



2021-2024

Licensed Agreement

Between

Oregon Trail School District No. 46

&

East County Bargaining Council

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## **PREAMBLE**

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

## ARTICLE 1 – RECOGNITION

- A. This Agreement is entered into between the Oregon Trail School District Board of Education of School District No. 46, Clackamas County, Oregon, hereinafter referred to as the “District,” and the East County Bargaining Council, herein referred to as the “Association” an affiliate of the OEA and NEA.
- B. The Board recognizes the Association as the exclusive collective bargaining representative with respect to wages, hours and conditions of employment as set forth in Oregon Law, Chapter 243, for the term hereof, of all licensed employees and Child Development Specialists who are employed by the District excluding all administrative, confidential, supervisory, and classified personnel.
- C. Definitions
- For the purpose of this contract, the following definitions apply unless otherwise indicated:
1. Employee: all unit members represented by the WEA/ECBC in the bargaining unit as defined in the paragraph above.
  2. Probationary: an employee who has not completed the probationary period. An employee is probationary for his/her first three years of employment.
  3. Licensed: all employees required, as a condition of employment to possess an academic certificate, license, degree or the equivalent, issued by the TSPC, the State of Oregon, an institution of higher education, or a professional society.
  4. Substitute: anyone employed to take the place of a regular employee who is temporarily absent.
  5. Temporary: anyone employed to fill a position designed as temporary or experimental or to fill a vacancy that occurs after the opening of school, because of unanticipated enrollment, or because of death, disability, retirement or resignation or employment termination of a regular employee.
- D. It is the intent of the Agreement to set forth the full agreement between the parties pertaining to wages, hours and conditions of employment for personnel included in the bargaining unit.

## **ARTICLE 2 – MANAGEMENT RIGHTS**

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

12. The right to establish and revise the school calendar, establish hours of employment, to schedule classes and assign workloads; and to select textbooks, teaching aids and materials, as per ORS 337.120.
13. The right to make assignments for all programs of an extra-curricular nature after consultation with and consideration of the concerns and consent of the affected employee.



## **ARTICLE 3 – ASSOCIATION PRIVILEGES**

### **A. INFORMATION**

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

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

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

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

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

### **D. COMMUNICATION**

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

### **E. ASSOCIATION RIGHTS**

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

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

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

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

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

#### G. COPIES OF AGREEMENT

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

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

1. A copy of the agenda and written materials that are public and non-confidential for any Board or budget committee meeting shall be given to the Association on the regular distribution schedule to School Board members and District administrators.
2. The District will provide the Association president with 24-hour written notification of all non-emergency board meetings. A representative of the Association shall be allowed a place on the agenda of Board meetings for input on issues of concern.
3. Proposed District policy additions and/or revisions will be furnished to the Association before the Board meeting at which the first reading is anticipated. Copies of all adopted policies, rules and regulations will be given to the Association as soon as they are adopted.
4. The Board shall consult with the Association on any fiscal, budgetary, or tax programs, construction programs, considered or proposed annexation or consolidation, or revisions of educational policy that are proposed or are under consideration. The Association shall be given opportunity to consult with the Board and to make recommendations with respect to these matters prior to their adoption.

## I. NEW HIRE ORIENTATION

The district shall add one (1) non-contract day to the schedules of all newly hired licensed staff for the purpose of providing them with a day of district orientation. This orientation will occur prior to the start of the contract year. Licensed staff attending this orientation shall be paid at the Daily Substitute Rate. If the new hire is not in attendance, no form of district leave may be applied. The Association will be provided one (1) hour in which to meet with their members in attendance.

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

### **A. PERSONAL FREEDOM**

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

### **B. ACADEMIC FREEDOM**

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

### **C. ORGANIZATION RIGHTS**

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

### **D. SUBSTITUTES**

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

## **ARTICLE 5 – GRIEVANCE PROCEDURE**

### **A. DEFINITIONS**

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

### **B. PURPOSE**

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

### **C. PROCEDURE**

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

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

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

5. Level 2 - Superintendent

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

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

6. Level 3 - Board of Directors

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

7. Level 4 - Arbitration

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

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

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

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

the Association. All other expenses will be borne by the party incurring them.

- f. The names of any witnesses who will be used in arbitration must be made known to the other party seventy-two (72) hours prior to the first arbitration session.

#### D. GENERAL PROCEDURES

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

#### E. PLAN OF ASSISTANCE MORATORIUM

For employees who meet the definition of “teacher” under the provisions of ORS 342.815 (9) and pursuant to ORS 342.895 (5), a moratorium shall be placed on grievance timelines while an employee is on a program of assistance.



1. This moratorium applies only to grievances related to the evaluation procedure and programs of assistance that exceed ninety (90) calendar days.
2. This moratorium does not apply to any grievance (including those related to evaluation and the program of assistance) that was initiated prior to the time the employee was given a written program of assistance.
3. When an event occurs (as proscribed by statute) that causes the moratorium to be lifted, The District will notify the employee and the Association, in writing.
4. The employee/Association will, then, have thirty (30) workdays from the time of said notice to file grievances that were subject to the moratorium

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

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

## ARTICLE 7 – PAID LEAVES

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

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

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

### A. SICK LEAVE

1. In accordance with ORS 332.507, every employee holding a regular full-time position shall accrue ten (10) working days of sick leave for each school year. Sick leave is for the employee's illness or injury but may also be used to care for an ill or injured family member in accordance with the Oregon Family Leave Act (OFLA) or the Federal Family and Medical Leave Act (FMLA). Sick leave not taken shall accumulate for an unlimited number of days. Employees shall be permitted to use their accumulated sick leave for absences as permitted by OFLA and/or FMLA including parental and pregnancy disability leaves.
  - a. All members may utilize accrued sick leave for absence due to illness, bodily injury, disability resulting from pregnancy, or necessary medical or dental care or for any other reason covered by ORS 659A.159 (Oregon Family Leave act), ORS 659A.093 (Oregon Military Family Leave act), or ORS 659A.272 (Oregon Protections Because of Domestic Violence, Harassment, Sexual Assault or Stalking).
2. Employees who have exhausted all paid leaves due to a catastrophic illness are eligible for donated leave under the District's Catastrophic Leave Program (see "B," below).
3. An employee who exhausts his/her sick leave and has a serious illness or injury shall be granted an additional fifteen (15) days of sick leave in the event the Catastrophic Leave Bank is depleted prior to the employee receiving at least fifteen (15) days of leave from either or both sources combined. Once an employee receives at least fifteen (15) days of leave from either or both sources combined, s/he will no longer be eligible for fifteen (15) days under this section of Article 7. A serious illness shall be defined as an injury, illness, impairment, physical or mental condition requiring inpatient care, illness, disease or condition

that poses imminent danger of death is terminal in diagnosis with a reasonable possibility of death or requires constant care.

