

CONTRACTUAL AGREEMENT

BETWEEN

SIUSLAW EDUCATION ASSOCIATION

AND

SIUSLAW SCHOOL DISTRICT 97J

LANE COUNTY, OREGON

July 1, 2021 – June 30, 2024

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Preamble and Signatures

1. THIS AGREEMENT is entered into by and between the Siuslaw Education Association, hereinafter called the "Association" affiliated with OEA-NEA, and District 97J, Lane County, Oregon, hereinafter called the "District" or "Board."
2. WHEREAS the District and the Association recognize and declare that providing a quality education for the children of District 97J is the responsibility of the Board, and that the character of such education depends upon the direction of the Board and the work performance of the teaching service, and,

WHEREAS the members of the teaching profession are particularly qualified to carry out programs designed to improve educational standards set by the Board, and,

WHEREAS the parties have reached specific understanding on an agreement which they desire to confirm,

IT IS HEREBY AGREED AS FOLLOWS:

 _____ For the Association	<u>8/3/2021</u> Date
 _____ For the Board	<u>8/3/2021</u> Date

Article 1: Recognition

1. The District recognizes the Association as the sole and exclusive collective bargaining representative for all full-time and part-time (half-time or more) professional educators employed by the District and those working in charter schools within the District attendance boundary.
2. Supervisors, confidential employees and substitute professional educators are specifically excluded from the bargaining unit.

Article 2: Successor Agreement

1. This contract shall be effective as of July 1, 2021, and shall remain in full force and effect up to and including June 30, 2024, and shall be binding upon the Board, the Association, and its members, and shall remain in full force throughout the contract period.
2. This agreement shall not be modified in whole or in part by the parties, except by an instrument in writing duly executed by both parties.
3. This agreement shall automatically be renewed from year to year following the above expiration date and shall be binding for additional periods of one (1) year unless either the Board or the Association gives written notice to the other no later than December 15 prior to the aforementioned expiration date of the Agreement, of its desire to modify the Agreement, for a successive term or to terminate the Agreement. In the event either party give such notice, this Agreement, together with all the terms, conditions, and effects thereof shall expire on the date indicated above.
4. Once the notice is provided according to Section 3, the parties agree to begin negotiations not later than February 1 of the year the contract expires. At the first negotiation session, the parties agree to mutually exchange proposals.

Article 3: Status of Agreement

1. There shall be two signed copies of this full and final Agreement for the purpose of records. One shall be retained by the District and one by the Association.
2. The District shall maintain a copy of the District Policy Manual in the library and school office of each school building. If the Policy Manual is revised, each building will be provided updated copies. The Association President shall receive copies of all revisions.
3. The District will send an electronic copy of the contract to the Association. The Association will make electronic copies available to all members. The District shall supply paper copies to all new hires at the time the new employee signs their contract with the District.
4. This Agreement shall not be modified in whole or in part except by mutual written agreement between the parties.

Article 4: Captions

1. The use of article, section, or paragraph headings throughout this Agreement is intended for easy reference only and shall not be constructed to enlarge on, limit, diminish, or in any way modify the terms or conditions thereof.

Article 5: Separability

1. If any provision of this Agreement is held to be contrary to law by the courts, then such provision shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions shall continue in full force and effect.
2. Upon request of either the District or the Association, the parties shall enter into negotiations to attempt to arrive at a mutually accepted replacement for any such specific provision that has been deemed to be null and void by such court ruling.

Article 6: Entire Agreement

1. This Agreement constitutes the sole and entire existing agreement between the parties.
2. Existing employment relations policies, rules and regulations not contrary to the terms of this Agreement shall remain in full force until, and if, modified by Board action. Revised employment relations, policies, rules and regulations reduced to writing shall be provided to the Association.
3. The Board specifically reserves the right to unilaterally change, eliminate or add to Board policy and practices as long as it does not conflict with the express terms of this Agreement.
4. Any issue arising out of the implementation of ESEA during the term of this contract that is not already covered by contract language will be subject to bargaining.

Article 7: Compliance between Individual Contract and This Agreement

1. Any individual contract between the Board and an individual professional educator executed shall be subject to and not contrary to the terms and conditions of this Agreement. If such individual contract contains terms contrary to the terms of this Agreement, this Agreement during its duration shall be controlling.

Article 8: Work Day

1. The normal workday building hours for professional educators shall be eight consecutive hours, inclusive of the half-hour lunch period. Full-time professional educators shall be on duty and available for work on the school site or site otherwise designated by the District for such above period of time on days professional educators are to report.
 - a. Professional Educators, in consultation with the building principal, may establish a standard start and end time to their day on an annual basis.
 - b. The exception to "a" above will be days where a staff meeting was scheduled at least twenty-four (24) hours in advance, on which days the employee will be present for the staff meeting.

2. Professional educators shall receive a thirty-minute duty-free lunch period. Professional educators may leave the building without requesting permission during their scheduled duty-free lunch period.
3. Classroom professional educators shall, in addition to their lunch period, receive weekly preparation time of not less than 150 minutes* during which they shall not be assigned to any other duties. Preparation time shall be used for work-related purposes only. *A study group will determine the preparation time allotment for professional educators as agreed to by the District and the Association by a Memorandum of Understanding with the goal to establish elementary preparation time not less than 150 minutes during the average student contact week with no time block less than 20 minutes.
4. In addition to normal building hours, professional educators shall spend time outside of building hours to the extent necessary in preparation for classroom instruction and normal teaching duties such as parent conferences and open houses.
5. At the discretion of the building supervisor, professional educators may be released twenty minutes early on Fridays or at last working day of the week if other than Friday.
6. If a classroom professional educator receives less than the minimum guaranteed preparation time any week due to scheduling problems, the professional educator shall receive an extra \$25 per week for lost preparation time.
7. If directed by the administration to cover another professional educator's class during his/her preparation time, the covering professional educator shall be compensated at his/her hourly rate.
8. Zero periods are enrichment classes offered prior to or following the regular student day. When the District decides to offer a "zero" period class it will post a notice of the class to be offered. Employees who are interested in teaching a "zero" period class may submit a statement of interest to the principal. The principal will assign staff to the "zero" period class based on those who have indicated an interest in teaching the class.

The District will not unilaterally assign an employee to teach a "zero" period.
9. When only one or two courses need to be offered in a building but there is insufficient staff to cover, rather than hiring an additional professional educator, the administration may solicit volunteers to teach an extra course during the employee's preparation period for a grading period. The administration will be limited to buying no more than two professional educator preps per year per building. If more than 2 preps are needed per building an additional contracted professional educator needs to be hired. Those agreeing to teach during their preparation period shall be paid at their hourly rate for the extra class.
10. During professional development time, a minimum of 60 minutes per month will be provided to staff to work on assessment of achievement data, grade/level/subject area, departmental, multi-grade level or cross-curricular meetings.
11. When it is necessary for employees to work past the scheduled work day for the attendance or IEP meetings, PBS meetings, EBIS meetings or any other meetings

required by the District, employees may consult with the building principal to adjust their start and end times until such extra time is made up, except that no employee may begin or end their work day less than five minutes before or after the student day.

12. When the District is unable to secure a substitute and no other student coverage for a class is available (administrator or licensed staff on preparation or unassigned time) and an extra entire class is placed under the supervision of another professional educator without additional assistance, such as Instructional Assistants or other adult, staff, to aid in managing the additional classroom load, the professional educator has the option to submit a time card for the hourly substitution rate for the duration of the time of the additional responsibilities as a supplement to their regular wages.

Article 9: Work Year

1. The standard contract year for professional educators shall be 185 days unless negotiated to be less than 185 days due to budget failure.
2. The following six holidays shall be included as non-contract days in the standard contract for professional educators described in section 1 of this article: Labor Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving, New Year's Day, and Memorial Day.
3. The Association shall be given the opportunity to review and make advisory comments on the school calendar. The Association will receive the proposed school calendar at least four (4) weeks prior to the school board's final action on the calendar. The Association should make its comments in writing to the superintendent one week before the board's scheduled final action.
4. The District, at its discretion, will determine whether schools need to be closed due to inclement weather or other emergencies.
 - A. When inclement weather requires schools to be closed, professional educators will not be required to work. The lost days will not be charged against other paid leaves. The District may adjust the school calendar to make up for lost days if necessary to meet state standards. If, however, the District does not choose to make up the lost days, professional educators shall not be monetarily penalized.
 - B. When other local emergencies require that schools be closed, professional educators will not be required to work unless otherwise notified. If they are not notified to work, the lost days will not be charged against other paid leaves. If professional educators are not required to report to work, the District may adjust the school calendar to make up for the lost days. If, however, the District does not choose to make up the lost days, professional educators shall not be monetarily penalized.
 - C. Closures directed by governmental or executive order may require professional educators to report to work in some capacity, either on or off campus, to perform duties as government employees as stated in the governmental or executive order, including tasks and duties that may be outside of typical classroom professional educator job description set by the District.

- D. As professional educators are paid for inclement weather cancellations and other emergency closure days as if it were a regular contract day, staff with pre-arranged absences involving a scheduled substitute or while on protected leave (FMLA/OFLA) will have their scheduled leave deducted as if the work day was held in regular session. These days are considered a work day and staff are paid as such; all other pay and leave provisions should apply for inclement weather cancellations, shortened days and other emergency closures.
- 5. If the number of working days, student/non-student days (185) are increased, the SEA and the District shall meet to determine the necessary salary adjustments.
- 6. Professional educators will receive 8 hours for professional educator directed work on the in-service days at the end of each quarter of the regular school year. Professional educators will not be required to submit grades until the end of the in-service grading day. The building administrator may extend this deadline through the weekend. Any potential meetings that the District Office or the Administration would like to schedule on the in-service days at the end of each quarter of the regular school year must have prior approval from the Association.

Article 10: Vacancies and Transfers

- 1. Vacancies
 - A. The District endeavors to fill vacancies, including vacancies in supervisory positions, from within its own staff. Whenever a vacancy arises, the Superintendent shall post notice of the vacancy on a bulletin board in each school building and send an electronic copy to the Association President.
 - B. Whenever vacancies occur during the normal summer months when regular school is not in session, the following procedure, in addition to the procedures heretofore outlined, shall be followed:
 - 1. Any vacancy occurring during the summer shall be posted at the District Office, posted on the District Website and an e-mail will be sent to the District staff.
 - 2. Professional educators with specific interests in possible vacancies will notify the District Office of their interest, in writing, during the regular weeks of school and shall include a summer address and phone number.
 - 3. Should a vacancy occur, the professional educator who expressed an interest in said position or a similar position shall be notified by the District by personal phone contact or registered mail. If notified by phone, the professional educator will have five calendar days to indicate his interest in said position. If notified by registered mail, the professional educator will have 14 calendar days from the time of the mailing to indicate his interest in the position. Failure to respond by the end of the timeline terminates any District responsibility to consider the professional educator for the vacancy. All current unit members who indicate an interest in the position shall receive an interview.

