



COLLECTIVE BARGAINING AGREEMENT

Eugene Education Association



Eugene School District 4J

~~2010-13~~2014-17

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COLLECTIVE BARGAINING AGREEMENT
Between THE EUGENE EDUCATION ASSOCIATION
And EUGENE SCHOOL DISTRICT NO. 4J,
LANE COUNTY, OREGON ~~2010-2013~~2014-2017

Eugene School District 4J
200 North Monroe Street
Eugene OR 97402

This Agreement is entered into this ~~16th~~ day of June, ~~2010~~2014, by and between the EUGENE EDUCATION ASSOCIATION, herein called "Association," and the Board of Directors on behalf of EUGENE SCHOOL DISTRICT NO. 4J, Lane County, Oregon, herein called "Board" or "District."

The parties to this Agreement agree as follows:

ARTICLE 1 - RECOGNITION

1.1 EXCLUSIVE REPRESENTATION:

The Board hereby recognizes the Eugene Education Association as the exclusive representative, as defined in ORS 243.650 to 243.782, of all licensed personnel, except supervisory and confidential personnel, substitutes, and employees working less than one-half time.

1.1.1 The term "unit member" shall include all employees represented by the Association in the bargaining unit. The term shall include teachers, school counselors, registered nurses and nurse practitioners, librarians, mental health specialists, school psychologists, career and technical education teachers, speech and language pathologists, occupational therapists, physical therapists, athletic trainers, reading specialists, home/hospital teachers, clinical professors, department chairpersons, and head teachers.

1.1.2 A contract unit member is a contract teacher under Oregon law.

1.1.3 The term "Board" shall include its officers and agents.

1.1.4 The term "Superintendent" shall include the Superintendent or his/her designee.

1.1.5 The term "substitute" shall include all members of the bargaining unit represented by the Eugene Association of Substitute Teachers.

1.1.6 The term "temporary" shall include those unit members employed to fill a position designated as temporary by the District or to fill a vacancy that occurs after the opening of the school year due to unanticipated circumstances. A temporary unit member shall acquire no reduction-in-force rights under Section 12.12 during the term of temporary employment and is not eligible for Section 9.1, Long-term Medical Leave. If a temporary unit member is subsequently hired as a unit member after completion of the temporary assignment, the unit member shall be given credit for the temporary assignment under the terms of Sections 4.3 and 4.4 (See Section 9.12).

1.2 NO OBLIGATION:

Granting of recognition is not to be construed as obligating the District to continue any function or policy in any way.

1.3 DUTY OF FAIR REPRESENTATION:

The Association agrees to fulfill its duty of fair representation and agrees to indemnify, defend and hold the District harmless against any claim, demand, suit or liability (monetary or otherwise) arising from any action taken or not taken by the Association with respect to its duty of fair representation. The Association's liability begins at the point the Association breaches its duty of fair representation. Under this provision the Association is not liable for the District's attorney fees.

ARTICLE 2 - STATUS OF AGREEMENT

~~2.1 AGREEMENT HAS PRECEDENCE:~~

~~This Agreement shall modify, replace, or add to any policies, rules, regulations, procedures, or practices of the District which shall be contrary to or inconsistent with its terms. The provisions of this Agreement shall be incorporated into and become~~

~~part of the established policies, rules, regulations, practices, and procedures of the District. All existing personnel policies dealing with mandatory subjects of bargaining, not modified or inconsistent with this Agreement, are hereby incorporated and made a part of this Agreement. The rights granted to unit members in this contract shall be deemed to be in addition to those provided by federal law, by Oregon state law, or administrative regulations. In the event of a violation, only mandatory bargainable policies, rules, regulations, procedures, or practices of the District may be grieved in binding arbitration under this contractual provision.~~

2.2.1 COPIES OF THE AGREEMENT:

There shall be two signed copies of this Agreement for the purpose of records. One shall be retained by the District and one by the Association. The District shall post the Agreement on the District website.

2.3.2 MODIFICATION:

This Agreement shall not be modified in whole or in part except by mutual consent of the parties.

2.4.3 STATUS QUO:

In the event this Agreement has not been renewed, modified, or extended by the date on which it would have otherwise terminated, status quo conditions shall continue in effect until either party gives the other ten (10) days written notice terminating such conditions.

2.5.4 MAINTENANCE OF STANDARDS:

No unit member, as a result of this Agreement, shall suffer any loss of compensation or established conditions of employment with respect to mandatory subjects of bargaining which have been enjoyed by a majority of unit members in similar job assignments.

2.6.5 EFFECTIVE DATE:

~~2.6.1~~2.5.1 This Agreement shall take effect on July 1, ~~2013~~2014, and shall be implemented on that date except when another date is specifically designated.

~~2.6.2~~2.5.2 This Agreement shall remain in full force to and including June 30, ~~2014~~2017. ~~Either party may reopen only article 4.1.1 (salary), article 4.4.4 (step advancement), article 6.1 (active employee insurance contribution), and article 10.2 (school work year only).~~

2.7.6 NEGOTIATING A SUCCESSOR AGREEMENT:

The parties agree to enter into collective bargaining over a successor agreement no later than December 1 in the calendar year prior to the expiration of the Agreement as stated in Section 2.6. Any Agreement so negotiated shall be reduced to writing and signed after ratification by the parties. The District and the Association shall provide for and make every reasonable effort to conclude negotiations, including provisions for an effective date, a reopening date, and an expiration date, at a time to coincide, as nearly as possible, with the period during which the appropriate legislative bodies may act on the operating budget of the District.

2.8.7 RENEGOTIATION OF INVALID TERMS:

In the event any provision of the collective bargaining agreement is declared to be invalid by any court of competent jurisdiction, by ruling of the Employment Relations Board, by statute or constitutional amendment, or by inability of the District or the unit members to perform to the terms of the Agreement, then upon request by either party, the provision(s) declared invalid and other affected provisions, of the collective bargaining agreement shall be reopened for negotiation.

2.9.8 SCHOOL CLOSURE:

If the District closes its schools:

~~2.9.1~~2.8.1 Unit members shall not be paid for contract days during the school closure.

~~2.9.2~~2.8.2 The District insurance contribution in Article 6 shall continue during a school closure.

~~2.9.3~~2.8.3 All other unit member rights under the contract shall continue unless modified in writing by the parties.

2.8.4 When schools reopen, the District shall make every effort to schedule the same number of teacher contract days as previously scheduled. However, no unit member shall receive compensation for any contract day the District is unable to reschedule because of the lack of funds.

2.102.9 COMPLIANCE BETWEEN INDIVIDUAL CONTRACT AND AGREEMENT:

Any individual contract between the District and any member of the Eugene Education Association bargaining unit must be 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.

2.112.10 NO STRIKE:

The Association and all unit members agree that there will be no strikes or concerted work stoppages during the term of this Agreement over matters which are arbitrable in accordance with the parties' grievance procedure. The Association and all unit members also agree not to strike or participate in a concerted work stoppage in an attempt to modify existing terms of the contract. Finally, the Association and all unit members agree not to strike or participate in a concerted work stoppage if any provision of this Agreement is held to be invalid by any court of competent jurisdiction, by ruling of the Employment Relations Board, by statute or constitutional amendment, or by inability of the employer or unit members to perform the terms of the Agreement. Should the District be obligated to bargain over employment relations during the term of this agreement, then the District and the Association shall have the rights and obligations as set forth in ORS 243.698 and the no strike provisions of this article shall continue for a period of ninety (90) days from the time either party requests in writing to negotiate a contractual provision held to be invalid.

ARTICLE 3 - GRIEVANCE PROCEDURE

3.1 PURPOSE:

The purpose of the grievance procedure is to secure, at the lowest possible level, equitable solutions to matters which may be grieved under this procedure.

3.2 DEFINITIONS:

3.2.1 GRIEVANCE: A "grievance" is a ~~claim-contract grievance which pertains to any dispute about the interpretation or application of the collective bargaining agreement filed by a grievant. In addition, matters covered by the "just cause" clause shall be arbitrable, based on an event or condition which affects the conditions or circumstances under which a unit member works, allegedly caused by inequitable or unfair application of established administration rules and regulations, written School Board policies, or the interpretation, application or violation of provisions of this Agreement.~~ Disputes involving either attempts to change the collective bargaining agreement or representation disputes arising under ORS 243.682; 243.686; or 243.692 are not grievable under this provision.

3.2.2 ~~AGGRIEVED PERSON~~GRIEVANT: An "aggrieved person" A "grievant" is a unit member or a clearly defined group of unit members. ~~the person or persons making the claim. The Association may be an "aggrieved person" in instances where an alleged contract violation affects the Association or a clearly defined class of unit members.~~

3.2.3 PARTY IN INTEREST: A "party in interest" is the person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.

3.2.4 REPRESENTATIVE: A "representative" is anyone, including an attorney, whom a party in interest selects to speak for and/or to advise him or her.

3.2.5 IMMEDIATE SUPERVISOR: An "immediate supervisor" is the employee who has direct supervisory responsibilities over the aggrieved person.

3.2.6 DAY: A "day" shall mean a regular work day, excluding Saturdays, Sundays, vacation days, and holidays.

3.3 PROCEDURE:

3.3.1 TIME LIMITS: It is important that grievances be processed as rapidly as possible. The number of days indicated at each level should be considered as a maximum, and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual written agreement.

3.3.2 YEAR-END GRIEVANCES: In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as it is practicable.

3.3.3 INFORMAL LEVEL: Before presenting a written grievance, the aggrieved party should attempt to resolve the matter by informal conference with his or her immediate supervisor, principal, or other administrator who has

jurisdiction in the matter within ten (10) days of the aggrieved person's knowledge of an act, omission or event giving rise to the grievance. The unit member shall notify the Association, and a representative of the Association shall be given the opportunity to be present at any meeting under this Section. In instances where the Association does not represent the grievant, a representative of the Association may express the views of the Association, if the Association representative believes that the adjustment proposed is inconsistent with the terms of the collective bargaining agreement.

3.3.4 LEVEL ONE - PRINCIPAL OR IMMEDIATE SUPERVISOR OR THEIR ADMINISTRATOR:

- a. If a dispute is not resolved at the informal level, the aggrieved person or a representative shall present the grievance in writing on the appropriate form to the principal or immediate supervisor or other administrator who has jurisdiction in the matter within twenty (20) days of the aggrieved person's knowledge of an act, omission, or event giving rise to the grievance. This twenty (20) days includes the ten (10) days referenced in Section 3.3.3.
- b. This statement shall be a clear, concise statement of the grievance, the decision rendered, if any, at the informal conference, and the specific relief requested. It shall be signed by the aggrieved person.
- c. The principal or immediate supervisor or other administrator to whom the grievance is directed shall communicate his or her decision to the aggrieved party in writing within ten (10) days after receiving the grievance.

3.3.5 LEVEL TWO - SUPERINTENDENT:

- a. If the aggrieved person is not satisfied with the disposition at Level One, or if no decision is rendered within ten (10) days after the presentation of the grievance, he or she may appeal the grievance to the Superintendent by delivering a written notice of appeal to the Superintendent's office within five (5) days after receiving notice of the decision, or within fifteen (15) days after presentation of the grievance, if no written decision was rendered.
- b. The appeal shall include a copy of the original grievance, the decision rendered, if any, a concise statement of the reasons for the appeal and the specific relief requested.
- c. The Superintendent shall hold a hearing and make a decision within fifteen (15) days.
- d. The Superintendent shall communicate his/her decision in writing to the Association and the parties in interest within fifteen (15) days after receipt of the notice of appeal.

3.3.6 LEVEL THREE - ARBITRATION:

- a. The Association, which has a duty of fair representation to unit members, may submit a qualified grievance to arbitration by notifying the Superintendent within twenty (20) days of the Level Two decision. A dispute qualifies for arbitration if it is a contract grievance. A contract grievance is one which pertains to any dispute about the interpretation or application of the collective bargaining agreement between the parties. In addition, matters covered by the "just cause" clause shall be arbitrable.
- b. Within ten (10) days after such a written notice of submission to arbitration, the Superintendent and Association shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties cannot reach agreement on an arbitrator or obtain such a commitment within the ten (10) day period, as they have in the past, they shall submit the selection of the arbitrator to AAA and be bound by the rules of that agency.
- c. The arbitrator so selected shall hold hearings promptly and shall 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 that the final statements and briefs on the issues are submitted to him/her. The arbitrator's decision shall be in writing and shall set forth his/her finding of fact, reasonings, and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement. The decision of the arbitrator shall be submitted to the Board and the Association and shall be final and binding on the parties.
- d. Costs for the services of an arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring them.

3.3.7 LEVEL THREE - SCHOOL BOARD:

- a. If a grievance involves a permissive subject of bargaining not covered by the collective bargaining agreement, the aggrieved person, if not satisfied with the Superintendent's disposition of the grievance at Level Two, may appeal the grievance to the Board of Directors of the District. Such appeal shall be made in writing within five (5) days after a decision by the Superintendent, or if no decision has been rendered by the Superintendent within ten (10) days, after the Superintendent's hearing.
- b. The appeal shall include a copy of the original grievance; the decisions rendered by the principal or immediate supervisor or other administrator and by the Superintendent; a clear, concise statement of the reasons for the appeal; and the specific relief requested.
- c. The Board of Directors shall hold a hearing on the appeal not later than its second regular meeting following the filing of the notice of appeal from the Superintendent's decision.
- d. If the Board finds that it cannot reach a proper decision on the record, it may reopen the record for the taking of additional evidence. The Board shall allow time for oral argument by the parties in interest, or their representatives.
- e. The Board shall render its decision in writing to the parties in interest not later than fifteen (15) days after the close of the hearing. The decision of the Board shall be final and binding on the parties.

3.4 MISCELLANEOUS:

- 3.4.1 RIGHTS OF UNIT MEMBERS TO REPRESENTATION: Any aggrieved person may be represented at all stages of the grievance procedure by him or herself or by a representative of his or her choice. When a unit member is not represented by the Association, the Association shall have the right to be present at all stages of the grievance procedure.
- 3.4.2 GROUP GRIEVANCE: group grievance may be filed when an alleged violation affects a clearly defined class of unit members. The Association may submit such grievances in writing to the Superintendent commencing at Level Two.
- 3.4.3 SIMILAR GRIEVANCES: The District agrees that it will apply to all substantially similar situations the decisions of an arbitrator sustaining a grievance, and the Association agrees that it will not support, encourage, nor represent any unit member in any grievance which is substantially similar to a grievance denied by the decision of an arbitrator. The foregoing is qualified only in the event the arbitrator's decision is set aside by a court of competent jurisdiction or the Employment Relations Board, in which case neither party shall be bound by the foregoing provision.
- 3.4.4 WRITTEN DECISION: Decisions rendered at all levels except the Informal Level shall be in writing setting forth the decision and the reasons for it. The written decision shall be transmitted promptly to all parties in interest and to the Association.
- 3.4.5 FILE OF GRIEVANCE PAPERS: All documents, communications, and records dealing with the grievance shall be designated confidential information, and shall be filed in a separate grievance file. However, if the final grievance decision includes a finding detracting from a unit member's job performance, the conclusion that it was derogatory shall be placed in the unit member's personnel file. No person other than the parties in interest, their representatives, persons designated by the Superintendent to have responsibility for labor relations and contract management, and persons assigned to maintain the District's grievance files have access to the separate grievance file without the consent of the aggrieved person.
- 3.4.6 FORMS: Forms for filing grievances, serving notices, making appeals, making reports and recommendations, and other necessary documents shall be prepared jointly by the Superintendent and the Association and given appropriate distribution in order to facilitate operation of the grievance procedure. Forms shall include all statements requested by the District and the Association.
- 3.4.7 MEETINGS AND HEARINGS: All meetings and hearings under this procedure shall not be conducted in public and shall include witnesses, parties in interest and their designated or selected representatives as well as a court reporter or stenographer if requested by either party in interest.

- 3.4.8 REPRISALS: No reprisal of any kind shall be taken by the District or any member of the administration against any party in interest, any representative, any member of the Association, or any other participant in the grievance procedure by reason of such participation. No reprisal of any kind shall be taken by the Association, its agents, nor a member of the Association against the school district Board of Directors, the District's administrators, or any participant in the grievance procedure by reason of such participation.
- 3.4.9 ALTERATION: The chronology of appeal procedures may be altered if all parties in interest agree in writing.
- 3.4.10 INVESTIGATION: The parties agree to provide each other with relevant information not exempt from disclosure by law to foster effective processing of grievances.
- a. If the District declares information to be exempt, the Association and grievant shall be notified in writing as to what information by title and/or description is exempt and why in the District's opinion that material is exempt from disclosure by law.
 - b. When the Association requests information which is available, the District shall provide a copy free of charge. If copies are not available, the District shall provide copies and charge the Association for the actual cost of reproduction. If the item requested is something the District does not normally compile, then the administration shall notify the Association as to the estimated time and cost to produce it. If the Association agrees, then the District shall produce the information and charge the Association the actual cost or the estimated cost of production, whichever is less.
- 3.4.11 ARBITRABILITY: The arbitrability or grievability of a grievance may be submitted to arbitration. The arbitrability or grievability of the claim shall be determined by the arbitrator as provided under Level Three and after completing lower steps in the grievance process. If an arbitrator rules that a grievance is not arbitrable, he/she shall proceed to rule whether or not the matter is grievable. Cases involving alleged discrimination covered by Title VII of the 1964 Federal Civil Rights Act shall be grievable but not arbitrable. Bringing a court action or seeking an administrative resolution of a grievance shall act as a substitution for this grievance procedure and shall constitute an election of some other remedy in place of this grievance procedure.

ARTICLE 4 - SALARIES AND RELATED COMPENSATION

4.1 PROFESSIONAL SALARY PLAN:

The professional salary plan for all unit members, except as herein provided, shall be as described below.

4.1.1 2014-15 School Year. The professional salary plan shall be as in Appendix A; the 2013-14 professional salary plan (Appendix A-2, effective January 29, 2014 through June 30, 2014) shall be increased by zero percent (0%), and adjusted for the 2014-15 work year per Article 10.2. Step-eligible unit members will have a step increase in the 2014-15 school year. ~~The 2013-14 professional salary plan shall be as in Appendix A. The 2013-14 salary schedule shall be increased by 0.8 percent (0.8%) effective on the 91st contract day of the teacher year. The COLA increase will be reflected on the member's January 31, 2014 payroll check and will reflect the COLA increase prorated over the number of contract days from the effective date of the COLA to the end of the year. There will be no retroactive payment on account of the delay in the COLA effective date.~~

4.1.2 The amount of each horizontal and vertical step on the professional salary plan shall be three and seven-tenths percent (3.7%) greater than the immediately preceding step.

4.1.3 ~~Longevity step 16 is three and seven-tenths percent (3.7%) greater than step 13. Longevity Top step 17, only for columns MA+45 and MA+90, is three percent (3%) greater than longevity top step 16 for the other columns.~~

4.2 CAREER AND TECHNICAL EDUCATION LICENSED TEACHERS:

When a career and technical education licensed unit member is hired by the District, the following formula will be used to determine placement on the salary schedule:

4.2.1 Seven years of acceptable training and experience in his or her skill area will place the unit member on Level One of the Bachelor's schedule. One additional level will be granted for each year of acceptable trade experience.

4.2.2 For ten years of acceptable training and experience, the unit member will be placed at Level Two of the Bachelor's +45 column. One additional level will be granted for each additional year of acceptable trade experience ~~but not to exceed Level 8.~~

- 4.2.3 Persons with the above qualifications who also possess a related Bachelor's degree would be given two additional steps on the salary schedule.
- 4.2.4 A bargaining unit member who qualifies for salary schedule placement under Section 4.2 has the alternative to choose initial salary schedule placement under Section 4.3 if the unit member is qualified for placement under Section 4.3 except for not holding a TSPC license.

4.3 WORK RELATED EXPERIENCE:

A newly-hired unit member shall be placed on the salary schedule according to his or her years of verified paid work-related experience which the District determines is similar to the position of the new unit member, but shall be limited in ~~2010-11 to eight (8), 2014-15 to twelve (12), in 2011-12 to nine (9) 2015-16 to thirteen (13), and in 2012-13 to ten (10) 2016-17 to fourteen (14)~~ years for initial placement on the salary schedule. The District will give written notice of this provision to each newly-hired unit member.

