

Certified Teachers Contract

AGREEMENT

between

NORTH POWDER EDUCATION ASSOCIATION

and

NORTH POWDER SCHOOL DISTRICT #8J

2018 – 2021

Updated April 2019

TABLE OF CONTENTS*

***Table of contents will be revised after ratification.**

<u>ARTICLE</u>		<u>PAGE</u>
0	DEFINITIONS	5
I	RECOGNITION	6
II	GRIEVANCE PROCEDURE	8
III	CALENDAR AND WORKDAY	
	A. Calendar	10
	B. Workday	10
	C. Inclement Weather	10
	D. Guaranteed Prep Time	11
	E. Guaranteed Curriculum Development	11
	F. Practicums	11
	G. Continuing Professional Development	11
IV	RIGHTS OF PROFESSIONAL EMPLOYEES	
	A. Required Meetings and Hearings	12
	B. Evaluation of Students	12
	C. Complaint Procedure	12
	D. Personal Life	13
	E. Disciplinary Procedures	13
	F. Organizing	13
	G. Non-Discrimination	13
	H. Instructional Material/In-Service	14
V	EVALUATION	14
	A. General Conditions	14
VI	PERSONNEL FILES	14
VII	ASSOCIATION RIGHTS AND PRIVILEGES	
	A. Information	15
	B. Released Time for Negotiations or Grievance Proceedings	15
	C. Use of School Buildings	15
	D. Use of School Equipment	15
	E. Notices	15
	F. Meetings	15
	G. Association Leave	16
	H. Use of Facilities	16
	I. Association Activities at Worksites	16
	J. Work Load	16
VIII	SICK LEAVE	16
	A. Sick Leave	16
	B. Non-Emergency Sick Leave	17

	C. Family Illness	17
	D. Maternity Leave	17
	E. Parental Leave	17
IX	PAID LEAVE	17
	A. Court Leave	17
	B. Bereavement Leave	17
	C. Personal Leave	17
	D. Professional Leave	18
	E. Injury on Duty	18
	F. Military Leave	18
X	UNPAID LEAVES	
	A. Short-term Leave of Absence	18
	B. Long-term Leave of Absence	18
XI	LAYOFF AND RECALL	
	A. Layoff	19
	B. Recall Procedure	20
	C. Appeal Procedure	20
XII	ASSIGNMENTS/VACANCIES/TRANSFERS	
	A. Assignments	21
	B. Posting of Vacancies	21
	C. Filling of Vacancies	21
	D. Involuntary Transfers	21
XIII	TEACHING CONDITIONS	22
XIV	NON-TEACHING DUTIES	23
XV	FRINGE BENEFITS	24
XVI	PAYROLL AND DEDUCTIONS	25
XVII	COMPENSATION	
	A. Salary Schedule	26
	B. Salary Placement	26
	C. Salary Advancement	27
	D. Miscellaneous	27
XVIII	CONTINUED EMPLOYMENT AFTER RETIREMENT	28

XIX	GENERAL PROVISIONS	
	A. Separability and Compliance	29
	B. Modifications	29
	C. Maintenance of Standards	29
XX	DURATION	30
APP. A	SALARY SCHEDULES	31
APP B	LONGEVITY RAISE	33
APP C	SALARY INDEX	34
APP. D	EXTRA DUTY SCHEDULE	35

Article 0
DEFINITIONS

District:	North Powder School District 8J, as represented by the Board of Directors (School Board) voted at large by the residing members of the school district.
Administration:	Including but not limited to the principal, superintendent, and the assistant superintendent.
Administrator:	All superintendents, assistant superintendents, and principals in the North Powder School District.
Supervisor:	<i>Designated administration staff.</i>
Teacher:	Includes all <i>TSPC licensed</i> employees in the North Powder School District who have direct responsibility for instruction or coordination of educational programs. “Teacher” does not include a school nurse as defined in ORS 342.125.
Contract Teacher:	Any teacher who has been regularly employed by <i>NPSD 8J</i> for a probationary period of three successive school years, and who has been retained, under contract, for the next succeeding school year.
Probationary Teacher	Any Teacher employed by a fair dismissal district who is not a contract teacher. The School District may enter into agreements that provide for a shorter probationary period of not less than one year for teachers who have satisfied the three-year probationary period in another Oregon School District.
Substitute:	Any teacher who is employed to take the place of a probationary or contract teacher who is temporarily absent.
Temporary teacher:	A teacher employed to fill a position designated as temporary, or experimental, or to fill a vacancy which occurs after the opening of school because of unanticipated enrollment, or because of death, disability, retirement, resignation, contract non-extension, or dismissal of a contract or probationary teacher.
Day:	A calendar day.
School Day:	Days when school is in session.
Student Contact Day:	Student contact days will be any day that contains qualified student contact hours.
Student Contact Hours:	As defined by ODE
Calendar Day:	Any day in the calendar year.

- Working Day: Also called “workday”. As defined by Article III, these are Student Contact days, plus any regularly scheduled day for teacher to perform work (without students), such as in-service days, (as defined in Article III).
- Calendar Weekday: Calendar weekdays, Monday through Friday, excluding holidays as defined in Article III.
- Board of Directors: Individuals elected to serve as members of the Board of Directors for North Powder SD 8J

Article I

RECOGNITION

Agreement between North Powder School District 8J and the North Powder Education Association.

In consideration of the following mutual covenants, it is hereby agreed as follows:

Section A

1. The Board hereby recognizes the Association as the exclusive representative for all teachers (one-half time or more) of North Powder School District, excluding substitutes; temporary employees employed less than 60 calendar days, principals, and the Superintendent for the duration of this contract.
2. The Board agrees not to *collectively bargain* with or recognize any teachers' *bargaining agent* other than the Association for the duration of this contract.

Section B

1. There shall be two (2) signed copies of the final Agreement for the purpose of records. One (1) shall be retained by the District and one (1) by the Association.
2. The Board will furnish to the Association a copy of the negotiated contract for each member of the bargaining unit within one (1) month of ratification of the Agreement by both parties.

Section C

1. The Board retains the right to manage, direct, and control its District and assign personnel, except as such rights are modified or waived by the terms of this Agreement or any subsequent Agreement. The District, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself all powers, rights and authority, duties and responsibilities conferred upon and invested in it by the laws and Constitution of the State of Oregon. Such powers, rights, authority, duties and responsibilities shall include but are not limited to the right to:
 1. The executive management and administrative control of the school system and its properties and facilities;
 2. Hire all employees and the right to determine their qualifications and the conditions of the continued employment or their discipline, suspension, dismissal, demotion, promotion or transfer;
 3. The unqualified right of assignment and direction of work of all of its personnel and to determine the number of shifts and hours of work and starting times and scheduling of

all the foregoing, but not in conflict with the specific provisions of this Agreement, and the right to establish, modify or change any work or business hours or days;

4. The unqualified right to establish the school calendar;
5. Determine the services, supplies and equipment necessary to continue its operations and to determine the methods, schedules and standards of operation, the means, methods and processes of carrying on the work including automation thereof or changes therein the institution of new and/or improved methods of changes therein;
6. Adopt rules and regulations in good faith;
7. Determine the qualifications of employees, including physical conditions.
8. Determine the location or relocation of its facilities, including the establishment or relocations of new schools, buildings, departments, divisions or subdivisions thereof and the relocation or closing of offices, departments, divisions or subdivisions, building or other facilities;
9. Determine the financial policies, including all accounting procedures and all matters pertaining to public relations;
10. Determine the size of the management organization, its functions, authority, amount of supervision and the table of organization;
11. Determine the policy affecting the selections, testing or training of employees providing such selections shall be based upon lawful criteria.
12. District reserves the right to share teachers with other educational entities as long as it doesn't result in the loss of a bargaining unit position or the reduction of current employee's FTE position.

