

AGREEMENT BETWEEN

North Wasco County School District #21

AND

District 21 Education Association

July 1, 2019
THROUGH
June 30, 2021

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PREAMBLE

This Agreement is entered into this 12th day of December, 2019 by and between the Board of Directors on behalf of North Wasco School District No. 21 of Wasco County, Oregon, hereinafter referred to as the Board or District and District 21 Education Association, hereinafter referred to as the D21EA or Association, affiliated with the Oregon Education Association, hereinafter called the OEA, and the National Education Association, hereinafter called the NEA.

Whenever the context so requires, the use of the masculine gender shall be deemed to include the feminine and vice versa, and the use of the singular shall be deemed to include the plural and vice versa.

This is the full Agreement of the parties on negotiable matters under Oregon statute for personnel included in the bargaining unit.

ARTICLE 1: RECOGNITION

The Board hereby recognizes the Association as the sole and exclusive bargaining agent on wages, hours and conditions of employment for licensed employees, whether under contract or on leave including: all temporary, probationary, and contract teachers, school psychologists, speech language pathologists, occupational therapists, physical therapists, counselors, child development specialists and school librarians/media specialists. Administrators, substitutes and confidential employees are specifically excluded.

The term “member” when used hereinafter shall refer to all employees represented by the Association in the bargaining unit. All references to member in this agreement infer full-time (forty hour per week) employees and all wages, preparation time, leaves, etc. will be pro-rated for less than full-time employees. Some individual articles of this agreement may further limit application of that article to employees working more than one-half time.

Temporary employees shall be covered by all provisions of this contract except Articles 13, Reduction in Force, and 11, Transfers and Vacancies.

ARTICLE 2: GRIEVANCE PROCEDURE

A. Definitions

1. Grievance: A “grievance” is a claim by a member, a group of members and/or the Association based upon the alleged misinterpretation, misapplication, or violation of the specific terms set forth in this Agreement. By mutual agreement with the District, a grievance may also be claimed based upon alleged misinterpretation, misapplication or violation of Board policy.
2. Grievant: The “grievant” is the person(s) and/or the Association making the claim.
3. References to “days” in this Article shall mean business days.
4. 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, equitable solutions to the problems which may, from time to time, arise relating to the application of the specific terms of this Agreement and, by mutual concurrence, Board policy. Both parties agree that these proceedings will be kept informal and confidential, as may be appropriate in resolving the grievance. 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.

C. Time Limits

This procedure should be processed as rapidly as possible. The number of days indicated for settlement or appeal at each level should be considered as a maximum. The time limits can be extended by written mutual consent of the parties involved at any level of the procedure.

D. Representation

The grievant has the right to have Association representation at all levels of the grievance process. The grievant’s representation shall be limited to no more than three (3) Association representatives.

E. Levels of Grievance

Normally grievances will be adjudicated using the following procedure, however,

levels may be skipped by mutual agreement of the parties.

1. Level One – Immediate Supervisor (informal): The grievant shall, within twenty (20) days of the knowledge of the act or condition which may be a basis of the grievance, first discuss it with the immediate supervisor, either individually or accompanied by an Association representative, with the objective of resolving the matter informally and/or gathering information necessary to determine if a grievance has in fact taken place. The immediate supervisor shall have five (5) days in which to make a verbal response.
2. Level Two – Immediate Supervisor (formal): If the grievant is not satisfied with the disposition at Level One, he/she may file the grievance in writing on the approved form with the immediate supervisor within ten (10) days after the decision at Level One has been received. The written grievance shall specify the specific management action or lack of action that is the cause of the grievance, the contract article or articles and sections thereof alleged to have been violated, and the remedy sought. The immediate supervisor shall have ten (10) days in which to respond in writing to the grievance.

At the request of the grievant, any grievance that will progress beyond Level One after the end of a school year shall have the timelines in E(3) below suspended until the first business day of the ensuing September.

3. Level Three – Superintendent: If the grievant is not satisfied with the decision of the immediate supervisor, the grievant may file the grievance in writing with the Superintendent within ten (10) days after the decision at Level Two was received. The Superintendent shall have ten (10) days in which to make a written response to the grievant. If the Superintendent determines that a hearing with the grievant is warranted, he/she shall have five days from the date of that hearing to issue a written response.
4. Level Four – School Board: If the grievant is not satisfied with the decision of the Superintendent, the Association may file the grievance in writing with the Board of Directors by directing all of the grievance documents to the Board secretary within five days. The Board shall conduct a hearing, unless waived by both parties, within fourteen (14) days of the receipt of the appeal or at the next regularly scheduled Board meeting, whichever is later. The Board shall issue a written response to the Association within ten (10) days of that hearing.

5. Level Five – Arbitration: If the grievant is not satisfied with the decision of the Board, the Association may submit the grievance to arbitration as follows:
 - a. Notification and Selection: Within ten (10) days of the date of the Level Four decision, the Association shall notify the District of its intent to submit the grievance to arbitration. If the parties are unable to mutually agree upon an arbitrator to hear the grievance, the Association shall request that the Employment Relations Board provide the parties with a list of seven (7) arbitrators from which the parties will select an arbitrator by alternately striking names until one remains. The parties shall draw lots to determine which party will strike the first name.
 - b. 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 arbitrator shall have no power to advise on salary adjustments, except as to the improper application thereof, nor to add to, subtract from, modify or amend any terms of this Agreement. The arbitrator shall have no power to substitute his/her discretion for that of the Board or the Association. A decision of the arbitrator shall, within the scope of his/her authority, be binding upon the parties. All grievances shall first be processed through the grievance procedure.
 - c. Cost: 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.

F. Miscellaneous

1. Failure to Adhere to Timelines: 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 of the grievant to meet the initial filing timeline or to file an appeal at any level within the timelines prescribed in this article shall result in a withdrawal of the grievance, and the District shall have no duty to process the grievance further.
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.

G. 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 Levels One and Two of this process and proceed directly to Level Three. The grievance filing at Level Three 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 Three, the remaining levels of the grievance process shall apply as provided for herein.

Flow Chart for Grievances

Level One	Informal Grievances Verbal	Immediate Supervisor Grievance in twenty (20) days Decision in five (5) days
Level Two	Formal Grievances Written	Immediate Supervisor Grievance in ten (10) days (total 35 days from grievance) Decision in ten (10) days Appeal in ten (10) days
Level Three		Superintendent Decision in ten (10) days Appeal in ten (10) days
Level Four		School Board Hearing in fourteen (14) days (unless waived by both parties) Decision in ten (10) days Appeal in ten (10) days
Level Five	Binding Arbitration	

ARTICLE 3: MANAGEMENT RIGHTS

- A. The District retains and reserves unto itself all powers, rights and authorities, 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:
1. The right to determine the location of the schools and other facilities of the school system.
 2. The determination of the financial policies of the District, including the general accounting procedures, inventory of supplies and equipment procedures and public relations.
 3. The determination of the management, supervisory or administrative organization of each school or facility in the system and the selection of members for promotion to supervisory, management or administrative positions.
 4. The maintenance, control and use of the school system properties and facilities.
 5. The determination of facilities, safety, health, and property protection where legal responsibility of the employer or other governmental unit is involved. The determination of employees' safety and health protection will be addressed in the health and safety article of this collective bargaining agreement.
 6. The right to enforce policies, rules and regulations now in effect and to establish new policies, rules and regulations not in conflict with this Agreement.
 7. The direction and arrangement of all the working forces in the system, including the right to hire, suspend, discharge or discipline members and the creation, combination, modification or elimination of any position identified in Article 1, in conformance with the provisions of this collective bargaining agreement.
 8. The determination of the size and makeup of the working force, the allocation and assignment of work to members, as defined in their job

description, the determination of policies affecting the selection of employees, and the establishment of quality standards and evaluation of employee performance.

9. The approval and authorization of the processes, techniques, methods and subjects to be taught.
 10. The right to schedule classes and assign teaching and/or duty workloads within the bounds of this collective bargaining agreement, and to approve and authorize textbooks, teaching aids and materials.
- B. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the District shall be limited only by the specific terms of this Agreement and then only to the extent that such specific terms are in conformance with the Constitution and the laws of the State of Oregon.

ARTICLE 4: ASSOCIATION RIGHTS

- A. The District will allow the Association reasonable use of the school buildings, equipment, e-mail and interschool mail facilities, provided such facilities are not otherwise in use and provided such use does not interrupt the school environment or performance of responsibilities. Use of buildings shall follow appropriate District facility use processes (e.g. premise use agreement) as applicable. The Association agrees to pay for the reasonable costs of all supplies and materials incidental to such use and any repairs necessitated as a direct result thereof. The District shall provide the Association with designated space on a bulletin board at each work site for the purpose of displaying Association information.
- B. Mail Facilities and Mail Boxes: Interschool mail facilities and school mailboxes may be used for distribution of Association communications so long as such communications are labeled as Association materials and comply with District policies regarding computer use and electronic communications. The Association shall indemnify and hold the District harmless against any and all claims, suits, orders or judgments brought against the District as a result of any District action taken pursuant to the provisions of this section.
- C. The District will make available to the Association a copy of the agenda of each Board meeting and Board Book that is available to the administrators and the media as soon as it is finalized. The District will allow a position at Board meetings for an Association representative at what is the customary seating position of administrators and media representatives.
- D. Association Leave. The Association shall be granted a total of thirty three (33) days of leave to attend Association business or activities with a maximum of fifteen (15) days to be taken by any one member of the Association. This leave may be taken in one-half or full day increments. The District will bill the Association for the cost of the substitute for each day at the end of the fiscal year. The Association shall provide notice to the District prior to the use of leave under this section.
- E. The District will provide a copy of the seniority list to the Association President on an annual basis.
- F. At least one week prior to new member orientation, the Association will be provided a listing of newly hired licensed employees. The Association will schedule with the District no less than thirty (30), nor more than one hundred twenty (120) minutes, during the orientation to meet with new employees without 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.