- 4.3.1 The above provision applies for all unit members hired for positions listed below:
 - a. Registered Nurses and Nurse Practitioners
 - b. Counselors, Librarians and Teachers – Counseling, teaching or serving as librarian in public or private school or agency or serving in the Peace Corps or Job Corps
 - c. School Psychologist - as a psychologist
 - d. Mental Health Therapists – as a social worker or mental health practitioner
 - e. Speech and Language Specialist - as a speech clinician
 - f. Unit members hired for positions that are not listed above and that do not require a TSPC license shall have their work experience assessed by the District to determine if it is beneficial for the position.
- 4.3.2 Unit members hired for positions that require a TSPC license can have non-teaching work experience counted if the District determines the experience is beneficial for the position for which the unit member is being hired. For each two years of non-teaching experience, the unit member will be given one year of experience for initial step placement. If this experience credit is denied, then the unit member may appeal the denial. The denial will be considered by a joint committee of two members each appointed by the District and Association and a fifth member jointly appointed by the District and Association. The committee's decision will be by majority vote.
- 4.3.3 Work-related experience must have been performed after graduation from an accredited college or university and generally after the person is eligible for licensure in a state and/or jurisdiction where employed.

Exception will be granted for work-related experience which includes but is not limited to one or more of the following conditions:

- a. Teaching in a college or university
 - b. Teaching in a foreign school where no license is required
- 4.3.4 Eligible work-related experience shall be evaluated and prorated to determine the number of years of credit to be given based on the following criteria.
- a. Teaching time will include instruction time with students and preparation time equal to one-half hour of preparation time for every two hours of student instruction time. Teaching time does not include substitute teaching except as provided in Section 4.3.4 and the District collective bargaining agreement with the Eugene Association of Substitute Teachers.
 - b. Teaching time will be credited as follows:
 - 1. A full school year of teaching time will be credited for each year continuously employed in a regular teaching position at .5 or greater FTE, providing the start date in the position was on or before the first District teacher work day in February.
 - 2. Employment for less than a full school year, or less than .5 FTE, will be converted to full-time equivalent days by multiplying the FTE by the number of days worked. One year of experience credit will be given for every 191 full-time equivalent days, up to the maximum number of years allowable.

- 4.3.5 Any newly-hired unit member who completed at least one-half (1/2) year of substitute teaching service in the same District assignment shall be given prior experience salary schedule credit for said service, if hired into a regular bargaining unit position.

4.4 ADVANCEMENT ON SCHEDULE:

A unit member shall qualify for the step increase if he or she has been evaluated and has been determined to have performed satisfactory service and adhered to the policies established by the Board.

- 4.4.1 In the event a unit member has been determined not to have qualified for an increase, the unit member shall be notified in writing by March 15 of each year.
- 4.4.2 Any unit member who did not qualify for the increase may challenge the District's decision in binding arbitration.
- 4.4.3 A full school year of teaching time will be credited for each year continuously employed in a regular teaching position at .5 or greater FTE, providing the start date in the position was on or before the first District teacher work day in February in order to be credited with one year of service for purposes of advancement on the salary schedule.

4.5 ADDITIONAL PREPARATION:

- 4.5.1 DEADLINE FOR WRITTEN NOTICE: Unit members who expect to complete coursework which will enable advancement to a higher salary column during the current work year must give written notice to Human Resources on or before September 7, ~~or on or before December 1,~~ and submit documentation as described below. The September 7 notice shall state that the unit member has completed or will complete coursework on or before September 7 of the work year in which the unit member wants to be evaluated for salary column advancement.

- 4.5.2 DEADLINE FOR SUBMITTING TRANSCRIPTS: To be eligible for a column change ~~retroactive to September effective December 1,~~ a member must submit official transcripts documenting completed coursework and/or certificates of completion for District workshops to Human Resources by October 1. A column change for the current teacher work year can only be documented by coursework completed on or before September 7 of the current work year. If the Human Resources Department receives the September 7 notice and all documentation on or before October 1, the unit member is eligible for a column change, and payment on a new salary column will begin with the end of ~~November~~ December paycheck. ~~The increase will be effective September 1, with the retroactive payment in the November paycheck, and the remainder to be paid in equal installments over the balance of the contract year.~~

~~To be eligible for a column change retroactive to December 1, a member must submit official transcripts documenting completed coursework and/or certificates of completion for District workshops to Human Resources by the first Friday teacher workday in January. If the Human Resources Department receives the December 1 notice and all documentation on or before the first Friday teacher workday in January, the unit member is eligible for a column change, and payment on the new salary column will begin with the end of February paycheck. The increase will be effective December 1, with the retroactive pay in the February paycheck and the remainder to be paid in equal installments over the balance of the contract year. A revised employment contract will be prepared for signature with the new column and salary placement.~~

- 4.5.3 STEP PLACEMENT AFTER COLUMN ADVANCEMENT: When unit members move from a lower to a higher preparation column on the salary schedule by completing additional degrees or credit, they shall be placed on the new column step which is one step higher than their former place on the schedule unless this results in their receiving a lower salary than that being paid a person with similar experience newly employed by the District. In this event, unit members shall be placed on the same step as a newly hired unit member with similar training and experience. Thereafter, unit members shall progress in the new column until the maximum is reached.

- 4.5.4 Effective July 1, 1993, the following salary columns, post-bachelor course credits and/or degrees are in effect:
- Bachelors Column - Requires a Bachelors Degree awarded by an accredited college or university.
 - Bachelors +23 Quarter Hours Column - Requires a Bachelors Degree and twenty-three (23) quarter hours of undergraduate and/or graduate course work taken at an accredited college or university and earned after the awarding of the Bachelors Degree.
 - Bachelors +45 Quarter Hours Column - Requires a Bachelors Degree and forty-five (45) quarter hours of undergraduate and/or graduate course work taken at an accredited college or university and earned after the awarding of the Bachelors Degree.
 - Bachelors +60 Quarter Hours/Masters Degree Column - Requires either:

1. A Bachelors Degree and sixty (60) quarter hours of undergraduate and/or graduate course work taken at an accredited college or university and earned after the awarding of the Bachelors Degree. To qualify, the course work must be relevant to the unit member's professional development as a District 4J employee.
 2. A Masters Degree awarded by an accredited college or university.
- e. Bachelors +83 or Masters +23 Column - Requires one of the following:
1. A Bachelors Degree and eighty-three (83) quarter hours of undergraduate and/or graduate course work taken at an accredited college or university and earned after the awarding of the Bachelors Degree. Undergraduate courses taken must be relevant to the unit member's professional development as a District 4J employee.
 2. A Masters Degree and a combination of sixty-eight (68) quarter hours of graduate and/or undergraduate course work taken at an accredited college or university and earned after the awarding of a Bachelors Degree. Undergraduate courses taken must be relevant to the unit member's professional development as a District 4J employee.
 3. A Masters Degree and twenty-three (23) quarter hours of graduate and/or undergraduate course work taken at an accredited college or university and earned after the awarding of the Masters Degree. Undergraduate courses taken must be relevant to the unit member's professional development as a District 4J employee.
- f. Bachelors +105 or Masters +45 Column - Requires one of the following:
1. A Bachelors Degree and one hundred and five (105) quarter hours of undergraduate and/or graduate course work taken at an accredited college or university and earned after the awarding of the Bachelors Degree. Undergraduate courses taken must be relevant to the unit member's professional development as a District 4J employee.
 2. A Masters Degree and a combination of ninety (90) quarter hours of graduate and/or undergraduate course work taken at an accredited college or university and earned after the awarding of a Bachelors Degree. Undergraduate courses taken must be relevant to the unit member's professional development as a District 4J employee.
 3. A Masters Degree and forty-five (45) quarter hours of graduate and/or undergraduate level courses taken at an accredited college or university and earned after the awarding of the Masters Degree. Undergraduate courses taken must be relevant to the unit member's professional development as a District 4J employee.
- g. Masters +90 or Ph.D. Column - Requires one of the following:
1. Ninety (90) quarter hours taken at an accredited college or university subsequent to completion of the Masters degree. The last forty-five (45) quarter hours must be taken for graduate level credit and must be approved by the Director of Instruction. These must directly relate to the unit member's professional development.
 2. Ninety (90) quarter hours taken at an accredited college or university subsequent to completion of the Masters degree. The last forty-five (45) hours may be a combination of undergraduate and/or graduate credit hours if unit members submit to the District a comprehensive plan for completion of these forty-five (45) hours. This comprehensive plan must be of high standard and directly relate to the unit member's professional development.
 3. Forty-five (45) quarter hours taken at an accredited college or university subsequent to completion of all requirements for the Bachelors+90 w/Masters or MA+45 column. These forty-five (45) quarter hours must be taken for graduate credit and must be approved by the Director of Instruction. These must directly relate to the unit member's professional development.
 4. Forty-five (45) quarter hours taken at an accredited college or university subsequent to completion of all requirements for the Bachelors+90 w/Masters or MA+45 column. These forty-five (45) quarter hours may be a combination of undergraduate and/or graduate credit hours if unit members submit to the District a comprehensive plan for completion of these forty-five (45) hours. This comprehensive plan must be of high standard and directly relate to a unit member's professional development.
 5. A Doctorate/Ph.D. Degree earned from an accredited college or university.
- 4.5.5 Courses submitted by unit members to qualify for schedule placement or advancement for the BA+60, BA+83, and BA+105 columns must be from an accredited college or university and be relevant to the unit member's professional

improvement as a District 4J employee. A challenge to the District's final decision on relevance shall be jointly determined by the District and the Association.

- 4.5.6 The District periodically offers classes and workshops that meet the University standard for obtaining credit. Unit members who take these classes and who do not wish to obtain University credit, but who do wish to apply credit from these classes or workshops for the purposes of salary schedule advancement need to obtain permission in advance from their director, and notify the instructor of the class or workshop. At the completion of the workshop, the instructor will provide the unit member with a certificate indicating successful completion of the course or workshop. This certificate will be used by the Human Resources Department to compute credits for salary schedule advancement. The criteria for determining the University standard for such course work is as follows:
- a. The instructor is qualified for teaching or training in the subject area in which the course is taught.
 - b. The outline of the course must be in line with the title of the course and the credit hours to be granted.
 - c. The course must have the appropriate course number, e.g. 07 courses are seminars with substantial theory; 08 courses are workshops that are "hands-on" and little theory.
 - d. Each credit hour requires a minimum of ten (10) hours of seat time and the expectation of twenty (20) hours of out-of-class work.
 1. The District may approve EEA sponsored classes for advancement on the salary schedule when an EEA class or workshop meets all the terms and conditions for approval in Section 4.5.5.

4.6 SALARY WHEN PROMOTED:

When a unit member is promoted or transferred by the District within the same employment classification, his or her new salary shall not be less than the former salary.

4.7 METHOD OF PAYMENT:

Unit members' salaries shall be paid in twelve (12) monthly installments. The first installment shall be paid in August of each year and each subsequent installment shall be paid on the last business day of each month thereafter. Unit members whose employment is terminated for any reason during the work year shall be paid in full on the next regular payroll date, or within five (5) business days after that payroll date but no later than within thirty-one (31) days of termination. Unit members whose District employment terminates at the end of the work year, for any reason other than retirement, will receive their final paycheck in the 12th monthly installment, i.e., by July 31. Unit members whose District employment terminates due to retirement will receive their final paycheck at the end of the month in which District employment has terminated.

4.8 PAYROLL DEDUCTIONS:

The District shall deduct from the salaries of the unit members at the unit member's request, the following:

- Premiums for Board approved health and welfare benefits
- Tax sheltered annuities (TSA) which the District has approved
- Contributions to the United Way

4.8.1 Association dues and payment in lieu of dues shall be made without the unit member's request.

4.8.2 The Association shall hold the District harmless from any and all claims, facts, orders, or judgments against the District as a result of deductions paid to the Association.

~~4.8.3 Any unit member may request in writing the unit member's regular Association membership dues to be deducted from the unit member's salary. The first monthly deduction shall be made on the following pay date after the authorization is received. Such authorization shall continue in effect until revoked in writing. A unit member may cancel the dues deduction authorization between September 1 and October 15 each year.~~

~~4.8.4~~ 4.8.3 The District shall deduct one-tenth (1/10) of the dues each month beginning in October of each year. Deductions for unit members whose authorization is received after the commencement of the school year shall be prorated so that the full amount of the Association dues shall be completed by the July following the first deduction.

~~4.8.5~~ 4.8.4 The amount of Association dues collected shall be remitted to the Association each month at no cost to the unit member nor the Association. The District in a reasonable manner shall provide the Association the names of the persons whose dues the District has deducted.

~~4.8.6~~4.8.5 Any bargaining unit member can join or transfer to any existing TSA plan as long as the total number of participants would be five (5) or more. To add a new TSA plan requires ten (10) or more District employee participants. The District will make its best efforts to remit TSA payments within five (5) working days.

~~4.9~~ LONGEVITY PAY:

~~The longevity pay system is as described below:~~

~~4.9.1 Unit members will move to longevity on the schedule, attached in Appendix A, after one (1) year at the top step of any salary column.~~

~~a. All unit members will receive monthly salary payments equal to one twelfth (1/12) of the longevity payment as part of their annual salary compensation while eligible for longevity.~~

~~b. Eligible unit members who advance salary columns and who continue to be eligible for the top step of the new column will be eligible for the longevity payment in the new column.~~

~~4.9.2 Unit members shall qualify for advancement to the longevity step as described in Section 4.4.~~

~~4.9.3 The District will deduct the unit member's share of payroll deductions.~~

~~4.9.4 Unit members who are eligible under Section 4.9 for Longevity Pay and who take unpaid leave (Article 9) shall continue to be eligible for Longevity Pay upon their return from leave.~~

~~4.9.5 At retirement from District employment a unit member's rights to longevity pay are as follows:~~

~~a. A unit member who is on the top step 13 (step 16 for the B+105, B+90 w/M, M+45, M+90 or Doctorate columns) of a column at the time the unit member retires, is not eligible for longevity pay at the time of retirement.~~

~~b. A unit member who retires during a work year will receive the balance of that work year's monthly longevity payments in a lump sum in the payroll period that coincides with the unit member's retirement date. If the unit member is reemployed for the balance of the work year following retirement, the unit member will continue to receive the longevity step as part of the monthly payroll and no lump sum payment will be issued.~~

~~e.a. Unit members who retire at the end of a full work year while receiving longevity shall be paid an additional lump sum amount equal to the highest step increment of the unit member's pay column.~~

~~4.10.4~~4.9 SUPPLEMENTAL RETIREMENT BENEFIT:

The District will provide two supplemental retirement plans for eligible unit members. A unit member hired and employed as a bargaining unit member prior to July 1, 1998 and continuously a bargaining unit member until the date of retirement from District employment, is eligible for Supplemental Retirement Plan A. A bargaining unit member hired and employed on or after July 1, 1998, is eligible for Supplemental Retirement Plan B. A unit member who elects supplemental retirement must provide the District with at least sixty (60) days advance notice of retirement. Notice may be revoked or waived with District consent.

~~4.10.4~~4.9.1 RETIREMENT PLAN A: The District shall offer to Plan A eligible unit members a supplemental retirement program which will provide the unit member with a monthly stipend through the month the member turns age sixty-two (62) and an insurance contribution through the month preceding the month the member turns Medicare eligible by age.

a. ELIGIBILITY. A unit member is eligible to participate in the Section 4.10 supplemental retirement Plan A with:

1. Ten (10) years of service in the District and fifty-eight (58) years of age or more; or
2. Ten (10) years of service in the District and thirty (30) years or more participation in PERS regardless of age. Participation in PERS includes years purchased from PERS from out-of-state teaching experience and military service.

b. NOTIFICATION.

1. By April 1st, unit members must give the District Human Resource Department a written commitment which specifies a retirement date if they intend to retire during the period from April 1st through November 15th. If unit members provide this commitment by April 1st, they shall be advanced two payments of the monthly supplemental retirement stipend in the first month following termination from the District. If unit members do not provide this commitment by April 1st and retire during the period

from April 1st through November 15th, the unit members shall not be paid the monthly supplemental retirement stipend or the District insurance contribution during the first two months following retirement.

- c. **MONTHLY STIPEND.** The amount and maximum number of the monthly stipends are specified in the table below. Years in PERS is the number of service years in PERS at the date of District retirement.

| Age at Retirement | Years in PERS | Max. No. of Monthly Stipends | Monthly Stipend Amount | Max Stipend Amount |
|-------------------|---------------|------------------------------|------------------------|--------------------|
| 55 or fewer years | 30 | 84 | \$400 | \$33,600 |
| 56 | 30 | 72 | \$400 | \$28,800 |
| 57 | 30 | 60 | \$400 | \$24,000 |
| 58 | 10 or more | 48 | \$450 | \$21,600 |
| 59 | 10 or more | 36 | \$450 | \$16,200 |
| 60 | 10 or more | 24 | \$450 | \$10,800 |
| 61 | 10 or more | 12 | \$450 | \$5,400 |

- d. **EARLY OUT OPTION.** A unit member between age fifty-three (53) and fifty-eight (58) with ten (10) years in the District is eligible for the Early Out Option without attaining thirty (30) years participation in PERS. The Early Out Option is available to bridge a unit member to his/her earliest eligibility date which is either at age fifty-eight (58) or attaining thirty (30) years in PERS before age 55. The maximum total stipend amount a unit member can receive is determined by his/her age at earliest eligibility under the regular supplemental retirement program. (See table above, Section 4.10.1.c.) The monthly stipend amount is the maximum amount divided by the number of monthly payments to age sixty-two (62).
- e. **PAYMENT UPON DEATH.** In the event of a unit member's death, the remaining balance of the monthly payments shall be paid to the estate of the unit member.
- f. **RETIREE MEDICAL INSURANCE:** A unit member is eligible for the District's retiree insurance plan and District contribution toward that plan until s/he qualified for Medicare coverage at age sixty-five (65) or due to Social Security Disability prior to age 65. His/her spouse, domestic partner, and/or dependents are eligible for coverage until that date. If the retired unit member or the retired unit member's spouse or domestic partner qualifies for federal Social Security Medicare coverage prior to age 65 because of a disability then, as determined by the Joint Benefits Committee, the retired unit member or the retired unit member's spouse or domestic partner will be eligible to receive a monthly reimbursement amount, from the licensed insurance reserves, not to exceed the amount of the District's retiree monthly insurance contribution, to be used to purchase the Oregon PERS supplemental Medicare coverage plan or, if ineligible for PERS coverage, to purchase another supplemental Medicare coverage plan.
- For unit members who retire in ~~2010-11~~[2014-15](#), ~~2011-12~~[2015-16](#) or ~~2012-13~~[2016-17](#), the District's total contribution for unit member and spouse retiree medical insurance program shall be determined by multiplying 0.56 (fifty-six hundredths) times the amount of the District's contribution for insurance listed in Section 6.1. The District's contribution amount shall be per retired unit member per month effective October 2010, October 2011, and October 2012.
 - In the event unit member and spouse retiree medical insurance costs exceed the District's total monthly contribution, the excess costs will be paid by the retired unit member.
 - In the event of the unit member's death prior to both the Social Security full retirement age and coverage under Medicare, the District, if the spouse of the unit member is at the time of the unit member's death not covered by Medicare, shall pay monthly contributions incident to covering such spouse under the District's medical insurance program until such time as the unit member would have reached Medicare eligibility at age 65. If the deceased unit member's spouse or domestic partner qualifies for federal Medicare coverage prior to age 65 because of a disability, then, as determined by the Joint Benefits Committee, the retired unit member's spouse or domestic partner will be eligible to receive a monthly reimbursement amount, from the licensed insurance reserves, not to exceed the amount of the District's retiree monthly insurance contribution to be used to purchase the Oregon PERS supplemental Medicare coverage plan or, if ineligible for PERS coverage, to purchase another supplemental Medicare coverage plan.
 - If the retired unit member's spouse/domestic partner is not yet eligible for Medicare when the retired unit member becomes or would have become Medicare eligible at age sixty-five (65), and is no longer eligible

for the District's insurance plan(s), the District will offer the spouse/domestic partner the option of continuing on the District's plan until s/he is Medicare eligible. No District contribution will be made toward that continued coverage. In the event that the District is not a member of an insurance trust and the above retiree's spouse/domestic partner's participation can negatively impact claims experience, this section can be re-negotiated upon request of the District or Association.

5. The insurance carrier for the District's retiree medical insurance program will be determined as provided in Article 6.

- g. The number of months of District retiree insurance contribution is 120 or fewer depending on the unit member's earliest date of eligibility for the early retirement benefits under Section 4.10. For example, if a unit member is eligible for the early retirement benefit at an age younger than 55 years with 30 or more years of service in PERS, the unit member would be eligible for 120 months of the District insurance or until Medicare eligibility age 65, whichever is earliest. If this unit member was age 53 at retirement, then the unit member could divide the total value of 120 x dollars of the District monthly insurance contribution by 144 to get the monthly amount of the District insurance contribution from retirement at age 53 to age 65. The monthly amount will be determined based on the percentages listed below.