Article II

GRIEVANCE PROCEDURE

Definitions

1. Grievance: A grievance is an allegation by the Association or a *teacher* that there has been an alleged violation of the collective bargaining agreement.
2. Class Grievance: A class grievance is a grievance which affects more than one licensure employee. Class grievances may be filed initially at Level I by the Association. Otherwise, the initiation, processing, and resolution of class grievances shall follow the identical procedure established for the resolution of grievances.
3. Grievant: Any *teacher* who files a grievance.
4. Grievance Representative: A person(s) selected by the Association to process and investigate grievances at all levels.

Informal Level

Each grievance shall be initiated within twenty (20) calendar weekdays after the grievant or Association knew or could reasonably have been expected to know of the action or inaction that constituted the basis of the grievance. Any grievance not filed *with the appropriate administrator* within a 20 calendar week day time *period* is considered waived. If the grievance cannot be resolved to the satisfaction of the grievant or the Association at the Informal Level with the Superintendent, then a formal grievance may be filed through the formal procedures defined as follows:

Level I

If the grievance is not resolved to the satisfaction of the grievant or of the Association at the Informal Level, the grievant or the Association shall submit the grievance in writing to the Superintendent or his/her designee not later than five (5) calendar weekdays after the informal meeting. Within ten (10) calendar weekdays after receipt of the written grievance, the Superintendent or his/her designee shall have a meeting with the grievant and/or the appointed grievance representative, and any person(s) necessary to effectuate a resolution of the grievance.

Level II

If the grievance is not resolved in Level I and the grievant wishes to appeal the grievance, the grievant may file the grievance in writing to the School Board within ten (10) calendar weekdays after receipt of the Superintendent's written answer. The written grievance shall give a clear and concise statement of the alleged grievance including the specific article and provisions of the contract that has been violated. The Board or its representative shall review the grievance, arrange for necessary discussions, and give a written answer to the grievant with a copy to the Association no later than ten (10) calendar weekdays following the next scheduled board meeting.

Level III

If the grievant is not satisfied with the disposition of the grievance at Level II, or if no decision has been rendered within the ten (10) calendar weekdays *after the board has considered the grievance*, the Association may submit the grievance to arbitration. The arbitration will be conducted in accordance with the Voluntary Labor Arbitration "Rules of the American Arbitration Association" in effect at the time (hereinafter referred to as the "AAA Rules").

1. Within ten (10) calendar weekdays after such written notice of submission to arbitration, the Superintendent and the Association will attempt to agree upon a mutually-acceptable arbitrator and to obtain a commitment from such arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the 10-day period, a request for a list of

- arbitrators may be made to the Employment Relations Board by either party. The parties will then be bound by the AAA rules in the selection of an arbitrator.
2. The arbitrator so selected will confer with the representatives of the Superintendent and the Association and hold hearings promptly and will issue the decision not later than twenty (20) calendar weekdays from the date of the close of the hearings or, if oral hearings have been waived, then from the date the final statements and proofs are submitted. The arbitrator's decision will be in writing and will set forth his/her findings of fact, reasoning and conclusions on the issues submitted. The arbitrator shall have the power only to interpret the terms of this agreement and to determine if they have been violated; he/she may not add to, subtract from, or amend the terms of this agreement. Insofar as his/her decision involves only matters subject to arbitration as above defined, and is based upon substantial evidence, such decisions shall be final and binding on the grievant, all District personnel, and the parties of the agreement. The decision of the arbitrator will be submitted to the Board and the Association and will be final and binding upon the parties.
 3. The costs for the services of the arbitrator, including per diem expenses, if any, and travel and subsistence expenses and the cost of any hearing room will be borne equally by the Board and the Association. All other costs will be borne by the party incurring them.

MISCELLANEOUS

1. Grievances may be investigated and processed during regular working hours, but not during student contact hours. The grievant and his/her Association representative shall be excused from assigned duties without loss of pay or benefits while attending a meeting prescribed by this grievance procedure. The same shall apply for the Association representative who is involved in the processing of a class grievance.
2. The grievance shall be kept confidential. No reprisal of any kind shall be taken against any persons because he/she participated in *good faith* in the grievance procedure. All records dealing with the processing of the grievance shall be filed separately from the personnel files of the participants.
3. The District shall cooperate with the Association's investigation of any grievance and provide the Association's Representative with all relevant information, unless excluded by law.
4. Both parties agree that the grievance proceedings shall be held as informally as may be appropriate at any level of the procedure.
5. The number of days indicated at each level shall be considered a maximum and every effort shall be made to expedite the process.
6. Extensions of the time limits may be requested in writing by either party. Said requests shall state the extension period requested and the reasons therefore. Said extensions must be mutually agreed upon; otherwise, the time limitations set forth herein are applicable. The grievant failing to meet the time limit prescribed, he/she shall forfeit all rights to further relief and the grievance shall be considered settled. If the District fails to meet the time limits as prescribed herein, the grievant will be able to move to the next level of the procedure.
7. No employee shall be required to discuss a grievance except in the formal meetings prescribed above at which an Association representative may be present. However, nothing contained herein shall preclude an employee from discussing the grievance informally with his/her supervisor before the grievance is filed at Level I.

Article III
CALENDAR AND WORKDAY

Section A - Calendar

1. The length of the contract year shall consist of up to one hundred sixty (160) paid workdays composed of:
 - Student contact days- those instructional hours and seat hours needed to meet, or exceed the minimum requirements outlined in OAR 581-022-1620.
 - 3 preparation days with administrative meetings lasting no more than 2 hours
 - **8** holidays (Labor Day, Thanksgiving, Christmas Day, New Year's Day, Martin Luther King Day, *Veterans Day*, *Presidents Day* and Memorial Day)
 - working days without students to include grading days, staff development days (in-service days, and school improvement days) *School improvement days and in-service days shall be jointly planned by teachers and administrators. These days may be scheduled as whole or partial days. If these days are scheduled as partial days, they must be scheduled in such a manner that their full time equivalency does not create more than the 160 contract days.

If the district chooses to have less than 160 paid work days, there will be no reduction in annual salary. If the district chooses to have more than 160 work days, the salary will be pro-rated per day for pay.

If the Board returns to a five (5)-day week **at not more than a 40 hour week**, the contract year shall consist of up to one hundred eighty-nine (189) paid workdays composed of:

- student contact days
 - **8** holidays (as defined above)
 - working days without students (as defined above)
2. The school year calendar shall have input by a committee comprised the administration and representation by the teachers.
 3. The administration shall submit the calendar, or calendars for final approval by the School Board. Approval of the yearly calendar lies with the Board, and only the Board.
 4. In-service will be discussed by a committee comprised of administration and NPEA executive committee with final approval by the administration.

Section B - Workday

1. The teaching day shall be 7:30 a.m. to 4:30 p.m., except Thursdays when the **teaching day** ends at 4:00 p.m. Workday shall include a thirty (30) minute continuous duty-free lunch period. If the Board returns to a 5-day work week the change in workday shall be subject to bargaining with the Association.

Section C - Inclement Weather

1. Teacher attendance shall not be required when school is closed due to inclement weather, but may remain at work if they choose to do so.
2. **In accordance with Oregon Revised Statutes**, if the minimum number of hours is not reached, those hours shall be made up by scheduling additional working days or school days, dependent on the type of day missed, at the end of the school year or during scheduled breaks.

Section D - Guaranteed Prep Time

1. All secondary teachers will have four (4) regular class periods of uninterrupted preparation time per week during the student day for the specific purpose of preparing for teaching assignments and a maximum of twenty-four (24) instruction periods per week. However, the District may offer and an individual teacher may voluntarily agree to teach an additional period in lieu of the preparation period. Teachers who accept an offer to teach an additional period shall receive additional salary in the amount of one-seventh (1/7) of their daily rate.
2. All elementary teachers will be provided with 60 minutes of preparation time per day, subject to scheduling constraints, during the regular work day for the specific purpose of preparing for teaching assignments. The preparation time may be scheduled on an individual basis within each building and the District may provide an opportunity for each staff member to make his/her wishes regarding such scheduling known before a preparation time schedule is adopted.
3. Employees in the bargaining unit employed less than full time shall receive a pro-rata portion of a full-time employee's prep. This pro-rata shall be determined by comparing the number of periods worked, by the number of periods in the day. Example: If a less than full time employee teaches for 2 periods, they receive 2/7th a period of prep.
4. In the event of unforeseen emergencies or increased enrollment which would result in significant scheduling changes, including double shifting, utilization of temporary portable classrooms or leasing additional facilities, the District and the Association agree to reopen Section D to discuss possible changes in preparation time. This is not intended to cancel preparation time, but may involve shifting of preparation to non-student contact time.
5. A teacher who agrees to cover another teacher's class during his/her preparation time shall receive additional pay based upon his/her per diem rate for the time spent covering the class. Persons requiring coverage for their absence shall have their pay reduced at their hourly per diem rate, unless on paid leave or District business. This is subject to administrative notification in advance.

