

***COLLECTIVE  
BARGAINING  
AGREEMENT***

***Between***

***SCHOOL BOARD of the  
RIVERDALE SCHOOL DISTRICT #51J***

***and***

***RIVERDALE TEACHERS ASSOCIATION***

***2022 -2025***

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## **PREAMBLE**

This Agreement is entered into between the School Board of the Riverdale School District, District 51 J, Portland, Multnomah County, Oregon, hereinafter referred to as the "Board" or "District", and the Riverdale Teachers Association, hereinafter referred to as the "Association."

The purpose of this Agreement is to set forth the full agreement between the parties concerning salaries, related economic benefits, and conditions of employment for member personnel for the period of time defined herein under Oregon law.

## ARTICLE 1

### RECOGNITION

#### A. Recognition of Exclusive Representative

The District recognizes the Association as the sole and exclusive representative with respect to salaries, related economic benefits, and conditions of employment for all regular licensed teaching personnel and employees required to possess an academic certificate, license, degree or the equivalent issued by the State of Oregon, an institution of higher education, or a professional society employed at least half time by the District, whether under contract or on leave for the school year. Temporary teachers employed by the District beyond sixty (60) working days within the school year in one position, shall also be considered members of the bargaining unit and covered by the articles of this agreement, but shall not be covered by Article 5, Section H.

Such representation shall exclude administrative, supervisory and confidential employees, substitute and per diem teachers, and any other person engaged at least fifty percent (50%) of the time in the direct administration and supervision of personnel. The Board agrees not to negotiate with or recognize any teachers' organization, or individual, other than the designated Association representative.

#### B. Definitions

For this Agreement, the following definitions apply unless otherwise indicated:

1. Member: An employee holding a teaching credential or other appropriate license as described in section A above.
2. Licensed Probationary Members: An employee who has not completed the three-year probationary period. The Superintendent may enter into agreements that provide for a shorter probationary period of not less than one year for teachers who have satisfied the three-year probationary period in another Oregon school district.
3. Licensed Contract Member: An employee who has been regularly employed by the school district for a probationary period and who has been retained for the next succeeding year.
4. Temporary: An employee who is employed to fill a position designated as temporary or to fill a vacancy that occurs after the opening of school because of unanticipated enrollment or because of the death, disability, retirement, resignation, contract non-extension or dismissal of a contract or probationary teacher.
5. Reemployed retirees who had previously worked for the District and work up to 1,039 hours are excluded from the following articles: Article 17, "Reduction in Force", if a reduction in force should occur, Article 5, "Assignments", Article 6 "Evaluations, and Article 11 "Paid Leaves of Absence."

**ARTICLE 2**  
**MEMBER RIGHTS**

**A. Representation**

A member shall be entitled to have present a representative of the Association during any meeting which is related to performance or which might reasonably be expected to lead to disciplinary action.

**B. Member Representation**

1. Members shall have the right to organize, join, and assist the Association, and to participate in professional negotiations with the Board through representatives of their own choosing. No member shall suffer any negative repercussions for participation in protected union activity. No member shall be prevented from wearing pins or other identification of membership in the Association or its affiliates.
2. Released time for meetings - Whenever a member is required to participate during working hours in negotiations with the Board, or in grievance proceedings, the member will suffer no loss in pay.
3. Members have the right to join the Association, but membership in the Association will not be required as a condition of employment.
4. A member is entitled to have a representative of the Association present at any meeting between the member and the Administrator, or at any meeting where the member is required to appear before the District School Board.
5. Members shall be entitled to receive public information from the District necessary for the Association to carry out its bargaining responsibility, if such information is not exempt from public disclosure under ORS Chapter 192.
6. Members shall determine student grades and evaluations, and neither shall be changed without consultation with the member. When a teacher has left the District and cannot be contacted, the grade may be changed by the administration without consultation. In such circumstances, if a grade or evaluation is changed by the District, it will be fully responsible for such change.
7. No member in the bargaining unit shall be disciplined, reprimanded, dismissed or reduced in basic salary without just cause. All information forming the basis for disciplinary action will be made available to the member and the Association at the member's request. Any violation of this provision may be used as a basis for a grievance.
8. No member in the bargaining unit shall be dismissed or removed from employment without due process. Due process, for the purpose of this section, is defined as:

- a. Upon written request, the member will be given the reason and given the information forming the basis for such action prior to any formal action.
- b. The member will have an opportunity to respond to the charge.
- c. The member will have an opportunity to discuss the matter with his/her supervisor.

