

South Wasco County School District 1  
and  
South Wasco Education Association

2021 - 2024

Approved 9/13/21

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**Preamble**

**Contract Between  
South Wasco County School District 1**

**And**

**South Wasco Education Association**

This Agreement is entered into this 1st day of July, 2021 by and between the South Wasco School District, Oregon, hereinto called the "District" and the "Board" and the South Wasco Education Association, hereinafter called the "Association."

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

## **Article 1: Recognition**

The District recognizes the Association as the sole and exclusive bargaining representative for all of its certified/licensed and classified employees employed by the District.

For this contract, the following definitions apply unless otherwise indicated.

### **A. Certified/Licensed Definitions**

1. Licensed employees who are excluded from this bargaining unit shall be all administrators and supervisors.
2. Certified employees who are excluded from this bargaining unit are substitutes and temporary employees hired for 90 consecutive days or less.

### **B. Classified Definitions**

1. All non-licensed employees excluding supervisory and confidential employees, substitutes, and temporary employees.
  - a. Substitute: A person hired on a temporary basis to fill in for a bargaining unit member who is temporarily absent from work.
  - b. Temporary: A bargaining unit position that is filled with a non-unit employee for a term not to exceed ninety (90) continuous scheduled work days shall be considered temporary. All temporary positions will cease to exist on June 30 of each year, except seasonal positions described below. If the need for the position extends beyond ninety (90) continuous scheduled work days, the position shall become a regular bargaining unit position. The District shall post and fill the position following the contractual and customary hiring process. If the temporary employee continues in the newly created position, their seniority date shall be their first day of actual work in the position. Any employee granted seniority in this manner shall not be entitled to retroactive pay or benefits for time served in the position prior to it becoming a regular position. Temporary positions specifically funded by one-time only grant monies are excluded from this provision.
    - i. It is recognized that Seasonal Temporary employees are required by the School District during seasonal and/or peak times during the year, which may extend past June 30. An example of this is summer maintenance positions.

- ii. When the District determines it will hire seasonal workers, a notice will be posted on the District webpage and mailed to the Association President and Secretary. If the posting occurs during the regular school year, notice will also be distributed to and posted at District work sites. Hiring priority will be given to existing qualified employees. Current employees will be paid the rate of pay for the classification covered by seasonal work.
- iii. Notwithstanding Article 1(B)(1)(b) above, for the purposes of granting paid or unpaid leaves for bargaining unit members, the District may replace employees on such leave with a temporary employee for up to one year.

Such a temporary replacement employee shall have no further rights to employment with the District and shall not be covered by Article 13 (Layoffs) after the end of the temporary assignment. Upon mutual agreement of the District and the Association, the temporary assignment may be extended.

## **Article 2: Association Rights**

### **A. Accessing the Agreement**

The District shall post the Agreement on the District website for employees to access at any time. An employee may request a hard copy of the Agreement from the District Office.

### **B. Union Leave**

Each school year, the District shall allow ten (10) days of Association leave to the bargaining unit for any lawful purpose under Oregon public employees' collective bargaining law. Association leave for collective bargaining and grievance processing shall be provided at no cost to the Association. The costs for all other Association leave shall be reimbursed by the Association for actual substitute costs incurred by the District.

All Association leave must be approved by the Association president. The District shall maintain an accurate account of leave hours and shall provide the Association with an account balance by June 1<sup>st</sup> of each year. The Association shall reimburse the District by June 30<sup>th</sup> of each year.

- C. Upon reasonable request, information necessary for the Association functioning as the exclusive bargaining representative will be made available at no charge to the Association.
- D. School facilities may be used for Association meetings at reasonable times, provided that such meetings shall not interfere with District operations. The Association shall be entitled to meet with bargaining unit members for a reasonable amount of time and conduct Association activities during the work day. The Association shall use the established facilities use process to reserve meeting locations when applicable.

The District shall provide the Association, including designated OEA staff, reasonable access to members.

- E. The Association shall have the right of use of all school equipment and facilities when such equipment and facilities are not otherwise in use. The Association agrees to pay for reasonable cost of all supplies and materials incidental to such use, and any repairs necessitated as a direct result thereof.
- F. The District agrees to inform new educators that the Association is the exclusive representative of all educators in the South Wasco County School District.

- G. Upon request, the Association may be allowed to make brief announcements following any building faculty meetings.
- H. The District agrees to allow access to bulletin board space in each school. The Association will limit its posting of information to such space. The parties agree such bulletin board space will be used to promote harmonious employer-employee relations.
- I. The Association shall have the right to use the District email system, inter-school mail facilities and school mailboxes.
- J. The rights and privileges of the Association and its representatives, as set forth in this Agreement, shall be granted only to the Association as the exclusive representative of the educator, and to no other educator organization.
- K. At least one week prior to the beginning of the school year, the Association will be provided a listing of newly hired employees. The Association will schedule with the District no less than thirty (30), nor more than one hundred twenty (120) minutes during the in-service week to meet with new employees without the loss of employee compensation or leave benefits. The Association and the Administration will mutually agree to when in the day the Association will meet with the new employees.

Subsequent to the new employee orientation, the Association has the right to meet with any new employee(s) within thirty (30) calendar days from the date of hire, at individual or group meetings, for a period of not less than thirty (30), nor more than one hundred twenty (120) minutes. For the duration of the meeting, participants shall suffer no loss of employee compensation or leave benefits. The meetings shall be at a time and place set by the Association, provided that the meetings do not interfere with the District's operations.

- L. Attendance by members designated by the Association as members of the bargaining team at bargaining sessions between the District and the Association held during duty hours shall be on paid release time.

### **Article 3: Management Rights**

#### **A. Rights**

The parties jointly recognize that, in accordance with Oregon law, the Board and District retain the right of formulation and implementation of policies and rules governing the educational program and services of the District. Such rights include subcontracting decision making, prerogatives, functions, and authority connected with, or in any way incident to, its responsibilities to manage the affairs of the District.

#### **B. Subcontracting**

When the District is considering subcontracting a position filled by a bargaining unit member, the District shall notify the Association in writing of the intent to subcontract. The Association will notify the District within 14 days of their intent to bargain or the Association will have waived its right to negotiate over the subcontracted position. If the Association demands to bargain over the issue, the parties agree to use the bargaining process under ORS 243.712, but agree to bargain only for 90 days.



#### **Article 4: Separability or Savings Clause**

Should any provision of this Agreement be declared unlawful or unenforceable by legislative, administrative, or judicial authority, all other provisions in the agreement shall remain in full force and effect. At the request of either party, negotiations shall commence to find a mutually satisfactory replacement for the unlawful or unenforceable provision.

## Article 5: Medical, Dental, and Vision Insurance

### A. District Insurance Contribution

1. For the 2021-2022 plan year, the District shall contribute \$1,545.00 toward the monthly insurance premium for each eligible full-time employee to be applied to any of the medical, dental, and/or vision plans selected by the District.
  - a. For the 2021-2022 plan year, the District will fund a Health Reimbursement Arrangement (HRA).
  - b. For the 2021-2022 plan year, the parties have designated MODA Plan 5 the preferred District major medical plans.
  - c. Each member eligible for maximum insurance contribution enrolling in MODA Plan 5 for medical insurance coverage shall be allocated eighty dollars and seventy cents (\$80.70) per month to purchase dental and/or vision insurance offered by the District.
  - d. Monthly vision and/or dental insurance premium costs in excess of the allocations in 1.c above are the responsibility of the member.
  - e. Members that enroll in a preferred District major medical plan shall also be eligible to participate in a District-sponsored group Health Reimbursement Arrangement (HRA) plan.
  - f. As applicable, the purpose of the group HRA is to provide reimbursements to members enrolled in MODA Plan 5 such that the annual deductible amounts (\$500/\$1,500) and the annual out of pocket maximum amounts (\$3,300/\$9,900).
  - g. **Reimbursements:** No reimbursement described below is available until after the member and his or her spouse and dependents (if any) have satisfied their portion of the deductible and out of pocket maximum as described in this section. Group HRA reimbursements are available only for qualifying expenses that are described in the MODA Plan 5 certificate of coverage, and which are applied to the health plan's maximum out of pocket limit including deductible, coinsurance and medical copays. Reimbursements are only available for qualifying expenses incurred while the member is enrolled in the plan. Expenses are incurred when care is provided rather than when the enrollee is billed or payment for the service is made. Claims for reimbursement must be submitted on or before each December 31 for expenses incurred during the preceding MODA plan year (currently October 1 through the following September 30).

2. The District shall provide part-time employees (.5 FTE or above) with a pro-rata amount of the District's full-time contribution and the employee shall pay the balance of the premiums by payroll deduction. Bus drivers who are regularly scheduled to work three and one-half (3.5) hours or more per day shall be eligible for insurance benefits.
3. For the 2022 – 2023 plan year, the parties agree to reopen this Article to successor bargaining under ORS 243.712. The parties agree to waive any notice requirements to begin bargaining and to limit the traditional 150-day minimum bargaining requirement to a period beginning on or about May 16, 2022 and ending on or before June 10, 2022.

**B. The District and Association agree to form a District insurance committee.**

The Association agrees to appoint up to three staff members who do not opt out of the insurance to the Insurance Committee. The committee will act in an advisory capacity, study insurance carriers, insurance options, plan design, and make recommendations to the District and Association for potential ratification. All meetings of the committee will be open to employees and administrators. The Insurance Committee will meet at least twice during the contract year: once prior to open enrollment in October and once in the spring after the release of insurance rates.

**C. Opting Out of District Insurance Coverage**

1. Members who demonstrate insurance coverage from another source may opt out or waive participation in the District health insurance program.
2. For employees hired on or after July 1, 2017 the amount of the monthly District opt-out contribution on behalf of each eligible member shall be three hundred (\$300) dollars. All payroll costs will be deducted from the gross amount.
3. For all existing employees hired before July 1, 2017 the amount of the monthly District opt-out contribution on behalf of each eligible member shall be half the insurance cap, which is seven hundred seventy-two dollars and fifty cents. (\$772.50). All payroll costs will be deducted from the gross amount.

**D. Termination of Benefits**

1. For those employees who work the entire year, defined in this Agreement, twelve continuous months of insurance will be provided.