4. Employees shall have the right to take up to seventy-five (75) days sick leave accumulated in other Oregon districts. The accumulation, allowed, however, shall not exceed that carried by most recent employing district. Transfer of sick leave from another Oregon district shall not be effective until the employee has completed thirty (30) working days in the School District.
5. Sick leave shall be credited to employees on the first day of the school year. However, if an employee terminates during a school year and has used more sick leave than what has accrued, the value thereof will be deducted from the employee's final check.
6. Every employee holding a regular part-time position shall accrue sick leave with pay in proportion to the relationship their basic workweek has to forty (40) hours.
7. The principal shall be responsible for control of abuse of sick leave privileges. The employee may be required to furnish a certificate issued by a licensed medical physician or other satisfactory evidence of illness, to the principal at District expense. All medical records shall be confidential.
8. Sick leave benefits shall be applied to employee retirement as provided pursuant to ORS 238.350.
9. When an employee will be absent from work due to illness, he/she shall make reasonable effort to give notice to the principal or the person designated by the Superintendent to receive such notice no later than 6:30 a.m. on the first day of illness. If the absence is for consecutive days, the principal should be notified of probable date of return.
10. An employee returning from an illness, whether or not sick leave benefits have been paid, may be required to submit to a medical examination or other medical evaluation at the expense of the District in order to establish medical fitness for the duties of the position before returning to work.
11. Each employee shall receive a statement of accumulated sick leave days with his/her final paycheck of the school year.
12. Injury on Duty. Absence due to a compensable injury as defined in ORS 656.005(8)(7) and incurred in the course of the employee's employment shall not be charged against the employee's sick leave days. Notwithstanding, upon request, the District shall, to the limit of the employee's accumulated sick leave, pay such employee the difference between the employee's regular salary compensation only for those days that are compensable.

B. CATASTROPHIC LEAVE

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

C. BEREAVEMENT LEAVE

1. Bereavement leave with full pay shall be allowed up to three (3) contract days for each occurrence of death in the family during any school year. An additional two contract days shall be granted in the case of the death of a spouse, child, or member of household. The time necessary to attend the funeral of a friend shall be allowed up to one (1) contract day. However, at the discretion of the Superintendent or designee, additional days may be granted.
2. For the purpose of Bereavement Leave, “family member” is defined as a spouse, domestic partner, parent, child, sister, brother, aunt, uncle, grandparent, grandchild, parent-in-law, daughter-in-law, son-in-law, step brother, step sister or step parent.
3. Cases other than family may be approved by the Superintendent or designee upon the request of the bereaved employee.
4. Bereavement leave without loss of salary may be granted by the Superintendent or designee when an employee requests leave for the purpose of attending a funeral. The length of absence shall be arranged with the Superintendent or designee in each individual case.

D. OTHER PAID LEAVES

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

5. The District shall provide paid parental leave to eligible employees following the birth (including post-pregnancy disability relating to childbirth), or adoption of a child. This leave shall apply to eligible employees on approved continuous or intermittent leaves of absence for the birth (including post-pregnancy disability relating to childbirth), or adoption of a child.
  - a. Eligible employees working forty (40) hours per week will receive up to a maximum of eighty (80) hours (two (2) weeks) of paid parental leave per event.
  - b. Eligible employees working less than forty (40) hours per week will receive a pro-rated amount of leave per event, based on the percentage of time worked.
  - c. Full-time employees working less than a full year (10 months) shall receive an equivalent of one day per month worked. Proration rules, as described above, apply.
6. Teachers who use sick leave for a sick child forfeit their right to personal leave sell-back per number five (5) above for the year in which the sick leave was taken to care for a sick child.

E. MISCELLANEOUS PROVISIONS

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

F. COURT APPEARANCE

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

G. MILITARY LEAVE

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

H. PROFESSIONAL LEAVE

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

I. ASSOCIATION LEAVE

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

J. OTHER

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

## **ARTICLE 8 – SABBATICAL LEAVE**

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

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



## F. TERMS OF SABBATICAL LEAVE

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

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

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

## ARTICLE 9 – UNPAID LEAVES

### A. FAMILY LEAVE

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

1. Family leave shall be granted to any employee for the purpose 1) of child bearing and care of the eligible employee's child, or placement for adoption or foster care of a child with the employee; 2) care of an immediate family member (spouse, child, parent, grandparent or grandchild) who has a serious health condition; or 3) care of the employee's own serious health condition. A request for such leave shall be made as soon as the date of the expected birth is known or the adoption is finalized.
2. In the case of family leave, the leave shall begin at a time agreed to by the teacher and the District. At the time a leave is requested the duration of the leave shall be established, subject to mutually agreed upon modifications for unforeseen circumstances.
3. In arranging for this leave, the teacher shall inform the District in writing of her/his intention to do one of the following:
  - a. Return at the end of the period designated as Family Leave.
  - b. Return at the beginning of the next grading period.
  - c. Remain out for the remainder of the school year and return the following school year.If the birth or adoption is to take place during the summer vacation period, the teacher shall have the option of returning at the beginning of the school year, the end of the period of disability, the beginning of the second nine-week grading period, or the beginning of the following year.
4. If an employee uses their full complement of FMLA/OFLA leave (12 weeks), s/he may take up to the remainder of the school year off in which the FMLA/OFLA leave terminated and still be returned to the position s/he vacated before the absence. If the affected employee is given an extension beyond this period at the approval of the Administrator, the district will make every effort to return the teacher to the specific position s/he vacated at the commencement of Family Leave. Employee's returning from such leave to regular full-time employment in the District shall retain all benefits accrued prior to taking leave.
5. A teacher on family leave must work at least 135 contract days in a bargaining unit position in the school year during which the leave is taken in order to be credited one (1) year of experience on the salary schedule and sick leave credited as per law.

6. The 12 weeks of FMLA/OFLA leave will run concurrently with the unpaid leave described in sections 1 through 6, above.
7. An employee is entitled to a total of 12 weeks of unpaid leave during a 12-month period in accordance with the Family and Medical Leave Act and the Oregon Family Leave Act. The District shall administer FMLA/OFLA leave in accordance with state and federal statutes.

