

Contract

Between

School District #105

Douglas County, Oregon

And

Association of Reedsport Educators

2018-2021

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PREAMBLE

This Agreement is entered into this 18th day of July, 2018, and between the Association of Reedsport Educators, hereinafter called the Association, affiliated with the Oregon Education Association (OEA) and the National Education Association (NEA), and School District No. 105, Douglas County, Oregon, hereinafter called the District or Board.

Witnesseth:

WHEREAS the parties have, as a result of negotiations, reached an understanding on a contract,

Now, therefore, it is agreed between the parties as follows:

Article 1 – Status of Agreement

- A. The District recognizes the Association as the sole and exclusive collective bargaining representative for all regular full-time and regular part-time (half-time or more) licensed employees and registered teaching employees and registered teaching employees employed by the District in teaching positions. This does not apply to registered teachers only teaching during Brave session.

Principals, supervisors, substitutes, confidential employees, less-than-half-time teachers and temporary employees are excluded from the bargaining unit. Notwithstanding these exclusions, temporary teachers hired under temporary contract prior to the first contract day of each school year for one (1) full school year shall be considered part of the bargaining unit. After sixty (60) consecutive work days temporary teachers will be eligible for health insurance benefits, appropriate salary schedule placement and the leave provisions of Article 13. If a temporary teacher is hired at the outset of the temporary contract for more than sixty (60) consecutive days, he/she will be eligible for health insurance benefits, appropriate salary schedule placement and the leave provisions of Article 13 on the first day of work.

- B. The District will maintain 85% of the Reedsport Community Charter School teaching staff full-time equivalent (FTE) as licensed bargaining unit members with up to 15% may be registered teachers. Percentage calculations will not include volunteers, college instructors and non-registered instructors whether paid or not paid. (College instructors will be used to teach only courses which add to the district curriculum and do not reduce current bargaining staff teaching assignments.) If the District is unable to meet this factor a District/Association committee will be formed to develop a recommendation for presentation to the Charter School Advisory Board and subsequently the District School Board. The committee will be composed of three Association appointed members, two District administrators and one of the community members of the Charter School Board.
- C. It is understood that the terms of this Agreement, in cases of direct conflict, shall prevail over existing policies, rules, regulations, procedures, and practices of the District. The District agrees that no teacher covered by this Agreement shall suffer a loss in compensation as the result of the execution of this Agreement, unless such reduction, if any, is specifically set forth in this Agreement. Furthermore, the Association will be given prior notice and an opportunity to provide input to the Board before final adoption of any change in Board policy affecting teacher working conditions.
- D. There shall be two (2) signed copies of the Agreement for the purpose of records. One (1) shall be retained by the District and one (1) by the Association. Within one (1) month of ratification of this Agreement by both parties, the Board shall email each bargaining unit member a PDF of the contract and place a read only PDF of the contract on the District website. Additionally, the Board will provide five (5) copies to the local Association president.

Article 2 – Successor Agreement

- A. The provisions of this Agreement shall be effective July 1, 2018, and shall continue to remain in full force and effect up to and including June 30, 2021, and shall be binding upon the Board, the Association, and its members, and shall remain in full force throughout the contract period.
- B. This Agreement shall not be modified in whole or in part by the parties, except by an instrument in writing duly executed by both parties.
- C. This Agreement shall automatically be renewed from year to year following the above expiration date and shall be binding for additional periods of one (1) year unless either the Board or the Association gives written notice to the other not later than December 15 prior to the aforementioned expiration date of the Agreement, of its desire to modify the Agreement for a successive term or to terminate the Agreement. In the event either party gives such notice, this Agreement, together with all the terms, conditions, and effects thereof shall expire on the date above indicated.
- D. Once the notice is provided according to Section C, the parties agree to begin negotiations no later than February 1 of the year the contract expires.

Article 3 – Grievance Procedure

A. Definitions

1. **Contract Grievance** – A claim by a teacher or the Association that a specific provision of this contract has been violated.

Policy Grievance – A claim by a teacher or the Association that a specific District policy has been violated. Policy grievances are not appealable to arbitration nor subject to an unfair labor practice complaint.

2. **Grievant** – A “grievant” is the person or persons, or the Association, making the claim.
3. **Party in Interest** – A “party in interest” is the person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.
4. **Days** – The term “days” shall mean days when school is in session (school days), except where otherwise indicated and except during the summer recess when such shall mean normal business days, exclusive of weekends and holidays.

B. Purpose

The purpose of this procedure is to secure, at the lowest possible level, solutions to the problems affecting teachers which may from time to time arise. Both parties agree that these proceedings will be kept informal and confidential as may be appropriate at any level of the procedure.

C. Time Limits

The number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be modified by mutual agreement. Should the District fail to respond within any of its time limits, then the grievance will be deemed denied and the grievant will be allowed to appeal the grievance to the next step. Should the grievant fail to appeal the grievance within the stated timelines, then the grievance will be considered waived.

D. Year-End Grievances

In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, and if left unresolved until the beginning of the following school year could result in irreparable harm to a party in interest, the time limits set forth herein may be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable.

E. Levels of Grievance

1. **Level One – Principal or Immediate Superior (Contract and Policy Grievance)**

A teacher with a grievance shall first discuss it with his/her principal or immediate superior, either directly or through the Association’s designated representative, with the objective of

resolving the matter informally. Level One must be instituted within twenty (20) days after the occurrence which gave rise to the grievance or within twenty (20) days from the time the grievant should reasonably have known of the occurrence that gave rise to the grievance. The principal or immediate superior shall have ten (10) days to render a decision to the grievant.

2. Level Two – Superintendent (Contract and Policy Grievance)

If the grievant is not satisfied with the disposition of the grievance at Level One, the grievant may appeal that decision by filing the grievance with the Association. The Association, upon review of the grievance, may file the grievance in writing with the superintendent. All appeals to the superintendent must be made within ten (10) days from the receipt of the decision at Level One. The grievant has the right to request a meeting or a hearing with the superintendent. The grievant may be represented by the Association at any hearings or meetings with the superintendent. The superintendent shall have fifteen (15) days from receipt of the appeal to render a decision.

3. Level Three – Board (Contract and Policy Grievance)

- a. If the grievant is not satisfied with the disposition of the grievance at Level Two, within ten (10) days after receipt of the superintendent's decision, the grievant may appeal the grievance to the Board.
- b. This request shall be submitted in writing through the superintendent, who shall attach all related papers and forward them to the Board.
- c. The Board shall review the grievance on the basis of the original complaint and attendant-related materials, unless a hearing before the Board is requested in writing by either party.
- d. The Board shall render a decision in writing within twenty (20) days of receipt of the appeal if no hearing is requested. If a hearing is requested, the Board shall hold such hearing within ten (10) days of receiving request for a hearing. A copy of the Board's decision shall be retained by the superintendent, one (1) sent to the grievant, one (1) to the chairperson of the grievance committee and one (1) to the immediate supervisor.
- e. Decisions reached by the Board on a policy grievance shall be final and binding on all parties concerned.

4. Level Four – Arbitration

- a. If the grievant is not satisfied with the disposition of the grievance at Level Three, within fifteen (15) days from receipt of the Board's decision, the grievant may, with the written consent of the Association, request arbitration. Such notice must be in writing and directed to the superintendent and Board chairperson.
- b. Within ten (10) days after such written notice of submission to arbitration, the superintendent and the Association will attempt to agree upon a mutually acceptable arbitrator and to obtain a commitment from such arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment

within the 10-day period, a request for a list of arbitrators will be made by the Association to the Employment Relations Board. Upon receipt of the list of arbitrators, the parties will select the arbitrator in accordance with the procedures established by ERB.

- c. The arbitrator so selected will confer with the representatives of the superintendent and the Association and hold hearings promptly and will issue his/her decision not later than twenty (20) days from the date of the close of the hearings, or if oral hearings have been waived, then from the date the final statements and proofs are submitted to him/her. The arbitrator's decision will be in writing and will set forth his/her findings of fact, reasoning, and conclusions upon the issues submitted. The arbitrator will be without power or authority to make any decision which requires the commission of an act prohibited by law or which alters, amends, or modifies any of the terms of this Agreement. The arbitrator shall have no power to decide any question which, under this Agreement, is within the specifically reserved discretion of the District to decide. The arbitrator shall conduct the arbitration in accordance with the rules published by the American Arbitration Association. The decision of the arbitrator will be submitted to the Board and the Association and will be final and binding upon the parties.
- d. The costs for the services of the arbitrator, including per diem expenses, if any, his/her travel and subsistence expenses, and the cost of any hearing room will be borne equally by the Board and Association. All other costs will be borne by the party incurring them.

F. Rights of Teachers to Representation

1. Teachers and Association

Any grievant may be represented at all stages of the grievance procedure by himself/herself or, at his/her option, by a representative of the Association. The Association shall have the right to be present and to state its view at all stages of the grievance procedure.

2. Reprisals

No reprisals of any kind shall be taken by the Association and the Board or by any member of the administration against any party in interest, any representative, any member of the Association, or any other participant in the grievance procedure by reason of such participation.

G. Miscellaneous

1. Group Grievance

If a grievance affects a group or class of teachers, the Association may submit such grievance in writing to the superintendent directly with copies to the principal(s), and the processing of such grievance shall commence at Level Two. The filing of such group grievance shall be in accordance with the initial filing timeline as specified in subparagraph E.1 above. The Association may process such a grievance through all levels of the grievance procedure.

2. Writing Requirements

Decisions rendered at Level One which are unsatisfactory to the grievant and all decisions rendered at levels two and three of the grievance procedure, shall be in writing, setting forth the decision and the reasons therefore, and shall be transmitted promptly to all parties in interest and to the Association. All grievances that are not resolved at the informal level are required to be submitted in writing and shall contain a synopsis of the facts upon which the grievance is based, cite the specific contract provision(s) (or policy if applicable) allegedly breached, the remedy requested, and the date the grievant talked with the immediate supervisor.

3. Separate Grievance File

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 grievants.

4. Meetings and Hearings

Meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated or selected representatives, heretofore referred to in this article. This provision is subject to the Public Meetings Law.

5. The Association and the grievant will be required to exhaust the grievance procedure set forth in this article, including arbitration, before seeking alternative remedies, provided that by doing so they will not be deemed to have waived or otherwise prejudiced any constitutional, statutory, or other legal rights that they may have.

6. For the purpose of assisting a teacher or the Association in the prosecution or defense of any contractual, administrative, or legal proceedings, including but not limited to grievances and Fair Dismissal proceedings, the Board shall permit a teacher access to and the right to inspect and acquire copies of his/her personnel file and any other files or records of the Board which pertain to the teacher or any issue in the proceeding in question. A representative of the Association may accompany and assist the teacher in this regard or may be authorized by the teacher to review such information. Confidential letters of reference secured from sources outside the school system may be excluded from the materials available for the teacher's inspection.

Article 4 – Rights of Professional Employees

- A. No member of the bargaining unit shall be disciplined without just cause. However, any action resulting in the dismissal of a contract or probationary teacher, non-extension of a contract teacher or the nonrenewal of a probationary teacher will not be considered part of this Agreement nor grievable under Article 3, Grievance Procedure. Such matters are governed exclusively by the Accountability for Schools for the 21st Century Law (ORS 342.805 to ORS 342.934).

Any scheduling of meetings regarding employment issues will be done in person and followed by a written confirmation. Reports of any decisions arising from such meetings will be given in person. Administrators will provide at least one-day advance notice of such meeting including notice of the right to representation and will attempt to schedule such meetings at the end of the work day. However, based on the administrator's judgement, such meetings may be held immediately, with representation, if it is determined it is an emergency and there is a potential for assignment of administrative leave.

Negative criticism by a supervisor, administrator, or Board member of an employee shall be made in confidence.

- B. Not less than five work days prior to a decision by the Board to dismiss or non-renew, a probationary teacher will be afforded the following:
1. Notice of the charges, or reasons, for which dismissal or nonrenewal is being considered;
 2. Notice that dismissal or nonrenewal is being considered; and,
 3. The opportunity to be heard by the Board prior to the time the Board makes its decision on dismissal or nonrenewal of the probationary teacher. The discussion with the Board shall be limited to perceived procedural violations only. The probationary teacher may be represented by the Association at such meeting with the Board.

Only the procedural aspects of Section B are subject to Article 3, Grievance Procedure; nothing in Section B is intended to limit or qualify in any way the dismissal/nonrenewal exclusion set forth in Section A above. Section B does not apply to temporary employees.

