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**Harrisburg School District 7**  
**and**  
**Harrisburg Education Association**

**2021-2024**

**Agreement**

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## **Preamble**

CONTRACT BETWEEN  
HARRISBURG SCHOOL DISTRICT #7  
AND  
THE HARRISBURG EDUCATION ASSOCIATION

This Agreement is entered into this 1<sup>st</sup> day of July, 2021 by and between the Harrisburg School District #7, Linn County, Oregon, hereinafter called the “District“ and the “Board;” and the Harrisburg Education Association, hereinafter called the “Association.”

The intent of the Agreement is to set forth and record herein the basic and full agreement between the parties on those matters pertaining to wages, hours and conditions of employment for employees included in the bargaining unit, as defined in Article 1.

## Article 1 - Recognition Clause

- A. The Board recognizes the Association for the 2021 to 2024 school years as the sole and exclusive collective bargaining representative for all regularly employed licensed teachers. Confidential, supervisory, classified (ESP), temporary, and substitute employees will be excluded from the bargaining unit and from the provisions of this Agreement.
  - 1. Temporary Employees are defined as those hired for an assignment or project for not more than one (1) year.
  - 2. Substitute Employees are defined as those hired to temporarily replace bargaining unit employees who are absent. No position will be filled by a substitute employee for a period greater than one school year.
- B. The parties also agree that any teacher who is salaried solely from federal grant funds will be compensated (salary and benefits) during the term of this Agreement as per the salary schedule in effect during that fiscal year. In addition, such federally-funded employee(s) will be covered by all the terms and conditions of the Agreement except that such employee(s) will have no expectation of continued employment in the District in the event of discontinuance of or changes in federal funding or guidelines affecting the employee(s). In the event that discontinuance of federally-funded program(s) occurs, and a reduction in force is necessary, the layoff procedures in Article 12 will be used.
- C. Neither the terms of this Agreement nor their application or operation will compel the Association or the District to violate any governmental rule, regulation, statute, court order or decree.
- D. There will be two (2) signed copies of the final Agreement for the purpose of records. One (1) will be retained by the District and one (1) by the Association. The cost and responsibility for printing and distribution of the Agreement will be shared equally by both parties.
- E. This Agreement will not be modified except by written mutual agreement of the parties.

## **Article 2 - No Strike/No Lockout Clause**

- A. During the term of this Agreement, neither the Association nor the members of this bargaining unit will participate in a strike, slowdown or the withholding or reduction of services against the District.
- B. The Board agrees that, during the term of this Agreement, the District or its agents will not cause or engage in any lockout of members of the bargaining unit.

## Article 3 - Grievance Procedure

- A. Purpose of this procedure is to provide an orderly method for resolving grievances. Efforts will be made to settle any such differences at the lowest possible level in the grievance procedure, and there will be no suspension of work or interference with the operations of the school system. Meetings or discussions involving grievances or these procedures will occur outside of regular working hours.
- B. Definitions
1. Grievance: Grievance will mean an allegation by an employee or group of employees that there has been a violation of one or more specific provisions of the Agreement. Bargaining unit members will be allowed to file complaints and/or allegations of policy violations in accordance with the complaint procedure contained in Board Policy.
  2. Grievant: A “grievant” is a member of the bargaining unit who initiates a grievance. The Association may initiate a grievance itself if its rights and benefits in this Agreement are allegedly violated by the District. This will not affect the rights of members of the bargaining unit and of the Association to representation as provided for in Section E, herein.
  3. Days: Days will mean the grievant’s contracted work days (exclusive of holidays). During non-contract days, the parties will continue to process grievances in a timely manner. Non-contract days constitute calendar days exclusive of holidays and weekends.
  4. Exclusions: A grievance will not include, and this procedure will not apply to, any of the following:
    - a. The termination, discharge, dismissal or non-renewal of probationary and contract teachers;
    - b. Any grievance based solely on a claim of discrimination by reason of age, race, religion, sex or national origin.

C. Time Limits

Failure by the grievant to appeal a grievance to the next level within the specified time limits is an acceptance of the decision at that level. Failure by the District to respond to a grievance within the stated timelines at any level will be deemed to be a denial of the grievance and will permit the grievant to appeal to the next step. The time limits specified may be extended by mutual written agreement.

D. Levels of Procedure

Level One (Informal): Principal: The grievant will within ten (10) days of the occurrence giving rise to the grievance, or ten (10) days from when grievant should reasonably have had knowledge of same, present the grievance orally and informally to the Principal with the objective of resolving the grievance informally. The Principal will have ten (10) days in which to respond in writing to the grievance.

Level Two: Principal: If the grievance is not resolved to the satisfaction of the grievant after receipt of the response in Level One, the grievant may file a written grievance with the Principal no later than fifteen (15) days after receipt of the Level One response. The written grievance will contain the following:

1. A statement of the grievance and the facts upon which it is based;

2. The remedial action being requested;
3. The section of this Agreement which was allegedly violated.

The Principal will have twenty (20) days in which to respond in writing to the grievance.

Level Three: Superintendent: If the grievance is not resolved to the satisfaction of the grievant, they may appeal the grievance to the Superintendent no later than fifteen (15) days following receipt of the Principal's response. The Superintendent will conduct a hearing where the grievant will present his/her grievance and the Principal will share reason(s) for his/her denial. The Superintendent will respond to the parties in writing within twenty (20) days.

Level Four: Arbitration: If the grievance is not resolved by the Board to the satisfaction of the grievant, they and the Association may give written notice to the Superintendent of the intent to take the grievance to arbitration. Such notice will be given to the Superintendent within fifteen (15) days of receipt of the Board's decision. Within fifteen (15) days of receipt of the request for arbitration, the parties will meet and attempt to select an arbitrator and 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 fifteen (15) day period, a request for a list of arbitrators may be made by either party to the Employment Relations Board. The parties will then be bound by the Employee Relations Board rules in the selection of the arbitrator and the conduct of the hearing.

The Arbitrator may not add to, subtract from or amend the terms of this Agreement, and they will be without power or authority to make any decision which requires the commission of an act prohibited by law or which is in violation of the terms of this Agreement. Such decision will be final and binding upon the grievant and the parties to this Agreement.

Fees and expenses of the arbitrator will be borne equally by both parties; however, each party will be responsible for compensating its own representatives and witnesses. Any other costs incurred will be borne by the party incurring the same. The Association will not be required to pursue any grievance to arbitration which, in its sole determination, lacks merit.

#### E. Representation

Any grievant may be accompanied at all steps of this grievance procedure by a representative and each such District Employee will not suffer any loss in pay if required by the District to participate in any hearing or meetings called for herein occurs during duty hours.

#### F. Miscellaneous

1. All parties will avoid interruption of classroom and/or any other school sponsored activities.
2. Every effort will be made by all parties to avoid the involvement of students in the grievance procedure.
3. There will be no restraint, coercion, interference, discrimination or reprisals exerted on any individual involved in the grievance procedure by reason of such participation.
4. All final documents, communications and records of a grievance will be filed in the District office separate from the personnel files. If a grievance is based on a contested document that is currently

in the grievant's file, and if said grievance is denied at the final grievance level utilized by the grievant, the document will remain in the personnel file.

5. The parties will cooperate in the investigation of a grievance and, in a timely fashion will provide each other with relevant information and documents reasonably necessary for each party's role in the processing of grievances.
6. The names of witnesses who will be used in arbitration must be made known upon request of the other party within seven (7) calendar days prior to the scheduled arbitration. Evidence not presented in the first three (3) steps of the grievance procedure shall not be presented to the arbitrator, unless such evidence was not available to the party.