B. PROFESSIONAL LEAVE

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

1. Approved Study

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

2. Teaching Experience

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

3. Approved Travel

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

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

C. PERSONAL OR SHORT TERM

1. Two (2) contract days of non-accumulative personal leave per school year shall be granted for purposes not covered by other leaves. Forms for such leave shall be completed by the employee and submitted to the employee's immediate supervisor. The District shall have the right to inquire as to the reason for this leave and determine the teacher has exhausted all other possibilities for release time before applying for this leave.
2. Short Term Leave of Absence  
  
Leaves for less than a full school year due to circumstances not provided for elsewhere herein may be granted.
3. Substitute Teaching  
  
A teacher on unpaid leave of absence shall be afforded the opportunity to apply for substitute teaching.

D. OTHER UNPAID LEAVES

1. Teachers may request an unpaid leave not to exceed two (2) years in duration.
2. The application for such unpaid leave must be placed in writing and presented to the superintendent by March 1 of the year in which the leave is intended to commence.
  - a. If the request shall be for a leave of less than one (1) school year, the superintendent shall review the application with the Board, confer with the teacher and reply in writing indicating approval and any conditions which may apply or denial with reasons within thirty (30) calendar days.
  - b. If the request for the leave is for a full school year or longer, the Administration and Board will confer with the teacher and indicate approval or reasons for disapproval in writing within thirty (30) calendar days.
3. Fringe Benefit Program  
  
Subject to such restrictions as the carrier may apply, a teacher who is on leave may remain an active participant in District fringe benefit programs at his/her own expense.

4. Return of Unpaid Leave

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

5. Notice of Return

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

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

6. Substitute Teaching

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

E. Domestic Violence Leave

Leave shall be granted, according to ORS 659A.272 (Oregon Protections Because of Domestic Violence, Harassment, Sexual Assault or Stalking).

## **ARTICLE 10 – TRANSFERS AND VACANCIES**

### **A. VACANCIES**

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

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

### **B. TRANSFER REQUESTS**

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

C. INVOLUNTARY TRANSFERS

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

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

2. Employees involuntarily transferred from building to building during the school year shall receive two paid contract days, including holidays, to set up classroom and prepare. For involuntary transfers from building to building prior to the beginning of a school year, the employee shall receive one paid contract day, including holidays.
3. Employees involuntarily transferred from room to room within the same building during the school year shall receive one paid contract day, including holidays, to set up the new classroom and prepare.
4. In the event that involuntary transfers become necessary, the District will first request and consider volunteers. Such volunteers will be selected for transfer if they hold the appropriate license. Involuntary transfers shall be based on licensure and are not to be used for disciplinary purposes.

An employee will not be involuntarily transferred more than once in a four (4) year period unless there are extenuating circumstances necessitating such a move, e.g. classroom reduction.

- D. All employees shall be given notice of any assignment change for the forthcoming school year, no later than the last day of the school year, if known by that time. Teachers will be notified of any subsequent assignment changes in writing as soon as possible once the decision is made.

## **ARTICLE 11 – EVALUATION**

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



## **ARTICLE 12 – EMPLOYEE RELATIONS**

- A. No employee in the bargaining unit shall be disciplined, reprimanded in writing, reduced in salary without just cause. All information forming the basis for disciplinary action will be made available to the employee and to the Association if the employee so requests. Any violation of this provision may be used as a basis for a grievance; however, this section does not apply to the dismissal of probationary teachers nor to the non-renewal of teachers' contracts, nor does it apply to the assignment or to retention in Extended Responsibility assignments. Non-probationary employees who are not within the jurisdiction of the Fair Dismissal Appeals Board in accordance with ORS 342.905 shall not be terminated without just cause.

## ARTICLE 13 – REQUIRED MEETINGS OR HEARINGS

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

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

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

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

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

## ARTICLE 14 – COMPLAINT PROCEDURE

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

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

## **ARTICLE 15 – PERSONNEL FILES**

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

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

## **ARTICLE 16 – PROFESSIONAL IMPROVEMENT**

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

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

### **B. IN-SERVICE PROGRAMS**

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

### **C. PROGRAM CHANGES**

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

### **D. ESSA PROFESSIONAL DEVELOPMENT**

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

### **E. REIMBURSEMENT AND TRAINING**

The District will reimburse the teacher for any tuition paid for trainings required by the District. This reimbursement also allows for mandatory online courses and travel.

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

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



## ARTICLE 18 – WORKING CONDITIONS

### A. WORK DAY

1. The normal contract day is based on eight consecutive hours including the 30-minute duty-free lunch period provided pursuant to ORS 342.608. Flexible work schedules may be arranged by mutual agreement of the District, Association and employee.

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

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

2. The total number of minutes of student contact per day shall not be increased, unless by mutual agreement between the Association and the District or required by law.
3. The District shall make a one-time increase on the salary table (2013/14) by an amount equal to one and a half (1 ½) times its current annual cost for extra duty work (in the form of a percentage of total salaries), excluding those contained in Article 34, Extra Duty and Extended Pay, Other Assigned Duties Outside Contract Day and Section F (excluding F1, a-d), which no longer apply.
  - a. In recognition of this change to salaried-exempt status, the district shall increase the yearly stipend to \$1,000.
  - b. The District will disperse a separate payment to each member by the end of the first student contact week.
  - c. Both parties possess the unilateral authority to discontinue the professional workday model (salaried-exempt) and revert to the language of the 2008-2012 contract at the end of each year of this collective bargaining agreement.
  - d. Licensed staff will be provided with a list of committee opportunities.
4. The increased amount in salaries (#34, above) would only apply to

teacher's contract year. Any work outside the contract year would be paid at the teacher's per diem rate.

5. All work performed within the contract year, excluding references made to Article 34 in A.4, above, is covered within the teacher's salary.
6. Licensed staff are free to arrive and depart from work at a time they deem appropriate so long as they have performed the essential functions of their job, e.g. classroom instruction, student/parent meetings, staff meetings, extra duties, etc., in an acceptable and timely manner, henceforth referred to as the "Professional Workday."
7. Consult periods for SpEd Learning Resource Center (LRC) teachers who also 'case manage' at the secondary level shall be used for the demands of IDEA such as testing, paperwork and student check-in. Each case manager shall have one consult period per day.
  - a. The district may also utilize the following structure at the high school level, thus eliminating the need for such consult periods.
  - b. One SpEd "case manager" who is responsible for the paperwork of students placed in general education settings and who is NOT responsible for teaching content level classes. The remaining SpEd "teachers" will teach modified content level classes (LRC) and have NO case management responsibilities.
  - c. The case manager shall be afforded two (2) periods per day for consult, one (1) prep period per day and four (4) periods for study skills classes.
8. Any teacher who believes that s/he is being unjustly given a disproportionate workload per #3, above, may file a grievance in accordance with Article 5, Grievance Procedure.