Section E – Guaranteed Curriculum Development

Each teacher will be allocated eight (8) hours of substitute time for each classroom teacher FTE (including special education) assigned to the school annually. This substitute time will be kept in a pool and used to release classroom teachers from their instructional responsibilities to participate in IEP meetings, curriculum development, conduct scoring of work samples and/or work on student assessment. The principal and affected staff will mutually be responsible for scheduling the meetings and monitoring the use of this time. Teachers who choose to participate in these duties on Friday (non-workday) shall receive pro-rated pay in accordance with their individual salary schedule. Unused substitute time will not be carried forward to the following school year.

Section F - Practicums

1. All employees performing practicums shall be allowed the same privileges and rights as allowed by the Contract.
2. Practicums shall not interfere with regular teacher duties and professional responsibilities.

Section G – Continuing Professional Development

- 1) Members will participate in Professional Development designed in collaboration with the district. Professional Development, may be designed according to areas identified for improvement in the teacher evaluation or in areas agreed upon by individual members and the District.
- 2) The District will provide certificates of completion to be applied toward professional development units for all District in-service activities.

- a) Professional Development Units will apply toward movement on the salary schedule as follows:
 - i) A professional development unit equates to one (1) clock hour
 - ii) 20 PDUs equals 1 college credit for movement on the certified salary schedule.
 - iii) 1 semester credit equals 1.5 college credit for movement on the salary schedule.

Article IV
RIGHTS OF PROFESSIONAL EMPLOYEES

Section A - Required Meetings and Hearings

- 1. Whenever any member of the bargaining unit is required to appear or will be discussed before the Superintendent, Board, or any committee or member thereof, if such a committee is established by the Board or Superintendent, concerning any matter which could adversely affect the continuation of that employee in his/her office, position, or employment, or the salary or any increments pertaining thereto, then sufficient detail shall be provided to inform the teacher of the nature of the complaint for such meeting or interview. Teachers shall be entitled to Association representation at any investigatory meeting that the employee reasonably believes could ultimately result in disciplinary action. The Association representative's role during the interview shall be limited to asking clarifying questions. The representative shall not counsel the employee on how, or whether to answer questions, and will not be entitled to make opening, or closing statements.

Section B - Evaluation of Students

- 1. The teacher shall maintain the right and responsibility to determine grades and other evaluation of students. All grades and evaluation tools are subject to review by the administration. No grade or evaluation shall be changed without prior agreement between the teacher and supervisor. ***Any dispute unresolved between teacher and student/parent may then follow the complaint procedure.***

Section C - Complaint Procedure

Complaints will be handled and resolved as close to their origin as possible.

Although no member of the community will be denied the right to petition the Board for redress of a **complaint**, complaints made against teachers will be referred through the proper administrative channels for solution as described in Board Policy- KL before investigation or action by the board. Specifically, the proper channeling of complaints involving instruction, discipline, and learning materials will be initiated within seven (7) working days after any complaint regarding a teacher and will be as follows:

- 1. Teacher
 - a. The complaint may be presented in person or in writing. If the complaint is unresolved after the initial conversation with the teacher, the teacher shall meet with the Administration to apprise the Administration of the full nature of the complaint and they shall attempt to resolve the matter informally.
- 2. Administration/Teacher
 - a. In the event a complaint is unresolved to the satisfaction of all parties, the teacher or the complainant may request a conference with the complainant **teacher** and administration to attempt to resolve the complaint. Both teacher and complainant must be present.

3. Principal/Superintendent/Teacher/Complainant

- a. If the Superintendent/Teacher/Complainant does not resolve the complaint, the written complaint and summary of the findings shall be brought to the Board.

4. Board

- a. After receipt of the findings and recommendations of the Superintendent, the Board shall afford the parties the opportunity to meet with the Board and show cause why the recommendation of the Superintendent should not be followed. Copies of the action taken by the Board shall be forwarded to all parties.

5. If the teacher believes the Board procedure violates his or her rights, he/she may file a grievance under Article II of this contract.

6. Nothing in this Article or Agreement shall be interpreted to interfere with any party's legal obligation to appropriately report and respond to incidents or allegations of harassment, criminal conduct, child abuse, boundary invasion or sexual misconduct, as defined by State or Federal Statutes

Section D - Personal Life

1. The personal life of a teacher is not an appropriate concern for attention of the employer, except in areas that clearly interfere with the educational process or violate ORS 342.865.

Section E - Disciplinary Procedures

1. This section covers disciplinary procedures that will become a part of the teacher's permanent file.
2. No contract teacher shall be disciplined, reprimanded, reduced in rank or compensation, suspended, demoted, transferred for discipline, terminated, or otherwise deprived of any professional advantage without just cause and shall be preceded by:
 - a. A conference with the teacher by the appropriate administrator prior to taking any action.
 - b. A written explanation of the action to the teacher.
 - c. A complete review of the teacher's personnel file with the teacher and his/her representative if pertinent.
3. In no case will this be done publicly unless so requested by the teacher. Any such action will be subject to the grievance procedure set forth in this Agreement. Any suspension of a teacher pending final Board action will be with pay.

Section F - Organizing

1. Teachers shall have the right to organize, join, and assist the Association, to participate in professional negotiations with the Board through the Association, and to engage in other activities, individually or in concert, for the purpose of establishing, maintaining, protecting, or improving conditions of professional service and the quality of the educational program.
- 2.

Section G - Non-Discrimination

1. All practices, procedures, and policies of the school system shall clearly demonstrate that there is no discrimination in the hiring, training, assignment, promotion, transfer, or discipline of teachers or in the application or administration of this Agreement on the basis of race, creed, color, religion, national origin, union activity, sex, age, domicile, marital status, political beliefs, handicap, weight, or sexual preference.

Section H - Instructional Material

1. The employer agrees to purchase textbooks and instructional materials with input from the staff. All textbooks and instructional materials shall be approved per state law requirements and/or school policy.
2. The employer agrees to replace any textbook that the administration and the teachers agree to be out of date or unusable.
3. Each employee shall receive, at employer expense, a copy of each textbook used in courses the employee is expected to teach, exclusively for the employee's use

Article V
EVALUATION

Section A - General Conditions

1. The District agrees to collaborate with the Association when the District is considering making modifications to the evaluation process or upon changes in the statute.

Article VI
PERSONNEL FILES

Section A

Employees or designated representatives will have the right, upon request by the employee, to review the contents of their personnel files and to receive a copy at District expense of any documents contained therein. This file shall contain materials relevant to the employee's employment. An employee will be entitled to have a representative of the Association accompany him/her during such review. At least once every two (2) years, an employee will have the right to indicate those documents and/or other materials in his/her file which he/she believes to be obsolete or otherwise inappropriate for retention. Said documents will be destroyed if mutually agreed by teacher and Superintendent in accordance with ORS-342.850 (7) Disciplinary actions are permanent and cannot be removed.

Section B

No material will be placed in his/her personnel file unless the employee has had an opportunity to review the material. An employee will acknowledge that he/she has had the opportunity to review such material by affixing his/her signature to the copy to be filed, with the express understanding that such signature in no way indicates agreement with the contents thereof. The employee will also have the right to submit a written rebuttal to such material which will be attached to the file copy. Failure or refusal to sign will be noted but shall not limit the district in placing such document in the file.