C. Association Rights

- 1. The Association may have access to the school buildings for its purposes, providing there is no interference with any school program, community use, or prior commitment of the building requested. Prior to such use, the Association shall obtain the approval of the Superintendent.
- 2. The Association may use school equipment such as computers, duplicating equipment, calculating machines, and audio-visual equipment when such equipment is not otherwise in use. The Association may use the network system and e-mail for communication purposes but realizes that the District cannot guarantee confidentiality of information and that the e-mail system is District property. The District can and will monitor its use when necessary. The Association agrees to pay the reasonable cost of materials, supplies, and repairs incidental to, and resulting from such use.
- 3. Upon request, the Association representative shall be allowed to make brief announcements at any faculty or other professional meeting.
- 4. The Association shall be given time on the School Board agenda if requested in writing ten (10) working days prior to the Board meeting.
- 1. During District orientation for new bargaining unit members, the Association will be granted 60 minutes of the workday to conduct Association business and orientation. For anyone hired after the District orientation day, the District will notify the Association of the hire within ten (10) calendar days and provide 60 minutes within the member's workday for the Association to provide orientation. This orientation will occur within 30 calendar days of the new hire. The District will provide a substitute for the newly hired professional educator and Association designee to meet for orientation, if a substitute is necessary.

Upon request, the Superintendent may choose to grant 60 minutes of time to be timesheeted at the member's hourly rate by both the new hire and the Association representative, in order for the Association to provide orientation outside of the regular workday.

- 6. Meeting with current professional educators: An Association representative shall have the right to meet with current professional educators during the regular work

hours at the educators' worksite in order to address grievances, complaints, and matters related to employment relations.

7. Right to Hold Union Meetings: An Association representative shall have the right to conduct meetings at the school sites before or after regular work hours, during meal periods, and during any other break periods. The Association shall have the right to select the time and place of meetings, provided that the meetings do not interfere with employer operations. The Association shall have the right to conduct meetings without undue interference. No fee shall be charged for using worksites for meetings.

#### D. Video Surveillance

The primary purpose of video surveillance performed by the District is to ensure the health, welfare and safety of all employees, students and visitors to district property, and to safeguard District facilities and equipment.

1. Video cameras may be used in common areas as deemed appropriate by the superintendent. Such equipment shall not be used in classrooms, private offices or in any other employment setting without prior notice regarding purpose and use.
2. The District shall notify all bargaining unit members that surveillance done by video may occur on District property before such surveillance is initiated.
3. Information derived from this surveillance shall not be used in any way in the performance evaluation of bargaining unit members.

#### E. Non-Discrimination

The District agrees to promote anti-discrimination and an environment free of harassment based on an individual's race, color, religion, sex, sexual orientation, gender identity/gender presentation, national origin, citizenship, pregnancy or maternity, veteran status, disability, marital status, or age or any other status protected by applicable federal, state or local law.

#### F. SAFETY

The District and the Association agree to work together to promote safe working conditions. The District will provide a safe and healthful working environment for all employees by complying with state and federal laws and regulations including legally required safety trainings. Members are to report any potential health or safety problems to the principal/supervisor. If environmental quality problems have been reported by staff in a building, the staff will receive copies of any study commissioned by the District within two weeks of the receipt of such information by the District.

**ARTICLE 3**  
**MANAGEMENT RIGHTS**

The Board, on its own behalf and that of the electors of Riverdale School District 51 J, hereby retains and reserves unto itself all powers, rights and authority, duties and responsibilities conferred upon and vested in it by the Constitution and laws of the State of Oregon. The Board has and will continue to retain the right and responsibility to operate and manage the District and its programs, facilities, properties, and its employees, except as limited by this Agreement and applicable State law.