**Eligible to retire at age 55 with
30 years in PERS**

| Age at Retirement | | | | | % Dist Cont |
|-------------------|--------|----|-----------|--------|----------------|
| Years | Months | | Years | Months | |
| 51 | 0 | | | | 71% |
| 51 | 1 | to | 51 | 6 | 74% |
| 51 | 7 | to | 52 | 0 | 77% |
| 52 | 1 | to | 52 | 6 | 80% |
| 52 | 7 | to | 53 | 0 | 83% |
| 53 | 1 | to | 53 | 6 | 87% |
| 53 | 7 | to | 54 | 0 | 91% |
| 54 | 1 | to | 54 | 6 | 96% |
| 54 | 7 | | (or over) | | 100% |

**Eligible to retire at age 58 with
less than 30 years in PERS**

| Age at Retirement | | | | | % Dist Cont |
|-------------------|--------|----|-----------|--------|----------------|
| Years | Months | | Years | Months | |
| 53 | 0 | | | | 58% |
| 53 | 1 | to | 53 | 6 | 61% |
| 53 | 7 | to | 54 | 0 | 64% |
| 54 | 1 | to | 54 | 6 | 67% |
| 54 | 7 | to | 55 | 0 | 70% |
| 55 | 1 | to | 55 | 6 | 74% |
| 55 | 7 | to | 56 | 0 | 78% |
| 56 | 1 | to | 56 | 6 | 82% |
| 56 | 7 | to | 57 | 0 | 88% |
| 57 | 1 | to | 57 | 6 | 93% |
| 57 | 7 | | (or over) | | 100% |

4.40.24.9.2 RETIREMENT PLAN B:

- a. Unit members hired on or after July 1, 1998 are eligible for the Plan B Supplemental Retirement benefits. The District will begin paying the Plan B benefit under the terms of this Section after January 1, 1999 as part of an eligible unit member's monthly salary payment. The District will make the monthly TSA payment to a TSA

company selected from the District list of TSA companies retroactive to the first month of eligibility when a unit member has submitted a completed and executed District TSA enrollment form to the District Payroll Department within three months of initial eligibility. The unit member will maintain the TSA form required by the District. ~~If a unit member has not submitted a completed and executed form selecting a TSA company within three months of the unit member's initial eligibility for the District TSA payment, then the District will enroll the unit member in the TSA company and plan that has been jointly selected by the District and Association. The District will then make the TSA payments to that company retroactive to the unit member's first month of TSA payment eligibility on or after August, 2007.~~

- b. The District monthly TSA contribution will be \$50 for the first two years of a unit member's eligibility for the Plan B TSA contribution. The District monthly TSA contribution will increase as follows for future years of eligibility:
 1. Third year of eligibility - \$75
 2. Sixth year of eligibility - \$100
 3. Tenth year of eligibility - \$150
- c. A unit member who PERS or OPSRP retires from the District and who received the Plan B TSA contribution will have the opportunity to participate in the District's retiree medical insurance program on a self-pay basis until s/he qualifies for Medicare coverage or due to Social Security Disability. The retired unit member's spouse / domestic partner may participate in the District's retiree medical insurance program on a self-pay basis subject to the eligibility terms in section 4.10.1.f.4 above.
- d. The following provisions apply when a TSA provider leaves the market such that an employee enrolled with that provider has an interruption in District TSA contributions:
 1. If contributions are interrupted between August 1 and November 15 of any given year, the employee may enroll with a new provider by November 15 of that year and submit the required form to the District, and the District will make retroactive contributions for the month(s) during which contributions were interrupted. ~~If the employee has not selected a TSA provider and submitted the TSA form to the District by November 15, the District will enroll the employee with the default TSA provider on about November 16 of that year and make contributions retroactively for the month(s) contributions were interrupted.~~
 2. If contributions are interrupted between November 16 and July 31, the employee may select a new provider and submit the required form to the District, and the District will make prospective contributions. ~~If the employee has not enrolled with a new provider and submitted the required form within three months of the interruption, the District will enroll the employee in the default plan and will make contributions on a prospective basis only.~~

4.14.10 TRAVEL ALLOWANCE:

Unit members required in the course of their daily work to drive personal automobiles exclusive of the normal daily commute shall receive reimbursement at the prevailing I.R.S. mileage rate. The allowance given for authorized use of personal cars for field trips or other business of the District shall be at the same rate.

ARTICLE 5 - EXTRA DUTY COMPENSATION

5.1 ACTIVITY SCHEDULE:

Unit members performing extra duty service to cover responsibilities over and above those usually assigned during the school year shall receive additional compensation. The following percentages shall apply to the unit member's actual column of the salary schedule (the unit member's step placement on their column is based on their specific extra duty experience credit as defined in Section 5.5 [and excludes top step](#)):

5.1.1 Senior High Coaches: Men

| | |
|----------------------------------|--------------------------------------|
| Head Football | 15% |
| 1st Assistant Football | 10% |
| 2nd Assistant Football..... | 10% |
| 3rd Assistant Football..... | 7% |
| 4th Assistant Football..... | 7% |
| 5th Assistant Football..... | 7% |
| 6th Assistant | 7% |
| Head Basketball..... | 15% |
| 1st Assistant Basketball..... | 10% |
| 2nd Assistant Basketball | 7% |
| 3rd Assistant Basketball..... | 7% * |
| Head Baseball..... | 10% |
| 1st Assistant Baseball..... | 7% |
| 2nd Assistant Baseball | 6% |
| Head Wrestling..... | 10% |
| 1st Assistant Wrestling..... | 7% |
| 2nd Assistant Wrestling | 6% * |
| Head Soccer | 10% |
| 1st Assistant Soccer..... | 7% |
| 2nd Assistant Soccer | 5% |
| Tennis..... | 6% |
| Open Facilities | unit member's hourly rate |

5.1.2 Senior High Coaches: Women

| | |
|----------------------------------|--------------------------------------|
| Head Basketball..... | 15% |
| 1st Assistant Basketball..... | 10% |
| 2nd Assistant Basketball | 7% |
| 3rd Assistant Basketball..... | 7% * |
| Head Volleyball..... | 10% |
| 1st Assistant Volleyball..... | 7% |
| 2nd Assistant Volleyball | 5% |
| Head Soccer | 10% |
| 1st Assistant Soccer..... | 7% |
| 2nd Assistant Soccer | 5% |
| Softball..... | 10% |
| 1st Assistant Softball | 7% |
| 2nd Assistant Softball..... | 6% * |
| Tennis..... | 6% |
| Open Facilities | unit member's hourly rate |

5.1.3 Senior High Coaches: Coed

| | |
|------------------------------|-------|
| Head Track | 12% |
| 1st Assistant Track | 9% |
| 2nd Assistant Track..... | 9% |
| 3rd Assistant Track..... | 7% |
| 4th Assistant Track..... | 7% |
| 5th Assistant Track..... | 7% ** |
| Head Gymnastics | 11% * |
| Head Swimming..... | 11% |
| Assistant Swimming | 7% |
| Head Cross Country | 7% |
| Assistant Cross Country..... | 5% |
| Head Golf | 6% * |
| Assistant Golf | 4% * |

**A fifth (5th) Assistant Track Coach may be hired, at an increment of seven percent (7%), if the number of students participating in track exceeds eighty-five (85).

- 5.1.4 Middle School Coaches: Men
 - Head Wrestling..... 4.75% *
 - Assistant Coach 4.5% *
 - 8th Grade Soccer 4% *
 - 7th Grade Soccer 4% *
- 5.1.5 Middle School Coaches: Women
 - Head Volleyball..... 4.75% *
 - Assistant Volleyball 4.5% *
 - Assistant Volleyball 4.5% *
 - 8th Grade Soccer 4% *
 - 7th Grade Soccer 4% *
- 5.1.6 Middle School Coaches: Coed
 - Head Track 7%
 - 1st Assistant Track 5% **
 - 2nd Assistant Track 5% **
 - 3rd Assistant Track..... 5% **
 - Middle School Wrestling \$1,250 per region

- 5.1.7 Music
 - Elementary Instrumental..... 1%
 - ~~Full-time Elementary Instructor~~ Music Performance — 2%
 - Each performance..... 1%
 - for up to 1 performance per building
 - Middle School Orchestra 3%
 - Senior High Orchestra..... 4%
 - Middle School Band..... 4%
 - Middle School Choir..... 4%
 - Senior High Choir 8%
 - Senior High Band..... 10%

- 5.1.8 Other Extra Duty
 - Senior High Speech..... 12%
 - Senior High Paper 10%
 - Senior High Yearbook 10%
 - Senior High Rally 8%
 - Senior High Dance Team Adv. 6%
 - Senior High Drama & Stagecraft:
 - each play 6%
 - for up to 2 plays per year
 - Senior High Musical 6%
 - for one musical play to be divided among drama/stagecraft, orchestra, & vocal
 - Middle School Drama per play..... 2%
 - for up to four plays each year.....
 - Middle School Journalism 4%

* The funding for these positions was reduced or eliminated. If restored, the position will continue at these percentages. The District has eliminated the middle school volleyball and wrestling positions effective July 1, 2001. Middle school wrestling will become a club sport program connected with each high school and as long as this program change continues the District will provide \$1,250 for club wrestling per high school region to cover program expenses.

** A 1st Assistant Track Coach may be hired if the number of students participating in track exceeds 35; a 2nd Assistant Track Coach may be hired if the number of participants exceeds 70; a 3rd Assistant Track Coach may be hired if the number of participants exceeds 105.

- 5.1.9 Open Facilities
Each high school will have a \$5,500 budget per year to use for open facilities.

5.1.10 Fall Reporting Time

If the District requires athletic directors, athletic trainers, marching band directors, and fall sports coaches to report eight (8) or more calendar days before unit members' first regular duty day of the school year as established by the school calendar adopted by the School Board, these unit members will receive an additional increment of two percent (2%). The District historically starts the high school fall sports season on a date consistent with the OSAA guidelines.

- 5.1.11 A building administrator or designee and unit member may mutually agree in writing that a Section 5.1 increment which a qualified unit member is eligible to receive, be split evenly among one or more recipients, excluding head coach positions.

5.2 CONTRACTING OUT EXTRA DUTY ASSIGNMENTS

- 5.2.1 Unit members may notify the Human Resources Office in writing of their interest in particular extra duty positions. If a vacancy occurs in an extra duty position in which one or more unit members have previously submitted written notice of interest, the District will interview such unit members prior to interviewing applicants who are not unit members. If no qualified and currently employed member of the bargaining unit agrees to perform the service, then the District may contract with other persons to perform the service. The District will give members notice by E-mail of the process for applying for vacant extra duty positions. The notice shall be sent on or before September 1 and May 1 each work year.
- 5.2.2 The process for posting and hiring of a teacher for the head coaching positions for high school boys' and girls' basketball and for high school boys' football is as follows. The District must post vacancies for a new school year under the terms of Articles 5 and 11. The District may choose to temporarily not fill a vacancy under the terms of Article 11 in order to facilitate hiring a teacher for the head coaching positions for high school boys' and girls' basketball and for high school boys' football. This exception to the terms for Article 11 can only be used through June 30. The procedure follows:
- a. The District shall post the position under the terms of Article 11, and the posting shall note that the position is on administrative hold and may not be filled by a permanent unit member. However, in the event the District decides to fill the position, applicants shall be notified and given their right under the terms of Article 11 to be interviewed and considered for the position.
 - b. All applicants for a position on administrative hold shall be screened under the terms of Section 11.1.8.a; however, the interview required under Section 11.1.8.a.2 does not have to occur until the District decides to fill the vacancy.
 - c. When the District decides to fill a vacancy on administrative hold, those applicants interviewed shall have their rights set forth in Section 11.1.8.b and when one of the applicants is not a unit member and has agreed to be a head coach for one of the three high school coaching positions listed above, then the vacancy shall be filled as if it met the terms of Section 11.1.8.d.
 - d. Except as modified by this Article, all other unit member rights set forth in Article 11 shall be implemented for all unit member applicants who meet the terms of this addendum agreement following their completion of the interview for such a vacancy.
 - e. When filling a position when one or more of the applicants is not a unit member and an applicant for one of three head high school coaches, a committee of at least three (3) unit members chosen by the affected department's members, will interview all applicants for the position. The committee will rank order the top three applicants and give the recommendation to the building principal and to Human Resources.
 - f. The District will not include extra duty coaching and rally interest as a qualification for high school teacher position descriptions under the terms of Article 11.

5.3 ATHLETIC TRAINERS:

- 5.3.1 Notwithstanding Sections 5.5 and 5.7.2 and Article 10 of this Agreement, athletic trainers shall continue to work the work week and work year established by past practice as described in the August 10, 1998 memo.
- 5.3.2 Athletic trainers will be covered by the terms of Section 5.1.9 for fall sports reporting time.
- 5.3.3 Athletic Trainers assigned to support an extended season tournament or playoff, as described in Section 5.5.10, and the support work occurs outside the Trainer's scheduled work day will be paid \$120 for football games and \$60 for other events per day. If this support work occurs on Saturday, then the Trainer will be paid \$200.

5.3.4 An athletic trainer with a Bachelor of Arts degree, or any higher degree, will be placed on the BA salary column of the salary schedule in the Agreement, unless an athletic trainer with a Bachelor of Arts degree, or any higher degree, also is certified by the Board of Certification of the National Athletic Trainer's Association as an athletic trainer, in which event he/she will be placed on the column of the salary schedule appropriate to the trainer's degree and course credits.

5.4 CONTRACTING OUT SUPERVISORY WORK:

- 5.4.1 The District agrees to first hire up to four available unit members for high school athletic game supervision positions. The District retains the right to determine the total number of positions at each [basketball game athletic event](#) and may hire non-bargaining unit members for additional positions at [basketball games athletic events](#). If the District should decide to hire members in activities other than high school basketball to fill positions described in this Section, the District will pay in accordance with Section 5.6. Members hired as ticket personnel, door monitors, and crowd control positions shall be paid at sixty percent (60%) of the hourly rate as established in Section 5.6. All other positions shall be paid the full hourly rate.
- 5.4.2 Bargaining unit members will be notified of vacancies through the District's customary notification procedure. If there are insufficient applicants either from the same high school or the same region to fill the positions reserved to the bargaining unit, the District may hire other persons for those positions unless bargaining unit applicants become available.
- 5.4.3 The bargaining unit member shall continue in the position for the duration of the season, except the individual's right to a position may be terminated for an unexcused absence.

5.5 ADDITIONAL RESPONSIBILITIES:

Unit members performing services over and above those usually assigned during the school year shall receive additional compensation.

- 5.5.1 The following percentages shall be computed on the individual's actual salary, [exclusive of top step](#).
- 5.5.2 Additional responsibilities may require the following additional work days beyond the school year:

| Position | Additional Percentage | Additional Work Days |
|---|------------------------------|-----------------------------|
| Senior High Athletic Director ** | 15 | 15 |
| Assistant Senior High Athletic Director | 8 | 5 |
| Senior High Dept. Chairperson (5.5.3) | 11 | 15 |
| Ed. Support Svcs. Dept. Chair *** | 11 | 5 |
| <u>IHS Head Teacher</u> | <u>11</u> | <u>0</u> |
| Senior High Head Teachers (5.5.4) | 5 | 5 |
| Middle School Athletic Coordinator | 6 | 0 |
| Middle School Intramural Coordinator | 0 | 0 |
| Middle School Track Coordinator | 2 | 0 |
| Middle School Team Leader | 6 or 8 | 0 |
| Senior High Media Specialist | * | 15 |
| Middle School Media Specialist | * | 15 |
| Senior High Counselor (per building) | 0 | 10 |
| Middle School Counselor (per building) | 0 | 3 |
| <u>High School Testing Coordinator (per building)</u> | <u>*</u> | <u>4</u> |
| <u>Middle School Testing Coordinator (per building)</u> | <u>*</u> | <u>4</u> |

*Each additional day up to the number listed, to be paid at the unit member's per diem rate.

- 5.5.3 Senior High Department Chairpersons or persons with equivalent responsibility shall be defined as leaders of Departments with five (5) or more full-time equivalent teachers.
- 5.5.4 Senior High Head Teachers or persons with equivalent responsibility shall be defined as leaders of Departments with fewer than five (5) full-time equivalent teachers. Small departments may be joined to provide a Head Teacher.
- 5.5.5 Middle School Team Leaders or persons with equivalent responsibility shall be defined as leaders of teams with three (3) or more full-time equivalent teachers. Six middle school team leader positions will be paid an 8% extra duty stipend, per the procedures of Article [5.5.8](#). Any of these middle school team leader positions may be split in

two (for a maximum of twelve (12) positions), with proportional payment of the 8% stipend, per the procedures of Article 5.5.8.

5.5.6 Up to four (4) additional workdays for Elementary Media Specialists shall be allowed at the discretion of the District.

5.5.7 Instructional Time:

- a. Senior High Department Chairpersons or persons with equivalent responsibility shall not teach more than four (4) periods per day.
- b. Senior High Head Teachers and Middle School Intramural Coordinators shall not teach more than five (5) periods per day.
- c. Senior High School Athletic Directors shall teach no more than half time over a school year. Each Athletic Director position will be allocated four (4) hours of classified clerical time or the Athletic Director may choose to convert the clerical time to one less instructional period for the Athletic Director not to exceed .25 FTE.
- d. Education Support Services Department Chair have the ability to schedule non-instructional time during their work day.

5.5.8 PROCESS FOR CHANGING ADDITIONAL RESPONSIBILITIES:

- a. On an annual basis, District schools and departments will work collaboratively with the administrator and propose to the Joint Contract Administration Committee (JCAC, see Article 16.2) a leadership structure and compensation for unit members provided they have consensus or formal approval by secret ballot of at least seventy-five percent (75%) of the licensed unit members voting at the site and approval of the site administration. Licensed ESS unit members may conduct the vote via e-mail. The compensation cannot exceed the funds budgeted for Article 5.5.
- b. The JCAC will review and approve a proposal, or refer it back to the site for modification.
 1. If a proposal is sent back, the school or department will consider the recommended changes and submit a final proposal to the JCAC.
 2. If the JCAC does not approve the structure and compensation as proposed, the Association can grieve the compensation terms on the basis that the compensation is not reasonable and equitable for the leadership responsibilities as assigned and carried out by the unit member.
 3. When final approval is given, all elements of the proposed change, including compensation proposals, can be implemented.
 4. If the compensation portion(s) of a proposal is not approved by the JCAC, the site may implement the new leadership structure, but may not compensate participants until 4J and the EEA resolve the compensation issue by agreement or grievance award.
- c. The JCAC will complete its initial review of a proposal within fifteen (15) work days and any subsequent review within ten (10) work days of receiving a proposal.
- d. The District shall provide annually to the JCAC a description of the 5.5 leadership structure and compensation for teacher leadership responsibilities.
- e. The District will continue to budget funds for Article 5.4 additional responsibilities of Senior High Department Chair, Ed. Support Services Department Chair, Senior High Head Teacher, and Middle School Team Leader which are available for unit member compensation under Section 5.4.8.
- f. The funds distributed to unit members for additional responsibilities listed in paragraph 5.5.8.e. under the terms of Article 5.5.8 will be for additional salary.

5.5.9 ELEMENTARY TEACHER LEADERSHIP EXTRA DUTY COMPENSATION

Elementary teachers in each elementary school (neighborhood and alternative) will receive ~~additional release~~ days per diem pay for accepting teacher leadership responsibilities in the school as follows.

Elementary teacher leadership responsibilities include:

- a. Grade level facilitators;
- b. Assistance with coordination of staff development and/or school improvement on such issues as addressing the achievement gap or special needs students;
- c. Technology facilitation;
- d. Coordination and organization of student performances; and
- e. Coordination of testing.

This list can be changed based on the needs of a school; however, changes must be approved by the JCAC using the Section 5.4~~5~~.8 process. The elementary leadership responsibilities and number of ~~release~~ extended contract days for each leader must be reported annually to JCAC.