2. When a staff member's employment is terminated before the end of the employee's work year, the District's payment of the above cap will cease as of the last day of the last month of the staff member's employment.
3. When a staff member's employment is terminated at or after the end of the employee's work year, the District's payment of the above cap will continue through Sept. 30, or the completion of 12 months of benefits, whichever comes first, or unless medical insurance coverage is obtained from another employer prior to that date.
4. When a staff member's employment is terminated the employee may continue to purchase insurance by self-paying the premium under the terms of COBRA. The employee must make timely payments of the premium in order to continue COBRA coverage.

The District will sponsor an annual health benefits briefing during the beginning of year orientation for all members.

## **Article 6: Salary Schedules**

- A.** The salary and extra duty schedules are set forth as Appendices A through C to this Agreement respectively.
1. Any certified/licensed employee who worked a minimum of 135 contract days in the previous work year shall advance one step on July 1st of each year if they have not reached the bottom step of their salary schedule column.
  2. When a classified employee is hired after January 1st the employee will not receive a step increase for the following school year, but will receive any negotiated increase.
  3. Effective July 1, 2021 through June 30, 2024, the District licensed/certified staff shall be paid in accordance with the salary schedules outlined in Appendices “A”. The salary schedule set forth in Appendix A-1 shall be the 2021-22 salary schedule. The salary schedule set forth in Appendix A-2 in effect for 2022-23 shall be the 2021-22 salary schedule increased by five percent (5%). The salary schedule set forth in Appendix A-3 in effect for 2023-24 shall be the 2022-23 salary schedule increased by four percent (4%).
  4. Effective July 1, 2021 through June 30, 2024, the District classified staff shall be paid in accordance with the salary schedules outlined in Appendices “B”. The salary schedule set forth in Appendix B-1 shall be the 2021-22 salary schedule, based off of Oregon’s minimum wage of \$12.75. The salary schedule set forth in Appendix B-2 shall be the 2022-23 salary schedule, based off of Oregon’s minimum wage of \$13.50. The 2023-24 salary schedule shall be adjusted based off of Oregon’s standard minimum wage, which will be increased or decreased based on CPI.
  5. Effective July 1, 2021 through June 30, 2024, the District extra duty contracts shall be paid in accordance with the salary schedules outlined in Appendices “C”. The salary schedule set for in Appendix C-1 shall be based on the 2021-22 salary schedule. The salary schedule set forth in Appendix C-2 shall be based on the 2022-23 salary schedule. The salary schedule set forth in Appendix C-3 shall be based on the 2023-24 salary schedule.

**B. Placement on Salary Schedule (Certified)**

1. Upon hiring, a licensed employee shall be placed on the salary schedule according to the employee's total years of previous K-12 licensed work experience.
  - a. Step credit may be given, at the discretion of the District, for documented work experience that corresponds to teacher job description.

2. To move horizontally on the salary schedule, the employee must notify the District by March 15 of the school year prior to the school year of anticipated movement. Transcripts or other evidence of qualification for placement on a higher salary column must be submitted to the District before the first payroll of the next school year.

**C. Reassignment Replacement (Classified)**

1. If an employee is moved to a classification with a lower base pay, the employee will remain at the same step as the previous assignment.
2. If an employee is moved to a classification with a higher base pay, the employee will be given  $\frac{1}{2}$  of the previous step, rounded up. If the employee previously was assigned to the new classification and was at a higher step than the above formula, they will be assigned at the higher step.
3. Step credit may be given, at the discretion of the District, for documented work experience that corresponds to the job description.

**D. Temporary Reassignments (Classified)**

If an employee is temporarily assigned a short-term job assignment for multiple days with a lower rate of pay the employee will receive their normal rate of pay.

**E. Full-Time Equivalent (Classified)**

FTE is calculated by adding the hours that an employee works each week and dividing by 40 hours.

**F. Substituting Rate (Classified)**

1. An employee subbing for a position within their current job classification will be compensated at their normal rate.
2. An employee subbing outside of their current job classification will be compensated at their regular rate of pay.

**G. Extended Contracts (Certified)**

Extended contracts will be paid at the rate of 1/193rd of the employee's annual salary for each day of extension.

**H. Salary Placement (Certified)**

Licensed personnel will be compensated at the employee's hourly rate, as calculated by their placement on the salary schedule, when requested to perform duties not covered by other articles of the contract. This provision does not apply to work done with grant dollars or voluntary committees.

**Salary Placement (Classified)**

Initial placement on the salary schedule by the District shall be based on:

1. Number of years' experience in comparable roles; and
2. Additional hours, including any degrees, provided such hours or degree(s) are in the applicant's field of study or are of direct benefit to the District.

**I. Prep Compensation (Certified)**

When an employee is asked to give up preparation time during the work day, they will be compensated at the employee's hourly rate as calculated by their placement on the salary schedule, for the preparation time spent filling the assignment.

**J. Grant Writing Team**

The grant writing team will split one-half of the administrative cost of administering the grant for grants awarded to the District as a result of their efforts. Specifically excluded from this provision are all Title grants that routinely fund programs, i.e., consolidated plan grants, special education, title funds, block grants, etc.

**K. Special Education Compensation (Certified)**

In addition to their regular salary compensation, full-time special education teachers will be paid \$2,000 annually. Part-time special education teachers shall receive a prorated portion of the \$2,000.

**L. National Board Teacher Certification**

Any educator who attains national board certification for their profession or its equivalent (beginning with the 2021-22 school year) shall receive a one-time payment of \$1,000 upon documentation to the District of successful completion of the certification program. A listing of non-teaching professional certifications shall be jointly maintained by the District and the Association. Beginning with the school year following such payment, the member shall receive \$500 per year so long as that certificate is maintained.



## Article 7: Leaves of Absence

### A. Sick Leave/Family Leave

As required in ORS 332.507, each bargaining unit member shall accrue 10 days of sick leave, prorated on their assigned FTE, per contract year or one day of sick leave per month worked, whichever is greater. The District shall frontload the sick leave at the beginning of each school year.

Members can use accrued sick leave when absent from work for purposes identified in ORS 659A.159 (Oregon Family Leave Act), ORS 653.601 (Oregon Paid Sick Time), ORS 659A.093 (Oregon Military Family Leave Act), ORS 659A.272 (Oregon Protections Because of Domestic Violence, Harassment, Sexual Assault or Stalking) or ORS 332.507 (Sick Leave for School Employees).

"Family member" has the meaning given that term in ORS 659A.150, as well as domestic partners and siblings, or as otherwise required by statute.

1. At the option of the Superintendent, sick leave in excess of five (5) consecutive workdays shall be allowed only upon certification of the employee's attending physician or practitioner that the illness or injury prevents the employee from working.
2. Sick leave not taken shall accumulate for an unlimited number of days.
3. The District will permit newly-hired licensed personnel to transfer in unlimited sick leave accumulated in other Oregon school districts. The accumulation shall not exceed that carried by the most recent employing district. The transfer of such sick leave from another Oregon school district shall not be effective until the employee has completed at least thirty (30) working days in this District. Only seventy-five (75) transferred sick leave days may be applied towards actual sick leave use.
4. Each bargaining unit member shall be given a written accounting of sick leave accumulation during the first payroll of the school year.
5. At the time of retirement, the District will report an employee's accumulated, but unused, sick leave to the Public Employees Retirement System, unless otherwise restricted by law.

**B. Sick Leave Calculations (Classified)**

1. To figure leaves for part-time classified employees, the District adds the number of hours an employee works per week and divides the total by 5 (days). The answer would be average hours worked per day.
2. Employees beginning in a qualified employment position after the first of the school year shall have their sick and personal leave prorated based on the months worked.
  - a. Rate will be figured as follows. Number of hours an employee works, divided by 5 (days). Example: Employee works 17 hours a week / 5 = 3.4 hours Sick Leave per month. (10 months = 34 hours/year)
  - b. This calculation will be used for calculating hours for snow days and personal leave. Holiday pay will use the same formula. Number of hours worked per week/divided by 5 days.

**C. Sick Leave Bank**

1. Sick leave banks for both certified/licensed and classified employees shall provide additional sick leave for employees when:
  - a. An extended absence due to an employee's illness or injury has depleted the employee's available leave;
  - b. The employee provides a statement from a medical practitioner that the employee will be unable to work for at least 30 calendars days;
  - c. A sufficient amount of sick leave remains in the sick leave bank;
  - d. The beneficiary employee is not eligible for disability or workers' compensation benefits; and
  - e. The beneficiary employee has exhausted all other applicable paid leaves.
2. The employee shall notify the Association Co-Presidents in writing when he/she/they is eligible for and needs to access the sick leave bank. The Association will notify the District of an approved employee's need to access the sick leave bank.
3. The beneficiary employee shall receive paid sick leave at a rate of two (2) days paid for each three (3) days of eligible absence.
4. Membership in the sick leave bank shall be optional and the value of the bank will be based on the hourly rate and corresponding fixed payroll costs associated with donated hours.

- a. Employees who choose to join the bank must contribute eight (8) voluntary, irrevocable hours (prorated by FTE) of sick leave per fiscal year and must complete a waiver form authorizing the donation.
  - b. Only employees who belong to the bank will be eligible to draw from the bank.
  - c. Employees who want to join the bank must do so by September 30 of each new school year.
  - d. Any employee hired during the school year shall have one (1) month from the date of hire to enroll in the sick leave bank.
  - e. Membership in the sick leave bank shall expire for all employees on September 30 of each year and must be renewed, if desired, as outlined above.
5. Upon notification by the Association, the District shall authorize the use of sick leave from the bank on a first come-first served basis to those employees who meet the criteria listed in 7(C)(1). If during any year the value of the bank is exhausted, no further application to the sick leave bank will be accepted unless there is a mutual agreement between the District and the Association to allow additional contributions in 8 hour increments (prorated by FTE).
    - a. The maximum amount of sick leave used for one year from the certified/licensed sick leave bank will be 320 hours. The maximum amount of sick leave used for one year from the classified sick leave bank will be 320 hours.
  6. Any sick leave credit remaining in the bank at the end of the fiscal year will be carried over into the next fiscal year.