**ARTICLE 4**  
**CALENDAR AND WORKDAYS**

**A. Calendar**

1. The school work year for members of the bargaining unit shall not exceed 192 days. Should weather-related or other emergencies cause the Superintendent to close school, bargaining unit members shall be paid as if school had been in session. Should State law or District policy require any of these school days be "made up," however, members shall be expected to report on make-up days without additional pay. Three (3) "make up" days will be scheduled into the calendar when it is initially developed for the upcoming school year. Should State law or District policy require more than three days to be "made up," then the District and Association will work together to determine when the additional make-up days are scheduled.
2. There will be six (6) paid holidays: Labor Day, Veterans Day, Thanksgiving Day, New Year's Day, Presidents' Day and Memorial Day.
3. There will be the equivalent of eight and one-half (8½) paid member work days without students. The member work days shall be as follows:
  - a. Three (3) days at the beginning of the school year—one and one-half (1½) of those days member-directed.
  - b. One and one-half (1½) days during the first trimester—member-directed.
  - c. One and one-half (1½) days during the second trimester—member-directed.
  - d. One-half (1/2) day during the third trimester—member-directed.
  - e. Two (2) days at the end of the school year—member-directed.
  - f. Teachers new to the district shall have one (1) additional contract day before the first day of inservice. This day shall be paid at the teacher's daily rate. The majority of the day shall be reserved for the teacher to prepare for the start of school.
4. There will be the equivalent of two (2) contract days for parent conferences, to be held in the fall and spring for the Grade school, and fall, winter and spring for the High school, as determined by the agreed upon schedule.
5. As long as the Riverdale School Board continues to authorize one day per week early release or late start days, they will be used in the following manner:
  - a. Two (2) early release/late start days per month will be member-directed for planning and preparation.
  - b. Two (2) of the early release/late start days per month will be District-directed.

- c. If there are five (5) early release/late start days in a month, the fifth (5<sup>th</sup>) early release day shall be a District wide professional development day facilitated by CES teams.
  - d. The District may request that part-time members participate in early release/late start activities during their non-scheduled hours. Part-time members who do so will be compensated at their hourly compensation rate.
- 6. School schedules shall be developed by site administrators with input from the affected teaching staff.
- 7. The Association shall have a representative on the District calendar committee.

B. Work Day

A member workday shall typically not be longer than eight (8) hours inclusive of a thirty (30) consecutive minute, duty-free lunch.

All members shall have a flexible workday provided they are available fifteen (15) minutes before their first scheduled assignment starts and fifteen (15) minutes after their last scheduled assignment, and provided they attend inservice sessions, staff meetings, scheduled meetings, meetings pertaining to student needs and are available for required duties. Members shall submit their anticipated schedule for the year to their principal at the beginning of each year. Changes or modifications may be made with notice to the principal.

C. Preparation Periods

- 1. During a typical student contact day, members shall be entitled to a total of one (1) teaching period of 45 consecutive minutes of uninterrupted duty-free preparation time per day. Members shall not be asked or required to attend meetings or trainings during their scheduled preparation time. Members working less than full time shall have a prorated amount of preparation time. Principals may work with part time members to modify individual schedules to provide flexibility while meeting contractual language.
- 2. Preparation and/or lunchtime shall not be used for travel time between work sites for the members who are assigned to more than one (1) work site.

D. Extended Classroom Activities

- 1. Curriculum development, improvement and coordination at Riverdale is an ongoing responsibility of the staff. The Superintendent may require that one or more members work on specific curriculum projects for up to one week during the summer, provided that funds are made available for such employment in the District's budget for the school year. Release time during the school year for purposes of curriculum development, improvement and coordination will be

provided when deemed necessary by the Superintendent.