## Article 4 - Management Rights

- A. It is recognized that the Board has, and will continue to retain, the rights and responsibilities to operate and manage the school system and its programs, facilities, properties and those activities of its employees related to their professional duties and performance, except as may be expressly limited by this Agreement or by applicable law.
- B. Without limiting the generality of the foregoing, it is expressly recognized by the parties that the Board's operational managerial rights and responsibilities include but are not limited to:
  - 1. The right to determine location of the schools and other facilities of the school system;
  - 2. The determination of the financial policies of the District;
  - 3. The determination of the management, supervisory or administrative organization of each facility in the system and the selection of unit members for promotion to supervisory, management or administrative positions;
  - 4. The maintenance of discipline and control and use of school system property and facilities;
  - 5. The determination of safety, health and property protection measures;
  - 6. The enforcement of rules and regulations now in effect and the establishment of new rules and regulations from time to time, as long as such enforcement or establishment of rules or regulations is not in conflict with any section of this Agreement;
  - 7. The direction and arrangement of all the working forces in the system, including hiring, suspending, discharging, disciplining or transferring unit members and maintaining files to carry out this function;
  - 8. Creation, combination, modification or elimination of any teaching position;
  - 9. The determination of the size of the working force, the allocation and assignment of work to unit members;
  - 10. The layout of the equipment to be used and the right to plan, direct, and control school activities; and
  - 11. Starting and dismissal time for each school and the teacher's instructional day.
- C. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Board, the adoption of policies, rules, regulations and practices will be limited only by the specific terms of this Agreement and then only to the extent that such specific terms are in accordance with the Constitution and the laws of the State of Oregon.
- D. No provision in this Agreement will be construed to prevent or prohibit the Board or District from taking required actions under the Every Student Succeeds Act (ESSA) of 2015 concerning school improvement, school corrective actions, school restructuring or dismissal of employees for failure to maintain the necessary "highly qualified" status according to the Every Student Succeeds Act (ESSA) of 2015.

## **Article 5 - Instructional Rights and Responsibilities of Professional Employees**

### **A. Student Grading**

No grade given to a student will be changed without consultation with the teacher directly involved unless the absence of the teacher prevents such consultation. The grade change must be consistent with grading practices.

### **B. Student Discipline**

1. Teachers will be given the opportunity to provide input with respect to student discipline problems, which arise in their classes. The building administrator will consult with the teacher before assigning discipline for referrals except in emergency situations or when the teacher is absent.
2. Procedures to ensure uniform enforcement of student disciplinary standards will be included in the staff handbook. Questions regarding such standards may be addressed to the administration.

### **C. Seriously Disruptive Student Suspension from Class**

1. A seriously disruptive student is one who is posing a threat to the physical safety of other students, employees or school property.
2. The student may not be returned to the class/workstation during the period in which the disruption occurred without consultation with the teacher.

### **D. Student Teacher Supervision**

1. Acceptance of a student teacher will be voluntary for all employees. Refusal to accept a student teacher will not be noted in the employee's evaluation or personnel file and will not serve as a basis for discipline.
2. All student teacher reimbursements received from an institution of higher education will be paid to the supervising employee less the payroll costs.

## Article 6 - Employee Rights

A. For the purposes of this article, discipline will be defined as an act of the District against an employee directly aimed at correcting or eliminating behavior or conduct which is contrary to the policies, work rules, administrative regulations, directives or reasonable expectations of the District. Evaluations and/or plans of assistance will not be considered discipline.

B. Disciplinary Representation

In accordance with the Weingarten rights, an employee will be entitled to have a representative of the Association during any meeting which might reasonably lead to discipline. Whenever any teacher is required to appear before the Superintendent or the Board concerning any matter of a disciplinary nature, they will be given two (2) days notice of the nature of such meetings or interviews and they will be entitled to have representation to advise him/her. No member of the bargaining unit will be disciplined by reduction in compensation, suspension without pay or given a written disciplinary reprimand without due process and without the portions of just cause listed below.

C. For the purpose of this Agreement, due process is defined to mean:

1. The member will be informed of the charges against him/her;
2. The member and, at the member's option, their representative, will have the right to discuss the charges with the Superintendent upon request; and
3. The member and, at the member's option, their representative will have the right to respond to the charges. As part of the right of response is the right to include a written statement in their personnel file.

D. For the purpose of this Agreement, just cause criteria will be defined to be:

1. Did the employer give to the employee forewarning or foreknowledge of the possible or probable disciplinary consequences of the employee's conduct?
2. Was the employer's rule(s) or managerial order reasonably related to (a) the orderly, efficient, and safe operation of the employer's business and/or (b) the performance that the employer might properly expect of the employee?
3. Did the employer, before administering discipline to an employee, make an effort to discover whether the employee did in fact violate or disobey a rule or order of management?
4. Has the employer applied its rules, orders, and penalties evenhandedly and without discrimination to all employees?

The member will have the right to appeal this procedure through the grievance procedure of this Agreement.

- E. Employees, supervisors, and administrators agree that any criticism regarding one another will be made in confidence and never in the presence of students, parents of students, other employees or at public gatherings, except when circumstances beyond the control of either party prevent compliance with this provision.
- F. Health and Safety
1. The District will maintain safety committees in accordance with its obligations under ORS 654.176, ORS 654.182 and OAR 437-001-0765.
  2. Every employee will have access to forms located in the office of each work site with which to report work environment concerns. Written responses to every concern must be returned to identified originators within eight (8) work days.
  3. No reprisals or discrimination will be taken against any employee who makes good faith disclosures of an unsafe or unhealthy working environment.
  4. The District will provide information about filing disability and workers compensation claims upon the request of employees.
  5. Subject to the limitations of the Family Educational Rights and Privacy Act (FERPA), ORS 336.187 and OAR 581-021-0340, employees with a legitimate educational interest will be notified prior to being assigned to work with or supervise student(s) who evidence deviant behaviors that could present a safety problem to other students or the employee. To the extent allowable by law, employees will be provided with specific information about the known behavior pattern(s) of the student(s) and suggested strategies for managing those behaviors as soon as that information is available.
  6. Employees will not be required to work under unusually unsafe or hazardous conditions or to perform tasks outside their job description that endanger their health, safety or well-being.
- G. The personal, religious or political life of an employee outside the workplace, which does not create a disruption to the workplace or the educational environment, is not a matter of appropriate concern or attention of the Board.
- H. Bargaining unit members will be allowed to file complaints and/or allegations of policy violation in accordance with the complaint procedure contained in Board Policy.

## Article 7 - Personnel Files

### A. Personnel Files

Each bargaining unit member will have the right, upon request, to review the contents of their personnel file, exclusive of confidential materials received prior to the date of their employment by the District. A representative of the Association may, at the member's request, accompany the member in this review. Members will be shown and acknowledge in writing any written complaints, written reprimands or written observations/evaluations prior to such documents being placed in their personnel files. A member's refusal to acknowledge such review will be documented. The member may respond in writing to any item placed in their personnel file; and said response will become a part of the file.

### B. All personnel records will be considered confidential to the extent provided for by law. The following individuals, however, will have access to records in the personnel file:

1. Administrators, or their designees, in order to perform District duties;
2. The employee who is the subject of the personnel file;
3. Those individuals or organizations to which the employee or the Superintendent specifically authorizes the release of such records; and
4. Any individual who has a legitimate legal right to access specific records in the personnel file.

### C. Any personnel record that an administrator reasonably believes could eventually be used to substantiate future disciplinary action against an employee will be discussed with the employee and presented for the employee's signature prior to it being placed in the administrator's "working file." The placement of a signed document in a "working file" will not, itself, be considered disciplinary and will not be subject to the grievance procedure. The employee's signature will indicate only that the employee has had the opportunity to review the document, but will not be construed to indicate the employee necessarily agrees with the document's contents.

### D. After a teacher has shown due diligence in resolving an issue that led to a disciplinary letter being placed in the working file of the employee, that employee may submit a written request to their building administrator to have the letter followed up with a letter of resolution provided that the employee has met all of the requirements.

## Article 8 - Complaint Procedures

### A. Definition

A complaint is a negative remark or criticism against an employee. It is the intent of this Agreement to provide a complaint procedure that will handle such complaints expeditiously and fairly to all parties.

If a complaint is made against an employee to an administrator or supervisor, such a complaint will be processed under the following circumstances:

1. If the complaint was found to be true, the District would intend to place a record of the complaint in the employee's evaluation report; or
2. If the complaint was found to be true, the District would intend to place a record of the complaint in the employee's personnel file or to take any other disciplinary action against the employee; or
3. If, in the District's judgment, the complaint is sufficiently relevant to the employee's performance as to require a conference.