- C. The Board retains its prerogative with respect to requiring any employee to appear before the Board, superintendent, or other designated supervisory agent thereof concerning any matter relating to the employee's work. The Board agrees that, should such required meeting be of a nature serious enough to jeopardize the employee's continued employment, salary, or status in the District, the employee shall be given notice of the reasons for such meeting or interview, be entitled to Association representation should the employee so desire, and be given a written statement of the reasons for such meeting or interview. This provision does not apply to evaluation conferences. However, a teacher will be granted, upon request, a meeting with the evaluator to discuss the results of any evaluation conference. The teacher may be accompanied by a representative at such meeting.
- D. The teachers will have the right and responsibility to determine grades and other evaluations of students. No grade or student evaluation shall be changed without first discussing the matter with the teacher involved unless it is determined the grade was unlawful. If a grade or student evaluation is changed over the objection of the teacher, the person or persons making the change will so

indicate in writing and assume all responsibility for such change. Upon request, the teacher shall be given written reasons for such change.

- E. Junior/Senior High School students assigned to any lab oriented or specific equipment required classroom will be limited to a safe number as determined by the administrator in consultation with the instructor.
- F. Employees will receive training and access to necessary equipment and software for posting of grades electronically. Following training, grades shall be posted within a reasonable time but no more than once every two weeks. Teachers shall not share security codes with students or other teachers. However, teachers will not be liable for any system failure or security breaches outside the teacher's control that result in the violation of student confidentiality.
- G. Teachers shall enjoy freedom and in classroom presentations and discussions. Selection of appropriate grade-level, supplemental materials, shall include consultation with members of the grade level or content area colleagues and the building principal. Controversial materials that are presented and discussed shall be relevant to the course content in accordance with the curriculum program of the District and shall be age appropriate. The Board retains the right to establish the curriculum program.
- H. A teacher may advise his/her supervisor of his/her preference in the area of substitute teacher selection.
- I. No teacher shall suffer any form of reprisal from the District for exercising any rights provided by this Agreement or for Association membership or activity.
- J. Any plan developed to restructure buildings to meet federal mandates shall be developed in cooperation with the Association.
- K. Learning Communities

The opportunity for professionals to consult with each other regarding best practices and to evaluate the success of the current programs for meeting the needs of students is vital. Administrators will seek input from teachers regarding the professional development Program each year. The Association may provide additional input as it deems necessary.
- L. With regards to student scheduling, student grouping and staff assignments, teachers will work collaboratively with building principals in developing plans that maintain safe, efficient, and effective working/learning environments, including special education case-loads. If teachers and principals are unable to achieve agreement on student scheduling or staff assignments through a collaborative process, the superintendent will be notified by either party and the superintendent will facilitate a process in an effort to resolve the matter. Ultimately, scheduling and staffing decisions will be made by the District, but a collaborative, problem-solving approach shall be maintained.
- M. All classrooms shall have doors that lock. Each classroom shall have a locking desk or filing cabinet drawer to store IEP's, 504's and any other confidential material.
- N. For required personal cell phone use the RCCS Athletic Director and Student Services Coordinator shall receive a monthly stipend of \$30.00 per month when school is in session.

O. Intellectual Property

1. The ownership of any materials, processes, or inventions developed solely by an employee's individual effort, time and expense shall vest in the employee. If copyrighted or patented, it will be done by the employee in the employee's name.
2. The ownership of materials, processes, or inventions produced solely for the employer, using employer supplied materials, resources and on the employer's time shall vest in the employer. If copyrighted or patented, it will be done by the employer in the District's name.
3. In instances where material, processes, or inventions are produced by an employee with employer support or by way of use of employer's time, facilities, and/or other resources, the ownership of the materials, processes, or inventions shall vest jointly with the employer and employee designated by written agreement between the employer and employee. In the event there is no such written agreement executed, the ownership shall vest equally with the employee and employer.

Article 5 – Teacher Work Year

- A. The Association shall be allowed advisory input into the development of the school calendar by meeting with District representatives and presenting its recommendation.
- B. The teacher work year with a five-day work week shall not exceed 190 (191 for newly hired staff) contract days nor include more than 175 student contact days, and shall include the following:
 - 1. Six (6) paid holidays which shall be Labor Day, Thanksgiving, Veteran's Day, Christmas, New Years, and Memorial Day;
 - 2. During the three inservice days at the beginning of the year one (1) teacher work day will be scheduled, free of District-initiated meetings or duties. Newly hired teachers will work four days during in-service for the purpose of orientation/training and additional planning time. ARE will be provided an opportunity to plan inservice with the administration.
 - 3. One (1) day reserved for grading and teacher work at the end of each grading period with the grading day occurring prior to the start of Brave session for any grading period ending prior to or Brave Session. At the end of Brave session teachers will have one half day non-student scheduled work day for grading and teacher work. At least two (2) hours per quarter, scheduled on non-student, teacher work day, will be provided to prepare progress reports. (See Article 4. F)
 - 4. The District has the right to institute curriculum days as needed within the 190 days.
 - 5. Conference scheduling will be developed by collaboration between the staff and administration. Compensatory time will be provided as mutually agreed by the District and Association. In consultation with building principals, staff shared between buildings shall split their conference time in each building as determined by their assigned schedule.
- C. The teacher work year with a four-day shall not exceed 176 days (177 days for newly hired) nor include more than 153 student contact days, and shall include the following:
 - 1. Six (6) paid holidays which shall be Labor Day, Thanksgiving, Veteran's Day, Christmas, New Years, and Memorial Day.
 - 2. During the three inservice days at the beginning of the year one teacher work day will be scheduled free of District-initiated meetings or duties. Newly hired teachers will work four days during in-service for the purpose District-planned orientation/training and additional planning time. ARE will be provided an opportunity to plan inservice activities with the administration.
 - 3. One (1) day reserved for grading and teacher work at the end of each grading period with the first semester grading day occurring prior to the start of Brave session. At the end of Brave session teachers will have one half day for grading and teacher work.
 - 4. The District has the right to institute curriculum days as needed within the 176 days.
 - 5. Conference scheduling will be developed by collaboration between the staff and administration. Compensatory time will be provided as mutually agreed by the District and

Association. In consultation with building principals, staff shared between buildings shall split their conference time in each building as determined by their assigned schedule.

6. The hour equivalency of nine (9) Learning Community Days X 8 Hours to be used for professional development and collaboration, working with students, preparation time, or other work deemed necessary by the District and developed in collaboration with the building leadership team. The District will make reasonable efforts to spread out the Learning Community Days/Hours so that there are opportunities for professional improvement and implementation of that which is learned.

D. Extensions

The District shall meet with the Association regarding extensions necessitated in order for the District to acquire and maintain compliance with OAR 581-022-1620. Nevertheless, teachers shall be reimbursed at the current scheduled rate for an extension which is necessitated in order for the District to acquire and maintain compliance with OAR 581-022-1620. and which increases the normal workday building hours beyond that which is provided in Article 6.

- E.** The District retains the final authority to determine the school calendar and extensions.

Article 6 – Teaching Hours and Preparation Time

- A. The normal workday hours for teachers in a five-day week shall be eight (8) hours inclusive of the one-half (1/2) hour lunch period. Full-time teachers shall be on duty and available for work on the school site, or the site otherwise designated by the District, for such above period of time on days when teachers are to report. On Fridays and days before holidays, employees may be released after the departure of students.

The normal workday hours for teachers in a four-day week when students are in attendance shall be eight and three quarters (8.75) inclusive of one thirty-five minute duty-free lunch period. Full-time teachers shall be on duty and available for work on the school site, or the site otherwise designated by the District, for such above period of time on days when teachers are to report. When students are in attendance on the last day prior to holidays, employees may be released after the departure of students.

Bargaining unit members may request that the principal or immediate supervisor approve of a work schedule that begins fifteen (15) minutes to one-half (1/2) hour prior to the established building reporting and departure times. The granting of such a flexible work schedule is at the discretion of the principal or immediate supervisor. Such work schedule changes may be approved on a one-time only basis, temporary basis, or on an ongoing basis, subject to the principal or immediate supervisor's right to temporarily suspend the flexible schedule or to terminate the flexible schedule with one week's notice when possible.

Staff working in both buildings shall have their building meeting schedule set at the beginning of each year. With timely notice, the predetermined schedule may be modified to meet the needs within either building as cooperatively determined by the building principals and teacher(s). With five (5) days prior notice, such building meetings may be scheduled beyond the normal contract day.

- B. Teachers shall receive a one-half (1/2) hour duty-free lunch period in a five-day work week and thirty-five (35) minutes in a four-day work week. Teachers may leave the building with notice to the administrator during the scheduled lunch period. Teachers may leave the building during their designated preparation time with prior approval from the building administrator.
- C. Classroom teachers shall, in addition to their lunch period, have daily preparation time on the following basis: All teachers shall receive no less than fifty (50) continuous minutes per teacher workday. However, at the elementary school the preparation time may be divided into two segments of time. (e.g. 30/20; 15/35) During this preparation time, teachers shall not be assigned to any other duties.

Note: The District is willing to consider discussing elementary teacher preparation time, but will need additional input from the principal and may likely require an HES team (teachers, principal, and others) to develop a workable preparation time schedule. The District is checking on cost of providing an earlier bus run, which could free elementary teachers up for 30 minutes uninterrupted time each day. Also stacking time specialist time (e.g. P.E., Swim, Music) prep against 15-minute recess is likely a viable option.

- D. The equivalent of one (1) days of preparation time will be scheduled in the months prior to the start of Brave Session for secondary staff and one-half day at the end of Brave Session for grading. Elementary staff will have one (1) day of grading/preparation/conference time when the charter

school is prepping for Brave Session. In the event that Brave Session is instituted at the Elementary School this day will be used for preparing for the Brave Session. In the event the Brave Session is not instituted at either building, staff would not receive this one (1) day of grading/preparation time.

E. Loss of Preparation Time

1. Unless the principal objects, it is agreed that teachers may voluntarily give up their preparation time to substitute for absent teachers when such absence is due to non-school related purposes, with prior notice to the principal. In these cases, no "compensation" will occur.
2. Teachers who are directed to use their preparation period substituting for another teacher, as provided herein, shall be compensated time-for-time at the District's substitute rate. Nothing herein shall prevent teachers from volunteering to assist each other at no cost to the District.

F. In addition to normal workday hours, teachers shall spend time to the extent necessary in preparation for classroom instruction, and shall be in attendance for conferences, open houses, staff meetings and curriculum development meetings. The timing and frequency of regular staff meetings will be discussed in a collaborative manner with teachers and administrators at the beginning of the year. Administrators will provide an agenda for regular staff meeting the day prior to the meeting.

G. Zero Period. Teachers who agree to teach a "zero" period class, will either have their consecutive eight-hour day adjusted so that they are not scheduled to work more than eight hours in one day or shall be compensated for the time beyond their eight-hour day at their hourly rate.

H. When the District operates on a four-day work week, the buildings will have the following schedules:

The charter school shall not exceed a seven (7) period day student schedule with no more than one advisory period per week and the District may add intervention periods as needed or by incorporating the advisory curriculum in the core curriculum. The District will bargain any increases in student contact time that may result from this addition under 243.712; however, the initial timeline for bargaining will be reduced to 90 days.

Highland morning and afternoon recess will be fifteen (15) minutes in length. Recess coverage will be done by classroom assistants as allowable to provide preparation time for teachers on a rotational basis as designed by the building staff.

Note: Please reference note under C to allow an HBS team to develop a workable preparation schedule regarding recess duty scheduling.

I. Job Sharing

1. Job sharing is defined as two bargaining unit members voluntarily fulfilling the obligations of a full-time position.
2. Employees who desire to job share must submit a written plan (schedule, workload division, insurance split, etc.) to the Superintendent and the building principal by the last

working day in February of the year prior to the job share. The District retains the right to grant or deny any requested job share.