4. The District shall provide written notice of non-selection to any professional educator applicant for a vacancy. If the denial was based upon certification, such notice shall so indicate.

2. Voluntary Transfers

- A. For the purpose of this Article, a voluntary transfer shall be any professional educator-initiated request for change in grade, subject and/or building assignment.
- B. Requests for voluntary transfers shall be made in writing to the District Office with copies to the appropriate building principal(s). Such requests shall set forth the reasons for the desired transfer and the grades(s), subject(s) and/or building(s) sought. All current unit members who indicate an interest in the position shall receive an interview.
- C. The District shall provide written notice of non-selection fifteen days from the posted closing date to any professional educator applicant for a transfer. If the denial was based upon certification, such notice shall so indicate.

3. To avoid disruption to as few classes as possible, any mid-year openings will be filled for the remainder of the school year as a temporary position. Any temporary positions will be filled for the following school year and voluntary transfers will be considered during that process.

- A. Contract professional educators that have a letter on file for a Voluntary Transfer will be eligible for transfer to a new assignment between school years. In the event of an immediate staffing need, voluntary transfers may be considered between semesters or grading periods.
- B. Probationary professional educators cannot apply for a Voluntary Transfer until the end successful completion of one year of probationary status, unless in cases of an emergency opening where additional licensure and endorsement makes such a change advantageous to the general operations of the school.

4. Involuntary Transfers

- A. For purposes of this Article, an involuntary transfer shall be any District-initiated change in grade, specialty, subject and/or building assignment.
- B. Voluntary transfers shall be solicited prior to the involuntary transfer of any member. If an involuntary transfer is deemed necessary, the least senior appropriately licensed employee (s) will be selected and the District shall provide written notice to the affected professional educator with a copy to the Association President. Such notice shall contain a written statement of the reasons for the involuntary transfer and be given at least ten working days prior to the effective date of the transfer.
- C. Involuntary transfers shall not be used as a form of discipline.

Article 11: Substitute Professional Educators

1. The Board and the Association recognize that the responsibility of substitute selection rests solely with the District. A professional educator may advise his supervisor of his preference in this area.

Article 12: District Rights

1. Except as otherwise expressly and specifically limited by the terms of this Agreement, the District exclusively retains all their customary, usual and exclusive rights, decision-making prerogatives, functions, and authority connected with or in any way incidental to its responsibility to manage the affairs of the District or any part of the District. The rights of employees in the bargaining unit and the Association hereunder are limited to those specifically set forth in this Agreement, and the District exclusively retains all prerogatives, functions, and rights not specifically limited by the terms of this Agreement.
2. Without limitations, but by way of illustration, the exclusive prerogatives, functions, and rights of the District shall include the following:
 - A. To manage and control the District, its facilities, and its operations and to direct the working forces and affairs of the District.
 - B. To continue its rights of assignment and direction of work to all of its employees, assignment of work schedules, days of work and workloads.
 - C. To hire, promote, discipline and discharge employees, evaluate and transfer employees, and determine the size of the work force.
 - D. To determine the services, supplies, equipment, and facilities necessary for its operations and to determine the methods and standards of operational goals, the means, methods and processes of carrying on the work or changes therein and the institution of new or improved methods or changes therein.
 - E. To adopt, put into effect and enforce rules, policies and regulations.
 - F. To determine the policies affecting selection and training of employees.
 - G. To set educational policies, determine curriculum, select textbooks and other teaching aids.

Article 13: Association Rights and Responsibilities

1. Upon request, the District agrees to furnish to the Association those public documents containing the information which is necessary for its functioning as the exclusive bargaining representative.
2. Whenever any authorized representative of the Association or any professional educator is required by the District during regular working hours to participate in scheduled grievance procedure meeting with District supervisors, he shall suffer no loss of pay to which he would otherwise have been entitled.

3. Upon advance request, the Association has the right to use certain District equipment with the building supervisor's permission, such as duplicating equipment, calculators, computers, fax machines, and some audio-visual equipment at reasonable times when such equipment is not otherwise required for regular District use. The Association shall pay for the reasonable actual cost of all materials and supplies incidental to such use, and for any repairs or replacements due to negligent use. The Association shall have the right to use school facilities and buildings with prior notice to the building principal and as long as there is no interference with District use.
4. The Association shall have the right to use the interschool mail facilities and school mail boxes to distribute its material. Any postage if required, shall be the responsibility of the Association. The Association will be able to use the District e-mail system for Association business within the requirements of the law and as long as the e-mail is clearly identified as being from the Association.
5. The Board agrees that the Association representatives, or subcommittee thereof having business, other than negotiations, or contract administration, can be placed on the board agenda in the same manner as any other citizen of the District.
6. A copy of the board meeting minutes, board agendas and any proposed policy changes, shall be sent to the Association President.
7. The Association shall be granted five workdays of Association leave each contract year. Any portion of such leave not utilized may accumulate. The cost of substitutes, plus fixed charges, shall be paid by Association. Such leave shall be requested at least five workdays in advance of the projected absence.
8. The Association agrees to indemnify and save the Board, all administrators, and District agents harmless against any and all claims, demands, costs, suits or other forms of liability and all court costs that may arise out of, or by reason of, action taken by the District for the purpose of complying with this Article.
9. The Association shall have suggested input into the development of the opening day inservice and time on the agenda as well as time on the agenda of the new hire inservice, if held. Consistent with law, the Association shall be permitted to conduct on the clock orientation meetings with newly hired bargaining unit members.
 - a. On new Professional Educator Day, the Association will be granted a 90 minute time period for a new hire meeting and orientation.
 - b. Professional Educators that start work or are hired after inservice week may be scheduled for a meeting of up to one hour with an Association representative regarding union orientation.
10. The Association shall be given names and addresses to all new hires within ten days of hire.

Article 14: Teaching Conditions

1. The Board shall make available in each school restrooms and telephone facilities for professional educator use, and at least one room which shall be reserved for use as a faculty lounge.

2. Each building will have a technology hub. Said positions shall be posted. When an employee is hired for the technology hub position, the building will be notified who to contact for technical assistance.
3. The District will provide the Association with building level budgets at the beginning of the school year that show the allocations for classroom supplies.

Article 15: Personal Freedom

1. The personal life of a professional educator outside his employment responsibilities is not an appropriate concern or attention of the Board, provided that such aspects of personal life do not interfere with his effectiveness as a professional educator in this community.
2. Intellectual Property
 - a. The ownership of any materials, processes, or inventions developed solely by an employee's individual effort, time and expense shall vest in the employee. If copyrighted or patented, it will be done by the employee in the employee's name.
 - b. The ownership of materials, processes, or inventions produced solely for the employer, using employer supplied materials, and on the employer's time shall vest in the employer.
 - c. In instances where material, processes, or inventions are produced by an employee with employer support and knowledge or by way of use of significant time, facilities, or other employer resources, the ownership of the materials, processes, or inventions shall vest jointly with the employer and employee designated by written agreement between the employer and employee prior to production. In the event there is no such written agreement executed, the ownership shall vest with the employee.
 - d. No employee may require students to participate in the development or testing of materials, processes, or inventions outlined in this section. Any involvement of students must be voluntary and first cleared with the administration.

Article 16: Strike/Work Action

1. During the term of this Agreement, the Association will not cause, initiate, join or participate in any strike or work stoppage against the District as a result of any dispute between the District and the Association or any other individual, group, or entity.
2. For the duration of this Agreement, the District will not lock out any bargaining unit member as a result of any dispute between the Association and the District or any other individual, group, or entity.

Article 17: Maintenance of Classroom Control and Discipline

1. A definition of the duties and responsibilities of all administrators, professional educators, and other certified personnel pertaining to student discipline shall be reduced to writing by the District and distributed to each professional educator at the start of each year. In addition, copies of any building policies on student discipline shall be provided

to all staff at the start of each year. New staff members shall receive specific orientation on student discipline procedures during the fall in-service period.

2. Disruptive Students

When in the judgment of a professional educator, a student's behavior is seriously disrupting the instructional program to the detriment of other students, the professional educator may temporarily exclude the student from the classroom, immediately notifying the administrator/office of such exclusion, and refer him/her directly to the school office. The principal, or other designated administrator, shall be responsible for arranging, as soon as possible, a conference between the interested parties to discuss the problem and decide upon appropriate steps for its resolution. The professional educator shall be provided a written response of the action taken on the referral. During the period of exclusion, the student shall not be the responsibility of the professional educator unless otherwise specified.

Article 18: Liaison Committee

1. In order to maintain open communications between the Administration and the Professional educators, a Liaison Committee shall meet if requested by either party. This committee shall consist of the Association's president, vice-president, building representatives, and such other personnel as designated by the District. The committee shall meet to review and discuss current school activities and procedures and the administration of this Agreement. Times and places of such meeting shall be designated by the Superintendent and the SEA President shall be notified in advance of such decision.

Article 19: Grievance Procedure

1. Purpose: To secure at the lowest possible level an acceptable solution to a grievance.
2. Definitions:
 - A. Policy Grievance. A complaint by an employee or group of employees or the Association that he/she (or they) has (have) been treated inequitably by reason of any act or condition which is contrary to established employment relations, school Board policy or administrative practice governing or affecting employees.
 - B. Contract Grievance. A complaint by an employee or group of employees or the Association that there has been to him/her (or them) a violation or inequitable application of any provision(s) of the contract.
 - C. Aggrieved. The person or persons who has the grievance and is presenting the complaint.
 - D. Immediate Supervisor. The person who has direct administrative or supervisory responsibilities over the aggrieved and the authority to resolve the grievance.
 - E. Employee. An employee in the bargaining unit.
 - F. Days. A contractual day when the professional educator is required to be in attendance.