2. If a member is contracted to work on curriculum development or improvement beyond his/her normal responsibilities during the summer months, members shall receive his/her hourly rate of pay.
3. Members who participate in District requested extended curricular activities involving an overnight trip that includes student supervision responsibilities shall receive additional compensation. Each night of the trip earns one half (0.5) "experience credit," and, up to three experience credits may be earned per year. The following table shows the rates of pay per night based on cumulative experience credits earned. All percentages are calculated using the following formula, with base meaning BA Step 1:  

0.5 % of base =	Less than 5 experience credits
0.6% of base =	5 - 9.5 experience credits
0.7% of base =	10 or more experience credits
4. A member may elect not to participate in a scheduled overnight field studies program due to childcare, health or other family issues. The member assigned to field studies must provide the District thirty (30) calendar days notice prior to the trip if they elect not to participate. The District shall provide a thirty (30) calendar day notice when a member will be unassigned to field studies.
5. The Superintendent may require that during the time of such program such member perform other duties not requiring overnight stays as assigned by the Principal. The District shall make a good faith effort to reassign a member if an overnight stay is not possible. If the Principal does not assign any other duties to such member during the time of such program, or if the member is unable to attend either assignment, then the time shall be treated as an unpaid leave of absence. A member's decision not to participate in an overnight field studies shall not be used in any evaluation of that member's performance.
6. Members performing the extra-duty activities described in Appendix A shall be paid as set forth in Appendix A.
7. The District may require members to attend one (1) school event, outside of the regular teaching day only during second and third trimesters, without compensation. This excludes back-to-school night, open house, and scheduled evening parent conferences. None of these events shall require weekend attendance. If a grade school member is required to attend the winter or spring concert(s), an Association representative shall meet with the school principal to schedule which district-directed Wednesday early release time(s) shall be converted to flex time as compensation. Event shall not exceed 3 hours which includes any before or after event responsibilities. If an emergency or unexpected circumstance occurs that prevents a member's attendance, an appeal for a waiver may be requested from the Superintendent or principal. Other activities that are scheduled outside the school day, and are not part of a teacher's extra-duty assignment, shall be voluntary.

8. If a member does not stay overnight, but is District-directed to remain on site beyond the normal work day, or must leave due to an emergency, he/she will be compensated at twenty-five (\$25) per hour beyond their paid regular eight (8) hour contractual work day.

E. Conferences with Parents

Each building site will develop its own model for conferences. All models will provide members with fifteen (15) minute rest breaks every two (2) hours and thirty (30) minute meal breaks. The combination of regular workday time and conference time shall not exceed twelve (12) hours per day and forty (40) hours per week.

F. Required Meetings

The District will attempt to schedule all special education related meetings during the work day. In the event that a meeting runs beyond the regular eight (8)-hour day, staff will be paid at their hourly rate for time beyond the work day.

G. Reimbursement for Travel Expenses

1. Members who drive their personal automobiles in the course of their work, with the prior approval of the Principal, shall receive mileage reimbursement equal to the rate paid employees of the State of Oregon. Meals will be reimbursed up to fifty dollars (\$50) per day.
2. Members who travel for reasons outside of the scope of their normal teaching responsibilities, and with prior approval of their principal, shall receive a reimbursement equal to the cap that has been established by the District for those given expenses (i.e. meal per diem). In the event there is no cap on the expense, a reimbursement will be provided for the actual expense (e.g., public transportation, airline tickets, etc).

H. Required Trainings

The District shall provide reimbursement for class fees and materials associated with classes such as First Aid/CPR/Epipen that it requires a member to take. Mandatory online trainings shall be on District time and within the 8 hour workday.

**ARTICLE 5**  
**TEACHING ASSIGNMENTS, TRANSFERS AND VACANCIES**

**A. Definitions**

1. Vacant Position: An existing position which has been vacated through resignation, retirement or termination, and will be continued.
2. New Position: A position that was not staffed in the prior school year or is a newly created position and is .5 or more. A new position is determined after any existing staff have accepted a voluntary transfer.

**B. Process**

**1. Voluntary Transfer**

Upon the receipt of a resignation or identification of a new position, said position will be posted in each buildings staff room for 5 work days and will be emailed to staff. If a member desire a change in assignment they may request a change in assignment with the building principal. If two (2) or more members request the same position, the principal will conduct interviews.