3. If the District approves a job-sharing proposal, it is agreed the benefits will not exceed the cost of benefits for a single employee holding the position. Each party will be paid a salary at fifty percent (50%) of his/her respective salary step (or the equivalent pro-ration of the work day for each employee.)
4. All terms and condition of the collective bargaining agreement (excluding fringe benefits addressed in Section 3, above) will be pro-rated based on the appropriate level of FTE (e.g. sick leave, preparation time, holidays, etc.).
5. Individuals who share positions who wish to return to full-time teaching will have the same rights as full-time staff members in requesting transfers, but are not guaranteed the position of their choice or a full-time position if there is no vacancy. When a shared staffing arrangement is entered into to reduce layoffs, the individuals shall have the right to return to the level of FTE held prior to the shared staffing as established when the plan is approved.
6. All job sharers must be in attendance for the entire time of the in-service, including professional development in-service and parent conference days at their regular half-time rate of pay. The building administrator may also require job sharers to attend staff meetings with at least twenty-four (24) hours written notice.
7. If one partner of the job share is absent, the District may request the other partner to cover the absent partner's work time. If the partner works the additional time, he/she will be paid at his/her hourly rate.

Article 7 – Extra Duty/Co-Curricular Assignments

- A. The following pay schedule shall apply to District required teacher participation, Board approved extra-duty/co-curricular activities which extend beyond the regular school day. These positions are deemed to be “when used” and are filled at the discretion of the District on an annual basis.

Group Assignment

- A Activity/Athletic Director if combined with a full-time classroom teacher assignment. If the assignment duty is combined with a full time Dean of Students and/or partial teaching assignment/AD position, then the stipend will be one-half pay, with flexible time off to compensate contest supervision duties time as cooperatively determined by the building principal.
- B Head Football, Head Volleyball, Head Basketball, Head Wrestling, Head Baseball, Head Track, District-wide Choir/Band Director (with Pep Band responsibilities.), and Head Softball, and District-wide Program Coordinators.
- C Cross Country, Swimming, Golf and Annual Advisor. High School Student Council Advisor when assigned weekly student leadership/supervision activities and not given a scheduled class period.
- D Assistant Football, Assistant Volleyball, Assistant Basketball, Assistant Wrestling, Assistant Baseball, Assistant Track, Assistant Softball, Drama Coach, K-12 Language Arts Coordinator, K-12 Mathematics Coordinator, K-12 Social Studies Coordinator and K-12 Science Coordinator and Title I/III, (Note: Title I/III position will continue to perform the same functions, including some summer work, but will no longer be eligible for extended contract.).
- E District-wide Choir/Band Director (without Pep Band responsibilities), Academic Coach, Rally Advisor, and Dance Team.
- F High School building level Testing coordinators and High School Newspaper,
- G Reedsport Academy Coordinator/Alternative Education Clerk, FBLA Advisor, Knowledge Bowl Advisors, High School Student Council Advisor when provided a student leadership period or prep period, National Honor Society, Jr. High School Football, Basketball, Track, Volleyball, and Wrestling. Head PE/Health Coordinator, K-12 Fine and Performing Arts Coordinator, K-12 Foreign Language Coordinator, K-12 Reading Coordinator, K-12 Technical Education Coordinator.
- H Head Class Advisors, Junior High School Poetry Contest Director, and School to Work Coordinator, Elementary School building level Testing Coordinator, Junior High Student Council Advisor, TAG Coordinator, Junior High School Cross Country.

B. Salary Schedule

Base Salary (BA Step 0):

Experience	A	B	C	D	E	F	G	H
0-1	14.50%	12.25%	10.25%	8.25%	6.75%	5.25%	4.25%	2.25 %
2-4	15.00%	13.25%	10.75%	8.75%	7.25%	5.75%	4.75%	2.75 %
5+	15.50%	14.25%	11.25%	9.25%	7.75%	6.25%	5.25%	3.25 %

C. Grant-Based Positions: Filling of grant based positions requires receipt of grants dollars and will be paid in accordance with the grant criteria.

D. Extra-duty/co-curricular positions will be offered to qualified personnel on a voluntary basis; however, the District retains the right to assign personnel to such duties if the position(s) remain(s) unfilled. Prior to assigning personnel to such duties, the District shall post a list of unfilled positions in each building and solicit volunteers at least six (6) weeks prior to the beginning of each season unless an emergency exists due to a resignation. The provisions of Article 4, A (just cause) do not apply to extra-duty/co-curricular assignments. Should the District contract with an individual outside of the bargaining unit it may choose to not pay any salary but in no case shall the District pay a salary that exceeds the schedule amount.

E. An annual fund will be budgeted for coaches to attend coaching clinics:

\$3,300

The fund will be dispersed through the recommendation of the Athletic Director except for his/her own training when the AD will go the principal for approval. At the discretion of the Athletic Director, and with approval/agreement of the building principal, Coaches may be assigned to attend coaching clinics and the cost of said clinics shall be deducted from the fund provided herein.

F. Teachers on the extra-duty schedule will be eligible for elevation to the successive steps based upon their years of experience and at the discretion and recommendation of the administration. Out-of-district experience may be considered.

G. If vacancies exist in extra-duty/co-curricular positions, nothing in this article shall restrict the District's right to go outside of the bargaining unit to fill such vacant extra-duty/co-curricular positions if, in its discretion, it desires to do so.

H. The Association may, on behalf of individual teachers, consult with the superintendent on the need for additional positions and stipends in Section A above. Any such additions must be approved by the Board; if approved, such additions will be added to Section A above.

I. Recipients of extra-duty/co-curricular pay shall furnish the District with an annual report of activities. In addition an annual performance evaluation will be completed by a building administrator, which will include an employee self-evaluation and input from the athletic director.

J. After an extra-duty/co-curricular contract has been issued, the District may declare the contract null and void due to budget constraints or inadequate student turnout.

Note: The parties will form a committee to study/recommend other revisions/modifications to this assignment section, which could be added to the successor contract through Memorandum of Agreement.

Article 8 – Extracurricular Activities

These positions are deemed to be “when used” and are filled at the discretion of the District. At the beginning of each school year and at least two weeks prior to each new season, the District will first offer extracurricular activity positions to members of the District staff for a five (5) day period prior to offering the non-District staff.

- A. Teachers who perform the following extracurricular assignments shall be compensated in accordance with the following schedule:

Assignment

Athletic Activities Proctor

2 games per event	\$30 per event
1 game per event	\$20 per event
Any event over 6 hours	\$40 per event
Non-OSAA sanctioned referees	\$30 per event

Film/Video Tape Camera Operator \$18/person per event

Proctors (school, bus, dance, concessions,
concerts, auditorium, intramurals*) \$25/person per event

Ticket Sellers \$18/person per event

Scorekeepers, Announcers, Starters, Clerk
recorders, and Timers/Clock operators. \$20 per game

Volleyball Scorekeepers, Announcers,
line judges, libero tracker and
timers/Clock operators. \$20 per match

Football Chain Crew \$20 per game

Tutors \$20 per hour

* Must be a defined intramural program approved by the administration.

**When classified employees or community members are hired to fill these positions, they will be paid at the above rates or minimum wage, whichever is higher.

- B. Extracurricular assignments will first be offered via email to all personnel on a voluntary basis; however, if necessary, the District retains the right to assign personnel to such assignments. Prior to any such assignments, the District will solicit volunteers.
- C. The District retains the right to use non-bargaining unit personnel to perform these duties. Should the District use an individual outside the bargaining unit it may choose not to pay that individual but in no case shall the rate of pay exceed the schedule amount.

Article 9 – Teaching Conditions

A. Duplicating Facilities

The Board agrees to make available typing and copying facilities in each school. The District agrees to make computers available in each school with the provision that prior approval is necessary to use building computer labs. District office computers are not available for use by the Association.

B. Facilities for Teachers

The Board shall make available in each school: lunchrooms, restroom, and a telephone in each classroom for teacher use. Tobacco use by bargaining unit members shall not be permitted on District grounds or in District facilities.

C. Inclement Weather/Emergency Closures

Teacher attendance shall not be required whenever student attendance is not required due to inclement weather or other unforeseen circumstances beyond the control of the Board. Teachers' pay will not be docked for days missed, provided, however, that the Association agrees that, at the Board's option, teachers shall make up any lost instructional time without additional compensation. The District agrees to consult the Association regarding the timing of any make-up days. However, teachers shall not be required to work more than one hundred ninety (190) total workdays in a five-day week structure and one hundred seventy-six (176) in a four-day week structure.

D. Licensure Requirements

Teachers and registered teachers are required to maintain a current copy of all licensures and endorsements in their personnel file in the administrative building.

Teachers are required to maintain all licenses and endorsements that they have at the time they are hired by the District and that they are actively teaching or have been assigned to teach within the last five (5) years. Employees may not pay to have any license or endorsement removed during the duration of the license period.

No teacher shall be required to be the teacher of record for classes being taught by non-licensed teachers when they are not in direct sight and sound of such programs. Volunteers must be supervised by licensed employees.

E. Safe Working Conditions

The District and the Association recognize the importance of safe-working conditions. Each member shall immediately report any unsafe or hazardous condition to the member's supervisor and the safety committee. Upon request of the member, the District shall provide a written response to the member specifying the action the District proposes to take in response to the report.

Safety committee minutes will be posted in a specified location. A committee to review and develop a visitor policy to comply with the Title I requirements will be established as a part of the annual Title I Parent Involvement Policy Review. The policy will apply District-wide.

F. Lead Teacher: At its discretion the District may fill and assign "lead teacher" positions within the following parameters:

1. The purpose of a "lead teacher" position shall be to provide an identified substitute for the administrators in instances where they are out of the building and where the "lead teacher" assignment is activated.
2. A teacher's acceptance of and continuation in a "lead teacher" position shall be voluntary and the teacher shall not be entitled to continuation of the "lead teacher" assignment from school year to school year. If a teacher wishes to resign from a "lead teacher" position, the resignation shall take effect at the end of the current year.
2. A "lead teacher" shall remain a member of the bargaining unit and as such shall not be assigned any activity or duty that would endanger his/her status as a bargaining unit member, including, but not limited to participating in the evaluation of other employees.
3. The District shall reimburse the "lead teacher" for reasonable pre-approved expenses related to his/her assignment as a "lead teacher". If the District directs the "lead teacher" to work beyond his/her normal work year and/or workday on "lead teacher" related duties, the teacher shall be compensated at his/her hourly rate.
4. For any day the "lead teacher" position is activated the teacher holding the position shall be compensated at an additional \$50 per day. Partial days shall be prorated based on the percentage of the day in the position.

G. Training

1. When the District selects new software or hardware that is required use for teachers, training on that actual software and/or equipment shall be given prior to implementation. The District shall not require use of equipment that is not working.
2. Prior to being held accountable for using new software or hardware, sufficient practice shall be given to reach proficiency as determined by the superintendent's designee.

Article 10 – Reimbursement for Travel Expenses

A. Mileage

Teachers required in the course of their work to drive personal automobiles from one school building to another shall receive a mileage reimbursement at the current IRS rate. The same mileage reimbursement shall be given for use of personal cars used for field trips, workshops, or other business of the District if such use of personal cars for school business is approved by the superintendent. It is also understood the IRS rate will be fixed each July 1 to June 30 of each year.

B. Food and Lodging Allowance

1. Payment for food and lodging shall be as follows:

- a. Lodging – actual cost up to a maximum as listed below for each respective year. If at the direction of the District a teacher is required to stay at a specific location, the District will make the necessary arrangements and pay the actual cost of the lodging. The District will provide employee(s) with a copy of the hotel/motel confirmation slip.

\$100.00 per day

With prior approval, lodging rate limitations may be exceeded when warranted by regional travel location rates. When a conference is at a hotel with conference rate, the District will make reservations and pay the conference rate in full.

- b. Meals:

Breakfast:	\$11.00
Lunch:	\$12.00
Dinner:	\$23.00

Meal reimbursement is based on board policy DLC. If those rates increase during the life of this agreement, these rates will be raised to match them.

*Not to exceed \$46.00 per day based on full-day events. Events lasting less than full day will be adjusted appropriately.

- 2. Up to \$15.00 per day for parking when required.
- 3. Upon prior authorization by the superintendent or his/her designee, the amounts provided herein may be exceeded.
- 4. Any area covered in board policy GBL, but not in this Article will follow board policy.