- G. 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.
- H. The District shall provide the Association, including designated OEA staff, reasonable access to members. For purposes of members of the Association who are not new employees, reasonable access includes, but is not limited to:
 - 1. The right to meet with members during the members' regular work hours at the members' regular work location to investigate and discuss grievances, workplace-related complaints and other matters related to employment relations.
 - 2. The right to conduct meetings at the members' regular work location before or after the members' regular work hours, during meal periods and during any other break periods.
 - 3. The Association may hold the meetings described in this section at a time and place set by the Association, provided that meetings do not interfere with the District's operations.
- I. The Association may schedule, on either of the teacher work days at the beginning of the school year, up to one hour to meet with members (as a group) at each of the various worksites.
- J. With prior approval of the administrator, the Association will be allowed to have brief discussions during a building staff meeting.
- K. The Association will be notified of all new licensed job openings. At least one member of the Association will be invited to serve on the interview committee for licensed and administrative positions, if such a committee is convened.
- L. The parties agree to the formation of a labor-management team.
 - 1. The purpose of the labor-management team is to facilitate communications

between the licensed staff and the District.

2. The labor-management team shall not have the authority to engage in negotiations, nor will it act as a substitute for the grievance procedures outlined in Article 2 of this agreement. This does not preclude the discussion of issues of concern in an attempt to avoid future grievances.
3. Each party shall appoint no more than four representatives to the labor-management team.
4. The labor-management team shall deal informally with any item brought forward by either party.
5. The team will meet once each month from September through May of each school year. Additional meetings may be scheduled by mutual agreement.
6. The Superintendent and the President of the Association will meet at mutually agreeable times.

ARTICLE 5: DUES AND PAYROLL DEDUCTION

- A. The employer will deduct dues, fees, and any other assessments or authorized deductions to the union in accordance with the payroll-deduction authorizations signed by members and provided to the union. The union will provide the employer with a list identifying the employees who have signed such authorizations and the authorized deduction amounts. The employer shall rely on the list to make the authorized deductions and to remit payment to the labor organization. Pursuant to such authorization the District shall deduct and remit the monthly amounts withheld from ten (10) regular salary checks of the employee beginning in September of each year.
- B. Dues deductions for employees who join the Association after the commencement of the school year shall be appropriately prorated on a twelve-month proration schedule.
- C. The amount of Association dues and any other voluntary Association contributions withheld shall be remitted to the designated Oregon Education Association office each month together with a reconciliation, in editable digital file format, of the amount remitted that reflects any changes in Association membership that may have occurred during the respective month. The amount of local Association dues withheld shall be remitted directly to the treasurer of the local Association.
- D. The Association shall notify the District in writing when a bargaining unit member should no longer have dues deducted. The District shall effect this change on the next practicable pay date following such notification.
- E. Each year, at or near October 1st, February 1st and June 1st, the District shall provide to the OEA Membership Specialist a report, in editable digital file format, of each employee in the bargaining unit (both active members and non-members) that includes the employee's name, last four digits of their employee ID, date of birth, date of hire, FTE, job classification or title, PERS classification, worksite, position on the salary schedule, home address; cellular, home and work telephone numbers; work and personal email addresses. Whenever a new employee is hired into the bargaining unit, the District shall provide the above information within ten (10) days of hire. The provision of the above information on the agreed upon dates shall be deemed to satisfy the requirement to provide information every 120 calendar days for employees in the bargaining unit who are not newly hired employees.
- F. The Association agrees to indemnify, defend and hold the District harmless from all claims, suits, orders or judgements against the District relating to the provisions of this Article. The District agrees to provide the Association timely notice of any claim and to cooperate fully with the Association in the defense of any action. The

obligation of the Association under this section does not extend to criminal acts or any conduct by the District that would constitute an Unfair Labor Practice.

- G. Upon appropriate written request, the District shall electronically deposit the member's paychecks into his/her authorized banking institution. Such direct deposit shall be subject to District rules and criteria.
- H. Members shall be given a choice each school year of receiving their salary in either ten (10) or twelve (12) paychecks. Members shall be paid on the 20th of each month, September to June, or the workday nearest to the 20th if the 20th falls on a weekend, holiday, or extended break.

ARTICLE 6: MEMBER RIGHTS

A. Employee Discipline

No member shall be disciplined without just cause. For the purpose of this Article, discipline shall include suspension without pay or written reprimand. If a question as to just cause exists, it may be resolved by submission to binding arbitration pursuant to the provisions of the Grievance Procedure contained in this Agreement.

B. Due Process

No member shall be disciplined without due process. For the purpose of this Agreement, due process shall be defined as:

1. The member will be told the charges prior to any disciplinary action being taken.
2. The member will have an opportunity to respond to the charges and to discuss the matter with their supervisor.
3. Each member shall have the right to be accompanied by no more than three (3) Association representatives at any meeting or conference with a supervisor which the member reasonably believes could lead to discipline or an adverse effect on continued employment. If, during any meeting to which a member did not bring Association representative(s), it becomes apparent that the potential for discipline exists, the member may stop the meeting until an Association representative(s) can be present.

C. Employee Dismissal

1. The dismissal or non-renewal of any employee required to hold a license as prescribed by the Teacher Standards and Practices Commission shall be subject only to the requirements set forth in ORS 342.805-342.955 and shall not be governed by the terms of this Agreement or subject to a claim of a violation hereof. The foregoing shall not be construed so as to render invalid an otherwise valid claim of a violation of other provisions of this Agreement. However, there shall be no valid grievance where the action in question (e.g., non-renewal or discharge) is also being pursued through the courts or the Fair Dismissal Appeals Board.

2. The dismissal, non-extension or non-renewal of contract or probationary members who are required to hold a teaching license as prescribed by the Teacher Standards and Practices Commission for employment with the District shall not be subject to subsections C(3) and C(4). The District will meet with the member prior to taking action to non-renew, non-extend or dismiss for the purpose of providing rationale for the intended action.
 3. After three (3) years of continuous employment, members who are not required to hold a license provided by the Teacher Standards and Practices Commission as a condition of employment shall not be dismissed without cause. For this purpose, cause shall be defined as any event which constitutes inefficiency, immorality, insubordination, neglect of duty, physical or mental incapacity, conviction of a felony or of a crime involving moral turpitude, inadequate performance or failure to comply with such reasonable requirements as the District may prescribe to show normal improvement and evidence of professional training and growth.
 4. During the first three (3) years of employment, members who are not required to hold a license issued by the Teacher Standards and Practices Commission shall be considered probationary and may be dismissed or non-renewed at the discretion of the District. For purposes of this Article, a member must work or be on approved paid leave for at least 135 days during a year for that year to count toward satisfaction of the probationary period. The District will meet with the member prior to taking action to non-renew, non-extend or dismiss for the purpose of providing rationale for the intended action.
 5. Notwithstanding the above, newly hired bargaining unit members may be employed for a shorter probationary period of not less than one year for members who have satisfied a three-year probationary period in another Oregon school district or ESD.
- D. To protect the members from undue censorship or restraint in the discharge of their instructional duties, the District shall provide for an orderly review of questioned and challenged materials and methods. This is not intended to abridge the rights of the administrators to direct the educational process.
- E. Neither party shall make critical statements in public nor in the presence of students regarding the job performance of staff members nor administrators. Criticism of employees shall be confidential.

- F. Student files and IEPs, including behavioral goals and required behavioral modifications, will be made available to all members assigned to teach or treat the student in question.
- G. Members shall have the right to Association representation during all phases of the Plan of Assistance process.
- H. Teachers shall have responsibility in the first instance to determine the grades, competencies and other marks and ratings of their students. If a grade is changed by the District it will be noted and initialed on the official transcript that the grade was changed by a district administrator. The administrator making the change shall assume responsibility for the grade adjustment and become the teacher of record unless the administrator is not authorized by Teacher Standards and Practices Commission to be the teacher of record. The teacher shall be informed in writing when the grade is changed.
 - 1. If the District makes a change to a grade and an administrator does not become the teacher of record, there shall be a conference between the administrator and teacher in which the teacher will have the opportunity to explain the procedures and standards used in determining the grade.
 - 2. When no such meeting is possible, the administrator shall provide a narrative for the rationale of the grade change in the student's electronic grade record.
- I. Members whose personal effects, such as purses, wallets or similar items, are stolen or vandalized while in their classrooms shall be reimbursed by the District. Such reimbursement will be made only if the member is not provided with any lockable storage space in their classroom or workspace in which such items could be kept. Before seeking reimbursement from the District, the member shall make the appropriate reports to the police department and their personal insurance company. The maximum liability of the District for each incident shall be \$250, with a maximum liability for a cash loss of \$50.
- J. Participation in the Site Based Committee by any member is voluntary.
- K. Prior to convening any meeting which the District reasonably believes may adversely impact a member's position, employment or salary, including all investigatory meetings in which the member is the subject of the investigation and meetings concerning plans of assistance, the affected member will be given twenty four (24) hour written notice. Members have the right to Association representation at such meetings.