#### **D. Bereavement Leave**

A bargaining unit member who is absent due to death of an immediate member of the family (parent, parent-in-law, legal guardian, brother, brother-in-law, sister, sister-in-law, spouse, child, grandchild, grandparent, grandparent-in-law, or member of the family living in the teacher's household) shall be granted up to three (3) days leave without loss of pay for each bereavement. For deaths in other than the immediate family, employees may request paid bereavement leave. The Superintendent will have the discretion to grant or deny such requests.

In addition to these benefits, the District shall comply with the Oregon Family Leave Act (OFLA). The paid bereavement leave in this section shall run concurrently with the bereavement leave provisions under OFLA.

The definition of family members in the first paragraph of this section is different than the family member definition under OFLA. The bereavement leave under OFLA will apply only for family members listed under the law.

#### **E. Personal Leave**

Each employee shall have three days' personal leave, with pay, with no questions asked, which is non-accumulative. The Superintendent shall be given a minimum of two days' prior notice. If an employee chooses not to use personal leave, the employee will receive an additional salary equal to their daily rate of pay, at the end of the work year, for a maximum of two of the days, if not used.

1. Extending Holidays, Vacations, Three-day weekends. Only one of the three personal leave days may be taken immediately prior to or immediately following a holiday, vacation, or three-day weekend provided a substitute is available (if required) and no other staff member in the building has requested and been granted a personal leave.
2. The Superintendent or Superintendent's designee may, in his or her sole discretion, grant a waiver to limits established in C.1. on a case by case basis.
3. Requests for this leave shall be made to the employee's supervising administrator.
4. Personal leave may not be taken on District in-service days.

#### **F. Jury Duty and Legal Leave**

1. Upon receipt of written notification to report for jury duty or for any required court appearance, employees shall provide a copy of the notice to the District Office.

During the period of time the employee is called for jury duty, the employee will notify the District by phone or email immediately upon learning he/she is required to report to court the next day. If an employee is released early from jury duty (e.g., prior to the end of the employee's regularly scheduled work day) they will immediately contact the District and discuss whether or not the employee is required to return to work.

2. Employees shall be granted leave with pay for service on a jury or to serve as a witness provided, however, that compensation paid to such employee for the period of the leave shall be reduced by the amount of the compensation received by the employee for such jury service exclusive of mileage and expenses. The amount of compensation received shall be deducted from the employee's salary the next pay period.

3. The above provisions shall also apply to service as a witness in response to a subpoena or other direction by proper authority. Notwithstanding, this provision shall not apply in any case where the licensed employee or the Association is a complainant in a case against the District.
6. The District reserves the right to petition to have the employee exempted from jury or witness services, if the District feels that the employee's absence would create a hardship for the District.

#### **G. Workshops/Conferences**

The District may grant paid or unpaid time off for licensed personnel participation in educational workshops, conferences, classroom visitations, and professional meetings. The District may reimburse such employees for their attendance, if it is determined that the function will be of direct benefit to the School District.

In all cases, prior approval must be obtained from the District. Notwithstanding, in the event that the District requires or requests employee attendance at such functions, the District will reimburse necessary expenses, subject to any reimbursement obtained by the employee from non-District sources.

#### **H. Workers' Compensation/Sick Leave**

Any absence from work while temporarily disabled by reason of a compensable industrial accident or disease shall be an excused, but unpaid, absence. It shall not be counted as sick leave unless the employee shall elect in writing to be paid as sick leave the difference between the temporary disability benefits and the regular wages. In case of such application, the employee will be charged a fractional sick leave day; however, such deduction shall not exceed the amount determined by taking the employee's daily wage for the period of time less benefits received under Workers' Compensation.

1. All calculations are to be done on the employee's daily wage.
2. The employee must notify the District immediately if the absence is due to an on- the-job injury.

#### **I. Unpaid Leaves of Absence**

An employee may be granted up to one year of unpaid leave of absence for medical reasons after all sick leave has been exhausted. Salary schedule placement and seniority will remain

the same as when leave begins. The employee may continue benefits at his or her own expense, subject to rules and regulations of the carrier.

**J. Other Paid Leaves**

In its discretion, the District may grant other paid leave of absence.

**K. Paid Leave Time Allocation (Certified)**

All paid leave time, with the exception of intermittent leave under state and federal leave laws shall be in increments of four (4) or eight (8) hours. Leave time that does not require the use of a substitute will be in half-hour (30 minute) increments.

## **Article 8: Reimbursement**

### **A. Professional Development Fund (Certified)**

1. Each year each teacher's professional development fund shall be an amount equal to the tuition rate for three (3) hours of graduate credit for Portland State University (PSU). These funds may be utilized at the teacher's discretion for professional development course work expenses, professional development activities, and/or classroom supplies or materials directed at professional development coursework or improvement of instruction. All requests for reimbursement shall be presented in writing to the Superintendent or the Superintendent's designee for approval.
2. During a curriculum adoption year, a teacher may utilize their professional development fund to pay for up to three (3) days of time for work done implementing newly adopted curriculum by the District. This work is to be completed on non-contract days during the summer of the school year of the curriculum implementation, during an agreed upon time by the teacher and the District. The teacher will submit a summary of the work done to the District.
3. The Superintendent or designee shall grant approval of any expenses he/she believes to be of merit to the District. The Superintendent may grant reimbursement for other professional development which coincides with District goals, provided the staff member has expended their professional development funds.
4. All expenditures accrued from professional development activities will be subtracted from a teacher's professional development fund account, including, but not limited to, mileage, meals, lodging, parking, registration fees, materials, supplies and substitute costs.
5. The fund for part-time teachers shall be prorated based on their FTE.
6. Supplies and materials purchased with this fund remain the property of the District.
7. Course work required by the District shall be paid by the District and will not be deducted from the employee's professional development funds. The parties agree course work for the maintaining of an employee's licensure is the responsibility of the employee and not the District.
8. Employees shall receive a written notice of their professional development fund balance with the first payroll of the school year.

**B. Professional Development Fund (Classified)**

1. Each year the District shall place \$2,000 in a classified professional development fund. These funds may be utilized on a first-come, first-serve basis for professional development course work expenses, professional development activities, and/or classroom supplies or materials directed at professional development coursework or improvement of instruction. All requests for reimbursement shall be presented in writing to the Superintendent or the Superintendent's designee for approval.
2. The Superintendent or designee shall grant approval of any expenses he/she believes to be of merit to the District. Outside of this fund, the Superintendent may grant reimbursement for other professional development which coincides with District goals.
3. All expenditures accrued from professional development activities will be subtracted from the professional development fund, including, but not limited to, mileage, meals, lodging, parking, registration fees, materials, and supplies. Supplies and materials purchased with this fund remain the property of the District.
4. Course work required by the District shall be paid by the District and will not be deducted from the professional development fund.
5. Unused professional development funds will roll-over each year, up to a maximum accrued amount of \$5,000.
6. These funds will begin accruing in the 2021-2022 school year, but cannot be accessed by employees until the 2022-2023 school year.

**C. Professional Development/Efficient Employee Adjustment (Classified)**

Any bargaining unit member who (1) completes 25 hours of professional development training during the contract year, (2) is current with all SafeSchools trainings for the year will receive a \$250 Professional Development Adjustment added to their June paycheck.

Eligible trainings will need to be pre-approved by the building principal.

**D. Mileage**

Teachers traveling on assigned or approved District business shall use a District vehicle if available, prior to using their own vehicle for travel. If more than one employee is traveling to the same destination the District may require the employees to carpool together. The carpool driver or employees who use their own vehicle, because a District vehicle is



unavailable, shall be reimbursed for mileage at the IRS rate. If an employee elects to use his/her own vehicle when a District vehicle is available, no mileage reimbursement will be issued. Exceptions to this provision may be approved by the Superintendent on a case-by case basis.

## **Article 9: Payroll Deductions**

### **A. Withholdings and Deductions**

The District will withhold from the employee's salary payment for those deductions required by law and those requested by the employee in writing that are within, but not limited to, the following list of items:

1. State and Federal Income Tax;
2. Social Security (FICA/ Medicare);
3. Association Dues for Members;
4. Workers' Compensation;
5. Tax-sheltered Annuities;
6. Oregon State Employee Accident & Disability Insurance;
7. Credit Union;
8. Health related insurance premiums and co-payments;
9. Contributions to a Section 125 Flexible Spending Account;
10. Other payroll deductions approved by the board and authorized by the employee;
11. OEA Foundation;
12. OEA PAC

### **B. Association Dues**

#### **1. Dues Deduction Authorization**

Prior to the first dues deduction of the school year, and then for any employee who becomes a member of the Association after the start of the school year, the Association shall notify the District of bargaining unit members who have elected to have dues deducted from their paychecks and shall identify the dues to be deducted from each. In addition, the Association shall provide a formal letter from the OEA Membership Department that confirms that OEA possesses sufficient documentation of dues deduction authorization for those members. The Association shall make documented proof of dues deduction authorization for employees available to the District.

The Association, shall notify the District in writing when a bargaining unit member should no longer have dues deducted. The District shall enact dues deduction changes on the pay period following a notification.

For any new employee who was an Association member at their prior place of employment, the District shall backdate dues to their hire date.

## 2. Processing OEA/NEA Dues Deductions

Dues deductions shall be made monthly in an amount equal to one-tenth (1/10) of annual dues, commencing with the month of October and continuing through the July pay period. Deductions for employees who join the Association after the beginning of the school year shall be prorated on a 12-month proration schedule.

## 3. Remittance of Dues Checks

### a. Data to OEA

Within ten (10) days after each pay period, the District shall send the Association an Excel-compatible register of the NEA/OEA/SWEA dues, including voluntary Association contributions, deducted from each member's check.

### b. Payment to OEA

Within ten (10) days after each pay period, the District shall send to OEA, in a single payment, the combined NEA and OEA dues, including voluntary Association contributions, deducted each month.

### c. Payment to SWEA

SWEA dues payments will be deducted and paid separately from OEA/NEA dues and shall be remitted to SWEA treasurer.