Article 11 – Vacancies & Assignments

- A. Teachers who are employed by the District during any given year shall be notified in writing of their anticipated assignments for the ensuing year, including Brace Session, as soon as possible but not later than the end of the teachers' work year, except in extenuating circumstances.
- B. Teachers newly hired prior to the beginning of any school year shall be notified in writing of their assignments as soon as practicable, but not later than August 1, except in extenuating circumstances.
- C. Any bargaining unit member notified of a new assignment after August 1, unless hired after that date, will be given at least one day and up to three (3) extended contract days to prepare for the new assignment.
- D. Request for Reassignment
 - 1. The Board recognizes that it is desirable in making assignments to consider the interests and aspirations of its professional employees. Requests by a professional employee for reassignment to a different position shall be made in writing; one copy of which shall be filed with the superintendent and the affected principal(s), and one copy of which shall be filed with the Association. The application shall set forth the reasons for the request, the position sought, and the applicant's academic qualifications. The Board or administration will act upon such request within thirty (30) days after receipt thereof by granting the request, denying the request, or by indicating that judgment will be reserved on the request until a later date. Written reasons for denial of a request for reassignment will be provided upon request of the employee affected. The District shall grant priority reassignment rights to an employee not currently under a CAP who requests to transfer out of a position that interferes with his/her status as "highly qualified" under the ESEA provided the position he/she is seeking is open.
 - 2. A vacancy shall be a newly created position or a position that the District has decided to fill once all assignments are completed. Any vacancy existing or becoming available shall be made known to the current staff by posting such notice with an accompanying job description on the faculty room bulletin board in each building and via District email and website. Any such vacancy shall be posted for at least five (5) school days before being filled to allow time for current staff to apply. In the event a position becomes available when school is not in session staff shall be notified District email and the District will post the vacancy on the District's website. If a position is created or becomes open less than one week prior to the start of the school year, the emergency posting limit will be three (3) days.
- E. Involuntary Reassignment
 - 1. When a teacher is involuntarily reassigned, he/she will have an opportunity to make known to the appropriate administrators his/her wishes regarding a new assignment.
 - 2. Notice of an involuntary reassignment will be provided to a teacher as soon as possible.
 - 3. An involuntary reassignment will be made only after a meeting between the teacher and the administrator, at which time the teacher will be notified of the reason for the reassignment.

4. Teachers being involuntarily reassigned will be informed of appropriate vacancies known at the time the decision is being made. If possible, the teacher being involuntarily reassigned will have the opportunity to observe the individual currently in the position prior to the reassignment taking effect.
5. Any teacher who is involuntarily reassigned during the school year or on or after August 15th shall be granted at least one (1) day and may, upon request, be granted up to five (5) days of release time to prepare for the new assignment. Any teacher who is notified of an involuntary reassignment for the following school year may apply for an extended contract, in accordance with Article 15.

F. Re-employment of Retired Employees

Licensed employees who retire from the Reedsport School District and who are subsequently rehired by the District are members of the bargaining unit represented by the Association of Reedsport Educators. All contractual rights and benefits under the Collective Bargaining Agreement will be afforded to re-employed unit members except those expressly set forth below as exclusions.

1. **Mid-Year Retirement:** When it is advantageous within the PERS system for eligible employees to retire prior to the end of the school year and the bargaining unit member and the district wish to minimize the disruption for students by employing these retirees for the remainder of the school year, the following conditions will apply:
 - a. The retiree will be issued a temporary contract and remain a member of the bargaining unit with all the rights, privileges, and obligations under the current negotiated agreement except those removed in this section.
 - b. The District will pay the retiree on a per diem basis based upon the annual salary of the retiree at the date of retirement. No PERS shall be paid.
 - c. The retiree shall accumulate one (1) day of sick leave per month, but these days shall not be added to the accumulated total prior to retirement or counted toward any District/PERS retirement benefit. Any personal leave/bereavement days the employee had remaining for the school year of retirement will be credited to the employee. No additional paid leave days shall be available including any sick leave accumulated prior to retirement.
 - d. The District shall continue to provide medical, dental, and vision insurance for the retiree in whatever plan or status the employee was provided prior to retirement. The District shall continue to provide a term life insurance policy equal to the face value of the policy prior to retirement. No other insurance benefits will be provided.
 - e. The retirement shall not create a vacancy under Article 11 of the negotiated agreement until the end of the current school year.
 - f. The retiree shall be employed only until the end of the school year in which he/she retired. Should the position exist for the following year, the position filled by the retiree shall be duly posted as a vacancy no later than the end of the school year.

2. **Re-Employment of Retired Employees**

All positions vacated by the retirement of employees that are going to continue the following contract year, but who wish to return to work for the District, shall be required to apply for employment just as any job applicant new to the District. If the District selects a retiree for open position for re-employment, the following conditions will apply:

- a. Re-employed unit members shall not retain any seniority status accumulated prior to the date of re-hire. Re-employed teachers shall have no rights under Article 24, Layoff/Recall.
 - b. Re-employed unit members shall not be subject to the salary schedule placement restrictions of Article 20 Section C of the Collective Bargaining Agreement and shall be paid on a per diem rate based upon the appropriate annual salary of the retiree based on current uninterrupted service.
 - c. Re-employed unit members shall accumulate one (1) day of sick leave per month, but these days shall not accumulate to the total prior to retirement. Re-employed unit members will receive personal/bereavement days in accordance with the negotiated agreement.
 - d. The District shall continue to provide medical, dental, and vision for the eligible retiree equal to other employees as per Article 19, Section B. The District shall also continue to provide term life insurance equal to the face value of the policy based on current uninterrupted service. No other insurance benefits will be provided.
 - e. Re-employed unit members shall defer any early retirement benefits for which they are eligible until the end of their re-employment.
 - f. The District shall not be obligated to pay or forward payments to PERS for the re-employed unit member who is already eligible to draw PERS.
3. After retirement, a bargaining unit member will exercise either the re-employment Option listed in 1 or 2 above only one (1) time. The only exemption may occur when the District has duly posted a position and the District determines that there are no qualified licensed candidates.

Article 12 – Teacher Evaluation

- A. Teachers will be informed of the evaluation policy/procedure in effect at the beginning of the school year and of any changes that later occur. Copies of all relevant forms and policy statements will be provided to the teachers. Teachers working in more than one building will establish student learning and professional growth goals in cooperation with both building administrators. However, only one administrator shall be responsible for compiling written performance measurement document with input from the other administrator as required by the Educator Evaluation Handbook. The District will comply with ORS 342.850 and adopted Board Policy.
- B. The performance of each teacher shall be either informally evaluated or formally evaluated in writing. Probationary teachers shall be formally evaluated at least once during the school year. Contract teachers will be either formally or informally evaluated at least once a year. Teachers may request additional evaluations. Employees shall select artifacts for the evaluation process that are in alignment with professional growth and student learning goals.
- C. Three (3) copies of the written evaluation shall be submitted to the teacher at the time of the personal conference or within ten (10) days thereafter: one (1) copy is to be signed and returned to the administrator, one (1) copy is to be retained by the teacher and one (1) copy will be placed in the employee's District personnel file. Teachers may put objections to evaluations in writing and have them attached to the evaluation report, to be placed in the teacher's personnel file, with a copy to the superintendent. Should the District move to an electronic evaluation document storage system, each employee who is being formally evaluated shall receive physical, date-stamped copies of all information used in the completion of the final evaluation document. The District shall provide the same confidentiality of electronic evaluation files that it provides for personnel files.
- D. Observations of a teacher's work performance shall be conducted openly.
- E. Within a reasonable period of time (4-5 working days) after any formal observation, the observer will give the teacher a copy of the observation summary form. After receipt of the form, the teacher may request a conference with the observer. Teachers may request written suggestions for improvement.
- F. Within a reasonable time (4-5 working days) the evaluator will notify the teacher in writing of performance deficiency(ies) when the evaluator determines that such deficiency(ies) has (have) become serious. The teacher may request that the evaluator provide specific written suggestions for improvement.
- G. If the District determines that a written program of assistance is necessary, the employee shall be notified in writing with a copy to the Association president. The employee has the right to Association representation from the point of notification of intent to be placed on a program of assistance.
- H. The awarding of the annual increment (for those who have not reached the top step of their lane) shall be contingent upon satisfactory teaching performance as determined by the administration through the use of the evaluation procedure. (Eligibility is defined as satisfactory teaching performance. Employees on a program of assistance will not be eligible for step while on a plan. Once a plan is successfully completed, the individual will be granted step.)

- I. Any proposed changes in the Evaluation Policy shall first be presented to the appropriate Joint Evaluation Committee. This committee shall consist of three (3) administrators or Board members and three (3) bargaining unit employees selected by the Association. The Committee shall meet on a non-contract day each June to review applicable Oregon teacher evaluation law, local practices/procedures, and propose any necessary revisions to the Educator Evaluation Handbook to the Board. Teachers shall receive an hourly rate of pay for their non-contract time. The Committee shall review all proposals and shall make recommendations to the Board. No change in the Evaluation Policy shall be effective until it has been reviewed and recommended by the Committee and approved by the Board. No committee formed under this section will discuss or be authorized to discuss tying teacher evaluation to compensation.
- J. The selection of teacher participants on any committee established to develop the District's Achievement Compacts will be by Association appointment. Teachers will be given proportional representation to other stake holders groups on the committee.

Article 13 – Leaves

A. Sick Leave

1. Sick leave shall be defined as a teacher's absence from duty because of an illness or injury to that teacher or to any resident member of the teacher's household or a member of the immediate family as defined in B. 2 below for whom the employee is the primary care giver. Sick Leave may also be used for others with a serious illness who would qualify under Family Medical Leave, consistent with Board policy. Up to forty hours per year may be used for well-care for immediate family.
2. Each full-time teacher shall be granted eighty hours (80 hours of annual sick leave, (eight-hour day per use.) Part-time, partial contract year, and eligible temporary teachers shall receive prorated benefits. Sick leave use will be calculated in hourly increments, with a two-hour minimum.
3. Sick leave accrual shall be unlimited in accordance with Oregon law.
4. Sick leave accumulated in other Oregon districts may be transferred in accordance with Oregon law.
5. Sick leave may be taken in two-hour increments. With the prior approval of the administrator, a teacher may adjust his or her regular work hours to accommodate medical/dental situations. Such adjustments shall not be charged against the teacher's sick leave where a substitute is not required.
6. Workers' Compensation, as well as sick leave, is designed to allow the teacher to continue to receive compensation, but is not intended to duplicate any pay due to a compensable injury. Therefore, the District will allow certain deductions from sick leave to complement Workers' Compensation payments in accordance with the provisions of ORS 656.240, and subject to the limit of the teacher's accumulated sick leave.
7. Unused sick leave shall not be compensated upon termination, except as reported to PERS upon the retirement of an employee.
8. Sick Leave Supplement: When an employee suffering from a serious health condition as defined by FMLA exhausts his/her sick leave due to illness or injury and the employee is not eligible for salary replacement benefits (either on a full or partial basis) through another source, such as Workers' Compensation, disability insurance, PERS benefits, or Social Security, the Association may request for a personal and/or sick leave donation from members of the bargaining unit with the following conditions:
 - a. It is understood the donation is voluntary and a minimum of four hours and a maximum of eight hours may be donated for any occurrence.
 - b. An additional donation may be made if all donated hours are exhausted before the employee qualifies for other benefits.
 - c. The donated hours will be used in the order in which they were contributed and any hours not used will be credited to a pool for future use. The Association president will be notified by June 30 of each year what days remain in the pool.

All days remaining after a request has been made, should any not be used, must be used before any additional request for days is solicited for another person.

- d. It is understood that once an employee agrees to make a donation, that decision is irreversible and the sick leave will not be returned to the donating employee.
- e. Any teacher who has donated a personal leave day in accordance with this Section may also donate one (1) sick leave day. The personal leave day must be donated before the sick leave day. (16 hours maximum per employee in any given year)
- f. Any Association grievance arising out of the implementation or the provision of Section 8 shall be processed to the Board level only and will not be subject to binding arbitration.

B. Other Leaves

1. Personal Leave

Two (2) days (calculated as sixteen [16 hours], eight-hour day per use) of such leave shall be granted to each teacher per school year. Such leave shall be defined as an event or a condition that requires a teacher's presence during the school day. Personal leave must be taken in not less than four (4) hour increments.

