

Agreement Between

Central Linn School District 552C

And the

Central Linn Education Association

2021 - 2024

Negotiated by

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Table of Contents

Article 1	Status of Agreement	1
Article 2	School Calendar	1
Article 3	Teacher Day	2
Article 4	Teaching Load	3
Article 5	Appointments to Committees	4
Article 6	Student Teachers	4
Article 7	Interviewing of Teachers	4
Article 8	Transfers and Reassignments	5
Article 9	Layoff and Recall	5
Article 10	Management Rights	8
Article 11	Separability	8
Article 12	Duties, Responsibilities, and Authority of Teachers	8
Article 13	Non-Teaching Duties	10
Article 14	Reimbursement for Transportation Expenses	10
Article 15	Payday, Dues, and Payroll Deductions	10
Article 16	Salary Schedule Explanation	11
Article 17	Nondiscrimination	13
Article 18	Personal Freedom	13
Article 19	Freedom of Academic Expression	13
Article 20	Teacher Evaluation	13
Article 21	Complaint Procedure	14
Article 22	Rights of Teachers	14
Article 23	Personnel File	15
Article 24	Grievance Procedure	16
Article 25	Unpaid Leaves	19
Article 26	Paid Leaves	20
Article 27	Sick Leave Bank	22
Article 28	Teacher Substitutes	22
Article 29	Fair Share	22
Article 30	Association Rights and Privileges	23
Article 31	Compensation	24
Article 32	Compensation for Extended Responsibilities	24
Article 33	Insurance and Fringe Benefits	25
Article 34	Early Retirement Incentive	26
Article 35	21st Century Site Councils	27
Article 36	Video Surveillance	27
Article 37	Committee Pay	27
Article 38	Funding	27
Article 39	School Closure	28
Article 40	Terms of Agreement	28
Appendix A-1	Salary Schedule July 1, 2017 - June 30, 2020	29
Appendix A-2	FTE Calculation	29
Appendix B	Grievance Report	30
Appendix C	Calendar Data	32
Appendix D	Additional Calendar Data	32

Article 1 - Status of Agreement

- 1.1 The Central Linn School District Board of Directors (hereinafter referred to as the District) recognizes the Central Linn Education Association (hereinafter referred to as the Association) as the exclusive representative for all licensed teachers for purposes of collective bargaining and grievance processing. The term "teachers" shall mean all licensed personnel except the superintendent, principals, assistant principals, directors, school nurse, Education Service District (ESD) and college contracted teachers, *teachers less than half-time, foreign exchange teachers, temporary teachers, substitute teachers, grant-funded teachers other than special education/Title I teachers. All references to teachers in this Agreement shall designate both sexes.

Contract provisions regarding salary, insurance, PERS, and paid leave shall be applied to all temporary licensed employees

- 1.2 Central Linn retired teachers may enter into a separate and customized individual contract with the District while yet being a member of the collective bargaining unit.
- 1.3 This Agreement shall supersede any policies, procedures or practices of the District which shall be contrary to or inconsistent with its terms.
- 1.4 The rights and privileges of the Association and its representatives, as set forth in this Agreement, shall be granted only to the Association as the exclusive representative of the teachers and to no other organization.

*Teachers less than half-time are defined as a junior high/high school teacher responsible for three (3) or less classes per term or an elementary teacher employed for up to sixteen (16) classroom hours per week excluding Fridays.

Article 2 - School Calendar

- 2.1 The school calendar shall be 1590 hours. There will be seven (7) days of paid holidays as follows:

Labor Day	Martin Luther King Day
Veterans' Day	Presidents' Day
Thanksgiving Day	Memorial Day
New Year's Day	

- 2.2 The District and the Association will meet to develop a school calendar to provide to the Board of Directors.
- 2.3 There will be two snow make-up days built into the calendar and agreed upon between the District and the Association.

Article 3 - Teacher Day

- 3.1 The regular school-in-session day for all full-time teachers shall be 8.50 hours. On days when students are dismissed earlier than the usual time, the teacher day will end at the usually accepted time for that building. With the approval of the principal, a teacher may arrive late or leave early for a justifiable reason. The building administrator can adjust work time before and/or after the student contact time in the workday, so long as it does not adversely affect the District educational program in any way. Compensatory time granted by the District for some work beyond the normal workday on a one-for-one or straight-time basis will continue to be dealt with in an informal manner on a building-by-building basis. Any concerns regarding the compensatory time issue are to be shared with the superintendent.
- 3.2 A contract day shall include a duty-free lunch period of a minimum of thirty (30) continuous minutes. In addition, the kindergarten through grade six (K-6) school-in-session day shall include a prep period of thirty-five (35) consecutive minutes, plus fifteen (15) minutes covered recess. Teachers in grades seven through twelve (7-12) shall have a period of preparation time per school-in-session during the teacher workday, the equivalent of a single class period. The remainder of the school-in-session day shall be assigned at the discretion of the District.
- 3.3 Teachers shall be required to attend faculty meetings during the contract day as scheduled by their building principal.
- 3.4 Teachers may leave the building at any time with the permission of the building principal.
- 3.5 Teachers are expected to participate on curriculum selection committees.
- 3.6 Teachers who lose preparation time as a result of curriculum selection work required by the District will be compensated the time loss compensatory time to be taken at a mutually agreeable time.
- 3.7 For teachers employed less than full-time, the District will base employment on a prorated basis of the 1590-hour contract. The length of preparation time for part-time teachers is addressed as part of the FTE Formula/Calculation, see appendix.
- 3.8 The schedule for in-service, school-in-session days, open house times, parent conference days, House Bill days, grading days, and teacher work days shall be established by the adopted school calendar. Grading days will be completely teacher work time. Summer in-service days will be 50% teacher work time (see 3.8.1). If the district is considering a switch to a 5 day school week, the district will meet with members of the CLEA team to plan for implementation.
 - 3.8.1 **Teacher Work Time** – Teachers will be required to work Friday Schools and Friday Professional Development (PD) hours as set forth in Appendix C. Teachers who work less than 1.0 FTE are expected to work all Friday School and Friday Professional Development days for which their contracts will be adjusted accordingly. The Superintendent reserves the right to waive this requirement on a case by case basis. The intent for these hours is for classroom teachers to work as a team and to implement a specially customized instruction and learning program that transcends their current grade/subject assignment. The assignment will be created and planned for individual and small groups of students based on student need and students' individual skill levels. This will be done in collaboration with and final approval by the school administration.

3.9 The District will encourage attendance at two (2) additional events per year beyond those stated above, which are outside the regular work schedule.

3.10 The following are examples and situations that are within the District's rights under Article 3, paragraphs one (1) and two (2). Any change in student contact time not listed in District's rights below must be negotiated.

- District changes class schedule to a five-day week;
- District reschedules or drops a class or program;
- District changes number of periods in the secondary school day;
- District establishes common prep time for all staff;
- District extends school day to accommodate bus schedule;
- District restructures technology to eliminate computer labs;
- District changes lunch break extending or shortening the lunch time;
- District changes recess in the grades K-6;
- District changes morning break in grades 7-12.

3.11 The following are examples and situations that are within the Association's rights under Article 3, paragraphs one (1) and two (2):

- Weeks involving five (5) contract days will include no more than 44 work hours.
- Weeks involving four (4) contract days will include no more than 36 work hours.
- Holidays are paid the same hours as regular school days.
- Any split shift assignment will be by mutual agreement.