## B. PREPARATION TIME

1. The District will maintain the current practice for K-12 preparation times.
2. In addition to his/her lunch period and within the normal workday, each full time, employee shall have a minimum of duty-free preparation time per week of at least:
  - a. Grades K-5: 450 minutes on a five-day week including before, after and during the student contact day. (which includes B.6)
  - b. Grades 6-12: One class period every full day including before and after school when students are not present. (See B.7 for explanation)

3. Part-time and job-sharing employees shall receive preparation time on a pro rata basis based on the relationship their assigned student contact time bears on that of a full time employee who is assigned exclusively to the position.
4. Employees who are assigned to more than one of the above categories (i.e., specialists) shall receive the greater amount of preparation time available for applicable categories.
5. As in the past an employee's designated preparation time may from time to time be used by the district for a consultation with the principal and/or for parent consultation without additional compensation or compensatory time off.
6. K-5: The District will make every effort to provide a daily 30-minute preparation periods within the student contact day. Administrative meetings during planning time before and after the student day in elementary buildings will be kept to a minimum. In no event will they be held more than once a week unless there is an extenuating circumstance (i.e. peak times of the year).  
  
If students are temporarily added to a teacher's classroom due to the absence of another teacher and a substitute is not available, the teacher receiving the students will be paid the hourly sub rate for the time the students are in the classroom.  
  
If extra specialists are obtained at the Elementary level, any additional preparatory time derived from those increases will be distributed equally during the student contact day.
7. 6-12: The District shall provide a daily prep period during the student contact day (240 min per week based on a 5-day week) during which teachers shall not be assigned any teaching or supervisory duties, except during unforeseen emergencies. The District will foster meaningful collaboration between staff and administration when developing class schedules.

C. GRADING PERIODS

1. K-12: The current grade reporting practice shall be maintained and a full non-student contact day shall be provided for grade preparation at the end of each final grading period.

D. WORK YEAR

1. The work year shall consist of 191 days including one (1) day of District assigned in-service, four (5) room preparation days for classroom preparation and report card preparation, two (2) days for parent/teacher conference which

includes four (4) hours of prep time, and eight (8) paid holidays as follows:

Labor Day	New Year's Day
Veterans Day	Martin Luther King, Jr. Birthday
Thanksgiving Day	Presidents Day
Christmas Day	Memorial Day

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

2. The district shall establish a "pool" of 140 contract days per year for use by eligible employees to work on professional issues. Eligible employees include those with State-mandated work sample scoring responsibilities. Eligible employees will apply for the days through the district's established leave procedure. Eligible employees have one contract day each under this Article that must be used by April 1. The employee will be expected to work on site unless otherwise approved by the principal. The employee will decide when to use the time to best fit his/her individual needs subject to building scheduling needs. If building scheduling needs defer the use of the day until after April 1 then the employee will not forfeit the day.
3. After April 1, if any days remain in the "pool," employees may apply to the principal for an additional contract day under this Article. The principal will decide to approve or disapprove the request based on:
  - a. Total number of student required work samples;
  - b. Total number of opportunities for work samples required;
  - c. Responsibility for more than one type of work sample;
  - d. The number of days remaining in the "pool."
4. No employee may use more than two days defined under this Article per year. The number of pool days defined under this Article shall not be carried over to the next school year.
5. The superintendent and association president shall evaluate annually the appropriateness of the total number of days allocated to the "pool."
6. Special Education case managers who teach at the Secondary level will receive, upon request, up to two (2) days per year for IEP paperwork or to arrange;/conduct meetings. Structured Learning Center (SLC-A & SLC-B) teachers and SpEd Case Managers at the Elementary level shall be afforded up to four (4) days per year for the same purpose.

7. Student Early Release/Late Arrival Days
  - a. A last work-day-of-the-week early release or late arrival, either after the student contact day or before the student contact day (as determined by the building schedule, not an individual teacher's schedule), shall be applied to all buildings in the district.
  - b. Early release and/or late arrival days (other than last work-day-of-the-week) for students may be designated by administration. These days will be used for the purpose of staff development and/or member-directed planning.
  - c. During months where the district has scheduled early release time for teachers, half (1/2) of those release days shall be used for member-directed, collaborative staff development. These staff development plans must be generated through collaboration with, and approved in advance by, the school principal. These days shall not be used as extended prep time for staff but may be used for professional collaboration in accordance with the tenets of this article.
  - d. The building principal, in consultation with building staff, will determine the training priorities for his/her staff on an annual basis. On early release days, any planned in-service or staff development activities will not start until fifteen (15) minutes after student dismissal. On late arrival days, all activities will end fifteen (15) minutes prior to start of school.
  - e. The first scheduled early release day of each school year will be used to complete all district-required online trainings. Therefore, all teachers are expected to have their district-required training (currently called "Safe School") completed by the end of the first scheduled early release day.

E. WORK LOAD (K-12)

1. The Association is encouraged to comment on class size problems and to make recommendations to rectify any problem in the class size.
2. Teachers shall be compensated at a rate of \$21 per additional student per month when classroom sizes rise above the maximum threshold that both the District and the Association have determined to be an acceptable number of students in a classroom based upon grade level, classroom type or student composition.
  - a. Acceptable student counts per the above criteria are defined as:
    - i. K-3 – 27 per classroom
    - ii. 4-5 (self-contained grade 6)—29 per classroom
    - iii. 6-8 –a total of 160 across core content areas
    - iv. 9-12—a total of 180 across core content areas

- v. Counselors—1-700 student ratio
  - vi. Case Managers (Non-Teaching)—125 case managed
- b. For purposes of the Structured Learning Center (SLC), only, Special
  - c. Needs students shall be weighted at a rate of twice that of a General Education student when determining classroom size. Consequently, it is agreed that the optimal number of students in any Structured Learning Center (Academic/Behavioral) is fifteen (15), the equivalent of thirty (30) General Education students in a standard classroom.
  - d. For the purpose of this article, Core Content is defined as English
  - e. Language Arts, Math, Social Studies and Science needed to graduate. Does not include core content intervention classes such as Math/Literacy Lab.
  - f. All web based teachers carrying enrollment numbers (students x classes taken) of 600 or greater shall receive a stipend in the amount of twenty-one dollars \$21.00 per semester per student over the cap (599). Calculations will be conducted at the conclusion of each semester. Affected teachers will receive a lump sum payment for these overages at the end of the following pay period.
  - g. Class size calculations will be made at the beginning of the fourth week of each semester and the numbers shall be fixed until the end of that semester. Teacher Assistants (TA's) and Independent Study Students are not counted as part of classroom size. Stipend shall be paid during the second pay period of the semester, retroactive to the first day of each semester.
  - h. The district will make every effort to minimize the number of courses with separate preps.