### B. Procedure:

1. Right to Representation: The teacher will have the right to be represented at any meetings or conferences regarding any complaint at which the teacher is in attendance.
2. Any complaint (as defined in Section A above) regarding a teacher's responsibilities made to any member of the administration by any parent, student or other person will be initiated within five school days beginning with the teacher being informed of the complaint. The District will provide the name of ADULT complainant, date of complaint and any written information to the teacher. The District reserves the right to protect student rights and will not include student complaints in this procedure. Complaint procedures will remain informal vs. legal and formal.
3. Any complaint will be reviewed by the pertinent administrator(s) in an attempt to resolve the matter to the satisfaction of all parties concerned within 20 days.
4. If the principal is unable to resolve a complaint to the satisfaction of the teacher, the results of the investigation along with administrator recommendation will be forwarded in writing to the Superintendent with a copy to the teacher.

After receipt of the findings and recommendations, together with any further investigation, the Superintendent will make a determination within 25 days. Copies of the final action by the Superintendent will be forwarded to the teacher. Consistent with ensuring personal confidentiality to the teacher, the Superintendent may communicate its final action to the complainant as appropriate.

5. Complaint procedure timelines may be extended by mutual agreement between the HEA and district superintendent.

### C. The procedure set forth in Subsection B above will not apply to complaints or allegations of child abuse or other criminal conduct.

## Article 9 - Transfers and Assignments

### A. Involuntary Transfers

1. When a teacher is involuntarily transferred within the District, they will have the opportunity to make known to the superintendent his/her wishes regarding a new assignment through a written memo or letter or other means as is practical. Notice of an involuntary transfer will be given to the teacher as soon as possible.
2. Teachers being involuntarily transferred will be informed of vacancies known at the time the transfer decision is being made. Teachers will be able to indicate their preference of assignment, and, if possible, the teacher being involuntarily transferred will visit the new assignment prior to transfer as is practical given the circumstances.

### B. Voluntary Transfers

The Association recognizes that the District retains the right to fill vacancies in the way that it determines best suits the needs and interests of the District. The seniority of current staff members will be considered when making transfer decisions.

1. Any bargaining unit member desiring to transfer to a different position should inform the District by April 1 of the school year prior to the school year for which the transfer is being requested. Applications will be renewed each year to remain in effect.
2. During the school year, notice of vacancies for bargaining unit positions will be posted. If, in the opinion of the District, a wider candidate pool would be helpful in securing the most highly qualified candidate for the vacant position the District may hire positions directly from an outside candidate pool without prior internal posting and interviewing.

To be considered for these positions, Association members will apply for these positions with a letter to the Superintendent within ten (10) days of the posting and will then be considered for the position. The District retains the right to fill all vacancies either from within the Association membership or outside the current membership.

3. Current employees, appropriately licensed for a vacancy within the District, will be given the opportunity to interview for the desired position.
4. For purposes of this section “vacancy” is defined as any position that remains unfilled after current staff has been assigned or reassigned by the administration and the District has decided to fill the position.

### C. Assignments

The grade, subject and activity assignments of members of the bargaining unit will be made by the District, taking into consideration, so far as is practical, the employee’s professional training, experience, specific achievements and service to the District. Teachers will be notified in writing of any change in such assignments. The District will give tentative notice of assignments to all teachers as soon as it is practical, but not later than June 30 for the succeeding school year. When changes in such assignments become necessary after June 30, the teachers affected will be notified promptly; and, upon the request of

the teacher, the changes will be reviewed by the District and the teacher at a mutually agreed to meeting.

D. Reassignment Assistance

An employee whose assignment is changed will be given assistance with the transfer of material/equipment between rooms/buildings/work sites. In the event a teacher must change classrooms as a result of a reassignment, on or after August 15, the teacher shall be compensated with one (1) day of extra pay calculated at 1/171 of the teacher's current salary.



## Article 10 - Teacher Work Year

### A. Work Year

1. The school work year within the term of this Agreement for employees will be within the confines of the school calendar. The year shall be 171 days, and no more than 150 of those days when students are in attendance. Paid holidays will be Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day, New Year's Day, and Memorial Day.

- a. Elementary employees calendar will be as follows:

150	Student contact days @ 9hrs
3	Conference days @ 8 hours a day
3	Curriculum days @ 8 hours
6	Holidays @ 8 hours
5	Inservice/ work days @ 8 hours
3	Grading days @ 8 hours
1	Check-out day @ 8 hours
<hr/>	
171	Total days

- b. Middle School and High School employees calendar will be as follows:

150	Student contact days @ 9hrs
2.5	Conference day @ 8 hours a day
3	Curriculum days @ 8 hours
6	Holidays @ 8 hours
5	Inservice/ work days @ 8 hours
3	Grading days @ 8 hours
0.5	High School Graduation/8 <sup>th</sup> Grade Promotion
1	Check-out day @ 8 hours
<hr/>	
171	Total days

2. The three (3) grading days will be one (1) day at the end of the first, second, and third nine-week grading periods which will be set aside for the purpose of a "Grading day." Teachers may choose to work from home on teacher Grading days provided that they "sign out" prior to working from home and provide a telephone number for immediate contact during the contracted work hours. Teachers working from home must comply with the deadlines established by the building principal for grade entry. Failure to turn in grades in a timely fashion or respond to telephone calls from school during work hours may result in loss of the work from home privilege for the teacher for the rest of the academic year.
3. At the end of the fourth nine week grading period (i.e.: the Check-out day), teachers may choose to work from home, provided they "sign out" prior to working from home and provide a telephone number for immediate contact during the contracted work hours. Teachers working from home must comply with the deadlines established by the building principal for grade entry and are required to satisfy the end of year check out procedures as established by the building principal in order to work from home that day.

4. The administration will schedule no faculty meetings on those days unless a brief meeting is absolutely necessary to solve immediate problems. Statewide In-service Day will also be a contract day. In addition, Martin Luther King, Jr. Day will be an unpaid holiday. President's Day will be a contracted, student contact day.
5. New Hires: Teachers newly hired in the District will have a 172 day contract with the extra day paid per diem. The additional day will be used for additional inservice/orientation as assigned by the District.

B. Extended Contracts

1. Extended Contracts are for counselors, librarians, and some specialized, secondary teachers. Salary for extended contracts will be determined by the number of days multiplied by the per day, based on the following year's salaries.

C. Calendar

1. It is recognized that the Board has the responsibility to set the annual school calendar. Prior to adoption of the calendar, however, a proposed calendar will be referred to the Association for review and recommendation.
2. The Board shall schedule no more than two (2) working Fridays for licensed employees in any one month, and no more than two (2) consecutive working Fridays, while the school calendar is based on a four (4) day week for the school year.
3. The Board will make an effort to avoid scheduling weeks which have five (5) student contact days (Monday through Friday) on the school calendar.

## Article 11 - Teaching Day, Preparation Time and Teaching Conditions

- A. The starting and dismissal time for students will be established by the District. The regular “work day” day will be no more than nine (9) continuous hours [unless mutually agreed upon by District and individual teacher(s)] with at least one-half hour (1/2 hour) continuous duty-free lunch period. The starting and ending time for “student contact (instruction) time” may vary from building to building and from teacher to teacher as established by the District. The Board reserves the option to make assignments as needed to meet student needs and create flexible class schedules to meet changes in the District educational programs and/or state and federal statutes. In addition to regular building hours, the following will apply:
1. Teachers will attend staff meetings outside of student contact (instructional) time or outside the work day as required by the District;
  2. Teachers will adhere to the daily student contact (instructional) time and work day schedule. No private or Association business will be conducted during the instructional and/or work-day hours. Teachers will remain at school sufficient time so professional responsibilities will be carried out, as described below.  
  