Article 4 - Teaching Load

- 4.1 Each secondary teacher may be assigned as an advisor for a reasonable number of clubs or classes.
- 4.2 A goal of the District shall be to minimize the occurrence of teaching multiple classes in one (1) period. A goal of the District will be to equalize the number of students and the distribution of special needs students. If a teacher believes that the classroom enrollment creates an unmanageable learning environment, the teacher may document the concerns and present them to the building principal. If the solution reached by the principal is not acceptable to the teacher, the teacher may appeal to the superintendent. This is not a grievable issue and there will not be any reprisals of any kind against teachers for following this process.
- 4.3 Every teacher is required to attend Friday School as scheduled during the school year, in addition to grading days, conferences, and in-school Fridays following federal holidays. The Friday School day will begin at 8:00 a.m. with thirty (30) minutes of teacher and administrator collaboration and thirty (30) minutes reserved for teacher prep time prior to student arrival and end at 3:30 p.m. Three hours of that time will be used as contact time with students, to be specified by the licensed staff, in consideration of the needs of students. The intent for these hours is for classroom teachers to implement a specially customized instruction and learning program that they have created and planned, for individual and small groups of students based on students' need and student individual skill levels, in collaboration with school administration. There will be a thirty (30) minute, unpaid lunch, followed by a three (3) hour time of professional development.

Article 5 - Appointments to Committees

- 5.1 Building Advisory Team: A Building Advisory Team will meet monthly for the purpose of discussing staff input on such issues as professional development, student contact time, program development, teacher collaboration time, and general communication. The Association Representative and up to four other Association-Appointed Representatives shall be part of the Committee. The Principal and up to three District-Appointed Representatives shall also be part of the Committee. Any member of the Committee may suggest items for the agenda.

Article 6 - Student Teachers

- 6.1 The Central Linn School District will periodically accept student teachers from Oregon colleges and universities.
- 6.2 Student teachers shall be placed by agreement made jointly by the building principal, the teacher(s) involved and the college or university supervisor.
- 6.3 Prior to the time a joint agreement is made to assign a student teacher, the cooperating teachers are to be made aware of any required commitments on their part as well as any stipends or benefits they will be entitled to as a cooperating teacher. The decision to accept a student teacher is totally voluntary.

Article 7 - Interviewing of Teachers

- 7.1 When interviewing candidates for a teaching position in the Central Linn School District, the District, where possible, will include a teacher currently teaching a similar grade level or subject area on the interview team.

Article 8 - Transfers and Reassignments

- 8.1 When a teaching vacancy occurs as a result of a teacher leaving, transfer, leave of absence or creation of a new teaching position, notice will be placed on the faculty bulletin board of each school and a copy will be given to the Association. All in-district applicants will be interviewed.
- 8.2 Teachers desiring a transfer to another building, grade, subject and/or activity assignment shall make their written request as early as possible.
- 8.3 When making transfers, the administration shall take into consideration the training, experience, specific assignments, service to the District, seniority, wishes and convenience of the teacher, instructional requirements and best interests of the school system and the students.
- 8.4 An involuntary transfer or reassignment between buildings shall be made only after a meeting between the teacher involved and the superintendent or the superintendent's representative, at which time the teacher shall be notified of the reason therefore. The teacher may have an Association representative present at such meeting. When a teacher is involuntarily transferred, the teacher's preference regarding a new assignment will be considered.
- 8.5 Teachers shall be notified in writing of their assignments for the forthcoming year as soon as practicable (before school is out if practicable). Should a change in assignment be necessary during the summer months, the teacher will be notified of such change as soon as practicable.
- 8.6 Should reassignment and transfer be necessary after the beginning of the school year, one (1) day for moving and preparation shall be given. An additional day will be granted with mutual agreement of the teacher and administration. If there is a need to move teaching materials and supplies from one location to another, the District, upon request, will assist the teacher with said move.
- 8.7 If the District requires a teacher to instruct in areas for which they are not licensed beyond the standards allowed by the Teacher Standards and Practices Commission (TSPC), the District will provide tuition for the minimum required course work to meet standards. This shall be paid in two parts: one-half at the time of enrollment for required course work, and one-half following verification of successful completion of course work credits as demonstrated by official transcript or grade slip.

Article 9 - Layoff and Recall (ORS 342.934)

- 9.1 In the event the District, in its discretion, determines that a layoff is necessary, affected employees shall be notified in writing at least twenty (20) calendar days prior to the effective date of the layoff. If the District chooses for any reason not to give twenty (20) calendar days' notice, it may lay off a teacher, without such notice provided the teacher is granted a sum equal to a month's regular salary in compensation for shortened notice. The District will then lay off teachers according to all legal requirements, licenses, and seniority.

9.2 Procedure for Layoff

- 9.2.1 Seniority shall be defined as the employee's total length of continuous service in the District as a licensed teacher. Seniority will be computed and accrue from the teacher's first day of actual service in a bargaining unit position, and shall continue to accrue during approved leaves of absence. In case two or more teachers have the same first day of actual service with this District, the tie will be resolved by drawing lots.
- (A.) If a retired employee continues working for the District, they will not maintain their years of seniority.
- 9.2.2 Whenever the Board determines that a layoff is necessary, it will notify the Association. As soon as practicable, notice will be given to the affected teachers of their layoff.
- 9.2.3 In the event the Board, in its discretion, determines that a layoff is necessary, then it will determine the teachers to be retained by means of the following criteria:
- (A.) A determination of whether the teachers to be retained hold the proper license to fill the remaining position(s).
- (B.) A determination of the seniority of the teachers to be retained; and
- (C.) A determination of the competence or merit of a teacher being retained if the Board desires to lay off another teacher with greater seniority.
- (a.) If the District desires to retain a teacher with less seniority than a teacher being released under this section, the District will determine that the teacher being retained has more competence or merit than the teacher with more seniority who is being released.
- (b.) Nothing in paragraph 9.2.3, (C), shall be construed to limit the operation of paragraph 9.2.3, (A), that is, the requirement that a retained teacher be licensed to fill the remaining position.
- 9.2.4 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. This Article applies to all layoffs of bargaining unit members regardless of the length of the layoff period and the number of bargaining unit members affected.

9.2.5 In conducting a layoff under this Article, the District will first determine the program(s) or area(s) scheduled for reduction or elimination.

(A.) 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.

(B.) 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 9.2.3, (C.), of this Article.

9.3 **Layoffs**

9.3.1 Layoffs will be based upon the criteria set forth in Section C above; unless otherwise impacted by law.

9.3.2 For the purpose of this Article, the term “competence” shall mean the ability to teach a subject or grade level based upon recent teaching experience related to that subject or grade level within the last five years or educational attainments, or both, but not based solely upon being licensed to teach; unless otherwise impacted by law.

9.3.3 For the purposes of this Article, the term “merit” shall mean the measurement of one teacher’s ability and effectiveness against the ability and effectiveness of another teacher, as determined by the District through its evaluation, discipline, and commendation processes; unless otherwise impacted by law.

9.4 **Recall**

9.4.1 If within 27 months from the first date of layoff, a vacancy occurs within the District for which a laid off teacher is qualified as per paragraph (E.) below, the recall procedure outlined below will be followed.

(A.) At the time of layoff, the District shall provide for laid off teachers to express in writing a desire to return to the District. The District shall also receive the teacher’s address for recall notification. In the event of a recall, the District shall notify the teacher who has expressed a desire to return to the District of the recall by certified mail, return receipt, sent to the last address given by the teacher to the District office. The teacher will have fifteen (15) calendar days from the receipt of such notice or thirty (30) calendar days from the date of mailing of such notice, whichever is the earlier date, to notify the District of intent to return. The teacher must thereafter report on the starting date specified by the District providing that this will not be less than fourteen (14) days from the date the notice of recall was received, or lose all recall rights.

(B.) All benefits to which a teacher was entitled at the time of layoff, including unused accumulated sick leave, will be restored to the teacher upon the teacher’s return to active employment, and the teacher will be placed on the proper step of the salary schedule. A teacher will not receive increment credit for the time spent on layoff unless the teacher was employed by an accredited school district as a teacher for a period of time equal to a majority of the District’s work year nor will such time count toward the fulfillment of time requirements for acquiring contract status. Employee benefits do not accrue during the time of

layoff.