The teacher who accepts leadership responsibilities will receive ~~paid release days~~ extended contract day pay during the work year. ~~These days can be taken on days selected by the teacher with reasonable advance notice to the principal and substitute availability including days before and after weekends, vacations, and holidays, except for scheduled professional development time. The teacher has the option of receiving salary compensation for unused release days at the teacher's per diem rate. A teacher must give notice of intent to convert by May 15.~~

The number of elementary teacher leadership ~~release~~ extended contract days per elementary program shall be determined as follows:

| | |
|--------------------|--|
| 100 - 249 students | 10 teacher release <u>extended contract</u> days not to exceed 3 teachers |
| 250 - 399 students | 14 teacher release <u>extended contract</u> days not to exceed 4 teachers |
| 400 - 600 students | 18 teacher release <u>extended contract</u> days not to exceed 5 teachers |

- 5.5.10 EXTENDED SEASON PAY: Coaches in OSAA sanctioned activities whose teams proceed to postseason tournaments or games shall be compensated for each day on which they are required to perform services. This per diem compensation shall be calculated by dividing the Section 5.1 stipend by fifty-five (55):

Provisions of this paragraph shall apply to band and cheerleader/rally team leaders who are required by the District to attend tournaments/playoffs.

Athletic Directors who are required by the District to attend tournaments or games shall receive extended season pay at sixty-five percent (65%) of the above rate for each day the Athletic Director attends one or more tournaments or games.

~~JOINT COMMITTEE ON LEADERSHIP~~

~~The Association and District will form a joint committee of a minimum of four (4) representatives each to study and consider changes to Article 5 that pertain to licensed leadership. The committee will provide its recommendation to JCAC by March 15, 2014.~~

- 5.5.11 EXTENDED TRAVEL

Unit members in a Section 5.1 extra duty coach position who are required to travel one way in excess of 120 miles to a conference game, will be paid a travel stipend of \$50 per game.

- 5.6 EXPERIENCE CREDIT:

Experience credit shall be allowed for each year of participation in the specific extra duty activity. Extra duty pay is not tied to the teaching experience of the individual. In no event shall the unit member be allowed credit higher than Level 8 upon entering the schedule.

- 5.7 HOURLY PAY:

- 5.7.1 SUPERVISOR PAY: Unit members required or assigned by the District to assume responsibility for extracurricular assignments not listed in Section 5.1 shall be paid at the rate of \$16.00 per hour.

- 5.7.2 NON-CONTRACT DAYS: Unit members required or assigned by the District to assume responsibility for assignments not listed in Section 5.1, which require time on non-contract days, shall be reimbursed at the rate of \$16.00 per hour for up to a maximum of their per diem rate.

5.8 NUMBER OF PAYMENTS

Unit members will be paid Article 5 extra duty stipends in ten (10) equal payments beginning the end of October payroll. Extra duty stipends that are implemented or changed during the work year will be paid over the balance of the remaining payroll cycle.

5.9 IB ASSESSMENT COMPENSATION

The District will allocate \$24,099 for IB assessment compensation, which will be increased each subsequent fiscal year by the licensed COLA increase. The District will distribute 20% of the funds to Eugene IHS (EIHS), and the remaining 80% to other IB host sites (South Eugene, Sheldon, Churchill, and North), based on the number of students in each program who are registered for IB tests in October of that fiscal year. The leadership team of each site will then distribute the funds to support the work required for completing required IB internal assessments for the classes offered at each site in math, biology, chemistry, physics and foreign language.

ARTICLE 6 - FRINGE BENEFITS AND OTHER ALLOWANCES

INSURANCE:

6.1 FULL TIME:

The District's monthly insurance contribution for each full-time equivalent (FTE) unit member is one thousand one hundred and forty-five dollars (\$1,145.00) per month for the period October ~~2013~~ 2014 through September ~~2014~~ 2015. ~~There will be a one time transfer of \$200,000 from the licensed insurance reserve fund to the District general fund on October 1, 2013, to cover the cost of the insurance increase. There will be a second transfer of \$589,000 from the licensed insurance reserves to the District general fund on August 1, 2013, representing the cost of the COLA and a portion of the step increases.~~

6.2 PART TIME:

The District's monthly insurance contribution for each part time unit member whose FTE is between .50 FTE and .99 FTE shall be an amount which is a percentage of the full time unit member's District contribution set forth in Section 6.1 determined as follows:

- .500 FTE to .750 FTE shall receive 75% of the full time contribution,
- .751 FTE to .800 FTE shall receive 80% of the full time contribution,
- .801 FTE to .850 FTE shall receive 85% of the full time contribution,
- .851 FTE to .900 FTE shall receive 90% of the full time contribution,
- .901 FTE to .950 FTE shall receive 95% of the full time contribution,
- .951 FTE to .999 FTE shall receive 100% of the full time contribution.

6.3 CARRIER SELECTION:

The Joint Committee on Insurance (JBC) will select the insurance carrier(s); if the JBC is unable to agree on the selection, the District shall select the insurance carrier(s).

6.4 JOINT BENEFITS COMMITTEE:

The parties will continue the standing JBC with four (4) members appointed by the Association and four (4) members appointed by the District. Each party shall designate one of their appointees as a co-chair of the JBC. The JBC decisions shall be by consensus. The JBC is responsible for designing and managing the unit members' benefit programs, the reserve fund, and communication with unit members on benefit issues. The JBC will annually recommend to the District a budget for its operating expenses which shall include but is not limited to consultant fees, substitute release time, printing, and postage. The JBC will annually use JBC managed insurance reserve funds to pay one-half of the operating costs and management expenses of the certified insurance plans up to sixty thousand dollars (\$60,000.00). JBC members shall have equal access to all committee consultants.

- a. The insurance reserve fund and all amounts which have been added to the fund, including interest earned on the fund amount, are reserved exclusively for the bargaining unit members' insurance program as managed by the JBC.

6.5 BENEFIT ADJUSTMENT:

If costs of unit member medical, dental, vision, life, and long-term disability insurance exceed the District contribution, then the JBC will adjust the benefit program to fall within the amount of the District contribution including accumulated insurance fund reserves or assess unit members the excess cost. If the JBC is unable to reach consensus on how to cover the difference between the insurance premium and the amount of the District contribution as required by this Section, then the Association and District JBC representatives shall each make a proposal for covering this difference using either benefit program changes, available JBC reserves, and/or unit member out-of-pocket contribution or a combination thereof.

6.6 PREMIUM FOR DISABLED TEACHERS:

When a member is absent from work while eligible for compensation under the District disability income insurance plan, the District shall continue its monthly insurance benefit contribution for the months the District would have continued its contribution had the member used his/her available paid sick leave at his/her assigned FTE rate.

6.7 TERMINATION OF BENEFITS:

The District's obligation to make contributions towards premiums for the benefits shall terminate on August 31 of the year for each employee whose contract is not renewed for the following school year, or who is on unpaid leave of absence for the following school year, or who has completed a year's contract and resigned. If a unit member's employment is terminated prior to the end of a school year, or he or she takes unpaid leave (other than FMLA or OFLA), the District's contribution toward premiums for benefits shall cease as of the last day of the last month he or she is employed.

6.8 BENEFIT COORDINATOR:

The JBC shall annually select a bargaining unit member to serve as Benefit Coordinator who shall perform duties as assigned by the JBC. The JBC shall include responsibilities for the Benefit Coordinator position as jointly assigned by the Association/District bargaining teams. The compensation and other benefit costs of the Benefit Coordinator shall be paid 50% by the District and 50% from the insurance reserve fund in Section 6.4.a. The compensation shall be the same as the unit member would have received had the unit member remained in his/her teaching position.

6.9 SECTION 125 FLEXIBLE SPENDING ACCOUNT:

Unit member expanded use of section 125 flexible spending accounts will be determined by the District/Association JBC, consistent with the terms of a December 17, 1999, memo from the District to the Association. Any net District FICA savings as determined by the formula in the December 17, 1999, memo in excess of thirty thousand three hundred thirty one dollars (\$30,331.00) per year shall be transferred to the JBC reserve fund in Section 6.4.a. [For the 2014-15 school year, \\$81,000 of the FICA transfer will be suspended.](#)

ARTICLE 7 - LIABILITY AND LEGAL PROTECTION

7.1 ASSAULT:

7.1.1 Any unit member involved in an assault within the scope of his or her employment shall immediately make a written report of the circumstances. The unit member shall make supplemental written reports attaching copies of any summons, complaints, process, information, indictment, notice or demand served on him or her in connection with such assault within five (5) days after being served, and shall report the final disposition of any such proceedings. All reports referred to above shall be made to the unit member's principal or immediate supervisor.

7.1.2 Such reports shall be forwarded immediately to the Superintendent's office. In the event civil or criminal proceedings are brought against any unit member, the Superintendent shall comply with any written requests by the unit member for information in the District's possession relating to his or her defense. The District shall not be required to provide information privileged by law.

7.1.3 The District agrees to provide safe working conditions for unit members and to maintain order in the schools.

7.1.4 The District shall give legal assistance in accordance with applicable law for any assault on a unit member while discharging the unit member's duties. If absence results from assault causing injury, the absence will be District-paid administrative leave.

7.2 PERSONAL PROPERTY:

The District shall reimburse unit members for the reasonable cost of personal property with a value of \$500 or less that is stolen or damaged if related to their instructional responsibilities or is stolen or damaged as a result of the District's

negligence. The District shall reimburse unit members for the reasonable cost of personal property with a value greater than \$500 that is stolen or damaged and is properly documented as stolen or damaged as a result of the District's negligence.

7.3 DISTRICT EQUIPMENT:

Unit members will not be held liable for loss, damage or theft of District equipment provided reasonable care has been taken.

7.4 WORK ENVIRONMENT:

7.4.1 The Association and the District believe the work environment for bargaining unit members should be free of unreasonable risk to bargaining unit members' health, safety, and personal liability. To achieve this goal, the parties agree as follows:

- a. Hazardous conditions in the work environment that are made known to the District and pose a danger to the health or safety of unit members shall be reported to the District Safety Committee.
- b. All unit members, in the course of performing their duties, shall report all unsafe practices and conditions to their immediate supervisor.
- c. Unit members shall not be required to participate in work activities under conditions which, as determined by the District, physically endanger their personal safety or well being.

ARTICLE 8 - LEAVES OF ABSENCE WITH PAY

8.1 SICK LEAVE:

8.1.1 Sick leave is provided in the amount of ten (10) days per year. An unlimited number of sick leave days may be accumulated.

8.1.2 All unit members shall be credited with their full annual sick leave benefits on the first contract day of the school year. Unit members terminating before the end of their contract duty days who have used more days of sick leave than their service days entitled them to shall reimburse the District for the excess days paid to them.

8.1.3 A new unit member may transfer all sick leave accumulated with the most recent Oregon school district for which he/she has worked provided that the accumulation is verified by the administration of such district.

The transfer of sick leave from another school district shall not be effective until the unit member has completed thirty (30) working days in the District. The District will give written notice of this provision to each newly-hired unit member.

8.1.4 "Sick leave" means absence from duty because of illness or injury. "Sick leave" also means absence from duty because of disability caused by pregnancy or childbirth which prevents the unit member from working. (See Section 9.4.1 for eligibility for additional leave.)

8.1.5 Sick leave may be used without loss of pay, up to the total days accumulated. Any absence authorized as sick leave which is in excess of the unit member's accumulated sick leave shall be without pay. A unit member who is absent five (5) consecutive days on sick leave may be required to furnish a statement from his or her attending physician that the illness, injury or maternity-related disability prevents the unit member from working.

8.1.6 Sick leave may be used at the unit member's option while on parental leave of absence.

8.1.7 All requests for use of sick leave shall be approved by the Director of Human Resources or his/her designee.

8.1.8 Except as otherwise provided by law, all sick leave benefits may cease and shall be forfeited upon termination of employment.

8.1.9 Any unit member obtaining sick leave benefits by fraud, deceit, or falsified statement, shall be subject to disciplinary action.

8.1.10 The District will notify each unit member of the use and accumulation of sick leave by October 1 of each year or as soon as the data processing service can provide the information.

8.1.11 SICK LEAVE BANK: The Association manages a paid sick leave bank for unit members. The purpose of the sick leave bank shall be to extend to those members additional paid sick leave days should a long-term illness or injury exhausts the member's accumulated sick leave. The Association shall establish rules and regulations to govern the sick leave bank which meet these conditions.

- a. Unit members' participation in the sick leave bank shall be voluntary.
- b. The maximum annual contribution of paid sick leave hours to the bank by a unit member shall be sixteen (16) hours. If the sick leave bank is at its maximum number of hours, unit members can join and their contributions will be deducted from their individual sick leave account and credited to the sick leave bank when the bank total drops below the maximum.
- c. The maximum number of sick leave hours in the bank shall be eight thousand hours (8,000).
- d. Unit members shall only be eligible for use of sick leave bank days after they have exhausted all their available individual sick leave and personal leave days and have been on unpaid leave for five (5) days.
- e. Sick leave bank days shall only be used by unit members who have a doctor's opinion stating they are unable to perform their assigned responsibilities due to a long term illness or injury.
- f. The maximum number of consecutive sick leave bank days a unit member can use is seventy (70) days. A unit member is not eligible for sick leave bank days if the member is receiving compensation under Worker's Compensation, long term disability, or PERS disability.
- g. All paid sick leave hours contributed to the sick leave bank shall be deducted by the District from the contributor's sick leave account at the time of contribution. Such contributions are irrevocable and shall remain in the bank.
- h. The Association shall provide the District a list of sick leave bank contributors and users and a copy of the established rules. The District will honor withdrawals from the sick leave bank upon proper certification by the Association.
- i. The District and Association shall work cooperatively to facilitate the sick leave bank.

8.2 OCCUPATIONAL ILLNESS OR INJURY LEAVE:

- 8.2.1 Unit members who sustain an injury or illness compensable by Worker's Compensation causing them to be absent from work and who are unable to perform their regular normal duties, will be paid the difference between their regular salary and compensation benefits for the time they are absent from work for a period up to their accumulated sick leave.
- 8.2.2 Hours of accumulated sick leave shall be deducted from the unit member's sick leave account in proportion to the regular salary paid to the unit member that is not covered by Worker's Compensation.
- 8.2.3 The District shall continue its monthly insurance benefit contribution while the member is absent from work under a worker's compensation claim as provided by Oregon law.

8.3 PERSONAL LEAVE:

Unit members may take two days of personal leave per year with pay.

- 8.3.1 This leave is accumulative under the terms of Section 8.3.5.
- 8.3.2 This leave must be scheduled with the unit member's supervisor twenty-four (24) hours in advance unless the incident giving rise to the need for the leave is of such emergency nature that advance scheduling is not feasible.
- 8.3.3 Personal leave may be used on a day adjacent to a holiday or vacation if the leave is otherwise permitted under this provision. However, in no case may personal leave be taken on a day adjacent to a holiday or vacation for the purpose of extending the activities of the holiday or vacation.
- 8.3.4 Unit members returning to work following a holiday or vacation period who have had their travel curtailed due to a strike, cancellation, or hazardous weather conditions may use personal leave.
- 8.3.5 Unit members may accumulate personal leave in the following manner:
 - a. Up to three (3) accumulated days of leave may be used as personal leave. All provisions of Section 8.3 related to the use of personal leave apply to the use of such accumulated leave.
 - b. Up to three (3) accumulated days of leave may be used as family leave. All provisions of Section 8.4 related to the use of family leave apply to the use of such accumulated leave.
 - c. Unused personal leave days will be equally divided between accumulated personal leave and accumulated family leave, as described above, up to a maximum of three (3) days of each.

8.4 FAMILY LEAVE:

8.4.1 **DEFINITION OF FAMILY:** This leave can be used for the unit member's immediate family which will be considered to include persons for whom the unit member is normally a caregiver. This definition applies to Sections 8.3.6, 8.4.2, 8.4.3, and 8.4.4.

8.4.2 **FAMILY ILLNESS:** A unit member may be allowed two days absence with full pay for family illness of the member's immediate family. Whenever possible, this leave shall be requested in advance. (See Section 9.4.1 for eligibility for additional paid leave.)

8.4.3 **CRITICAL FAMILY ILLNESS:** In addition to the number of days of absence allowed at full pay i.e., personal and family illness leave, a unit member may be granted up to three days absence for critical illness of the member's immediate family for which the unit member's pay will be deducted by one-half the unit member's daily salary. Under extenuating circumstances, the Director of Human Resources may allow more than three days with partial pay deduction, but no exceptions shall be made regarding the number of days for which full pay is allowed. A unit member may be allowed to use family critical illness leave no more than once in a fiscal year for any individual member of the member's immediate family. The critical illness absence must be approved by the Director of Human Resources and the request submitted to the building administrator.

8.4.4 **BEREAVEMENT:** A unit member may be allowed up to five (5) days absence with full pay for each death in his/her immediate family. For purposes of this article, "immediate family" shall mean the employee's parents, in-laws, spouse/ domestic partner, children, stepchildren, grandparents, grandchildren, brothers, sisters, stepbrothers, stepsisters, or a person with whom the employee has a similar relationship to any of the preceding immediate family members.

The absence must be arranged with the building administrator and approved by the Director of Human Resources.

In addition to the number of days absence allowed with full pay, a unit member may be granted up to five (5) days of absence for a death in his or her immediate family for which the unit member will receive a pay deduction of one-half of the individual's daily salary.

8.5 JURY DUTY:

8.5.1 Unit members called for jury duty will normally be expected to serve during the period for which they are summoned.

8.5.2 The District will provide a substitute for the days a unit member reports for jury duty, in accordance with the established procedure for unit members' absences. Payment to the unit member for jury duty shall be endorsed and made payable to the District by the unit member, unless jury duty occurs when school is not in session and the unit member is not on duty.

8.5.3 No deductions from the unit member's pay shall be made for required jury duty.

8.5.4 Excuse from jury duty may be requested for a unit member when the service comes during the first months of school, when the absence of the unit member for a prolonged period of time will have an unusually adverse effect upon the students, or when, in the opinion of the District, the nature of the unit member's assignment is such that it is impossible to provide an adequate substitute.

8.6 COURT APPEARANCES:

No deductions will be made from the salary of a unit member for required appearances in court or before any governmental body when appearance is required. However, unit members who initiate a cause of action or convicted defendants may not utilize this provision. Any remuneration to a witness derived from such appearances shall be endorsed to the District.

8.7 STUDY LEAVE:

8.7.1 **DEFINITION AND PURPOSE:** Study leave is defined as a leave of absence granted by the District to unit members for a period not to exceed one (1) year for the purpose of improving the unit member's professional educator skills and knowledge and quality of instruction for the District's students. Study Leave options may include, but are not limited to: formal study, independent study, travel, work on an internship, additional training and program development. For purposes of awarding a study leave, no option shall be considered more important than the others.

8.7.2 **ELIGIBILITY:**

- a. Leave may be granted to permanent unit members who have had a minimum of seven (7) years of experience, four (4) of which must have been in the District.
- b. The Study Leave cycle is seven years. Thus, individual or group participants will be eligible each seventh year once the initial requirements of Section 8.7.2 have been satisfied. For example, a person taking a leave in 1989-90 will be again eligible for a subsequent leave in 1996-97. (Application for this subsequent leave would be made in 1995-96.)
- c. Eligible applicants, who have not in their prior bargaining unit employment with the District been granted a Study Leave, will have priority consideration when their applications are equal to other eligible applicants who have had a prior District Study Leave.
- d. Study Leave proposals will be accepted from a group of unit members provided each member of the group meets the eligibility requirements of Section 8.7. No more than two (2) study leaves per year may be granted to groups.
- e. Candidates may only submit a single application.

8.7.3 CONDITIONS OF STUDY LEAVE: Due to economic conditions, no study leaves will be granted for ~~2013-14~~ 2014-17. One-half year leaves shall count as one-half leave and a group study leave as one leave for the purpose of computing the quota. Compensation during the leave shall be eighty-five percent (85%) of the salary the unit member would otherwise be paid if on duty during the leave period.

- a. Application forms for the study leave program will be made available by the first Monday of the calendar year. All applications are due in the Instruction Department by 5:00 p.m. on the first school day in February of each year. Announcement of selections will be made by the conclusion of the first school day in March of each year.
- b. An applicant who wishes to undertake formal study shall agree to register as a full-time student, at the school of his or her choice. At the conclusion of the leave, evidence of completion of the study program shall be submitted to the Director of Human Resources.
- c. An applicant who wishes to travel during his or her study leave shall include an itinerary with the application which shall indicate specific ways in which the trip will contribute to the improvement of the unit member in his or her assignment.
- d. Applications for study leave shall be screened by a Study Leave Committee of six (6) unit members appointed by the Association and one administrator from each level, appointed by the Director of Instruction who shall also serve as an ex officio member. Each committee member shall serve for a term of three (3) years. The terms shall be staggered so two new unit members are appointed annually.
- e. The Study Leave Committee shall first review the quality of each study leave application and recommend those study leave applications that clearly describe a leave that will materially and significantly meet the purpose of improving the unit member's professional educator skills and knowledge and the quality of instruction for the District's students.