3. Provisions:

- A. Any and all time limits specified in the grievance procedure may be waived by mutual agreement of the parties. Failure by the employee to submit the grievance in accordance with these time limits without such waiver shall constitute abandonment of the grievance. Failure by the District to submit a reply within the specified time limits shall permit the aggrieved to proceed to the next level.
- B. The aggrieved may be represented at all stages of the grievance procedure by himself or at his option his appointed representative. The Association may appear upon request to hear the grievance appeal if not selected as the aggrieved's representative.
- C. Steps of the grievance procedure may be waived by mutual consent on a case by case basis, if the parties agree that such action would benefit a resolution.
- D. All documents pertaining to the actual processing of a filed grievance shall be maintained in file separate from the employee's personnel file.
- E. The grievance form shall be the document attached hereto as Appendix A. Blank grievance forms shall be kept in each building.
- F. There shall be no reprisal taken against any bargaining unit member for use of or involvement in this grievance procedure.
- G. Grievance meetings shall be closed except to the grievant, the Association, the District and their designated representatives.

4. Levels of Grievance Procedure:

Step 1 – Contract and Policy Grievance. The aggrieved shall discuss the grievance with his/her immediate supervisor or building principal within fifteen (15) working days from the occurrence thereof or of the employee's first knowledge thereof. Such supervisor shall respond to the grievance as quickly as reasonable, but no later than fifteen (15) working days after the grievance is first discussed.

Step 2 – Contract and Policy Grievance. If the grievance remains unresolved after Step 1, the aggrieved shall submit the grievance in writing to the immediate supervisor with a copy to the Superintendent within ten (10) working days from the receipt of the immediate supervisor's Step 1 response. Such written grievance shall include: (a) clear statement of the grievance and relevant facts, (b) specific identification of the specific article or portions thereof allegedly violated, (c) a clear statement of the specific remedy sought, and (d) specific identification of the affected employee(s). Such supervisor shall respond to the employee in writing within ten (10) working days from receipt of the grievance.

Step 3 – Contract and Policy Grievance. If the grievance remains unresolved after Step 2, the aggrieved shall submit the grievance in writing to the Superintendent within ten (10) working days from the receipt of the immediate supervisor's Step 2 response. The superintendent or his designee shall meet with the employee's immediate supervisor and the employee within ten (10) working days from the receipt of the grievance.

Pursuant to the hearing and a review of the correspondence and relevant facts, the Superintendent or his designee shall respond to the grievance in writing within five (5) working days of the meeting.

Step 4 – Contract and Policy Grievance. If the grievance remains unresolved after Step 3, the aggrieved shall submit the grievance set forth in Step 2 in writing to the School Board within five (5) working days from the receipt of the Superintendent’s Step 3 reply. Within five (5) working days of the receipt of the grievance the School Board will notify all persons of a hearing to be held within ten (10) days of such notice. The Board shall hear arguments, review correspondence and relevant facts of the Superintendent and the aggrieved and respond to the grievance in writing within five (5) days of the hearing. The decision of the Board on a policy grievance shall be final and binding.

Step 5 – Contract Grievance Only. If, within five (5) working days from the receipt of the School Board’s reply, a contract grievance remains unresolved, the contract grievance as set forth in writing in Step 2 may be submitted to an arbitrator with consent of the Association in accordance with the following procedures:

- (A) A list of five (5) members of the American Arbitration Association shall be requested from the State Conciliation Service and the parties shall alternately strike one name from the list until only one name remains. The Association shall strike the first name. The one remaining shall be the arbitrator.
- (B) The arbitrator shall render a written decision within thirty (30) calendar days from the date of the close of the formal hearing. The power of the arbitrator shall be limited to interpreting this Agreement and determining if the disputed article or portion thereof has been violated. The arbitrator shall have no authority to alter, modify, vacate or amend any terms of this Agreement or to substitute his judgment on a matter or condition for that of the District where the District has not negotiated and limited its authority on the matter or condition. The decision of the arbitrator within these stated limits shall be final and binding on the parties.
- (C) Expenses for the arbitrator’s services and the proceedings shall be borne equally by the parties. However, each party shall be completely responsible for all costs of preparing and presenting its own case including compensating its own representatives and witnesses. If either party desires a record of the proceedings, it shall solely bear the cost of such record.
- (D) The grievance procedure concluding in binding arbitration shall be the sole and exclusive means to resolve disputes over the interpretation and application of this contract.
- (E) Any question of arbitrability shall first be ruled on by the arbitrator selected to hear the grievance. In the event the arbitrator finds that he has no authority or power to rule in the case, the matter shall be referred back to the parties without decision or recommendation on the merits of the case.

Article 20: Professional Educator Evaluation

1. Professional educators will be provided a written copy of the evaluation process as defined in the Professional Growth and Evaluation Handbook during in-service week at the start of each school year. New professional educators will be provided with 4 hours

of training during the New Certified Day before the in-service by the district and union on information in the Professional Growth and Evaluation Handbook. Professional educators will be paid for this training.

- a. The District will comply with ORS 342.850, ORS 342.856, and the District's evaluation policy which will not be changed except by mutual agreement, including individual evaluation plans for each job category.
 - b. When the evaluation policy is up for review or change, an evaluation committee with four (4) administrative appointed representatives and four (4) Association appointed representatives. Regardless of the number, the parties intend to have equal numbers of representatives.
 - c. The evaluation committee will develop the criteria, program, and expectations of the professional educator mentor program.
2. All professional educators shall be evaluated in accordance with the District evaluation process which is outlined in the Professional Growth and Evaluation Handbook. No change in the evaluation policy or procedures shall be effective until it has been approved by the Evaluation Committee and the Board. Should the District move to electronic evaluations, professional educators shall receive hard copies of all documents. Electronic evaluations shall be afforded the same confidentiality protections as print evaluations.
3. The evaluation process will follow the dates outlined in the Professional Growth and Evaluation Handbook.
4. No professional educator will be required to sign a blank or incomplete evaluation form.
5. In the event that the professional educator feels that his evaluation was incomplete or unjust, he may put his objections in writing and have them attached to the file copy of the evaluation report to be placed in his personnel file. The professional educator may file a grievance if the process was not followed and be allowed to repeat the current evaluation cycle.
6. When evaluations identify performance deficiencies in either probationary and contract professional educators, the evaluator will move the professional educator into an appropriate improvement cycle based upon their contract status as defined in Professional Growth and Evaluation Handbook; however, no Program of Assistance will last less than forty-five (45) calendar days except as noted below. The professional educator will have an opportunity to discuss the program of assistance with the evaluator before it begins. Upon their written request, professional educators may have representation present during a program of assistance meeting.
 - a. Program of Assistance is a formal process of more intensive supervision and assistance designed to focus on needed improvements with respect to the District's performance standards. A Program of Assistance shall be implemented prior to any decision by the District to terminate employment where classroom performance standards have allegedly not been met.

- b. It is understood a Program of Assistance is initially for the improvement of instruction and is limited to District/TSPC standards for classroom performance. The deficiencies and corrections shall be written as specifically as possible.
 - c. A Program of Assistance is not to be used to discipline employees and any disciplinary action will follow the standards of due process and progressive discipline.
 - d. Nothing in this Article shall relieve a professional educator from his/her responsibility to maintain satisfactory performance levels in all areas related to effective fulfillment of teaching responsibilities, whether or not previously identified as an area of weakness.
 - e. A professional educator who is to be placed on a Program of Assistance will be notified in writing in advance with a copy to the Association.
 - f. The Program of Assistance will be developed by the evaluator with input from the employee and, at the employee's request, the Association.
 - g. All follow-up meetings with employees on Program of Assistance shall be held at the end of the student contact day unless the employee has the last period as his/her preparation time in which case it can be held during the preparation time.
 - h. All documents relating to the Program of Assistance may be removed after five (5) years upon written request of the employee and concurrence by the superintendent.
7. The use of peer assistance during programs of assistance is voluntary. No verbal or written records resulting from peer assistance will be used in any nonrenewal or dismissal hearing unless mutually agreed to by the district, the professional educator on the program of assistance, and the peer assistance professional educator.
 8. Contract and probationary professional educators will be notified in writing of non-renewals and non-extensions by March 15. Those being non-renewed or non-extended shall be notified verbally no later than March 1.
 9. The District and the SEA explicitly agree that the standards, substance, and results of evaluations are not subject to grievances or arbitrations as a Contract Grievance under Article 19 Grievance Procedure. Contract professional educator dismissals have appeal rights to the Fair Dismissal Appeals Board.

Article 21: Just Cause

1. Beginning with his/her second year of employment with the District no professional educator shall be disciplined and no contract professional educator shall be dismissed without just cause provided that the appeal of disciplinary action shall be limited to the procedures
2. A probationary professional educator who is dismissed or non-renewed may appeal such action with the procedures provided in the Accountability for Schools for the 21st Century Law and Board policy only.

3. A probationary professional educator who is disciplined (short of dismissal or nonrenewal) may appeal such action only in accordance with the Policy Grievance Procedure in Article 19 Grievance Procedure of this agreement.
4. If a professional educator believes that a meeting may lead to discipline such as reprimands or suspensions, he may request representation (except for evaluation meetings or conferences). No further investigatory action with respect to the professional educator will take place until a representative is present. In no event shall the meeting be delayed by more than twenty-four (24) hours so the representative of the professional educator's choice can be present. However, this does not diminish the District's right to reassign a professional educator until such a meeting is held.

Article 22: Complaint Procedure

Definition: A complaint is a negative remark or criticism made against an employee.

1. Procedural Requirement-Notification

Any complaint regarding a professional educator made to any member of the administration by any Board member, parent, student or other person which does or may influence the evaluation of the professional educator shall be processed according to this procedure.

- a. Professional educators shall be advised of any oral complaint only if the administration determines such is needed. Nothing in this section is intended to restrict any administrator from independently verifying information reported through this procedure. If the professional educator is not advised of the complaint within five (5) days of the time it is received, it cannot be used.
- b. A copy of any written complaint shall be provided to the professional educator within ten days of receipt of such complaint, subject to the open records law.

2. Meetings

- a. Whenever agreeable and feasible, the principal shall attempt to arrange a meeting between the complaining party and the professional educator to discuss the matter. If the complaint is not resolved as a result of this first meeting, or if no meeting is held, the principal and professional educator shall meet to attempt to resolve the matter.
- b. Any complaint which the administration chooses not to discuss with the professional educator or refer to any outside agency or third party shall not be considered in the professional educator's evaluation and shall not be used against the professional educator in any subsequent action by the District.