- a. With the exception of an emergency situation, personal leave days must be requested at least one (1) day in advance in writing. Failure to request such days in advance may be cause for the denial of the paid benefit, as determined by the administration. The administration retains the right to deny personal leave if a qualified substitute is not available, but, after discussing with the employee and conferring with the superintendent, all other options will be considered prior to denying the use of personnel leave after initial approval.
- b. Prior to utilization of personal leave, teachers will communicate in writing (e.g. email or other) and request leave in Frontline/AESOP stating that they will utilize the day(s) in accordance with the provisions of this article and submit the form to the principal. If a leave form is required, the leave form will be mutually developed between the parties.
- c. Personal leave days shall not be charged against sick leave.
- d. Personal leave days are noncumulative from year to year.
- e. Within the scope of the conditions and stipulations set forth above, teachers have the right to take the two (2) personal leave days. Nevertheless, if at the end of a school year a teacher has not used any of the two (2) personal leave days, that teacher will be paid an additional \$150 if only one (1) personal leave day has been used during the school year, the teacher will be paid an additional \$100. Any part of a day used shall be considered as a whole day used for purposes of remuneration under this provision.

2. Bereavement/Life-Threatening Illness Leave

Up to five (5) paid days (calculated as forty [40] hours, eight-hour day per use) may be utilized per year for such leave. An additional five (5) days (forty [40] hours) may be used in accordance with Oregon law. Such leave may be used in the event of a life-threatening illness or death in the teacher's immediate family, which shall include: wife, husband, children, grandchildren, father, mother, grandparents, foster parents, mother-in-law, father-in-law, stepmother, stepfather, son-in-law, daughter-in-law, brother, sister, sister- or brother-in-law, aunt, uncle, niece, and nephew or others living in the immediate household at the time of the life-threatening illness or death. Such leave must fall within the intent of the usage so stated.

- a. With the exception of an emergency situation, all such days must be requested at least one (1) day in advance in writing. Failure to request such days in advance may be cause for the denial of the paid benefit, as determined by the administration.
- b. Prior to utilization, teachers shall communicate in writing (e.g. email or other) and request leave in Frontline/AESOP stating that they will utilize the day(s) in accordance with the provisions of this article and submit the form to the principal. If a leave form is required, the leave form shall be mutually developed between the parties. The District administration retains the right to require reasonable evidence of the purpose for leave as provided herein.
- c. Such leave days shall not be charged against sick leave.
- d. Under no circumstances are such leave days to be used for vacation, leisure or recreational purposes.
- e. Such leave is noncumulative from year to year.
- f. Additional time off for purposes as provided herein may be granted at the discretion of the superintendent.
- g. When an employee takes leaves according to these provisions for reasons which also qualify the employee for leave pursuant to FMLA and/or OFLA, the leave used under this section will be counted towards the District's statutory obligations.

C. Legal Leave

The District will grant the time necessary for appearances in any legal proceeding connected with the teacher's employment, or with the school system, or in any other legal proceeding, including jury duty, if the teacher is required by law to attend (i.e., court order, directive, or subpoena). The teacher shall be paid his/her regular salary for all such time, minus any fees paid by the court or party to the action, except for expenses. Except this provision shall not apply if the employee is a party to an action against the District or is the defendant in a criminal proceeding.

D. Association Leave

Up to five (5) days per year shall be granted to the Association or its designated members for use as Association leave. If an employee is elected to a State or regional OEA position, additional days may be granted by the superintendent after considering an annual calendar or duties. The Association will certify that leave requested under this provision will be for the purposes of contract administration or negotiations only. The Association will be responsible for the cost of a substitute. Such leave must be requested in advance through the building principal.

E. Other Leaves

1. Other paid leaves may be granted at the discretion of the District. The teacher must provide the District with a notice of his/her intent to return to work the next school year by March 15.
2. Other long-term nonpaid leaves may be granted at the discretion of the District when the teacher needs to be gone for an extended period of time. The teacher must provide the District with a notice of his/her intent to return to work the next school year by March 15.

F. Professional Leave

Employees may request leave for purposes of continuing professional development. The employee will submit the request in writing with an explanation of the activity and the benefits obtained to the building administrator for approval. The request must be submitted at least ten (10) workdays in advance of the requested date of absence.

- G. Prior to utilization, an employee shall communicate in writing (e.g. email or other) and request the leave in Frontline/AESOP stating that he/she will utilize the day(s) in accordance with the provisions of this article. If a leave form is required the leave form shall be mutually developed between the parties. The District administration retains the right to require reasonable evidence of the purpose for the requested leave except as stated that for personal leave no information or explanation is required other than confirmation that the leave will be utilized in accordance with the provisions of this article.

- H. The District does not believe that excessive occasional absences of the teaching staff is beneficial to the educational environment. Therefore, except for the specific leave options stated in this article, employees will not be allowed to take additional leave without pay unless otherwise approved by the Superintendent.

Article 14 – Extended Contracts

- A. In order to continue a constructive pattern of District curriculum development, District trainings and program continuity, \$21,000 will be budgeted for the purpose of extended contracts, including those currently being funded, not to exceed (2) weeks in length, unless extenuating circumstances demand more time and are so approved.
- B. Requests for extensions shall be submitted on the form provided to the appropriate principal for review and consideration. Attached to said form, each request shall also include a written statement containing, as a minimum, the following:
 - 1. A complete explanation of why the tasks must be performed and how they fit into the Board and District wide goals;
 - 2. Rationale in support of the timelines requested to meet the project objectives;
 - 3. Rationale in support of distinguishing the extension contract project objectives from those duties normally completed within a professional work year.
- C. Extended contracts which are approved will be funded at 100% of the daily rate (1/190) of the employee's contracted salary for the fiscal year in which the work is performed.
- D. Subject to the funding limitations provided herein, the requests for contract extensions may be granted. Requests for contract extensions which have been properly completed shall not be arbitrarily denied. Reasons for denial shall be given in writing. The granting of requests for contract extensions is discretionary with the District.
- E. Extended contracts shall not be used to compensate for additional time worked on the employee's established normal contract days except at the discretion of the District.
- F. For the purpose of enhanced professional development with a minimum of four weeks of notice, but not less than two-week notice in unusual circumstance, contracted half-day professional development days may be extended to a full day by the District and teacher attendance is required. However, if a teacher has proof of a prior engagement, time can be flexed to an alternate day. Teachers shall be compensated for the time at their regular hourly rate.

Article 15 – Sabbatical Leave

A. Purpose

The primary objective of sabbatical leave is to improve the educational offerings to the students of the District by making it possible for selected staff members to improve their teaching by additional study or related educational experiences. Sabbatical leave should also encourage staff members to serve the District for a longer period of time.

B. Eligibility and Selection

The Board may, at its discretion and upon recommendation of the superintendent, grant sabbatical leaves for one (1) academic year or for shorter periods of time. To be eligible for consideration, staff members must have given seven (7) uninterrupted years of service to the District. No more than two (2) sabbaticals in one (1) year will be allowed.

C. Application Procedure

Staff members eligible for sabbatical leave must submit their applications prior to March 1 of the school year before the date the leave would begin. Such application shall contain a description of the proposed sabbatical program and a statement of how such leave would benefit the educational program offered to the students. All such applications shall be reviewed by the superintendent prior to submission to the Board. A copy of the application procedure may be obtained in the superintendent's office.

D. Conditions of Leave

When a sabbatical leave has been approved by the Board, the following conditions shall apply:

1. Granting of a sabbatical leave shall obligate the staff member to at least two (2) academic years of subsequent service to the District. The salary advanced by the District during the year of sabbatical leave shall be repaid on a prorated basis if the two-year subsequent service requirement is not fulfilled.
2. Academic hours gained during a sabbatical leave shall apply toward horizontal advancement on the salary schedule. Time on leave shall apply as service time to the District for the purpose of increment.
3. Sick leave or other fringe benefits shall not continue to accrue during the leave period. However, upon return from a leave, the employee shall have restored to him/her all other rights and benefits previously earned.
4. Granting of sabbatical leave shall guarantee the employee a return to the same or similar teaching position held prior to taking the leave.
5. Each certified employee granted a sabbatical leave shall be paid compensation at the rate of fifty (50) percent of the gross monthly salary he/she would have received if he/she had taught in the District that year. Salary payments will be made in accordance with the regular payroll procedures of the District. Compensation for leaves of less than one (1) full year shall be prorated accordingly.

Article 16 – Maintenance of Classroom Control & Discipline

- A. The definition of the duties and responsibilities of all administrators, coordinators, supervisors, and other personnel pertaining to student discipline shall be reduced to writing by the District and presented to each teacher at the start of each school year. Such definition of the duties and responsibilities of personnel is a retained right of the Board.
- B. Teachers may refer a student to the principal or other designated administrator for special assistance. For each student so referred, the teacher shall indicate the particular problems, suggest possible steps for their resolution, and complete the student referral form. The principal or other designated administrator will, within a reasonable period of time, deal with the referral. Upon request, the teacher will be provided with a written response from the principal or other designated administrator outlining the action taken on the referral. Final decision-making authority will rest with the principal or other designated administrator.
- C. Teachers may, in compliance with state and federal statutes and administrative regulations, temporarily exclude a student from the classroom when the student's behavior is seriously disrupting the instructional program. The teacher will immediately notify the principal or other designated administrator of the exclusion, the reasons for such action, and complete the student referral form. As soon as practicable, the principal or other designated administrator will arrange for a conference to discuss the matter. At all times, final decision-making authority and the right to place the student in a classroom shall rest with the principal or other designated administrator. Upon request, the teacher will be provided with a written response from the principal or other designated administrator outlining the action taken on the referral. During the period of exclusion from the classroom, the student shall not be the responsibility of the teacher unless otherwise directed by the principal or other designated administrator.

Article 17 – Personal Life/Nondiscrimination

The personal life of an employee outside his/her employment responsibilities is not an appropriate concern for attention of the board, provided that his/her personal life does not interfere with or keep him/her from satisfactorily performing his/her employment responsibilities.

Provisions of this Agreement shall be applied equally to all members without discrimination as to actual or perceived age, marital status, race, gender, sexual orientation, gender identity, religion, national origin, physical or mental disability, unless based on a bona fide occupational qualification or other protected class or activity covered by law and/or board policy AC.

Article 18 – Dues and Payroll Deductions

- A. Upon appropriate written request from the teacher, the District shall deduct from the salary of the teacher and make appropriate remittance for those items presently incorporated under the payroll plan. Should state/federal rules change or a provider alter the parameters of its product/plan document impacting the ability to maintain current deductions, the parties will meet to establish new payroll protocols.
- B. The District shall continue to itemize pay and payroll deductions.
- C. The District shall continue to utilize the OEA-sponsored system as the system for deducting Association dues.
- D. The District will continue its practice of deducting requested deductions, subject to the limitations of the payroll system.
- E. The Association agrees to indemnify and save the Board, all administrators, and District agents harmless against any and all claims, demands, costs, suits, or other forms of liability, and all court costs that may arise out of, or by reason of, action taken by the District for the purpose of complying with Association dues deductions and the fair share provisions.

Article 19 – Insurance

A. The District insurance program shall include the following programs:

1. **Medical/prescription:** for the term of this Agreement, the District will fully fund the tiered rate coverage for MODA Dogwood plan, which shall be the preferred District medical plan (or if the Dogwood plan is no longer exists the closest comparable plan in OEBB). members that enroll in the preferred District major medical plan shall also be eligible to participate in the District sponsored group Health Reimbursement Account detailed below.
2. **Dental:** for the term of this Agreement the District will fully fund plan 6 without ortho coverage (or if Dental Plan 6 no longer exists, the closest comparable plan). Employees may elect to buy a different dental plan, but the increase in costs between the employee selected plan and MODA Plan 6 will be paid by the employee through payroll deductions. If an employee selects a less expensive dental plan, the difference will be retained by the District.
3. **Vision:** for the term of this Agreement OEBB Vision coverage will be available to employees that elect to enroll to be purchased at the tiered rate. The cost for vision coverage will be paid by the employee through pre-tax payroll deductions.
4. **Life:** Employee-only coverage to an amount not less than \$10,000 with AD&D provisions.
5. **Long-Term Disability (LTD):**
Major Provisions include:
 - a. **Eligible Employees:** All full-time licensed employees working twenty (20) or more hours per week
 - b. **Benefit Amount:** 66 2/3% monthly earnings, not to exceed a \$5,000 maximum benefit
 - c. **Benefit Period:** To age 65 for injury or sickness if eligibility occurs before age 60
 - d. **Elimination Period:** 90 days for injury or sickness or end of sick leave, whichever is greater.
 - e. **Employer Contribution:** 100%
 - f. **Cost-of-Living Adjustment (COLA)**
6. **Health Reimbursement Account (HRA):** the group HRA is to provide reimbursement to members enrolled in the District's preferred medical plan such that the annual deductible amounts are reduced to \$650 per person (with a maximum of three deductibles) and the annual out-of-pocket maximum amounts are reduced to \$4,000 per person (with a maximum of three per family) Reimbursements will be paid according to the HRA documents.