## 4. Indemnification

The Association agrees to indemnify, defend and hold the District harmless from employee or former employee claims, orders, or judgments against the District concerning the dues deductions procedures outlined in this agreement. The Association's obligations are contingent upon the District: 1) giving the Association at least 30-days' notice, in writing of any claim; 2) and cooperating with the Association and its designated counsel in the defense of the claim. The Association's obligation does not extend to criminal allegations or District conduct that would constitute an Unfair Labor Practice. In the event the District properly invokes this paragraph, the Association will provide the attorney to defend against the claim. In the event the District wishes to use its own attorney, the District will pay the fees and costs of said attorney.

## **C. Employee Information**

### **1. Employee list**

Each year, as soon as practicable, the District shall provide the to the OEA Membership Specialist an Excel-compatible report of each employee in the bargaining unit (both active members and non-members) that includes the last four digits of their social security number, employee ID, date of birth, first date of service, FTE, classification or title, PERS classification, worksite, position on the salary schedule, residential address, and residential phone number. Whenever a new employee is hired into the bargaining unit, the District shall provide the above information within 30 days of hire.

### **2. Dues deduction information**

During the months of August, December and April, the District shall provide to the OEA Membership Specialist an Excel-compatible report of each employee in the bargaining unit (both active and non-members) that includes the last four digits of their social security number, employee ID, date of birth and annual hours (or FTE) as part of the data forwarded per Section 9.B.3.a., the District shall promptly notify the OEA Membership Specialist, whenever an employee in the bargaining unit is placed on an unpaid leave of absence, retires, is laid off, resigns, or changes their name.

### **Article 10: PERS Pickup**

The District shall continue to pay, for the duration of this Agreement, the 6% employee contribution to the Public Employees' Retirement System. The full amount of required employee contributions/payments paid pursuant to this Section shall be considered as "salary" within the meaning of ORS 238.005(26)(a) and ORS 238A.005(17)(b)(F) with respect to PERS/OPSRP for the purpose of computing an employee member's "final average salary" within the meaning of ORS 238.005(9) and ORS 238A.130. Any amount paid shall be considered employee contributions for all purposes under Chapter 238 and 238A. Pursuant to ORS 238A.335(2)(a), the parties agree that employee compensation has already 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.

## **Article 11: Grievance Procedure**

### **A. Definitions**

1. Grievance: A "grievance" is a claim by a bargaining unit member or the Association based upon the interpretation, application or violation of the specific terms set forth in this Agreement.
2. Grievant: The "grievant" is the person or the Association making the claim.
3. Immediate Supervisor: The "immediate supervisor" is the person who holds evaluation responsibility for the grievant.

### **B. Purpose**

The purpose of this procedure is to secure, at the lowest possible level, solutions relating to the application of the specific terms of this Agreement. Both parties agree that, subject to the Public Meetings Law, these proceedings will be kept informal and confidential, as may be allowable in resolving the grievance.

### **C. Time Limits**

The number of days indicated at each level should be considered as a maximum and efforts may be made to expedite the process. The time limits specified may, however, be extended by mutual written agreement. "Days" as referred to herein shall mean scheduled teacher workdays. However, between the dates of May 1 and August 15, "days" shall mean calendar days, unless otherwise mutually agreed.

### **D. Procedure**

#### **1. Level One - Immediate Supervisor (informal):**

The grievant shall, within fifteen (15) days of the knowledge of the act or condition which is the basis of the grievance, first discuss it with the immediate supervisor, either directly or with an Association representative, with the object of resolving the matter informally. The immediate supervisor shall have five (5) days in which to make a verbal response.

#### **2. Level Two - Superintendent (formal):**

If the grievance is not resolved at Level One, the grievant may file the grievance in writing with the Superintendent within ten (10) days after the decision at Level One has been

received. In no event shall such written filing occur more than thirty (30) days after the occurrence of the grievance or the grievant's first demonstrated knowledge of same. The written grievance shall specify the alleged violation, misinterpretation, or application of the Agreement, the contract article or articles and sections thereof alleged to have been violated, and the remedy sought. The Superintendent shall have ten (10) days in which to respond in writing to the grievance.

3. Level Three - School Board:

If the grievance is not resolved at Level Two, the grievant may file the grievance in writing with the Board within ten (10) days after the decision at Level Two was received. The School Board will have twenty (20) days in which to schedule a Board hearing. The Board will issue a written response within 10 days following the next scheduled Board meeting.

4. Level Four - Arbitration:

If the grievance is not resolved at Level Three, the Association may submit the grievance to arbitration as follows:

a. Notification:

Within ten (10) days of the date of receipt of the Level Three decision, the Association shall notify the Superintendent of its intent to submit the grievance to arbitration.

b. Selection:

The parties may also attempt to select an arbitrator and obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or obtain a commitment within fifteen (15) days of the receipt of the Level Three decision, a request for a list of seven (7) arbitrators may be made by either party to the State Mediation and Conciliation Service.

Within ten (10) days of the receipt of the list of arbitrators, the parties shall alternately strike names from the list until only one name remains. The name of the person remaining will be the designated arbitrator. One or both of the parties shall notify the designated arbitrator that he/she has been selected, not later than five (5) days after the completion of the selection process. The decision as to which party shall first strike a name from the list shall be determined by a coin flip.

c. Authority:

The arbitrator will confer with the representatives of the District and Association, hold hearings promptly, and will issue a decision not later than thirty (30) days from the date

of the close of the hearings. The decision of the arbitrator shall have no power or authority to alter, abridge or modify any of the terms of this Agreement.

Where such rules are not in conflict with State law, or the provisions of this Agreement, the arbitrator shall observe the Voluntary Labor Arbitration Rules of the American Arbitration Association.

d. Costs:

The costs for the services of the arbitrator, including per diem expenses and the cost of any hearing room, will be borne equally by the District and the Association; however, each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim recording of the proceedings, it may cause such a record to be made, provided it pays for the record and makes a copy available without charge to the arbitrator. If the other party desires a copy, both parties shall jointly share the cost of the transcript and all copies.

**E. Miscellaneous**

1. Failure to Respond: Failure on the part of the District to respond within the time limit specified for any given step shall be considered equivalent to a negative response upon the last day allowed for a response. The grievant shall thus be free to proceed to the next step within the time limits allowed for that step. Failure on the part of the grievant to appeal to the next level within the stated time lines will be considered equivalent to acceptance of the decision at the last level.
2. Confidentiality: All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants. Meetings and hearings under this procedure shall not be conducted in public, subject to the Public Meetings Law.
3. A grievant may be represented at all steps of the grievance procedure by a representative of the Association.
4. To minimize both the disruption of the educational process and the additional cost necessitated by hearings held during the school day, the Association and the District will schedule all such hearings outside of regular school hours unless the parties mutually agree to hold the hearing during school hours.
5. The District and the Association agree that all employees have the unqualified right to file grievances and that neither the Association nor the District may take any action against a staff member as a result of their having exercised that right.



**F. Expedited Processing**

1. In the event the grievant/Association and District agree that a grievance is not one which the immediate supervisor has authority to act on, the parties shall bypass Level One of this process and proceed directly to Level Two. The grievance filing at Level Two shall be in writing and shall specify management action or lack of action being grieved, the contract article or articles and sections thereof alleged to have been violated and the remedy sought.
2. If the grievance is appealed beyond Level Two, the remaining levels of the grievance process shall apply as provided for herein.

## **Article 12: Workday, Work Week, Work Year (Certified)**

### **A. Work Year**

The work year shall conform to the calendar adopted by the Board. The work year shall not exceed 193 workdays based on eight-hours of work per day or an alternate number of workdays not to exceed a number equivalent to 193 eight-hour days of work. The work year will include:

1. A minimum of 6 paid holidays:
  - Labor Day
  - Veterans Day
  - Thanksgiving Day
  - New Year's Day
  - Martin Luther King Day
  - Memorial Day
2. Two (2) workdays prior to school starting; educational assistants will be present for a portion of their regularly scheduled hours to consult with teachers about their District-assigned job duties.
3. Two (2) in-service days prior to the return of students in the Fall.
4. A minimum of one conference day per grading period.
5. One work/grading/conference day at the end of each grading period during non student days assigned for licensed personnel to prepare for school to start or to calculate and assign grades; the administration may not use more than one hour of discretionary time for administrative purposes. Educational assistants will be present for a portion of their regularly scheduled hours to consult with teachers about their District-assigned job duties.
6. The immediate supervisor may assign reasonable related tasks to members, including attendance at up to four (4) evening/weekend events per school year, including open houses and graduation. Attendance at staff meetings and IEP meetings that go beyond the workday are not considered to be evening events.

### **B. Work Day & Work Week**

An employee's normal work week shall be forty (40) hours a week consisting of five (5) days at eight (8) consecutive hours. Each employee shall have a thirty (30) minute

duty free and continuous lunch period within the eight (8) hour day. The District shall establish a workday between the hours of 7:00 a.m. and 4:30 p.m. The specific hours of the workday may be altered year to year and the administrator shall meet with building staff during Fall In-Service to determine start and ending times for the current year and teacher's preparation times.

The District will make it a priority to assign non-licensed employees to supervision tasks outside of instruction, allowing licensed employees time for non-student contact duties.

Staff meetings will be scheduled at the District's discretion. In planning these meetings, the District will give consideration to their impact on students' ability to work with staff outside of regular instruction and employees' discretionary time.

For employees whose attendance may be required at both elementary and secondary staff meetings, administration will inform them if their attendance is necessary at multiple meetings. For each employee, one staff meeting per month may extend the normal workday by one-half (1/2) hour. A written agenda will be distributed 24 hours prior to the meeting. Emergency meetings are excluded from these provisions.

The statewide Professional Inservice Day shall be a non-contract day.

#### **C. Part-time Employees**

The workday for licensed personnel employed less than full-time shall be based, as nearly as reasonably possible, on an equivalent portion of the normal workday for full-time licensed professionals. Uncompensated attendance at activities that may be scheduled outside of the part-time employee's normally scheduled work hours, such as staff meetings, shall be voluntary. If the administrator requires attendance, compensation will not exceed that provided to regular full-time employees.

#### **D. Planning Time**

Elementary Planning Time: Teachers in grades K-6 shall have a minimum of three hundred (300) minutes per regular 5-day work week of preparation time, including a continuous preparation period of not less than 35 minutes per day. Part-time K-6 teachers shall have their preparation time pro-rated based on their FTE.