“Private business” does not include brief personal phone calls home, to doctors, dentists, mechanics, etc., to take care of personal matters that cannot be taken care of at any other time.
- B. Teachers will adhere to the student contact (instructional) time and work day schedule except as noted in Section A above. Requests for exceptions must be submitted to the building principal prior to the anticipated teacher absence or late arrival or early leaving, or any combination of them.
- C. Teachers will be expected to fulfill requirements as delineated in their job description.
- D. Full-time licensed employees will, in addition to their lunch period, have daily preparation time equivalent to one (1) class period during which they will not be assigned to any other duty.
- E. Elementary teachers will be provided with 220 minutes of prep time per week with no less than 45 minutes of continuous prep time per day during which they will not be assigned to any other duty. Meetings (such as IEP, 504, set parent meetings, etc.) will not be scheduled in the morning before school begins unless your building principal needs a meeting due to an emergency situation or parental requested meeting due to high level of concern and not to exceed ten minutes.
- F. Part time licensed employees will have daily preparation time prorated based upon the formulas in Appendix A. This preparation time is provided during the teacher’s workday and is not guaranteed to be time set aside during the student contact (instructional) time in the work day.
- G. Emergency School Closure
1. On scheduled teacher days or student contact days where inclement weather or any other reason that causes the District to close, teachers will not work. Such time not worked will be without loss of pay. However, the District will, at its discretion, require that the same amount of time so lost be made up at some later time in the contract year without payment of additional compensation.
  2. On teacher contract days or student contact days where inclement weather or any other reason that causes a delayed start to the teacher/student contact day, teachers are required to be at work

at the delayed start time. If school closure is indefinite for any reason, pay and benefits may be suspended until school resumes in alternative facilities or when school reopens after repairs are completed. Teachers will then be paid for the days actually worked once operations resume.

H. Activities and Events

1. It is agreed that each teacher will work at least two (2) activities each year outside the normal class day without additional pay. Teachers will not be expected (although they may volunteer) to work these activities in a school other than the one in which they normally have their teaching assignment.
2. For events worked beyond two (2) per year teachers will be paid at the supervisory rate.

I. Teachers will be allowed to recommend a substitute from the substitute list. It is recognized that occasionally some teachers may be asked to assume the duties of a fellow teacher who is absent, for whatever reason, for only part of a day. This practice should be reserved for special circumstances and all such assignments should be made equitably. When such a substitution occurs:

1. If the District is making the request, at the middle and high school level, the substitute teacher will be paid an additional amount for each period substituted equal to 1/7 of the average daily District teacher pay, rounded to the nearest dollar. At the elementary level, the substitute teacher will be paid at the current substitute rate based on the percentage of students taken into the classroom.
2. Teachers may substitute voluntarily for one another (sometimes referred to as “covering one another’s class”). Because such arrangements are “cost neutral” to the District, no pay or leave will accrue to the “covering” teacher, and no pay or leave will be docked from the “covered” teacher.
3. All such substitutions will be approved in advance by the building principal.

J. As is expected of professional educators, teachers and the administration may confer to discuss improvements in the selection and use of educational equipment, aids and learning materials, without diluting the provisions of ARTICLES 4 and 5 herein. The Superintendent or building principal may discuss upon request with the affected teacher the status of educational materials requested or ordered by that teacher. Reproduction equipment and materials will be available to teachers for District educational purposes unless precluded by budgetary restrictions. Clerical assistance to teachers for District educational purposes may be provided when approved by the Superintendent.

K. The District will maintain lunchroom and restroom facilities for teachers’ use.

L. Part-time teachers instructing the equivalent of five and one quarter (5.25) hours per day or more (based on an nine 9 hour day) for the entire year will receive insurance benefits on a percentage of teaching time for which they are contracted by the District to include their prorated preparation time. (See Appendix A)

- M. Teachers who mutually agree with the District to teach an additional class in lieu of preparation during the regular school day will receive an additional 1/7 of their regular salary. If the additional class is only for a portion of the year (semester or nine weeks, for example), the additional salary will be prorated for that portion of the year.
- N. Teachers may leave the building without requesting permission during their scheduled duty-free lunch period, but will notify the office. Teachers needing to leave the building, other than during their lunch period, will have the approval of their building principal before leaving. Denials may be appealed to the Superintendent, whose decisions will be final.

## Article 12 - Layoff and Recall

### A. Licensed Employees

1. In the event that the District, in its sole discretion, determines that a layoff is necessary, any affected teacher will be given fifteen (15) working days notice prior to the effective date of the layoff when reasonably possible. For the purposes of this article, the effective date of layoff(s) will be the teacher's last date of active service as a teacher with the District. Nothing contained in this article is intended to interfere with the right of the District to discharge, remove or fail to renew the contract of probationary teachers pursuant to ORS 342.835.
2. If the District desires to retain a teacher with less seniority than a teacher being released under this article, the District will determine that the teacher being retained has more competence or merit than the teacher with more seniority who is being released. The District will determine the teachers to be retained by means of the following criteria (not in rank order):
  - a. License - A determination of whether the teachers to be retained hold the proper license at the time of layoff to fill the remaining positions.
  - b. Seniority - Seniority will be defined as the teacher's total length of continuous service in the District as a licensed teacher. Seniority will be computed and accrued from the teacher's first day of actual service as a teacher with the District. Seniority will continue to accrue during approved leaves of absence, but will not accrue during unauthorized leaves of absence. Employees of all school districts that unified on July 1, 1996, to become Harrisburg School District #7 will retain the seniority which the employees earned in their respective unifying districts. Ties in seniority will be broken by drawing lots.
  - c. Competence B As defined in ORS 342.934 to include the following:  
For the last five (5) years the District will examine teachers':
    - i. License, to include subject and grade levels and areas of license and verification of highly qualified status.
    - ii. Classes or grade levels taught.
    - iii. Workshops or classes taken by the teachers.
    - iv. Special skills which the teacher may possess.
    - v. Any other materials in the teacher(s)' personnel files which will help determine that a teacher has more competency than the teacher with more seniority who is being released.
    - vi. A teacher's willingness upon consultation to undergo additional training or pursue additional education.
  - d. Merit B As defined in ORS 342.934 to include the following:
    - i. All evaluations, letters of commendation or complaints for the last five (5) years.
    - ii. Any other materials in the teacher(s) personnel files which will help determine that a teacher has more merit than the teacher with more seniority who is being released.
    - iii. Evidence of effectiveness in working with students to meet Adequate Yearly Progress (AYP).

- e. Upon written request by the Association, the District will provide a written summary of the particular merit and competency considerations used in items (c) and (d) above when a more senior teacher is laid off.

### 3. Procedure for Layoff

- a. If the District decides to use seniority within areas of certification as the primary criterion in implementing a layoff, the District will lay off teachers in reverse order of seniority (least senior to be laid off first) within areas of certification.
- b. If the District desires to retain a teacher with less seniority than a teacher being laid off, the District will determine that the teacher being retained has more competence or merit than the teacher with more seniority who is being released.
- c. The District will attempt to transfer teachers of courses scheduled for discontinuation to other vacant teaching positions for which they are licensed and qualified.

### 4. Recall

Teachers who are laid off will be eligible for recall to vacant positions within the District for which they are licensed and qualified for up to twenty-seven (27) months, subject to the following conditions:

- a. In determining the order of recall, the District will utilize the same criteria as described in A.2 above. However, in the application and consideration of seniority in recall, the District will consider the most senior teachers on a layoff who are licensed to fill a vacancy first. If the District desires to recall a less senior teacher licensed to fill a vacancy over a more senior teacher licensed to fill a vacancy, it will be done so upon determination that the less senior teacher is more meritorious or competent than the more senior teacher.
- b. At the time of layoff, the District will provide the laid-off teacher(s) the opportunity to express in writing a desire to return to the District. At that time the teacher should submit their address of record to the District to be used for notification of recall. It is the teacher's responsibility to notify the District of any change in his/her address of record.

In the event of a recall, the District will notify affected teacher(s) who have expressed a desire to return to the District by mailing a notice of recall by certified mail to the teacher's address of record, with a copy to the Association president. The teacher will have fifteen (15) calendar days from the date of mailing to notify the District of his/her intent to return or refuse the recall. Failure of the teacher to respond within the fifteen (15) calendar days herein specified will terminate the teacher's employment rights with the District and be deemed a voluntary termination. The teacher must thereafter report on the starting date specified by the District, providing such date will not result in the loss of the member's license, and/or providing such date will not be less than fourteen (14) days from the date the notice of recall was received, or lose all recall rights.