3. Right to Representation

The professional educator shall have the right to be represented by a representative at any meetings or conferences regarding such complaint.

4. Nothing in this Article shall be construed so as to prevent the District from reporting suspected criminal activity to the proper authorities.

5. The provisions of this Article apply only to formal complaints among members.
6. The provisions of this Article do not apply to allegations of discrimination or harassment filed in accordance with the grievance procedures set forth in District policy governing the applicable.

Article 23: Reduction in Force

1. Notice: When the Board, in its discretion, determines that a reduction in force is necessary, it shall notify the affected professional educators, if any, and the Association as soon as possible. Such notice shall include the reasons for the reduction and the proposed timelines. If grieved, the reasons for the layoff and/or the proposed timelines will be treated as a policy grievance only.
2. Lay-Off Criteria and Definitions
 - A. The District shall follow the guidelines in ORS 342.934 (2) to determine layoffs except as modified below.
 - B. When determining professional educators to be retained, the District shall consider licensure, seniority, and competence.
 - C. Licensure means the professional educator has the proper T.S.P.C. license to fill the remaining positions. N.T.E. endorsements will count only if the professional educator taught in the endorsement area in the District in the last ten (10) years.
 1. A professional educator shall be considered licensed if he/she meets the requirements/qualifications established by the Oregon Department of Education (ODE) and the Professional educator Standards and Practices Commission (TSPC) or appropriate licensing board.
 - D. Seniority means length of service in the District from the first day of contracted work. Seniority does not accrue, but is not broken during an approved unpaid leave of absence. When multiple professional educators begin the same day, seniority is determined by lot and the time of hire.
 - E. Competence means:
 - 1) A professional educator (including specialists) has taught in the District in the subject area, grade level, or school level (K-8 or 9-12), within the last ten (10) years;
 - 2) A professional educator is not on a program of assistance on the date the layoff is announced to the Association; and/or
 - 3) A professional educator who is licensed or has an endorsement for a position but has not taught in the subject area, grade level, or school level (K-8 or 9-12) in the last ten (10) years of the date the layoff is announced to the Association and is willing to take and complete additional training and/or education as determined by the District. Costs for the additional training and/or education will be covered under Article 30 Tuition Reimbursement of this agreement.

- 4) A professional educator who has not received three (3) “basic” ratings on the most recent performance evaluation, or a professional educator who has not received two (2) “does not meet” ratings on the most recent performance evaluation, or a professional educator who has not received a combination of one (1) “basic” and (1) “does not meet” ratings on the most recent performance evaluation.

3. Recall

Members who are laid off shall be eligible for recall up to 27 months under the following conditions:

- A. A recall will be initiated as soon as possible after the resolution of the reason for the layoff.
- B. Professional educators will be recalled in reverse order of layoff. At the District's discretion, professional educators who were on a program of assistance at the time of layoff will be placed on a plan upon their return.
- C. No vacancy in a bargaining unit position shall be filled until all laid-off members have been offered recall to positions for which they qualify. However, a professional educator who is licensed or has an endorsement for a position but had not taught in the subject area, grade level, or school level (K-8 or 9-12) in the last ten (10) years of the date the layoff was announced to the Association must be willing to take and complete additional training and/or education as determined by the District. Costs for the additional training and/or education will be covered under Article 30 Tuition Reimbursement of this Agreement.
- D. All rights and benefits, including seniority, to which a professional educator was entitled at the time of lay-off will be restored upon recall to employment, and he will be placed on the same step of the salary schedule as when the layoff occurred. However, a professional educator will be granted a step of experience if he taught 135 days or more under a contract during the school year in which he was laid off.
- E. In the event of a recall, the District shall notify a professional educator of recall by personal phone contact or registered letter at the last address given to the District by the professional educator. The professional educator shall have 14 calendar days from the date the personal phone contact was made or the letter was mailed to notify the District of his intent to return. The professional educator must be able to return to work within 60 calendar days of his notification to the District. Failure to respond to the District within 14 calendar days or return to work within 60 calendar days terminates the professional educator's right to recall.

4. Closure

The employment relations between the bargaining unit members and the District shall continue during the period of school closure. During such a school closure the District acknowledges that bargaining unit members are temporarily laid-off rather than dismissed or non-renewed because of a budget failure during the period of any such

school closure, and agrees to recall, pursuant to the lay-off and recall paragraph, members to duty upon obtaining funds sufficient to continue operation, except for programs and personnel terminated during closure. For programs and personnel terminated during closure, the District shall reduce staff in accord with Sections 2 and 3 above.

5. Grievances

Grievances over layoff or recall shall be subject to the contract grievance procedure contained in this contract, including binding arbitration; however, the reasons for the layoff and/or the proposed timelines will be treated as a policy grievance only.

6. Seniority List

At least annually, the District agrees to provide the Association with a list of all certified employees, including their dates of hire and areas of licensure.

Article 24: Personnel Files

1. Personnel files shall be confidentiality in accordance with ORS 342.850 (8). A professional educator and/or his designated representative may inspect his personnel file. There shall be one official personnel file at a designated site. A professional educator may make a copy of his personnel files at his own cost.
2. A professional educator shall be provided a copy of all items placed in his personnel file. A professional educator will acknowledge that he has had the opportunity to review such material by affixing his signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents. The professional educator may attach a statement of rebuttal to any document placed in the file.
3. Personnel files shall be kept confidential. Should the District move to electronic files, it shall maintain the same confidentiality as with hard copy files.

Article 25: Salaries

1. The index shown in Appendix B (3.50% squared index) shall remain in effect during the term of this Agreement.
 - a. The 2021-2022 salary schedule shall be implemented as listed in Schedule B-1 and shall represent a five and a half percent (5.50%) increase over the 2020-2021 salary schedule.
 - b. The 2022-2023 salary schedule shall represent a four percent (4.00%) increase over the 2021-2022 salary schedule.
 - c. The 2023-2024 salary schedule shall represent a three and a half percent (3.50%) increase over the 2022-2023 salary schedule.
 - d. As compared to the previous status quo instructional day, up to 15 minutes of student contact, instructional time will be added within the 8 hour work day beginning with the 2021-2022 school year.

2. Step increases indicating years of teaching experience shall be awarded for those eligible. A professional educator must work for at least 135 days in a given year (between the dates of in-service week and the last day of school for that school year) in accordance with PERS criteria for a year of service to be eligible for a step advancement. Professional educators eligible to move to a different pay column based upon continuing education credits shall be moved to the proper column reflecting the professional educator's current educational status. Column moves on the salary schedule recognizing continuing education shall be awarded during the duration of this contract.
3. The District shall "pick-up", assume, and pay the 6% employee contribution required by ORS 238.200 and section 32 of HB2020. The full amount of required employee contributions/payments "picked-up" or paid by the District on behalf of employees pursuant to this Section (B2) shall be considered as "salary" within the meaning of ORS 237.005 (20) and Section 1(16)(b)(F) of HB2020 with respect to PERS/OPSRP for the purposes of determining an employee member's "final average salary" within the meaning of ORS 237.005 (8) and Section 10 of HB2020, but shall not be considered as "salary" for the purposes of determining the amount of employee contributions required to be contributed pursuant to ORS 237.071. Any amount picked up shall be considered to be employee contributions for all purposes under Chapter 238 and HB2020. Pursuant to Section 34 (1) and Section 34(2) (a) of HB2020, 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.
4. Employees that are working back into their PERS retirement period are responsible for tracking any total annual hours limitations as stated in the PERS guidelines for working after retirement.
5. As part of the overall compensation package, certified staff are allowed free personal/individual admission into regular school events that charge an entrance or admission fee when presenting their staff identification at the gate or ticket booth. OSAA play-off events are not a regular school event and are subject to the fees as set by the OSAA for those events.

Article 26: Extra Duty Assignments

1. The pay schedules for all the District extra duty assignments are found attached to this article as schedules A, B, C, D & E.
2. The District retains the sole authority to determine the positions and the right to appoint, retain, or terminate the personnel assigned to the positions listed in this article at will.
3. Compensation for all bargaining unit members who perform contract extra duty shall be determined by the extra duty schedule.
4. Each contract duty person shall have the right to choose to be paid in twelve equal monthly payments or in one lump sum following completion of the extended responsibility. Extra duty assignments will be prorated for those professional educators that are on protected leave (FMLA/OFLA) as there is not expectation or requirement of

**When program numbers support the need for a second coach*

<u>Program & Position</u>	<u>Years of Same Sport Coaching Experience</u>		
	<u>0-2 Years</u>	<u>3-5 Years</u>	<u>Over 5 Years</u>
<u>Volleyball</u>			
HS Head Coach	\$5,000	\$5,800	\$7,000
HS Asst./JV Coach	\$3,800	\$5,000	\$5,800
MS Head Coach 7 th & 8 th Grade	\$2,500	\$3,300	\$4,100
MS Asst. Coach*	\$1,700	\$2,500	\$3,300
<i>*When program numbers support the need for a second team at grade level</i>			
<u>Basketball - Boys</u>			
HS Head Coach	\$5,000	\$5,800	\$7,000
HS Asst./JV Coach	\$3,800	\$5,000	\$5,800
MS Head Coach 7 th & 8 th Grade	\$2,500	\$3,300	\$4,100
MS Asst. Coach*	\$1,700	\$2,500	\$3,300
<i>*If program numbers support the need for a second team at grade level</i>			
<u>Basketball - Girls</u>			
HS Head Coach	\$5,000	\$5,800	\$7,000
HS Asst./JV Coach	\$3,800	\$5,000	\$5,800
MS Head Coach 7 th & 8 th Grade	\$2,500	\$3,300	\$4,100
MS Asst. Coach*	\$1,700	\$2,500	\$3,300
<i>*If program numbers support the need for a second team at grade level</i>			
<u>Wrestling</u>			
HS Head Coach	\$5,000	\$5,800	\$7,000
HS Asst. Coach	\$3,800	\$5,000	\$5,800
MS Head Coach	\$2,500	\$3,300	\$4,100
MS Asst. Coach	\$1,700	\$2,500	\$3,300
<i>*If program numbers support the need for a second coach</i>			
<u>Track & Field</u>			
HS Head Coach	\$5,000	\$5,800	\$7,000
HS Asst. Coach	\$3,800	\$5,000	\$5,800
MS Head Coach	\$2,500	\$3,300	\$4,100
MS Asst. Coach	\$1,700	\$2,500	\$3,300
<u>Baseball</u>			
HS Head Coach	\$5,000	\$5,800	\$7,000
HS Asst./JV Coach	\$3,800	\$5,000	\$5,800