Middle and High School Planning Time: Teachers in grades 7-12 shall have a minimum of three hundred minutes (300) minutes per regular 5-day work week of preparation time, including a continuous preparation period of not less than 40

minutes per day. Part-time teachers in grades 7-12 shall have their preparation time pro-rated based on their FTE.

On late start or early release days as determined by the District calendar, all grades shall have a minimum of 30 minutes of preparation time. Part-time teachers in all grades on late start days shall have their preparation time pro-rated based on their FTE.

Prep time is protected time for teachers to do lesson planning and preparation. The District will, in good faith, attempt to avoid prep times when scheduling I.E.P. meetings. It is expected that the person scheduling I.E.P. meetings consult with teachers prior to scheduling a meeting during someone's prep. It is also expected that, when possible, teachers are given at least a three-day notice of any I.E.P. meeting.

Other arrangements for prep-time may take place upon mutual agreement of the District, Association and the involved employee(s).

#### **E. Extra Preps**

Teachers, whose major portion of their assignment is in grades 9-12, with fewer than ten students in any one class, may be assigned one additional preparation. The administration will attempt to get mutual agreement with the teacher for the assignment of additional preparations. The administration will consider the types and number of students assigned to a teacher when assigning an extra preparation.

#### **F. Grade Reporting**

The District will purchase a districtwide student information system for teacher use at grades K-12. Teachers will be trained in the use of the student information system. Teachers will routinely update their grades in the student information system for two week grade checks, quarterly grades and semester grades.

Teachers may have the option to use different grading procedures as approved by the District.

#### **G. Flex Time**

1. All licensed personnel are expected to be in their building at least 15 minutes prior to the first bell of the school day.
2. Licensed personnel may "flex" their time before and after school, but are expected to be at staff meetings, IEP meetings, etc. (as described in Article 12).

Employees will not use flex time to leave prior to the last bell of the school day.

3. If an employee "flexes" their time before and/or after school, the employee will inform the office staff.
4. If a student or parent makes an attempt to contact an employee during flex time, it is the employee's responsibility to contact the student or parent as soon as possible.
5. An employee may not arrive after the normal building start time and leave early on the same day unless the employee has approved leave time.
6. If a teacher uses flex time on a grading day and the grades are not updated by the next work/school day, the teacher may lose flex time privileges for the rest of the school year.
7. Flex time may not be used on Work/Conference Days.

#### **H. District Inservice Days**

District Inservice days are days that the District has arranged for the broad purposes of educating and training teachers and staff members to develop or improve their instructional practices, and training for District-mandated measures including, but not limited to: learning to use new technology, restraint training, and First Aid & CPR, etc. District inservice days are scheduled by the District and may occur at any time during the school calendar year at the discretion of the District. Employees are not allowed to use personal leave during a District inservice day.

#### **I. Professional Learning Communities**

1. Professional Learning Communities (PLCs) shall be meetings of collaborative groups of educators intended to improve teaching skills and the academic performance of students.
2. Each school year, during inservice week, the District will set the amount and frequency of early release time per year that will be dedicated to PLCs.
3. PLCs shall focus on instructional program improvement and student learning improvement.
4. PLC teams shall determine the agendas for their teams' collaboration.

5. A brief summary of PLC work shall be submitted to the administrator weekly.
6. The Board retains the right to allocate or not allocate PLC time, however nothing in this provision constitutes a waiver of the Association's right to bargain over any proposed increase in workload.

**ARTICLE 13: Workday, Work Week,  
Work Year, Working Conditions (Classified)**

**A. Workweek:**

The workweek will be up to forty (40) hours within seven consecutive days commencing Sunday 12:00 a.m. and ending on the following Saturday 11:59 p.m.

**B. Workday:**

1. The workday for employees will be according to District needs as assigned by the Superintendent or designee.
2. Administrators will inform staff in writing what their regular work hours are. Employees may request to use compensatory or “comp time” rather than receive pay for hours worked beyond their regular work hours. Comp time which would otherwise qualify for overtime pay will be awarded at time and one-half. Employees with the agreement of their supervisors may alter their regularly assigned work hours. Comp time should be used within thirty days of when it was accrued, unless the employee’s supervisor grants permission to carry it beyond thirty days.

**C. Holidays**

1. Employees who work nine (9) or ten (10) months shall receive the following six (6) holidays per year as paid holidays:
  - Labor Day
  - Veterans Day
  - Thanksgiving Day
  - New Year’s Day
  - Martin Luther King, Jr. Day
  - Memorial Day

2. Employees who work twelve (12) months shall receive the following eight (8) holidays per year as paid holidays:

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

**C. Lunch Period:**

Each fulltime classified employee shall receive an uninterrupted, nonpaid lunch period of at least 1/2 hour. The employee's immediate supervisor will schedule such time.

**D. Overtime:**

Overtime hours shall be paid at the rate of time and one-half (1.5) of the employee's regular hourly wage for work in excess of forty (40) hours within the workweek as defined in paragraph A above. The District may give comp time off in lieu of overtime pay at the rate of one and one-half (1.5) hours off for each hour of overtime worked. Compensatory time may be accrued to a maximum forty (40) hours. Unused compensatory time at June 30 of each year will be paid at the employee's then regular rate of pay.

**E. Summer Workweek:**

During summer, non-student contact periods, the District may adopt a 10-hour, 4-day workweek for any of its employees. Employees on such a 4/10 schedule shall be allowed overtime for work in excess of 40 hours per week. The District will consider individual employee requests to remain on a 5-day, 8-hour schedule if a 4/10 schedule is implemented. The final decision on such requests will remain with the District.

**F. Attendance at Staff and Special Education Meetings:**

When employee attendance is required and authorized by the administration, additional paid time, overtime or comp time will be provided.



**G. First Aid Classes:**

The District will make available once per year, at the District's expense a first aid class that meets the requirements of the job descriptions of employees. If any employees cannot attend said class, then the responsibility and cost to acquire required first aid training falls to the employee.

## **Article 14: Mentor Teacher Program**

- A. The District reserves the right to establish and discontinue a Beginning Teacher/Mentor Teacher Program.
1. Bargaining unit members may apply for a mentor teacher position. Application shall be submitted to the Office of the Superintendent.
  2. No teacher shall be designated as a mentor teacher unless willing to perform in that role.
  3. A mentor teacher will work with no more than one beginning teacher per year.
  4. No mentor teacher shall participate, at any level, in the evaluation of the assigned new teacher.
  5. The District will provide a \$2,000.00 stipend for each mentor teacher for each year of participation in the program.
  6. The mentor teacher shall keep a written log of the number of hours spent on mentor-related tasks: the mentor teacher and the teacher being mentored shall sign the log following each meeting and submit it to the District by the last work day of the year.
  7. The mentor teacher will work an average of ten (10) hours per month. Mentor teachers may exceed the ten (10) hour expectation on their own accord.

## **Article 15: Inclement Weather**

### **A. Certified Employees**

Whenever inclement weather, power outages, heating failures, or other similar unforeseen events cause the temporary closure of the school on a teacher contract day, bargaining unit member attendance shall not be required at the worksite. Employees will be paid for such a temporary closure day, but agree to make up any lost student contact days without any additional pay, if the Board should determine that such days need to be made up. The Board will notify the Association by April 15 if it intends to implement this provision.

1. Digital Days: Should the number of instructional hours drop below 1,000 due to temporary closures of the school, the District will make a determination of whether or not to implement “Digital Days” as a way of maintaining an adequate number of instructional hours.
  - a. Digital Days provide instruction through distance learning for all students. On digital days, teachers are expected to provide the equivalent amount of learning activities as they would during a regular school day.
  - b. Office Hours: On a Digital Day, teachers will be available by phone, email or other digital means from 8:00 to 12:00 for office hours for students and parents. Teachers are not required to share personal phone numbers with parents.

### **B. Maintenance Employees**

All maintenance employees will maintain their regularly scheduled working hours on days when schools are closed or opening late due to inclement weather. Work schedules may be modified by the Superintendent. If a maintenance employee cannot get to work because of inclement weather, the employee shall notify the Superintendent or designee. If the Superintendent or designee concurs, the employee shall not receive a pay deduction for that day and shall not be required to report to work that day.

### **C. All Other Employees**

The Superintendent or designee shall determine which employees are to report to work on days when schools are closed due to inclement weather. Employees will be notified by 6:30 a.m. of any closure. If, however, the employee has reported to work,

and was not informed of the closure, the employee will receive call back pay of two (2) hours. Work schedules may be modified by the Superintendent or designee. If the Superintendent or designee concurs, the employee shall not receive a pay deduction for that day and shall not be required to report to work that day.

**D. Rescheduled Employee Workdays (Classified)**

1. In the event of inclement weather, the District may schedule employee make-up days. Those employees who were not required to work during days the schools were closed due to inclement weather shall report for work on the scheduled make-up days.
2. If make-up days are scheduled, those employees who previously were required to report to work and who did report to work during closure days due to inclement weather shall report for work and shall receive their regular hourly rate of pay for the hours worked.

## **Article 16: Discipline/Dismissal**

### **A. Definitions**

1. Probationary classified employee: classified employees who have worked 180 consecutive calendar days or less.
2. Probationary licensed employee (non-TSPC licensed): A licensed employee who has worked less than 3 years and does not have the ability to appeal terminations to the Fair Dismissal Appeals Board.
3. Probationary teacher: any teacher who is not a contract teacher.

### **B. This article does not apply to:**

1. Formal evaluations; or
2. Assignments to or retention in extra-duty assignments or extended contract time.
3. The non-renewal of probationary licensed employees, the dismissal of probationary licensed employees who are not covered by the Fair Dismissals law and dismissal of probationary classified employees; or
4. The non-renewal of temporary employees; or
5. Dismissals covered by Fair Dismissals Law.

### **C. The Association recognizes the right of the Board to establish and enforce reasonable rules and regulations not in conflict with this Agreement and to discipline bargaining unit members. No bargaining unit member will be disciplined without due process.**

For the purpose of this Article, due process shall consist of notice of the violation(s), information forming the basis for disciplinary action and an opportunity to discuss the matter with the bargaining unit member's supervisor within five (5) work days of notice of the violation(s) and an opportunity to have a hearing before the Board of Directors where the reasonableness of the actions shall be reviewed.