## F. JOB SHARING

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

### 1. Applicability

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

## 2. Application Process

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

## 3. Work Rules

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

## 4. Compensation

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

## 5. Job Security

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

## G. SCHOOL CALENDAR DEVELOPMENT

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

## H. PART-TIME

1. The workday and workload for part-time professional educators shall be

proportional to that of full-time professional educators.

2. The workday for part-time professional educators shall be stated as a percentage of full-time in accordance with the chart below. Other percentages shall be calculated in the same manner.

Workday- 8 Hours

Percentage	Time
10% (.10)	48 minutes
20% (.20)	1 hr.36 minutes
25% (.25)	2 hours
30% (.30)	2 hrs. 24 minutes
40% (.40)	3 hrs. 12 minutes
50% (.50)	4 hours
60% (.60)	4 hrs. 48 minutes
66 2/3% (.6667)	5 hrs. 20 minutes
70% (.70)	5 hrs. 36 minutes
75% (.75)	6 hours
80% (.80)	6 hrs. 24 minutes
90% (.90)	7 hrs. 12 minutes
100% (1.0)	8 hours

3. The FTE of a part time secondary teacher shall be calculated based on a comparative relationship to the number of classes taught by a full time teacher in that school. For instance, if full time licensed staff are teaching six (6) classes per day and a part-time teacher is teaching five (5) classes per day, the part time teacher shall be afforded an FTE of .833 ( $5 \div 6$ ).

4. FTE for part-time professional educators may fluctuate from year to year based on the needs of the particular assignment.



## ARTICLE 19 – TUITION REIMBURSEMENT

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

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

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

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

OR

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

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

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

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

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

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

## **ARTICLE 20 – DUES AND PAYROLL DEDUCTION**

- A. The District agrees, to deduct Association (NEA, OEA, ECBC, WEA) dues monthly for any employee in ten (10) monthly payments. Prior to the first dues deduction of the year, and then for any employee who becomes a member of the Association after the start of the school year, the Association will notify the District of bargaining unit members who have elected to have dues deducted from their paychecks and will identify the dues to be deducted from each. The Association will also notify the District when a bargaining unit member should no longer have dues deducted. Within 10 days after each pay period that dues are deducted, the District shall send OEA a single payment of the combined OEA/NEA dues, including voluntary Association contributions and provide the Association a roster of employees' dues in the agreed upon electronic format along with each payment. Within 10 days after each pay period that dues are deducted, WEA dues will be sent to the Treasurer of the WEA.

By September 30, the District will provide to the OEA Membership Specialist an Excel compatible database of each employee in the bargaining unit, both active members and non-members, that includes the last four digits of their social security number, employee ID, date of birth, first date of service, FTE, classification or title, PERS classification, worksite, position on the salary schedule, residential address, and personal phone number. Whenever a new employee is hired into the bargaining unit, or there are any changes to a current members position the District will provide the above information within thirty (30) days of hire.

The Association agrees to indemnify, defend, and hold the District harmless from employee or former-employee claims, orders, or judgments against the District concerning the dues deductions procedures outlined in this agreement. The Association's obligations are contingent upon the District: 1) giving the Association at least two-weeks' notice, in writing, of any claims: 2) and fully cooperating with the Association and its designated counsel in the defense of the claim. The Association's obligation does not extend to criminal allegations or District conduct that would constitute an Unfair Labor Practice. In the event the District properly invokes this paragraph, the Association will provide the attorney to defend against the claim. In the event the District wishes to use its own attorney, the District will pay the fees and costs of said attorney.

- B. In the event that the fair share agreement (Formerly Article 20) of this Agreement is determined to be impermissible pursuant to changes in state law or federal law, the parties agree to the following:

1. All employees in the bargaining unit who become members of the Association shall remain members of the Association during the term of this Agreement.
2. This provision does not apply to any Association member, who within the month of September of each contract year, withdraws from the Association by sending a signed withdrawal statement to the Association and to the District.

In the event that this section is rendered invalid by changes to state law or federal law, the parties shall meet within 30 days to discuss alternate language pursuant to ORS 243.702 and Article 36.A.

- C. The District agrees to provide payroll deduction for the following:

OnPoint Credit Union  
United Way  
Group Insurance Dues  
District Approved Voluntary Tax Sheltered Annuities  
Military Tax Sheltered Annuities (USAA)  
OEA PIE  
OEA Foundation

Other programs the District, after consultation with the Association, makes available.

1. Any changes in the current 403 B offerings shall be achieved through meaningful consultation with the Association.
2. It is understood that the District will not be held liable for any errors in these deductions, but will make any proper corrections.

- D. Salary checks shall be available fourth Friday of September, October, January, February, April and May; on the Wednesday before Thanksgiving; and on the last day of school before the Winter and Spring vacation unless it is beyond District control. Checks for June, July and August will be available on the last day contracted and after all job requirements have been fulfilled. Teachers shall have the option of receiving their July and August paychecks on the fourth Friday of those months.
- E. In accordance with present practice, direct bank depositing shall be provided by the District so long as it does not result in direct bank charges to the District.