<u>Program & Position</u>	<u>Years of Same Sport Coaching Experience</u>		
	<u>0-2 Years</u>	<u>3-5 Years</u>	<u>Over 5 Years</u>
<u>Softball</u>			
HS Head Coach	\$5,000	\$5,800	\$7,000
HS Asst./JV Coach	\$3,800	\$5,000	\$5,800
<u>Soccer</u>			
HS Head Coach	\$5,000	\$5,800	\$7,000
HS Asst./JV Coach	\$3,800	\$5,000	\$5,800
<u>Golf</u>			
HS Head Coach	\$4,000	\$5,250	\$7,000
HS Asst./JV Coach	\$2,500	\$3,300	\$4,100
<u>Fall Cheer Coach</u>			
	\$3,750	\$4,750	\$5,750
<u>Winter Cheer Coach</u>			
	\$3,750	\$4,750	\$5,750

B. Extra Duty Assignments – District

Music Director: Instrumental	High School	\$6,250
	Middle School	\$2,500
Music Director: Vocal	High School	\$2,200
	Middle School	\$1,250
Athletic Director	High School	\$12,000
	Middle School	\$10,000

<u>Program & Position</u>	<u>Years of Same Sport Coaching Experience</u>		
	<u>0-2 Years</u>	<u>3-5 Years</u>	<u>5+Years</u>
<u>Oregon High School Clay Target League</u>			
HS/MS Head Coach – Annual	\$5,000	\$5,800	\$7,000
HS/MS Asst. Coach – Annual*	\$3,800	\$5,000	\$5,800
<i>*If program numbers support the need for a second coach</i>			

Teacher on Special Assignment – Communications Director \$4,750

Fall Activity Coordinator \$2,200

Winter Activity Coordinator \$2,200

Spring Activity Coordinator \$2,200

Mentor of Professional Educators: \$1,000 per year

C. Extra Duty Assignments – High School

1. Event Management: Workers such as ticket sellers, tickets takers, gate supervisors, contest managers, event coordinators, et. al., shall be paid \$30 per contest or event shift given that such funds are available and are hired at the discretion of the Board. In the event that funds are not available, workers can elect to volunteer without compensation.
2. Game Officials: Workers such as chain crews, line judges, timers, scoreboard operators, scorekeepers, announcers, statistics, camera operators, et. al., shall be compensated up to \$30 per contest or event shift given that such funds are available and are hired at the discretion of the Board. In the event that funds are not available, workers can elect to volunteer without compensation.
3. Prom Advisor \$1,250
4. Drama/Musical Productions \$2,500 per production
5. Yearbook \$3,000
6. Knowledge Bowl Advisor \$1,250
7. Electric Car/Auto Competitions \$1,250
8. High School Department Chair \$1,250
9. Competitive – Culinary Arts or other Career Technical Education program*
*minimum of 3 events per year required \$1,250
10. Extra, Co-Curricular, Student Club# assignment \$1,250

#Assignment must be a directive of an Administrator and include a minimum of 3 events or competitions during the school year in which the events or competitions are scheduled beyond the contracted work day (Such as: Forensics, Skills USA, Career Technical Education competition events, OBOB – Oregon Battle of the Books for HS, etc.) and maintain a minimum viable student population.
11. Leadership \$1,250
12. TAG 9-12 Building Lead \$1,250
13. Robotic Coach/ROV Paid at hourly rate for events/competitions
14. PBIS \$1,250

D. Extra Duty Assignments – Middle School

1. Event Management: Workers such as ticket sellers, tickets takers, gate supervisors, contest managers, event coordinators, et. al., shall be paid \$30 per contest or event shift given that such funds are available and are hired at the discretion of the Board. In the event that funds are not available, workers can elect to volunteer without compensation.

2. Game Officials: Workers such as chain crews, line judges, timers, scoreboard operators, scorekeepers, announcers, statistics, camera operators, et. al., shall be compensated up to \$30 per contest or event shift given that such funds are available and are hired at the discretion of the Board. In the event that funds are not available, workers can elect to volunteer without compensation.
3. PBIS \$1,250
4. Yearbook/Memory book \$1,250
Newspaper Advisor \$1,250
5. TAG (6-8) Building Lead \$1,250
6. Outdoor Education – For preparation for activities
Director \$3,500
Assistant \$2,200
7. Drama/Musical Productions \$2,500 per production
8. Leadership \$1,250
9. Middle School Grade Level
Lead Professional Educator \$1,250
10. Robotics Coach/ROV paid at hourly rate for events/competitions
11. Extra, Co-Curricular, Student Club# assignment \$1,250

#Assignment must be a directive of an Administrator and include a minimum of 3 events or competitions during the school year in which the events or competitions are scheduled beyond the contracted work day (Such as: OBOB – Oregon Battle of the Books for MS, etc.) and maintain a minimum viable student population.

E. Extra Duty Assignments – Elementary & Primary Schools

1. Grade Level Lead Professional Educator \$1,250
2. Extra, Co-Curricular, Student Club# assignment \$1,250

#Assignment must be a directive of an Administrator and include a minimum of 3 events or competitions during the school year in which the events or competitions are scheduled beyond the contracted work day (Such as: OBOB – Oregon Battle of the Books for Elementary, etc.) and maintain a minimum viable student population.
3. Outdoor Adventures – For Preparation for activities \$1,250
4. PBIS Committee Chair \$3,000
5. TAG K-5 Building Lead \$1,800

Article 27: Placement/Payroll

1. Professional educators entering the system beginning with the 2018-2019 contract year shall be given full credit for the first ten years of teaching in any public school or any Oregon private or independent charter school. Two half-years are equal to one full year of teaching. A maximum of ten years teaching experience may be allowed. The Board reserves the right to exceed the normal ten-year allowable experience credit for professional educators new to the District when, upon recommendation of the Superintendent and because of extenuating circumstances, such action shall be deemed to be in the best interests of the District. However, under no circumstances will an employee be granted more than their actual years of service
2. If a regular pay date during the school term falls on a day when school is not in session, professional educators shall receive pay on the last day of school session.
3. Any balance in the Board's contractual salary, due a professional educator, shall be paid by July 31 of each year pending monthly draws.
4. Salary advance may be made in the following manner:
 - A. A salary advance of \$1000 before taxes may be made after a professional educator has worked three weeks with the check to be cut at the mid-September payroll date. The payroll clerk shall have been notified within five days after commencing the annual school calendar.
 - B. In addition to the regular pay a salary advance equal to 90% of one full month's pay may be made in each December and April. The 10% of one full month's pay held will be used to pay incurred voluntary employee liabilities (Aflac, American Fidelity, etc.) Any amount not used for incurred liabilities will be paid with the employee's final paycheck. The payroll clerk shall have been notified in writing on the appropriate District form on/or before the 10th of December or April.
 - C. Professional educators are responsible for delivering their salary advance requests to the payroll clerk by the due date.
5. For advancement across the salary schedule, professional educators must notify the business office of their intention of advancement for the ensuing year on/or before March 15th. A special form will be provided at the business office.
 - A. Hours will be calculated from the date the Bachelors or Masters is earned.
 - B. Advancement to columns beyond the M/B + 60 will require a planned program approved by the District. Planned Program Advancement Request forms may be obtained from the district website.
 - C. National Board Certification – In the year a professional educator achieves a National Board Certification, they can apply for salary advancement of either one column or one step for the next year.
6. Subject to the provisions of Sections 2, 3, and 4 of this Article, each professional educator shall be paid on the basis of twelve (12) equal payments.

7. The awarding of annual step increases at the beginning of the school year shall be contingent upon at least 135 days of teaching the previous year and the satisfactory work performance as determined by the evaluation process. A contract professional educator who has received three (3) "basic" ratings on the most recent performance evaluation, or a contract professional educator who has received two (2) "does not meet" ratings on the most recent performance evaluation, or a contract professional educator who has received a combination of one (1) "basic" and (1) "does not meet" ratings on the most recent performance evaluation shall not receive a step increase for the next year. Probationary professional educators will be awarded step increases unless they have been put on a plan of assistance the previous school year.
8. CAREER AND TECHNICAL EDUCATION LICENSED PROFESSIONAL EDUCATORS / PROFESSIONAL EDUCATORS: When a career and technical education licensed unit member is hired by the District, the following formula will be used to determine placement on the salary schedule.
 - A. Seven years of acceptable training and experience in his or her skill area will place the unit member on Step 1 of the Bachelor's column (B). One additional level will be granted for each year of acceptable trade experience, up to the contractual limits of Article 27, Item 1.
 - B. For ten years of acceptable training and experience, the unit member will be placed at Step 2 of the Bachelor's+45 column (B+45). One additional level will be granted for each additional year of acceptable trade experience, up to the contractual limits of Article 27, Item 1.
 - C. Persons with the above qualifications who also possess a related Bachelor's degree would be given two additional steps on the salary schedule, in addition to the contractual limits of Article 27, Item 1.
9. For advancement across the pay scale for Career Technical Education professional educators / professional educators when college credit units are not available for professional development opportunities that may not lead to advancement in a related college degree program, 25 seminar clock hours will be equivalent to 1 quarter credit hour of college course work.
10. For advancement across the pay scale, professional educators may complete National Education Association Micro-Credential Badges as documented by graduate credits on a transcript from a sponsoring university. The pay scale is based upon Oregon university quarter credits; semester credits are equal to one and a half quarter credits.
11. For professional educators that are working back after retirement, their placement will be consistent with District Policy GCPC / GDPC-AR.

Article 28: Dues and Payroll Deductions

1. Upon appropriate written request from the professional educator, the District shall deduct from the salary of the professional educator, and make appropriate remittance for those items presently incorporated under the payroll plan.

2. The District shall continue to itemize pay and payroll deductions. If the local institution allows, employees may have their pay automatically deposited into the institution(s) of their choice.
3. The Association agrees to indemnify and save the Board, all administrators, and District agents, harmless against any and all claims, demands, costs, suits or other forms of liability and all court costs that may arise out of, or by reason of, action taken by the District for the purpose of complying with this Article.
4. Dues proration is set to 10 months, not 12, to calculate balance of contract settlements at the end of the year. The early draw and summer checks are not part of the dues distribution calculation across the year.