- (C.) Teachers covered by this Article will have the option to continue health insurance coverage at their own expense subject to the approval of the insurance carrier.
- (D.) Teachers covered by this Article will be given consideration for substitute teaching; such will not affect teacher recall rights.
- (E.) In determining which teacher or teachers to recall, the Board will utilize the criteria set forth in paragraph 9.2.3 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.
- (F.) 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.

Article 10 - Management Rights

- 10.1 The Central Linn School District Board of Directors, on its own behalf and on behalf of the electors of the Central Linn School District, hereby retains and reserves unto itself all powers, rights and authority, duties and responsibilities conferred upon and invested in it by the laws and constitution of the State of Oregon. The above management rights are only limited by the specific provisions of this Agreement.

Article 11 – Separability

- 11.1 If any provision of this Agreement is held to be invalid by the operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any provision should be restrained by any such tribunal, the remainder of the Agreement shall not be affected thereby and, upon the request of either the Board or the Association, the parties shall enter into negotiations for the purpose of attempting to arrive at a mutually satisfactory replacement for such provision.

Article 12 - Duties, Responsibilities, and Authority of Teachers

- 12.1 Teachers will be expected to exercise those duties prescribed by the laws of the State of Oregon and the administrative rules and regulations of the State Department of Education and of the District.
- 12.2 All teachers shall discharge those duties which they may be called upon by the administration or the nature of the teaching process to perform as long as the duties are within state and District standards and within state law.
- 12.3 Teachers shall work cooperatively with the administrative staff and their fellow teachers in order that the school operation may be conducive to effective teaching and that a safe, pleasant, and healthful environment for students and other employees may be assured.
- 12.4 Teachers will participate in the development of the District's educational curriculum.
- 12.5 The primary duty of teachers is to teach the students assigned to them during the full length of the school day. Teaching shall include the duties of planning, preparation, instruction, grading, guidance, discipline, safety, hygiene, and care of the students whenever they are under the supervision of the school.
- 12.6 Teachers shall keep such records in respect to attendance, student achievement and other matters as prescribed by the superintendent and the building principal, and shall file them as directed and required by state law, State Department of Education regulations, and policies of the District.
- 12.7 Teachers shall make reports to parents regarding student progress, attendance, punctuality and conduct as directed by the administration and in accordance with the policies approved by the District.
- 12.8 Teachers shall be responsible for the management of their classroom(s) and shall set up and enforce reasonable rules for the proper conduct of their students. A teacher may employ physical restraint when in accordance with state law and District policy.
- 12.9 Teachers shall be in the classroom whenever their assigned classes are held except in case of authorized leave or emergency.
- 12.10 Lending of room or building keys to students or unauthorized persons is not permitted.
- 12.11 Each teacher shall report promptly to the principal any serious accident or illness affecting students in the teacher's charge or any incidents that occur which might affect the school or the teachers or students therein.
- 12.12 No teacher shall grant permission for a student to leave school without written permission of the building principal or the principal's designee and the parent.
- 12.13 Teachers shall not send students on errands which would require the student to leave the school premises or which pertain to the personal affairs of the teacher.
- 12.14 Teachers shall not furnish any list of names or addresses of students or of any District employees for any commercial use.

- 12.15 Unless other arrangements have been approved by the principal, teachers shall have each purchase order approved by the principal and superintendent before obligating the District in any way. If this process is not followed reimbursements are not guaranteed.
- 12.16 Teachers who expect to be absent from duty shall notify their principal or designee no later than 6:00 a.m. the day of the expected absence.
- 12.17 Teachers shall have the primary responsibility to determine grades and related evaluation of students. No grade will be altered without the approval of the teacher.

Article 13 - Non-Teaching Duties

- 13.1 Teachers shall not be required to perform such non-teaching duties as collecting money, selling, or taking tickets or chaperoning students unless the activity is related to a class or club activity for which the teacher serves as advisor. Employees who wish to volunteer to perform these duties may do so without additional compensation.

Article 14 - Reimbursement for Transportation Expenses

- 14.1 Teachers required in the course of their work to drive personal automobiles on school business or from one school building to another shall receive mileage reimbursement based on the Internal Revenue Service (IRS) allowable rate in effect on January 1, of the calendar year.
- 14.2 Teachers shall not be required to drive personal automobiles for student activities such as field trips, class or club activities or advisor-advisee travel; or for transportation to interview a teacher or administrator applicant or attend a professional meeting or in-service workshop or conference or for athletic scouting. However, if approved by the building principal, a teacher may voluntarily do so, in which case the teacher will be compensated at the above rate for the round trip, starting from the teacher's home or school as agreed upon.
- 14.3 The District will provide secondary liability insurance insuring teachers for failure or negligence resulting in injury to third persons in the course of authorized use of the teacher's vehicle while carrying out school duties or activities.

Article 15 - Payday, Dues, and Payroll Deductions

- 15.1 Teachers will be paid monthly on the 25th of each month. If the 25th falls on a Saturday or Sunday, or other non-contract day, payday will be on the preceding contract day. If the 25th falls on a holiday or vacation period, the payday will fall on the last contract day. Teachers will receive their contract distribution in twelve (12) equal payments. Teachers will receive their June, July, and August payments during the last month of the fiscal year, not later than July first.
- 15.2 Direct deposit of pay is required for all employees covered under the bargaining unit. The District will grant one (2) draws per school year at the teacher's request, which will be deducted from the current month's paycheck, unless other arrangements have been made with the Superintendent.

One (1) subsequent draw will be permitted within the school year for emergencies. The employee must state the specific emergency listed below on the employee draw request form. Emergency is defined as an unusual, unforeseen event or unavoidable condition that requires immediate financial resources by the employee. Allowable emergency draws are permitted for the following reasons:

- death in family necessitating unforeseen expenditures or travel
- major car repair such as engine, transmission, or catastrophic failure (not to be confused with minor repairs, maintenance, tires, etc.)
- automobile accident leading to loss of vehicle use
- accident or sickness (self or family) requiring immediate substantial cash outlay
- destruction or major damage to home requiring immediate substantial cash outlay
- theft of cash representing major portion of most recent pay
- new employee lack of funds (request must be within first 45 days of employment)

Salary advances are limited to 60% of the value of the employee's regular monthly gross salary.

The maximum number of draws that may be taken in any school year is three (3).

- 15.3 A request for a draw on the next paycheck must be made in writing on the district's form.
- 15.4 Dues are authorized payroll deductions if the proper written request is made on the designated form. Deductions will be made on a twelve (12) month basis beginning with the month of September. Dues shall be defined as national, state and local deductions.
- 15.5 Upon appropriate written request from the teacher, the District shall deduct from the salary of its regular contracted teachers and make appropriate remittance of the following approved deductions:
- District-approved insurance premiums;
 - United Way;
 - Credit union;
 - Tax-sheltered accounts or tax-deferred annuities; and
 - Any other items mutually agreed upon by the Association and the administration.
- 15.6 All monies deducted from teachers' salaries shall be distributed to the appropriate accounts by the fifth (5th) of the following month.

- 15.7 The Association agrees to hold the District harmless against any and all claims, suits, orders, or judgments brought against the District as a result of the provisions of this article. The District agrees to correct any payroll errors on the next subsequent payroll.