ARTICLE 7: HEALTH AND SAFETY

- A. The District agrees to comply with ORS 654.010 and 654.015.
 - 1. When a member recognizes an unsafe condition, the member shall report it to his/her supervisor.
 - 2. The District shall establish a safety committee at each worksite in accordance with state law. Minutes of safety committee will be maintained in each building office. Staff may review the minutes by contacting the office.
 - 3. Inasmuch as there are other means available to an individual to relief from a complaint based on any of these issues, the grievance procedure of the Agreement may not be used to address issues related to this Section.

- B. Dangerous student behavior will not be tolerated by staff or administrators. If, in the judgment of the member, a student poses a threat or is violent to himself and/or others, the student will be removed from the classroom and the appropriate safety assessment process shall be in accordance with the staff and/or student handbook in each building. Appropriate measures to deal with dangerous behavior, including both temporary and permanent removal from class, will be included in Board policy, the student handbook, and/or the teacher handbook in each building. Included in these documents will be steps that will be taken if a student threatens or harasses a member. Members and administrators shall observe and follow the provisions of these documents in handling these problems in the classroom. There will be a building administrator or designee, who may be a non-administrator, responsible for student discipline at all times during the contract day.

- C. When the member reasonably believes there is an immediate threat to the health and safety of students and staff, the member may take reasonable steps to insure the safety of students and staff. If time is available the member will consult with the building administration. If time is not available the member will notify the building administration as soon as possible following the action taken. Emergency situations shall be dealt with in a manner consistent with the established emergency procedure posted in District buildings.

- D. Disruptive student behavior will be addressed by following the discipline procedures identified in the staff and/or student handbook at each building. These discipline procedures will be reviewed and/or revised every year prior to or just after the start of the new school year. These procedures should include the levels

of appropriate building-specific procedures and potential consequences.

A member who feels that the discipline procedures have not been followed in a given situation may pursue the matter through the contractual grievance procedures as far as level three.

It is recognized that individualized alternate plans may take precedence over the discipline procedures as long as the plan is clearly communicated.

- E. Disruptive or threatening behavior by an adult will not be tolerated. Every building must have a written plan outlining procedures to follow for these types of disturbances. A disruptive or dangerous adult behavior provision will be placed in the staff and student handbooks. The District will review the plan annually. A copy of each building plan will be given to the Association President, upon request.
- F. To the extent permitted by law, all Association members with a need to know shall be given any information, including discipline incidents that has been provided to the District administration showing that a student they teach has a record of violent behavior or is on a behavior support plan. Members shall be notified when a student enters class with a current behavior support plan, and that plan will be provided to them as soon as it is available.
- G. When a member has followed building protocol regarding the removal of a student from class for aggressive behavior, the principal or designee will notify the member prior to that student being returned to his/her class.
- H. The District shall notify Association members that electronic surveillance may occur on District property before such surveillance is initiated. The District shall develop and publish, after Association input, procedures regarding the implementation of any new video surveillance measures.
 - 1. It is agreed that information from electronic surveillance cameras may not be used as a means to evaluate Association members.
 - 2. Information from electronic surveillance cameras may be used in disciplinary situations.
- I. In the event a work site is deemed unsafe or not conducive to student learning and students are not in attendance, members will be assigned to an alternate work site.

ARTICLE 8: PERSONNEL FILES AND RECORDS

A. Definitions

1. Working File—Personnel records under the statute which are maintained by the administrator and are not subject to public disclosure unless otherwise required by law.
2. Personnel Files—Primary member files kept by the District in a central location. These files shall contain the summative performance evaluations of members and those records required by law. These records are not subject to public disclosure unless otherwise required by law.

B. Personnel files and personnel records maintained by building administrators are exempt from disclosure under ORS 192.450, ORS 192.460, and ORS 192.501 and by agreement of the Association and the District. Personnel files for each member shall be kept in a central location and shall be considered confidential.

1. A Member has the right to review the contents of his or her personnel file subject to an appointment scheduled within 10 (ten) working days of the District's receipt of a request from the member. A member also has the right to obtain a copy of any documents contained therein.
2. The member shall not have the right to view confidential letters of reference received by the District prior to the member being hired.
3. A member is entitled to have an Association representative accompany him or her during such review of the member's personnel file.
4. The member has the right to attach a written statement to any written material placed in the member's personnel file.
5. A member will be notified in writing when any evaluative or disciplinary document is added to their personnel file.

C. A member who receives material for entry in their personnel file will have the opportunity to review and acknowledge the material by signing the copy to be filed, with the understanding that such signature does not signify agreement with the content of the material. Refusal to sign will not prevent materials from being placed in the personnel file.

D. Administrator working files, including anecdotal notes pertaining to the supervision and evaluation of members may be maintained by the supervising administrator.

These records are exempt from disclosure pursuant to paragraph B above. Upon request, members may review the contents of the administrator's working file and write an explanation in response to any material contained in the file. Administrator working files will be reviewed by the Human Resources Department prior to the transfer of those files to an incoming administrator.

- E. Disclosure of materials contained in a member's personnel file shall be made only with the written permission of the affected member or to designated district administrators, representatives or agents, or by court order, by law, or by lawful subpoena by a law enforcement agency. Release of information contained in member personnel files to state agencies or to the exclusive bargaining representative in accord with the lawful functioning of those agencies shall not be construed as a waiver of the confidentiality of member 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.
- F. The District will take reasonable steps to ensure the physical and electronic privacy of member personnel files.

ARTICLE 9: COMPLAINT PROCEDURE

- A. Definition. A complaint is a negative remark or criticism made in writing against a member. It is the intent of this Article to provide a complaint procedure that will handle such complaints expeditiously and fairly.
- B. Procedural Requirements.
1. A conference between the administrator and the member shall be held within ten (10) working days from the District's receipt of a complaint. If the tenth working day referred to above occurs on a Monday, the timeline to hold the conference will automatically be extended to eleven (11) working days. The member will be given not less than twenty four (24) hours advance notice of the scheduled conference between the administrator and the member to address the complaint. The member may bring no more than three (3) Association representatives, if desired. The nature of the complaint shall be made available to the member not less than twenty-four (24) hours in advance of the meeting. A copy of the written complaint, including the identity of the complainant, shall be made available to the member at that meeting. The member will be allowed to present a response to the allegations contained in the complaint.
 2. Upon conclusion of processing of the complaint the member shall be given the outcome of the investigation in writing. If the supervisor does not judge the complaint to have merit, or if the District does not initiate the above process, the complaint shall be dismissed and no record shall be made in the personnel file.
- C. Oral Complaints
- An administrator receiving a complaint shall ask that it be submitted in writing. Complaints made orally to an administrator may be reduced to writing by the administrator. Such complaints, once reduced to writing by the administrator, shall satisfy the requirements of this article so long as the complainant is identified, and the complaint is signed by either the administrator or the complainant.
- D. Any complaint which the administrator or supervisor chooses not to discuss with the member shall not be considered in the member's evaluation and shall not be used against the member in any subsequent action by the District, except in situations where subsequent complaints are received that indicate a pattern or practice of behavior. In such situations, prior complaints may be referenced and may support discipline or a negative summative evaluation so long as the employee has previously been notified of the complaints in writing.

- E. The member has the right to provide a written response to be included with any documents arising from the operation of this Article placed in his or her personnel file. Any disciplinary action taken by the District as a result of a complaint shall be for just cause and may be appealed through the Grievance Procedure.

- F. The procedures set forth in this article shall not apply in situations in which a law enforcement agency has initiated an investigation into the same matter as is contained in the complaint. The District will notify the Association in the event that it has referred a matter involving a bargaining unit member to law enforcement, unless either law enforcement or the member instructs the District to withhold notification.

ARTICLE 10: TRANSFERS AND VACANCIES

The District shall notify the Association President of the following personnel actions: job openings, transfers, hires, resignations and retirements within a reasonable period of time following the action.

A. Voluntary transfers and vacancies.

1. A vacancy shall be defined as a new or existing open position for which applications are being taken inside and/or outside the District and for which interviews will be conducted. When the District determines that a vacancy exists, the District shall post notice of that vacancy on the-District website. Any member who wishes to be considered for an announced vacancy shall make written request to the Human Resources Office before the closing date identified in the posting by submitting a letter of interest and an intra-district application. Any qualified member making such a request will be granted an interview.
2. Vacancies that occur during the summer months will be posted in the District Office and on the District website.
3. Transfer Requests: Members who desire a transfer to another building when no announced vacancies exist may make their wishes known to the District by submitting a written request for transfer to the Human Resources Office on or before March 1 of each year.
4. Change of assignment: Members desiring a change in grade level and/or subject assignment shall notify their building administrator during the period of time established by the administrator.

B. Involuntary Transfers.

1. An involuntary transfer shall be defined as a change to another work site or assignment to a subject area (e.g., science, math, social studies), or grade level that is not requested by the employee.
2. If the District is considering the involuntary transfer of a member, the following shall occur before the decision to transfer is finalized:
 - a. The member will be informed of the transfer or reassignment being considered. The member shall be notified in writing of the reasons for the transfer or reassignment. Upon request from the member, the change shall be reviewed in conference between the member and the

Superintendent.