## **ARTICLE 21 – LAYOFF AND RECALL**

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

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

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

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

- c. Nothing in paragraph B, 3, shall be construed to limit the operation of paragraph C, that is, the requirement that a retained teacher be licensed to fill the remaining position.
- C. Nothing in this Article shall be construed so as to interfere with the Board's right to dismiss or non-extend a contract teacher pursuant to the provisions of the Fair Dismissal Law or to dismiss or non-renew a probationary teacher pursuant to ORS 342.835 nor with the Board's rights as stated in section G, 4, below. This Article applies to all layoffs of bargaining unit members regardless of the length of the layoff period.
- D. In conducting a layoff under this Article, the District will first determine the program(s) or area(s) scheduled for reduction or elimination.
  - 1. After such determination, the District will make every reasonable effort to transfer teachers in such program(s) or area(s) to other vacant positions for which they are qualified and properly licensed.
  - 2. The District will make every reasonable effort to combine positions in a manner which allows teachers to remain qualified so long as the combined positions meet the curricular needs of the District and the competence considerations specified in subsection B, 3, of this Article.
  - 3. Layoffs will be based upon the criteria set forth in Section B above.
  - 4. An employee with more seniority, whose position is being eliminated, shall have the right to displace the least senior employee whose assignment s/he is licensed and competent (if applicable) to perform.
- E. For the purpose of this Article, the term "competence" shall be defined as demonstrated ability to teach any grade at the elementary or a subject area at the secondary level within the last five years based on successful teacher evaluations (as defined by the Evaluation Handbook) and teaching experience related to the subject area or grade level, or educational attainments but not based solely on being licensed to teach.
- F. Subject to the approval of the insurance carrier, employees may continue the group insurance coverage at their own expense during the two-year period following the date of their layoff.

G. Distance learning and placement of administrators into bargaining unit positions will not be reasons to lay-off a teacher.

H. RECALL

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

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

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

2. In determining which teacher or teachers to recall, the Board will utilize the criteria set forth in paragraph B above. Any teacher who does not accept a recall will lose all further recall rights and will be deemed to have resigned from District employment. Any teacher not recalled pursuant to this Article within 27 months of layoff will be deemed to have resigned from District employment.

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



**ARTICLE 22 –CURRICULUM SELECTION AND ADOPTION COMMITTEE**

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

**ARTICLE 23 - HEALTH AND SAFETY, EQUIPMENT, FACILITIES AND MATERIALS**

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

**A. FACILITIES, EQUIPMENT, MATERIALS**

1. The District shall provide a telephone in each staff lounge, and in each building at Firwood. The District shall make every reasonable effort to provide sufficient lines for parent/employee communication.
- B.** The District administration agrees to confer with a delegation of two (2) teachers selected by the Association regarding existing lunch, work and conference facilities, to determine the adequacy of such facilities. In the event that administration finds that any or all of these facilities require renovation it shall determine the proper methods of renovation and the feasibility of such renovation and present its recommendations to the Board for review and consideration. Any action taken by the Board shall be reported to the teachers in the form of a copy of board notes.

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

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

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

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

## **ARTICLE 24 – INCLEMENT WEATHER/EMERGENCY CLOSURE**

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

## **ARTICLE 25 – TRAVEL**

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

## **ARTICLE 26 – STUDENT DISCIPLINE**

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

student and possible consequences of continued disruption. A copy will be given to or mailed to the parent.

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

## **ARTICLE 27 – STUDENT EVALUATION**

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



## ARTICLE 28 – MENTOR TEACHER

The District will provide mentor teachers a stipend under Article 33, Classification E of the Extra Duty salary schedule, adjusted annually by the same percentage as the salary schedule in Appendix A, or appropriate pro-ration if less than a full year, and adhere to the following:

- A. Participation in the mentor program by either the mentor or the protégé (the employee who is being mentored) will be on a voluntary basis. Mentors will be assigned to protégés on or before September 1.
- B. Mentors will be assigned to mentor two (2) protégés per year whenever practicable. Each school shall be assigned two (2) mentors.
- C. Teachers may request and, where practicable, be granted a mentor teacher during any or all of their first three (3) years teaching in the District.
- D. Mentors will be responsible for peer coaching and demonstrating skills to their respective protégés. To accomplish this, mentors will be granted access to recorded classes and one half (1/2) day sub per protégée. In accordance with Article 4 of this agreement, classroom recordings shall not be used for evaluative purposes unless requested by the teacher and agreed to by the evaluator as a substitute for a formal or mini observation. Recordings may also be used for Lesson Study, for example.
- E. Neither the mentors nor materials used or created by the mentors for their respective protégés will be used to evaluate the protégés.
- F. The assignment of the mentor teacher will be a member of the bargaining unit with at least three (3) years of teaching experience.
- G. The District will follow an open application process for selecting mentors. Internal posting procedures will apply.

## **ARTICLE 29 – EMPLOYEE BASED DECISION MAKING**

- A. The District will follow the provisions of state law in the establishment of the Building Site Committees. The final disposition of any dispute regarding the establishment of Building Site Committees will be resolved through the Oregon Mediation Service.
- B. Site Council--The District may establish School Improvement and Professional Development Programs/Site-Based Decision Making Programs/21st Century Schools Councils Programs as provided for under statute, the Oregon Educational Act for the 21st Century, and/or as part of the District's staff/curriculum development program.

Any Site Council that is established as a component of such programs shall be composed as provided by law with employee representatives selected/elected by the Association members at each worksite.

The duties of the Site Council shall be those prescribed by statute.

No Site Council program and or decision shall violate any District policy, violate any provision of this Agreement, or establish past practice without the approval of the District and the Association. If any aspect of a proposed Site Council program is contrary to the terms of the collective bargaining agreement, said aspect shall be modified to comply with the terms of the collective bargaining agreement.

When an employee volunteers and is elected to serve on a Site Council at his/her worksite, or to participate in Site Council programs that require his/her attendance beyond the normal calendar, the employee shall be paid at the per diem rate. In addition, employees taking training for Site Council-related issues/programs will have expenses reimbursed by funds set aside for this purpose and will be provided release time as needed.

Site Councils shall have the authority and responsibility to make decisions regarding school improvement programs, staff development and issues dealing with the implementation of provisions of the Oregon Educational Act for the 21st Century.

## **ARTICLE 30 – EARLY RETIREMENT**

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

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

2. Compensation

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

3. Notification

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

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

- One (1) contract day of sick leave per month will be allowed from the date of retirement
- The District will not make a contribution to PERS
- The employee will have no rights under the Fair Dismissal law or through the grievance procedure (Article 5) for dismissal or termination.
- The employee will have no rights or benefits under Article 16 - Professional Improvement, Article 19 - Tuition Reimbursement and Article 21 - Reduction in Staff.

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

## **ARTICLE 31 – FRINGE BENEFITS**

The District will contribute an amount equal to a 3% increase to the 2020-2021 cap of \$1,544.91 (\$18,538.92 annually) times the cumulative FTE of all active licensed staff as of September 1 of each fiscal year into a health benefit pool.-The per FTE contribution will increase 3% in each successive year of this agreement.