**2. Posting of Positions**

Following the five (5) work day opportunity for existing members to request a change of assignment, positions will be posted in each staff room and opened to the public. Any members applying at this point will be guaranteed an interview but will not be automatically placed in the position.

Temporary employees given a regular position will participate in the process outlined in B1. All other temporary employees shall be included in the process outlined in B2.

**C. Notice of Assignments**

An assignment shall refer to the bargaining unit position in which an employee is placed. All members shall be given tentative written notice of their class and subject assignments for the next school year not later than May 15, whenever possible. These are subject to change depending upon enrollment. Should a member leave or be added to the faculty or enrollment at any level significantly changes after May 15 and assignments require adjustment as a result, the Principal will seek to inform those members affected at the earliest practical opportunity.

**C. Job-Sharing**

The District may, but shall not be required to, permit two members to share a single teaching assignment upon approval of the Board. Shared teaching assignments will be

reviewed at the end of each year, and any renewal of the shared teaching assignment for the subsequent year must be approved by the Board. The Principal shall be responsible for approving daily and weekly work schedules for shared teaching assignments.

D. Voluntary Transfer

1. a. Members who desire a change in grade, subject assignment, transfer to another department or to a new position for the next school year must file a written statement requesting such a change with the Principal not later than April 15.
- b. Not later than May 15, the Principal shall notify any member requesting such a change of the decision of the District.
- c. If a member's request for a voluntary transfer has been denied, the member shall, upon request, receive a written explanation of the reasons for denial from the Principal.
2. Any member with a specific interest in a potential vacancy arising during the summer months must notify the Principal of the member's interest, in writing, during the last regular week of school, and include a summer address.

E. Involuntary Transfers

In the event the Principal determines that an involuntary transfer of a member is necessary in order to adequately implement the educational program of the school, the Principal shall notify in writing the affected member of the reasons for such transfer.

F. Recruitment and Selection of Members

The Board has the responsibility for the employment of members. Staff members will be encouraged to participate on hiring committees for new employees when appropriate.

G. Temporary Employment

Any personnel hired to fill a vacancy created by leave of absence will be informed by the District that the term of employment is for the period of said leave of absence, and is not permanent.

H. Room and Building Changes

Any member directed by the District to change rooms will receive physical assistance for moving.

Any member directed by the District to change rooms will be provided one (1) day of paid time to pack and unpack.

## I. Covering Classes

In order to manage the substitute shortage, the following provisions will be in place: When a member covers another member's class period in place of a substitute, they will be paid \$40. Members supervising another member's class for the day when a substitute is not available will receive the entire sub pay. If more than one (1) member shares supervisory duties when a substitute is not available, the substitute pay will be split among the members supervising. Covering classes is voluntary.

**ARTICLE 6**  
**EVALUATION**

**A. Evaluation**

1. The primary purpose of evaluation shall be to aid the member in making continued professional growth and to determine the member performance based on established roles and responsibilities. To that end, the District and Association agree to promote the implementation of the District adopted evaluation plan.
2. During the members' contract year, they will be evaluated with Agreed upon Professional Growth and Performance Evaluation Manual. The manual is hereby incorporated into the agreement.
3. Evaluations shall also be conducted in accordance with the procedures set out in the Evaluation Manual and the CBA.
4. Mini Observations must be a minimum of 10 mins in length and not include passing periods.

**B. Program of Assistance**

1. Where deficiencies are noted in the formal evaluation process, a member may be placed on a program of assistance.
2. A member who is to be placed on a program of assistance for improvement will be notified, in writing, in advance, with a draft to the Association with the member's approval. The member will be given an opportunity to meet with the administrator(s) responsible for administering the program, to discuss the program, seek clarification and propose changes. The member may have representation which can be an Association representation in this meeting or any other meeting designated to discuss plan changes or a member's progress on the plan.
3. The program of assistance must include the following:
  - a. The deficiencies in the member's conduct or performance;
  - b. The expectations and corrective action steps the member may pursue to overcome or correct the deficiencies;
  - c. Any assistance to be provided by the District;
  - d. A timeline for improvement which includes a schedule of conference(s) to review progress;
  - e. The assessment criteria and techniques by which the District will measure whether the member has met performance standards.