Article 29: Insurance

1. An insurance committee composed of District, Certified, and Classified Association Representatives will meet annually to recommend the selected OEGB insurance plans by July 1, for adoption by the School Board.
2. Coverage for the above insurance benefits shall be twelve (12) consecutive months. Employees who terminate at the end of the school year will have their coverage continued until September 30 or until new coverage with another employer becomes effective, whichever comes first. The medical, dental, and vision programs shall provide full family coverage as an option. The life insurance shall be for \$20,000 with AD&D for employee only. Employee only disability benefits shall be at 2/3 of the employee's monthly gross salary and shall commence on the 91st day of absence from duty.
3. For employees laid-off under the provisions of this Agreement, the District shall continue to provide all insurance benefits in Section 1 above for 30 days from the date of layoff.
4. Employees on leaves of absence granted by the Board shall be allowed to remain in the group insurance programs except for Disability by paying any premium costs themselves.
5. For each eligible full-time and part-time (one-half time or more) professional educator who was employed by the District in this capacity for the 2000-2001 school year, the District will contribute the following amounts on a monthly basis for the insurance coverage listed in Sections 1 and 2. All professional educators who are hired for a one-half time or more but less than full time position commencing with 2001-2002 school year shall have their benefits pro-rated based on the percentage of time worked.
 - a. The District monthly contribution for October 1, 2021 through September 30, 2022 shall be the rate of \$1,175 per month per full-time (1.0 F.T.E) eligible member.
 - b. The District monthly contribution for October 1, 2022 through September 30, 2023 shall be the rate of \$1,200 per month per full-time (1.0 FTE) eligible member.
 - c. The District monthly contribution for October 1, 2023 through September 30, 2024 shall be \$1,225 per month per full-time (1.0 FTE) eligible member.

6. The District and the Association shall create and administer an insurance pool in the following manner:
 - a. If any members monthly premium is less than the District monthly insurance contribution, the difference between the premium and the District's monthly contribution will be placed in an insurance pool. The specific monthly contributions from the family plan monthly premiums will be set by the President and Vice President of the Association along with a District representative by September 15st of that school year. Once the insurance pool distribution is determined in September, the overage distribution will not be recalculated in that contract year, regardless of changes in the number of employees or plan selection during the year.
 - b. If the total cost for all the Association's insurance coverage (actual amount spent on all members of the bargaining unit as a whole) is less than the annual District contribution, (total FTE of the membership eligible for insurance multiplied by the monthly insurance cap, and then multiplied by twelve) after the Associations' pool allocations are made, those funds will be held in the insurance pool to offset future insurance costs.
 - c. Provisions set forth in Section 6(a) shall not apply for members choosing an HSA (Health Savings Account) qualified insurance plan. Insurance pool contribution for such members shall be the remainder from the monthly insurance contribution minus the cost of the insurance plan chosen by the member, minus the \$260 HSA benefit per Section 5(b). Any funds remaining from the monthly insurance contribution after the cost for the insurance premium and the \$260 HSA benefit have been deducted shall be included in the insurance pool.

The Association can elect to increase its out-of-pocket premium costs to hold over funds to supplement the insurance pool fund.

7. Any member with a 1.0 FTE choosing an HSA eligible insurance plan will receive a maximum of \$260 each month into that member's HSA. (Members who choose an HSA insurance plan whose contract is less than 1.0 FTE will receive a proportional amount of this benefit based upon their FTE status.) Any member who has chosen an HSA eligible plan whose premium exceeds the District's monthly insurance contributions will still receive this monthly payment, consistent with that members FTE status.
 - a. When the total of a member's insurance premiums and/or HSA contributions fall below the District's monthly insurance contribution, the remaining funds will be applied equally to other members electing coverage's exceeding the District's monthly contribution.
 - b. The President and Vice-President of the Association, and a District Office representative will work together to determine the equal distribution of the funds available to be distributed to those members whose insurance plans premiums exceeds the District's monthly contribution.
 - c. If the total cost for all the Association's insurance coverage's is less than the annual District contribution, these funds will be held in an insurance pool to offset future insurance costs. The Association can elect to increase its out-of-pocket premium costs to hold over funds to supplement the insurance pool funds.

8. When the monthly insurance premium exceeds the amount the Association has determined as the single, two-party, or family premium ceilings, the excess premium costs will be deducted from the member's pre-tax payroll.
9. Insurance coverage ends on the last day of the month when a professional educator separates from the district prior to the end of the contract cycle is not prorated within that month. The calculation of total insurance benefits for balance of contract settlement is calculated as a portion of the total contractual work days (185) during the school year.
10. When a professional educator does not complete a full school year or contract cycle, insurance benefits will be prorated to reflect the percentage of the contract that was completed.
11. During leaves of absence, professional educators are allowed to remain in the group insurance programs, except for disability, by paying any premium costs themselves unless continuation of insurance coverage paid by the District is required by law. Those members on an unpaid leave of absence are eligible for COBRA insurance coverage unless continuation of insurance coverage paid by the District is required by law.

Article 30: Tuition Reimbursement

1. A tuition reimbursement fund shall be provided by the District in the amount of \$35,000 in 2021-2022 and increase at a rate of 2.5% for each subsequent year of the contract.
2. The determination of disbursement, number of credits, shall be made by the tuition reimbursement committee based on the per credit hour rate at the University of Oregon.
3. To be eligible for tuition reimbursement, a professional educator must:
 - A. Have been employed in the Siuslaw School District for the previous year and during the current year.
 - B. Submit a tuition reimbursement form provided by the SEA indicating the course(s) or workshop(s) completed:
 - D. Submit official verification (college) that the course(s) or workshop(s) have been completed satisfactorily, and an itemized fee receipt or cancelled check;
 - E. The district pays for tuition and/or course related fees only, but not for college health center, recreation or activity fees;
 - F. All forms must be delivered to the building representative on or before 4:00 P.M. on the first Monday in November.
4. All courses must:
 - A. Have been completed within a twelve month period prior to the filing date;
 - B. Apply toward a planned program. A planned program is defined as courses that would apply toward gaining a standard license, a master's degree, or would result in increased proficiency in the teaching field.

5. All workshops must:
 - A. Have been completed within a twelve month period prior to the filing date;
 - B. Apply toward the professional educator's performance or building goals.
 - C. Be pre-approved by the professional educator's principal before the workshop is taken.
6. All courses/workshops shall be reimbursed at actual costs of tuition and/or fees. Tuition shall not exceed the per credit cost established by the University of Oregon. If the reimbursement requests exceed the monies in the reimbursement fund, the amount of the money paid shall be prorated.
7. Applicants for reimbursement who have received grants in aid from other sources shall so indicate on the reimbursement form. The amount of aid shall be subtracted from the amount qualifying for reimbursement, with the balance, if any, being paid to the professional educator. No individual professional educator shall be allowed to receive reimbursement for more than fifteen quarter hours or ten (10) semester hours per year. For any administrative credits, a professional educator shall be allowed to receive reimbursement for no more than 8 quarter hours or 5 semester hours per year.
8. Reimbursement shall be made in an expense check issued within sixty days of the October filing deadline.
9. The District and Association will collaborate on seeking grants for staff development and continuing licensing requirements.

Article 31: Extended Contracts/Curriculum work

1. Contracts will be paid at the hourly rate of the employee's contracted salary for the fiscal year in which the work is performed for direct instruction outside of the regular classroom assignment (tutoring, summer school, regular class coverage).
2. Extra duty, after-school programs are paid at the professional educator's regular rate of pay for that contract year. The rate at the beginning of the program will be maintained throughout the program if it overlaps a contract or fiscal year.
3. Curriculum rate is paid for curriculum development and other work where the instruction of students is not provided as part of the project or assignment.
4. For professional educators that have accepted a tutoring assignment for students that are on an alternative placement (outside the regular school setting), professional educators will be paid for a 1 hour maximum when a student misses a scheduled appointment or 'no-shows' to a pre-arranged tutoring session.

Article 32: Reimbursement for Travel Expense

1. Professional educators using personal cars for field trips or other business of the District, if such use of personal cars for school business is approved by the Superintendent shall be reimbursed for mileage. Professional educators shall have the right to use the district vehicle to transport students if the vehicle is available.

2. The rate of reimbursement shall be the rate allowed by the Internal Revenue Service upon the date of public announcement (no retroactivity).

Article 33: Sick Leave/Family Illness

1. For the purposes of Sick Leave and Family Illness, all family members are defined in Article 41 of this contract.
2. "Sick Leave" means absence from duty for illness, injury, or for preventive medical care.
3. Each full-time employee shall be granted ten full days of sick leave (earned one per month in accordance with Oregon law) each fiscal year with full pay. The total of 10 days of sick leave, or prorated portion based upon FTE, is frontloaded at the beginning of the year to employee leave banks.
 - a. Part-time employees shall receive prorated benefits as percentage of their full time equivalent status.
 - b. Employees that are hired after the start of in-service week shall have sick leave awarded in prorated manner that reflect the percentage of the year they are to complete.
4. When a professional educator does not complete a full school year or contract cycle, sick leave benefits will be prorated to reflect the percentage of the contract that was completed. If all sick leave benefits have been exhausted at the time of separation from the district, any reclamation of excessive sick leave use will be deducted from their final balance of contract check.

Such deductions shall not occur in extenuating circumstances such as serious illness/disability or spousal transfer out of reasonable distance to travel to the District.
5. Each employee may use earned sick leave for family illness. The family illness leave will be subtracted from earned sick leave. Family illness leave is not accumulative.
6. Sick leave accrual shall be unlimited in accordance with Oregon law.
7. Sick leave accumulated in other Oregon districts may be transferred in accordance with Oregon law.

Transferred sick leave from other districts or state agencies is at state limits, in their first year with the school district no more than 20 days of transferred sick leave may be used in addition to their initial sick leave allocation for that year.
8. Anytime a professional educator is gone from his/her job during working hours for less than a full-day, the professional educator will be charged a minimum of one-quarter day of sick leave. If a paid substitute is required, sick leave may only be taken in half-day or full-day increments.
9. All sick leave must be entered into the Frontline/AESOP absence management system in a timely manner and list the family member in accordance with the family member definitions of this contract.