Section C

The District agrees to protect the confidentiality of personal references and other similar documents.

Section D

Only evidence directly related and obtained during an ongoing investigation, or previously recorded in an employee's personnel file prior to the notification of demotion, discipline, or other involuntary change in the employment status shall be used by the Board as a basis for its action.

Article VII
ASSOCIATION RIGHTS AND PRIVILEGES

Section A - Information

1. Upon request, the Board agrees to furnish to the Association all public District information requested which is relevant for the Association to function as the exclusive bargaining representative. The association may be charged an hourly rate for the person, or persons who must compile the requested information. The Association may also be charge \$.10 per page to compile the information.
2. The District shall notify the Association of new hires at least one week prior to the first in-service day and shall give the Association one half our of that day to meet with the new bargaining unit members.
3. For any bargaining unit member hired after the start of the school year, the District shall notify the Association, within one week of the first day of work, of the name and worksite of the new hire.

Section B - Released Time for Negotiations or Grievance Proceedings

1. Whenever any representative of the Association or any teacher is required by the District to participate during working hours in negotiations or grievance proceedings, he/she shall suffer no loss in pay.

Section C - Use of School Buildings

1. The Association or its representative shall have the right to make phone calls and write letters for official Association business and otherwise conduct official Association business on School District property at all reasonable times, provided that it does not interrupt classes or other normal school operations, nor interfere with the carrying out of the duly-assigned duties of any teacher.
2. School rooms or other meeting rooms shall be made available to Association use upon approval by the Administration without charge to the Association.
3. Should the District receive notice of a strike from the Association all rights to use of facilities and equipment will be terminated. Any such use shall be approved by the Administration.

Section D - Use of School Equipment

1. The Association shall have the right to use school facilities and equipment, with the approval of the school Administration.

Section E - Notices

1. The Association shall have the right to place appropriate notices, circulars, and other materials on designated school bulletin board and distribute to teachers.

Section F - Meetings

1. The Association shall be provided a minimum of fifteen (15) minutes after any faculty meeting to conduct members-only business.
2. The Association shall be provided a minimum of one half hour during in-service week to conduct members-only business.

Section G - Association Leave

1. The District will grant the Association a total of four (4) days leave for Association business expressly limited to activities that are directly related to the local bargaining relationship between the District and the NPEA.

Section H – All Association use of district facilities and equipment described in this article is subject to applicable state and federal laws and district policies.

Section I – Association Activities at Worksites

1. Association-designated representatives shall be allowed to conduct Association business inside District worksites, provided the business does not occur during student contact time and the office is notified of the representative’s presence.

Section J – Work Load

1. The parties agree to establish a Work Load Committee to review problems identified by teacher or teachers relating to class size or work load. The committee shall be comprised of the Superintendent or his/her designee, a building principal, the teacher(s) involved, and an Association representative selected by the Association.
2. The committee shall be convened within fifteen (15) days from receipt by the building principal of such request. A report concerning the findings and recommendations of the committee shall be filed within thirty (30) days with the Administrator and the Association.
3. The Administrator shall notify the teacher(s) concerning action on the recommendations within five (5) days of such action.
4. In the event the administrative action on the Committee’s recommendation is not satisfactory to the teacher(s) an appeal may be made to the Superintendent and/or the School Board.

Article VIII
SICK LEAVE

Section A - Sick Leave

1. All teachers employed on a 160-day work year shall be credited with ten (10) days sick leave each school year at one day per month. All other teachers shall be granted sick leave on the basis of one (1) day per month (or portion thereof) worked. Part-time teachers will be pro-rated, for example, a teacher working one-half day would be credited with five days of sick leave in a year. Unused sick leave accumulation is unlimited and can be accumulated for PERS retirement. All teachers shall be credited with their full annual sick leave benefits on the first contract day of the school year and a statement showing total number of sick leave days accumulated will be issued to each teacher at that time. If a teacher separates from the District and has used unearned sick leave then it will be deducted from their final check.
2. New teachers to the District, who have worked for a public school system, shall be allowed to transfer accumulated sick leave when verified by the Administration of such school system up to 75 days. The transfer of sick leave from another school district shall not be effective until the teacher has completed thirty (30) working days in the North Powder School District.
3. A sick leave bank shall be established with teacher voluntarily participating by donating one (1) or two (2) days of sick leave to the bank. The choice for participation for current employees must be made within thirty (30) days from the start of the calendar school year, or when the bank is exhausted. Only employees who donate can use the bank. Employees must exhaust their own sick leave days before using the sick leave bank. Certified employees may request sick days from the bank for catastrophic, life threatening and long-term illness or injury. A committee composed of three (3) elected/appointed Association members participating in the bank shall vote to approve requests. Employees retiring from the District may donate not more than 20 days of their

accumulated sick leave to the sick leave bank. The Sick Leave Bank Committee shall notify the District of the name of the person responsible for managing the sick leave bank for the Association. That individual will notify the District of who has contributed sick leave days, how many days each individual contributed and at such time as leave is granted by the sick leave bank.

Section B – Non-Emergency Sick Leave

1. Sick leave may be used for non-emergency medical, dental, or ocular appointments when absence during working hours is necessary and when approved by supervisor. Approval must be obtained at least 24 hours in advance.

Section C - Family Illness

1. Sick leave may be used in case of illness of a member of a teacher's immediate family, i.e. spouse/domestic partner, children, parents, grandparents, grandchildren, or anyone living in the teacher's household.

Section D - Maternity Leave

1. Pregnancy disability will be considered sick leave.

Section E - Parental Leave

1. An employee shall be allowed to use his/her sick leave as per the Family Medical Leave Act for up to 12 weeks for the care of the employee's child (birth or placement for adoption). Any additional Parental Leave in excess FMLA will be at the discretion of Superintendent. If an employee requests additional leave, he/she will be allowed to use accumulated Sick Leave. If an employee requests additional leave which is unpaid, he/she will not receive paid fringe benefits during that time. During a contract year, if a teacher is absent for more than half the contracted days, he/she will not receive a step increase for that year's teaching experience.

Article IX
PAID LEAVE

Section A - Court Leave

1. Absence will be granted with pay to any teacher subpoenaed for jury duty, as a disinterested witness, or to appear at a hearing. Fees received by the teacher for court services rendered during working days will be remitted to the District.

Section B - Bereavement Leave

1. Bereavement leave shall be provided up to 10 days per person per occasion. The first 4 days will be paid by district; sick leave may be used, when available for the next 6 days. The following are the persons who will qualify the teacher for bereavement pay: immediate family plus siblings, grandparents, grandchildren, in-laws, and domestic partners, or anyone who qualifies under the Oregon Family Leave Act. Exceptions may be made at the discretion of the Administration.

Section C - Personal Leave

1. The District will grant three (3) personal leave days with pay per school year.
2. Application to the Administration for personal leave shall be made at least two (2) days before taking such leave (except in the case of emergency).
3. Personal leave cannot accumulate more than 5 days.
4. Personal leave shall not be used in less than one-half (1/2) day portions.
6. In the event that teachers do not use their 5 personal days within the designated school year, or roll them forward to the following year (not to exceed 2 days carried over), the teacher will be

paid for the unused personal days at the substitute teacher rate for that year. Payment will be reimbursed at or before the end of the fiscal year.

7. As part of end-of-the year check-out, teachers will indicate desire to be reimbursed for unused personal leave, in writing.

Section D - Professional Leave

Participation in professional educational meetings, conferences, school visitations, and professional growth activities that carry college credit, and extra-duty clinics are recognized as being beneficial to both the participant and the District. Attendance at such professional leave activities will be subject to authorization by the Superintendent.

Section E - Injury on Duty

1. Absence due to a compensatory injury, as defined in ORS 656.005(7)(a) or any compensatory injury incurred in the course of the teacher's employment which prevents or restricts them from performance of their duties shall not be charged against the teacher's sick leave days. 6556.240 Sick leave may, upon consent of the employee, be used to make up the difference between workers comp. benefits and the employee's normal salary.