## Peer Assistance

- a. The District will offer peer assistance to any member who is placed on a program of assistance for performance reasons. The District may also offer peer assistance under any other circumstances it deems appropriate.
- b. Participation in peer assistance is voluntary. Both the member offered assistance and the person asked to provide assistance may refuse to participate.
- c. The District will provide additional, reasonable release time for peer assistance.
- d. No witness or document relating to, or arising from, peer assistance will be used for any purpose, unless the member receiving assistance specifically authorizes its use.

## C. Evaluation Committee

The parties agree to reconvene the joint RTA and RSD evaluation committee during the 2016-2017 school year to incorporate changes necessary as a result of changes in federal statute and state laws or rules. Thereafter, the committee will convene annually to review the process, incorporate required changes, or improve the system.

**ARTICLE 7**  
**PERSONNEL FILES**

**A. File Maintenance**

The District shall maintain personnel files for each member. This file shall contain materials relevant to the member's employment and shall be the sole repository of such material use.

The personnel file of a member will be opened for inspection in accordance with ORS 342.850(8). The personnel file shall contain all materials relative to the member's employment and shall be the sole repository for such materials, except such materials as may be contained in the grievance file pursuant to Article 9 hereof. Any materials including, but not limited to, reprimands and charges will be shown to the member before being placed in the personnel file. A member shall acknowledge that he/she has had the opportunity to review such material by affixing his/her signature to the copy to be filed, it being understood and agreed that such signature only indicates that the member has had an opportunity to review such material and does not indicate agreement with the contents thereof. If a member should refuse to sign the copy to be filed, it may nevertheless be filed in the personnel file of the member with a notation that the member was given an opportunity to review such material. A member shall have the right to submit a written rebuttal to any material filed in that member's personnel file, and such rebuttal shall be attached to such material.

**B. Confidentiality**

All member personnel records shall be treated according to ORS 342.850(8) and ORS 339.388 and school board policy. The District shall provide the same confidentiality of current or future electronic filing systems that it provides for personnel files.

**C. Working Files**

Notwithstanding the provisions of Article 7A, the administrators may maintain working files relating to a member containing such information relating to the member's employment as the administrator deems appropriate. Working files are personal files of the administrator maintained for the purpose of facilitating the performance by the administrator of his/her duties and are not District files. Materials in working files may not be used against the employee until and unless such materials are transferred to the personnel file within two (2) years after the event to which they relate.

**D. Termination of Employment**

1. Termination of any member's employment will be in accordance with The Accountability of Schools for the 21<sup>st</sup> Century Law, ORS 342.805 to ORS 342.937.
2. The written evaluation of a member whose employment has been non-extended

shall be provided prior to notification of non-extension. Should any additional documents be placed in the member's file after the termination of his or her employment, he or she will be notified, in writing, by certified mail, sent to the last known address within five (5) business days of material placement. He or she will have an opportunity to review such material by affixing his/her signature to the copy to be filed, it being understood and agreed that such signature only indicates that the member has had an opportunity to review such material and does not indicate agreement with the contents thereof. A member shall have the right to submit a written rebuttal to any material filed in that member's personnel file, and such rebuttal shall be attached to such material.

3. Members agree to notify the Board by June 1 if they intend to leave the District before the start of the next school year. Provided that this notice is given, the District will continue to provide health insurance coverage through August 30 following the notice of intent to leave. Other benefits will continue to be provided through the term of the member's contract.

## ARTICLE 8

### COMPLAINT PROCEDURE

#### A. Definition

A complaint is a formal allegation submitted in writing against a member. Complaints will be received without risk of student retribution.