- a. Group HRA benefits are available only for qualifying expenses that are described in the MODA Dogwood Plan 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 in-network while the member is enrolled in the plan or portion thereof or any normal run-out period immediately following separation, which will be the three month period following the last month District insurance coverage is provided, for medical expenses incurred prior to the final date of insurance coverage. Expenses are incurred when care is provided rather than when the enrollee is billed or payment for the service is made.
 - b. 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). Reimbursements are paid from the Explanation of Benefits.
- B. Employees who work for the District and are also covered by insurance coverage of another employee who also works for the District will be eligible to receive only one District insurance contribution for both employees.
 - 1. The amount that the District would have contributed toward the purchase of insurance premiums for the 2nd employee will be used by the District to fund the Health Reimbursement Account plan.
 - 2. Employees eligible under B. above, will have zero deductible, and eligible for reimbursement from the Health Reimbursement Account plan, at the 20% co-payment rate from the first dollar spent. Further, employees eligible under B., will have a maximum out-of-pocket of \$2,000 per person (3 person maximum).
 - 3. Employees who opt out of insurance coverage will receive no monetary incentive, and the amount the District would have contributed towards any monetary incentive will be used by the District to fund the Health Reimbursement Account plan.
- C. Any employee contribution toward dental or vision insurance premium will occur on the employee's pre-tax salary.
- D. Should OEBB be dissolved and that results in a change in carriers that would impact an employee's right to choose his/her provider, the change requires Association approval. A joint insurance committee consisting of four (4) members of the bargaining unit, no more than four (4) administrators and four (4) members of the classified unit may be called to discuss insurance plan options for the following year.
- E. Teachers on unpaid leaves of absence shall be allowed to continue in any or all of the above insurance programs by paying the full premium costs, except while on OFLA/FMLA subject to the rules and regulations of the insurance carrier(s).
- F. Employees newly hired into the full-time bargaining unit by the Board shall be eligible for District-paid insurance coverage upon acceptance of the insurance carriers on the first day of the month following the month work commenced. (Less than full-time shall be prorated the cost of the premium according to their FTE.)

- G. The benefit programs identified herein shall be provided only in accordance with the underwriting rules and regulations as set forth by the carrier(s) in the policy retained by the policyholder.
- H. The District's obligation towards insurance herein shall cease in September for employees leaving the District but who complete the contract year or on the first day of the month following the month in which the eligible employee was no longer employed by the District.

Article 20 – Professional Compensation

A. Salary Schedule

The Board and the Association agree on the attached salary schedules (Appendix A-1, A-2, and A-3), which is by this reference incorporated herein for the 2018-2019 and 2019-2020, 2020-2021 school years. (Two percent (2%), two and one quarter of one percent (2.25%) and two and one quarter percent (2.25%) percent each year respectively.)

All employees eligible shall receive a step increase. (Eligibility is defined as satisfactory teaching performance. Employees on a program of assistance will not be eligible for step while on a plan. Once a plan is successfully completed, the individual will be granted step.)

B. Method of Salary Payment

1. Paydays shall be the 28th of each month or the last week day closest to it of each calendar month August through June. Employees shall be paid in twelve (12) equal payments. shall receive the June and July checks in one lump sum on June 28th.
2. Each teacher may request one (1) emergency draw of up to one half (1/2) their regular payroll in the event of a financial emergency. A written request must be filed with the Superintendent to receive a draw. The check will be cut as soon as the District staff is able to do so.
3. After a written contract is provided by the District to the employee at the beginning of each school year, or prior to the start of a mid-year assignment, full-year extra-duty assignments contracts under Article 7 will be paid in equal installments during the school year. Partial year assignments will be paid during the term of that assignment in two (2) equal installments. The payment of the final installment is contingent upon completion of the required obligations of the particular assignment.

To receive payment for extracurricular assignments, under Article 8, a teacher must turn in a properly completed time sheet to the District office on or before the 15th of the month.

C. Credit for Former Experience in Accredited Schools

Teachers hired by the District will be given full credit for the first nine (9) years of teaching, but no fractional year's credit will be allowed. A maximum of nine (9) years of teaching experience will be allowed. Only prior experience in an accredited public or private school will be considered. The Board reserves the right to exceed the normal nine-year allowable experience limitation for teachers new to the District when, upon recommendation of the superintendent and because of extenuating circumstances, such action shall be deemed to be in the best interest of the District.

When a duly licensed teacher becomes a registered teacher, but maintains a regular teaching license simultaneously, that individual will be paid off the existing salary schedule.

Registered teachers without a teaching license, but holding BA/BS will be paid at ninety-seven percent (97%) of the base salary hourly rate per hour. All other registered teachers will be paid at \$22.00 per hour.

D. Credit Experience

By October 15 of each year, a record of credits earned is to be filed with the administrator. If a teacher files enough credits earned during the previous year to qualify for the next educational level that year, a new contract is to be made on the basis of additional salary.

E. Credit for Service in the Armed Forces

Up to three (3) years of service in the armed forces will be counted as teaching experience; provided the veteran was teaching in the District immediately preceding his/her entry into the service, the veteran was involuntarily inducted into the armed services, and the veteran applied for teaching employment with the District within one (1) year after his/her honorable release from active duty.

F. Employees who work with student teacher, and the placement is agreed to by the administrator shall receive any stipend paid by the college or university by submitting an extra-duty timecard approved by the administrator. Teachers will be paid their hourly rate, payroll taxes/benefits will be calculated, and the total shall not exceed the total amount of the stipend. Any tuition credits provided by the college or university shall be offered first to the employee supervising the student teacher.

G. PERS Pick-Up

1. The District shall cease withholding from employees' monthly salaries the contributions required by law, and shall "pick-up," assume and pay a six percent (6%) employee contribution to the Public Employees Retirement and/or the OPSRP fund for the employee members then participating in the Public Employment Retirement and/or the OPSRP System. Such "pick-up" or payment of employee member monthly contributions to the system shall continue for the life of this Agreement.
2. The full amount of required employee contributions "picked-up" or paid by the District on behalf of employees pursuant to this Agreement shall be considered as "salary" within the meaning of law for the purposes of computing an employee member's "final average salary" within the meaning of law but shall not be considered as "salary" for the purposes of determining the amount of employee contributions required to be contributed pursuant to law. Such "picked-up" or paid employee contributions shall be credited to employee accounts pursuant to law and shall be considered to be employee contributions for the purposes of law.

H. When teachers agree to teach a class during their preparation time, they shall be paid for the additional period of teaching at their hourly rate.

Article 21 – Miscellaneous Provisions

A. Separability

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect. Upon request of either party, the District and Association will enter into negotiations for replacement language for the illegal provisions.

B. Compliance Between Individual Contract and Master Agreement

Any individual contract between the Board and an individual teacher 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.

Article 22 – Association Rights and Responsibilities

- A. Upon request, the District agrees to furnish to the Association those public, non-confidential documents containing the information which is necessary for its functioning as the exclusive bargaining representative. The Association bears the cost of production, research, duplication, and presentation incurred by the District in complying with the provisions of this section. The present practice of the District absorbing incidental costs of production will be continued.
- B. Upon request of the building principal by the Association, the Association may be granted permission to utilize school facilities after the employee workday for Association meetings, provided that such meetings shall not interfere with normal school operations and provided that there is custodial staff on duty.
- C. The Board agrees that the Association representatives or subcommittee(s) thereof, having business other than negotiations or contract administration, can be placed on the Board agenda in the same manner as any other citizens of the District.
- D. A copy of the Board meeting agendas, non-confidential information provided in the Board packet, and unapproved minutes shall be sent to the Association president.
- E. The Board agrees to make available, in each school, typing and duplicating facilities for Association business at reasonable times, when not otherwise in use during non-work hours. The Association shall pay for the cost of all materials and supplies incidental to such use, and for any repairs necessitated as a result thereof.
- F. The District agrees to maintain the current practice of allowing the Association the right to use interschool mail facilities and school mail boxes. This provision is subject to Federal Postal Service regulations and orders.
- G. The Association shall have, in each school building, the use of a bulletin board in each faculty lounge and teachers' dining room. The Association shall have space on the bulletin board in the central office for Association notices. The Association shall have the right to use school computer equipment and email for Association business in accordance with state and federal law and District policy.
- H. **Association Leave**

An unpaid leave of absence of up to two (2) years may be granted at the discretion of the Board to any teacher, upon application, for the purpose of serving as an officer of the Association or on its staff. Upon return from such leave, such teachers shall be placed at the same position on the salary schedule as they would have been had they taught in the system during such period.

Article 23 – Complaint Procedure

A. Procedural Requirement

Any complaint regarding a teacher made to any member of the administration by any parent, student or other person which does or may influence the evaluation or result in a record being placed in the personnel file of the teacher shall be processed according to this procedure.

1. Teachers shall be advised of any oral complaint within five (5) days of the complaint only if the administration determines such is needed. Nothing in this section is intended to restrict any administrator from independently verifying information reported through this procedure.
2. The administration shall require any adult complainant to submit his/her complaint in writing and sign it. A copy of any written complaint shall be provided to the teacher within five (5) days of receipt.
3. In instances of alleged sexual harassment, child abuse or “sexual conduct” as defined in ORS 339.370 will be investigated, however, only complaints that can be substantiated independently will be processed. These complaints shall be shared with the employee within ten (10) days of its first notice.
4. The parties agree that the District has no obligation to process as a complaint any notification by the police or outside agency of any on-going investigation unless the party files a District complaint or the District places the individual on administrative leave during the investigation.

B. Meetings

Whenever possible and/or feasible and when appropriate, the principal shall attempt to arrange a meeting between the complaining party and the teacher to discuss the matter at the end of the day. If the complaint is not resolved as a result of this first meeting, or if no meeting is held, the principal and teacher shall meet to resolve the matter. The teacher must be provided written notice no less than 24 hours in advance of any such meeting, unless waived by the employee.

C. Right to Representation

The teacher shall have the right to be represented by the Association at any meetings or conferences regarding such complaint.

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

Article 24 – Layoff/Recall (Reduction in Force)

- A. In the event the Board in its discretion determines that a layoff or reduction in force is necessary, it will notify the Association president and the teachers to be affected as soon as practicable. The Board will then determine the teachers to be laid off by means of the following criteria:

1. Licensure;
2. Seniority;
3. Competence or merit if the Board desires to lay off a teacher with greater seniority, and retain a teacher with less seniority;
 - a. If the District desires to retain a teacher with less seniority than a teacher being released under this section, the District will have the burden of proof to show that the teacher being retained is more competent or meritorious. Licensure means the teacher has the proper Oregon Department of Education (ODE) and the Teacher Standards and Practices Commission (TSPC) license and endorsement to fill the remaining positions.
 - b. Seniority shall be defined as the employee's total length of continued service in the District as a licensed teacher. Seniority will be computed and accrue from the teacher's first date of actual service. Ties in seniority shall be broken by drawing lots on the first date of service for the employees involved to determine seniority. Seniority shall continue to accrue during authorized leaves of absence.
 - c. If the District decides to lay off by seniority, it will lay off unit members in reverse order of seniority.
 - d. The following are the definitions of competency and merit:
 - **Competence:** means the ability to teach a subject and/or grade level based on recent teaching experience related to that subject and/or grade level within the last ten (10) years or educational attainments, or both, but not based solely on being licensed to teach.

For purposes of this article:

- (1) grade level is defined within the following groupings:
(K-8), and (7-12);
 - (2) subject area is defined as the specific program area
(e.g., math, science, English, social studies, etc.).
- **Merit:** As defined in ORS 342.943. In order to utilize merit in the retention of a less senior employee, the District shall demonstrate a measurable performance basis for determining that the senior employee is less meritorious, such as the presence of negative evaluation or a program of assistance for improvement in place prior to March 15 of the layoff year.

- e. The District shall make every effort to transfer teachers from courses scheduled for discontinuation to other positions for which they are licensed.