- b. The member will be advised of vacancies for which he/she may be qualified and allowed to inform the District as to his/her preferred placement. Final assignment decisions shall rest with the District.
3. After the decision to make an involuntary transfer has been finalized, the following shall apply:
 - a. Within one week the District shall inform the member in writing of their new work site or assignment.
 - b. The member may visit the new work site prior to the effective date of the transfer, and upon request will be allowed to meet with the new department and/or grade level team or other Professional Learning Community into which the member is being transferred.
 - c. There will be a minimum of three (3) workdays between the notification of the decision to involuntary transfer and the first day of work in the new assignment, unless waived by the employee.
 - d. The member and administrator(s) involved will mutually agree as to what supplies, equipment and furniture will need to be moved to implement the member's program in the new setting. The District will be responsible for the transport of those items. The District will be responsible for providing curriculum materials for the new assignment.
 - e. Members shall be compensated for involuntary transfers at their regular rate of pay as follows:
 - i. Change of elementary grade level - one (1) day
 - ii. Unscheduled change in, or addition of, a secondary subject area – one (1) day
 - iii. Change of building only – two (2) days.
 - iv. Change of elementary grade level to a grade not taught within the past three (3) years; change of secondary subject area to a subject area not taught within the past three (3) years – three (3) days.
 - v. Change of building and elementary grade level or change of building and secondary subject area – five (5) days.
 - vi. Change of classroom within the same building – one half (0.5) day; if additional setup hours are required, building administration can approve up to an additional one half (0.5) day.

ARTICLE 11: EVALUATIONS

- A. Evaluation of members shall comply with ORS 342.850, ORS 342.856 and the process described in the Teacher Growth and Evaluation Handbook as included by reference in this Agreement.
- B. The evaluation process described in the Evaluation Handbook must include the core teaching standards required 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 Teacher Growth and Evaluation Handbook shall be made available electronically to all members.
- C. Should the Board decide to change the evaluation process as described in the Teacher Growth and 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). Any compensation due members of this committee shall be the responsibility of the respective appointing party as long as the meetings fall outside of the scheduled work day. If the meeting is scheduled by the District during the scheduled work day, substitutes will be paid by the District. The committee will meet no less than six, times each school year to consider any proposed changes, amendments or alterations to the evaluation process described in the District Teacher Growth and Evaluation Handbook. The Association and the District will alternate setting the agenda from meeting to meeting with the District setting the first agenda. The committee will make a final recommendation to the Board.

ARTICLE 12: REDUCTION IN FORCE AND RECALL

- A. The procedure for reduction in licensed staff positions resulting from a the District's lack of funds to continue its educational program at its anticipated level or resulting from the District's elimination or adjustment of classes, programs or staff due to administrative decisions shall be as provided in this Article. However, nothing in this Article is intended to interfere with the right of the district to discharge, remove, or fail to renew the contract of a member pursuant to Oregon law (ORS 342.835) and the provisions of this agreement. When a reduction in staff is necessary, notice will be given to the involved staff and the Association forty-five (45) days in advance of the layoff date unless such notice is not possible. The notice shall include the position(s) which may be affected, the proposed timeline, and the reasons for the proposed action, assuming this information is available when the notice is given.
- B. If a reduction in force is to occur, it shall be implemented in accordance with all provisions of ORS 342.934.
- C. In determining members to be retained when the District reduces its staff under this article, the District shall:
1. Determine seniority of members in the affected area(s). Seniority shall be based on the first date of actual service with the District as a licensed member for the most recent term of consecutive years of service including approved leaves of absence. First date of actual service means the first day worked on or after the start date indicated on the work calendar for the position for which the member was hired. For purposes of this section only, "District" shall be defined as either the prior District 9 or District 12. If seniority is equal, the member with the highest education degree within the affected area will be deemed the most senior. If two or more members hold the same education degree within the affected area, the member with the greatest number of graduate credit hours eligible for lane advancement beyond that degree will be deemed the most senior. If seniority remains equal, the tie shall be broken by drawing lots.
 2. Determine whether members to be retained hold the proper state licenses and/or endorsements to fill the remaining positions.
 3. After licensure and endorsement requirements have been determined, layoffs will be in inverse order of seniority unless the District elects to utilize competence as described in this article.
 4. Determine whether competence will be utilized to retain a less senior teacher. If the District utilizes competence, it will do so in accordance with ORS 342.934. If the District desires to retain a teacher with less seniority

than a teacher being released under this section, the teacher being retained shall have more competence than the teacher with more seniority who is being released. The burden of proof shall rest with the District.

- a. “Competence” means the ability to teach a subject area or any elementary grade level based on recent teaching experience related to that subject or grade level within the last five years, or educational attainments, or both, but not based solely on being licensed to teach. Educational attainments shall include, but are not limited to, conferences, workshops and college coursework.
 - b. The district may consider a teacher’s willingness to undergo additional training or pursue additional education in deciding upon questions of competence.
5. In the event of a layoff, the District shall make every reasonable effort to transfer teachers of courses scheduled for discontinuation to other teaching positions for which they are licensed and qualified.
 6. A member with more seniority, whose position is being eliminated, shall have the right to displace or “bump” the least senior employee whose assignment the more senior member is licensed and qualified to perform, unless the District elects to apply competence. No member may bump into a position of greater FTE, nor will the District be required to split a position to allow a less than 1.0 FTE member to bump. In the event of a RIF, job-share members shall retain the FTE status that they had prior to entering into that job-share status.
 7. The District shall provide to all laid off members insurance benefits as provided under Article 21 of this Agreement until the end of the calendar month following the month in which the effective date of layoff occurs if the layoff occurs during the contract year (e.g. layoff occurs in December, insurance would continue until January 31). The District shall provide insurance benefits as described above through September 30 to members who are laid off following the completion of a contract year.
 - a. The District shall have no obligation to provide these fringe benefits to a laid off member who secures employment outside the District and receives insurance coverage from the new employer.
 - b. At the expiration of District provided insurance coverage outlined above, members will be offered continuation of insurance coverage under the Comprehensive Omnibus Budget Reconciliation Act of 1985 (COBRA) at their own expense.

D. Recall

If, within twenty-seven (27) months of layoff, a vacancy occurs within the District

for which a member on the recall list is licensed, qualified and competent, the recall procedure outlined below will be followed:

1. Recall shall be by inverse order of layoff subject to the recalled person possessing the necessary licensure and endorsement, except in the event the District applies competence to recall a member with less seniority.
2. At the time of layoff, the District will provide the laid-off member the opportunity to express in writing a desire to return to the District. The District will also receive the member's address for recall notification. In the event of a recall, the District will notify the teacher to be recalled by certified mail, return receipt requested, and sent to the last address given by the member to the District Office.
3. Members notified of recall by certified mail will have fifteen (15) calendar days from the mailing of such notice to notify the District in writing of their intent to return. A recalled member shall have fourteen (14) calendar days from such notice to the District of intent to return to report to work. Recalled employees working for another Oregon school district at the time of recall shall be required to report to work at the soonest possible time that does not cause them to be in violation of TSPC rules and regulations with respect to their current employer. Failure of the member to accept recall to a substantially equivalent position (at least 75% of the member's previous amount of FTE) within the time herein specified shall terminate such member's right to recall and all other employment rights with the District and will be treated as a voluntary resignation.
4. Upon recall, members returning from layoff shall have all previously accumulated sick leave and seniority reinstated, but shall not receive benefits for the period of layoff. Upon recall, members who worked more than one hundred thirty-five (135) contract days (or at least one-half of the contract year in a job share arrangement) of the year in which the layoff occurred shall be advanced to the next step on the salary schedule. Members who worked less than one hundred thirty-five (135) contract days shall be placed on the same step they were on when the layoff occurred.

E. 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) days from the time the member received written notice of layoff to request expedited arbitration. This request shall be in writing.
2. The Association and District shall request a list of arbitrators and select an arbitrator in the same manner provided for in the grievance article of this

contract.

3. The decision of the Arbitrator shall be final and binding upon 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, if the District:
 - a. Exceeded its jurisdiction;
 - b. Failed to follow the procedure applicable to the matter before it;
 - c. Made a finding or order not supported by substantial evidence in the whole record; or
 - d. Improperly construed the applicable law.

ARTICLE 13: WORK YEAR

- A. The school work year to be set by the District will include up to one hundred ninety (190) contract days (one hundred ninety-one (191) days for members new to the District), including the following paid holidays:

Labor Day

Veterans' Day

Thanksgiving Day

Memorial Day

Within the one hundred ninety (190) day work year (one hundred ninety-one (191) for members new to the District), the following days shall be reserved for member directed use:

1. An amount of time equivalent to one (1) day to be used for the purpose of completing and entering student grades at the end of each formal grading period (semester system = 4 days; trimester system = 3 days).
 2. The equivalent of a minimum of two (2) days at the beginning of the school year to be used by members for preparing for the upcoming school year. These days shall be free of required staff development or staff meetings,
 3. A minimum of one (1) day at the end of the school year for the purpose of conducting necessary year-end work.
- B. It is recognized that the District has the responsibility to set the annual school calendar. Prior to the adoption of the calendar, a proposed calendar will be recommended by a committee which will include representatives selected by the Association; reviewed by the Superintendent; and submitted to the Board. The District shall consult with the Association prior to making changes to the adopted calendar.
- C. The Board will cause to be distributed to all licensed personnel before the end of the school year a tentative calendar for the following school year that lists:
1. Starting and ending dates of school;
 2. Paid holidays;

3. Member in-service days;
 4. Days school is in session;
 5. The dates for Spring Break, which will include at least five (5) consecutive week days.
- D. In the event of an emergency closure due to adverse weather or facilities failure and students are not required to report, the members shall not be required to report to work nor shall they suffer a loss in pay or personal leave. However, the District reserves the right to make up any or all school closure days resulting from inclement weather without additional pay to the member. If scheduled make-up days exceed five (5) days and the member has a pre-scheduled conflict that cannot be reasonably rescheduled, the member shall notify his/her administrator of the circumstances and will be granted unpaid leave for those conflicted days.