Section F - Military Leave

1. Military leave shall be allowed in accordance with Federal and State law relating to such leaves.

Article X **UNPAID LEAVES**

Section A - Short-term Leave of Absence

1. Short-term leave of absence is leave without pay of thirty-one (31) or less calendar days.
2. Short-term leave may be granted by the Administration.
3. Application shall be made in writing at least five (5) days in advance of the commencement, if possible, and shall state specifically the reason(s) for the requested leave.

Section B - Long-term Leave of Absence

1. Long-term leave of absence is leave without pay for more than thirty-one (31) calendar days.
2. Application shall be made in writing and shall state specifically the reason(s) for the requested leave.
3. Application for a leave of absence without pay or fringes shall be submitted to the Administration as early as possible, but not later than March 1, if applicable to the following school year.
4. The Administration may make recommendation to the Board that an individual be granted leave without pay at the time that a suitable replacement has been contracted for vacancy. In those instances when it has been impossible to secure a suitable replacement on or before the end of the regular school year, the Administration may notify the applicant that the leave request will not be granted for the coming year.

Article XI
LAYOFF AND RECALL

Section A – Layoff

If the Board determines a layoff, in accordance with ORS 342.934 is necessary, the District agrees that such reduction shall be made in accordance with the following procedure:

1. Whenever the Board determines that a layoff is necessary, it will notify the Association. Except in the case of an emergency, notice will be given to the affected employees as soon as possible.
2. In conducting a layoff under this Article, the District will first determine the program(s) or area(s) scheduled for layoff or elimination.
 - a. After such determination, the District will make every effort to transfer employees in such program(s) or area(s) to other vacant positions for which they are properly licensed.
 - b. The District will make every reasonable effort to combine positions in a manner which allows employees to remain licensed so long as the combined positions meet the needs of the District.
3. In the event that a layoff is necessary, the employees to be retained shall be determined by means of the following criteria:
 - a. A determination that the teachers to be retained hold the proper license to fill the remaining position(s); and
 - b. The District may retain a teacher with less seniority if the District determines that the teacher being retained has more competence than the teacher being released except that no permanent teacher will be laid off if licensed to teach a course being taught by a probationary teacher.
 - c. Competence may be defined as the ability to teach a subject or grade level defined as elementary (K-6), middle (7-8) or high school (9-12) based on recent teaching experience related to subject or grade level within the last five years. Consistent with this definition of competence, however, so long as an employee is already licensed in a given area, subject or endorsement area at the time that a layoff is declared, the District may consider the willingness of the employee to pursue additional training and educational preparation equivalent to nine (9) credit hours in making a competence determination. The nine (9) credit hours are subject to mutual agreement. For purposes of this section, Title I, Special Education, and Elementary Specialists (Music, PE, Counseling, Child Development) shall be grouped with the grade level that the particular employee has been teaching.
4. Seniority shall be defined as the employee's total length of continuous service in the District. Seniority will be computed and accrue from the employee's first contract day in a bargaining unit position, and shall continue to accrue during paid leaves. Seniority shall not accrue during unpaid leaves of absence, but authorized unpaid leaves of absence shall not be considered to "break" continuity of employment. In case two or more employees have the same seniority with the District and are deemed by the administration to be equally competent, the tie will be resolved by drawing lots.

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

Section B – Recall Procedure

If, within twenty-seven (27) months of a layoff, a vacancy occurs within the District for which a laid-off employee is licensed, the recall outlined below will be followed:

1. Employees will be recalled in reverse order of layoff utilizing the criteria set forth in Section A.3 above.
2. 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 fifteen (15) calendar days from the date of mailing to notify the District of intent to return. The employee must thereafter report on the starting date specified by the District providing that this will not be less than fourteen (14) calendar days, or in the case of a teacher employed by an Oregon district, sixty (60) calendar days, from the date the notice of recall was received, or lose all recall rights.
3. All benefits to which an employee was entitled at the time of reduction (and which remain available to the other members of the bargaining unit) will be restored to the employee upon the employee's return to active employment. The employee will be placed on the proper step of the Salary Schedule for the employee's current position according to the employee's experience. An employee will not receive increment credit for the time spent on layoff nor will such time count toward the fulfillment of time requirements for acquiring permanent teacher status. Employee benefits do not accrue during the time of layoff.
4. Employees covered by this Article will have the option to continue insurance programs at their own expense subject to the approval of the insurance carrier.
5. Employees covered by this Article will be given consideration for substituting; such will not affect the employee recall rights.

Section C – Appeal Procedure

Any "appeal" from the Board's decision on layoff or recall pursuant to this Article shall be by means of expedited arbitration as follows:

1. The Association shall have ten (10) calendar days from the time the teacher received written notice of layoff to request expedited arbitration. This request shall be in writing.
2. The Association and the District shall then have ten (10) calendar days to select an arbitrator. Failing to do so, the Association and the District shall request that Employment Relation Board appoint an arbitrator who can hear the case within one (1) calendar month.
3. 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 is authorized to reverse the layoff or recall decision made by the District only if the District:
 - a. Exceeded its jurisdiction;
 - b. Failed to follow the procedure applicable to the matter before it;
 - c. Made a finding or order not supported by substantial evidence in the whole record (including its determination of merit and competence); or
 - d. Improperly construed the applicable law.

Article XII
ASSIGNMENTS/VACANCIES/TRANSFERS

Section A - Assignments

1. All teachers shall receive their tentative assignments for the subsequent school year no later than July 15.
2. If an elementary teacher's assignment (including classroom assignment) is changed involuntarily, he/she will be granted two (2) release days or two (2) paid (per diem rate) days for preparations.
3. If a high school teacher's assignment (including classroom assignment) is changed involuntarily, he/she will receive release time as follows:
 - a. If the change affects his/her full assignment, he/she will be granted two (2) release days or two (2) paid (per diem rate) days for preparation.
 - b. If the change affects only part of his/her assignments, his/her release time will be pro-rated. (i.e. If only two [2] periods are changed, four [4] periods of release time or pay shall be granted.)
4. When required, teachers will be given assistance with the moving of equipment and material.
5. The District may offer and the teacher may accept an early start or late end to their workday schedule. This would be considered a flex schedule where the teacher would be required to work the same number of hours (time) in a workday, but would be allowed to flex their instructional schedule to either, start their day at an earlier time, or end their day at a later time.

Section B - Posting of Vacancies

1. Notice of vacancies for bargaining unit positions, or extra duty positions, including paid non-contract time courses will be posted in each work site in a designated location for a minimum of seven (7) calendar days before the position is filled. A copy of the posting will also be given to the Association president.
2. An employee desiring a transfer to another assignment may submit a request to the District Office on or before April 15 for the following year. If a vacancy occurs in an existing or new position for which a teacher is certified, the District will notify the employee of the vacancy and the time lines for filling the position.

Section C - Filling of Vacancies

1. Current employees shall be given first opportunity in the filling of bargaining unit vacancies in existing or new positions.
 - a. First opportunity means that when an employee applies for a vacancy, he/she will be interviewed for that vacant position if, as a teacher, he/she is certified and qualified for the position. The interview will occur prior to opening the position to the public.
 - b. Qualification of applicants is at the discretion of the administration.
2. Employees requesting but denied a transfer to a vacancy shall be notified within five (5) calendar days of the date the vacancy was filled.

Section D - Involuntary Transfers

1. Involuntary transfers are those in which an employee is transferred at the initiation of the District.
2. The specific employee designated to be involuntarily transferred shall not be transferred outside of their certification, registered license, or endorsement area, except for as allowed by TSPC.
3. When an involuntary transfer is being considered, it will first be discussed in a meeting between the affected employee and the Superintendent, at which time the employee will be informed in writing of the reasons for the transfer.

Article XIII
TEACHING CONDITIONS

Section A

In compliance with state standards, the District shall make reasonable effort to provide adequate textbooks, reference materials, teaching supplies, duplicating facilities, furniture and equipment, staff lounge and restrooms, and telephone.