The District shall inform employees of performance and conduct expectations as outlined in job description and Board policy.

Prior to discipline, the District shall investigate alleged misconduct. The investigation shall be conducted fairly and any discipline shall be based on evidence obtained during the investigation. The District will apply rules equitably and reasonably, must prove the alleged offense occurred and follow progressive discipline, with the understanding that some offenses are so severe that progressive discipline is not necessary.

### **D. Right to Representation**

An employee shall have the right to have an Association representative present at any investigatory interview with their supervisor or the Board, which he/she reasonably believes might result in disciplinary action. If the employee requests representation, he/she shall be given reasonable time to secure such representation.

- E. The District retains the right to suspend a licensed employee pursuant to ORS 342.805 to 342.955.
- F. Written reasons for suspension or termination shall be furnished by the District.
- G. This Article is subject to the grievance procedure.

## **Article 17: Layoff**

When the Board determines that a layoff is necessary, the following procedures will be implemented:

### **Certified/Licensed:**

#### **A. Seniority**

Seniority shall be defined as the employee's total length of continuous service in the District as a licensed professional. Seniority will be computed and accrue from the employee's first day of actual service in a bargaining unit position, and shall continue to accrue during leaves. In case two or more bargaining unit members have the same date of employment with this District, the tie will be resolved by drawing lots before December 3<sup>rd</sup> of the employees' first year of employment.

#### **B. Layoff Notification**

Whenever the Board determines that a layoff is necessary, it will notify the Association. As soon as practicable, notice will be given to the affected employees of their layoff. The District will attempt to notify staff in January of potential layoffs for the coming year. The District will give official written notice by April 1st or ninety (90) days prior to layoff. Layoffs after April 1st resulting from reduction of funding below the March projection from the State of Oregon Department of Revenue, or due to a loss of enrollment require a thirty (30) day notice.

#### **C. Layoff Retainment Criteria**

In the event the Board, in its discretion, determines that a layoff is necessary, then it will determine the employees to be retained by means of the following criteria:

1. A determination of whether the licensed personnel to be retained hold the proper licensure to fill the remaining position(s).
2. A determination of the seniority of the licensed personnel to be retained; and
3. A determination of the competence of licensed personnel being retained if the Board desires to lay off another employee with greater seniority.
  - a. If the District desires to retain an employee with less seniority than an employee being released under this section, the District will determine

that the employee being retained has more competence than the employee with more seniority who is being released.

- b. Nothing in paragraph C.3, shall be construed to limit the operation of paragraph C.1, that is, the requirement that a retained teacher be certified to fill the remaining position.

#### **D. Fair Dismissal Law Provision**

Nothing in this Article shall be construed so as to interfere with the Board's right to dismiss a contract licensed personnel pursuant to the provisions of the Fair Dismissal Law or to dismiss or non-renew a probationary licensed staff member pursuant to ORS 342.835.

#### **E. Program Reduction Process**

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

1. After such determination, the District will make every reasonable effort to transfer employees in such program(s) or areas to other vacant positions for which they are qualified and properly licensed.
2. The District will make every reasonable effort to combine positions in a manner which allows employees to remain qualified so long as the combined positions meet the curricular needs of the District and the competence considerations specified in subsection C.3, of this Article.
3. The District will consider an employee's willingness to retrain in order to be properly endorsed and/or licensed for a position.
4. Layoffs will be based upon the criteria set forth in Section C above.

For the purpose of this Article, the term "competence" shall mean the ability to teach a subject area at the middle or high school, or any grade at elementary level based upon successful evaluations, teaching experience related to the subject or grade level or educational attainments, but not based solely upon being licensed to teach a subject or grade level.

#### **F. Recall**

If within 27 months from the first date of layoff, a vacancy occurs within the District



for which a laid off bargaining unit member is qualified as per paragraph I below, the recall procedure outlined below will be followed.

1. At the time of layoff, the District shall provide for laid off employees to express in writing a desire to return to the District. The District shall also receive the employee's address for recall notification. In the event of a recall, the District shall notify the employee who has expressed a desire to return to the District of the recall by certified mail, return receipt, sent to the last address given by the employee to the District office. The employee will have 15 calendar days from the receipt of such notice or 30 calendar days from the date of mailing of such notice, whichever is the earlier date, to notify the District of intent to return. The employee must thereafter report on the starting date specified by the District providing that this will not be less than 65 days from the date the notice of recall was received, or lose all rights.
2. All benefits to which an employee was entitled at the time of layoff, including unused accumulated sick leave, will be restored to the employee upon the employee's return to active employment, and the employee will be placed on the proper step of the salary schedule. An employee will not receive increment credit for the time spent on layoff unless the employee was employed by an accredited school district as a licensed professional for a period of time equal to a majority of the District's work year nor will such time count toward the fulfillment of time requirements for acquiring contract status. Employee benefits do not accrue during the time of layoff.
3. Licensed professionals covered by this Article will have the option to continue insurance programs at their own expense subject to the approval of the insurance carrier.
4. Licensed professionals covered by this Article will be given consideration for substitute teaching; such will not affect employee recall rights.

#### **G. Recall Refusal Rights**

In determining which employee to recall, the Board will utilize the criteria set forth in paragraph C above. Licensed professionals refusing recall will only lose their recall rights when:

1. A full-time licensed professional, refuses recall to a full-time position;
2. A part-time licensed professional (.5 FTE to .99 FTE) refuses recall to a part-time

position;

3. A less than part-time licensed professional (.01 FTE to .49 FTE) refuses recall to a less than part-time position.
4. A licensed professional accepting recall to a lesser FTE position retains recall rights for the remainder of the twenty-seven-month recall period. Any licensed professional not recalled pursuant to this Article within 27 months of layoff will be deemed to have resigned from District employment.

## **H. Appeals**

Any "appeal" from the Board's decision on layoff or recall pursuant to this Article shall be by means of a grievance filed pursuant to the Article on Grievance Procedure. The decision of the arbitrator will be final and binding on all interested parties as long as the arbitrator's decision is within his/her jurisdiction. The arbitrator's jurisdiction is further restricted as follows: The arbitrator is authorized to reverse the layoff or recall decision made by the District only if the District;

1. Exceeded its jurisdiction;
2. Failed to follow the procedure applicable to the matter before it;
3. Made a finding or order not supported by substantial evidence in the whole record; or
4. Improperly construed the applicable law.

## **Classified:**

### **A. Notice:**

1. Whenever the Board determines that a layoff is necessary, it will notify the Association.
2. When a layoff occurs the laid off employee will receive notification of layoff at least fourteen (14) calendar days prior to the layoff.
3. For the purpose of this article, layoff is defined as a reduction in hours from:

- a. Full-time (eight hours per day) to less than eight hours per day, or;
  - b. Part-time (more than four hours per day but less than eight hours per day) to less than four hours per day.
4. Employees who are laid off are entitled to the rights outlined in this article.

**B. Layoff Procedure:**

Layoff of bargaining unit employees will be based on seniority and competence & merit, but such layoff will occur by classification. For the purpose of administering this article only, the following classifications shall be used:

Bus Driver	Secretary
Cook I	Data & Compliance – Secretary
Cook II	Credit Recovery EA
Groundskeeper	Student Support EA
Custodian I	Para-Professional EA
Custodian II	Library Assistant EA
Speech Lang. Path Assistant	

- C. An employee that is laid off but working as a part time employee will receive salary and benefits as per their part time or less status. A laid-off employee may, at her/his own expense, continue insurance coverage, subject to the approval of the insurance carrier(s) and subject to applicable laws.
- D. A laid-off employee who previously worked in a different classification for the District (within the definition of seniority in section F of this article), may bump an employee in another classification as long as two conditions are met:
1. The laid off employee has greater seniority than the person to be bumped;
  2. The laid off employee had at least satisfactory evaluations in the previous classification. Employees retreating shall be placed on the same step they were on before the retreat.

**E. Recall:**

1. An employee who is laid off shall be eligible for recall for twenty-seven (27) consecutive months from the date of layoff. Any laid off employee not recalled

- according to this procedure within the twenty-seven (27) months will be deemed to have resigned in good standing.
2. Whenever the District determines that a regular vacancy exists within a classification, which has experienced a layoff (within the last 27 months), laid off employees from that classification will be recalled in reverse order of layoff. The recall notice will be sent by certified mail to the last address the District has on record for the laid off employee. The laid off employee will have ten (10) workdays to respond to the recall notice. Failure to respond within the ten (10) days or rejection of any recall rights will be deemed to be a resignation.
  3. All currently existing monetary benefits will be available to the employee upon the employee's return to active employment. Other benefits to which an employee was entitled at the time of the layoff, such as accumulated sick leave and seniority, will be restored to the employee upon return to active employment.
  4. Upon return to active employment, step advancement may be awarded to employees who worked six (6) months or more of the fiscal year in which the layoff occurred. The Superintendent shall make the final decision on this matter.
  5. Employee benefits do not accrue during the period of layoff.
  6. Employees who are laid off shall have the option to continue insurance programs at their own expense and subject to the approval of the insurance carrier.

**F. Seniority:**

Seniority for the purpose of layoff and recall shall be defined as length of continuous service from the most recent date of hiring (as measured by the first day of actual service) in the bargaining unit in the District. Continuous service is defined as uninterrupted service. All leaves of absence granted with approval shall be counted in the determination of length of continuous service.

**G. Date of Service "ties:"**

In the case two or more employees have the same date of service with the District, the tie will be resolved by drawing lots.

## **Article 18: Complaint Procedure and Personnel Files & Records**

### **A. Complaint Procedure**

1. If a complaint is made against an employee to the administration utilizing the District's public complaint procedure, such complaint shall be processed under the following circumstances:
  - a. If the administration intends to make a record in the evaluation report of a complaint received concerning the employee;
  - b. If the administration intends to place a record of such complaint in the employee's personnel file;
2. If, in the administration's judgment, such complaint is sufficiently relevant to the employee's performance as to indicate the desirability of a conference.
3. Pursuant to one (1) above, the employee will be notified of the complaint within three (3) working days and a conference shall be held with the employee within ten (10) working days after the complaint is made to the administration. At least 24 hours before the conference, the employee will be presented with the complaint in writing including the name of the complainant if known.
4. The written results of the District's investigation of the complaint shall be provided to the employee. The employee will have the opportunity to rebut or defend against the complaint. At the conclusion of the District investigation of the complaint, the employee shall be provided a written statement of the disposition of the complaint.
5. Any such complaint which the administration chooses not to discuss with the employee or which is not discussed within the required time shall not be considered in the employee's evaluation and shall not be used against the employee in any subsequent action by the District.
6. The employee has the right to have a representative during the processing of complaints.