B. Recall

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

1. The District will institute a recall procedure which will recall teachers using the criteria in Section A, above. The District will institute a recall procedure which will ensure that teachers are recalled in the reverse order of layoff, provided the teacher is licensed/registered to teach in the vacant position.
 2. Employees who wish to be considered for recall shall provide the District with teacher's address for recall notification. In the event of a recall, the District shall notify the teacher who has provided his/her address of the recall by certified mail, return receipt requested, sent to the last address given by the teacher to the District office. The teacher will have fifteen (15) calendar days from the date of receipt to notify the District of his/her intent to return. The teacher must thereafter be available to return to employment within thirty (30) days from the date the recall notice was received or, if employed elsewhere, at the time mutually agreed upon by the District and the employee. Failure of the teacher to respond within the 15 calendar days herein specified shall terminate a teacher's employment as a voluntary resignation.
 3. All benefits to which a teacher was entitled at the time of layoff, including unused accumulated sick leave, seniority, and eligibility for sabbatical leave, will be restored to the teacher upon the teacher's return to active employment, and the teacher will be placed on the proper step of the salary schedule for the teacher's current position according to the teacher's experience and education.
 4. No vacancy for a bargaining unit position shall be filled until all laid-off members have been offered recall to positions for which they qualify.
- C. Teachers covered by this article will have the option to continue insurance programs at their own expense, subject to the approval of the insurance carrier.
- D. Teachers covered by this article will be given consideration for substitute teaching; such will not affect teacher recall rights.
- E. The layoff and recall procedure applies to all members of the bargaining unit, except to those employees on a temporary teaching contract.
- F. Upon request, the District agrees to provide to the Association a complete list of all licensed employees, including each employee's date of hire and areas of licensure.
- G. Any "appeal" from the Board's decision on layoff or recall pursuant to this article shall be in accordance with ORS 342.934 and will be by means of a grievance filed pursuant to the article on Grievance Procedure. The decision of the arbitrator will be final and binding.
- H. Should the District close schools pursuant to Article 28, Funding, the parties agree that members of the bargaining unit will be deemed to be on lay off for the duration of the closure.

Article 25 – Tuition Reimbursement

The District will reimburse no more than twelve (12) credit hours per year per employee for tuition reimbursement. A maximum amount, as shown below, shall be expended for tuition reimbursements in any such school year. The tuition reimbursement year shall run from September 1 Through August 30. All reimbursement paperwork including transcripts must be provided to the District no later than September 30.

School Year	Maximum Amount
2018-2019	\$17,000
2019-2020	\$17,500
2020-2021	\$18,000

The following conditions are part of this policy:

- A. Successful completion of graduate courses that are accredited by the Northwest Association of Schools and Colleges or other institutions or agencies approved by the District quality, with prior approval by the building principal and superintendent. Successful completion of correspondence courses, and televisions courses qualify for reimbursement with prior approval by the superintendent or his/her designee (coaching clinics are not acceptable). Courses sponsored by the District for which a proportionate share of the cost is provided by the District will not be subject to reimbursement.
- B. Reimbursement will be provided for teachers taking course work after actually beginning work for the District.
- C. Priorities for tuition shall be in the following order:
 - 1. Full summer school reimbursement (only actual tuition, not to exceed the current Oregon State summer semester enrollment costs) to be applied for prior to the May Board meeting. Summer school courses of less than twelve (12) hours will be reimbursed at the actual cost per quarter hour;
 - 2. Upper division, and graduate (approved by Superintendent or designee);
 - 3. Lower division classes and workshops that carry college credit and are approved by the Superintendent or designee.
 - 4. Upon review of tuition reimbursement requests, if there is potential to exceed the maximum amount in this Article the superintendent will consider exceeding the amount as needed.
- D. Reimbursement for summer school attendance will be made only after the staff member returns to the District for the next school year on a contract basis.
- E. Reimbursement for spring term courses will be made only after reasonable assurance that said teacher will be contracted to teach in the District for the next school year.
- F. The District agrees to pay the full cost of any course on classwork which the District requires any teacher to take. Such costs will not be subtracted from the tuition reimbursement funds specified above.

- G. When the employee registers to attend a workshop or convention for professional development purposes which also allows the employee to obtain graduate hours, the following limitations on reimbursement will apply:
1. The employee may request that the District pay the cost of the tuition necessary to obtain credit for the graduate hours; OR
 2. The employee may request that the District pay the costs associated with attending the workshop or convention (e.g., mileage, meals, lodging, and registration fees excluding tuition).

However, the District will not be required to reimburse the employee for both the costs associated with attending the workshop or convention and the cost of the tuition for obtaining the graduate credit hours.

Article 26 – Strikes

- A. During the term of this Agreement, the Association and the members of the bargaining unit will not initiate, cause, permit, participate in, or join in any strike, work stoppage, slowdown, or any other concerted activity involving any dispute between the Association and the District. Participation in any of the above prohibited activities will be sufficient cause for disciplinary action, including discharge.**
- B. There will be no lockout of members of the bargaining unit by the District as a consequence of any dispute arising between the District and the Association during the term of this Agreement.**

Article 27 – District Rights

Except as otherwise expressly and specifically limited by the terms of this Agreement, the District retains all its customary, usual, and exclusive rights, decision-making prerogatives, functions, and authority connected with, or in any way incidental to, its responsibility to manage the affairs of the District or any part of the District. Except as specifically provided for in other parts of this contract, the District shall have no obligation to engage in collective bargaining with the Association during the term of this Agreement. This contract constitutes the full agreement between the parties. This section shall not be construed to limit the District's legal obligation to notify the Association and bargain upon demand over changes to mandatory subjects of bargaining, as required by law.

Article 28 – Funding

It is recognized by the parties that funds needed to fund this contract are subject to budget laws. The Oregon Legislature and the people of the State of Oregon have a role in the process. Therefore, it is understood that the District's obligation to perform on this contract is subject to the availability of funds. This agreement, therefore, is entered into based upon the following assumptions:

- A. If the District closes its schools because of a lack of funds, no member of the bargaining unit shall be entitled to any salary or fringe benefits provided in this Agreement while the schools are closed.
- B. This Agreement does not guarantee any level of employment.

Article 29 – Fair Share Agreement

- A. The District will deduct an amount equal to one-ninth (1/9th) of the dues of the Association, including the OEA and the NEA dues each month, for nine (9) consecutive months, from the pay of each teacher who is not a member of the Association, beginning with the paycheck for the month of October.
- B. Any teacher who has not requested payroll deduction of Association dues or who has not certified to the District that he/she has paid his/her dues directly to the Association shall be subject to the provisions of this article. Such requests for payroll deduction or certification direct payment of dues shall be made by October 15.
- C. The Association certifies that this Agreement is formally executed pursuant to the approval of a majority of all the teachers in the bargaining unit.
- D. It shall be the responsibility of the Association to notify the District of the amount of yearly dues or service fee by July 1 annually.

Article 30 – Personnel Files

- A. Personnel files are confidential in accordance with ORS 342.850 (8). Should the District move to electronic files, they shall be afforded the same confidentiality as hard copy files. Personnel files may be inspected by the individual concerned or by his /her authorized designee or representative.
- B. There shall be only one (1) official personnel file, and said file shall be the sole official repository for employee personnel information. Such files shall be maintained in a central location by the District. Unofficial working files may be maintained by the building principals.
- C. A teacher may request a review of his/her file with the superintendent to determine if questionable material should be removed from the file. Any material so removed or any reference to such material shall be destroyed. However, the decision to remove any material shall be made by the superintendent. Written disciplinary action shall be considered permanent parts of the teacher's personnel file and may not be removed. This provision is subject to the restrictions of ORS 342.850.
- D. Copies of material in the personnel file will be duplicated for the teacher and mailed to designated sources at the expense of the requesting teacher.
- E. No evaluation, disciplinary action (i.e., warning, reprimand, or suspension), or parental comment(s) will be placed in a teacher's personnel file until the teacher has been provided a copy. The teacher shall have the right to attach a statement to any material placed in the file.
- F. Material or evidence not previously recorded in the teacher's personnel file or not provided to the teacher will not be used by the District when considering demotion, discipline, or other involuntary change in employment status.

Article 31 ~ 403(b) Benefit

Effective July 1, 2005 employees may elect to participate in a joint employer/employee benefit program. The program requires employees to contribute funds to a 403(b) program. The District agrees to match the employee's contributions up to the maximum contributions outlined in the following:

- A. Employees who had a minimum of fifteen (15) years of experience in PERS effective July 1, 2004 will be eligible to receive a \$90.00 per month District contribution into the employee's 403(b) account.
- B. Employees who had less than fifteen (15) years, but a minimum of ten (10) years of experience in PERS July 1, 2004 will be eligible to receive a \$60.00 per month District contribution into the employee's 403(b) account.
- C. Employees who had less than ten (10) years of experience in PERS/OPSRP July 1, 2004 will be eligible to receive a \$30.00 contribution into the employee's 403(b) account.
- D. Employees who are hired following July 1, 2004 will be eligible to receive a \$25.00 per month contribution into the employee's 403(b) account beginning the contract year following the completion of their probationary period.
- E. Employee 403(b) plans and District contributions will operate within the parameters of Section 403(b) of the Internal Revenue Service Code. The IRS rules and regulations governing 403(b) contributions will supersede any actual contractual obligations of the parties.
- F. In compliance with state law the District will continue to provide access to the District's insurance program until the employee is eligible for Medicare. In order for the employee to participate in the District insurance program he/she must pay the required premiums to the District.

Article 32 –Technology-based Alternative Instruction

In mutual recognition that Technology-Based Alternative Education programs can offer expanded educational opportunities to Reedsport's students, as well as our shared desire to facilitate the realization of such opportunities for these young people in a manner which is cost effective for the District's patrons, the parties do hereby agree as follows:

Nothing in the Agreement nor the labor relationship between the parties shall restrict the District's right to contract or subcontract out bargaining unit work and/or work being performed by members of the bargaining unit by means of "distance learning," web-based, intra-district cable, microwave or other similar audio-visual technologies.

No employee will be required to add an additional class/group of students off site from the employee's physical assignment unless or until an MOU is negotiated.

College enrichment Courses: The parties recognize the benefits in offering courses at the Reedsport Community Charter School provided by software programs, third-party curriculum providers or Southwestern Oregon Community College (SWOCC) under the following conditions:

1. Current courses and instructors will be used unless they do not meet SWOCC requirements.
2. Courses that require endorsement shall be taught by qualified District instructors unless none are available.
3. Upon request and approval, the District will reimburse employees for the costs associated with adding teaching endorsements in support of technology-based alternative education classes offered by the District. Additional work, outside of the contracted assignment, required for technology-based alternative education courses to meet State and federal academic credit content requirements will be compensated at the employee's hourly rate.

Article 33 – Signature Page

IN WITNESS WHEREOF, the Association has caused this Agreement to be signed by its president, and the Board has caused this Agreement to be signed by its chairman, attested by its clerk,

**ASSOCIATION OF REEDSPORT
EDUCATORS**

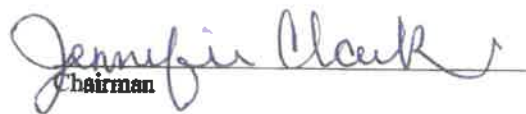
**REEDSPORT BOARD OF
EDUCATION**



President

7-12-18

Date



Chairman

7-13-18

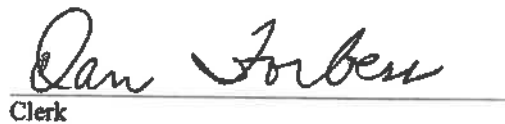
Date



Bargaining Chair

7/18/18

Date



Clerk

7/18/2018

Date

REEDSPORT SCHOOL DISTRICT
Appendix A-1 – Salary Schedule
2018-2019

Step	BA	BA+45	MA/BA+75	MA+30/BA+105
0	36,948	39,533	42,121	44,708
1	38,610	41,196	43,785	46,370
2	40,273	42,858	45,447	48,032
3	41,934	44,522	47,109	49,695
4	43,599	46,186	48,771	51,358
5	45,261	47,846	50,434	53,020
6	46,923	49,510	52,102	54,684
7	48,587	51,173	53,758	56,345
8	50,248	52,834	55,421	58,008
9		54,498	57,083	59,670
10		56,159	58,747	61,334
11		57,824	60,410	62,995
12		58,485	62,071	64,659

Based on 190 days.