SECTION B

When hiring certified staff the District will solicit input and participation from staff. Specifically, the District will establish a committee to oversee the hiring process and to make recommendations to the Administration or to the Board in the absence of an administrator. Teacher representatives will be included on the committee. The Association will have the opportunity to appoint a member of their union to sit on each committee as long as the committee is not over five people. If the committee is over five people the Association will have the opportunity to appoint up to 20% of the committee from their union.

Section C

The District and the Association agree that a teacher's primary responsibility is to teach. Every reasonable attempt will be made to arrange such duties as custodial, clerical, and student supervision at lunchtime or other times so as to not interfere with professional responsibilities as defined by state law.

Section D

Teachers shall not be required to work under unsafe or hazardous conditions in compliance with state law.

Section E

Student discipline, as outlined in District policy, is the responsibility of the Administration. Teachers shall be able to give input, but will follow District and administrative policy and directives.

1. There shall be a written procedure for disciplinary action drafted by the Administration. Teachers shall be able to give input. This procedure shall be subject to approval by the Board.
2. If a student is endangering the safety and welfare of the student and/or others, the student must be removed from the situation and work with the immediate involvement of the Administration (ORS 339.250).
3. Teachers shall be provided with Administrative and/or Counselor assistance in dealing with severe behavior problems.
4. Classroom control will be the responsibility of the teachers following district policies and procedures.

Section F

The District may establish School Improvement and Professional Development Programs/Site-Based Decision Making Programs/21st Century Schools Councils Programs as provided for under ORS 329.704 the Oregon Educational Act for the 21st Century, and/or as part of the District's staff/curriculum development program.

1. Any site Council which is established as a component of such programs shall be composed as provided by law with Association representatives selected/elected by the Association.
2. No site program shall violate any District policy, violate any provision of the Master Agreement, or establish past practice without the approval of the District and the Association.
3. Any dispute that may arise regarding the development or implementation of a site-based decision making program will be subject to the grievance procedure of the collective bargaining Agreement.

4. When an Association member volunteers beyond the site council's meeting time to complete additional work for the site council, the employee shall be paid at his/her per diem rate for his/her time spent. All members of the site council will be made aware of this.

Section G

The District and the Association recognize that it is to the benefit of the North Powder students to encourage teachers to develop or improve the District's instructional program through the funding of special projects.

1. Teachers wanting to take on a special project/program may request funding for time, material and/or equipment.
2. Such requests shall be submitted to a projects committee consisting of three (3) teachers and a district administrator. Teachers must complete an application form and meet other requirements established by the committee.
3. If a request is approved by the Superintendent and the program is completed to committee standards, the teacher's time on the project will be reimbursed at the District's normal substitute pay rate.

Section H Fingerprinting/Criminal History Checks

1. When required for licensure, the District shall reimburse an employee for the cost of fingerprinting/criminal history checks.

Section I - Administering Medicines to Students

Administering medications to students must follow state and federal laws and guidelines, see board policy.

Section J – Labor-Management Committee

1. The District and the Association shall form a Labor-Management Committee (LMC). The Committee shall be composed of six (6) people with an equal number of management and teacher representatives. By mutual agreement, the parties may include invited guests to participate in LMC Meetings.
2. The purpose of the Committee is to discuss ideas, investigate concerns, suggest resolutions and make recommendations on matters in the best interests of the school community consistent with District and Association rights.
3. The Committee shall meet during the months of October, February, and May or as needed. Any member of the Committee may request a meeting of the Committee.

Article XIV **NON-TEACHING DUTIES**

Section A

The District and the Association agree that a teacher's primary responsibility is to teach. Every reasonable attempt will be made to arrange such duties as custodial, clerical, and student supervision at lunchtime or other times so as to not interfere with professional responsibilities as defined by state law.

Section B

The District and the Association agree that teachers should not transport students to or from school activities. Should an emergency exist and a teacher secures the necessary Administration authorization to transport a student, and the teacher has the proper liability protection on file in the District office, then the teacher shall receive the District mileage allowance. Teachers shall not be required to transport students to or from school activities in personal vehicles.

Section C

Teacher participation in any non-teaching duties outside workday is voluntary unless the district hires licensed personnel for an extra duty position.

Article XV
FRINGE BENEFITS

Section A

1. The District shall pay premiums for all bargaining unit members with the following insurance/health benefit:

2018-2019 \$1,615 cap in benefits per employee per month, which includes health, dental, and vision.

2019-2020 \$1,615 cap in benefits per employee per month, which includes health, dental, and vision.

2020-2021 Re-opener

In 2019, the parties will re-open the Agreement for negotiation of fringe benefits for contract year 2019-2020.

In 2020, the parties will re-open this Agreement for negotiation of fringe benefits for contract year 2020-2021.

2. All insurance coverage's shall be in effect for 12 months. Employees will take the plan purchased by the district, or have the ability to opt out under the following conditions only as outlined below.
3. The District will contribute to a Section 125 Plan the agreed upon insurance premiums paid by the District. Insurance premiums will then be deducted and paid from the employees' Section 125 Plan to the District's insurance carrier. The provider of the Section 125 Plan will be identified by the Association.
4. Employees eligible for a district insurance contribution, but who choose not to obtain insurance coverage, may "opt out" for the insurance year in accordance with the underwriting rules and regulations as set forth by the carrier (s) in the policy (policies) retained by the policy holder. The maximum number of employees opting out shall not jeopardize the unit rate participation requirements specified by the carrier and the underwriter rules. The monthly opt-out amount contributed to these employees, Section 125 or TSA programs shall be as follows:
 - a. Employees will receive \$730 monthly, minus any State, or Federally mandated deductions.
 - b. Employees will be given the opportunity to opt-out based on seniority and with proof of insurance coverage. If employees have the same seniority date, and determination is needed, the tie shall be broken by the drawing of lots.
 - c. If due to staffing changes the number of employees fall below the insurance carrier's minimum enrollment, employees who are opting-out will be required to return to the insurance program until the insurance carrier's minimum enrollment numbers are met. The recall to the insurance program will be by seniority. Least senior employees will be returned to the District's insurance program but will be given first priority to opt-out should the insurance carrier minimum allow.
5. Bargaining unit members may choose a lesser deductible, higher cost plan and pay the difference

Section B

The District will continue to provide any member of the bargaining unit who is injured on the job and who is entitled to workmen's compensation all benefits provided in Section A not to exceed one (1) year past expiration of the current contract subject to rules and regulations of the insurance carrier.

Section C

Upon a majority vote of the members of the bargaining unit, teacher shall be allowed to enroll in a group Long Term Disability insurance program through a payroll deduction plan.

Section D

The District shall reimburse employees who suffer a personal loss as a result of theft or vandalism not covered by their insurance up to \$1,000, as covered by the District's insurance policy, for items employees are using in the classroom for teaching purposes. Employees will include an inventory list with the dollar value signed and dated. This list must be updated each year.

Section E

The District may allow a job share from time to time at the District's discretion. In such cases the job share benefits will be prorated by the percentage of FTE worked based on the \$1,600 cap, the TSA allotment. The rest of the details of a job share will be handled through a memorandum of understanding between the District and the NPEA.

Article XVI **PAYROLL AND DEDUCTIONS**

Section A

Any teacher who is a member of the Association or who has applied for membership may sign and deliver personally or through the Association to the Deputy Clerk an assignment authorizing deductions of membership dues in the United Teaching Profession (i.e., local, OEA-NEA). Such authorization shall continue in effect from year-to-year unless revoked in writing as hereinafter provided. Pursuant to such authorization, and depending upon the payroll option chosen by the teacher, the District shall deduct an equal portion of such dues from each salary check issued beginning with the October check.

Section B

Withdrawing the authorization for payroll deduction for such dues must be accomplished by notifying the office of the Deputy Clerk and the Association prior to the fifteenth (15th) day of October of any year.

Section C

Miscellaneous payroll deductions must be authorized in writing by the teacher. Teachers' payroll checks shall itemize all payroll deductions.