ARTICLE 14: TEACHING HOURS

- A. The normal contract day shall be eight (8) hours in length and shall include a continuous duty-free lunch period of not less than thirty (30) minutes. Temporary arrangements may be made by the mutual agreement of the member and his/her immediate supervisor to alter the working hours. The District reserves the right to set the amount of student contact time within the contract day.
- B. The immediate supervisor may assign reasonable related tasks to members, including up to three (3) evening events per school year. Attendance at staff meetings and IEP meetings that go beyond the workday are not considered to be evening events.
- C. Preparation Time
 - 1. Each elementary teacher shall have a minimum of three hundred (300) minutes per regular five-day work week for planning and preparation, including at least one continuous thirty (30)-minute period of time within the student contact portion of each contract day.
 - 2. Each middle school teacher shall have a minimum of three hundred (300) minutes per regular five-day work week for planning and preparation. It shall include one (1) instructional period each day of not less than fifty-five (55) minutes in length during four days per week, and not less than forty-five (45) minutes in length during one day per week without assigned teaching or supervisory duties to be used for planning and preparation.
 - 3. Each high school teacher shall have a minimum of three hundred (300) minutes per regular five-day work week, including not less than sixty (60) continuous minutes during student contact time each day, for planning and preparation. Preparation periods will not have any assigned teaching or supervisory duties.
 - 4. A member may agree to be voluntarily assigned during their preparation time to cover another members' instructional period, if requested by the administration. If such assignment is accepted, the member will be paid the prorated portion of the member's daily pay rate for that assignment.
 - 5. All non-TSPC licensed members shall have a minimum of three hundred (300) minutes per five-day work week during the contract day for planning and preparation.

6. The above preparation time guarantees are for a regular full school day/week. Modified schedules shall result in proportionately modified preparation time guarantees.
7. The above preparation time guarantees shall be prorated for less than full-time members to an amount proportionate to their FTE.
8. Should the District find it necessary to reduce specialists or specialist time at the elementary level, the District may reopen this agreement for the sole purpose of renegotiating Section C(1) above. Such negotiations would be pursuant to ORS 243.698.
9. Special education teachers shall have their assigned education support professional(s) present during one of the work days referenced in Article 13 A)(2).
10. The District will provide an opportunity for special education teachers to meet with their assigned education support professional(s) during contract hours for a minimum of thirty (30) consecutive minutes at least two times per month.

ARTICLE 15: JOB SHARING

- A. With the exception of extra duty contracts, job sharing shall mean two qualified members voluntarily sharing the responsibilities of one contracted position. The members will also share contractual employee benefits and receive the proportionate share of their respective salary. The responsibility for determining whether a position is to be shared shall rest with the building principal and be authorized by the superintendent.
- B. Job sharing may be granted annually upon mutual agreement of the two members, the building principal, and the superintendent. A plan must be submitted each year. If two members wish to job share for the following school year, they shall jointly submit a plan to the District by April 1. The plan submitted must specify the specific curriculum and other responsibilities of each of the job-sharing participants; alterations or amendments to the plan shall not be effective until approved by the superintendent.
- C. If the District rejects a job sharing proposal, the process stops and does not become subject to the grievance procedure. By June 1st, unsuccessful applicants will be notified of the denial in writing and upon request will be notified of the reasons therefore.
- D. Contractual employee benefits, including sick leave and other leaves will be awarded, pro-rata, based upon those benefits awarded to members. The members shall receive the health insurance benefit that is available to members by paying their pro-rata share of the premium. However, in no event shall the district be obligated to pay more than the District's cost for one full-time member. By mutual agreement of the members, the health insurance benefit may be allocated between 0% and 100% to any one member.
- E. Members who were full-time employees before electing to participate in a job share may request to return to a full-time position at the end of the job share. Such request will be granted if there is a vacancy for which the person is qualified and the vacancy will be filled like other intra-district transfers/vacancies.
- F. Each job-share agreement is for one school year only.
- G. If either of the members is unable to start the school year or is unable to complete the school year, the other member may assume the full time responsibilities of the position, or another part-time person may be hired. This will be decided mutually by the district and the remaining job share member. In the event another part-time person is hired to complete the remainder of a job share position, the current job

share participant shall be allowed to participate in the interview process and provide input into the selection of the other participant. Temporary adjustments to approved job sharing plans may be approved by the participants' supervisor. Long term or permanent changes to the approved plan shall be submitted to the Superintendent as an amended plan for approval.

- H. Job share members are subject to the terms of the collective bargaining agreement in accordance with Article 1 of this agreement.
- I. Advancement by one step on the salary schedule shall be granted for successful completion of the job share agreement. Should the member return to full-time employment, prior job share experience shall be computed as full-time for placement on the salary schedule.
- J. The job-share program sets no precedent for continued job sharing in the District

ARTICLE 16: PROFESSIONAL LEARNING

- A. The District shall allocate the sum of fifty thousand dollars (\$50,000) during each fiscal year of this agreement for the purpose of reimbursing members for the costs of attaining graduate-level college credit during that fiscal year. In addition, these funds may be used to provide reimbursements as outlined in Article 16(B)(3) and Article 16(D)(1-2) below.
1. All applications for an allocation (encumbrance) of tuition reimbursement funds must be preapproved. All requests for preapproval must be submitted to the Human Resources Department prior to the completion of the relevant course, and will be processed in the order received.
 2. Applications for reimbursement shall be available online and may be submitted at any time.
 3. Reimbursements will be issued in the order in which complete applications are received. Complete applications shall include the course grade and proof of tuition paid and must be submitted within thirty (30) days of course completion. Late applications for reimbursement may not be honored and will result in the cancellation of encumbered funds.
 4. Each approved credit will be reimbursed at no more than the then current Portland State University cost per graduate credit
 5. The total annual fiscal year reimbursement under this article to any one member shall not exceed the cost of nine (9) graduate credit hours at Portland State University.
 6. No member shall be reimbursed for more than nine (9) credit hours per fiscal year.
- B. Lane advancement criteria and eligibility
1. Lane advancements shall only be effective as of the beginning of a contract year (September 1) for coursework completed on or before October 15 of that same year.
 2. Graduate level college credits shall qualify for lane advancement.
 3. Undergraduate college credits that are approved in advance by the Superintendent or his/her designee shall be eligible for reimbursement under Article 16(A) and lane advancement if the skill area is identified as a need in the building's school improvement plan or if it is collaboratively

identified by the Association member and his or her evaluator as a professional learning need that aids the employee's achievement of Student Growth Goals or Professional Growth Goal.

C. Additional Professional Learning

1. In service and other professional learning programs shall be jointly developed by the District and Association and should reflect individual school improvement plans. The District reserves the right to independently schedule professional learning opportunities that are deemed to be in the best interest of the District.
2. It is recognized that the District and the Association will follow best practices in professional learning and that professional learning is teacher led.
3. Members shall be compensated at the curriculum rate of pay for attending any professional learning conference/workshop that does not occur on a scheduled workday and attendance is either requested by the District, or requested by the member and approved by the District.
4. Members shall be compensated at their regular rate of pay for attending any professional learning conference/workshop that does not occur on a scheduled workday and attendance is required by the District and agreed upon by the member.

D. National Certification

1. Each member shall be entitled to a one-time reimbursement under Article 16A) for up to four components of the NBCT certification at four hundred seventy-five dollars (\$475) for each component. The maximum reimbursement available to any one member under this section shall be one thousand nine hundred dollars (\$1,900).
2. If the National Board certifying organization for the member's area of assignment is not NBCT, the member is eligible for a one-time reimbursement of costs and related fees to attain the certification (not to exceed one thousand nine hundred (\$1,900) dollars) upon completion and documentation of National Board Certification.
3. Subsequent annual fees for any National Board certification are the responsibility of the individual member and are not reimbursable.

ARTICLE 17: MENTOR TEACHER

A. Mentor Teachers

1. The District reserves the right to establish and discontinue a mentor teaching program, which may include members that are new to the District but not new to the profession.
2. No member shall be designated as a mentor teacher unless willing to perform in that role.
3. No mentor teacher shall participate in the evaluation of beginning teachers for purposes of action taken under ORS 324.805 to 342.955.
4. The District will not increase the workload of any other teacher regularly employed by the District as a result of release time used by a mentor teacher.
5. Mentor teachers may resign the assignment at any time.
6. The District will pay the teacher who is acting as a mentor twenty-nine (\$29.00) dollars per hour for each hour worked in accordance with the plan established by the mentor and administrator.
7. The District may utilize retirees to serve as mentors to new teachers during their first year of teaching. This may be extended to teachers who need mentorship regardless of their years of experience.

B. Student Teachers

1. Credit Vouchers received by the District from academic institutions in return for the supervising of student teachers shall first be made available to the teacher who is assigned those supervisory duties. The supervising teacher may elect to make those credits available to other teachers. Upon timely notice by the supervising teacher of the availability of credits, the District will make them available to other District teachers on a first-come, first-served basis.
2. In the event monies are received by the District earmarked for student teacher supervisors those funds shall be forwarded to the designated teacher, less any applicable payroll costs.
3. Provision of credit vouchers or funds related to the supervision of student teachers shall be subject to the individual agreement between the District and the particular educational institution. The student teacher supervisor shall receive a copy of the agreement related to their particular student teacher.