REEDSPORT SCHOOL DISTRICT
Appendix A-2 – Salary Schedule
2019-2020

Step	BA	BA+45	MA/BA+75	MA+30/BA+105
0	\$37,779.00	\$40,423.00	\$43,006.00	\$45,714.00
1	\$39,479.00	\$42,122.00	\$44,770.00	\$47,413.00
2	\$41,296.00	\$44,135.00	\$46,470.00	\$49,111.00
3	\$42,878.00	\$45,523.00	\$48,168.00	\$50,813.00
4	\$44,579.00	\$47,225.00	\$49,868.00	\$52,393.00
5	\$46,280.00	\$48,923.00	\$51,568.00	\$54,213.00
6	\$47,979.00	\$50,623.00	\$53,273.00	\$55,914.00
7	\$49,680.00	\$52,324.00	\$54,999.00	\$57,613.00
8	\$51,378.00	\$54,023.00	\$56,668.00	\$59,314.00
9	\$51,378.00	\$55,724.00	\$58,367.00	\$61,012.00
10	\$51,378.00	\$57,423.00	\$60,068.00	\$62,722.00
11	\$51,378.00	\$59,125.00	\$61,768.00	\$64,413.00
12	\$51,378.00	\$60,824.00	\$63,468.00	\$66,113.00

Based on 190 days.

REEDSPORT SCHOOL DISTRICT
Appendix A-3 – Salary Schedule
2020-2021

Step	BA	BA+45	MA/BA+75	MA+30/BA+105
0	38,630	41,332	44,038	46,742
1	40,367	43,070	45,777	48,480
2	42,107	44,809	47,515	50,218
3	43,843	46,548	49,252	51,956
4	45,583	48,287	50,991	53,696
5	47,321	50,023	52,729	55,432
6	49,058	51,763	54,473	57,173
7	50,798	53,502	56,204	58,909
8	52,535	55,238	57,943	60,648
9		56,978	59,681	62,385
10		58,715	61,420	64,126
11		60,455	63,159	65,862
12		62,192	64,896	67,601

Based on 190 days.

REEDSPORT SCHOOL DISTRICT
Appendix B – Salary Schedule Index
2018-2021

	COLUMN			
	A	B	C	D
STEPS	B	B+45	MA B+75	MA+30 BA+105*
0	1.000	1.070	1.140	1.210
1	1.045	1.115	1.185	1.255
2	1.090	1.160	1.230	1.300
3	1.135	1.205	1.275	1.345
4	1.180	1.250	1.320	1.390
5	1.225	1.295	1.365	1.435
6	1.270	1.340	1.410	1.480
7	1.315	1.385	1.455	1.525
8	1.360	1.430	1.500	1.570
9		1.475	1.545	1.615
10		1.520	1.590	1.660
11		1.565	1.635	1.705
12		1.610	1.680	1.750

REEDSPORT SCHOOL DISTRICT
Appendix C
Insurance Plan costs based on 2017-18 Program Year Costs/Current Employee Selection

Tiered Rates	Count	Rate	Dogwood Monthly	Annual	Rate	Dental 6 Monthly	Annual	District Totals
Employee only	12	550.13	6,601.52	79,218.22	44.43	533.11	6,397.27	85,615.49
Emp. + spouse	24	1,210.29	29,047.03	348,564.38	87.96	2,111.00	25,332.05	373,896.43
Emp. + children	10	1,045.29	10,452.86	125,434.26	89.28	892.82	10,713.78	136,148.04
Family	36	1,705.47	61,397.03	736,764.34	136.38	4,909.84	58,918.10	795,682.44
Totals	95		107,498.43	1,289,981.20		8,446.77	101,361.20	1,391,342.40
							<i>Less Part-time W/F</i>	<u>40,500.00</u>
								1,350,842.40

Group HRA funding**** \$107,157.60

HRA Plan:

Employees are enrolled in MODA Dogwood Plan (or equivalent) with deductibles of \$1,600/person and out-of-pocket limits of \$6,850/person at no additional premium cost to employees. (no payroll deduction)

Through HRA, deductibles are reduced to \$650 per person up to a maximum of 3.

Through HRA the maximum out-of-pocket is reduced to \$4,000 per person up to a maximum of 3.

Employees where both spouses work in the District will receive one enrollment in MODA dogwood, but will have no out-of-pocket deductible for up to 3 people and a \$2,000 per person maximum out-of-pocket per person for up to 3 people maximum.

Employees would be enrolled in Premier Dental Plan 6 (or equivalent) at no additional premium cost to employee. (no payroll deduction)

Employees may purchase higher Dental Plans with difference between it and Plan 6 being paid by employee through payroll deduction on a pre-tax basis.

Employees are able to purchase vision coverage of their choice at employee's expense to be paid through payroll deduction on a pre-tax basis.

****These funds are set aside to pay for reimbursing employees for deductible and out-of-pocket amounts per the HRA plan based upon estimated utilization, as well as administration of the HRA plan. If claims exceed this amount, the District will increase funding to the HRA plan to ensure employees receive the benefits bargained.

The parties agree to maintain the insurance language record of Article 19 prior to the inception of the HRA in the 2018-2021 contract. Should the parties elect to discontinue the HRA or it become disallowed by the carrier or the legislature, the parties will return to the bargaining table. In the mean-time the base insurance cap paid by the District shall be the amount contributed per person at a composite rate to fund the HRA at the time it is ended.

REEDSPORT SCHOOL DISTRICT
Appendix D
Article 19 – 2016-18 Contract

- A. The District insurance program shall include the following programs:
1. Health/Hospitalization: Full-family coverage to be selected by the Insurance Committee.
 2. Dental: Full-family coverage to be selected by the Insurance Committee.
 3. Vision: Full-family coverage to be selected by the Insurance Committee.
 4. Life: Employee-only coverage to an amount not less than \$10,000 with AD&D provisions.
 5. Long-Term Disability (LTD):
Major Provisions include:
 - a. Eligible Employees: All full-time licensed employees working twenty (20) or more hours per week
 - b. Benefit Amount: 66 2/3% monthly earnings, not to exceed a \$5,000 maximum benefit
 - c. Benefit Period: To age 65 for injury or sickness if eligibility occurs before age 60
 - d. Elimination Period: 90 days for injury or sickness or end of sick leave, whichever is greater.
 - e. Employer Contribution: 100%
 - f. Cost-of-Living Adjustment (COLA)
- B. For the term of the contract, the District agrees to pay for each eligible full-time employee \$1145 toward the premium costs for the 2014-2015 insurance year and \$1175 for 2015-16 insurance year. Employees hired for less than full time after July 1, 2007 shall have insurance benefits pro-rated based on the percentage of contract. All employees hired prior to July 1, 2007 working less than full time shall maintain full insurance benefits.
1. Employees who work for the District and are also covered by insurance coverage of another employee who also works for the District will be eligible to receive only one District insurance contribution for both employees.
 - b. The amount that the District would have contributed toward the purchase of insurance premiums for the 2nd employee will be used by the District to cover additional expenses that the employee incurs as a result of only having single insurance coverage.
 - c. Qualifying additional expenses include reimbursement for the additional 20% costs of services and products or increased deductible that would have been covered by

having the dual insurance coverage. Employees can submit medical expenses for reimbursement on a quarterly basis.

- d. Should such elimination of dual coverage be eliminated by the carrier, the parties will return to the bargaining table on dual coverage.
 2. Any employee contribution toward insurance premium will occur on the employee's pre-tax salary.
 3. Employees who enroll in HSA (or another OEBB qualifying "High Deductible Plan") shall receive the difference between the District's maximum contribution and the premiums for their selected medical, dental and vision insurance in a Health Savings Account (HSA) on a monthly basis up to the maximum amounts allowable by law. Any dollars remaining of the difference in the CAP and HSA maximum shall be credited to the pool outline in Subsection 4 below.
 4. Effective with the 2010-2011 program year employees not covered by B-1 above who select an insurance package under the cap or who waive insurance shall have their insurance dollars under the cap put into a pool. Said pooled dollars will be divided evenly among unit members to reduce out-of-pocket of those selecting insurance over the cap amount. The total pool amount for the year shall be set upon the expiration of the fall open enrollment period.
- C. Should OEBB be dissolved and that results in a change in carriers that would impact an employee's right to choose his/her provider, the change requires Association approval. A joint insurance committee consisting of four (4) members of the bargaining unit, no more than four (4) administrators and four (4) members of the classified unit may be called to discuss insurance plan options for the following year.
- D. Teachers on unpaid leaves of absence shall be allowed to continue in any or all of the above insurance programs by paying the full premium costs, except while on OFLA/FMLA subject to the rules and regulations of the insurance carrier(s).

Article 20 – Professional Compensation

A. Salary Schedule

The Board and the Association agree on the attached salary schedules (Appendix A-1, A-2, and A-3), which is by this reference incorporated herein for the 2018-2019 and 2019-2020, 2020-2021 school years. (Two percent (2%), two and one quarter of one percent (2.25%) and two and one quarter percent (2.25%) percent each year respectively.)

All employees eligible shall receive a step increase. (Eligibility is defined as satisfactory teaching performance. Employees on a program of assistance will not be eligible for step while on a plan. Once a plan is successfully completed, the individual will be granted step.)

B. Method of Salary Payment

1. Paydays shall be the 28th of each month or the last week day closest to it of each calendar month August through June. Employees shall be paid in twelve (12) equal payments, shall receive the June and July checks in one lump sum on June 28th.
2. Each teacher may request one (1) emergency draw of up to one half (1/2) their regular payroll in the event of a financial emergency. A written request must be filed with the Superintendent to receive a draw. The check will be cut as soon as the District staff is able to do so.
3. After a written contract is provided by the District to the employee at the beginning of each school year, or prior to the start of a mid-year assignment, full-year extra-duty assignments contracts under Article 7 will be paid in equal installments during the school year. Partial year assignments will be paid during the term of that assignment in two (2) equal installments. The payment of the final installment is contingent upon completion of the required obligations of the particular assignment.

To receive payment for extracurricular assignments, under Article 8, a teacher must turn in a properly completed time sheet to the District office on or before the 15th of the month.

C. Credit for Former Experience in Accredited Schools

Teachers hired by the District will be given full credit for the first nine (9) years of teaching, but no fractional year's credit will be allowed. A maximum of nine (9) years of teaching experience will be allowed. Only prior experience in an accredited public or private school will be considered. The Board reserves the right to exceed the normal nine-year allowable experience limitation for teachers new to the District when, upon recommendation of the superintendent and because of extenuating circumstances, such action shall be deemed to be in the best interest of the District.

When a duly licensed teacher becomes a registered teacher, but maintains a regular teaching license simultaneously, that individual will be paid off the existing salary schedule.

Registered teachers without a teaching license, but holding BA/BS will be paid at ninety-seven percent (97%) of the base salary hourly rate per hour. All other registered teachers will be paid at \$22.00 per hour.

D. Credit Experience

By October 15 of each year, a record of credits earned is to be filed with the administrator. If a teacher files enough credits earned during the previous year to qualify for the next educational level that year, a new contract is to be made on the basis of additional salary.

E. Credit for Service in the Armed Forces

Up to three (3) years of service in the armed forces will be counted as teaching experience; provided the veteran was teaching in the District immediately preceding his/her entry into the service, the veteran was involuntarily inducted into the armed services, and the veteran applied for teaching employment with the District within one (1) year after his/her honorable release from active duty.

F. Employees who work with student teacher, and the placement is agreed to by the administrator shall receive any stipend paid by the college or university by submitting an extra-duty timecard approved by the administrator. Teachers will be paid their hourly rate, payroll taxes/benefits will be calculated, and the total shall not exceed the total amount of the stipend. Any tuition credits provided by the college or university shall be offered first to the employee supervising the student teacher.

G. PERS Pick-Up

1. The District shall cease withholding from employees' monthly salaries the contributions required by law, and shall "pick-up," assume and pay a six percent (6%) employee contribution to the Public Employees Retirement and/or the OPSRP fund for the employee members then participating in the Public Employment Retirement and/or the OPSRP System. Such "pick-up" or payment of employee member monthly contributions to the system shall continue for the life of this Agreement.
2. The full amount of required employee contributions "picked-up" or paid by the District on behalf of employees pursuant to this Agreement shall be considered as "salary" within the meaning of law for the purposes of computing an employee member's "final average salary" within the meaning of law but shall not be considered as "salary" for the purposes of determining the amount of employee contributions required to be contributed pursuant to law. Such "picked-up" or paid employee contributions shall be credited to employee accounts pursuant to law and shall be considered to be employee contributions for the purposes of law.

H. When teachers agree to teach a class during their preparation time, they shall be paid for the additional period of teaching at their hourly rate.