Article 16 - Salary Schedule Explanation

- 16.1 Incoming teachers shall receive salary placement credit for up to nine (9) years prior teaching experience when approved by the District. Additional experience may be granted for: public elementary, secondary, community college and college level teaching; private school teaching if that school meets public school standards (as defined by Oregon Department of Education); government related experience such as Department of Defense Overseas Schools, Peace Corps, and Job Corps; substitute experience in public school; experience in schools in foreign countries; and up to two (2) years military service. However, in no case shall an incoming licensed teacher enter upon the schedule at a greater figure than teachers currently employed having equivalent degrees and years of teaching experience.
- 16.2 Sixty (60%) percent or more of classroom teaching in one (1) system in one (1) school year shall be counted as a full year's experience in determining initial placement on the salary schedule. Less than sixty (60%) percent shall receive no credit unless approved by the District.
- 16.3 This salary schedule is based upon a one thousand five-hundred twenty (1520) hour contract year, with the number of hours as specified in Article 3. Educators working on extended contracts shall have their salary prorated to the length of the contract by using one thousand five-hundred twenty (1520) as the divisor and salary indicated on the appropriate schedule as the dividend. The quotient obtained shall be considered the contract hourly salary.
- 16.3.1 Teachers will be compensated for 70 hours in Appendix C at 4.6% of salary in twelve (12) installments or as a lump sum on the December payroll at the District's discretion.
- 16.4 All credit hours completed by September 1, will be counted toward salary schedule placement. Teachers shall notify the District by September 10th of additional course(s) or degree completed. Verification of course completion, transcripts, or grade slip(s) shall be provided to the District by October 10. Exceptions to the above dates may be granted with prior approval from the superintendent. In the case where grade slip(s) or transcripts are not available by the October 10th deadline, the teacher may submit a letter from the class instructor for course verification. A regular transcript or grade slip must be submitted as soon as possible. Final placement however, will not occur until original transcripts are received by the District. Salary placement will take effect on the next scheduled payroll. Placement will not be retroactive. National Board Certification will equate to 15 credit hours with prior approval of the program by the superintendent.
- 16.5.1 Only courses earned subsequent to the Bachelors degree, or Masters degree where applicable, will be counted in placing a teacher on the salary schedule. Course levels must be at or above the last degree earned unless pre-approved by the Superintendent.
- 16.6 During the term of this Agreement, the District will participate in the public employee retirement plans as required in ORS 238 and 238A.

The District shall "pick-up" the six percent (6%) employee contribution required by ORS 238.200 and ORS 238A.330. The full amount of required employee contributions/payments "picked-up" pursuant to section 17.6 shall be considered as "salary" within the meaning of ORS 238.005(20) and ORS 238A.005(16)(b)(F) with respect to PERS/OPSRP for the purpose of computing an employee member's "final average salary" within the meaning of ORS 238.005(8) and ORS 238A.130. Any amount picked up shall be considered to be employee contributions for all

purposes under Chapter 238 and Chapter 238A. Pursuant to ORS 238A.335(2)(a), the parties agree that employee compensation has been reduced in order to generate the funds needed to make these employee contributions; the employer will file any required notices with the Public Employees Retirement Board.

In the event that during the life of this Agreement it becomes impossible for reasons of law, regulation, or decisions of the courts for the District to make contributions/payments to PERS/OPSRP on behalf of employees as described in section 17.6(2) above, then the parties shall reopen negotiations over the invalid words or sections as per ORS 243.702.

Article 17 – Nondiscrimination

- 17.1 The District certifies that there shall be no discrimination on the basis of race, creed, color, religion, national origin, location of domicile, age, marital status, sex, or disability.
- 17.2 Neither the District nor the Association will discriminate or take any reprisal action against any teacher as a result of their lawful activities on behalf of the Association or the District.

Article 18 - Personal Freedom

- 18.1 The District agrees that the personal life of teachers shall not be a concern of the District unless some personal activities prevent the teachers from satisfactorily performing their assigned functions during the teacher day.
- 18.2 Teachers shall be entitled to full rights of citizenship. Outside the teacher day, no religious or political activities, or the lack thereof, shall be grounds for the dismissal or disciplining of any teacher, provided that such activities do not violate any state or federal law.

Article 19 - Freedom of Academic Expression

- 19.1 To implement the District policy on freedom of expression for students, teachers shall be guaranteed freedom in presenting controversial material in order to promote discussion and understanding. All views must relate to course content, be age appropriate, and not violate any county, state or federal law, district policies or procedures or be disruptive to the educational process.
- 19.2 In classroom situations which demand clarification of opinion, teachers shall have the freedom to express their personal views or opinions on all matters relevant to the course content, provided that when they do so, they make every effort to indicate to the students that they are speaking personally and not on behalf of the school, its administration, or the District.
- 19.3 The District retains its right to establish and change the schools' curriculum. This will be in partnership with teachers that are impacted or affected.

Article 20 - Teacher Evaluation

- 20.1 Per Central Linn School District Teacher Evaluation Handbook as agreed upon by the District and Association.

The Association and District will collaborate on evaluation changes mandated by SB290.

Article 21 - Complaint Procedure

- 21.1 If a complaint against a teacher is received by an administrator, Board member or the Board, such complaint shall be made in writing and signed by the complainant if it is to be considered a formal complaint. Formal complaints will be investigated by the building principal.
- 21.2 Formal complaints shall be processed if the administration intends to make a record in the evaluation report of a teacher or if the administration intends to place a record of such complaint in the teacher's personnel file. All available information shall be presented to the teacher, including the person(s) making the complaint, nature of the complaint, and requested remedy, if any. (If the formal complaint is from a student, the teacher will be provided the student's name if the teacher makes a written request to the administrator for that information.)
 - 21.2.1 Complaints not discussed with the teacher within ten (10) calendar days after their occurrence or within ten (10) calendar days of the complainant's first knowledge of the occurrence shall not be used in the teacher's evaluation and shall not be used against the teacher in any subsequent action by the District. Under no circumstances shall complaints older than one (1) calendar year from the date of the complaint be used against the teacher in any subsequent action by the District.
 - 21.2.2 The teacher shall have the right to attach any rebuttals or explanations to any written documents placed in the personnel file.
 - 21.2.3 Teachers shall be entitled to have a representative present to advise them in accordance with the right to representation statement in Article 22 - Rights of Teachers.

Article 22 - Rights of Teachers

- 22.1 Employees shall not be disciplined, reprimanded, reduced in rank or compensation without just cause. All information forming the basis of the disciplinary action will be made available to the teacher at the teacher's request. Any violation of this provision may be used as the basis for a grievance; however, this article does not apply to the dismissal of permanent or probationary teachers, or to the non-renewal of probationary teacher contracts (such matters are governed by the Fair Dismissal Law and ORS 342.835) nor does it apply to assignment to or retention in extended responsibility assignments.
- 22.2 Whenever teachers are required to attend any meeting of an investigatory nature with the principal or superintendent which the employee believes could result in disciplinary action or could adversely affect the continuation of the salary of the employee, teachers will be given written notice of the meeting and shall be entitled to have a representative present to advise them during such meeting. Any suspension of a teacher pending action by the District shall be with pay.

Article 23 - Personnel File

- 23.1 Personnel files are the property of the school district and official records of licensed personnel shall be kept in fire-proof storage cabinets. The personnel file shall be open for inspection at any time that the administrative building is open. Such records are confidential and may be inspected only by the teacher concerned, the superintendent or the superintendent's designee or others authorized by the teacher concerned. (Said file may be inspected in the presence of the superintendent or the superintendent's designee.)
- 23.2 The personnel file shall include, but not necessarily be limited to, the following:
- Completed application for employment;
 - Employment contracts;
 - Teacher licensing information;
 - Academic transcripts;
 - Records of additional academic work and related growth experience bearing on salary adjustments;
 - Performance evaluation reports including the required annual state form.
- 23.3 Teachers shall have the right, upon request, to review the contents of their own personnel file and to receive a copy at District expense of any documents contained therein. Teachers shall be entitled to have a representative of the Association accompany them during such review. At least once every year, teachers shall have the right to indicate those documents and/or other materials in their file which are believed to be obsolete or otherwise inappropriate to retain. Said documents shall be reviewed by the superintendent and if, in fact, they are obsolete or otherwise inappropriate to retain, as determined by the superintendent they shall be removed.
- 23.4 No material derogatory to a teacher's conduct, service, character, or personality shall be placed in the personnel file unless the teacher has had an opportunity to first review the material. Teachers shall acknowledge that they have had the opportunity to review such material by affixing their signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The teacher shall also have the right to submit a written answer to such material and the answer shall be reviewed by the superintendent or the superintendent's designee and attached to the file copy.
- 23.5 In the event material is included in the personnel file that is not related to the teacher's professional performance and in the event the material is more than three (3) years old, upon request from the teacher and with the consent of the superintendent, it shall be expunged from the file.
- 23.6 Final evaluation of a teacher upon termination of employment shall be concluded prior to severance and no documents and/or other material shall be placed in the personnel file of such teacher after severance or otherwise than in accordance with the procedure set forth in this policy.
- 23.7 When teachers terminate employment in the District, a record of their accumulated sick leave, teaching license, and copies of all transcripts shall be provided to the teacher if requested.