Section D

Each teacher shall choose his or her method of receiving pay of/from the following choices:

- a. Ten (10) equal payments, beginning in September and continuing through May, with the tenth paycheck issued when the teaching contract is completed.
- b. Twelve (12) equal payments, with paychecks beginning in September and continuing through August.
- c. Twelve (12) equal payments, with paychecks beginning in September and continuing through May, with the remaining paychecks issued when the teaching contract is completed.

Salary payments will be divided into 10 or 12 equal payments the first of which will be issued the 20th of September. Subsequent payments will also be issued to certified staff on the 20th of each month. If the 20th of each month falls on a weekend, payment will be made on the last business day prior to the 20th. Maximum of 50% of monthly net salaries will be available upon request on the 10th day of September as a draw, following IRS guidelines. If the 10th of September falls on a weekend, draw payments will be made on the last business day prior to the 10th.

Section E

The District shall deduct an amount equal to the dues of the Association (local, OEA/OACE/NEA) from the pay of each teacher who is not a member of the Association, beginning with the October paycheck, as a fair share fee commensurate with the cost to the Association of collective bargaining and contract administration.

Any bargaining unit member who has not requested payroll deduction of Association dues under this Article of this Agreement or who has not certified to the District that he/she has paid his/her dues directly to the Association shall be subject to the provisions of this Article.

The Association will indemnify, defend and hold the District harmless against any claims made, any suit against the District on account of any action taken under the provisions of this Article

Article XVII **COMPENSATION**

Section A - Salary Schedule

The compensation schedule for teachers is attached to this Agreement as Appendix A and by this reference incorporated herein. This Salary Schedule/Index shall be the official Salary Schedule for all employees in the bargaining unit and shall not be deviated from except through mutual written consent of the Association and the District.

2018-2019	3% COLA
2019-2020	3% COLA
2020-2021	Re-opener

In 2019, the parties will re-open this Agreement for negotiation of compensation for contract year 2019-2020.

In 2020, the parties will re-open this Agreement for negotiation of compensation for contract year 2020-2021.

Section B - Salary Placement

1. The district shall be able to negotiate and award years of experience not to exceed any new employees actual accumulated years of teaching experience as defined by TSPC.
2. Teaching experience shall be cumulative and all half-time or more experience for a half year or more shall be considered a full year of experience for initial salary placement.

Section C - Salary Advancement

1. Effective September 1 of each year all employees, except those on Step 1, or an employee that has reached their maximum step, shall receive a step increase.
2. Employees, except those on Step 1, who earn a credit/degree level of BA, BA+15, BA+30, BA+45, BA+60/MA, BA+75/MA+15, BA+90/MA+30, or BA+105/ MA+45 after initial placement shall receive an additional step increase, effective the month following verification of additional educational credits or degrees.
3. Half-time employees will receive a step increase every two years. Employees working more than half-time will receive a step increase every year.
4. As part of submitting their letter of intent to return to the district for the next work year, staff will give notice of intent to move horizontally on the salary schedule by April 15, when letters of intent are due to the District.

Section D – Miscellaneous

1. The District shall not withhold from members' monthly salaries the employee contributions/payments required by ORS 238.200.
2. The District shall "pick-up" the six percent (6%) employee contribution required by ORS 238.200 and ORS 238A.330. The full amount of required employee contributions/payments "picked-up" pursuant to this Section (B2) shall be considered as "salary" within the meaning of ORS 238.005 (20) and ORS 238A.005 (16)(b)(F) with respect to PERS/OPSRP for the purpose of computing an employee member's "final average salary" within the meaning of ORS 238.005 (8) and ORS 238A.130. Any amount picked up shall be considered to be employee contributions for all purposes under Chapter 238 and Chapter 238A. Pursuant to ORS 238A.335 (2) (a), the parties agree that employee compensation has been reduced in order to generate the funds needed to make these employee contributions; the employer will file any required notices with the Public Employees Retirement Board.
3. In the event that during the life of this Agreement it becomes impossible for reasons of law, regulations or decisions of the courts for the District to make contributions/payments to PERS/OPSRP on behalf of employees the parties agree to reopen negotiations only related to this issue. The intent of the parties is to amend the agreement to make the change expenditure neutral to the District when compared to the contract language in Subsection (2). Expenditure neutral shall be defined as the District continuing to provide compensation at a cost to the District equal to the amount that would have been required by Subsection (2).
4. Employees in the bargaining unit employed less than full-time will be paid at a pro rata portion of the full-time salary.
5. Teachers employed in an extended contract will receive compensation in proportion to the extra time required, based on normal load at current salary.
6. Teachers may request reimbursement for expenses related to college/university courses or professional conferences/workshops, and/or dues for memberships to administrator-approved professional organizations.
 - a. Requests must be approved by Administration before funds are dispersed.
 - b. Such reimbursement will match Eastern Oregon University Rates for 3 graduate Credits not to exceed a total of \$1,100.00 per teacher per year.
 - c. Courses, workshops, etc., must relate to a teacher's potential or present assignment or must be part of a teacher's degree program.

Article XVIII

Continued Employment after Retirement

Section A - Retirement Prior to the End of a Contract Year

Teachers who are eligible for retirement benefits under PERS may retire prior to the end of the school year. Those employees who are subsequently re-hired for the remainder of that school year by the District are members of the bargaining unit and shall continue to work subject to the following conditions:

1. The teacher must begin the school year and submit his/her request to PERS that year for retirement.
2. The teacher (here in after referred to as “retiree” for this article only) shall complete the school year at his/her contracted salary rate.
3. Insurance benefit contributions for the term of their post-retirement employment shall continue as if the employee had continued as a contract teacher.
4. The District will not be obligated to make any PERS employer or employee contributions for the retired employee.
5. Retirees who accept employment under this article shall continue to make their Fair Share contribution to the Oregon Education Association.
6. Employees shall retain their seniority through the contract year.
7. Court, Bereavement, Personal, Professional, Injury on Duty, Military leave as well as current contract language, and contractual obligations will remain intact.

Section B- Rehire after post-retirement school year

All hiring decisions rest solely with the District and there is no guarantee of being rehired. Retirees who are subsequently rehired by the district after the completion of the school year in which they retire are subject to the following conditions:

- 1) Teachers after their post-retirement year will be considered new employees. Seniority will accrue from the date of their new assignment.
- 2) Salary placement will be treated the same as any other new hire to the District.
- 3) Retiree will be allowed to accumulate post retirement earned sick days.
- 4) The District will not be obligated to make any PERS employers or employee contributions for the retired employee.
- 5) Insurance benefit contributions for post-retirement employment will not be deducted from a retiree’s Early Retirement Benefits as set forth under Article XIX of this contract.
- 6) Retirees shall continue to make their Fair Share contributions to the Oregon Education Association.
- 7) The retiree who accepts employment under this article shall be bound to this Article and shall receive all other contractual benefits of the unit, except as outlined by Article XX.

Article XIX
GENERAL PROVISIONS

Section A - Separability and Compliance

The parties will comply with ORS 243.702, which provides:

(1) In the event any words or sections of a collective bargaining agreement are declared to be invalid by any court of competent jurisdiction, by ruling by the Employment Relations Board, by statute or constitutional amendment or by inability of the employer or the employees to perform to the terms of the agreement, then upon request by either party the invalid words or sections of the collective bargaining agreement shall be reopened for negotiation.

(2) Renegotiation of a collective bargaining agreement pursuant to this section is subject to ORS 243.698.

Section B - Modifications

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

Section C - Maintenance of Standards

All conditions of employment, including teaching hours, extra compensation for duties outside regular teaching hours, relief periods, leaves, and general teaching conditions shall be maintained at not less than the highest minimum standards in effect at the time this Agreement is signed, provided that such conditions shall be improved for the benefit of teachers as required by the express provisions of this Agreement. This Agreement shall not be interpreted or applied to deprive teachers of professional advantages heretofore enjoyed unless expressly stated herein. Upon mutual agreement, the parties may engage in discussions or negotiations of mandatory subjects of bargaining during the term of the Agreement.