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

The benefit distribution list must be provided to the district prior to the second Friday of September of each fiscal year. The benefit distribution will be adjusted annually effective the April benefits month. The District and Association shall meet periodically to review and adjust the benefit distribution and by mutual agreement may make additional individual employee adjustments. New employees hired after the open enrollment period will receive a monthly benefit based upon per FTE pool amount above. Staff who make enrollment changes after the open enrollment period will not be entitled to a change in benefit dollars available.

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

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

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

The Association shall select OEGB insurance plans before the OEGB and OTSD deadlines.

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

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

### **B. LONG TERM DISABILITY**

Staff will be provided long-term disability insurance coverage through a District paid group plan, subject to the rules of the carrier. The District shall provide members with information needed to apply for long-term disability benefits.

C. LIFE INSURANCE

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

D. PART-TIME EMPLOYEES

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

Hours per Day	Annual FTE	Benefit FTE
4	0.500	0.50
>4<4.5	>.5<.563	0.563
>4.5<5	>.563<.625	0.625
>5<5.5	>6.25<6.88	0.688
>5.5<6	>.688<.75	0.750
>6<6.5	>.75<.813	0.813
>6<7	>.813<.875	0.875
>7<7.5	>.875<.938	0.938
>7.5<8	>.938<1.0	1.000

E. Employees will automatically be enrolled in a Section 125 program that will be used to pay out of pocket premiums. Employees may elect to be withdrawn from the program or to have additional funds added to the Section 125 program.

F. The District shall host an annual benefits presentation by OEBC on the District's benefits offerings.

## **ARTICLE 32 – SALARY**

### **A. 2021-2022**

Increase each cell of the 2020-21 salary schedule by 3.0%. Allow longevity and educational step increases as earned (2021-22 salary schedule attached as Appendix

### **B. 2022-2023**

The salary schedule for 2021-22 is attached as Appendix B and increases each cell of the 2021-22 salary schedule by 3.0%. Allow longevity and educational step increases as earned.

### **C. 2023-2024**

The salary schedule for 2023-24 is attached as Appendix C and increases each cell of the 2022-23 salary schedule by 3.0%. Allow longevity and educational step increases as earned.

### **D. INDEX**

The salary schedule index is attached as Appendix D.

### **E. PERS/OPSRP**

Beginning July 1, 2021, employees shall “pay” their six percent (6%) employee contribution required by PERS (Ch. 238)/OPSRP (Ch. 238(a)). The district will increase the salary table by six percent (6%) to adjust for this change.

(A) The employees do not have the option of receiving the picked-up amount directly;

(B) The employee compensation shall be reduced by the amount necessary to make the employee contributions; and

(C) The employer’s policy(s) or agreement(s) is not retroactive in its application.

**ARTICLE 33 - EXTR DUTY AND EXTENDED PAY**

**A. HIGH SCHOOL**

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

<p><b>CLASSIFICATION A .165/.180</b>                  Head Football Coach                  Head Boys' Basketball Coach                  Head Girls Basketball Coach                  Drama Director                  Band Director                  Vocal Music Director                  Musical Directors – one stipend [(180) to be divided among the Drama, Band, and Choir Directors with distribution determined by the Directors together with the administrator in charge]</p> <p><b>CLASSIFICATION B .140/.160</b>                  Head Track Coach                  Head Boys' Soccer Coach                  Head Girls' Soccer coach                  Head Volleyball Coach                  Head Wrestling Coach                  Head Baseball Coach                  Head Softball Coach                  Speech and Debate Coach                  Mock Trial                  FFA Advisor                  Musical Accompanists, Vocal Coach, Choreographer and Costumers – two stipends [(160), the combined total to divided among the accompanists, vocal coach, choreographer, and</p>	<p><b>CLASSIFICATION C .115/.130</b>                  Head Cross Country Coach                  Head Swimming Coach                  Head Skiing Coach                  Head Boys' Golf Coach                  Head Girls' Golf Coach                  Head Boys' Tennis coach                  Head Girls' Tennis Coach                  All Assistant Coaches                  Basketball Cheerleading Coach                  Football Cheerleading Coach                  Athletic Training (per season)                  Yearbook Advisor                  Newspaper Advisor                  Broadcast Media Advisor</p> <p><b>CLASSIFICATION D .095/.110</b>                  Department Heads with no extra prep                  All Assistant Coaches of Classification C Head Coach                  HOSA                  Robotics                  Speech Pathologists (Per Article 33-H)                  SPED Teachers (Per Article 33-H)</p> <p><b>CLASSIFICATION E .050/.060</b>                  Department Heads with extra prep                  Winter Sport Supervisor                  Physical Conditioning Coach</p>
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<p>costumers, with distribution determined by the Directors together with the administrator in charge]</p>	<p><b>CLASSIFICATION F .020/.025</b>  Class Advisor  Ski Club Advisor  French Club Advisor  German Club Advisor  Spanish Club Advisor  National Honor Society Advisor  Key Club Advisor</p>
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Department Heads shall be selected annually by the administration from the Licensed Staff and in the following subjects: Arts, Counseling, CTE, English Language Arts, Math, PE/Health, Science, Social Studies, Special Education, and World Language

**B. ELEMENTARY/MIDDLE SCHOOL LICENSED STAFF EXTRA DUTY SCHEDULE**

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

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

\* Rates same as classification C of the High School Schedule

\*\* Rates same as classification D of the High School Schedule

\*\*\* Rates same as classification E of the High School Schedule

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

D. EVALUATION

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

E. EXTENDED CLASSROOM INSTRUCTION

Teaching assignments (defined as classroom contact instruction, including credit recovery classes) shall be paid at the teacher's normal annual salary on the basis of a one-to-one hundred ninety one (1/191) ratio of that salary per contract day, including holidays, or the pro-rated hourly portion thereof. In the event of cancellation of extended instruction classes, the assigned employee, upon submission of preparatory materials, shall be paid for eight hours preparation time at their per diem rate.

F. OUTSIDE CONTRACT YEAR

1. Whenever a teacher or counselor is requested to be in school outside of his/her contracted year, he/she will be paid one-to-one hundred ninety one (1/191) ratio of his/her contracted year's salary for each day's (eight [8] hours) work. In the event a teacher is assigned less than an eight (8) hour day, the daily rate shall be reduced to an hourly rate, prorated based on an eight (8) hour day.
2. The teacher or counselor shall retain the right of choice when such requests are made.