Article 24 - Grievance Procedure

24.1 Definitions

- 24.1.1 "Informal Complaint Level" an attempt by the parties to discuss a complaint with the purpose of resolving the complaint prior to filing a Level I written grievance.
- 24.1.2 "Grievance" shall mean a written complaint submitted on the grievance form, by an employee, a group of employees or the elected employee Association that there has been to him/her (or them) an alleged violation or inequitable application of any provision(s) of the contract.
- 24.1.3 "Aggrieved" is the person, group of people or the Association who has (have) the grievance and are presenting the written grievance.
- 24.1.4 The "party of interest" is either the person, group of people or the Association making the informal complaint or filing the grievance and the person(s), or the District against whom the complaint or grievance is made.
- 24.1.5 "Representative" is the one who may speak for and/or advise a party of interest.
- 24.1.6 The term "days" when used in this article shall mean, except where otherwise indicated, District Office's normal business days.

24.2 General Procedure

- 24.2.1 The purpose of these procedures is to secure, at the lowest possible level, equitable solutions to problems which may arise affecting District personnel.
- 24.2.2 These procedures should be processed as rapidly as possible. The number of days indicated for settlement or appeal at each level should be considered a maximum. With mutual consent of the parties of interest, the number of days may be extended.
- 24.2.3 All parties should attempt to complete the procedures by the end of the school year. The parties shall make a good faith effort to shorten the number of days provided at the various steps in order to finish by the end of the school year and avoid, if possible, carrying the process into the summer vacation period or the following school year.
- 24.2.4 There shall be no restraint, interference, discrimination, or reprisal exerted on any employee choosing to use these procedures for the resolution of a grievance.
- 24.2.5 Failure at any level of this procedure by the aggrieved to appeal a grievance to the next level within the specified time limits shall be deemed to be acceptance of the decision rendered at that level. Failure at any level of this procedure to communicate the decision in writing on a grievance within the specified time limits shall permit the aggrieved to proceed to the next level.
- 24.2.6 All documents, communications and records of a grievance will be filed in the District office separate from the personnel files.
- 24.2.7 Forms for processing grievances (see Appendix) shall be jointly prepared by the

superintendent and/or the superintendent's representative and the Association and will be printed and given appropriate distribution by the parties so as to facilitate operation of the grievance procedure.

- 24.2.8 As provided in 24.3 Levels of Grievance below, each grievance shall have to be initiated within ten (10) days after occurrence of the cause for the complaint; however, if the aggrieved did not become aware of the occurrence until a later date, then the aggrieved must initiate action within the ten (10) days following first knowledge of the cause or when the aggrieved should have reasonably known of the causes. In failing to thus initiate action the aggrieved may be considered to have no reasonable grievance.
- 24.2.9 All parties of interest have a right to a consultant or representatives of their own choosing at each level of these grievance procedures.
- 24.2.10 In the course of investigating a grievance, representatives of either party in interest who need to contact an employee or student in school, shall first contact the building principal.
- 24.2.11 Every effort must be made by all parties to avoid interruption of classroom and/or other school-sponsored activities.
- 24.2.12 Every effort must be made by all parties to avoid involvement of students in grievance procedures.
- 24.2.13 Should the investigation or processing of any grievance require that a teacher or employee or an administrator be released from their regular assignment, they may use one (1) day of professional leave from that year, but thereafter, would need to be given permission for a day's leave without pay. Where a matter is of vital concern, an Association representative may be released without loss of pay or benefit providing the cost of the substitute will be paid to the District by the Association.

24.3 **Levels of Grievance**

24.3.1 **Informal**

Within ten (10) days following the alleged act or condition which is the basis for the complaint or if the teacher has no knowledge of said occurrence at the time of it happening, then within ten (10) days of the first such knowledge of when the teacher should have reasonably known, the teacher will discuss the complaint with the principal either individually, through representatives of the Association or accompanied by representatives of the local Association with the objective of resolving the matter informally. If requested by the teacher or Association during the informal discussion, the principal shall provide a written decision regarding the complaint within five (5) days following the informal discussion.

24.3.2 **Level I - Principal**

If the aggrieved is not satisfied with the principal's disposition of the complaint, the aggrieved may file a written grievance with the principal within five (5) days following the informal meeting or date of the principal's written decision regarding the informal complaint, whichever date is later. This grievance shall set forth the alleged violation, the provision of the contract being violated and the remedy requested. The principal shall communicate the decision, regarding the Level I grievance, in writing within five (5) days to the aggrieved.

Within five (5) days of the decision rendered by the principal, the aggrieved, if not

satisfied with the decision, may appeal in writing to the superintendent.

24.3.3 Level II - Superintendent

Appeals to the superintendent shall be heard by the superintendent within ten (10) days of the receipt of the appeal. Written notice of the time and place of the hearing shall be given five (5) days prior thereto to the aggrieved, the aggrieved's representative or any other parties officially involved in the grievance.

Parties of interest may elect to call witnesses who shall appear individually at the hearing.

Within ten (10) days of hearing the appeal, the superintendent shall communicate to the aggrieved and all other parties officially involved by a written decision which shall include supporting reasons therefore.

If the aggrieved is not satisfied with the decision of the superintendent, the aggrieved may appeal to Level III - Board of Directors by filing a written appeal with the school board chairman within ten (10) days of receipt of the Level II decision. The appeal shall state the aggrieved's reasons for appeal of the decision of the superintendent.

24.3.4 Level III - Board of Directors

Upon receipt of an appeal from a decision of the superintendent at Level II, the Board may hold a hearing concerning the grievance. If the Board convenes a hearing, it shall hear arguments of the superintendent or the superintendent's representative and the aggrieved or the aggrieved party's representative. Any hearing at Level III shall be held with fifteen (15) days of the Board's receipt of the appeal. Written notice of the time and place of the hearing shall be given to the aggrieved or the aggrieved party's representative and any other parties officially involved in the grievance with five (5) days of the scheduled hearing. The Board shall render a decision in writing to all parties officially involved within ten (10) days following a hearing.

If, however, the Board elects not to convene a hearing concerning the grievance, it shall provide notice of its disposition to the aggrieved or the aggrieved party's representative and all other parties officially involved within ten (10) days of receipt of the appeal. Should the Board decide not to hear the grievance, the aggrieved or the aggrieved party's representative may immediately proceed to level IV arbitration.

24.3.5 Level IV - Binding Arbitration

If the aggrieved is not satisfied with the Board's decision, the Association may submit the grievance to arbitration under the following conditions:

- (A.) All steps provided for in the grievance procedure must first be exhausted by the aggrieved.
- (B.) Written notice of a request for arbitration must be filed with the superintendent within ten (10) days of receipt of the answer from Level III of the grievance procedure.
- (C.) When a timely request has been made for arbitration, the parties or their designated representatives shall attempt to select an impartial arbitrator. Failing to do so, they shall, within ten (10) school days of the date of notice of request for arbitration, request the Employment Relations Board (ERB) to submit a list of five (5) arbitrators. As soon as the list has been received, the parties or their

designated representatives shall determine by lot the order of elimination and thereafter each shall, in that order, alternately strike a name from the list and the fifth and remaining name shall act as the arbitrator. The parties shall be bound by the rules of the American Arbitration Association (AAA).