The Study Leave Committee will then rate study leave applications on how well the candidates competing for the available positions describe the merits of their proposal based on the criteria as described in Appendix C. The recommendation of the Study Leave Committee shall be sent to the Superintendent for his/her approval, after which it will be presented to the Board.

- f. At the expiration of the leave, the unit member shall be reassigned to the position the unit member held at the time the leave was granted under the terms of Section 9.11.
- g. Prior to beginning a study leave, the unit member shall execute a promissory note payable to the District in an amount equal to the compensation to be paid by the District to the unit member while on study leave. If the unit member fails to return to the District and complete two (2) years of employment following the return from study leave, the unit member shall pay the District the amount of compensation paid to the unit member while on leave. Interest shall accrue on the note signed by the unit member. If the unit member does not return to the District and remain with the District for at least two (2) years, the note becomes interest-bearing from the date of the note.
- h. Unused study leaves shall be carried into the following year for study leaves in addition to the maximum number in this Article.

8.8 ASSOCIATION LEAVE:

Members of the Association's Negotiation Team and members of the Association's Grievance Committee shall be allowed paid release time to participate in negotiations that occur during work hours, or to process grievances during the work hours. Every effort shall be made to schedule processing of grievances during non-student contact time. Arrangements shall be made for substitutes, as necessary, in advance, up to thirty (30) days leave with pay per year for the purposes of negotiating agreements and/or pursuing grievances through all steps of the grievance procedure.

ARTICLE 9 -LEAVES OF ABSENCE WITHOUT PAY

9.1 LONG TERM UNPAID MEDICAL LEAVE:

Extended leave for health reasons, not to exceed two (2) years, may be granted to a unit member whose health or physical condition makes it impossible to properly discharge his or her duties, provided the unit member's present period of employment includes not less than three (3) consecutive years of service. Within their first three (3) years of unit member service, unit members may be granted such leave, not to exceed a total of six (6) months. Such leave shall be without pay and scheduled increments. Adjustments in salary and retirement credit shall not be allowed.

9.2 UNPAID LEAVE FOR THE BIRTH OR ADOPTION OF A CHILD:

The District shall grant leave as required by Oregon and Federal law for the birth or adoption of a child.

The District shall grant leave before or after the birth or adoption of a young child which shall include any parental leave taken by the unit member under the terms of Oregon and Federal law. (See Section 9.4.)

9.2.1 Leave for the birth or adoption of a child shall be granted to all unit members. The leave can be for a period of up to one (1) year at the unit member's choice and which shall include all leave granted under 9.2; however, the unit member shall choose a return from leave date which shall coincide with the beginning or end of the grading period or the midterm grading period in which the leave period ends. The written request for this leave must be made to the Director of Human Resources and must specify the period of time requested.

9.2.2 When the welfare of the District and the unit member warrants it, consideration will be given to granting a second year of leave.

9.2.3 The District will allow five (5) non-compensated emergency leave days to unit members to make arrangements for the placement of adopted children in the unit member's home. This provision is in addition to the right to take any other paid leave. Parental leave may also be utilized under the adoption leave provision when a unit member obtains custody of a child.

9.2.4 At the conclusion of this leave, the unit member shall be reinstated in the District as a unit member under the terms of Sections 9.4 and 9.11. This birth/adoption leave will not interrupt any seniority rights which have accrued prior to the taking of the leave. This leave shall be without compensation, except as provided in Section 9.4. No advancement on the salary plan shall be allowed for the period this leave is taken in excess of twelve (12) weeks.

9.3 EXTENDED LEAVE OF ABSENCE:

There are three types of extended leaves available, which are granted without pay, as outlined below:

9.3.1 UNPAID PERSONAL LEAVE: A contract full-time or part-time unit member who has worked for three (3) consecutive years may be granted a leave of absence without compensation for one (1) year for personal reasons. Request for such a leave will generally be submitted prior to March 15, but may be submitted at any time during the school year provided a suitable replacement is available and the leave does not disrupt the educational program. Request for such a leave shall indicate the reasons the request is being submitted. Scheduled increments, adjustments in salary, retirement credit and sick leave will not be allowed for such leave.

a. The conditions under which a person may return from a personal leave will be determined by the Board, on recommendation of the Superintendent, at the time of approval of the leave. An attempt will be made to return the person to the same position or one of comparable status.

b. A unit member returning from a one (1) year personal leave must work for three (3) consecutive years before applying for another personal leave.

- c. Personal leave of a short duration may be granted during the school year by the Director of Human Resources after having received approval from the unit member's principal or supervisor. A salary deduction will be made on a pro-rata basis.
- d. The District may hire a temporary teacher to fill a vacancy for a unit member who requests a personal leave after July 31 to be taken during the next school year with a single assignment teacher under the terms of Section 9.12.

9.3.2 UNPAID PROFESSIONAL LEAVE: Upon the recommendation of the Superintendent, the Board will consider granting a leave of absence without pay for not more than one (1) year to contract unit members. The purpose of the leave shall be for further study or other activity designed to improve the individual professionally. Requests for such a leave will generally be submitted prior to March 15, but may be submitted at any time during the school year, provided a suitable replacement is available and the leave does not disrupt the educational program. Requests for such a leave shall indicate the reasons the request is being submitted.

- a. Upon return from the leave, the unit member shall be accorded the same consideration with respect to salary placement and position assignment as though he or she had been employed by the District during the year on leave.
- b. When the welfare of the District and the unit member warrants it, consideration shall be given to granting a second year of leave, with but one (1) year applying to advancement on the salary plan.
- c. At the conclusion of the leave, the unit member shall be reinstated in a position under the terms of Section 9.11. If the building FTE for the year of return is less than the building FTE for the year in which the leave application was approved, then the unit member shall have the same right to remain in the building as other unit members and the terms of Section 9.11 shall not apply.
- d. While on leave, it is the responsibility of the unit member to keep the Human Resources Office informed at all times of his or her mailing address. During the year of leave, the unit member shall notify the Director of Human Resources, in writing, not later than March 15, whether or not he or she plans to return to duty the following school year.
- e. A unit member returning from a professional leave must work for three (3) consecutive years before applying for another professional leave.

9.3.3 UNPAID PARENTAL LEAVE: Parental leave may be granted to any unit member for a period not to exceed one (1) year.

- a. Applications for this leave must be made in writing to the Director of Human Resources, must state the reason(s) for the request, and indicate the period of leave requested.
- b. At the conclusion of the leave, the unit member shall be reinstated in a position under the terms of Section 9.11.
- c. This leave shall not interrupt any seniority rights which accrued prior to the leave. No advancement on the salary schedule, increment, retirement credit, or sick leave will be allowed.
- d. The District may extend a parental leave for an additional year or portion thereof, provided a written application for extension is filed with the Director of Human Resources sixty (60) calendar days prior to expiration of the initial leave.

9.4 COORDINATION OF STATE AND FEDERAL LEAVE LAW WITH ARTICLES 8 AND 9:

The District and the Association intend to coordinate a unit member's rights under Articles 8 and 9 with state and federal family leave law in a manner that assures no loss of the unit member's rights under Articles 8 and 9 and the unit member's rights under state and federal law on family and parental leave. (Please complete a Family Leave form provided by the Human Resources Department for your family leave provided by this Section.)

9.4.1 PAID FAMILY LEAVE: A unit member may apply his/her accrued paid sick leave to a FMLA or OFLA leave to attend to the birth, adoption, foster care, or home care of his/her child, the serious health condition of his/her child, spouse/ domestic partner, parent, stepparent, or parent-in-law, grandparent or grandchild after the unit member has used all his/her accrued paid family leave under Section 8.4.2 and personal leave accumulated as family leave under Section 8.3.5.

- 9.4.2 UNPAID FAMILY LEAVE: A unit member can take unpaid leave for the birth, adoption, foster care, or home care of his/her child or to attend to the serious health condition of his/her child, him/herself, spouse, stepparent, parent, or parent-in-law.
- 9.4.3 FAMILY LEAVE DURATION: The unit member may be eligible for extended paid or unpaid leave under Sections 9.4.1 and 9.4.2 for a total of twelve (12) weeks during any fiscal year (July 1 through June 30) beginning with the first day of leave taken by the unit member under Articles 8 or 9 to attend to the birth, adoption, foster care, or home care of his/her child or the serious health condition of his/her child, spouse, parent, stepparent, parent-in-law, or him/herself as provided by law. (Please note the law is complex and individual cases will be addressed by the Human Resources Department.)
- 9.4.4 DISTRICT BENEFIT CONTRIBUTION: The District shall make its monthly contribution toward the benefits of a unit member for the period the unit member is eligible for leave in Section 9.4.3.

9.5 UNPAID MILITARY LEAVE:

Military leaves shall be allowed in accordance with federal and state laws relating to such leaves.

9.6 UNPAID PART-TIME LEAVE:

Contract bargaining unit members are eligible for part-time leave at the District's discretion. The contract bargaining unit member on part-time leave must give the District Human Resources Department written notice by February 1 of the year while on part-time leave of the unit member's intent to continue on the part-time leave for the following year. On or before January 10, the Human Resources Department will give part-time unit members an e-mail notice of the February 1st deadline. Failure of the bargaining unit member to give written notice to the Human Resources Department by February 1 will result in the unit member being automatically returned to full-time status beginning the first day of the school year following his/her leave.

9.7 UNPAID ASSOCIATION LEAVE:

- 9.7.1 A leave of absence of up to two (2) years shall be granted on application, to any contract unit member for the purpose of serving as an officer or employee of the Association (EEA). If requested, the District will extend the leave for up to two (2) additional years. On return from such leave, the unit member shall be placed at the same position on the salary schedule as though he or she had been employed in the system during such a period and will be assigned a position under the terms of Section 9.11.
- 9.7.2 The Association shall be allowed leave without pay for unit members to attend those conferences and workshops that pertain to matters which are directly related and central to the parties' collective bargaining relationship. Unpaid Association leave will not be charged to individual unit member pay. However, the District may charge the Association at the substitute teacher daily rate for such leave or one-half (1/2) the unit member's daily salary, whichever is greater if a substitute is required to perform the services of the absent unit member.

9.8 INSURANCE PROGRAMS:

Unit members on unpaid leaves of absence, other than OFLA or FMLA leaves, will have the opportunity provided by federal law (COBRA) to purchase health care continuation coverage through plans covering active members.

9.9 ASSIGNMENTS:

Being on leave does not exempt a unit member from the District's reduction in staff plan.

9.10 FAILURE TO RETURN:

A unit member who has been granted a leave of absence and who for any reason fails to return to work at the expiration of the leave shall be considered to have resigned, except and unless the unit member, prior to the expiration of the leave, has furnished evidence of inability to return to work by reason of illness, physical disability, or other legitimate reason beyond the individual's control. Provisions of this paragraph shall not apply if, prior to the expiration of the leave, the Board of Directors has taken action to extend the leave, or has granted the unit member another leave.

9.11 RETURN FROM LEAVE:

A unit member returning from Study Leave in 8.7, Association Leave in 9.7.1, Sick Leave in 8.1, and Parental Leave in 9.2 and 9.3.3 shall be returned to the same building he/she had when the leave began and the same position with the unit member's full knowledge that schedule and assignment of the position may be adjusted based on the needs of the curriculum, subject to the following conditions:

1. He/she submits a written statement to the District promising to return to his/her same building by a specific date within one (1) year of beginning the leave.
2. The District is able to find a qualified teacher under the terms of Section 9.12 to fill the position for the leave period.
3. If the unit member takes leave beyond one (1) year, then the unit member's rights in Section 9.11 are terminated.
4. The unit member's rights in Section 9.11 are subject to the terms of Section 12.10 on reduction in force and recall.
5. The District notifies the unit member before the leave is granted that the unit member's return to work position can not be at the same building or position because a staff reduction is contemplated and subsequently occurs.

9.12 TEMPORARY UNIT MEMBER:

The District may hire a temporary unit member as provided in Section 1.1.6 or to fill a vacant position created by another unit member's leave taken under the terms of Sections 9.11 and 9.3.1.d or voluntarily transfer a unit member to fill this vacant position. The District may also hire, for the remainder of a school year, a temporary unit member to fill a vacant position created by a retirement, resignation or termination if the vacancy has occurred on or after the first day of classes.

A temporary unit member hired solely for the purpose of filling a vacancy created by a leave listed in Section 9.11 or a personal leave in Section 9.3.1.d, may be hired only for the term of the study, parental, medical or personal.

A temporary unit member hired solely for the purpose of filling a vacancy created by a retirement, resignation or termination, may be hired only for the balance of the school year.

ARTICLE 10 - WORK SCHEDULE

10.1 UNIT MEMBERS' WORKDAY:

Building Administrators will provide all unit members the opportunity to collaborate on decisions involving the work schedule issues in this Article. For purposes of salary computation, the workday shall be fixed at eight (8) hours.

10.1.1 THE PROFESSIONAL DAY: For purposes of fulfilling professional responsibilities associated with teaching, an eight (8) hour workday will be flexible, and will be guided by these principles:

- a. Unit members recognize that their responsibility to students requires the performance of duties involving the expenditure of time beyond that of the student day, and shall be available for student and/or parent consultation, as well as other professional activities and responsibilities.
 1. On those occasions when unit members will not be available immediately after the student day, they will notify the building office personnel.
 2. It is not the intent of this article to require unit members to work beyond an eight (8) hour day.
- b. Unit members will schedule regular times when they will be available, and will communicate these hours to their students and parents in a timely manner.
 1. Unit members will make reasonable efforts to adjust their hours in order to be available to students and parents as necessary.
 2. Bargaining unit members will provide written notification to the building principal of their established hours of availability.

10.1.2 FACULTY MEETINGS: Building staffs will collaborate with the building administration to set a yearly schedule (including dates and times) of staff meetings. Unit members will make attendance at these meetings a high priority. It is not the intent of this Section to require unit members to work beyond an eight (8) hour day. Administrators and staffs are encouraged to regularly schedule no more than two (2) staff meetings per month.

10.1.3 OTHER MEETINGS: Department, Team, Grade Level, Student Staffing, Continuous Progress, and other professional meetings shall be scheduled (including beginning and ending times) as needed by participating unit members in collaboration with the building principal. Unit members will not normally be required to participate in these additional meetings on more than one day each week, excluding IEP meetings. On that day, it is not the intent of this section to require unit members to work beyond an eight (8) hour day. Other meetings will not be scheduled during grading days, grading and conference days, and progress report days as designated on the adopted school year calendar. In addition, meetings will not be scheduled during the one-hour uninterrupted elementary continuous preparation time (Section 10.1.5.e). The intent of this Section is not to preclude individuals or team members from

voluntarily meeting/planning together on the aforementioned days or preparation time. During such informal voluntary meetings, decisions affecting unit members will not be made.

- a. The District and Association recognize that meetings are a regular part of the special education bargaining unit member's day. These commitments will be considered when special education unit members build their schedules (including student contract meetings, preparation time, and itinerant teacher travel time).

10.1.4 PROGRAM COMMUNICATION: Communication on educational offerings of the District schools will generally be established collaboratively by the administration and unit members at each site.

With parental input, unit members and the administration at each site will determine how to spend their time and talent to involve the public in their programs. Decisions, for example, on Open House, Curriculum Meetings, Group Conferences, the building-wide scheduling of Individual Conferences, or other communication-related programs will be co-determined by the administration and the staff.

10.1.5 PREPARATION TIME: All unit members shall be provided at least one period of preparation time during their work day.

- a. Unit members shall not be assigned to supervise or instruct students during their preparation time.
- b. Middle and high school unit members shall be guaranteed a preparation period during the instructional day.
- c. Elementary unit members shall have at least two hundred ten (210) minutes of preparation per week, with no daily portion smaller than twenty (20) continuous minutes. Every effort will be made to make the daily preparation time thirty (30) continuous minutes in length. This 210 minutes is in addition to the one (1) hour of uninterrupted preparation time in Section 10.1.5.e. ~~For the 2013-14 only, T~~he elementary preparation time in Article 10.1.5.c will include at least two (2) thirty (30) minute blocks of preparation time during the student day each week, which time will generally be used for individual planning and/or collaboration at the member's discretion. [Elementary ESS unit members will continue to have 150 minutes of preparation time per week outside the student day in addition to the hour provided in 10.1.5.e.](#)
- d. When an administrator initiates and assigns unit members to work during their preparation period, they are paid at their prorated per diem rate.
- e. The purpose of Section "e" is to have elementary schools schedule an hour of continuous preparation time for bargaining unit members.

Each elementary school bargaining unit member shall have a continuous hour per week of preparation time during the normal student day. Student instructional time must meet or exceed state standards. The school administration will schedule required meetings at times other than during this additional hour of preparation time. This hour of preparation time must be continuous except as provided below.

- 1. A school may adopt a plan for a non-continuous hour of preparation time if the school bargaining unit staff members and administration adopt the schedule by consensus, and the length of the student instructional day is not increased for the purpose of adding the hour. The non-continuous schedule must have a clear benefit for the school's program and every effort must be made to minimize the impact on the school's normal class size.

10.1.6 MORNING BREAK: District will make every effort to schedule a fifteen (15) minute break for every unit member every morning. In no case will the bargaining unit member be required to supervise students during the break.

10.1.7 KINDERGARTEN CONFERENCING AND REPORTING: The kindergarten unit member and building administrator will collaborate on a parent/teacher conference schedule which meets the guidelines of one of the following:

| | | | |
|--|-------------------------------|--------------------------------|-------------------------------|
| | Option 1: Half-Day Release | Option 2: Extended Contract | Option 3: Full Day Release |
|--|-------------------------------|--------------------------------|-------------------------------|

| | | | |
|--|--|---|---|
| Unit members assigned to teach one (1) kindergarten session | Use up to five (5) half-days of sub release time for conducting parent/teacher conferences. | Conduct parent/teacher conferences on their own time and convert each unused half-day release time (provided in Option 1) to two (2) hours extended contract. | Use up to two (2) full days (eight (8) hours each) of sub release time for conducting parent/teacher conferences. |
| Unit members assigned to teach two (2) kindergarten sessions | Use up to ten (10) half-days of sub release time (i.e. five (5) half-days per each session) for conducting parent conferences. | Conduct parent/teacher conferences on their own time and convert each unused half-day release time (provided in Option 1) to two (2) hours extended contract. | Use up to two (2) full days of release time and either: (a) five (5) half-days of release time; or (b) two (2) hours extended contract time for each unused half-day. |

Unit members who are assigned to teach full-time or two kindergarten sessions will release students for the purpose of parent/teacher conferences on the same school conference schedule as grades 1-5.

All unit members assigned to teach kindergarten will schedule a minimum of one parent/teacher conference and complete two report cards to report student progress during the school year.

Any extended contract time provided by this section will be paid at the unit member's per diem rate.

Unit members assigned to teach one (1) kindergarten session will receive an additional one-half (1/2) release day for the purpose of preparing reports. In the alternative, the member may convert the one-half (1/2) release day to two (2) hours extended contract.

Unit members assigned to teach two (2) kindergarten sessions will receive an additional full release day for the purpose of preparing reports. In the alternative, the member may convert the release day to four (4) hours extended contract.

[This article is only in effect during the 2014-15 school year. Beginning July 1, 2015, this provision is eliminated due to the implementation of full-day kindergarten.](#)

- 10.1.8 KINDERGARTEN EA TIME: The District will allocate the budgeted time for kindergarten Educational Assistants (EAs) only to kindergarten sessions.
- 10.1.9 ELEMENTARY CONFERENCES: Elementary school principals will collaborate with the school's unit members before deciding when and how to conduct all-school parent conferences. Elementary school unit members who participate in all-school parent conferences after 4:00 p.m. will be compensated with an equal amount of workday hours off. If an elementary school unit member has greater than twenty-eight (28) students for the all-school parent conference, he/she will be compensated for one half (1/2) day at his/her per diem rate.
- 10.1.10 MIDDLE SCHOOL CONFERENCES: Middle school principals will collaborate with the school's unit members before deciding when and how to conduct all-school parent conferences. Middle school unit members who participate in all-school parent conferences after 4:00 p.m. will be compensated with an equal amount of workday hours off.

10.2 WORK YEAR:

The Board shall adopt a school calendar of one hundred ninety-one (191) contract days which includes a teacher planning day as the first day of the scheduled year.

For the term of this Agreement, subject to the trigger below, the work year will be reduced by two (2) non-student contract days (a 189-day work year). Any of the cut days may be offset by hazardous weather days.¹

NOTE: The District is proposing a multi-year contract without re-openers. There are key financial forecasting issues which will be critical to the 2015-2017 years that are unresolved at this time. The District reserves the right to change its economic proposal in the trigger below based on updated financial forecasting.