## **Article 19: Personnel Files & Records**

### **A. Personnel Files and Personnel Records**

Personnel files and personnel records maintained by building administrators are exempt from disclosure under ORS 192.450, ORS 192.460, ORS 192.501(12) and by agreement of the Association and the District.

### **B. Personnel File Process & Employee Rights**

Personnel files for each employee shall be kept in the District Office; such files are confidential.

1. Employees will have the right upon request, to review the contents of their personnel file and to obtain a copy of any documents contained therein within five days of a request.
2. The employee shall not have the right to view confidential letters of reference received by the District prior to the employee being hired.
3. An employee will be entitled to have a representative accompany him or her during such review of the employee's personnel file.
4. The employee will have the right to attach a written statement to any written material placed in the employee's personnel file.
5. The employee will acknowledge the opportunity to review such material by signing the copy to be filed, with the express understanding that such signature does not signify agreement with the content of the material.
6. Only materials contained in the employee's personnel file may be used for the purposes of non-renewal or dismissal.

### **C. Personnel Working Files**

Personnel records (administrator working files), including anecdotal notes pertaining to the supervision and evaluation of employees may be maintained by the supervising administrator at the school site.

1. These personnel records are exempt from disclosure pursuant B.1. above.

2. Licensed professionals will have the right upon request, to review the contents of the administrator working file and to obtain a copy of any documents contained therein within ten (10) days of a request.
3. The employee will have the right to attach a written statement to any written material placed in the working file maintained by the administrator.
4. Evidence, not previously transferred from the administrator's working file and recorded in the employee's personnel file prior to the notification of the demotion, discipline or other involuntary change in the employment status will not be used by the Board as a basis for its action.

**D. Personnel Files and Personnel Records Disclosure**

Disclosure of materials contained in an employee's personnel file or from personnel records maintained by administrators shall be made only with the express written permission of the affected employee and the District, or by court order, or by lawful subpoena by a law enforcement agency. Release of information contained in employee personnel files and personnel records to state agencies or to exclusive bargaining representative in accord with the lawful functioning of those agencies, shall not be construed as a waiver of the confidentiality of employee personnel files and records. Disclosure of any single document contained in a personnel record or file shall not be construed as a waiver of remaining documents in the personnel file or records.

## **Article 20: Labor Management Committee**

### **A. Labor Management Team**

The Association and District agree to form a "Labor & Management Team" for the duration of this collective bargaining agreement. The purpose of the team is to foster the collaborative work environment by addressing labor relations issues and interests.

1. The Labor & Management Team will operate and agree by consensus on issues they address.
2. The Labor & Management Team will use the interest-based decision-making process.
3. The Labor & Management Team will consist of a maximum of three people appointed by the District and three members appointed by the Association.

The Labor & Management Team will meet quarterly or as needed as issues arise. The Labor & Management Team will meet in September, January, March and May.

4. If no there are no issues to be addressed with the Labor & Management Team, by mutual agreement a meeting may be canceled.
5. The Labor & Management Team is advisory to the District and the Association.
6. The Labor & Management Team will have an official minute taker (such as a confidential employee).



## **Article 21: Vacancies and In-district Transfers**

### **A. Notice of Assignment**

1. Employees will be notified of their tentative assignments for the forthcoming year by May 15.
2. It is understood there may need to be assignment changes made during the summer. If licensed employees are asked to change rooms or their assigned grade/subject following August 15th, the employee will receive one release day or one day's compensation as determined by the Superintendent.

### **B. Vacancies**

1. A vacancy shall be defined as an opening of a position previously held by a bargaining unit member or a newly created bargaining unit position.
2. The District shall email vacancy notices to employees.
3. When a vacancy or new position of three hours or more occurs, the positions will be posted internally for three working days. Vacancies shall be posted for seven (7) days or more, at the District's discretion, prior to being filled. When the vacancy or new position occurs during June or July employees that have notified the District in writing of their interest in a job change will be sent a copy of the posting. Postings in June or July will be for two weeks.
4. Certified vacancy postings shall include grade level or subject area to be taught.
5. Employees who have requested a transfer to a vacant position will be considered for the position.
6. Employees who apply for a vacancy may request to be notified as to the District's action in filling the position.

### **C. Voluntary Transfers (Certified)**

1. A voluntary transfer shall be defined as a change from an employee's current position to a new position as requested by the employee.
2. Requests by a certified/licensed bargaining unit member to transfer to a different grade level or subject assignment shall be made in writing to the Superintendent

prior to March 1st. The request shall set forth the reasons for transfer, the grade or subject sought, and the applicant's qualifications. To the extent possible, the employee requests for transfer will be considered when positions are being assigned.

**D. Involuntary Transfers (Certified)**

1. An involuntary transfer shall be defined as a District initiated change in the employee's position.
2. When the District initiates the transfer of an employee to a different grade level or subject, a meeting will be held between the District and the affected employee. The intent of this meeting is to provide notice of the decision to make the transfer.
3. The employee and administrator will mutually agree as to what supplies, equipment and furniture will need to be moved to implement the employee's program in the new setting. The employee will be responsible for the proper packing of all materials and supplies. The District will be responsible for the transport of all items.
4. Members shall be compensated three (3) days for involuntary transfers at their regular rate of pay.
5. No employee shall be involuntarily transferred more than twice in a five-year period. This provision may be waived with the consent of the employee and/or if the involuntary transfer is the result of a reduction in force.

## **Article 22: Program of Assistance for Improvement**

### **A. Program of Assistance**

If an employee is determined by the Administration to need a written Program of Assistance for Improvement (POA), the plan will include the following:

1. The performance area in need of improvement
2. The goal(s) set in order to address the area in need of improvement.
3. The teaching and/or learning strategies the employee will use to meet the goal(s) of the plan.
4. A description of the data and/or evidence to be used by the employee to provide evidence of the outcome(s) of the teaching and/or learning strategies employed.
5. Time line of the POA that includes estimated dates of observations.
6. The support to be provided to the employee by the District will be mutually determined by the District and employee. There may be an occasion that the parties determine no support is necessary.

### **B. Representation Rights**

1. Members shall have the right to an Association representative during all phases of the Plan of Assistance process.

### **Article 23: Good Faith**

The parties acknowledge that each had the right and opportunity during the negotiations process, to make proposals and counter proposals on all negotiable issues and that this written Agreement, reached as a result of the bargaining process represents the total of all understanding between the parties for the contract term. This Agreement may be added to deleted from, or modified only through the voluntary mutual consent of the parties; and any Agreement reached shall be reduced to writing and signed by the parties as an amendment to this Agreement.

Contract language written through this collaborative process shall not be construed to favor either party based on who drafted the language of a specific Article or section.

## **Article 24: Notification**

### **A. Contracts**

Each bargaining unit member shall receive a contract stating the number of days and the salary for such contract.

### **B. Assignment Notification**

By May 15th of each school year, each bargaining unit member will be notified of their assignment for the following school year. If changes in enrollment or staffing occur necessitating a change in the employee's schedule, the employee will be given notice of the schedule change at the earliest possible date.

## **Article 25: Incentive Retirement (Certified)**

### **A. Determination**

The School Board will determine annually whether the District will offer incentive retirement during the school year.

### **B. Cash Value**

The total cash value of early retirement is equal to the difference in salary and fixed payroll costs between the BA column step zero and the MA+45 column step fifteen on the salary schedule in effect during the school year that the employee elects incentive retirement (See Article 6 "Salary Schedules"). The cash value of the Incentive Retirement may be increased by the mutual consent of the employee and the District.

### **C. Payment Options**

The Incentive Retirement benefit will be paid out in one of the following ways over a minimum of forty-eight (48) months up to a maximum of eighty-four (84) months or until the employee reaches age sixty-five (65), whichever occurs first:

Option 1 - In a lump sum at the conclusion of the fiscal year.

Option 2 - In monthly insurance premiums only.

Option 3 - In monthly a stipend only.

Option 4 - In a combination of insurance premiums and stipend.

Option one may be selected only with the mutual agreement of the employee and the District. The employee will elect the option in writing and once accepted by the District is irrevocable.

### **D. Beneficiaries & Insurance Premiums**

In the event of the employee's death, any remaining benefit will be paid to the surviving spouse or estate; however, should there be no benefit to the surviving spouse accruing from the District's continuing to pay insurance premiums, the District will not be obligated to continue making insurance premium payments.

### **E. Additional Work Agreement**

Employees who elect incentive retirement will provide forty (40) days of additional

work without further compensation during the first forty-eight (48) months of their incentive retirement. These forty (40) days may be assigned as substitute teaching days or to perform other duties as assigned by the District.

1. Employees who chose not to work forty (40) additional days during the first forty-eight (48) months of their incentive retirement may have their incentive retirement benefit reduced by an amount equal to the rate of pay for a substitute teacher in the District multiplied by the number of days not worked.
2. The District may modify compensation to hold an amount equal to forty-days (40) of substitute pay until such time the incentive early retiree's obligation to work these forty days (40) is met.
3. Employees selecting Option One will have an amount equal to forty-days (40) of substitute pay withheld from their lump sum payment. The balance of the incentive retirement benefit will be paid out as the employee meets their obligation to work the forty (40) days.
4. The District at its sole discretion may chose not to require the employee to work the forty days (40) or may forgive the balance of the required forty (40) days owing.

**F. Incentive Retirement Eligibility**

To be eligible for the incentive, a member of the bargaining unit must meet the following conditions:

1. Be PERS eligible;
2. Have taught at least ten years in the District.

**G. Pro-Rata Calculations**

The amount awarded to a bargaining unit member shall be prorated, based on the average FTE the member taught in the District, to the nearest .1 FTE.