10. Worker's Compensation as well as sick leave, is designated to allow the employee to continue to receive compensation, but shall not duplicate pay due to injury. Therefore, as long as an employee is receiving a check from the District and Worker's compensation, the injured employee shall report his income to the Deputy Clerk and a like amount shall be deducted from his check. Payment received from Worker's Compensation due to a permanent disability need not be reported, nor is money received in the summer after the professional educator's contract has been completed subject to reduction.
11. Unused sick leave shall not be compensated upon termination except as reported to PERS upon retirement of an employee.
12. The period of actual physical incapacity related to childbirth as designated by the attending physician is recognized as a personal illness.
13. The District may require a doctor's certification of illness or injury for sick leave taken in excess of three consecutive days.
14. Sick Leave Supplement: When a certified employee exhausts his/her sick leave due to unanticipated illness or injury and the employee is not eligible for salary replacement benefits (either on a full or partial basis) through another source, such as Workers' Compensation, disability insurance, PERS benefits, or Social Security, the Association may request the following:
 - a. Request the Association leadership group to ask for sick leave donation from members of the bargaining unit. It is not the obligation of the district to coordinate supplemental sick leave donations for association members.
 - b. It is understood the donation is voluntary and minimum of four hours and a maximum of eight hours may be donated for any occurrence.
 - c. An additional donation may be made if all donated hours are exhausted before the employee qualifies for other benefits. Sick leave supplemental donations must be received by the district office prior to the processing of payroll in any given month for employees to receive credit for donated leave.
 - d. The donated hours will be used in the order in which they were contributed and any hours not used will be credited back to the donor. When a professional educator returns to work, any unused donated sick leave will be credited back to the donor. Donated hours are not cumulative and do not contribute to the employee's leave bank for future use. An email notice will inform donors if their contribution was used or credited back.
 - e. No sick leave bank is intended or established by the terms of this Agreement.
 - f. It is understood that once an employee agrees to make a donation, that decision is final for this occurrence.
 - g. Any Association grievance arising out of the implementation or the provisions of Section 11 shall render the provisions of this Section null and void.

- h. Maternity/paternity leave and well infant/child care appointments do not constitute an illness or injury regarding the sick leave supplement and do not qualify for this supplement.
14. FMLA/OFLA beyond the protected limits or unpaid leave where professional educators are not in the classroom or performing their primary duties for at least 135 days in a school year are not eligible for salary/step advancement in the next school year, as noted in Article 25, Item 1, b, sub 2 – Salaries.

Article 34: Unpaid Sabbatical Leave

1. A minimum of five years of experience within the District shall be required; however, an employee with special certification needs may apply after three years of experience within the District.
2. An employee on sabbatical leave will not forfeit any of the following:
 - A. Accumulated sick leave;
 - B. COBRA benefits (insurance programs) at employee expense;
 - C. Increment step;
 - D. Tuition reimbursement as per said policy;
 - E. Seniority; seniority does not accrue but is unbroken during the leave.
3. A certificated employee will be eligible for another term or terms of sabbatical leave after five more years of service to the District.
4. The Board-Professional Educator Council, consisting of three SEA appointed professional educators, three appointed Board members and one appointed principal, shall have the responsibility for administering the sabbatical leave program as follows:
 - A. It shall make recommendations to the Board for sabbatical leave.
 - B. It shall notify applicants of approval or rejection within forty-five school days after they submit their applications;
 - C. It shall receive and consider appeals from applicants previously denied leaves by the Council.
5. Applications for leave shall be secured and must be filed in duplicate in the office of the Superintendent ninety days prior to the proposed leave.
 - A. An affidavit will be signed by the applicant promising to return to the District and to work three times the amount of time taken for the sabbatical leave. A one (1) term sabbatical leave would require one more year of service to the District.
 - B. If a professional educator's circumstances necessitate modification or termination of the service requirement or if a professional educator requests a waiver of the service requirement, the Board-Professional Educator Council will review the

situation and make a determination regarding the professional educator's obligation.

- C. The number of applications approved in the first year shall not exceed one professional educator. The second and third years – two professional educators.
- D. Staff members on leave shall not hold any other remunerative positions unless such position has been approved by the Board-Professional Educator Council.
- E. A staff member on sabbatical leave must be enrolled for not less than twelve graduate hours, or the corresponding semester basis. Exceptions to the above must be approved by the Board-Professional Educator Council.
- F. If evidence has been obtained that a professional educator on sabbatical leave is not fulfilling the purpose for which the leave was granted, he shall be reported to the Board-Professional Educator Council and the Council may terminate the sabbatical leave. The professional educator shall be given an opportunity to be heard by the Council regarding the abuse.
- G. A staff member on sabbatical leave shall be reassigned a similar position in the District upon his return from the sabbatical. If, however, layoffs have occurred, then the provisions of the layoff and recall article are controlling.
- H. If a professional educator resigns during the sabbatical period, the District, at its discretion, may stop any and all benefits in subsection 2 of this article. If a professional educator resigns before the service requirement is met, the District, at its discretion, may take any action it deems appropriate, including notice to the Professional Educators Standards and Practices Commission of the violation of the service agreement.

Article 35: Noncumulative Leaves

- 1. Professional educator shall be entitled to the following temporary non-accumulated leaves of absences each school year.
 - A. Personal Leave
 - 1. Personal leave is calculated as an average of 3/10 of a day per month per full time employee over the course of the year, and the annual award of 3 days of personal leave is front-loaded to employee leave banks at the beginning of the school year. Part-time employees are awarded personal leave as a fraction of their FTE status.
 - 2. Up to three paid personal days shall be granted per full time professional educator to take care of personal affairs that can only be accomplished when school is in session. Personal leave is awarded to employees that are less than full time equivalent in a prorated manner that is equivalent to their FTE status.
 - 3. Request for personal leave shall be made in the Frontline/AESOP absence management system and submitted to the building administrator

at least twenty four hours before taking such leave except in the cases of emergency.

4. Personal leave shall not be used to engage in other employment or to extend a holiday or vacation, and can only be taken if a substitute is available.
5. The designated form shall include a statement executed by the professional educator stating that they are taking this leave in accordance with this section.
6. Personal leave can only be taken in half-day and full-day increments.
7. Within the scope of the conditions and stipulations set forth above, professional educators have the right to take the three (3) personal leave days. Nevertheless, if at the end of a school year a professional educator has not used any of the three (3) personal leave days, that professional educator will be paid an additional \$150 per day; if only one (1) personal leave day has been used during the school year, the professional educator will be paid an additional \$100 per day. Any part of a day used shall be considered as a whole day for purposes of remuneration under this provision. Part-time employees will be compensated for unused personal days as a function of the FTE status.
8. Excessive use of Personal Leave may be reclaimed by the district when a professional educator does not complete a full contract cycle when the balance of contract check is issued, in line with the employee's FTE status.

B. Bereavement Leave

Five days of leave shall be granted in case of death in a professional educator's family as defined in Article 41 of this contract. Additionally, up to five more days may be taken in accordance with Oregon law except that the professional educator shall be charged the regular substitute's rate of pay for the days in excess of five.

Additional days of unpaid leave to attend funerals for people outside of the family member definition may be approved as per the other stipulations regarding unpaid leave in this contract and must be documented through a request on an OFLA form.

C. Professional Leave

Professional leave with or without pay may be authorized by the District for attending educational conferences or for other purposes related to professional educator's assignments. If attendance is required by the District, expenses will be paid by the District according to established policy.

D. Jury Duty Leave

Professional educators called for jury duty will be expected to serve in the summer if this can be arranged. If duty should be required during the school year, duty pay, with exception of travel expense, shall be returned to the District.

E. Temporary Military Leave

A professional educator with six months service with the District who is a member of the National Guard or a reserve component of the Armed Forces of the United States is entitled to a leave of absence for a period not to exceed fifteen calendar days. Such leave shall be granted without loss of pay, providing the professional educator received bona fide orders to duty for a temporary period and providing they return to their position immediately upon release from such temporary duty.

F. Maternity/Paternity Leave

1. Up to twelve weeks of maternity/paternity leave may be taken in accordance with OFLA/FMLA with all appropriate rights and benefits attached following the birth/adoption/placement of a child.
2. A professional educator may request a leave of absence without pay for up to twelve months for maternity/paternity purposes. When this immediately follows delivery/adoption/placement of a child, the first twelve weeks of maternity/paternity leave shall fall under OFLA/FMLA with all appropriate rights and benefits attached. This leave is also available for individuals adopting a new child. Requests for such leave shall be discretionary with the professional educators involved and shall be subject to Board approval. Female professional educators who are pregnant may request such leave in lieu of paid sick leave.

Maternity/paternity leave is not considered an illness/injury for the purpose of the Sick Leave Supplement Benefit Article 33 Section 11.

G. Unpaid Leave

1. An unpaid leave not delineated above may be awarded at the discretion of the Superintendent.
2. All earned but unused benefits to which a professional educator was entitled at the time of their leave of absence commences, shall be restored to them upon their return.
3. An employee may access health/dental/vision insurance COBRA rights while on unpaid leave.

Article 36: Nondiscrimination

1. The Association and the District agree that they shall not discriminate against any professional educator covered by this Agreement because of age, gender, race, religion, national origin, gender identity, sexual orientation, marital status, or the presence of any

physical handicap. All reference to professional educators under this Agreement designates both sexes and when the male gender is used, it shall be construed to include both male and female professional educators. If violations of this Article are pursued with the Equal Employment Opportunity Commission (EEOC) or other state/federal agencies, grievances filed over this section shall not be subject to arbitration.

Article 37: Job Sharing

1. Job sharing shall refer to two unit members sharing one full time position.
2. Licensed professional educators who desire to job share must apply in writing to the district personnel officer and building principal by March 15.
3. The District will have the sole authority to determine if a job is to be shared, who will be assigned what shift annually, and to terminate a job sharing arrangement if in the District's opinion its best interest would be served.
4. Individuals who share positions who wish to return to full time teaching would have the same rights as full time staff members in requesting transfers.
5. All job sharing workers will share the pay and fringe benefits (medical, dental, vision, life, disability) and leaves for the shared position in a prorated amount unless otherwise agreed to by the District and the parties affected.
6. All job sharers must attend, full time, all in-service and parent conference days at half pay. The building administrator can also require job sharers to attend staff meetings.
7. Job sharers shall not assume the other sharers' duties without the consent of the building administrator, and then only at substitute pay.