A. For the 2015-16 and 2016-17 school year(s), if the financial conditions listed in paragraph B, below, occur, then after the District has accounted for all costs impacting the budget, the District will use at least 80% of the additional funds in the following order and proportions. Full and stable restoration of each item is required prior to the implementation of the next trigger item:

1. Fund staffing for fully scheduled kindergarten;
2. Fund step movement for step-eligible employees;
3. Add-back 5 FTE licensed classroom staff to improve the student teacher ratio, after any adjustments for changes to enrollment;
4. Add up to 9 FTE licensed music, PE and/or art teachers at the elementary school level;
5. Restore contract days for a contract year of 191 days;
6. COLA of 0.75%; and
7. Increase District contribution to employee insurance benefit of \$50 per month.

B. Conditions:

1. By September 15, 2015, the most recent State School Fund grant estimate issued by the ODE to Eugene School District 4J for the 2015-16 school year reflects a General Purpose Grant per extended ADMw of at least \$7,228. As of April 28, 2014, the revised SSF Grant estimate issued by the ODE to Eugene 4J per extended ADMw for 2014-15 is \$6,853; and
2. By September 15, 2015, Eugene School District 4J voters approve a local option property tax of \$1.50 per \$1,000 of assessed value to support operations for school years 2015-16 through 2019-20; and
3. By September 15, 2015, the District receives a new Actuarial Valuation Report from Milliman in which the composite rate for Tiers 1 and 2 and OPSRP is no greater than 25.8% (current rate of 23.2% including debt service plus expected increase of 2.6%). In determining the composite rate, the District will assume the percentage of members is 62% for Tiers 1 and 2 and 38% for OPSRP.

C. Potential Reopener on Financial Articles: If as of March 15, 2015, the most recent State School Fund grant estimate issued by ODE to the Eugene School District 4J reflects a General Purpose Grant per extended ADMw of less than \$7,228 for the 2015-16 year, the parties agree to reopen the contract's financial articles to negotiate financial elements for years 2015-16 and 2016-17. Such negotiations will proceed on an expedited basis per ORS 243.698 unless the parties agree in writing to an alternative model.

D. Dispute Resolution: The parties agree that any dispute under the Article will be resolved through expedited arbitration. For any dispute under this Article, the parties waive the procedures under 3.3.3, 3.3.4, and 3.3.5, and agree to file for arbitration within ten (10) days of the party's knowledge of a dispute over the interpretation or application of this Article.

Any of the cut days may be offset by hazardous weather days. Notice that the days will be added to the end of the year will be made by April 15, 2014. The District may restore days upon 30 days' written notice to EEA.

The non student contact day eliminated will be April 17, 2014. Three of the student contact days will be during the week of Thanksgiving. The District and the Association will collaborate on the placement of the remainder of budget reduction days and on the placement of PD/Planning days provided by 10.5.4 as necessary to support the needs of trimester schools.

Trigger: For the 2013-14 school year, if either of the contingencies below occur, the District will use the additional funds to add back FTE (licensed and/or classified) up to 2012-13 service levels, and/or to add back instructional days.

(1)(2) By September 15, 2013, the most recent State School Fund Grant estimate issued by the ODE to Eugene 4J reflects a General Purpose Grant extended ADMw of \$6,555.00 or more. As of the date of this tentative agreement, the

¹ For the 2014-15 school year, the reduction of furlough days to two (2) is conditioned upon the parties' agreement to reduction of embedded costs from within the contract for approximately \$340,000.

most recent SSF Grant estimate issued by the ODE to Eugene 4J reflects a General Purpose Grant per extended ADMw of \$6,527.00.

~~(2)(3)~~ By September 15, 2013, the District receives a new Actuarial Valuation Report from Milliman in which the composite rate for Tiers 1 and 2 and OPSRP is lower than 18.44%. Eighteen and forty-four one hundredths percent (18.44%) is calculated by subtracting the savings of 3% included in the budget from the PERS composite rate of 21.44% per Milliman's December 2012 Actuarial Valuation Report. In determining the composite rate, the District will assume the percentage of members if 65% for Tiers 1 and 2 and 35% for OPSRP.

~~(3)(4)~~ The parties agree that any dispute under this Article will be resolved through expedited arbitration. For any dispute under this Article, the parties waive the procedures under 3.3.3, 3.3.4 and 3.3.5, and agree to file for arbitration within ten (10) days of the party's knowledge of a dispute over the interpretation or application of this Article.

- 10.2.1 Five (5) paid holidays shall be Labor Day, Veteran's Day, Thanksgiving Day, President's Day and Memorial Day.
- 10.2.2 If any of these holidays fall on a Sunday, the holiday shall be observed on the following Monday. If the holiday falls on Saturday, the holiday shall be observed on the preceding Friday. Part-time unit members shall receive holiday compensation on a pro-rata basis. As needed, their regularly scheduled hours will be adjusted in order to assure appropriate pro-rata holiday compensation and scheduled hours.
- 10.2.3 Unpaid vacations shall be continuous blocks of time, excluding Saturdays, Sundays, and holidays. The work year shall include:
- a. Thanksgiving unpaid vacation shall be at least one (1) day.
 - b. The length of winter unpaid vacation shall be determined by the procedure outlined in Section 10.2.4.
 - c. Martin Luther King Day is an unpaid day.
 - d. Spring unpaid vacation shall be at least five (5) days.
- 10.2.4 Procedures for Association involvement in the development of a school district calendar:
- a. The District shall present the proposed school calendar to the Association at least sixty (60) days prior to the Board's consideration of the proposed calendar. The Superintendent or designee will attempt to resolve any differences regarding the calendar.
 - b. In the event of disagreement between the Association and the Superintendent, the Association may present its calendar with appropriate rationale directly to the Board for consideration.
 - c. If the Board rejects any of the Association's recommendations, the Chairperson of the Board shall notify the Association in writing of the reason(s) for the rejection.
 - d. The District shall give the Association at least forty (40) days notice prior to the District's proposed calendar change for specific unit members. The District and Association shall collaborate in addressing any difference on a proposed calendar change.
 - e. In the event of an unresolved issue on a proposed calendar change for specific unit members, the Association, within the forty (40) days notice, may present its desired calendar with appropriate rationale to the Superintendent for review and a final calendar decision.
 - f. Except for the provisions of Article 10.1.5.e – Elementary Preparation Time, the following process will be used to implement a schedule change for a school's student-day late start, early release, or full day release:
 1. The principal, site council and licensed bargaining unit members will collaborate to create a late start, early release, or full day release schedule change and forward the proposed change to JCAC.
 2. JCAC will review the proposed schedule change and verify that the change does not violate the collective bargaining agreement prior to implementation.
 3. The schedule change must be approved by both the principal and by a vote of at least 75% of the licensed bargaining unit members voting at the site in support of the schedule change. Any schedule changed or maintained must meet minimum instructional minutes.
- 10.2.5 With the mutual written agreement of the District and a counselor, nurse, or ESS member, the days in the work year may be arranged to include more summer days and fewer regular school-year days, so long as the total remains the same as other members are assigned. The member will collaborate with his/her administrator to select which regular school days will be substituted for summer days already worked.

10.3 EMERGENCY SCHOOL CLOSURES:

Whenever hazardous weather forces school closures for students, the Superintendent will notify unit members regarding whether they must report for duty by following the same procedures he/she uses to notify students and parents of the emergency school closure. When hazardous weather conditions make it imprudent for a reasonable person to travel to the unit member's assigned school, the unit member should notify the principal or immediate supervisor immediately. This shall be District-wide policy.

Individuals not in attendance will have the option of using a personal leave day, vacation time if they are entitled to such a benefit, or they may take unpaid personal leave. The provision will not be applied when there is an emergency school closure for unit members as well as students.

10.4 STAFF DEVELOPMENT TIME FOR STANDARDS BASED INSTRUCTION:

In addition to already planned staff development unit members responsible for Standards Based Instruction record keeping and assessment will be provided release time as follows.

Each unit member with work sample responsibility will be provided up to twelve (12) hours of release time that can be scheduled during the school year in increments of four (4) hours, subject to substitute availability. This day can be used for record keeping, assessment or planning related to standards based instruction. The amount of funds available for these release days will be \$50,600. If the payments in one year exceed the cap of \$50,600 then the cap in the successor year will be reduced proportionally and for that year, unit members will be provided only one full release day or two half days.

10.5 STAFF DEVELOPMENT AND PROFESSIONAL PLANNING DAYS:

10.5.1 The District may require unit members to participate in mandatory staff development provided it is during the workday unless the workday is designated as a teacher planning day by the terms of this Agreement.

10.5.2 If unit members voluntarily participate in paid staff development outside paid contract time, they will be paid at a daily rate of \$276 (for eight (8) hours) or an hourly rate of \$34.50.

10.5.3 The work year shall include a unit member professional planning day as the first day of the scheduled work year.

10.5.4 On the professional planning day following ~~Winter and Spring breaks~~, each trimester, the District will provide full-time members with at least two (2) hours of uninterrupted preparation time on site. The preceding will be prorated for part-time employees.

10.6 SPLIT-SHIFT SCHEDULE:

Part-time unit members will not be required to work a split-shift schedule. A split-shift schedule is when a unit member's work day schedule is split by any unpaid time that exceeds a total of ~~15-60~~ minutes at a school. A unit member who volunteers to work a split-shift schedule will be paid a .065 FTE stipend. This stipend will be included as salary compensation and will be considered as such in determining all benefits. The District will inform the Association of all positions that will include a split-shift prior to posting and at the conclusion of the displacement process in September.

10.7 PART-TIME FTE CALCULATION:

Part-time unit member FTE will be calculated as follows: assigned weekly student instructional minutes divided by assigned weekly student instructional minutes of a similar 1.0 FTE assignment at the same site. The resultant number will rounded up to the hundredth place.

By October 15 and March 15 of each school year, the District will report to JCAC any current FTE assignments that are 0.45 – 0.49.

ARTICLE 11 - POSTING, DISPLACEMENT, AND TRANSFER

11.1 POSTING:

11.1.1 Postings for the following school year shall begin with an exclusive three-week posting period for qualified bargaining unit members. The District shall continue to post all known vacancies until July 31.

11.1.2 Bargaining unit positions in the District Educational Support Services Department (ESS) can be posted in an exclusive three-week posting session with a different beginning and ending date.

11.1.3 During the first three weeks of posting positions for the subsequent school year, the District shall post all known vacancies for exclusive application by qualified bargaining unit members.

Positions known to be vacant for the subsequent school year but not posted until after the three-week posting period remain subject to all provisions of Article 11.1, including an initial exclusive five (5) day posting period for qualified bargaining unit members.

- 11.1.4 For all postings, "qualified bargaining unit members" are defined as applicants who meet the posted position requirements who have contract status or probationary status, except for single assignment and temporary [ORS 342.815 (10)] bargaining unit members.
- 11.1.5 All job posting notices shall:
- a. Include the requirements for the position(s) and the posting date.
 - b. Be posted on the District's Human Resources Department web page until July 31.
 - c. Be posted for a minimum of five working days during the school year and five week days exclusive of July 4 after the school year through July 31.
- 11.1.6 An electronic copy of every job posting shall be available to the Association and to unit members via the District's website.
- 11.1.7 No vacancy posted during the school year shall be filled until five (5) working days after the posting of the vacancy. After the last day of the contract year and until July 31, no posting shall be filled until five weekdays (excluding weekends and holidays) after the posting of the vacancy.
- 11.1.8 Qualified bargaining unit members who wish to apply for a posted position must submit the electronic application provided by the Human Resources Department.
- a. The Human Resources Department will determine qualified unit members by screening applicants to determine that they meet the posted position requirements.
 1. Applicants who do not meet posted requirements will be notified.
 2. Qualified applicants with contract or third year probationary status who meet posted requirements will be interviewed; first and second year probationary teachers, temporary teachers, and unit members without a TSPC license may be interviewed.
 - b. Vacancies posted during the first three weeks of the posting season shall be filled by a qualified bargaining unit member applicant provided that at least two qualified unit member applicants with contract or third year probationary status are available for the position at the time the vacancy is filled.
 - c. After the three-week exclusive posting period, the District will have the sole discretion to select any qualified applicant, without regard to bargaining unit membership, to fill a posted position (unfilled or newly vacant position) for the subsequent school year.
 - d. As soon as a decision is made on a finalist for a position, all applicants shall be notified.
- 11.1.9 A school identified by the superintendent as "targeted" may post positions prior to the three-week exclusive posting period.
- Bargaining unit members who would prefer not to remain at a newly targeted school may request a transfer and will be treated according to the process already in place for dealing with transfers resulting from school closures. Acceptance of any transfer is subject to the unit member's approval.

11.2 DISPLACEMENT:

- 11.2.1 The District can displace a unit member to another building for these reasons: loss of building FTE, program need, curriculum changes or reduction in student enrollment. The District's decision to displace a member and use of these reasons shall not be an arbitrary or capricious decision or use.
- 11.2.2 A unit member who believes that his/her displacement violates the terms of Section 11.2.1 may appeal his/her displacement to a review panel, made up of two (2) members each, appointed by the District and Association. The District shall have the burden of proving the displacement decision and use of the reasons were not arbitrary or capricious. If the panel is not able to reach a consensus decision, the Superintendent shall make a final decision. The exclusive remedy for a ruling in favor of the member shall be the member's right to apply Section 11.5.4 below or, if timely, the right to return to the building position from which he/she was displaced.
- 11.2.3 Prior to the beginning of the exclusive three-week posting process, unit members who will be partially or fully displaced from their current worksite/building will be notified about their displacement.

- 11.2.4 Prior to the exclusive three-week posting period, if there are sufficient vacancies within matching areas of licensure and qualification, displaced unit members will be given the following opportunity be placed in these vacant positions.
- a. Human Resources will develop a list of vacant positions for unit members and make it available for review by displaced employees. The list will be based upon staffing plans submitted by individual buildings/departments.
 - b. Displaced unit members may state in writing an interest and preference for specific vacant positions.
 - c. Displaced unit members who have stated in writing an interest in a vacant position(s) will be interviewed.
 - d. The District will make final placement decisions. Unit member preferences will be considered a high priority.
 - e. The displaced unit member may turn down the offered position(s). They may apply for posted positions and/or wait until August to be placed.
 - f. Once qualified displaced unit members have been offered positions within area(s) of licensure, other vacancies in this/these area(s) of licensure will be posted. Up to and including August 1 of each school year, if a position becomes open at the site from which a unit member was displaced and the position is substantially the same as the position from which the unit member was displaced, the unit member will be given the option of returning to that position.

If a position that is not substantially the same becomes open at the original site, and the unit member is licensed and qualified, the unit member may express an interest in filling that position. However, such an arrangement must be mutually agreed upon by the unit member, the administrator at the site, and (if applicable) the administrator who hired the unit member during the June placement or regular posting process.

11.3 PART-TIME TEACHERS MOVING TO FULL TIME:

11.3.1 The District and EEA agree to work collaboratively to facilitate the process by which part-time contract unit members can move to full time employment by:

- a. At least one week prior to the exclusive three-week posting period, the District will notify all part-time contract bargaining unit members of the process that will facilitate competing for available increased FTE positions.
- b. During August of each year, the Human Resources Department will inform hiring administrators of part-time unit members who have notified the Human Resources Department of their interest in full-time employment.

11.4 VOLUNTARY TRANSFER:

11.4.1 Voluntary transfers may occur under the following conditions:

- a. A qualified unit member may request being considered for placement during the month of August in an unfilled or newly vacant position. The unit member should give the Human Resources Department written notices which specifies:
 1. Position, grade and/or subject to which the unit member desires transfer.
 2. The school(s) in order of preference to which transfer is desired.
- b. Two qualified unit members may express an interest in trading positions and worksites. To initiate a position trade, the involved unit members must:
 1. Receive the approval of the supervising administrators at the respective worksites.
 2. Send written notice to the Human Resources Department, which includes the names of the unit members, their respective teacher licensure, the worksites involved in the trade, and a description of the specific assignments.
 3. Position trades must have the approval of the Human Resources Department.

11.5 INVOLUNTARY TRANSFER

11.5.1 An involuntary transfer will be made only after a meeting between the transferee, the administrator recommending the transfer, and a witness of the unit member's choice, at which time the specific reason(s) for the transfer will be presented in writing.

11.5.2 Notice of involuntary transfer shall be given as soon as the decision to transfer is made by the District.

- 11.5.3 A unit member's involuntary transfer from one building to another shall only be made after all possibilities of a voluntary transfer as described in sections 11.1 and 11.4 have been exhausted, except when the member is transferred involuntarily for unsatisfactory performance, then sections 11.5.1, 11.5.2, and 11.5.4 do not apply.
- 11.5.4 Any contract unit member who is in a position to which he/she was involuntarily transferred during the past school year shall be given first preference for any vacancy posted on or before June 1 for which he/she applies and meets the posted position requirements. Provisions of this paragraph shall not apply in those circumstances where a unit member is applying to transfer to the building from which he/she was involuntarily transferred.

11.6 VOLUNTARY TRANSFER REVIEW COMMITTEE:

The Association and the District agree that fostering opportunities for unit members to voluntarily transfer between buildings and departments can be one of several avenues for promoting professional growth and renewal. In this endeavor, the parties to form, from time to time, a committee of six members, three appointed by the Association and three appointed by the District, to explore methods by which opportunities for voluntary transfer can be promoted. The committee shall operate under the terms of Article 16.

11.7 TRANSFER STIPEND FUND:

The District shall budget fifteen thousand dollars (\$15,000.00) annually to be used to promote and assist unit members to change teaching positions. The Director of Human Resources or her/his designee shall consult with the Association on expenditure of this fund.

ARTICLE 12 - RIGHTS OF PROFESSIONAL UNIT MEMBERS

12.1 SUSPENSION:

Any suspension of a contract or probationary professional unit member pending the District's initiation of the contract unit member's dismissal or reinstatement or the probationary unit member's discharge or reinstatement, shall be with pay.

12.2 STUDENT TEACHING PROGRAM:

Unit members may indicate in writing or verbally a willingness to participate in a student teaching program, but if an insufficient number of qualified unit members indicate a willingness to participate in the program, the District may request unit members volunteer for the program.

12.3 GRADING OF STUDENTS:

Within the framework of statewide and District standards, the unit member shall maintain the exclusive right and responsibility to determine grades and other evaluations of students relating to their classroom performance. No grade or evaluation given by the unit member shall be changed without the approval of the unit member, unless the student, parent(s), or legal guardian(s) file an appeal with the building principal.

12.3.1 Appeals shall be heard by a review panel consisting of the unit member, building principal, and a third member who shall act as chairperson, appointed by the other two.

12.3.2 The panel may change the grade, establish additional requirements, or refuse the appeal.

12.3.3 The review panel's decision shall be final and binding.

12.3.4 If the unit member has left the District or otherwise is unavailable, the Association shall appoint a unit member as a representative.

12.3.5 All academic credit awarded by District employees or their designees must only be done by TSPC licensed District employees.

12.4 PERSONAL LIFE:

The Board of Directors recognizes that the personal life of a unit member is not an appropriate concern of the Board or of the administrative staff, except as it affects the unit member's work performance, student relationships, the regular operation of the school, or except as it may impinge on statutory responsibilities of the School Board.

12.5 ACADEMIC FREEDOM:

The District and the Association agree that academic freedom is essential to the fulfillment of the purpose of the District, and they acknowledge the fundamental need to protect unit members from any censorship or restraint that might interfere with their obligation to pursue truth in the performance of their teaching functions. Accordingly, they agree as follows:

- 12.5.1 Controversial Material: Unit members shall be guaranteed full freedom in classroom presentations and discussions and may introduce politically, religiously, or otherwise controversial material, provided only that said material is relevant to the course content and is not disruptive to the educational process.
- 12.5.2 Personal Opinion: In performing their teaching function, unit members shall be guaranteed full freedom in expressing their personal opinions on all matters relevant to the course content provided when they do they shall indicate that they are speaking personally and not on behalf of the school, its administration, or the District.

12.6 JUST CAUSE:

- 12.6.1 No unit member shall be reprimanded in writing, suspended without pay, or reduced in rank or compensation without just cause.
- 12.6.2 Termination of a unit member's extra duty assignment may be appealed through the grievance procedure only to the Board for final determination.
- 12.6.3 A non-renewed or dismissed probationary unit member shall be entitled to a hearing before the school board.
- 12.6.4 During the third year of employment, a probationary unit member may appeal to binding arbitration, a claim that there was during the third year a substantial procedural violation of the then existing evaluation procedure established by the Board.
- 12.6.5 Any unit member employed in a position that does not require a TSPC license who has been employed by the District for a period of not fewer than three (3) successive years and who has been reelected by the District after the completion of such three (3) year period the next succeeding school year shall only be dismissed with just cause.
- 12.6.6 The specific reasons forming the basis for termination will be made available to the unit member on request.
- 12.6.7 The District has the burden of proving a recommendation for dismissal of a contract unit member is not arbitrary at the hearing before the District school board, if the unit member chooses to have a hearing before the District school board as provided by the dismissal law for contract teachers.

12.7 FAIR DISMISSAL ARBITRATION LAWS FOR CONTRACT UNIT MEMBERS:

- 12.7.1 ~~If a unit member entitled to appeal dismissal or non-extension to the FDAB (contract unit member) appeals a District decision to dismiss or to not extend the contract of the unit member, then the contract unit member and the District will use arbitration as an alternative to a hearing and appeal before the Fair Dismissal Appeals Board pursuant to ORS 342.910 (12) (a) to determine if the contract unit member's dismissal is in compliance with the standards of ORS 342.805 to ORS 342.910. Contract unit members have the right to appeal a dismissal or non-extension to the Fair Dismissal Appeals Board pursuant to state law, ORS 342.805 to ORS 342.910.~~
- ~~12.7.2 — The contract unit member and the District will select an Arbitrator as provided in ORS 342.905 (12) (b).~~
- ~~12.7.3 — The parties agree that the arbitrator shall have full power to preside over this arbitration with respect to arbitration procedures. The arbitrator may make decisions regarding the scheduling and conduct of the hearing, may receive and make rulings concerning evidence, may receive briefs, and undertake all other matters traditionally done by labor arbitrators in Oregon, provided, however, the arbitration shall use the same reasons and levels of evidence required by ORS 342.905 (12) (c).~~
- ~~12.7.4 — The contract unit member and the District will stipulate that the arbitrator shall not be required to follow procedures applicable to FDAB hearing officers or promulgated for FDAB panels in contested cases under the Oregon Administrative Procedures Act.~~
- ~~12.7.5 — The contract unit member and the District will stipulate that the arbitrator shall follow the same substantive standards for reviewing the dismissal and the same remedial powers as the FDAB would do were it hearing the case on the merits or if findings were being made by the FDAB. The arbitrator shall have no power to rule concerning substantive matters other than using the legal standards followed by the FDAB, as interpreted by the Oregon courts.~~
- ~~12.7.6 — The arbitrator shall have the power to issue subpoenas under ORS 342.905 (5) (b).~~

~~12.7.7 — The contract unit member and the District can mutually agree to replace the arbitrator with the Fair Dismissal process and panel.~~

~~12.7.8 — The contract unit member and the District intend the arbitration to be final and binding to the same degree that arbitral awards are final and binding in Oregon public sector labor arbitration generally. Neither party shall file any appeal or otherwise contest or refuse to comply with the arbitration award issued by the arbitrator unless the award would be vulnerable to challenge under the traditional Willamina standards, as modified by the Fair Dismissal Law standards in ORS 342.910, subject to the express condition. If it is apparent that the arbitration award was made on some basis other than according to the standards set forth in ORS 342.805 to ORS 342.910, either party may appeal on the grounds that the arbitrator did not have subject matter jurisdiction to issue the ruling, provided, however, that neither party may appeal the decision on the grounds the arbitrator misapplied or misinterpreted one of the statutory grounds for dismissal, or because he violated fair dismissal precedent in upholding or overturning the School Board dismissal decision or decision not to extend the contract.~~

~~12.7.9 — Subject to the provisions of Section 8 above, having stipulated that the arbitration award will be final and binding, the contract unit member and the District agree that any award issued by the arbitrator shall not be appealable by either side to the Oregon Court of Appeals or to any judicial authority.~~

12.8 REQUIRED MEETINGS OR HEARINGS:

Whenever any unit member is required to appear before the Superintendent, School Board, or any committee or member thereof about matters which are covered by the Fair Dismissal Law or the just cause provision of this Agreement, the unit member shall be given prior written notice of the specific reason(s) for the meeting or interview and shall be entitled to be represented by a person of his or her choice to provide advice during the meeting or interview. Any administrative leave by the District of a professional unit member pending charges shall be with pay.

12.9 CRITICISM OF UNIT MEMBERS:

12.9.1 Any criticism by a supervisor, administrator, parent, or School Board member of a unit member and his/her job performance shall be made in confidence to the unit member and not in the presence of students, other unit members, or parents.

12.9.2 The Association agrees to urge its membership to apply the same standard to unit member criticism of the Superintendent, District administrators, School Board members, and fellow unit members. The intent of this clause is not to stifle the evaluation process or to hinder the resolution of classroom problems.

12.9.3 Bargaining unit members shall be given timely notice of any parent or student complaint about a bargaining unit member's performance before the complaint can be used in the evaluation of a bargaining unit member's performance evaluation or discipline.

12.10 COMPLAINTS ABOUT UNIT MEMBERS:

12.10.1 Use of Unproven Complaints--When the District Administration investigates, evaluates, or criticizes a unit member's conduct for alleged child abuse as defined by ORS 419B.005, or sexual harassment of students in violation of District policy, in any manner other than as described in Article 12.6.1, Just Cause, whether in the form of a directive or otherwise, and record thereof appears in the personnel file, the investigative results, evaluation or criticism shall not be admissible in any subsequent disciplinary proceeding against the unit member, except for the sole purpose of establishing that the unit member was on notice of the impropriety of such or similar conduct.

12.10.2 Notice Provisions--If any student or parent complaint is not shared with the employee within eighteen (18) months of the event complained of, the District cannot use the complaint in any disciplinary action.

If the complaint is shared with the employee and no disciplinary action is taken within 120 days of the complaint, the complaint cannot be used, except that any directive issued as a result of the complaint may be used only as prior notice of unacceptable conduct.

12.11 NONDISCRIMINATION:

The provisions of this Agreement shall be applied equally to all unit members in compliance with the applicable law against discrimination as to race, color, creed, sexual orientation, national origin, age, sex or marital status.

12.12 REDUCTION AND RECALL OF STAFF:

12.12.1 REDUCTION: Contract and probationary unit members shall be released in inverse order of their length of current continuous service with the District. Full-time contract and probationary unit members assigned to positions that are

not covered by ORS 342.845 shall not be employed on a part-time basis without their consent except under the terms of Section 12.12. Consideration shall be given to licensure.

- a. When two or more unit members are equally qualified by licensure and seniority, preference shall be determined by the following:
 - Special qualifications
 - Relevant experience outside the District
 - District program requirements
 - Affirmative Action goals
 - Increased level of training
- b. A contract unit member who would otherwise be laid off under this Section shall have the right to displace a probationary unit member whose assignment the contract unit member is licensed and/or qualified to perform.
- c. The provisions of ORS 342.934 shall be strictly complied with and all other provisions of this article are expressly made subordinate to the District's compliance with the requirements of ORS 342.934.

12.12.2 REASSIGNMENT: Subsequent to any Board action to eliminate positions in accordance with Section 12.12.1 of this Agreement and ORS 342.934, the following shall apply:

- a. Any position(s) that has been posted at the time of the School Board action to eliminate positions will be filled in accordance with Contract Article 11.
- b. Except as provided in "a" above, the requirements of Article 11 do not apply for twenty (20) calendar days following the reduction-in-force action or until the Human Resources Office has completed reassignment of unit members to positions created by the reduction-in-force, whichever occurs first.
- c. If a vacancy(ies) created by retirement or leave(s) occurs within the twenty (20) calendar days referred to in "b" above, it/they may be used for unit member reassignments without following the requirements of Article 11.
- d. Any positions not filled with reassigned unit members within such twenty (20) days will be filled in accordance with Article 11.
- e. Except for reductions that require more than one reassignment to comply with this Contract, the number of positions filled by reassignment will not exceed the number of positions eliminated by Board action.
- f. Any reassigned teacher has the option of immediately applying under Article 11 for voluntary transfer to a different position.

12.12.3 RECALL: When any contract or probationary unit member is released, the District will recall contract and probationary unit members in inverse order of their release, with consideration being given to the same criteria as set forth in the foregoing reduction provision.

- a. The right to be recalled shall continue for twenty-seven (27) months following the unit member's last District duty day unless the unit member has resigned in writing earlier.
- b. Notice of recall shall be sent via certified mail to the last address given to the Human Resources Office by the unit member. A unit member shall have ten (10) calendar days from the date the notice of recall was received to notify the District of intent to return. He/she must thereafter report on the starting date specified by the District or lose all recall rights providing that this shall not be fewer than twenty (20) calendar days from the date the notice of recall was received. Such failure to notify the District of intent to return or to return to work within these time limits shall be considered the resignation of the said unit member.

12.13 STUDENT DISCIPLINE PROCEDURE:

The District will provide each unit member with a written student discipline procedure at the beginning of each school year. This procedure will specify the rights, duties, and responsibilities of unit members in the student discipline procedure.

12.14 WORK LOAD:

The purpose of this Section is to achieve an equitable work load distribution by providing an orderly procedure for individual unit member's work load complaints to be processed through an Equity Committee to the Superintendent for a final decision.

12.14.1 UNIT MEMBER PARTICIPATION: An Equity Committee shall have the responsibility to review work load complaints and to recommend solutions to work load problems.

- a. The committee shall consist of two (2) unit members and two (2) administrators. The unit members shall be appointed by the Association and the administrators by the District.
- b. If the unit member believes the inequity is not resolved after the meeting with the principal, then he/she must submit a written statement describing the work load inequity to the principal and the parties shall attempt to reach a solution at the building level. If a solution is reached within ten (10) days, the process ends there.
- c. If the solution of the principal continues to be unacceptable to the unit member, the unit member can submit a statement of the inequity to the Director of Human Resources and the President of the Association and to the Equity Committee.
- d. The Equity Committee will be selected according to Section 12.14.1.a to investigate the problem and recommend a solution to the Superintendent.
- e. The Superintendent shall make the final decision.

12.14.2 LIMITATION: Any state or federal law, rule or regulation including I.D.E.A. shall be complied with and given precedence over the Section entitled Work Load as outlined above. The above language is further qualified in that it should be interpreted strictly in accordance with ERB's scope of bargaining rulings and will apply only to the extent that such language is a mandatory subject of bargaining under the rulings of the Employment Relations Board.

12.15 PROBATIONARY PERIOD:

A unit member, who at the time of hire has been a contract teacher under Oregon law at any time within the two year period prior to being hired, will have a two year probationary period before being eligible to become a contract teacher under Oregon law.

12.16 PERSONNEL FILE:

A unit member shall be given or mailed a copy of any document before it is used as evidence to support a disciplinary decision.

12.17 PLAN OF ASSISTANCE:

12.17.1 TOLLED GRIEVANCE: A unit member's right to file a grievance while on a plan of assistance is limited by ORS 342.895(5). During the time of this limitation, a unit member who has a basis for filing a grievance based on the plan of assistance will make every effort to give the District written notice of a possible grievance within ten (10) days of when the unit member could have reasonably known of the basis for the grievance.

12.17.2 PEER ASSISTANCE: District or the Association may wish to have a joint committee study and make recommendations on the terms and conditions for using peer assistance with a plan of assistance and evaluation. Such a joint committee would commence upon written request by the Association or the District.

12.18 USE OF VIDEO:

The District may use video recording of a bargaining unit member's performance as part of a plan of assistance. The video record, and any evidence of having made a video recording, cannot be used as evidence in a subsequent dismissal hearing without the mutual consent of the unit member and the District.

12.19 PARENT MEETINGS:

A unit member has the right to administrative support at any meeting with a parent if conditions indicate the need for administrative support.

ARTICLE 13 - PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

13.1 TRAVEL COMMITTEE:

A Travel Committee shall be established to act on requests for authorization to attend sessions for professional development. The action by the committee shall be advisory to the Director of Instruction. The Director of Instruction and the President of the Association shall each appoint five (5) members to the committee and the Director of Instruction or his/her designee shall act as chairperson. The Director of Instruction and the President of the Association may on an annual basis replace members appointed by them unless vacancies occur during the school year, in which event they shall make the appointment immediately following the time the vacancy occurs. Unit members shall be reimbursed the full cost of the reasonable

expenses (including gas, meals, lodging, and transportation) incurred by unit members who attend sessions for professional development with the approval of the Director of Instruction.

13.2 TUITION REIMBURSEMENT:

Unit members shall be reimbursed the full cost of tuition and other reasonable expenses incurred in connection with any courses, workshops, seminars, conferences, inservice training seminars or other such expenses which a unit member is required and/or requested to take by the Administration.

13.3 DISTRICT INITIATED MEETINGS:

Participation by unit members in local, state, regional and national meetings shall be encouraged. Leaves will be granted without loss of pay for this purpose at the discretion of the Instruction Directors, in conjunction with the recommendations of the building principals. Selection of persons attending such meetings will be based on the needs of the individual, the building, and the District. These leaves are intended to be of short duration (one or two days each) and will be granted only as funds for professional involvement are available.

Attendance for these meetings generally is scheduled at the beginning of the school year, to the extent possible, to ensure equitable distribution among grade levels and subject areas.

13.4 COOPERATING TEACHERS ACCOUNT:

The District and the Association will jointly plan, negotiate and implement the District's cooperating teachers contract (teacher training program) with the institutions of higher education. The District and the Association shall implement these joint responsibilities by joint committee under the terms of Article 16.

LIAISON COMPENSATION: If the District decides to select unit members to administer the District Cooperative Teacher Program, the unit member(s) shall be compensated under the following terms and conditions. The unit member(s) selected for this position shall be called "Liaison for Cooperating Teacher Program."

Liaison(s) will be selected by the District with input from EEA and will work with a designated District administrator. Liaison(s) will perform the responsibilities of the position during the regular teacher work year. The District is solely responsible for determining the number of Liaison positions. A Liaison position shall be filled under the terms of Section 5.2.1.

Compensation for the Liaison of the District Cooperative Teacher Program will be as follows:

- One liaison will be compensated at .2 FTE or equivalent salary as an extra duty assignment, or
- Two liaisons will be compensated at .1 FTE or equivalent salary as an extra duty assignment
- If an adjustment needs to be made to the FTE based on workload, it will be referred to the JCAC prior to implementation.

13.5 SUBSTITUTES:

District agrees to use licensed and, whenever possible, fully qualified substitutes to replace absent unit members.

13.5.1 A list of all available substitutes detailing their area of specialty and type of license shall be made available to all unit members.

13.5.2 The absent unit member may indicate his or her preference for a substitute.

13.6 PROFESSIONAL DEVELOPMENT COMMITTEE:

The purpose of the Professional Development Committee shall be to advise the Assistant Superintendent of Instruction on teacher professional development. The responsibilities of the Professional Development Committee may be performed by the JCAC.

13.6.1 The Committee will be comprised of ten (10) members, five (5) of whom will be appointed by the EEA President and five (5) by the Assistant Superintendent for Instruction.

13.6.2 The committee shall meet at least twice annually; once at the beginning of fall term and once at the beginning of spring term.

13.6.3 The committee at its discretion or on call of the Assistant Superintendent for Instruction or his/her designee may initiate other meetings as needed throughout the school year.

13.6.4 The advice and/or decisions of this committee shall not be arbitrable.

13.7 THIRD-PARTY BILLING:

Those educational support service staff who routinely complete third-party billing to Medicaid will annually determine how to allocate the portion of the third party billing revenue allocated by the District to Educational Support Services. The District shall annually allocate fifteen percent (15%) of the annual net billing revenue the District receives from Medicaid. This amount is the gross general fund Medicaid revenue less the State of Oregon Medicaid deduction. The funds may be used to purchase professionally related materials, supplies, and equipment for staff development or for extended contract compensation. The District will pay for the special license required for third-party billing that is in addition to the unit member's regular license. The District will provide clerical support for the paperwork associated with third-party billing.

13.8 SPECIAL EDUCATION:

13.8.1 SPECIAL EDUCATION RELEASE TIME: Release days will be provided to unit members in positions where they have primary responsibility for conducting IEP meetings and writing IEPs. The release days are to be used for Individual Education Plan (IEP) meetings and writing IEPs.

- Each ESS full-time position assigned for instruction of students with disabilities (per IDEA) will receive five (5) days of release time and a stipend equal to two (2) days at their per diem rate. Any less than full time unit members with this primary responsibility will receive a proportional amount of release days based on their FTE and the two-day stipend at their prorated per diem rate.
- Each ESS full time unit member assigned to provide speech and language services will receive three (3) days of release time and a stipend equal to two (2) days at their per diem rate. Any less than full time unit members with this primary responsibility will receive a proportional amount of release days and the two (2) days stipend at their prorated per diem rate.
- Each full-time ESS unit member assigned to provide Preschool Hearing Impaired services will receive one (1) release day and a stipend equal to one (1) day at their per diem rate. Any less than full-time unit members with this primary responsibility will receive a proportional amount of release days and the one (1) day stipend at their prorated per diem rate.

The release days are to be used for the above purposes. Unit members scheduling release days shall make all efforts to spread the release days out to avoid program disruption. The use of release days is subject to substitute teacher availability. The release days can be shared only with other unit members at each site for the purpose of attending IEP meetings or completing IEPs. Half of the release time must be taken as release time and the other half may be converted to the substitute rate.

Each ESS position primarily assigned instructional, related services or consultant/ evaluation responsibilities in the positions of School Psychologists, Special Education Consultants, Autism Consultants, Behavior Consultants, Physical Therapists & Occupational Therapists, Teachers of Blind & Visually Impaired, and Teachers of the Deaf & Hard of Hearing will receive a stipend equal to one and one half (1-1/2) days at their per diem rate.

13.8.2 SCHEDULING EXTRA DUTY STIPEND: Each middle and high school will be provided four (4) days a year of extra duty stipend for unit members who are assigned responsibility for scheduling the classes for special education students. The stipend will be paid at the unit member's per diem rate.

13.8.3 RELEASE TIME FOR TRANSITION MEETINGS AND IEP's: There will be a twenty (20) day pool of release days for unit members for transition meetings and IEP's. Requests must be approved by an ESS administrator.

13.8.4 IEP POOL: The District will annually allocate twenty thousand dollars (\$20,000) for non-ESS bargaining unit members to receive up to a total of six hours of additional compensation based on their per diem rate for participating in IEP meetings during scheduled planning days, scheduled preparation time, or outside the member's workday. Meeting time will be accumulated in 15-minute increments and recorded on the IEP log form. In the event requests for funding are submitted which exceed the funding pool, compensation will be prorated. It is the bargaining unit member's responsibility to log their time on the District provided form and submit no later than the second Friday in June to Financial Services. The District will report on the distribution of the pool annually to JCAC by the second meeting in October.

13.8.5 ITINERANT ESS STAFF PROFESSIONAL DEVELOPMENT: The District will provide professional development funds to itinerant ESS bargaining unit members based on the calculation used by the District to fund building-based professional development. Each occupational group of itinerant ESS unit members determines if the funds will be pooled or used on an individual basis. Upon a group's specific request and plan, the District will carry over unused pooled funds to the following year.

13.8.6 EXTENDED WORK:

- a. Unit members who are authorized by an ESS administrator to provide Early Intervention Program evaluation and transition services outside the standard work-year for unit members will be paid at the unit member's per diem rate.
- b. Unit members who are authorized by an ESS administrator to provide evaluation and transition services and participate in IEP meetings outside the standard work-year for unit members will be paid at the unit member's per diem rate.

~~13.9~~ — ~~STUDENTS WITH SPECIAL NEEDS:~~

~~The District and Association recognize that the instruction of students with special needs may have an impact on the workload of teachers. The parties agree that a mutual effort must continue to be made to carefully consider the instruction and service needs of students with special needs in general and special education classrooms. To accomplish this, the District and Association may appoint and support a joint committee under the terms of Article 16 to address the workload impact of the placement of students with special needs. In the absence of a joint committee, the responsibility of the joint committee will be performed by the JCAC. The joint committee will address these charges:~~

- ~~a. — Develop and distribute information to teachers and administrators about working with students with special needs. The information should deal with procedural concerns as well as strategies for working with students.~~
- ~~b. — Develop ways to ease the workload of teachers working with students with special needs.~~
- ~~c. — Recommend process to provide an on-going and timely information flow.~~

~~13.10~~ 13.9 TRAVELING/ITINERANT TEACHERS:

The District will communicate to all administrators at the beginning of each school year the rights and special working conditions for itinerant traveling teachers.