#### B. Complaint Procedure

##### 1. Procedure

- a. A member shall be informed within four (4) working days after receipt of any complaint which is made to the administration by a parent, student, or other person, the substance of which may be used in evaluation of an employee or may be placed in the employee's personnel file. The parties will encourage informal resolutions whenever possible.
- b. Within ten (10) working days of receipt of the complaint, the administrator and the member shall meet to discuss the complaint. If requested by the member, the administrator shall attempt to arrange a meeting among the member, a representative(s) of the member's choice (if the member so chooses), the complainant(s), and the administrator. The purpose of the meeting shall be to discuss the nature of the complaint.
- c. A member may inquire of the administrator as to whether or not any complaints without merit relative to that member have been received and, if so, may learn of the nature of the complaints.

##### 2. Disposition

- a. Any complaint the administrator chooses not to discuss with the member within the provisions of B1 shall be considered void and shall not be considered in actions by the District.
- b. A complaint may be deemed without merit by the administrator at any point in this procedure.
- c. If a complaint has been substantiated and a record is to be placed in the employee's personnel file, the record shall include at least the following information: name of the employee against whom the complaint is made; the date and nature of the complaint; the name of the complainant(s); and the disposition of the complaint. The member may submit a written statement of disagreement which will be attached to the record.

**ARTICLE 9**  
**GRIEVANCE PROCEDURE**

- A. For the purpose of this agreement, a grievance is defined as a difference of opinion regarding the meaning or interpretation of this agreement by a member(s) or the Riverdale Teachers Association.
- B. Every effort shall be made to settle grievances at the lowest possible level of the grievance procedure.
- C. Grievances shall be processed in the following manner and within the stated time limits:

- 1. Level 1: Principal

The grievant will first discuss the concern with the immediate supervisor within ten (10) working days of the member's knowledge of the concern.

- 2. Level 2: Superintendent

If the grievance is not resolved informally within ten (10) working days after the initial Level 1 discussion, it shall be reduced to writing by the member or Association and submitted to the Superintendent. The written grievance shall give a clear and concise statement of the alleged grievance including the facts upon which the grievance is based, the issues involved, the agreement provisions involved, and the relief sought. All parties in this grievance shall then meet with the Superintendent within ten (10) working days after the submission of the written grievance to discuss the grievance openly. Within ten (10) working days after the said meeting, the Superintendent shall provide to the member, with a copy to the Association, their joint written decision.

- 3. Level 3: Appeal to Board

If the grievance is not resolved to the satisfaction of the aggrieved member after Levels 1 and 2, a written appeal in the same form as provided in Level 2 may be made directly to the School Board for consideration and action. Such an appeal must be made in writing within ten (10) working days of the receipt of the joint decision under Level 2. The appeal shall be heard by the Board no later than its next regularly scheduled Board meeting and the Board's written decision on the grievance shall be provided to the member, with a copy to the Association, no later than ten (10) working days after said meeting.

- 4. Level 4: Arbitration

If the grievant is not satisfied after Level 3, written notice of a request for arbitration may be made by the Association to the Superintendent within ten (10) working days of the receipt of the written decision of the School Board. When the request has

been made for arbitration, the parties, or their designated representatives, shall select the arbitrator from a list of arbitrators provided by the Oregon Employment Relations Board. The arbitration shall be conducted in accordance with the Voluntary Labor Arbitration Rules of the American Arbitration Association. The arbitrator shall schedule a hearing on the grievance and, after hearing such evidence as the parties desire to present, render a written decision. The arbitrator shall be without authority to add to, delete from, or otherwise modify this Agreement. A decision of the arbitrator shall, within the scope of the arbitrator's authority, be final and binding upon the parties. The costs for the services of the arbitrator shall be borne equally by the Board and Association. All other costs shall be borne by the party incurring them. If the aggrieved member is not represented by the Association at the request of the member, the member shall bear these costs which would otherwise have been borne by the Association.

D. Rights of Representation

Any aggrieved member may be represented at any stage of the grievance procedure by an Association representative. Authorized representatives of the Association shall have the right to be present and participate in all stages of the grievance procedure. No reprisals of any kind shall be inflicted by the Board against any party or participant in a grievance procedure by reason of such participation.

E. Miscellaneous

1. