.
  
  - 5. Site Councils shall have the authority and responsibility to make decisions regarding school improvement programs, staff development and issues dealing with the implementation of provisions of the Oregon Educational Act for the 21st Century.

## ARTICLE 31 – EARLY RETIREMENT

- A. When a teacher retires under the provisions of PERS, the District shall offer the option of an early retirement program in accordance with the following conditions:
1. The teacher must be eligible to retire and receive benefits under the Oregon Public Employees Retirement System.
  2. The teacher must have completed at least fifteen (15) years of service in the Oregon Trail School District.
  3. The teacher must be in active service in the Oregon Trail School District at the time of retirement unless the individual is on an approved leave of absence granted in accordance with the provisions of the Agreement in effect.
  4. The teacher planning to take early retirement must give written notice to the superintendent at least sixty (60) calendar days prior to his/her retirement date.
- B. The post retirement benefit applies for up to four years to all members, ceasing at age 65. Those members who are 61 by July 1, 2013, will receive the full four years regardless of retirement age. Any eligible teacher who meets the requirements of this Article and retires under PERS will be paid an early retirement stipend of **\$675.15** per month for 48 months based on the average FTE of the affected teacher for the last fifteen (15) years of service. The stipend will be adjusted annually by the same percentage as the salary schedules in the Appendices on July 1<sup>st</sup> of each subsequent year. The stipend will be given as a monthly cash payment and the employee may apply all or part of the payment towards single or two (2) party medical insurance (subject to the rules of the carrier). Retired bargaining unit members may self-pay the insurance until they reach Medicare eligibility (subject to the rules of the carrier and ORS 243.303).
- C. SEVERANCE PAY RETIREMENT OPTION
1. Eligibility
    - a. The Severance Pay Retirement Option shall be extended to any teacher, beginning at age sixty-two (62) and up to sixty-five (65) years of age, who is employed in a full-time teaching position and who has completed seven (7) years, but less than fifteen (15) years of continuous full-time teaching service with the District by age sixty-two (62). No teacher who is eligible for the Early Retirement Option shall be eligible for the Severance Pay Retirement Option.

- b. The teacher may elect to have the Severance Pay Retirement Option take effect on the first (1st) semester (usually mid-January) after the teacher reaches the eligibility requirements, unless an exception is made at the District's discretion.

2. Compensation

On the next regular pay day after the teacher retires, as described in Section A of this Article, the District shall make a one-time severance payment to the teacher in the amount of \$5,000.

3. Notification

Teachers who wish to take the Severance Pay Retirement Option must notify the District in writing sixty (60) calendar days prior to the day the planned retirement is to take effect.

A teacher who works beyond his/her retirement date to complete the school year will have all benefits of the contract except as follows:

- One (1) contract day of sick leave per month will be allowed from the date of retirement
- The District will not make a contribution to PERS
- The employee will have no rights under the Fair Dismissal law or through the grievance procedure (Article 5) for dismissal or termination.
- The employee will have no rights or benefits under Article 16 - Professional Improvement, Article 19 - Tuition Reimbursement and Article 22 - Reduction in Staff

A retiree who works in subsequent years, or a retiree who is new to the District, will be treated as a regular employee with all rights and benefits of the contract with the exception of PERS contributions. (Moved from B)

## ARTICLE 32 – FRINGE BENEFITS

The District will contribute an amount equal to \$1,131 (\$13,572 annually) times the cumulative FTE of all active licensed staff as of September 1 of each fiscal year into a health benefit pool. The per FTE contribution will increase 6% in each successive year of this agreement (\$1,199 for 2014-15 and \$1,271 for 2015-16 respectively).

The Association will determine the monthly benefit dollars to be received for each licensed member. The cumulative sum of those benefits calculated by the Association for its members may not exceed the amount available in the health benefit pool.

The benefit distribution list must be provided to the district prior to the second Friday of September of each fiscal year. New employees hired after the open enrollment period will receive a monthly benefit based upon per FTE pool amount above. Staff who make enrollment changes after the open enrollment period will not be entitled to a change in benefit dollars available.

In the event insurance premium cost exceeds benefit dollars available for a staff member, the affected employee shall pay the difference through a payroll deduction.

Any administrative costs assessed by OEBB shall be considered to be part of premium costs for the insurance program and are subject to the same contribution treatment stated above.

By mutual agreement, the District and the Association may suspend the use of a health benefit pool and revert to the agreement contained in Article 32 (see Licensed Agreement 2008-2012).

### A. BENEFIT-IN-LIEU (Opt Out Clause)

Effective October 1, 2013, employees who elect to “opt out” of full fringe (Medical & Dental) will receive three-hundred (\$300) dollars benefit-in-lieu. The District and the Local Chapter shall investigate and determine the appropriate arrangements to mitigate potential adverse financial impacts. This clause is predicated on the State not retaining the monetary benefit of nonparticipating employees or requiring all employees to take the coverage for which they are eligible.

### B. LONG TERM DISABILITY

Staff will be provided long-term disability insurance coverage through a District paid group plan, subject to the rules of the carrier.

### C. LIFE INSURANCE

The District shall pay the full premium for life insurance coverage for all employees at the same level of coverage as the 1999-01 contract.

D. PART-TIME EMPLOYEES

Employees whose regular scheduled work hours are less than the normal contract day as defined in Article 18 shall receive a pro rata contribution towards the regular District cost of insurance and leaves based upon the relationship their regularly scheduled work hours bear to those of a full time employee. Prorated schedule follows:

Hours per Day	Annual FTE	Benefit FTE
4	0.500	0.50
>4<4.5	>.5<.563	0.563
>4.5<5	>.563<.625	0.625
>5<5.5	>5<5.5	0.688
>5.5<6	>.688<.75	0.750
>6<6.5	>.75<.813	0.813
>6<7	>.813<.875	0.875
>7<7.5	>.875<.938	0.938
>7.5<8	>.938<1.0	1.000

- E. Employees will automatically be enrolled in a Section 125 program that will be used to pay out of pocket premiums. Employees may elect to be withdrawn from the program or to have additional funds added to the Section 125 program.
- F. The District shall host an annual benefits presentation by OEBC on the District's benefits offerings.

## ARTICLE 33 – SALARY

### A. 2013-2014

The salary schedule for 2013-14 is attached as Appendix A and increases each cell of the 2011-2012 salary schedule by 1.5%. Allow longevity and educational step increases as earned.

### B. 2014-2015

The salary schedule for 2014-15 is attached as Appendix B and increases each cell of the 2013-14 salary schedule by 1.5%. Allow longevity and educational step increases as earned.

### C. 2015-2016

The salary schedule for 2016-16 is attached as Appendix C and increases each cell of the 2014-15 salary schedule by 1.5%. Allow longevity and educational step increases as earned.

### E. INDEX

The salary schedule index is attached as Appendix E.

### F. PERS/OPSRP

The District shall “pay” the six percent (6%) employee contribution required by PERS (Ch. 238)/OPSRP (Ch 238(a)). The employer will file any required notices with the Public Employees Retirement Board.

The full amount of required employee contributions paid pursuant to Section B1, above, shall be considered as "salary" with respect to PERS for the purpose of computing an employee member's "final average salary" but shall not be considered as "salary" with respect to PERS/OPSRP for the purpose of determining the amount of employee contribution required to be contributed pursuant to state law.

In the event that during the life of this agreement it becomes impossible for reasons of law, regulation or decision of the courts for the District to make contributions/payments to PERS/OPSRP on behalf of employees, the parties shall enter into negotiations pursuant to ORS 243.698 regarding possible modifications or alterations to employee compensation.

**ARTICLE 34 - EXTRA DUTY AND EXTENDED PAY**

**A. HIGH SCHOOL**

(Percentages are based on beginning steps of Licensed Staff Salary Schedule. First percent for 1-3 years experience, second percentage for more than 3 years.) If in the event there is more than one coach/director/advisor in a specific category, the coaches/directors/advisors involved may divide the stipend as they see fit with the approval of an administrator.

<p><b>CLASSIFICATION A .165/.180</b></p> <p>Head Football Coach          Head Boys' Basketball Coach          Head Girls Basketball Coach          Drama Director          Band Director          Vocal Music Director          Musical Directors – one stipend [(180) to be divided among the Drama, Band, and Choir Directors with distribution determined by the Directors together with the administrator in charge]</p> <p><b>CLASSIFICATION B .140/.160</b></p> <p>Head Track Coach          Head Boys' Soccer Coach          Head Girls' Soccer coach          Head Volleyball Coach          Head Wrestling Coach          Head Baseball Coach          Head Softball Coach          Speech and Debate Coach</p> <p>Musical Accompanists, Vocal Coach, Choreographer and Costumers – two stipends [(160), the combined total to divided among the accompanists, vocal coach, choreographer, and costumers, with distribution</p>	<p><b>CLASSIFICATION C .115/.130</b></p> <p>Head Cross Country Coach          Head Swimming Coach          Head Skiing Coach          Head Boys' Golf Coach          Head Girls' Golf Coach          Head Boys' Tennis coach          Head Girls' Tennis Coach          All Assistant Coaches          Basketball Cheerleading Coach          Football Cheerleading Coach          Athletic Training (per season)          Yearbook Advisor          Newspaper Advisor</p> <p><b>CLASSIFICATION D .095/.110</b></p> <p>Department Heads with no extra prep          FFA Advisor          All Assistant Coaches of          Classification C Head Coach</p> <p><b>CLASSIFICATION E .050/.060</b></p> <p>Department Heads with extra prep          Winter Sport Supervisor          Physical Conditioning Coach</p> <p><b>CLASSIFICATION F .020/.025</b></p> <p>Class Advisor          Ski Club Advisor          French Club Advisor          German Club Advisor</p>
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determined by the Directors together with the administrator in charge]	Spanish Club Advisor National Honor Society Advisor HOSA Key Club Advisor
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**B. ELEMENTARY/MIDDLE SCHOOL LICENSED STAFF EXTRA DUTY SCHEDULE**

(Percentages are based on beginning steps of Licensed Staff Salary Schedule. First percent for 1-3 years experience, second percentage for more than 3 years.) If in the event there is more than one coach/director/advisor in a specific category, the coaches/directors/advisors involved may divide the stipend as they see fit with the approval of an administrator.

Head Coach	11.5%/13% of base *
Assistant Coach	9.5%/ 11% of base**
Head Teacher ES level	5%/6% of base ***
Music MS level	\$312 times the COLA per music teacher per evening performance

- \* Rates same as classification C of the High School Schedule
- \*\* Rates same as classification D of the High School Schedule
- \*\*\* Rates same as classification E of the High School Schedule
- \*\*\*\* Rates same as classification F of the High School Schedule

D. Traveling teachers shall be reimbursed at the IRS rates.

**E. EVALUATION**

Personnel will be evaluated annually in a timely manner. If a person is dismissed, non-renewed, or not retained, he/she may request that the supervisor provide a written statement of the reasons for the change.

**F. EXTENDED CLASSROOM INSTRUCTION**

Teaching assignments (defined as classroom contact instruction, including credit recovery classes) shall be paid at the teacher's normal salary on the basis of one/ one hundred and ninetieth (1/190th) of that salary per contract day, including holidays, or the pro-rated hourly portion thereof. In the event of cancellation of extended instruction classes, the assigned employee, upon submission of preparatory materials, shall be paid for eight hours preparation time at their per diem rate.

#### G. OUTSIDE CONTRACT YEAR

1. Whenever a teacher or counselor is requested to be in school outside of his/her contracted year, he/she will be paid one/ one hundred and ninetieth (1/190th) of his/her contracted year's salary for each day's (eight [8] hours) work. In the event a teacher is assigned less than an eight (8) hour day, the daily rate shall be reduced to an hourly rate, prorated based on an eight (8) hour day.
2. The teacher or counselor shall retain the right of choice when such requests are made.
3. When the District requires newly-hired teachers to attend a special in-service one day before teachers normally report to work in the fall, they will be compensated according to their individually established daily rate.

#### H. COMPENSATION SCHEDULE DATES

Teaching assignments shall be paid during the fiscal year they occur and at the prevailing contract rate for that year.

## **ARTICLE 35 – NON-DISCRIMINATION**

- A. The Council and the District affirm their adherence to the principles of free choice and agree that they shall not discriminate against any teacher because of age, race, religion, gender, sexual orientation, national origin, marital status, or physical/mental disability, whether perceived or actual. Neither shall anyone be discriminated against because of political affiliation or membership or non-membership in the Association.
  
- D. Reference to teachers or employees in this Agreement designate both sexes and when one gender is used it shall be construed to include both male and female except where specific reference to male or female is intended.
  
- E. There will be no reprisals against any individual or group of individuals because of their attempts to enforce this Agreement

## **ARTICLE 36 – GENERAL PROVISIONS**

### **A. SEPARABILITY AND COMPLIANCE**

If any provision of this Agreement is held to be contrary to law, then such provision shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions shall continue in full force and effect. The parties agree to meet immediately and negotiate a replacement provision.

Any individual contract between the Board and an employee heretofore or hereafter executed shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.

### **B. MODIFICATIONS**

This Agreement may not be modified except by an instrument in writing duly executed by the parties.

## **ARTICLE 37 – CONTINUING PROFESSIONAL DEVELOPMENT PLAN**

### **A. DISTRICT COMMITMENT**

The district agrees to administer CPD plans in accordance with the applicable OARs

### **B. STANDARDS**

1. The Oregon Administrative Rules include the standards against which the individual and district plans are measured. OAR 584-90-001 states that all plans shall have as their primary purpose improved student learning by improving educator’s professional skills. Plans shall be designed to assist the educators to:
  - a. Achieve district, state and national standards;
  - b. Keep current with the development and use of best practices; and
  - c. Develop ways to enhance learning for a diverse student body.
2. Consistent with the above, employees may develop their CPD plans based on their own individual and/or educational needs.

### **C. CPD PLANS**

1. Educators will choose a CPD option in which at least one domain of professional competency is addressed. It will be the educator’s responsibility to provide documentation to the supervisor or CPD advisor that the plan is completed and that the educator has analyzed the results and applied what has been done to enhance student learning.
2. The district will provide documentation certifying PDUs completed if the training is provided by the district.
3. CPD plans will not be used in the evaluation process unless an employee decides to use district/school goals as part of his/her CPD plan.
4. Individual CPD plans will have no minimum number of PDUs requirements per year. The district retains the right to prescribe the number of PDUs per year if an employee chooses the district CPD plan.
5. Pursuant to OAR 584-090-0020, an employee has the right to select either an individual CPD option or a district CPD plan option.

**ARTICLE 38**  
**ELEMENTARY AND SECONDARY EDUCATION ACT**

- A. ESEA Implementation (As long as the NCLB remains in effect, this Article shall remain in force.)

The parties acknowledge that the reauthorized federal Elementary and Secondary Education Act (ESEA) (No Child Left Behind Act) legislation that took effect as of January of 2002 will have an important and increasing impact on the District, its students and the members of the bargaining unit. The parties, therefore, agree that decisions and/or disputes regarding implementation of ESEA requirements will be processed as follows:

1. The joint Labor-Management Committee will advise the school board on the following:
  - a. Educating employees and the community about the terms, requirements and timelines of the ESEA;
  - b. Recommending ESEA implementation procedures; and,
  - c. Oversight and evaluation of implementation plans.