ARTICLE 18: SALARY AND RELATED PROVISIONS

A. Salary Schedules

1. The salary schedule for the 2019-20 school year shall be the 2018-19 salary schedule increased by two and four tenths (2.4%) percent and is attached as Appendix A-1. Also attached as appendix A is a new notional salary schedule which will be the base for any increase resulting from section A(2) below.
2. The salary schedule for the 2020-21 school year shall be the notional 2019-20 salary schedule (appendix A) increased by any positive average annual change in the All Urban Consumers, West Region CPI-U as published by the Bureau of Labor Statistics for the calendar year 2019, plus one (1%) percent. For the 2020-21 school year, each member will be compensated at the higher of the salary shown on this newly calculated salary schedule (appendix A), or the existing 2019-20 Appendix A-1 for his/her respective step and range.

B. Step Advancement

Bargaining unit members who work at least one hundred thirty five (135) days during the preceding school year, and who are not at the top step of a salary column, shall be advanced one step on the salary schedule effective the first work day of the succeeding school year.

C. Salary Column Advancement

Salary advancement for additional education, as provided for by the salary schedule, shall be effective only at the beginning of a contract year. To qualify for such advancement, the member shall submit to the District Office prescribed certification demonstrating successful completion of approved coursework that entitles the member to column advancement. Such submission must be made no later than October 15 to be effective the current school year.

D. PERS/OPSRP Contribution

1. The District shall not withhold from members' monthly salaries the employee contributions/payments required by ORS 238.200 and ORS 238A.330.

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 paid pursuant to this section shall be considered as “salary” within the meaning of ORS 238.005(6)(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, and shall be considered as “salary” for the purpose of determining the amount of employee contribution required to be contributed pursuant to ORS 238.200. Any amount paid shall be considered to be employee contributions for all purposes under Chapter 238 and 238A. Pursuant to ORS 238A.335 (2)(a), the parties agree that employee compensation has been reduced in order to generate the funds needed to make these employee contributions; the employer will file any required notices with the Public Employees Retirement Board.
3. In the event that during the life of this Agreement it becomes impossible for reasons of law, regulation, or decisions of the courts, for the District to make contributions/payments to PERS/OPSRP on behalf of employees, or if employee contributions to PERS/OPSRP are not required, then:
 - a. On the date that the District is relieved of its obligation to otherwise, pick-up, assume, or pay the six percent (6%) employee contribution/payment required by ORS 238.200 or ORS 238A.330, six percent (6%) shall be added to the salary of each employee and the salary schedule shall be recomputed to include this adjustment.
 - b. The District agrees to adopt a resolution to make an election under the IRS Code to allow a pre-tax deduction of the six percent (6%) employee contribution/payment required by ORS 238.200 and ORS 238A.330. Such deduction shall be made from each employee’s pre-tax gross wages.
4. Members covered by the Public Employee Retirement System (PERS) Tier 1 or 2 shall be permitted to convert unused sick leave upon retirement in accordance with ORS 238.350 and PERS administrative rules.
5. If the District elects to employ any person that is a retired member of PERS during the period January 1, 2020 through December 31, 2024, Article 18(D)(2)-(4) shall not apply to the employment of that person.
6. The parties agree that the above provisions are subject to all applicable state laws governing PERS, and that the District shall not be liable for any claims or amounts in excess of that provided for under the law.

E. National Board Certification

Any member who attains National Board Certification shall receive a one-time payment of \$1,500 upon documentation to the District of successful completion of the certification program. Beginning with the school year following such payment, the member shall receive \$500 per year so long as that certification is maintained. The same payments shall be made to any member who attains a doctorate degree in education or in the area of their assignment, as determined by the Board.

F. Speech and Language Pathologists, School Psychologists, Physical Therapists and Occupational Therapists employed by the District shall be placed on the appropriate step and in the appropriate column on the salary schedule contained in the current collective bargaining agreement. In addition, each individual employed full-time (1.0 FTE) in that capacity shall receive a stipend for each school year in the amount of three thousand (\$3,000) dollars. Less than full-time employees working more than half-time (.50 FTE) shall receive a prorated stipend based on their full-time equivalency.

G. Each special education teacher employed full-time (1.0 FTE) in that capacity shall receive a stipend for each school year in the amount of one thousand (\$1,000) dollars in recognition of the need to convene and guide IEP and other related meetings that are required of their position but cannot be entirely accomplished during the contract day.

ARTICLE 19: TRAVEL

- A. Reimbursement for authorized travel by personal automobile will be at the rate allowed by the Internal Revenue Service for business mileage. Any change in the rate allowed for mileage reimbursement shall become effective on the appropriate date as announced by IRS. Proof of adequate insurance coverage must be shown prior to any travel transporting students or District personnel. When several members travel to the same location, only one member shall receive mileage reimbursement unless separate travel is necessary because of the number of members involved or because of other conflicting professional obligations. In such instance, the member(s) shall obtain approval for separate travel prior to the trip.
- B. Any member traveling outside the District on a school-sponsored activity will receive expenses reimbursed in accordance with district administration regulations upon presentation of receipts according to the following schedule:
1. Twelve dollars (\$12.00) for breakfast if they leave before seven o'clock in the morning (7:00 a.m.) or stay overnight
 2. Fifteen dollars (\$15.00) for lunch if they do not return before noon (12:00 p.m.) or leave before noon (12:00 p.m.)
 3. Thirty dollars (\$30.00) for dinner if they do not return home before six o'clock in the evening (6:00 p.m.)
 4. Up to one hundred twenty-five dollars (\$125.00) per night for lodging.
 5. Any unused allowance for a given meal may be applied to any other meal in the same day.
- C. The daily maximum for lodging and per diem shall not apply when the member is required to stay or eat at a specific location in conjunction with the activity being attended. In such instance the District shall pay the full actual cost. When members accompany students on an activity, members shall be provided with the same per diem applicable to the students. The student per diem shall be the same for all students and all activities throughout the District. However if students receive no per diem, members will have expenses reimbursed as described above.

ARTICLE 20: INSURANCE

District Contribution

1. For the 2019-20 plan year, the maximum monthly District contribution toward the payment of health/vision/dental insurance premiums or other health care related benefits shall be one thousand three hundred seventy-seven (\$1,377.00) dollars.
2. For the 2020-21 plan year, the maximum monthly District contribution toward the payment of health/vision/dental insurance premiums or other health care related benefits shall be one thousand four hundred eighteen (\$1,418.00) dollars.
 - a. Each year of this agreement, one of the plans selected under Article 20 (G) below will be designated as the preferred district major medical plan for the 2019-20 plan year the preferred district major medical plan designated is the Moda Medical plan 5.
 - b. Each member enrolling in the Moda Medical plan 5 for medical insurance coverage, at a cost to the member of one hundred fifteen (\$115.00) dollars per month, will also be entitled to receive coverage under the VSP Choice vision plan and the Moda Exclusive PPO dental plan (with orthodontia) at no cost to the member.
 - c. Monthly vision insurance premium costs in excess of the cost of the VSP Choice vision plan or monthly dental insurance premium costs in excess of the cost of the Moda Exclusive PPO dental plan (with orthodontia) are the responsibility of the member.
 - d. Members that enroll in the preferred district major medical plan shall also be eligible to participate in a District sponsored group HRA plan.
 - e. The purpose of the group HRA is to provide reimbursements to members enrolled in Moda Medical plan 5 such that the annual deductible amounts (\$400/\$1,200) and the annual out of pocket maximum amounts (\$3,000/\$9,000) are substantially equivalent to the levels provided by the Moda Medical plan 1. No reimbursement described in Article 20(A)(3)(f) below is available until after the member and his or her spouse and dependents (if any) have satisfied their portion of the deductible and/or out of pocket maximum required under the certificate of coverage for the Moda Medical plan 1.
 - f. Group HRA reimbursements are available only for qualifying expenses that are described in the Moda Medical 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).

3. The parties may elect to discontinue the program described in Article 20(A)(3) at the end of any plan year.
- B. Subject to the rules and regulations of OEGB and the Patient Protection and Affordable Care Act (PPACA), or the corresponding provisions of any successor mandatory federal health care act, members who demonstrate credible group insurance coverage from another source may opt out or waive participation in the District health insurance program.
1. Those members that waive coverage shall receive no remuneration or other benefit from the District in lieu of insurance coverage.
 2. Those members that opt out of OEGB health insurance coverage will be included in a group that is entitled to a District paid benefit. This benefit will be provided via a contribution on behalf of each eligible member to a Health Reimbursement Arrangement (HRA) Voluntary Employees' Beneficiary Association (VEBA) Trust, namely, VEBA Trust for Public Employees in the Northwest, located in Spokane, Washington. Members opting out of health insurance coverage may elect to receive the VSP Choice vision plan and/or the Moda Exclusive PPO dental plan (with orthodontia) coverage(s) at no cost to the member.
 3. The amount of the monthly District contribution on behalf of each eligible member shall be twenty-five (25%) percent of the maximum monthly district contribution described in Article 20(A)(1) above. Thus, the contribution for the 2019-20 plan year shall be three hundred forty-four (\$344.00) dollars per month.
 4. Management of each member's account with the HRA-VEBA Trust will be between the individual member and the trustee.
 5. In the event that any provisions of Article 20(B) are deemed inoperable or unallowable by OEGB or the trustee of the VEBA trust, the parties may reopen this agreement for the sole purpose of renegotiating Article 20(B). Such negotiations would be pursuant to ORS 243.698.
- C. **Section 125:** The District shall make available a Section 125 Cafeteria Plan to assist employees in the payment of any out of pocket expenses provided under law including but not limited to medical, childcare, pharmacy, and insurance premiums.