- c. All benefits to which a teacher was entitled at the time of layoff, including unused sick leave, will be restored to the teacher upon the teacher's return to active employment provided those benefits are still in effect, and the teacher will be placed on the proper step of the salary schedule for the teacher's current position according to the teacher's experience and education. Placement on the salary schedule will be either:

- i. The same step the teacher was on when layoff occurred, or
- ii. The next step, if the teacher worked at least 96 contract days prior to layoff.
- d. Teachers covered by this article will be given consideration for substitute teaching; such will not affect teacher recall rights.

B. General Provisions

At the time the District announces its intent to implement the provisions of this article, it agrees to provide to the Association, upon request, at no cost, a complete list of all bargaining unit members, including: the member's first date of actual employment with the District, and each member's areas of licensure/classification and total years of teaching/work experience, as reflected in the records held by the District.



## Article 13 - Paid Leaves

Members covered by this Agreement will be eligible for the following leave benefits:

### A. Sick Leave

Sick leave is defined as absence due to personal illness or injury of the employee or a family member of the employee as defined under state leave laws:

1. Pursuant to ORS 332.507, the District will allow each school employee at least ten (10) days' sick leave at full pay for each school year or one (1) day per month employed, whichever is greater. Such sick leave will be credited to said teachers on the first contract day of service the fall semester. In the case of teachers who begin service after the beginning of the school year, sick leave will be credited on the first day of active teaching service and will consist of one day leave for each teaching month remaining in the school year. Unlimited accumulation of sick leave will be allowed, and the District will permit new employees to transfer up to seventy-five (75) days' sick leave accumulated in other Oregon districts; however, the accumulation will not exceed that carried in the most recent employing district.
2. Sick-leave pay for a regular part-time employee will be prorated on the basis of the time such employee normally works. The District shall not frontload less than 40 hours of paid sick time on the first contract day of each school year.
3. Should a regular employee be absent because of illness or injury so as not to start work at the beginning of a school year or fiscal year, accumulated sick leave will apply for that period, and subject to that accumulation they will receive such pay as they are entitled to on regular paydays.
4. A grant of sick leave in excess of the individual employees work week may be verified at the District's discretion by a written statement from the employee's attending physician or practitioner that injury or illness prevents the employee from working.
5. Oregon law will be followed when an employee uses all his/her accumulated sick leave with regard to continued employment.
6. Temporary Disability Due to Pregnancy: As per the Oregon Family Leave Act, teachers will be eligible for paid sick leave due to pregnancy when the following conditions are met:
  - a. The employee is to be paid sick leave only for the period of the actual physical incapacity due to the pregnancy, childbirth, and/or adoption of the child which prevents the employee from working.
  - b. The employee provides a physician's certification of physical disability. The District will have the right to obtain, at its own expense, a second medical opinion.
7. Sick leave may be applied only to absence caused by illness or injury of an employee or a family member of the employee as defined under state leave laws. In any instance involving use of a fraction of a day's sick leave, the minimum charge to the employee's sick leave account will be one (1) hour. The teacher may, at the discretion of the District, be required to furnish a certificate issued by a licensed physician or other satisfactory evidence of illness to the Superintendent.
8. When a teacher will be absent from work due to illness, they will give notice to the

Superintendent, or the person designated by the Superintendent to receive such notice, as early as practical the first day of the illness unless circumstances beyond the control of the teacher prevent such notification. If the absence is for consecutive days, the Superintendent or designee will be notified of the date of return, as soon as it is known.

9. A teacher returning from any 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.
10. A teacher who exhausts their accumulated sick leave while on sick leave will be on leave without pay for the remainder of the current school year unless the teacher is covered by other leave benefits as provided herein. At the end of that school year the teacher may apply to the Board for additional leave of absence time.
11. The District will comply with all legal requirements with regard to sick leave.
12. The District may, at its discretion, facilitate the transfer of sick leave from one member of the bargaining unit to another. Requests for such transfer must be submitted to the Superintendent's office. Denial of a sick leave transfer request will not be subject to the grievance procedure.

**B. Personal Leave**

1. Each teacher will be credited at the start of each school year with two (2) days of non-accumulative personal business leave. A teacher may be absent from duty for a maximum of two (2) teaching days annually, for which the substitute pay will not be deducted from the teacher's salary.
2. Written notification of a requested leave being granted or denied will be provided to the employee. If the principal denies the request, they will cite the criteria from this article which is not satisfied by the employee's request for leave.
3. At the end of the school year, all teachers who have used no personal leave during the year will be compensated in one of two ways in a written statement to the district office:
  - a) The teacher will be granted a \$300.00 salary payment in their June paycheck, OR
  - b) At the end of the school year, if the teacher has not used any personal leave, they will have the option of rolling one day of personal leave to the following year. Employees would only be able to obtain a maximum of 3 personal days during a school year.

**C. Bereavement Leave**

Teachers will be allowed five (5) days paid leave time annually in case of death in the immediate family per bereavement. Bereavement leave under Oregon Family Leave Act (OFLA) shall run concurrently with the paid bereavement leave provided in this section.

**D. Jury or Witness Duty**

When a teacher is called for jury duty or is subpoenaed as a witness before a court, legislative committee or judicial body, they will be continued at full salary for the period of required service provided, however, that compensation received by the teacher for jury duty or witness fees, excluding mileage

reimbursement, will be reported to the District unless such fees are earned on the teacher's day off. The amount of these fees will be deducted from the teacher's pay on the next pay period. Upon being excused from jury duty or appearance as a witness during any work day, the teacher will report to the Superintendent for possible assignment for the remainder of the regular school day. Jury or witness duty leave identified in this section will not apply when a teacher is involved as a litigant for personal reasons or any litigation, grievance or the like that is filed by or on behalf of the Association against the District. The District reserves the right to petition to have the teacher exempted from jury or witness services, if the District feels that the employee's absence in an emergency situation would create a hardship for the District.

E. Military Leave

Military leaves will be allowed in accordance with Oregon Revised Statutes relating to such leaves.

F. Professional Leave

Professional leave with or without pay may be authorized by the District for attending educational/professional conferences or for other purposes directly related to teaching/work assignments and duties. The District retains the sole discretion to determine whether an educational or professional conference is indeed "directly related to teaching/work assignments and duties."

G. Upon written request, the Superintendent or his/her designee, will give a teacher a written accounting of their use and balance of paid leaves; such inquiries will be limited to four (4) per school year.

H. Other leaves of absence with or without pay may be granted by the Board at its discretion for good reason.

## **Article 14 - Workers' Compensation**

- A. The District will continue to participate in Workers' Compensation as required by state law. When an employee is injured while performing his/her job duties and qualifies for Workers' Compensation benefits, the employee may:
1. Elect to receive only Workers' Compensation benefits and not use any of their accumulated sick leave; or
  2. Elect to receive Workers' Compensation benefits and use their accumulated sick leave to make up the difference between the amount of the Workers' Compensation benefits received and his/her normal salary or hourly wage. Accumulated sick leave may be used in this manner until depleted, at which time the employee will be eligible to receive only Workers' Compensation benefits, if any remain available.

Example: If an employee normally earns \$70 per day, and they receive \$50 per day in benefits, they may elect to receive \$20 per day from accumulated sick leave until accumulated sick leave is depleted or Workers' Compensation benefits terminate.

## Article 15 - Unpaid Leaves

### A. Sabbaticals

The District may, at its discretion, grant an employee a sabbatical to pursue a higher degree. This will be an unpaid leave, and the request will be made, in writing, for the Board to consider no later than its regular May School Board meeting. A teacher returning from a sabbatical will be placed on the salary schedule at the level he/she would have been for the year of the sabbatical and unused accumulated sick leave will be reinstated. The teaching assignment of the returning teacher will be at the District's discretion.

### B. Extensions

Any extension of unpaid leave will be requested in writing to the Board and the Board will respond in writing.

### C. Additional Unpaid Leave

Teachers can request, in writing, that the School Board consider additional unpaid leave request(s). The requests would need to state dates, reason, need, etc., and would only be considered if presented at a regular School Board meeting at least one (1) week prior to the start of the requested unpaid leave.