- B. Highly Qualified Teachers

The term “highly qualified teacher” refers to and its use shall be limited to the specific requirements established by the reauthorized federal Elementary and Secondary Education Act (ESEA) (No Child Left Behind) legislation that took effect as of January of 2002.

1. A “teacher” shall be considered “highly qualified” if he/she meets the requirements/qualifications established by the Oregon Department of Education (ODE) and the Teacher Standards and Practices Commission (TSPC).
  - a. The District shall not impose any additional requirements or qualifications on “teachers” in order to be considered “highly qualified”.
  - b. The District shall not extend these requirements to employees not obligated to meet the “highly qualified teacher” standard under the terms of the ESEA.
2. On an annual basis, the District shall notify employees of their status regarding the ‘highly qualified teacher’ standard.

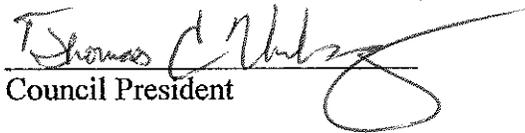
ARTICLE 39

This Tentative Agreement is entered into by and between the Oregon Trail School District and the East County Bargaining Council. The parties agree as follows:

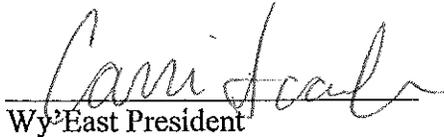
1. This Agreement shall be effective as of ratification by both parties. It shall be binding on the District and the Council and shall remain in full force and effect through June 30, 2016.
2. Executed this 9<sup>th</sup> day of June, 2008 18<sup>th</sup> day of June, 2013, at Sandy, Oregon by the undersigned officers under the authority of and on behalf of the Clackamas County School District No. 46 Board of Education and the East County Bargaining Council.

FOR THE COUNCIL

FOR THE DISTRICT

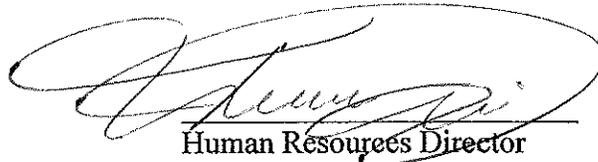
  
Council President

  
School Board Chair

  
Wy<sup>2</sup>East President

  
School Board Member

  
Bargaining Chair

  
Human Resources Director

**OREGON TRAIL SCHOOL DISTRICT NO. 46**  
**2013-14 Licensed Staff Salary Schedule**  
*(1.5% base increase)*

Step	1	2	3	4	5	6
	BA	BA + 24	BA + 45	BA + 75 / MA	MA + 24	MA + 45
1	35,869	37,519	38,631	39,743	41,967	44,155
2	37,519	39,169	40,281	41,429	43,617	45,841
3	39,169	40,819	41,967	43,079	45,303	47,491
4	40,819	42,505	43,617	44,729	46,953	49,176
5	42,505	44,155	45,303	46,414	48,638	50,862
6	44,155	45,841	46,953	48,100	50,324	52,548
7	45,841	47,491	48,638	49,750	51,974	54,198
8	47,491	49,176	50,324	51,436	53,660	55,920
9	49,176	50,862	51,974	53,122	55,346	57,606
10	50,862	52,548	53,660	54,808	57,032	59,291
11	52,548	54,198	55,346	56,494	58,753	60,977
12	54,198	55,884	57,032	58,180	60,439	62,699
13			58,753	59,901	62,125	64,385
14			60,439	61,587	63,847	66,107
15			62,125	63,309	65,533	67,792
16			63,847	64,995	67,254	69,514