In the event of a significant shortfall in projected revenues for the school program, and the reduction is more than four days, and after meeting, consulting and mutual agreement with the Association, and notwithstanding Article XX, Section C, the District can reduce an appropriate number of work days in that program to make up the shortfall. However, no member will be reduced by more than fifteen (15) days in a normal contract year. Any greater reduction will be handled under the layoff article. .

Article XX
DURATION

Section A

All provisions of this Agreement shall be effective July 1, 2018, and shall remain in effect through June 30, 2021.

Section B

This Agreement shall automatically be extended subsequent to the above termination date unless either party gives ten (10) days' notice terminating the Agreement or its successor is put into effect.

For the Association

For the Board

Association President

Board President

Date

Date

**** Signature Page for 2019-20 Reopener Agreement on COLA and Insurance CAP.**

Appendix A
North Powder Teacher
Salary Schedule 2018-19 (3%)

Years	BA	BA +15	BA +30	BA +45	BA +60 MA	BA +75 MA 15	BA +90 MA 30	BA +105 MA 45
1	34,650	35,343	36,210	37,249	38,288	39,328	40,368	41,407
2	35,863	36,591	37,492	38,549	39,622	40,696	41,771	42,845
3	37,076	37,838	38,773	39,848	40,957	42,065	43,175	44,283
4	38,288	39,085	40,056	41,147	42,291	43,434	44,577	45,721
5	39,502	40,333	41,338	42,446	43,625	44,803	45,981	47,159
6	40,714	41,580	42,619	43,746	44,958	46,172	47,384	48,597
7	41,927	42,827	43,902	45,045	46,292	47,540	48,788	50,035
8	43,139	44,044	45,184	46,345	47,627	48,909	50,191	51,473
9	44,352	45,322	46,466	47,644	48,961	50,277	51,594	52,911
10		46,570	47,748	48,944	50,295	51,646	52,998	54,349
11		47,818	49,030	50,242	51,629	53,015	54,400	55,787
12			50,312	51,542	52,963	54,384	55,804	57,225
13			51,594	52,842	54,296	55,752	57,207	58,663
14				54,141	55,631	57,121	58,611	60,101
15				55,441	56,965	58,490	60,014	61,538
16					58,299	59,858	61,418	62,977
17							62,821	64,415
								65,381

Salary Schedule 2019-20 (3%)

Years	BA	BA +15	BA +30	BA +45	BA +60 MA	BA +75 MA 15	BA +90 MA 30	BA +105 MA 45
1	35,690	36,404	37,296	38,366	39,437	40,508	41,579	42,649
2	36,939	37,688	38,617	39,705	40,811	41,917	43,024	44,130
3	38,188	38,973	39,937	41,043	42,186	43,327	44,470	45,611
4	39,437	40,258	41,257	42,382	43,559	44,737	45,915	47,092
5	40,687	41,543	42,578	43,720	44,933	46,147	47,361	48,573
6	41,935	42,827	43,898	45,059	46,307	47,557	48,806	50,055
7	43,185	44,112	45,219	46,396	47,681	48,966	50,252	51,536
8	44,434	45,397	46,540	47,735	49,056	50,376	51,697	53,017
9	45,682	46,682	47,860	49,073	50,430	51,786	53,142	54,498
10		47,968	49,180	50,412	51,804	53,196	54,588	55,979
11		49,252	50,501	51,750	53,178	54,606	56,032	57,460
12			51,822	53,088	54,551	56,016	57,479	58,941
13			53,142	54,427	55,925	57,424	58,923	60,422
14				55,765	57,300	58,834	60,369	61,904
15				57,104	58,674	60,244	61,814	63,385
16					60,048	61,654	63,260	64,867
17							64,705	66,348
								67,343

Appendix B
LONGEVITY INCREASE

Certified staff who advance past step 17 on the salary schedule, and have reached the BA+105/MA+ 45 column, will be given what is henceforth known as a “Longevity Increase.”

The Longevity Increase will be calculated by adding to step 17 of each contract year, an additional 1.5% of the step 17 salary.

Appendix C
Salary Index

Step	Ba	BA+15	BA+30	BA+45	BA+60 ma	BA+75 ma15	BA+90 ma30	BA+105 ma45
1	1	1.02	1.045	1.075	1.105	1.135	1.165	1.195
2	1.035	1.056	1.082	1.1125	1.1435	1.1745	1.2055	1.2365
3	1.07	1.092	1.119	1.15	1.182	1.214	1.246	1.278
4	1.105	1.128	1.156	1.1875	1.2205	1.2535	1.2865	1.3195
5	1.14	1.164	1.193	1.225	1.259	1.293	1.327	1.361
6	1.175	1.2	1.23	1.2625	1.2975	1.3325	1.3675	1.4025
7	1.21	1.236	1.267	1.3	1.336	1.372	1.408	1.444
8	1.245	1.272	1.304	1.3375	1.3745	1.4115	1.4485	1.4855
9	1.28	1.308	1.341	1.375	1.413	1.451	1.489	1.527
10		1.344	1.378	1.4125	1.4515	1.4905	1.5295	1.5685
11		1.38	1.415	1.45	1.49	1.53	1.57	1.61
12		1.416	1.452	1.4875	1.5285	1.5695	1.6105	1.6515
13			1.489	1.525	1.567	1.609	1.651	1.693
14			1.526	1.5625	1.6055	1.6485	1.6915	1.7345
15			1.563	1.6	1.644	1.688	1.732	1.776
16				1.6375	1.6825	1.7275	1.7725	1.8175
17					1.721	1.767	1.813	1.859

*Explanation of Salary Index

base wage	% raise of	base wage
29144	1.50%	28713

	%Down	% Across
Ba	0.035	
+15	0.036	0.02
+30	0.037	0.025
+45	0.0375	0.03
MA +60	0.0385	0.03
+15 +75	0.0395	0.03
+30 +90	0.0405	0.03
+45 +105	0.0415	0.03

Appendix D
EXTRA DUTY SCHEDULE
2018-2021

The stipends for employees filling extra-duty positions shall be determined as follows:

1. Extra Duty Advisors will be placed and will advance on the current BA+45 schedule according to their years of experience as an advisor, with a maximum step of 7.
 - a. All advisors will be paid according to this extra duty schedule regardless of whether or not they are part of the teachers bargaining unit.
2. Employees new to the District may, at the discretion of the Superintendent, be granted up to seven (7) years experience credit for placement on the extra-duty schedule. Teachers transferring to different positions within a specific category shall be granted all their years of experience within the category at the discretion of the Superintendent.
3. Extra Duty Advisors shall receive a percentage of the appropriate salary step as follows:

- Other Extracurricular Duties:

FFA	12%
Annual	3%
Drama Director	3%
Band Director	3% per season (football & basketball)

If there's a Drama Assistant, the Director would receive 2% and the Assistant would receive 1%.

FBLA Advisor	3%
6 th Grade Advisor(s)	\$300
7 th Grade Advisor(s)	\$300
8 th Grade Advisor(s)	\$300
9 th Grade Advisor(s)	\$300
*10 th Grade Advisor(s)	\$1,200
*11 th Grade Advisor(s)	\$1,800
12 th Grade Advisor(s)	\$700

4. When activities require travel and will be at least six (6) hours in duration, advisors shall be paid for meals that they miss. Receipts are required for meal reimbursement.

Breakfast	\$6.00
Lunch	\$8.00
Dinner	\$15.00

5. Ticket takers shall have the option to receive a stipend of \$1.50 per hour more than the current minimum wage for the State of Oregon.
6. FFA Advisor will have a 20 day summer contract, pending administrative permission. The District agrees to pay travel expenses for FFA Advisor when the Chapter participates in extended activities?, including but not limited to State Fair, State Convention, National Convention and Washington Leadership Council.
7. When activities require overnight stays, advisors shall receive an extra \$50.00 for each day which includes an overnight stay.