- (D). The arbitrator so selected shall confer with the representatives of the Board and the Association and hold hearings promptly and shall issue a decision not later than thirty (30) days from the date of the close of the hearings or if an oral hearing has been waived, then from the date of final statements and proofs on the issues submitted. The arbitrator's decision shall be in writing and shall set forth findings of fact, reasoning and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which violates the terms of this Agreement. The arbitrator shall have no power to substitute the arbitrator's discretion for that of the Board in any manner not specifically contracted away by the Board. The decision of the arbitrator shall be submitted to the Board and the Association and shall be final and binding on the parties within the scope of the arbitrator's authority.

Litigation or other contest of the subject matter of a grievance in any court, or other available forum shall constitute agreed waiver of arbitration. If a represented staff member chooses to seek resolution through another legal agency the grievant forfeits the right to arbitrate.

- (E.) The Board and the Association will share equally any joint costs of the arbitration procedure, such as the fee and expense of the arbitrator and the cost of the hearing room.

Article 25 - Unpaid Leaves

- 25.1 A teacher's request for unpaid leave of absence for up to one (1) year shall be granted for reasons of personal illness, maternity, serving as OEA president, serving as a legislator, additional training or for reasons which, in the opinion of the superintendent and District, will result in future benefit to the school system. Teacher requesting leave shall have worked for the district for at least three (3) consecutive years prior to the request. Requests shall be in writing and shall include reason for the leave and dates for which the leave is requested. No more than nine (9) percent of the bargaining unit may be on unpaid leave at one time. No more than two (2) half-time teachers may be on unpaid leave at one time.
- 25.2 Teachers on unpaid leave shall be required to give notice of intent to return to the District for the coming year by March 1ST.
- 25.3 A one-year leave of absence may be extended for one (1) additional year by special action of the Board.
- 25.4 Teachers who enter the armed forces during war emergency shall be granted military leaves until their discharge. Those on military leave shall be reinstated at the beginning of the next regular school year if they have requested such reinstatement seven (7) months prior to the opening of school. Each year of service shall count as one (1) year of experience on the salary schedule. Less than six (6) months of service shall not be counted as a year of service.
- 25.5 Teachers who complete college course work during a period of leave shall be entitled upon their return to receive credit for any advanced training standing they have earned on the Central Linn teacher's salary schedule.
- 25.6 The salary schedule status of all teachers obtaining leave, except for increment and as provided above, shall be unchanged upon their return to the staff. All benefits to which the teacher was entitled at the time of leave of absence commenced (including accumulated unused sick leave) shall be restored upon the teacher's return as if the teacher had never taken the leave. The teacher shall be assigned to the same or substantially equivalent position as the one which was held by the teacher at the time the leave commenced unless the administration and teacher mutually agree to a new position. While on leave, the teacher shall have the option of continuing District health insurance plans provided that the teacher pays the premiums to the District. The District is not obligated to make a contribution to such premiums, unless required by law.

Article 26 — Paid Leaves

26.1 **Personal**

Three (3) days or 25.5 total hours of personal or emergency leave will be granted. No more than six (6) personal days will be allowed to accrue. Personal leave may be taken for any reason with the exception that no employee may use personal or other paid leave for the purpose of receiving payment for services from any other employer. No more than five (5) consecutive workdays may be used for personal leave. To prevent disruption to the educational process, teachers are discouraged from taking personal leave adjacent to paid holidays. Personal leave shall include, but not be limited to, emergency leave for unusual conditions over which the employee has no control and which require the employee's presence or for absence occasioned by inability to reach the place of employment because of snow, flood, and such natural occurrences on days when teachers and/or other employees are requested to report for work. Such storm leave will not be charged against personal leave if the days missed are made up on the days approved by the building principal. It shall not count as a day of personal leave if the teachers are not required to report to work. Any use of leave on a day which professional development time is scheduled must be approved by the building administrator 72 hours prior to such an absence.

26.2 **District Requested Leave**

District requested leave is leave initiated by the district and shall include, but not be limited to, ESD meetings, local community meetings, planning and curriculum activities, student club and coaching activities, workshops, conferences, staff development and in-district projects.

26.3 **Sick Leave**

26.3.1 An annual ten days, (85 hours) of sick leave shall be available with full pay in a lump sum, beginning at the start of the school year. An employee hired part way through the school year will receive one (1) day less sick leave for each month not worked. Those employees working longer than the regular school year shall be entitled to an additional day of sick leave for each extra month or major fraction thereof of employment. Employees who fail to finish a school year, but use all sick leave will be required to repay the district the amount equal to what was used. The District has the right to make this adjustment on the teacher's final paycheck. Up to ten (10) days of sick leave shall be granted with full pay. Unused sick leave accumulates on an unlimited basis. Sick leave shall mean absence from duty because of illness or injury to the employee or to an immediate family member of the employee. Sick leave shall include illness related to maternity. (Referenced in 26.7)

Immediate family includes: spouse/partner, child, foster child, parent, parent-in-law. It may include brother or sister, brother-in-law or sister-in-law, or the uncle, aunt, grandparent or grandchild of the District employee or his/her spouse/partner if living in the District employee's home (moved from section 26.4)

26.3.2 Teachers new to the District shall be granted up to 600 hours of accumulated sick leave earned in other districts. Additional sick leave earned in other districts will be accepted in transfer by the district for retirement purposes and not for sick leave use.

26.4 **Bereavement Leave**

26.4.1 Five (5) days of bereavement leave will be granted. Ten (10) days in the loss of a spouse/partner or child. Bereavement leave may be used to attend the funeral services of

a family member of the employee or the employee's spouse, or of a close personal friend. Bereavement leave may also be used to attend to family business related to that death. Bereavement leave shall not accumulate from school year to school year.

26.4.2 Additional days may be granted, with the approval of the building principal, with the cost of the substitute being deducted from the teacher's salary.

26.5 **Medical Verification**

For an extended personal or family illness of four (4) consecutive days or more, a physician's written verification of illness may be required to be filed with the District Office.

26.6 **Leave Documentation**

26.6.1 All leave shall be deducted in half or full-day segments.

26.6.2 Leave documentation is to be completed as soon as possible, but no later than the day you return to work. Medical verification may be requested by the Administration prior to payment of the leave time. Exceptions for good reason may be permitted with the approval of the superintendent.

26.7 **Proration of Leave**

Leave for less than full-time employees will be prorated based on hours worked.

26.8 **Court Duty**

Jury duty shall be allowed. Compensation for jury duty earned during the school year shall be returned to the District, except that mileage reimbursement shall be retained by the employee. If an employee is subpoenaed or lawfully required to testify on behalf of the District, the teacher shall suffer no loss in pay and all days of leave shall be allowed. An exception shall be made in cases of subpoena, other than by the District, as a witness in Association hearings. In such cases, the teacher shall not receive District pay for time lost.

Article 27 - Sick Leave Donations

- 27.1 The purpose of sick leave donations shall be to extend to those employees additional paid sick leave days should a serious long-term illness or injury exhaust the employee's accumulated sick leave. Employees who have worked more than one (1) year are eligible for donations on an as-needed basis as follows:
- Salaried employees: 1 day donation = 1 day for recipient
 - Hourly employees: 1 day donation = ½ day for recipient
 - Administrators: 1 day donation = 1.5 days for recipient
 - Only sick leave or personal leave may be donated
 - Transfers made directly by business office once need is declared
 - No one employee may donate more than the equivalent of 3 days in one fiscal year (July 1- June 30)
- 27.2 Employees' participation in sick leave donations shall be voluntary
- 27.3 Employees shall only be eligible for use of sick leave donations after they have exhausted all their available individual sick leave and personal leave.
- 27.4 Sick leave donations shall only be used by employees who have a doctor's opinion stating they are unable to perform their assigned responsibilities due to a serious long-term illness or injury.
- 27.5 An employee is not eligible for sick leave donations if the employee is receiving compensation under Workers' Compensation, short-term disability, long-term disability or PERS disability.