G. COMPENSATION SCHEDULE DATES

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

H. SPED TEACHER w/CASELOADS/SPEECH PATHS

All Special Education Teachers who deliver classroom instruction and manage caseloads along with Speech Pathologists will receive a stipend under Article 33, Classification D of the Extra Duty salary schedule. The stipend is specifically for extra duties associated with IEP meetings and paperwork completion.

## **ARTICLE 34 – NON-DISCRIMINATION**

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

## **ARTICLE 35 – GENERAL PROVISIONS**

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

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

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

### **B. MODIFICATIONS**

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

## **ARTICLE 36 – CONTINUING PROFESSIONAL DEVELOPMENT PLAN**

### **A. DISTRICT COMMITMENT**

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

### **B. STANDARDS**

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

### **C. CPD PLANS**

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

**ARTICLE 37 -  
ELEMENTARY AND SECONDARY EDUCATION ACT (ESEA)**

A. Implementation

The Every Student Succeeds Act (ESSA) reauthorization of ESEA will have an important and increasing impact on the District, its students and the members of the bargaining unit. The parties, therefore, agree that decisions and/or disputes regarding implementation of ESSA requirements will be processed as follows:

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

B. Highly Qualified Teachers

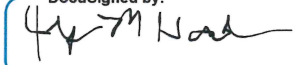
The term “highly qualified teacher” refers to and its use shall be limited to the specific requirements established by ESSA.


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


**ARTICLE 38 - EXECUTION/SIGNATURES**

1. This Agreement shall be effective as of ratification by both parties. It shall be binding on the District and the Association and shall remain in full force and effect through June 30, 2024.
2. Executed this 28th day of June 2021, at Sandy, Oregon by the undersigned officers under the authority of and on behalf of the Clackamas County School District No. 46 Board of Education and the East County Bargaining Council.


FOR THE COUNCIL

DocuSigned by:  
  
AB9935363773474...  
\_\_\_\_\_  
Council President

  
\_\_\_\_\_  
Wy'East President

  
\_\_\_\_\_  
Bargaining Chair

FOR THE DISTRICT

  
\_\_\_\_\_  
School Board Chair

  
\_\_\_\_\_  
Human Resources Director

**OREGON TRAIL SCHOOL DISTRICT NO. 46**  
**2021-22 Licensed Staff Salary Schedule**  
*(9% base increase (6% PERS, 3% Cola))*

Step	1	2	3	4	5	6
	BA	BA + 24	BA + 45	BA + 75 / MA	MA + 24	MA + 45
1	46,020	48,137	49,564	50,990	53,843	56,651
2	48,137	50,254	51,680	53,153	55,960	58,814
3	50,254	52,371	53,843	55,270	58,123	60,930
4	52,371	54,534	55,960	57,387	60,240	63,093
5	54,534	56,651	58,123	59,550	62,403	65,256
6	56,651	58,814	60,240	61,713	64,566	67,419
7	58,814	60,930	62,403	63,830	66,683	69,536
8	60,930	63,093	64,566	65,993	68,846	71,745
9	63,093	65,256	66,683	68,156	71,009	73,908
10	65,256	67,419	68,846	70,319	73,172	76,071
11	67,419	69,536	71,009	72,482	75,381	78,234
12	69,536	71,699	73,172	74,644	77,544	80,443
13			75,381	76,853	79,707	82,606
14			77,544	79,016	81,916	84,815
15			79,707	81,225	84,079	86,978
16			81,916	83,388	86,288	89,187

*(Salaries based upon a 191 day contract)*

*Note: schedule does not reflect \$1,000 professional stipend*



**OREGON TRAIL SCHOOL DISTRICT NO. 46**  
**2022-23 Licensed Staff Salary Schedule**  
*(3% base increase)*

Step	1	2	3	4	5	6
	BA	BA + 24	BA + 45	BA + 75 / MA	MA + 24	MA + 45
1	47,401	49,581	51,051	52,520	55,459	58,351
2	49,581	51,762	53,231	54,748	57,640	60,578
3	51,762	53,942	55,459	56,929	59,867	62,759
4	53,942	56,170	57,640	59,109	62,048	64,987
5	56,170	58,351	59,867	61,337	64,276	67,215
6	58,351	60,578	62,048	63,565	66,504	69,442
7	60,578	62,759	64,276	65,745	68,684	71,623
8	62,759	64,987	66,504	67,973	70,912	73,898
9	64,987	67,215	68,684	70,201	73,140	76,126
10	67,215	69,442	70,912	72,429	75,368	78,354
11	69,442	71,623	73,140	74,657	77,643	80,582
12	71,623	73,851	75,368	76,884	79,871	82,857
13			77,643	79,160	82,099	85,085
14			79,871	81,388	84,374	87,360
15			82,099	83,663	86,602	89,588
16			84,374	85,891	88,877	91,863

*(Salaries based upon a 191 day contract)*

*Note: schedule does not reflect \$1,000 professional stipend*

**OREGON TRAIL SCHOOL DISTRICT NO. 46**  
**2023-24 Licensed Staff Salary Schedule**  
*(3% base increase)*

Step	1	2	3	4	5	6
	BA	BA + 24	BA + 45	BA + 75 / MA	MA + 24	MA + 45
1	48,823	51,069	52,582	54,096	57,123	60,101
2	51,069	53,315	54,828	56,391	59,369	62,396
3	53,315	55,561	57,123	58,636	61,663	64,642
4	55,561	57,855	59,369	60,882	63,909	66,936
5	57,855	60,101	61,663	63,177	66,204	69,231
6	60,101	62,396	63,909	65,472	68,499	71,526
7	62,396	64,642	66,204	67,718	70,745	73,772
8	64,642	66,936	68,499	70,012	73,039	76,115
9	66,936	69,231	70,745	72,307	75,334	78,410
10	69,231	71,526	73,039	74,602	77,629	80,704
11	71,526	73,772	75,334	76,896	79,972	82,999
12	73,772	76,066	77,629	79,191	82,267	85,343
13			79,972	81,534	84,561	87,637
14			82,267	83,829	86,905	89,981
15			84,561	86,173	89,200	92,275
16			86,905	88,467	91,543	94,619

*(Salaries based upon a 191 day contract)*

*Note: schedule does not reflect \$1,000 professional stipend*

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

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