### D. Teachers on extended unpaid leave must notify the District in writing with their plans to return or not return by February 25.

## Article 16 - Dues and Payroll Deductions

- A. Any teacher who is a member of the Association or who has applied for membership may sign and deliver personally or through the Association to the Superintendent an assignment authorizing deductions of membership dues in the United Teaching Profession (i.e., local, OEA-NEA). Such authorization will continue in effect from year to year, unless revoked in writing as hereinafter provided. Pursuant to such authorization, the District will deduct one-tenth (1/10) of such dues from the regular salary check of the teacher each month for ten (10) months, beginning in September and ending in June each year. (Deductions for teachers who join the Association after the commencement of the school year will be appropriately pro-rated so that payments may be completed by the following June).
- B. Withdrawing the payroll deduction for such dues will be accomplished by writing a letter to the office of the Association and to the office of the Superintendent.
- C. The District will issue a check for the deductions upon receipt of the bill from the OEA each month. The Association agrees promptly to advise the Superintendent of all members of the Association in good standing.
- D. Upon appropriate written request from the teacher, the District will deduct from the salary of any teacher and make appropriate remittance for jointly-approved deductions.
- E. Each teacher's payroll check will itemize all sources of pay and payroll deductions.
- F. Upon appropriate written request from the teacher, the District will deduct from the salary of any teacher and make appropriate remittance for the following approved deductions:
  - a. Credit Union;
  - b. Options in insurance program. In addition, the District will perform the same service for the Association members for any insurance plans offered exclusively by the Association for Association members, within limits of the District's accounting system.
- G. The Association agrees to indemnify and hold the District harmless against any and all claims, suits, orders, judgments or other damages and liabilities, including litigation expenses, which may arise as a result of making the payroll deductions referenced in this Agreement. The Association agrees to pay for the attorney(s) or law firm selected by the District to defend it against any lawsuits, administrative proceedings or other complaints filed against the District by employees or other organizations with regard to the withholding processes for the HEA/OEA dues. The individual teacher(s) agrees to the same for any other requested withholdings.

## **Article 17 - Association Rights and Privileges**

### **A. Information**

Upon request, the Board agrees to cooperate with the Association in providing public information necessary for its functioning as exclusive bargaining agent. The District may charge the Association the actual costs of processing and fulfilling information requests. Actual costs will be determined by the District according to Oregon's public records laws, and may include costs for summarizing, compiling or tailoring the public records, either in organization or media, to meet the Association's request. The District will not charge the Association the costs of attorney fees for reviewing and processing information requests except in extraordinary circumstances requiring extensive legal research. In all cases, the District will not establish a fee greater than twenty-five dollars (\$25.00) under this section unless the District first provides the Association with a written notification of the estimated amount of the fee and the Association confirms that it wants the District to proceed with making the public record available.

### **B. Use of School Buildings/Equipment**

The Association will have the right to use school facilities/equipment under the same guidelines other organizations follow (outlined in District Policy KG) providing there is no interference with the regular school programs. School equipment may include copy machines and printers, other duplicating equipment, calculating machines, and audiovisual equipment at reasonable times, when such equipment is not otherwise in use. The Association will be responsible for the reasonable cost of the use of all materials and supplies. The building Principal will be notified of the Association's request to confirm time and place. This provision also includes use of computers and the internet in keeping with the District's computer and internet use policies.

### **C. Mail Facilities and Mail Boxes**

The Association will have the right to use the interschool mail facilities and school mail boxes for Association communication, as long as this is in compliance with U.S. Postal regulations.

### **D. Bulletin boards may be used in the faculty lounge in each school for Association postings provided they are not detrimental to District-Employee relations or defaming to any individual.**

### **E. All Association activities, other than scheduled meetings between Association and Administration representatives, will occur at times outside of regular instructional day.**

### **F. Upon prior request, the Association will have the right to speak briefly, normally not to exceed five (5) minutes, at the end of any regularly scheduled faculty meeting. The Association may suggest items for the agenda to the Superintendent and/or Principals.**

### **G. The District will provide the Association President with an agenda packet at least one working day ahead of each school Board meeting. The packet will include proposed new Board policies and proposed revisions of Board policies.**

## Article 18 - Evaluation

### A. Evaluations

1. At the beginning of the school year a copy of the District's evaluation procedure and forms will be provided to each unit member. Changes made subsequent to that time will be made after providing for consultation with the Association and approval by the Board. Members will be provided with copies of any such changes.
2. A copy of the written evaluation will be submitted to the member at the time of personal conference, or normally within ten (10) school days thereafter. One (1) copy is to be signed and returned to the Principal, one (1) is to be retained by the member and one (1) copy is to be filed in the personnel file. A member may attach to the evaluation report any written comments they desire, to be placed in the member's personnel file, with a copy to the Principal. A post-evaluation conference will be held with the member.
3. The District retains the sole rights for the determination of policies affecting the selection of unit members, and the establishment of quality standards and judgment of unit member performance.

### B. The District will comply with Oregon statutes governing teacher evaluation.



## **Article 19 - Funding**

### **A. Funding**

1. The Board may, if it experiences any unexpected major revenue shortfall which, in its discretion, would affect the Board's ability to fund the economic provisions of this Agreement, reopen negotiations regarding only the economic provisions of this Agreement. The Board will make the sole decision whether the conditions in this section have been met, and whether the Agreement will be reopened. Economic provisions are salary and payroll costs.
2. If the Board elects to reopen this Agreement (as per item 1 above), it will notify the Association in writing and the parties agree bargaining will commence no later than twenty (20) calendar days after notice has been given to the Association.
3. If the Board elects to change the level of funding of economic provisions of this Agreement without reopening negotiations, prior to giving written notification to the Association, the Superintendent and/or board representatives will meet with the Association leadership to discuss the need to change the level of funding.
4. If the District closes one (1) or more schools for any reason, no bargaining unit member who was teaching in that school(s) will be entitled to any salary or fringe benefits provided in this Agreement while the schools are closed.
5. This Agreement does not guarantee any level of employment.

## Article 20 - Waiver

- A. The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter appropriate for collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

B. Compliance

Any individual contract between the Board and a bargaining unit member heretofore and hereafter executed prior to the expiration of this Agreement will be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, the Agreement, during its duration, will be controlling.

C. Supplemental Education Services

1. Charter Schools

- a. If a public charter school is located in the District, and the District is not the employer, a leave of absence will be granted to any bargaining unit member who chooses to work in the public charter school. The length of the leave of absence will be two (2) school years unless the employee and the school board mutually agree to a different length of time.
- b. The employee's service in the public charter school will count toward advancement and placement on the salary schedule.
- c. Other fringe benefits under this contract will not continue during the unpaid leave of absence.
- d. Upon return from the leave, the bargaining unit member will be entitled to a position for which they are licensed and qualified. If the public charter school is terminated, dissolved or closed, the leave of absence terminates upon that action.
- e. If the bargaining unit member wishes to voluntarily return to the District before the leave expires, they will return at the beginning of the next academic year.

2. Distance Learning

- a. The District, at its discretion, may elect to provide instructional opportunities through electronic or other means. The District retains the right to contract or subcontract out bargaining unit work and/or work which is currently being or could be performed by members of the bargaining unit. This reserved right is without qualification; there is no District obligation to bargain as to any contracting or subcontracting decision and the impact thereof. This section is understood to be a continuing waiver of the right to demand to decisional and impact bargaining.

## **Article 21 - Successor Agreement**

This Agreement will not be modified in whole or in any part by the parties except by an instrument, in writing, duly executed by both parties.

## **Article 22 - Duration of Agreement**

- A. This Agreement will be effective as of July 1, 2021, and it will continue in effect through June 30, 2024. This Agreement will not be extended orally, and it is expressly understood that it will expire on the date indicated unless mutually extended in writing by the Board and the Association.
- B. Both the Board and the Association agree that if either party desires to renegotiate a successor Agreement, the requesting party will inform the other in writing of such request no later than January 15, 2024.
- C. Addendum(s) may be added to this contract prior to the expiration of the contract date by mutual agreement of both parties.