Article 28 - Teacher Substitutes

- 28.1 Regular teachers may be expected to substitute for a portion of the school day when a substitute teacher is unavailable. Also, regular teachers may be expected to substitute for teachers who arrive late or leave early or when a teacher must leave the classroom to perform another responsibility. The administration will refrain from assigning teachers not wanting to substitute, except out of necessity. Generally, teachers should not expect to provide class coverage of more than six (6) to eight (8) times in any school year. An appeal may be made to the superintendent or school board if a teacher thinks s/he has been assigned more than a reasonable number of times. Notice to the building principal must be made prior to any appeal.
- 28.2 Teachers who substitute will be compensated at his/her per diem hourly rate.
- 28.3 With prior approval of the building principal, one or more teachers may agree to cover a teacher's classes without being compensated. The teacher who is absent from the class will not have time deducted from any type of leave.

Article 29 - Fair Share

- 29.1 The Association certifies that this Agreement is formally executed pursuant to the approval of a majority of all teachers in the bargaining unit.
- 29.2 The Association agrees to lawfully implement this article and shall hold the District harmless from any claims of an objecting nonmember that the payroll deduction or the amount of the deduction is unlawful. This hold harmless agreement shall (1) be effective provided the District gives notice within thirty (30) days of any such claim; (2) tenders to the Association the defense of any claim; and (3) cooperates with the Association and its designated counsel in the defense of the claim.

Article 30 - Association Rights and Privilege

30.1 Information

The superintendent shall furnish or make available to the Association, upon request, all available information concerning employment relations, as defined in ORS 243.711(7).

30.2 School Buildings

The Association and its representative will have the right to use school buildings at reasonable hours for meetings. The principal of the building in question shall be notified in advance of the time and place of all such meetings and shall approve such use unless the requested facilities are already scheduled for use.

30.3 School Equipment

The Association will have the right to use school facilities, equipment, and supplies, including but not limited to typewriters, duplicating equipment, calculators, and all types of audiovisual equipment at reasonable times when such equipment is not otherwise in use with prior administrative approval. There may be reasonable costs for use of some facilities and equipment as determined by the administration. A direct cost for use of supplies or repair of equipment may be charged.

30.4 Bulletin Boards

The Association shall have, in each school building, the exclusive use of a bulletin board in each faculty lounge. The location of the Association bulletin boards in each faculty room shall be mutually agreeable to the Association and the building principal.

30.5 Mail Facilities and Mailboxes

The Association shall have the right to use the interschool mail facilities and school mailboxes.

30.6 Telephone and E-Mail

The Association shall have the right to use the school telephones and computer e-mail services for Association business before and after school and lunch break. Long distance calls will be paid for by the Association.

30.7 In-service Programs

All District in-service programs shall be developed by the administration.

30.8 Meetings of the Association

30.8.1 Association members are able to engage in activities of their own choice during their duty-free lunch. Association business may be conducted during duty-free lunch periods, and before or after the contracted work day.

30.8.2 The Association members may be allowed to leave at the conclusion of the student day to participate in Association meetings with the approval of the Administration.

Article 31 - Compensation

- 31.1 All salary schedules are based on a 1520 hour school year calendar unless otherwise stated. Compensation for this contract is as follows:
- 31.2 The 2021-2024 Salary Schedule is incorporated here as Appendix A-1
 - 31.2.1 For the 2021-2022 school year, The salary schedule reflects a 2% COLA to the 3.45% step and 3.5% column 20/21 balanced schedule. Vertical and horizontal movement on the schedule shall be granted to all eligible bargaining unit members.
 - 31.2.2 For the 2022-2023 school year, The salary schedule reflects a 1% COLA to the 3.45% step and 3.5% column 21/22 schedule. Vertical and horizontal movement on the schedule shall be granted to all eligible bargaining unit members.
 - 31.2.3 For the 2023-2024 school year, The salary schedule reflects a 1% COLA to the 3.45% step and 3.5% column 22/23 schedule. Vertical and horizontal movement on the salary schedule shall be granted to all eligible bargaining unit members.

Article 32 - Compensation for Extended Responsibilities

- 32.1 The District may fill extended responsibility positions with non-teachers. Each teacher with extended responsibilities shall be compensated in accordance with the following schedule:

<u>Directors</u>	<u>2021-2024</u>
Technology	
Hardware Coordinator	
Elementary	\$1657
High School	\$1657
Instructional Software Coordinator	
Elementary	\$1657
High School	\$1657
Vocational Director	\$2155
Vocal Music Director	\$2155
Instrumental Music Director	\$2155
Outdoor School Director	\$2155

<u>Advisors</u>	
Junior Class	\$905
Senior Class Advisor	\$905
FBLA/DECA	\$905
NHS	\$905
Pep Band	\$905
Gr 7-8 Student Activities	\$905
Gr 7-12 Student Government	\$1508
High School Newspaper or other approved medium.	\$1508
High School Annual	\$1508
Literary Magazine	\$1508
Drama	\$1989

- 32.2 Class advisors may agree to pool the compensation and divide the total amount in other-than-equal amounts. The advisors for any organization may agree to have an additional advisor and divide the total compensation for the organization with administrator's approval.

32.3 **Funding of Extended Responsibilities**

If the funds for the extended responsibility originate from the District's General Fund then the teacher assigned the duties will be paid the contracted amount.

If funds for the extended responsibilities originate from a source other than the District's General Fund then the outside organization will establish the rate of compensation for the duties to be performed.

32.4 **Special Meetings: IEP, 504, FBA**

If a teacher is asked to attend a special meeting (IEP, 504, FBA, CARE Team, etc.), the teacher will be paid at an hourly rate of \$30 for any time beyond the contract day and shall be rounded up to the closest fifteen (15) minute interval. Teachers are responsible to submit an extra hours timecard on a monthly basis. Extra hours will only be paid in the pay period in which it occurs.

32.5 **Other**

32.5.1 Game assistance at classified salary schedule base pay scale A.

32.5.2 Leadership or project work may be created from time to time by the District. These opportunities will be made known to the entire membership and all are welcome to apply. The Superintendent will make final decisions. Subject or grade level work that can only be done by a specific person are exempt from this notice requirement. Section 32.5.2 only applies going forward, all existing arrangements shall remain.

Article 33 - Health Insurance and Fringe Benefits

- 33.1 During the 2021-2022 contract year, the District will contribute \$1,300.00 per month for each eligible employee beginning with the September payroll.
 - 33.1.2 During the 2022-2023 contract year the District will contribute \$1,350.00 per month for each eligible employee beginning with the September payroll.
 - 33.1.3 During the 2023-2024 contract year the District will contribute \$1,400.00 per month for each eligible employee beginning with the September payroll.
- 33.2 The carrier has been determined by the Oregon Legislature to be OEGB. The medical/dental/vision plans offered by the District shall be the choice of the Association. The District reserves the right to change carriers if the opportunity becomes available.
 - 33.2.1 Should an employee choose a HDHP (High Deductible Health Plan) the employee may choose to have the District place contributions in excess of actual coverage premiums into an HSA (Health Savings Account). The employee is responsible for establishing an account at the financial institution, of their choice and supplying the District with the deposit information. Funds will be distributed into the HSA account until the Federal cap for the year is met and funds are rejected. Any returned contributions exceeding the Federal cap will become the responsibility of the Association.
- 33.3 Employees newly hired shall be eligible for District paid health insurance contributions / CAPs upon acceptance of written application by the insurance carriers on the first day of the month following the month work commenced. The District will pay benefits on a prorated basis. For example, .5 FTE = .5 insurance benefits, .3 FTE = .3 insurance benefits.
- 33.4 The benefit program(s) identified herein shall be provided only in accordance with the underwriting rules and regulations as set forth by the carrier(s) in the policy (policies) retained by the policyholder. Employees are eligible for one year of insurance beginning October 1.
- 33.5 For eligible employees who have not completed a full contract year, the District's obligation towards premium payments as provided herein shall cease on the first day of the month following the month in which the eligible employee was no longer employed by the District. Eligible employees who have completed the full contract year obligation shall receive the full twelve month premium benefits in effect for that contract year.
- 33.6 An expanded Section 125 will be allowed.
- 33.7 If an Association member declines medical, dental *and* vision coverage, they can choose to receive 50% of the District contribution in wages or 50% of the District contribution into the members 403B or 457 retirement plan or 80% in an eligible HSA after the employee provides proof of alternative health insurance coverage. Waive contribution based on \$1,300 per month cap.
- 33.8 \$100,000 of non-portable life insurance will be provided to each member by the District.