- D. **Long-Term Disability:** Each employee working 0.5 FTE or more will contribute the monthly insurance premium established by the insurance carrier, for long-term disability insurance.
- E. **Life Insurance/ A D & D:** The District will purchase a ten thousand dollar (\$10,000) life insurance/ A D & D benefit for each employee at no cost to the employee.
- F. The District and the Association shall each appoint three representatives to an insurance committee. The purpose of the committee shall be to review the outcomes and operations of the HRA program described in Article 20(A)(3). Any committee recommendations must be mutually agreed to by both parties.
1. The committee will review contributions to, and disbursements from, the HRA account(s). All management fees paid by the District to administer the account(s) shall be considered a legitimate disbursement from the account(s).
 2. The committee will examine options for reducing insurance costs including restructuring of the plan design in order to maximize the health care benefits available to members within the financial constraints of this Article.
- G. The Association shall form an insurance plan selection committee for the purpose of recommending potential changes to the District's insurance plans.
1. The committee will meet to select which health plans (medical, dental and vision) offered through the Oregon Educators Benefit Board (OEBB) will be offered to members for each ensuing plan year beginning October 1. The committee will identify which of the selected plans will be designated as the preferred plan for purposes of Article 20(A)(3). The committee selections will be compliant with relevant OEBB rules and/or regulations governing health plan selections. The committee will notify the District of their plan selections each year on or before June 1.
 2. By mutual agreement, and subject to current law, the District and the Association may choose to purchase insurance from a provider other than OEBB.
 3. The District reserves the right to select available health plans in addition to those selected by the committee.
- H. The District will sponsor an annual health benefits briefing during the beginning of year orientation for all interested members.

- I. The parties agree to reopen Article 20 Insurance 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 15, 2020 and ending 90 days thereafter. The topics covered by the reopener negotiations shall include, but are not limited to: conversion to tiered rate structure and the creation of a benefits pool.

ARTICLE 21: PAID LEAVES

A. Sick Leave

1. In accordance with Oregon Law, sick leave is provided in the amount of ten (10) days per year for all members with unlimited accumulation. Leave will be earned at the rate of one day per month during the school year (September through June). The annual amount of sick leave due each member will be awarded on his or her first work day of each contract year.
2. Members terminating their employment before the end of their contract year who have used more days of sick leave than their service entitled them to, shall have the amount equivalent to their excess sick leave usage withheld from their final paycheck.
3. New employees who have worked in other Oregon public school districts shall be allowed the Oregon statutory amount of transferred-in sick leave, provided all statutory requirements have been met.
4. New employees who have worked for other school systems outside the state of Oregon shall be allowed to transfer in accumulated sick leave of up to thirty (30) days when verified in writing by the administration of the most recent employing school system.
5. Sick leave may be used only for the employee's personal illness or injury or for any other reason set forth in ORS 653.616 (Oregon Paid Sick Time); ORS 659A.159 (Oregon Family Leave Act); ORS 659A.093 (Oregon Military Family Leave Act) or ORS 659A.272 (Oregon Protections Because of Domestic Violence, Harassment, Sexual Assault or Stalking).

An employee who is absent three (3) consecutive days, or who demonstrates a pattern or practice of sick leave use that calls into question the validity of that use, may be required to furnish a statement from his/her attending physician verifying his/her illness or injury. A member returning from an illness or injury, whether or not sick leave benefits have been paid, may be required to have a medical examination at the expense of the District or to furnish a medical doctor's certificate of health attesting that the employee is fit for duty prior to returning to work.

6. This Section shall constitute a substantially equivalent sick time policy in accordance with ORS 653.611.

B. Bereavement Leave

Up to five (5) days of paid leave per occurrence will be granted in the event of a death of an individual currently residing in the member's home or the child, step-child, foster child, parent, step-parent, foster parent, sister, brother, grandchild, grandparent or any other individual that acted in loco parentis to either the member or his/her spouse. The purpose of this leave is to allow the member the necessary time to attend the funeral and to take care of other necessary arrangements. Each member shall be granted one (1) day of bereavement leave to attend the funeral of an individual not listed above, with the cost of the substitute to be paid by the member.

C. Emergency Leave

1. Up to two (2) days of emergency leave with pay may be granted to each full-time member who is contracted for the total school year.
2. Emergency leave will only be granted for natural disaster, personal tragedy, or an unanticipated, unpredictable one-time event that directly affects the member.
3. Emergency leave may not be used for personal illness or injury or for those situations that could be scheduled outside the school day. Emergency leave shall not accumulate from year to year.
4. Requests shall be made in writing to the superintendent/designee. Verbal notification will be sufficient where need for leave is unexpected. Members may request leave beyond the allotted two (2) days by submitting such a request to the superintendent, who has the sole discretion to grant or deny the request.

D. Personal Leave

1. Members shall be allowed two (2) days of personal leave each year. Members shall be required to give a one-day (24 hour) notice prior to using personal leave, except in cases where such advance notice is not possible. Members may only use personal leave on a half-day or greater in-service or staff development day with the approval of the building administrator.
2. At any time during the year employees may direct the District to irrevocably transfer some or all of their unused personal leave hours to

any other District employee. Transfers will be recorded on an hour for hour basis without regard for any differences in wage rates. Transferred-in hours become the property of the recipient and the use or refund of these hours will be subject to the terms of the appropriate collective bargaining agreement.

3. Each member may irrevocably elect to carry over exactly eight (8) hours of unused personal leave to the ensuing year by notifying the District of his/her intent on or before May 1 of each year.
4. In the event a member does not use, or elect to carry over, all of their allotted personal leave during each school year, the member shall be compensated for those unused hours at the substitute rate.

E. Jury Duty and Subpoena for Court Appearance

1. Leave of absence may be authorized for jury duty or under subpoena as a disinterested witness. Members may request support from the District office in seeking relief from jury duty when it interferes with professional obligations related to their assignment, or the District may on its own initiative, ask the court to cancel or postpone jury service when such service would constitute a significant disruption to the educational program.
2. There will be no reduction in pay for absences as described above, on the condition that any fees received for services performed during working hours shall be remitted to the District.
3. Necessary paid leave time will be granted in any legal proceeding connected with the employee's employment or in any other legal proceeding connected with the school system if the employee is required by law to attend, provided the employee is not appearing on behalf of an action adverse to the District's interests, or to which the District is a party in interest to the proceeding.

ARTICLE 22: UNPAID LEAVES

- A. The district will grant leaves as required by FMLA and OFLA. In addition to those statutorily granted leaves members have the following leaves available to them once their FMLA/OFLA leaves have expired.
1. Medical: A member who has been employed by the District for at least one hundred eighty (180) consecutive calendar days and who has exhausted all of his/her accumulated paid leaves may, at the sole discretion of the District, be granted an unpaid leave of absence of up to six (6) months for personal medical reasons. The member may be required to submit a physician's statement indicating the leave is medically necessary and that, in the opinion of the physician, the member will be sufficiently recovered to return to work at the end of the leave period.
 2. Family Care: Unpaid leave to care for a member of the immediate family may, at the sole discretion of the District, be granted for the remainder of the school year for any member who has been employed by the District for at least one hundred eighty (180) consecutive calendar days. For the purposes of this section, "immediate family" shall be defined as spouse, son, daughter, person who was or is currently serving in loco parentis to the member, parents or parents-in-law, or other members living in the immediate household who qualify as IRS dependents.
- B. Military Leave: Leave for military duty as provided for by the state and federal statutes.
- C. Other Leave: The District may, at its sole discretion, grant unpaid leaves of absence for other reasons if said leaves are deemed to be in the best interest of the District.
- D. Except as required by state or federal law, members who are on unpaid leave status shall not be entitled to District-paid insurance benefits. Members on unpaid leave may continue District insurance benefits at their own expense by remitting the monthly premium or the appropriate prorated monthly premium amount to the District on the date specified. This provision shall not apply to members on unpaid leave of eight (8) or fewer consecutive work days.
- E. The denial of any unpaid leave request under A(2) and (C) above may not be subject of a grievance, and is therefore expressly excluded from the grievance procedure contained in this agreement.

- F. Seniority, placement on the salary schedule, and sick leave benefits, to which a member was entitled to at the time the unpaid leave of absence commenced, shall be restored to the member upon return to work and the member shall be assigned to a position for which certified. During the period of said leave, the District shall continue to offer the member the option of continuing any fringe benefits available to active members, subject to the terms and conditions prescribed by the carrier.

ARTICLE 23: NON-DISCRIMINATION

- A. The District and Association agree that any employee covered by the Agreement shall not be discriminated against on the basis of race, color, national origin, religion, sex, age, disability, marital status, sexual orientation or participation in union activities, including discrimination on the basis of any other persons with whom the individual associates.

- B. A grievance of this article shall be appealable up through Level Four – School Board. The decision at that level shall be final and binding.

ARTICLE 24: 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 of the above, the District may discipline the member 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 25: GENERAL PROVISIONS

A. Severability

If any provision of this Agreement is held to be invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with, or enforcement of, any provision should be restrained by any tribunal, or by the inability of the employer or the employee to perform to the terms of the Agreement, the remainder of the Agreement shall not be affected thereby. Upon written request of either the District or the Association, the parties shall enter into negotiations for the purpose of attempting to arrive at a mutually satisfactory replacement for such a provision. Such negotiations shall be conducted pursuant to ORS 243.698.

B. Compliance

Any contract between the District and an individual employee heretofore or hereafter executed shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.