## Article 23 - Compensation

### A. Placement on Salary Schedule

- B. The salary schedule figures are minimum figures and do not limit the Board's prerogative to pay more. A teacher placed on probation because of activities determined by the District to be detrimental to his/her teaching performance as a teacher will be granted salary increments only upon recommendation of the Board.
- C. When a teacher has earned the right to a higher salary bracket by reason of increased professional training, the change will be made the following year. Certification of earned credits for this purpose will be by transcript or certification of completion and will be filed in the Superintendent's office.
- D. The right to a higher salary bracket by reason of increased professional training will be earned based on the following criteria. Exceptions may be made upon written approval of the Superintendent.
  - 1. Upper division courses or courses acceptable as part of a graduate program
  - 2. Earned in accredited 4-year college or university
  - 3. Earned after initial licensing as a teacher
  - 4. Filled in appropriate district form and submitted to the District Office by February 15 and official transcripts on record with the District Office prior to June 30
  - 5. Summer sessions recently completed on record via transcript or other documentation by September 15 and appropriate district form and submitted to the District Office by February 15 of the previous school year
  - 6. Allowable credits will be quarter hour credits that carry a grade of B or better
    - a. This criterion may alternatively be met by written documentation from the course instructor indicating that:
      - i. The course is not offered on a grading basis; and
      - ii. The bargaining unit member performed at least "B" level work.
  - 7. Workshop credits allowable six (6); workshop credits must be related to classroom applications (Workshop hours denied will state a written reason for denial)

### E. New Hires

1. Teachers newly hired into any school in the District will be placed on the appropriate step and column on the salary schedule. If there is a discrepancy in placement on the salary schedule, the District reserves the right to make the correction. The District will determine the amount owed by or to the employee and divide it by the

remaining number of payroll periods in the current fiscal year and will withdraw or deposit it in equal amounts to correct the discrepancy.

2. Teachers hired after the second quarter will remain on the same step for the following school year.
3. Incoming teachers who have already completed probationary teaching in another district, will be probationary for less time.
  - a. Teachers with more than ten years of experience will be probationary for 1 year.
  - b. Teachers with 5-10 years of experience will be probationary for 2 years.

#### F. Salary Schedules

1. Each employee will be paid in accordance with the 2021-2022 salary schedules found in Appendix A.
2. The parties agree for the 2021-2022 school year to a 2% COLA on an equalized salary schedule and no reopening in the fall of 2021.
3. The parties agree for the 2022-2023 school year to a 1% COLA and additional 1% COLA if the enrollment increases to 824 or above by the end of the previous school year.
4. The parties agree for the 2023-2024 school year to a 1% COLA and additional 1% COLA if the enrollment increases to 872 or above by the end of the previous school year.

#### PERS Pick Up

1. During the term of this Agreement, the District will participate in the public employee retirement plans as required by ORS 238 and 238A.
2. The District will “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 this Section (B2) will be considered as “salary” within the meaning of ORS 238.005(21) 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 will 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.
3. In the event that during the life of this Agreement it becomes impossible for reasons of law, regulation or decision of the courts for the District to make contributions/payments to PERS/OPSRP on behalf of employees as described in Subsection 2. above, the parties will reopen negotiations over the invalid words or sections as per ORS 243.702.

#### G. Tuition Reimbursement

The District agrees to reimburse the employee for tuition of up to three (3) credit hours a year, based on the current cost of a graduate credit in the public Oregon University System. The credits can be accumulated up to nine (9) credit hours in a three (3)-year period. The total District-wide tuition reimbursement will not exceed the District budget allotment for staff development. Courses must be

approved in advance by the Superintendent to receive tuition reimbursement. Course approval for tuition reimbursement will be based on the same criteria considered for horizontal movement on the salary schedule. Tuition reimbursement will be reimbursed to the District if the employee leaves within two years.

#### H. Conferences

The District agrees to pay reasonable expenses (including fees, meals, lodging and/or transportation) incurred by teachers attending professional conferences with the prior approval of the administration or Board. The teacher will reimburse the District any unrecoverable expenses if he or she fails to attend the conference without being excused by the administration or Board.

#### I. Mileage

1. Employees will not be required to drive students to activities which take place away from District school buildings. An employee may be asked to assist with such transportation. If an employee does use their automobile to drive students to away-from-school activities, they will be compensated for such purpose, according to policy, upon application to the District.
2. The mileage reimbursement figures are minimum rates and do not limit the Board's prerogative to pay more. The District will reimburse an additional four (4) cents per mile for those occasions when a unit member tows a trailer of equipment/animals to a school event.

#### J. Unused Sick Leave

Any teacher who retires from the District Employment will be allowed to use one-half (1/2) of the unused sick leave accumulated while employed at Harrisburg School District as payment for continuation of insurance benefits unless that sick leave was already used in the calculation of PERS benefits. The teacher will be given a \$50.00 allowance for each eight (8) hours (1 day of qualified sick leave).

For example:

1. Teacher A has 1600 hours of unused sick leave accumulated while working at Harrisburg School District;
2.  $1600 \div 2 = 800$  hours;
3.  $800 \div 8 \text{ hours} = 100$  days;
4. Insurance allowance =  $100 \text{ days} \times \$50 = \$5,000$ ;

5. For example: the District insurance premium of \$600 per month, the total insurance package paid by the District is:  $\$5,000/\$600 = 8.33$  months.

If the teacher elects to utilize this offer, an adjustment will be made prior to reporting the unused sick leave to PERS.

- #### K. Curriculum Work: The District agrees to pay licensed staff who are asked to work on curriculum as a District-wide initiative. The rate of pay will be \$26.09 per hour. All curriculum work must be approved by the building administrator and the superintendent.

## Article 24 - Insurance

### Insurance

- A. The District will offer insurance premium contributions on behalf of each full-time employee according to the terms of this article. Full-time employee will be defined as eight (8) hours daily scheduled work time multiplied by each contracted work day in a full District annual calendar.
- B. The maximum District contribution toward primary family medical, vision and dental coverage premiums will be the sum of \$1140 for the 2021-2022 insurance year, \$1165 for the 2022-2023 insurance year, and \$1190 for the 2023-2024 insurance year. Premium costs beyond the negotiated cap will be paid by payroll deduction. The District's obligation under this article is limited to the purchase of approved insurance plans as described in this Section. No employer contributions may be used toward other coverages or paid as cash. The District will not be responsible for any costs associated with the insurance program(s) beyond the negotiated contribution.
- C. The District will prorate its benefit package contribution for regular employees who are contracted to work less than full time based on the pro-rated benefit table in Appendix A.
- D. Employees will be permitted to use payroll deduction for the purchase of an available "buy up" plan, Cafeteria Plan Section 125IRC (Flexible Benefit Plan) and/or additional Life Insurance coverage.
- E. The benefit plans will be purchased only in accordance with the underwriting rules and regulations set forth by OEGB and the participating carriers. The District does not guarantee benefit levels under any particular insurance plan.
- F. Employees who enroll in OEGB's HSA compatible medical plans with a Health Savings Account (HSA), shall receive the difference between the District's maximum contribution and the premiums for the employees selected medical, dental and vision insurance in a HSA on a monthly basis up to the maximum amounts allowable by law. Such contributions will begin in the first month of the new insurance year.
- G. The District agrees to accommodate licensed employees with 12 months of insurance benefits for employees who have fulfilled their contractual duties and are not returning.



## Execution

In witness thereof, the Association has caused this Agreement to be signed by their negotiators, and the Board has caused this Agreement to be signed by its negotiators, attested by its Clerk.