Article 38: Classroom Ratio

1. The Board of Directors, in establishing its staffing pattern, recognizes the value of maintaining desirable pupil-professional educator ratios. It is recognized the pupil-professional educator ratio cannot be considered in isolation, but must take into consideration the subject matter, the teaching techniques, the utilization of support staff, and the economic conditions of the District.
2. The Association shall have the opportunity to review and make advisory comments on pupil-professional educator ratios. The Association can request the proposed pupil-professional educator ratios at least four (4) weeks prior to the school board's final action on the pupil-professional educator ratios. The Association will make its comments in writing to the Superintendent one week before the Board's scheduled final action.
3. On the 10th day after the start of a grading period a professional educator's class load may be adjusted taking into consideration the total number of students and the number of students requiring extra attention; including, but not limited to, Special Education, ELL and 504 Modification Plans.
 - a. Elementary/Self-Contained Classrooms - Notice of such an imbalance by a professional educator must be brought to the attention of their administrator and a

- formal meeting which will be scheduled within one week to evaluate the situation. The employee may be represented by the Association in these meetings. If it is determined that imbalance occurs due to a parent request, that request will immediately be rescinded. Students requiring and IEP or CST shall be distributed equitably among classrooms with Instructional Aide support as available at that grade level.
- b. Departmental Scheduled/MS/HS Classrooms - Notice of such an imbalance by a professional educator must be brought to the attention of their administrator and a formal meeting which will be scheduled within one week to evaluate the situation. The employee may be represented by the Association in these meetings. If it is determined that imbalance occurs due to a parent request, that request will immediately be rescinded. Students requiring and IEP or CST shall be distributed equitably. among classrooms with Instructional Aide support as available, in that department across the day. Elective courses, including but not limited to band, choir, physical education, etc. are exempted.
 - c. If there is no change to the imbalance within two working days of the initial meeting and the said imbalance reflects two or more students above the average of the other comparison classes within the grade level there will be a meeting between the professional educator, the administrator and the superintendent within three working days to resolve the issue. Personnel present at the meeting will be the building principal, the professional educator making the request and a representative from the Association.

Article 39: Site Committees

1. When the duties/requirements of the site committee are defined by the various agencies of the State of Oregon, the S.E.A. will meet with the District to discuss optional guidelines under which the site committee(s) might be guided.
2. Professional educators who are elected to serve on a site committee will be provided release time from their assigned duties, compensated at the extended contract rate, or offered comp time. The method of compensation will be selected by the District.

Article 40: Grading

1. Professional educators shall have responsibility in the first instance to determine the grades, competencies and other marks and ratings of their students. No grade, competency, mark or rating shall be changed without advance notice to the Professional Educator involved. Any grade, competency, mark or rating that is changed shall be initialed by the administrator making the change and that individual shall assume all responsibility for the change.

Article 41: Employee Leave / Family member

1. For the purposes of this contract 'family member' means an employee's spouse, domestic partner, custodial parent, non-custodial parent, adoptive parent, foster parent, biological parent, step-parent, parent-in-law a parent of an employee's domestic partner, an employee's grandparent, or grandchild, or a with whom the employee is or was in a relationship of *en loco parentis*. 'Family member' also includes the biological, adopted, foster child or step child of an employee or the child of a child of an employee's domestic

partner. An employee's child in any of these categories may be either a minor or an adult at the time of qualifying for leave pursuant to these rules is taken.

- A. Domestic partner is defined as the employee's domestic partner with whom they qualify for and have obtained domestic partner insurance by the rules of the state of Oregon.
- 2. The family member definition, as stated in this article will apply to Article 29: Insurance for qualification of insurance benefits as an 'eligible full-time and part-time professional educator for their family members or dependents under the rules of the Oregon Educator Benefits Board.
- 3. The family member definition, as stated in this article apply to Article 33: Sick Leave/Family Illness for use of sick leave.
- 4. The family member definition, as stated in this article will apply to Article 34: Unpaid Sabbatical Leave, Item 2, B Cobra benefits (insurance programs) at the employee expense.
- 5. The family member definition, as stated in this article will apply to Article 35: Noncumulative Leaves, Item 1, B Bereavement Leave; Item 1, F Maternity/Paternity Leave and Item 1, H Unpaid Leave.

APPENDIX A
OFFICIAL GRIEVANCE FORM

Date of this Grievance:

Name(s) of Aggrieved:

Names of Witnesses to Grievance (if any):

Aggrieved's Representative(s):

Date of Grievance or Knowledge Thereof:

Specific Remedy Sought:

Specific Article (Contract or *Policy*) Allegedly Violated:

STATEMENT OF GRIEVANCE
(be specific and clear)

Arbitration Election of Contract Violation: Yes or No (Circle One)

Signature: _____
Aggrieved – Individual and/or All Parties

_____/_____/_____
Signature: Association President Date

APPENDIX B

COLA INCREASE

SIUSLAW INDEX SCHEDULE 2021-2024

The Index is 3.5% by Step or Column, compounded.

Steps	BA	BA+24	BA+45	BA+60 MA	BA+84 MA+24	BA+105 MA+45
1	1.0000	1.0350	1.0712	1.1087	1.1475	1.1877
2	1.0350	1.0712	1.1087	1.1475	1.1877	1.2293
3	1.0712	1.1087	1.1475	1.1877	1.2293	1.2723
4	1.1087	1.1475	1.1877	1.2293	1.2723	1.3168
5	1.1475	1.1877	1.2293	1.2723	1.3168	1.3629
6	1.1877	1.2293	1.2723	1.3168	1.3629	1.4106
7	1.2293	1.2723	1.3168	1.3629	1.4106	1.4600
8	1.2723	1.3168	1.3629	1.4106	1.4600	1.5111
9	1.3168	1.3629	1.4106	1.4600	1.5111	1.5640
10		1.4106	1.4600	1.5111	1.5640	1.6187
11		1.4600	1.5111	1.5640	1.6187	1.6753
12			1.5640	1.6187	1.6753	1.7340
13				1.6753	1.7340	1.7947
14				1.7340	1.7947	1.8575
15				1.7947	1.8575	1.9225

APPENDIX B-2

5.5% COLA INCREASE

**Siuslaw School District 97J
Licensed Professional Educator Salary Schedule
2021-2022**

Steps	BA	BA+24	BA+45	BA+60 MA	BA+84 MA+24	BA+105 MA+45
1	\$40,871	\$42,301	\$43,782	\$45,314	\$46,900	\$48,542
2	\$42,301	\$43,782	\$45,314	\$46,900	\$48,542	\$50,241
3	\$43,782	\$45,314	\$46,900	\$48,542	\$50,241	\$51,999
4	\$45,314	\$46,900	\$48,542	\$50,241	\$51,999	\$53,819
5	\$46,900	\$48,542	\$50,241	\$51,999	\$53,819	\$55,703
6	\$48,542	\$50,241	\$51,999	\$53,819	\$55,703	\$57,652
7	\$50,241	\$51,999	\$53,819	\$55,703	\$57,652	\$59,670
8	\$51,999	\$53,819	\$55,703	\$57,652	\$59,670	\$61,758
9	\$53,819	\$55,703	\$57,652	\$59,670	\$61,758	\$63,920
10		\$57,652	\$59,670	\$61,758	\$63,920	\$66,157
11		\$59,670	\$61,758	\$63,920	\$66,157	\$68,473
12			\$63,920	\$66,157	\$68,473	\$70,869
13				\$68,473	\$70,869	\$73,350
14				\$70,869	\$73,350	\$75,917
15				\$73,350	\$75,917	\$78,574

APPENDIX B-3

4.0% COLA INCREASE

**Siuslaw School District 97J
Licensed Professional Educator Salary Schedule
2022-2023**

Steps	BA	BA+24	BA+45	BA+60 MA	BA+84 MA+24	BA+105 MA+45
1	\$42,506	\$43,993	\$45,533	\$47,127	\$48,776	\$50,483
2	\$43,993	\$45,533	\$47,127	\$48,776	\$50,483	\$52,250
3	\$45,533	\$47,127	\$48,776	\$50,483	\$52,250	\$54,079
4	\$47,127	\$48,776	\$50,483	\$52,250	\$54,079	\$55,972
5	\$48,776	\$50,483	\$52,250	\$54,079	\$55,972	\$57,931
6	\$50,483	\$52,250	\$54,079	\$55,972	\$57,931	\$59,958
7	\$52,250	\$54,079	\$55,972	\$57,931	\$59,958	\$62,057
8	\$54,079	\$55,972	\$57,931	\$59,958	\$62,057	\$64,229
9	\$55,972	\$57,931	\$59,958	\$62,057	\$64,229	\$66,477
10		\$59,958	\$62,057	\$64,229	\$66,477	\$68,803
11		\$62,057	\$64,229	\$66,477	\$68,803	\$71,212
12			\$66,477	\$68,803	\$71,212	\$73,704
13				\$71,212	\$73,704	\$76,284
14				\$73,704	\$76,284	\$78,954
15				\$76,284	\$78,954	\$81,717

APPENDIX B-4

3.5% COLA INCREASE

**Siuslaw School District 97J
Licensed Professional Educator Salary Schedule
2023-2024**

Steps	BA	BA+24	BA+45	BA+60 MA	BA+84 MA+24	BA+105 MA+45
1	\$43,993	\$45,533	\$47,127	\$48,776	\$50,483	\$52,250
2	\$45,533	\$47,127	\$48,776	\$50,483	\$52,250	\$54,079
3	\$47,127	\$48,776	\$50,483	\$52,250	\$54,079	\$55,972
4	\$48,776	\$50,483	\$52,250	\$54,079	\$55,972	\$57,931
5	\$50,483	\$52,250	\$54,079	\$55,972	\$57,931	\$59,958
6	\$52,250	\$54,079	\$55,972	\$57,931	\$59,958	\$62,057
7	\$54,079	\$55,972	\$57,931	\$59,958	\$62,057	\$64,229
8	\$55,972	\$57,931	\$59,958	\$62,057	\$64,229	\$66,477
9	\$57,931	\$59,958	\$62,057	\$64,229	\$66,477	\$68,803
10		\$62,057	\$64,229	\$66,477	\$68,803	\$71,212
11		\$64,229	\$66,477	\$68,803	\$71,212	\$73,704
12			\$68,803	\$71,212	\$73,704	\$76,284
13				\$73,704	\$76,284	\$78,954
14				\$76,284	\$78,954	\$81,717
15				\$78,954	\$81,717	\$84,577