*(Salaries based upon a 190 day contract)*

**OREGON TRAIL SCHOOL DISTRICT NO. 46**  
**2014-15 Licensed Staff Salary Schedule**  
*(1.5% base increase)*

Step	1	2	3	4	5	6
	BA	BA + 24	BA + 45	BA + 75 / MA	MA + 24	MA + 45
1	36,407	38,082	39,210	40,339	42,596	44,817
2	38,082	39,756	40,885	42,050	44,271	46,528
3	39,756	41,431	42,596	43,725	45,982	48,203
4	41,431	43,142	44,271	45,400	47,657	49,914
5	43,142	44,817	45,982	47,111	49,368	51,625
6	44,817	46,528	47,657	48,822	51,079	53,336
7	46,528	48,203	49,368	50,497	52,754	55,011
8	48,203	49,914	51,079	52,208	54,465	56,759
9	49,914	51,625	52,754	53,919	56,176	58,470
10	51,625	53,336	54,465	55,630	57,887	60,181
11	53,336	55,011	56,176	57,341	59,635	61,892
12	55,011	56,722	57,887	59,052	61,346	63,639
13			59,635	60,800	63,057	65,351
14			61,346	62,511	64,804	67,098
15			63,057	64,258	66,516	68,809
16			64,804	65,969	68,263	70,557

*(Salaries based upon a 190 day contract)*

**OREGON TRAIL SCHOOL DISTRICT NO. 46**  
**2015-16 Licensed Staff Salary Schedule**  
*(1.5% base increase)*

Step	1	2	3	4	5	6
	BA	BA + 24	BA + 45	BA + 75 / MA	MA + 24	MA + 45
1	36,953	38,653	39,798	40,944	43,235	45,489
2	38,653	40,353	41,498	42,681	44,935	47,226
3	40,353	42,053	43,235	44,381	46,672	48,926
4	42,053	43,789	44,935	46,080	48,371	50,663
5	43,789	45,489	46,672	47,817	50,108	52,399
6	45,489	47,226	48,371	49,554	51,845	54,136
7	47,226	48,926	50,108	51,254	53,545	55,836
8	48,926	50,663	51,845	52,991	55,282	57,610
9	50,663	52,399	53,545	54,727	57,018	59,347
10	52,399	54,136	55,282	56,464	58,755	61,083
11	54,136	55,836	57,018	58,201	60,529	62,820
12	55,836	57,573	58,755	59,938	62,266	64,594
13			60,529	61,712	64,003	66,331
14			62,266	63,448	65,776	68,104
15			64,003	65,222	67,513	69,841
16			65,776	66,959	69,287	71,615

*(Salaries based upon a 190 day contract)*

**OREGON TRAIL SCHOOL DISTRICT NO. 46**  
**Licensed Staff Salary Index**

Step	1	2	3	4	5	6
	BA	BA + 24	BA + 45	BA + 75 / MA	MA + 24	MA + 45
1	1.000	1.046	1.077	1.108	1.170	1.231
2	1.046	1.092	1.123	1.155	1.216	1.278
3	1.092	1.138	1.170	1.201	1.263	1.324
4	1.138	1.185	1.216	1.247	1.309	1.371
5	1.185	1.231	1.263	1.294	1.356	1.418
6	1.231	1.278	1.309	1.341	1.403	1.465
7	1.278	1.324	1.356	1.387	1.449	1.511
8	1.324	1.371	1.403	1.434	1.496	1.559
9	1.371	1.418	1.449	1.481	1.543	1.606
10	1.418	1.465	1.496	1.528	1.590	1.653
11	1.465	1.511	1.543	1.575	1.638	1.700
12	1.511	1.558	1.590	1.622	1.685	1.748
13			1.638	1.670	1.732	1.795
14			1.685	1.717	1.780	1.843
15			1.732	1.765	1.827	1.890
16			1.780	1.812	1.875	1.938