For the Association:

_____	_____	_____	_____
Designated Representative	Date	Chairperson	Date

For the Association:

_____	_____	_____	_____
Designated Representative	Date	Clerk	Date

## Appendix A

### Pro-rating Part-time Teachers' Salary and Benefit Table

Part-time teacher salary and benefit calculations are based on a nine (9) hour day and with one (1) period equaling one (1) hour as shown in the following tables:

Table A PREP TIME FORMULA	
Hours Worked	Prep Time
1 hour	30 minutes
2 hours	30 minutes
3 hours	30 minutes
4 hours	45 minutes
5 hours	60 minutes

Table B BENEFITS Part-time teacher must work four (4) hours plus prep time to qualify for benefits		
Assignment	Hours	Benefits based of FTE
4 hours + 45 minute prep	4.75 hours	0.528
5 hours + 1 hour prep	6 hours	0.667

Table C SALARY TABLE - Part-time teacher		
Assignment	Hours	Salaries based of FTE
2 hours + 30 minute prep	2.5 hours	0.278
3 hours + 30 minute prep	3.5 hours	0.389
4 hours + 45 minute prep	4.75 hours	0.528
5 hours + 1 hour prep	6 hours	0.667

## Salary Schedule 2021-2022

STEPS	BA	MA BA +60	MA +30 BA +90
1	35,615.29	38,108.36	40,775.95
2	36,683.75	39,251.62	41,999.22
3	37,784.27	40,429.17	43,259.21
4	38,917.79	41,642.03	44,556.99
5	40,085.33	42,891.30	45,893.69
6	41,287.89	44,178.04	47,270.50
7	42,526.52	45,503.38	48,688.62
8	43,802.32	46,868.48	50,149.28
9	45,116.39	48,274.54	51,653.75
10	46,469.88	49,722.78	53,203.36
11	47,863.98	51,214.46	54,799.47
12	49,299.89	52,750.89	56,443.45
13	50,778.89	54,333.41	58,136.76
14	52,302.26	55,963.42	59,880.85
15	53,871.33	57,642.32	61,677.28
16	55,487.47	59,371.59	63,527.60
17	57,152.09	61,152.73	65,433.43

**Notes:** 2021-24 CBA: .674 to Equalize, **Year 1 = 2% Cola**, Year 2 = 1%, Year 3 = 1%

A yearly \$500 stipend will be paid to any teacher who instructs a “College Now” course at the high school.

## Salary Schedule 2022-2023

STEPS	BA	MA BA +60	MA +30 BA +90
1	35,971.44	38,489.44	41,183.71
2	37,050.59	39,644.14	42,419.21
3	38,162.11	40,833.46	43,691.80
4	39,306.97	42,058.45	45,002.56
5	40,486.18	43,320.21	46,352.63
6	41,700.77	44,619.82	47,743.21
7	42,951.79	45,958.41	49,175.51
8	44,240.34	47,337.16	50,650.77
9	45,567.55	48,757.29	52,170.29
10	46,934.58	50,220.01	53,735.39
11	48,342.62	51,726.60	55,347.46
12	49,792.89	53,278.40	57,007.88
13	51,286.68	54,876.74	58,718.13
14	52,825.28	56,523.05	60,479.66
15	54,410.04	58,218.74	62,294.05
16	56,042.34	59,965.31	64,162.88
17	57,723.61	61,764.26	66,087.76

**Notes:** 2021-24 CBA: .674 to Equalize, Year 1 = 2% Cola, **Year 2 = 1%**, Year 3 = 1%  
See page 36, Item F3&4 for reopener language.

## Salary Schedule 2023-2024

STEPS	BA	MA BA +60	MA +30 BA +90
1	36,331.15	38,874.33	41,595.55
2	37,421.10	40,040.58	42,843.40
3	38,543.73	41,241.79	44,128.72
4	39,700.04	42,479.03	45,452.59
5	40,891.04	43,753.41	46,816.16
6	42,117.78	45,066.02	48,220.64
7	43,381.31	46,417.99	49,667.27
8	44,682.74	47,810.53	51,157.28
9	46,023.23	49,244.86	52,691.99
10	47,403.93	50,722.21	54,272.74
11	48,826.05	52,243.87	55,900.93
12	50,290.82	53,811.18	57,577.96
13	51,799.55	55,425.51	59,305.31
14	53,353.53	57,088.28	61,084.46
15	54,954.14	58,800.93	62,916.99
16	56,602.76	60,564.96	64,804.51
17	58,300.85	62,381.90	66,748.64

**Notes:** 2021-24 CBA: .674 to Equalize, Year 1 = 2% Cola, Year 2 = 1%, **Year 3 = 1%**  
See page 36, Item F3&4 for reopener language.

## Appendix B

### Extra-Curricular Activity Salary Schedule

#### A. Athletics

<b>LEVEL A</b>	
<b>Years</b>	<b>2021-2024</b>
1-2 years	\$3,600
3-4 years	\$3,888
5-6 years	\$4,199
7-8 years	\$4,535
9 or more years	\$4,898

<b>LEVEL B</b>	
<b>Years</b>	<b>2021-2024</b>
1-2 years	\$2,400
3-4 years	\$2,592
5-6 years	\$2,799
7-8 years	\$3,023
9 or more years	\$3,265

<b>LEVEL C</b>	
Miscellaneous	
<b>Years</b>	<b>2021-2024</b>
MS Head Coach	\$1,751
MS Assistant Coach	\$1,236

<b>COACHES LONGEVITY STIPEND</b>	
<b>Years</b>	<b>Stipend</b>
10-14	\$200
15-19	\$300
20 or more	\$400
Coaches eligible for the longevity stipend must remain in the district for the required time to receive the stipend	

1. Activities paid at each level:

- a. Level A : High School head coaches for football, volleyball, cross country, cheer, golf, wrestling, boys and girls basketball, softball, baseball, and track. There will be one head coach for each listed activity.
- b. Level B: High School assistant coaches of football, volleyball, basketball, wrestling, softball, baseball, golf and track. Assistant coaches will be provided in all sports when level of participation so warrants.
  - Baseball – one (1) assistant for varsity or one (1) assistant for each additional team

- Basketball – one (1) assistant for varsity or one (1) additional assistant per team
  - Cheer – one (1) assistant for varsity when more than twelve (12) athletes participate
  - Cross Country – one (1) assistant for varsity when over twelve (12) athletes participate and one (1) additional coach for every twelve athletes over twenty-four (24)
  - Football – two (2) assistants for varsity and one (1) additional coach for every ten athletes over twenty-five (25)
  - Golf – one (1) assistant for varsity when over twelve (12) athletes and one (1) additional coach for every twelve athletes over twenty-four (24)
  - Softball – one (1) assistant for varsity or one (1) assistant for each additional team
  - Track and Field – two (2) assistants for varsity and one (1) additional coach for every twelve athletes over twenty-four (24)
  - Volleyball – one (1) assistant for varsity or one (1) additional assistant per team
  - Wrestling – one (1) assistant for varsity and one (1) additional assistant for every twelve (12) athletes over twenty-four (24)
- c. Any Level A coach can decide how to split their salary if there is a need to pay an assistant coach. This may also happen when co-head coaches are to be named.
- d. Level A coaches with the input of the Athletic Director, can decide how to split a lower level coaching position to fit the needs of the program. This split should be done when:
- The lower level coaching position is sitting vacant
  - The current lower level coaches agree to an arrangement

Part time coaching positions need to be advertised as such.

- e. Level C : High School Dance and Drill Advisor (All Year).
- f. Level C : Covers all Middle School sports.
- g. The head High School coach of each sport will be in charge of all District-sponsored programs in that sport under the direction of the District Athletic Director.
- h. The head High School coach of each sport will be in charge of all District-sponsored programs in that sport under the direction of the District Athletic Director.
- i. The District Athletic/Activities Director will receive two times the appropriate level A salary and his/her teaching salary for three and one-half (32) periods during the school day.
- j. Ticket taking and chaperoning, beyond agreed activities will be paid at \$12.75 per hour.

B. High School and District Non-Athletic

Duty	Dollar Amount
FFA	\$4150
District Band Director	\$1596
District TAG Facilitator	\$1596
High School Pep Band	\$1596
High School Leadership Advisor	\$1596
FBLA	\$1596
Drama Director (Per Play)	\$824
Link Crew Advisor	\$1596
AVID Elective Teacher	\$1596
Middle School Yearbook Advisor	\$1596

1. The following positions are included (described below):
  - a. District Band Director – secondary school concerts and elementary school concerts;
  - b. District TAG Facilitator (all year)
  - c. High School Pep Band Director – All regular season, home football games (after the school year begins), and four, regular season, home basketball games for boys and girls games.
  - d. High School Leadership Advisor (all year)
  - e. Drama Director, Middle School Yearbook, Link Crew Advisor, AVID Elective Teacher