~~13.11~~ 13.10 ELEMENTARY AND SECONDARY EDUCATION ACT:

The District and Association agree that when changes required by implementation of the ESEA conflict with the terms of this Agreement, the Association shall seek a remedy using the contract grievance procedure.

When this Agreement is silent on changes required by ESEA, and where compliance with ESEA requirements cannot be addressed through methods that do not adversely impact bargaining unit members in terms of wages, hours or working conditions, the District and Association will bargain pursuant to the terms of ORS 243.712.

~~13.12~~ 13.11 LICENSED INTERNS:

Licensed interns will be compensated at .75 FTE for a full-time position or equivalent proration. Intern supervisors will be selected with input from the Association. Intern supervisors will be assigned .2 FTE unless the District, after collaborating with the Association, determines that assignment of the .2 FTE will have an adverse program impact, then the District can hire a qualified intern supervisor who is not a member of the Association bargaining unit. This article does not apply to administrative interns.

~~13.13~~ 13.12 ONLINE COURSES AND CURRICULUM:

Before providing online courses or curriculum, the District will notify the Association and will bargain on demand the impacts on working conditions, compensation, and other mandatory subjects pursuant to ORS 243.712.

~~13.14~~ 13.13 NEW TEACHER MENTOR PROGRAM:

In the event a new teacher mentor program is reinstated, the District will work collaboratively with the Association to reestablish a program.

ARTICLE 14 – ASSOCIATION RIGHTS

14.1 ASSOCIATION USE OF FACILITIES:

- 14.1.1 The District and the Association recognize that Association business should be conducted in an atmosphere that is mutually respectful and does not interfere with the educational process.
- 14.1.2 The Association may use the District's interschool mail service. The District shall collect and deliver mail daily at the Association's office. Association mail may be placed in unit member mailboxes in the schools by official

representatives of the Association. The Association may use District e-mail subject to the terms and conditions of the current District Technology Appropriate Use Guidelines and District policies and administrative rules applicable to such use. All Association communications must clearly identify the Association authorship.

14.1.3 The Association will have in each school building the exclusive use of a bulletin board, or space on a bulletin board, in a staff room or similar location.

14.1.4 The Association and its representatives may be present in school buildings, providing there is no interference with the normal school program or activities. The Association may use school rooms and other meeting rooms for Association meetings before or after regular building hours. Use of meeting rooms shall be cleared through the building principal.

14.2 FAIR SHARE AGREEMENT:

14.2.1 The District shall deduct an in-lieu-of-dues payment each month beginning in October of each year from the pay of each unit member who is not a member of the Association. The total annual amount of the in-lieu-of-dues payment shall be certified to the District by the Association no later than September 1 each year as the amount allowed by ORS 243.650 18 to defray the cost for services by the Association in negotiations and contract administration.

14.2.2 Any unit member who has not requested payroll deduction of Association dues or who has not certified to the District that he or she has paid dues directly to the Association shall be subject to the provisions of this Section. Such request for payroll deduction or certification of direct payment of dues shall be made by September 15.

14.2.3 The Association certifies that this Agreement is formally executed pursuant to the approval of a majority of all unit members.

14.3 OPEN SHOP:

Unit members have the right to join the Association, but membership in the Association shall not be required as a condition of employment.

ARTICLE 15 – DISTRICT’S RIGHTS AND RESPONSIBILITIES

15.1 DISTRICT RIGHTS:

It is recognized that the Board has and will continue to retain the rights and responsibilities to operate and manage the school system and its programs, facilities, properties, and activities of its unit members. Except as limited by this Agreement and applicable law, without limiting the generality of the foregoing above, it is expressly recognized that the Board’s rights and responsibilities include:

15.1.1 The right to determine location of the schools and other facilities of the school system;

15.1.2 The determination of the financial policies of the District;

15.1.3 The determination of the management, supervisory or administrative organization of each facility in the system and the selection of unit members for promotion to supervisory, management, or administrative positions;

15.1.4 The maintenance of discipline and control and use of school system property and facilities;

15.1.5 The determination of safety, health, and property protection measures;

15.1.6 The enforcement of rules and regulations now in effect and the establishment of new rules and regulations from time to time;

15.1.7 The direction and arrangement of all the working forces in the system, including hiring, suspending, discharging, disciplining or transferring unit members and maintaining files to carry out this function;

15.1.8 Relieving unit members from duty for poor or unacceptable work or for other legitimate reasons;

15.1.9 Creation, combination, modification or elimination of any teaching position;

15.1.10 The determination of the size of the working force, the allocation and assignment of work to unit members;

15.1.11 The determination of policies affecting the selection of unit members, and the establishment of quality standards and judgment of unit member performance;

15.1.12 The layout of the equipment to be used and the right to plan, direct, and control school activities;

- 15.1.13 The determination of the processes, techniques, methods and means of teaching and the subjects to be taught;
- 15.1.14 The establishment of hours of employment;
- 15.1.15 The determination of the time, days, and manner of payment;
- 15.1.16 The scheduling of classes and assignments of work loads;
- 15.1.17 Selection of textbooks, teaching aids and materials; and
- 15.1.18 Assignment for all programs of an extracurricular nature.

ARTICLE 16 – JOINT COMMITTEES

- 16.1 WHENEVER THE PARTIES AGREE TO CREATE A JOINT COMMITTEE BY REFERENCE TO THIS ARTICLE, THE JOINT COMMITTEE’S AUTHORITY, COMPOSITION, AND PROCEDURE SHALL BE AS DESCRIBED IN THIS ARTICLE.
- 16.1.1 The committee shall be comprised of equal numbers of representatives appointed by the District and the Association. The parties in addition may each appoint one nonvoting member of a committee.
 - a. There shall be co-chairs, one each designated by the parties.
 - b. The co-chairs shall be responsible for having the committee agree on its operating rules, schedule, and how it will achieve its goal set by the District and Association.
 - c. The District and the Association shall provide assistance on effective committee procedure and process upon request.
 - d. Decisions shall be by consensus and if consensus is not possible the District and the Association shall intervene.
 - 16.1.2 The District and the Association shall provide the committee a written statement of the committee’s goal, operating timeline, and resources available to it before the committee’s first meeting.
 - 16.1.3 The District shall provide up to eighty-five (85) days of paid leave with a District paid substitute for unit members’ participation in joint committee responsibilities. ~~At the discretion of the Association, up to 75 of the 85 days in Article 16.1.3 may be converted to licensed FTE at the current guest teacher rate plus fixed costs.~~
 - 16.1.4 All communications from the committee shall be approved by the committee and shall be communicated only to the District and the Association. The committee’s decisions and reports are non-binding recommendations to the District and the Association.
 - 16.1.5 The District and the Association agree that their representatives, while acting in the capacity as a committee member, are not either party’s bargaining representatives under ORS 243.650 to 243.782. The parties agree that the committee members can consider and discuss information and subjects and make recommendations in their report without being limited by the terms of ORS 243.650 to 243.782.

The District and the Association expressly agree their rights under ORS 243.650 to 243.782 and their Collective Bargaining Agreement shall not be diminished or affected by any action taken or report issued by the committee.
- 16.2 JOINT ADMINISTRATION COMMITTEE:
- The District and Association will establish and jointly participate in a contract administration committee titled Joint Contract Administration Committee, hereinafter JCAC.
- 16.2.1 Purpose: The purpose of the JCAC will be to: (a) review proposals from the District or Association to waive or modify any terms of the agreement; (b) discuss current issues; and (c) make recommendations to the Superintendent, when appropriate, for implementation, action and/or review.
 - 16.2.2 Decision Making: The JCAC will make decisions by consensus. If the JCAC is unable to reach agreement, action to modify or waive the agreement will not be taken except as provided by other terms of this agreement.
 - 16.2.3 Composition: The JCAC will be composed of at least two (2) representatives appointed by the District and two (2) representatives appointed by the Association. The JCAC membership composition may be changed as the District and Association deem appropriate.

ARTICLE 17 – CLASS SIZE

The District and Association recognize class size as a critical component of the District's ability to achieve its educational mission, students' opportunity to learn, and each teacher's ability to be an effective educator. The parties agree that a mutual effort must be made to reduce class size in a collaborative pursuit of new federal, state, local, and other sources of funding that have been targeted for class size reduction.

ARTICLE 18 – SITE-BASED DECISION MAKING

18.1 SITE-BASED DECISION MAKING (SBDM):

The District and the Association believe that Site-Based Decision Making, a governance model in which unit members (teachers) and other stakeholders are given increased responsibility for making decisions with regard to their day-to-day affairs, has the potential to improve education, foster mutual respect, provide greater employee empowerment, improve the quality and extent of parent involvement, create an environment which is more responsible to the client needs and concerns, and encourage the collegial exchange of ideas. To this end, the parties pledge themselves to an honest and mutual examination and trial of site-based decision making.

18.2 THE DISTRICT SITE-BASED STEERING COMMITTEE (STEERING COMMITTEE):

This collaborative Committee shall be established for the purpose of helping guide and assist District staff with SBDM and shall be composed of the following:

- Six (6) Unit Members (Teachers) (May include the Association President)
- Three (3) Administrators
- Four (4) Parents
- Two (2) Classified Persons
- The Superintendent
- The OSEA Consultant and President (if not included above) as ex-officio
- The EEA Consultant and President (if not included above) as ex-officio
- The Human Resources Director as ex-officio
- One (1) School Board Member as ex-officio

18.2.1 District Site-Based Steering Committee Responsibilities: The Steering Committee will perform these major functions:

- a. Provide leadership and set direction for the implementation and management of SBDM. The Steering Committee will use the SBDM Study Committee's Report and Recommendations as its foundation.
- b. Develop SBDM procedural guidelines and make them available to all District personnel.
- c. Develop a SBDM training program.
- d. Recommend sites for participation in SBDM.
- e. Establish procedures for responding to individual site questions and concerns regarding SBDM.
- f. Identify funds needed for SBDM and allocate SBDM funds to approved sites.

18.2.2 Work site or school site committee: The work or school site committee shall consist of at least the following:

- a. One-half of school or work site committee members shall be unit members. The unit members may be less than one-half and not less than the number needed for unit members to be the largest stakeholder group, if the site committee and at least seventy five percent (75%) of the school or work site unit members desire to have fewer unit members. The school or work site shall notify the District steering committee if the school or work site council has unit members as less than one-half (1/2) of its site council. Membership shall be voluntary. Unit members will be elected by unit members.
- b. Each school site committee shall include the following stakeholders: Unit members, administrators, classified employees, and parents.
- c. Each stakeholder group has a right to veto committee proposals. Work sites may request assistance from the Steering Committee to resolve issues.

18.3 BOUNDARIES OR PARAMETERS OF SBDM:

Recognizing legal responsibilities, the parties agree that unless mutually agreed exceptions are made, they will adhere to:

- State and Federal Laws and Regulations
- District School Board Policies and District Regulations
- Collective Bargaining Agreements and memorandums between the District and its employee groups.

18.4 VOLUNTARY NATURE:

The parties agree to limit the scope of SBDM during this trial period of learning and exploration to:

18.4.1 Site Participation.

- a. Sites selected for participation from those that volunteer.
- b. Appropriate training will be required for each selected site.

18.4.2 Individual Participation.

- a. Unit members will participate on SBDM committees and in leadership roles on a voluntary basis.
- b. Unit members who choose not to participate in SBDM leadership or committee responsibilities will not be adversely evaluated.
- c. However, all staff at a SBDM site are responsible for implementing site decisions.

18.5 IMPLEMENTATION:

The District agrees to budget funds for SBDM training, compensation, and implementation.

18.5.1 Local sites approved for SBDM will be allocated funds by the Steering Committee for that purpose. Compensation, for Association members who assume leadership positions at the local site, shall be consistent with the terms of the contract.

18.5.2 Compensation for unit members who serve on school or work site councils or the District steering committee shall be paid three hundred and seventy five dollars (\$375.00) per year or portion thereof paid in the June payroll. If a unit member serves on multiple site councils including the District steering committee, the unit member will be paid for serving on each site council and the steering committee if it meets. A unit member eligible for this annual payment may choose to receive the payment as salary or expense reimbursement.

18.5.3 Site Compensation/Training plans will be reviewed and approved by the Steering Committee.

18.6 CREDIT FOR SITE COUNCIL PARTICIPATION:

There will be a minimum of three (3) credit hours offered per year for advancement on the salary schedule, for unit members who concurrently participate on a site council and complete the work required for the credit. A unit member can use up to a maximum of nine (9) credit hours earned under this Section for advancement on the salary schedule. The District and Association will appoint a joint committee to determine the criteria in addition to those in Section 4.5.6 for these credit hours.

18.7 WAIVERS:

The District and the Association each recognize that all legal contractual rights and obligations remain in full force and effect unless either party waives the right or obligation.

A request for waiver by a site shall be sent to the Steering Committee for consideration. They will forward to the District and the Association only those recommendations which the committee supports.

The Steering Committee may recommend to the District/Association that individual sites be given a waiver from a provision of existing policy, regulation, District practice, or a labor agreement.

18.8 SBDM FUNDS:

The funds necessary to implement SBDM will be allocated from areas other than staffing.

18.9 SAFETY NET CLAUSE:

The parties recognize that our mutual exploration of SBDM may result in unforeseen difficulties or problem areas. Since our initial foray into SBDM is largely experimental, we agree that either party may want to slow down or halt, at least temporarily, the movement toward SBDM. The safety net process is established for this purpose.

To initiate the safety net process, the Association or District must send the other a letter stating the concerns and reasons for instituting the safety net. The parties shall then have thirty (30) days to resolve the initiating parties' concerns. If the concerns are not resolved after thirty (30) days, then all plans for extending approval for the addition of sites to SBDM shall be placed on "hold" until the parties reach agreement on how to proceed. The parties agree to use a mutually acceptable facilitator to bring resolution.

ARTICLE 19 – RETIRED TEACHERS' CONTRACT TERMS

19.1 HIRING RETIRED UNIT MEMBERS:

The District has the right to hire bargaining unit members and may, based on exceptional circumstances, decide to hire a retired bargaining unit member. In that event all the terms of this collective bargaining agreement apply to bargaining unit members who have retired from their employment with the District and who have been subsequently hired by the District except those terms listed in this Article.

19.2 SUPPLEMENTAL RETIREMENT BENEFITS:

The terms of Section 4.10 apply to a retired bargaining unit member and a retired member has exercised a one time option to use the benefits of Section 4.10 and is not eligible for the supplemental retirement benefits a second time.

19.3 INSURANCE ELIGIBILITY:

The retired bargaining unit member's District contribution for insurance and eligibility for insurance is as set forth in Section 4.10.1.f. If a retired bargaining unit member is not eligible for insurance under Section 4.10.1.f, then the retired bargaining unit member is eligible for insurance under the terms of Section 6.1.

19.4 SICK LEAVE ELIGIBILITY:

The retired bargaining unit member upon being reemployed has no accumulated sick leave and will be credited with one day of sick leave for each month of employment. Upon termination of employment any unused sick leave accumulated by a retired bargaining unit member has no value. All sections of Section 8.1 on sick leave not inconsistent with Section 19.4 shall apply to retired bargaining unit members except Sections 8.1.3, 8.1.10 and 8.1.11.

19.5 UNPAID LEAVE ELIGIBILITY:

A retired bargaining unit member is not eligible for unpaid leaves in Article 9 except for coordination of state and federal leave law in Section 9.4 with a retired bargaining unit member's available leave under Article 8.

19.6 APPLICATION OF ARTICLE 11:

The terms of Article 11 on posting, transfer, and vacancies do not apply to a retired bargaining unit member. If the District offers to employ a retired bargaining unit member in a position, then that position is not vacant under the terms of Article 11.

19.7 PROBATIONARY EMPLOYMENT STATUS:

A retired bargaining unit member's District employment status is as a temporary probationary teacher under the terms of ORS 342.805 to 342.937. The District can require a retired bargaining unit member as a condition of being hired to agree that the retired unit member's rights as a contract teacher ended upon retirement and that the retired unit member's District employment status is as a first year probationary teacher for the purposes of ORS 342.805 to 342.937, 342.513, 342.545, 342.850 and Section 12.6 of this contract.

19.8 EXCEPTION TO SECTION 12.12 FOR RETIRED UNIT MEMBERS:

The terms of Section 12.12 do not apply to a retired bargaining unit member.

19.9 CONSULTATION:

If a retired bargaining unit member will be employed in a bargaining unit position for a second consecutive work year after the work year of district retirement, the District will consult with the Association beginning with the second consecutive year and every consecutive year thereafter.

19.10 NON-DISTRICT RETIREES:

The terms of Article 19 apply to unit members, hired after July 1, 2010, who have PERS or OPSRP retired from another district.

In witness whereof, the Association has caused this Agreement to be signed by its President and attested to by its Secretary and the Board has caused this Agreement to be signed by its Chairperson, attested by its Clerk.

By _____

By _____

ATTEST:

ATTEST:

By: _____

By: _____

Date: _____

Date: _____

APPENDIX B

STUDY LEAVE CRITERIA

- A) **STUDY LEAVE PLAN:**
Provide a complete description of your plan and all the activities you will engage in while on leave. Include timelines, coursework, itinerary, training, writing schedule, reading lists, programs, etc., in which you will be involved while on study leave. (Two (2) page maximum = possible 10 points.)
- B) **IMPROVING QUALITY OF INSTRUCTION FOR THE DISTRICT'S STUDENTS:**
Describe in detail how your proposed study leave will improve the quality of instruction for the District's students. (One (1) page maximum = possible 5 points.)
- C) **IMPROVING INDIVIDUAL PROFESSIONALISM:**
Describe how your proposed study leave will promote your individual educator skills and knowledge. (One (1) page maximum = possible 5 points.)
- D) **VALUE TO THE DISTRICT:**
Discuss what you will do by way of follow-up during and after your leave and in what ways the District will thereby benefit from your study leave. (One (1) page maximum = possible 5 points.)

APPENDIX C

PERSONAL LEAVE RELIEF FUND: The Association and District will establish and manage a Personal Leave Relief Fund (PLRF) for active EEA bargaining unit members. The purpose of the PLRF is to provide financial assistance when a unit member's family member is experiencing a catastrophic circumstance and the unit member has exhausted all available paid leave. Catastrophic circumstances include the unit member's necessary care of a family member experiencing events such as life threatening illness, major surgery or debilitating illness or injury, which would result in the employee being on leave without pay for more than five (5) work days.

The Association and District will jointly and collaboratively manage the PLRF.

This agreement will continue unless either the District or Association gives one year notice of termination.

APPENDIX D
PILOT ON LICENSED STAFFING

1. PURPOSE. The District and the Association acknowledge their mutual interest in stability in licensed staffing, in avoiding disruptions to the classroom stemming from displacements, layoffs, transfers and leaves, and in expediting the placement and recall processes for staff who are displaced, laid-off, or returning from leave. The purpose of this agreement is to explore a pilot basis ways to advance these mutual interests.
2. DURATION. This Appendix C takes effect upon ratification and expires on September 1, 2015.
3. JOB EXPO. In lieu of the exclusive posting period and voluntary transfer processes described in Articles 11.1 and 11.4, the District will provide an internal job expo. Members who have been displaced or who wish to seek a transfer to another building will have the opportunity to interview for position(s) for which they may qualify. The District will place displaced members following the job expo.
4. NOTICE OF RECALL. Laid off members shall be responsible for notifying Human Resources of a telephone number and email address through which they can be reached. Any laid off member may provide Human Resources written authorization designating another person as their exclusive representative to accept or reject an offer for a position on the member's behalf. Laid off members, or designee thereof, will be contacted by telephone/voicemail and email to be offered a position, and shall respond within seventy-two (72) hours following the email. The District will assume its offer for a position is rejected if: (1) the laid off member does not respond within 72 hours of the email from the District; (2) the member responds and declines; or (3) the District cannot reach the member at his or her last known email.

A laid off full-time member who rejects an offer of a full-time position will lose all recall rights and thereafter will be considered only as a new hire. A laid off part-time member who rejects an offer of a part-time position will lose all recall rights. However, a member who fails to respond to the District's offer for a position within 72 hours will not lose all recall rights but will have one final opportunity to be placed back on the recall list.

Members who accept a position will report for work within seven (7) days, unless: (1) such member is under contract with another school district and is unable to obtain a release from the 60-day notice, in which case the member will have up to 60 days to report, or (2) reporting within seven (7) days will present undue hardship to the member and the member and District have agreed in writing to an alternate reporting date. A member who fails to report within the timelines herein will lose all recall rights and thereafter will be considered only as a new hire.

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