**H. Incentive Retirement Limit**

No more than two members will be given incentive retirement in any one school year. The District, at its discretion, may exceed the two-member limit.

## **Article 26: Evaluations**

### **A. Evaluation of Certified/Licensed Members**

Evaluation of certified/licensed bargaining unit members shall comply with ORS 342.850, ORS 342.856, the Oregon Department of Education Framework, and the process described in the District Evaluation Handbook as included by reference in this Agreement.

#### **1. Evaluation Process**

The evaluation process described in the Evaluation Handbook must include the core teaching standards described under ORS 342.856. These standards shall be customized based on the collaborative efforts of administrators and members of the Association in accordance with ORS 342.856(4). The most current District Evaluation Handbook shall be made available electronically to all members.

#### **2. Evaluation Handbook**

Should the Board decide to change the evaluation process as described in the District Evaluation Handbook, it will do so in consultation with a committee comprised of an equal number of members appointed by the Association and the District and in accordance with ORS 342.850(2)(a). The committee will meet as necessary to consider any proposed changes, amendments or alterations to the evaluation process described in the District Evaluation Handbook. The committee will make a final recommendation to the Board.

#### **3. Evaluation Calendar/Due Dates**

By no later than September 15th of each school year, an evaluation calendar with evaluation due dates (SLGs/Data Collection Conferences, etc.) will be shared with employees. Evaluation meeting dates cannot be rescheduled without written consent and rationale from the employee and his/her supervisor. The rescheduling document will include a new meeting date. Failure to meet evaluation process due dates shall result in progressive disciplinary action.



## **B. Evaluation of Classified Members**

1. Non-probationary classified employees, shall be evaluated by their immediate supervisor each year.
2. Evaluation Process

### Step One - Preliminary Information and Pre-Evaluation Conference:

- a. The supervisor informs the employee of the evaluation process including:
  - (1) Position description;
  - (2) Assignment and responsibility;
  - (3) Classified evaluation process.
- b. The supervisor and employee will establish, review, affirm and/or revise performance goals.
- c. The employee will complete the Pre-Evaluation form.

### Step Two - Evaluation Conference and Preliminary Goal Setting

- a. Supervisor meets with the employee to discuss the evaluation process.
- b. Supervisor completes the Classified Evaluation form.

### Step Three - Program of Assistance for Improvement (if needed)

- a. At the discretion of the District, a set of requirements (program of assistance for improvement) may be presented to the employee, stating necessary action to be taken to correct noted deficiencies.
- b. Supervisor completes Program of Assistance for Improvement forms.
- c. Supervisor meets with the employee to discuss the program of assistance for improvement.

## **Article 27: Employment of Retired Licensed Professionals**

The provisions of this article do not apply to employees who retired from PERS and were subsequently hired/rehired by the District prior to July 1, 2019. Beginning July 1, 2019, employees who have retired from PERS and who are subsequently hired/rehired by the District will be considered members of the bargaining unit represented by the South Wasco Education Association. All contractual rights and benefits under the collective bargaining agreement will be afforded to the re-employed unit member, except those rights and/or benefits expressly set forth below as exclusions:

### **A. Employees who choose to retire during their current contract year**

Employees who choose to retire during the contract year will be rehired to finish out the contract year, should they request the same, subject to the following provisions:

1. Employees will give 30 days' written notice to the District of their intent to retire. The retirement shall not create a vacancy under Article 20, Section B of this agreement.
2. The employee will continue to work as a rehired temporary employee at his/her current contracted salary for a period not to exceed his/her current contracted work year.
3. Any contractual retirement stipend for which the employee is eligible will be deferred until the end of the employment agreement.
4. Unit members may request to "carry-over" up to 75 days of paid sick leave beyond their retirement date as allowed by ORS 332.507 unless they choose to reserve all accumulated sick leave to be used as a credit in calculating PERS benefits. If they choose to use the leave as a credit to PERS they will receive 1 day of sick leave per month, which may accumulate monthly to a maximum of 10 days for the school year.
5. Employees who retire during the school year and return to employment shall be treated as new hires for the purpose of seniority. For the purposes of discipline and dismissal employees shall be treated as contract employees if they already achieved that status within the District.
6. Teachers on a Program of Assistance for Improvement may implement the provisions of this section subject to administration approval.

### **B. Retirees hired for any year after the year in which they retire**

All positions vacated by the retirement of employees that are going to continue the following year shall be posted internally and externally. Applications from retired

employees (inside or outside of the District) may be accepted and the candidate(s) may be interviewed for positions. The District may choose to rehire qualified retirees to fill positions within the bargaining unit subject to the provisions of ORS 238.082 and the following procedures and conditions:

1. The retiree shall be a member of the bargaining unit covered by the terms and conditions of the collective bargaining agreement except as specifically modified in this section.
2. Retired employees will be employed on a temporary contract that may be renewed year-to-year. This temporary contract may be extended or renewed at the request of both parties without initiating vacancy procedures under Article 20. Rehired retirees may work for an unlimited number of years on renewable contracts, assuming both the District and the retiree wish to continue employment.
3. Any contractual retirement stipend for which the employee is eligible will be deferred until the end of the employment agreement.
4. Retired employees will give written notice of the District of their intent to be rehired by March 1st. The District will respond in writing within 30 calendar days of receiving the notice as to whether the employee will be rehired or if the position will be posted as a vacancy under Article 20. If the employee wishes to renew their contract, they will be entered into the applicant pool without needing to formally apply for the position.
5. A District-retired employee shall be paid at his/her appropriate rate of pay with no break in service. Non-District retired employees shall be paid pursuant to Article 6, Section B.
6. For the purposes of discipline and dismissal, a District-retired employee shall be treated as a contract bargaining unit member, if they were a contract bargaining unit member prior to retirement. Non-District retirees will be treated as probationary employees for their first three (3) years employed by the District, after which they shall be considered contract employees for the purposes of discipline and dismissal.
7. Re-employed unit members will receive leave as described in Article 7. Retired bargaining unit members may request to carry over or transfer in any paid sick leave accumulated following their retirement date as allowed by ORS 332.507. Leave used as a credit in calculating PERS benefit will not be carried over.

### **C. General Provisions**

1. At no time shall the balance of retired employees exceed twenty (20%) percent of the bargaining unit employees.

## **Article 28: Strikes and Lockouts**

### **A. Strikes**

The Association and its members agree that they will not participate in any strike, work stoppage, or slow down during the term of this agreement. In the event of a violation to the above, the District may discipline the member(s) involved, up to and including dismissal.

### **B. Lockouts**

The District agrees that during the term of this agreement there will be no lockout of members in the bargaining unit. In the event of a violation of the above, all affected members shall be eligible for full wages for the days involved.

## **Article 29: Video Surveillance**

The District and the South Wasco Education Association recognize the need to ensure the health, welfare, and safety of all staff, students and visitors to District property, and to safeguard District facilities and equipment. Therefore, the District and Association agree as follows:

1. Video cameras may be used in common areas as deemed appropriate by the Superintendent. Common areas of District buildings include playgrounds, hallways, lunchrooms, gymnasiums, parking lots, exterior grounds, shop facilities, computer labs, and athletic participation areas. Video cameras will not be used in the classroom without consent of the teacher. Video cameras will not be used in any other instructional setting without prior notice.
2. The District shall notify all personnel when and where video surveillance will occur on District property before such surveillance is initiated.
3. Information derived from video surveillance shall not be used in any way in the professional evaluation of licensed personnel.
4. Information derived from video surveillance will not be used in any way to document, substantiate or support disciplinary action against any employee unless the video surveillance records an illegal act or an act that is the subject of a formal complaint that has been filed utilizing one of the District's complaint policies.
5. Video surveillance material shall remain strictly confidential to the full extent required by federal, state and local laws governing student and personnel records, and District policy. Only the superintendent or the superintendent's designee may see video surveillance material and information.

### **Article 30: Bus Drivers**

1. Fees for the state-required driving license, for any District required bus classes, and the usual and customary fees for bus driver physicals will be paid by the District.
2. For all contract drivers “Classified Contract Notification” will specify 8 hours. Drivers will be paid for hours worked. Any work performed up to 40 hours a week, will be paid at regular rate of pay.
  - a. The District will assign all transportation duties up to 8 hours a day, including but not limited to routes, activity routes, sports and field trips.
  - b. Long-term schedule changes will require 5-days’ notice.
  - c. Emergency schedule changes, due to lack of drivers, will require 2- hours’ notice.
3. Sick leave will be figured at 8 hours per month for each contractual month worked. Sick Leave usage will be in 1-hour increments.
  - a. Employees will be paid sick leave for the hours they were scheduled to drive for the day they were sick.
4. Drivers will receive (3) three, (8) eight-hour personal days per year. Personal leave usage will be used in 1-hour increments.
  - a. Employees will be paid personal leave for the hours they were scheduled to drive for the day they were absent.
5. During a snow day closure, drivers will receive a maximum compensation of the actual hours they were scheduled to work that day.
6. During the hours of any District-required bus driver classes and during routes, activity trips and field trips, drivers will be paid at their normal driving rate.
7. Drivers will be paid their regular rate of pay during stand-by times; when not driving.

### **Article 31: Non-Discrimination**

The District and the Association affirm their adherence to the principles of nondiscrimination and agree that they shall not discriminate against any employee covered by this Agreement because of age, race/ethnic background, religion, gender, gender-identity, sexual orientation, marital status, national origin, membership or non-membership in the Association, Association activity, or disability as provided in Oregon Law.

### Article 32: Term of Agreement

This Agreement shall be effective as of July 1, 2021 and shall continue in full force and effect through the 30th day of June, 2024. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing no later than February 1st prior to any expiration date of intent to reopen negotiations. Within fourteen (14) days of notification, the District and Association shall discuss and set a mutually agreeable date to begin negotiations.

This Agreement is signed this \_\_\_\_\_ of \_\_\_\_\_, 2021 and shall be binding on the parties.

IN WITNESS THEREOF:

South Wasco Education  
Association

South Wasco County  
School District #1

\_\_\_\_\_  
Association Co-President

\_\_\_\_\_  
Board Chairperson

\_\_\_\_\_  
Association Co-President

\_\_\_\_\_  
Superintendent/Clerk