Article 34 - Early Retirement Incentive

- 34.1 If the District chooses to initiate an early retirement offer, it will first notify the Association and then the licensed staff.

Article 35 - 21st Century Site Councils

- 35.1 Site councils shall work within the policies of the Board, the provisions of current collective bargaining agreements, state administrative rules and state statutes (ORS 39.704). Site councils shall not consider any subject of collective bargaining.

Article 36 - Video Surveillance

- 36.1 The District and the Association recognize the need to ensure the health, welfare and safety of all staff, students, and visitors to District property, and to safeguard District facilities and equipment. Therefore, the Board and Association agree as follows:
 - 36.1.1 Video cameras may be used in common areas as deemed appropriate by the Superintendent. Video cameras will not be used in the classroom or in any other instructional setting without prior notice.
 - 36.1.2 The District shall notify all bargaining unit members that video surveillance may occur on District property before such surveillance is initiated.
 - 36.1.3 Information derived from video surveillance shall not be used in any way in the professional evaluation of Association members without prior notice to the teacher(s) being evaluated in accordance with Article 20.
 - 36.1.4 Only the superintendent or the superintendent's designee may see video surveillance material and information.
 - 36.1.5 Video cameras will not be considered surveillance cameras when used for comprehensive distance learning.

Article 37 – Committee Pay

- 37.1 The District reserves the right to establish, discontinue, and determine the time limitations for any District-established committees and professional development activities associated with curriculum and school improvement. Additional pay will be allowed for teachers appointed by the District to such committees, or required professional development in-services, when meeting on non-teaching days at the rate of \$30.00 per hour. Teachers not appointed may request to participate voluntarily.

Article 38— Funding

- 38.1 The Association and the District recognize that from time to time funding of the District may fluctuate. Therefore, The District and the Association agree as follows:

In the event that District general funding for the current fiscal year of this agreement falls by more than five percent (5%) the District will reduce General Fund expenses. If reductions do not provide savings necessary to operate the District and to maintain the educational programs required by the State of Oregon, then the District will enter into discussion with the Association to determine reductions necessary.

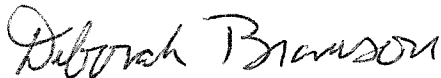
Article 40 - Terms of Agreement

- 40.1 This Agreement, when signed by the parties, shall take effect, and shall remain in full force and effect through June 30, 2024. This Agreement shall remain in full force and effect from year to year thereafter, until either party gives to the other written notice of its intention to amend or terminate this Agreement. If either party wishes to open on a successor agreement, they must notify the other party, by letter, prior to December 15, 2023.

All provisions of this Agreement shall be effective upon execution of the Agreement.

Signatures attesting to the adoption of this Agreement.

FOR THE ASSOCIATION


Deborah Branson, President

6/15/21
Date

FOR THE BOARD


Jennifer Duxinger, Chairperson

6/14/21
Date

Article 39 – School Closure

- 39.1 It is understood and agreed that payment of the salary and benefits in connection with this contract and the obligation of the school district is subject to the availability of funds sufficient to carry on normal operations of the school district. Payment to teachers would cease at the end of the month the school is forced to close.
- 39.2 The salaries of licensed employees paid over twelve (12) months would be reconciled, adjusted, and paid accordingly for the actual days worked up to the day of closure. Health insurance would remain in force until the end of the current pay period.
- 39.3 This Agreement does not guarantee any level of employment.

APPENDIX A-1
SALARY SCHEDULE

2021-2022 Salary Schedule

Longevity Step		3.45%		Column Index:		3.50%	
LEVEL	BA	BA+30	BA+45	BA+60	BA+75	BA+90	BA+105
				MA	MA+15	MA+30	MA+45
1							
2							
3							
4							
5	37,608	38,924	40,287	41,697	43,156	44,667	46,230
6	38,906	40,267	41,677	43,135	44,645	46,208	47,825
7	40,248	41,656	43,114	44,623	46,185	47,802	49,475
8	41,636	43,094	44,602	46,163	47,779	49,451	51,182
9	43,073	44,580	46,141	47,756	49,427	51,157	52,947
10	44,559	46,118	47,732	49,403	51,132	52,922	54,774
11	46,096	47,709	49,379	51,107	52,896	54,748	56,664
12	47,686	49,355	51,083	52,871	54,721	56,636	58,619
13	49,332	51,058	52,845	54,695	56,609	58,590	60,641
14	51,033	52,820	54,668	56,582	58,562	60,612	62,733
15	52,794	54,642	56,554	58,534	60,582	62,703	64,897
16			58,505	60,553	62,673	64,866	67,136
17			60,524	62,642	64,835	67,104	69,453
18			62,612	64,803	67,072	69,419	71,849
19				67,039	69,386	71,814	74,328
20				69,352	71,779	74,292	76,892

APPENDIX A-2
FTE CALCULATION

PERIODS / FTE

1	0.17 FTE
2	0.34 FTE
3	0.50 FTE
4	0.67 FTE
5	0.83 FTE
6	1.00 FTE

APPENDIX B – GRIEVANCE REPORT

If additional space is needed for reporting, attach additional information
and note on this form that an attachment is included.

LEVEL I

Submit form to principal in duplicate.

Building	Assignment	Name of Grievant	Date Filed
----------	------------	------------------	------------

A. Date Cause of Grievance Occurred _____

B. 1. Statement of Grievance _____

2. Relief Sought _____

Signature Grievant

Signature Association President

Date _____

C. Disposition by Principal _____

Signature of Principal Date

D. Position of Grievant and/or Association _____

Signature _____ Date _____

LEVEL II

A. Date Received by Superintendent or Designee _____

B. Disposition of Superintendent or Designee _____

Signature _____ Date _____

C. Position of Grievant and/or Association _____

Signature _____ Date _____

LEVEL III

A. Date Received by Board _____

B. Disposition of Board _____

Signature _____ Date _____

C. Position of Grievant and/or Association _____

Signature _____ Date _____

LEVEL IV

A. Date Submitted to Arbitrator _____

B. Disposition and Award of Arbitrator _____

Arbitrator's Signature _____ Date _____

APPENDIX C CALENDAR DATA

The information listed below will be used in developing and implementing the school calendar for teaching staff:

<u>Description</u>	<u>Notes</u>	<u>Hours</u>
Teacher Day	7:45 a.m. - 4:15 p.m. 152 Days	1292
Summer In-service	4 days @ 8 hrs each	32
Holidays	7 days @8.50 hrs each	59.50
Grading Days	3 days @ 8 hrs each	24
Conferences	Evening conferences will be held in the fall and spring in addition to daytime conferences	42.50
Friday School	Fridays @ 4 hours each	80
Friday Prof Development	Fridays at 3 hours each	60
<u>Total Contract Hours</u>		<u>1590</u>