C. Modification to Agreement

This agreement may not be modified in whole or in part except by an instrument in writing duly executed by the parties.

D. Copies of the Agreement

There shall be two (2) signed copies of the final Agreement for the purpose of records. One copy shall be retained by the District and one by the Association.

1. Upon request, the District shall provide a copy of this Agreement to each member at no cost to the member or the Association.
2. This agreement will be posted on the District website within thirty (30) days of ratification.
3. New members will receive a copy at time of employment.

ARTICLE 26: TERM AND EXECUTION OF THE AGREEMENT

A. Duration

This Agreement shall be effective as of ratification by both parties. It shall be binding on the Board and the Association and shall remain in full force and effect through June 30, 2021.

B. Successor Agreement

This Agreement shall remain in full force and effect, unless either party gives written notice to the other, by February 1 of the year in which this Agreement expires, of their intent to negotiate a successor Agreement. Such notice shall suggest a date for an initial meeting to establish a bargaining format and timeline, including a date for an exchange of full and complete proposals.

EXECUTION OF THE AGREEMENT

This Agreement is hereby executed by the undersigned officers by the authority of and on behalf of the North Wasco School District 21 Board of Directors and the District 21 Education Association.

FOR THE DISTRICT:

FOR THE ASSOCIATION:

/s/ John Nelson
Board Chair

/s/ Mary Tyree
President

/s/ Candy Armstrong
Superintendent

/s/ Robert M. Wells-Clark
Bargaining Chair

December 12, 2019
Date

December 10, 2019
Date

								Appendix A-1
North Wasco County School District 21								
July 1, 2019 through June 30, 2020								
2.4% increase								
Exp.	BA	BA+15	BA+30	BA+45	BA+75 / MA	MA+15	MA+30	MA+45
0	38,426	39,295	40,167	41,001	42,562	43,457	44,355	45,251
1	40,413	41,236	42,054	42,871	44,434	45,290	46,143	46,996
2	42,407	43,169	43,937	44,705	46,312	47,121	47,932	48,744
3	44,393	45,109	45,825	46,540	48,180	48,956	49,722	50,489
4	46,379	47,047	47,713	48,378	50,061	50,782	51,508	52,232
5	48,375	48,982	49,595	50,211	51,930	52,614	53,301	53,978
6	50,359	50,921	51,482	52,045	53,809	54,446	55,081	55,724
7	52,350	52,858	53,367	53,883	55,680	56,275	56,869	57,462
8	54,337	54,796	55,254	55,715	57,558	58,105	58,657	59,208
9		56,732	57,140	57,547	59,429	59,941	60,449	60,959
10				59,383	61,306	61,769	62,236	62,702
11				61,215	63,178	63,602	64,023	64,444
12				63,052	65,054	65,431	65,813	66,189
13					66,926	67,263	67,599	67,935
14							69,388	69,680
15								71,434

								Appendix A
North Wasco County School District 21								
Notional 2019-20 salary schedule-reference only								
Basis for new 2020-21 salary schedule								
Exp.	BA	BA+15	BA+30	BA+45	BA+75 / MA	MA+15	MA+30	MA+45
0	38,656	39,912	41,172	42,376	43,985	45,247	46,514	47,729
1	40,020	41,315	42,597	43,744	45,395	46,669	47,959	49,184
2	41,432	42,768	44,072	45,156	46,851	48,136	49,450	50,685
3	42,895	44,272	45,597	46,613	48,353	49,649	50,986	52,231
4	44,408	45,829	47,176	48,117	49,903	51,210	52,571	53,824
5	45,976	47,440	48,809	49,670	51,504	52,820	54,204	55,466
6	47,598	49,108	50,499	51,274	53,155	54,480	55,888	57,158
7	49,278	50,835	52,247	52,928	54,860	56,192	57,625	58,901
8	51,017	52,622	54,056	54,637	56,619	57,959	59,416	60,698
9		54,473	55,927	56,400	58,434	59,781	61,262	62,549
10				58,220	60,308	61,660	63,165	64,457
11				60,099	62,242	63,598	65,128	66,423
12				62,039	64,237	65,598	67,152	68,449
13					66,297	67,660	69,238	70,537
14							71,390	72,689
15								74,906

Reference only - not in use 2019-20

APPENDIX B: Extra Duty

Athletics and Activities Extra Duty Schedule

All athletic and/or activity extra duty contacts will be computed by applying the percentage indicated below to the BA column, step 0 row of the appropriate year's salary schedule. One year of experience credit will be granted by the District for each year of in or out of district coaching/advisor experience in that respective sport/activity and coaching responsibility level. If a coach/advisor has more than three years of experience in the respective sport, that coach/advisor will start and stay on third year experience level.

<u>High School Sport</u>	1st Year	2nd Year	3rd Year
Head Football	15.5%	16%	16.5%
Assistant Football	12.5%	13%	13.5%
Head Volleyball	15.5%	16%	16.5%
Assist. Volleyball	12.5%	13%	13.5%
Head Soccer	15.5%	16%	16.5%
Assist. Soccer	12.5%	13%	13.5%
Head Cross Country	14.5%	15%	15.5%
Assist. Cross Country	11.5%	12%	12.5%
Head Basketball	15.5%	16%	16.5%
Assist. Basketball	12.5%	13%	13.5%
Head Wrestling	15.5%	16%	16.5%
Assist. Wrestling	12.5%	13%	13.5%
Head Skiing	14.5%	15%	15.5%
Assist. Skiing	11.5%	12%	12.5%
Head Swimming	14.5%	15%	15.5%
Assist. Swimming	11.5%	12%	12.5%
Head Baseball	15.5%	16%	16.5%
Assist. Baseball	12.5%	13%	13.5%

Head Softball	15.5%	16%	16.5%
Assist. Softball	12.5%	13%	13.5%
Head Track	15.5%	16%	16.5%
Assist. Track	12.5%	13%	13.5%
Head Golf	14.5%	15%	15.5%
Assist. Golf	11.5%	12%	12.5%
Head Tennis	14.5%	15%	15.5%
Assist. Tennis	11.5%	12%	12.5%
Head Cheerleading	14.5%	15%	15.5%
Assist. Cheerleading	11.5%	12%	12.5%

<u>High School Activity</u>	<u>1st Year Exp.</u>	<u>2nd Year Exp.</u>	<u>3rd Year Exp.</u>
ASB/Student Council Advisor/			
Grade 9 Advisor	14.5%	15%	15.5%
Newspaper/magazine	14.5%	15%	15.5%
Yearbook	14.5%	15%	15.5%
Harmonaires	14.5%	15%	15.5%
Jazz Ensemble	14.5%	15%	15.5%
Marching Band/Flag Team	14.5%	15%	15.5%
Robotics	8%	8.5%	9%
Grade 10 Class Advisor	8%	8.5%	9%
Grade 11 Class Advisor	8%	8.5%	9%
Grade 12 Class Advisor	8%	8.5%	9%
Link Advisor	8%	8.5%	9%
Speech/Debate	7%	7.5%	8%
Key Club	7%	7.5%	8%
National Honor Society	7%	7.5%	8%
Drama-Musical (max. 1)	15%	15.5%	16%
Drama-Plays	6.5%	7.0%	7.5%
Club Advisor – CTE	8%	8.5%	9%

Middle School Sports – Per Season

The District shall have discretion as to how many coaches per sport/team are to be hired, as well as how many teams are created.

Football - 7 th or 8 th grade			
Head Coach	5%	5.25%	5.5%
Assistant	3.25%	3.5%	3.75%
Volleyball - 7 th or 8 th grade			
Head Coach	5%	5.25%	5.5%
Assistant	3.25%	3.5%	3.75%
Basketball - 7 th or 8 th grade			
Head Coach - Boys	5%	5.25%	5.5%
Assistant	3.25%	3.5%	3.75%
Head Coach - Girls	5%	5.25%	5.5%
Assistant	3.25%	3.5%	3.75%
Wrestling			
Head Coach	5%	5.25%	5.5%
Assistant	3.25%	3.5%	3.75%
Track			
Head Coach	5%	5.25%	5.5%
Assistant	3.25%	3.5%	3.75%
Cross Country			
Head Coach	5%	5.25%	5.5%
Assistant	3.25%	3.5%	3.75%

Middle School - Activity

ASB/Student Council	3%	3.25%	3.5%
Yearbook	3%	3.25%	3.5%
Robotics	3%	3.25%	3.5%
WEB Advisor	2%	2.25%	2.5%
Band	2%	2.25%	2.5%
Choir	2%	2.25%	2.5%
Builders Club	2%	2.25%	2.5%
Student Store Advisor	2%	2.25%	2.5%
Color Guard	2%	2.25%	2.5%

Curriculum Rate

Members who perform District assigned curriculum, committee or other non-instructional work, in increments of not less than thirty (30) minutes, as well as attendance at any professional learning conference/workshop or training as described in Article 16C)(3) of this agreement, shall be paid an hourly rate computed using the Step 2 row of the BA column of the appropriate salary schedule for each hour worked. Members must be specifically assigned such duties before work is performed in order to receive payment.

Instructors (i.e. Train the Trainer) shall receive the rate described above for the length of the training plus the number of hours equal to one-half the length of the training for preparation.

Saturday School/After School Suspension

Members who work Saturday School or After School Suspension shall be reimbursed at curriculum rate.

Handbook Changes

Before policy or Administrative Rule changes can be made to the Athletic and Activity Handbook, the District shall notify the Association and provide an opportunity for the Association to give input prior to the changes taking effect.

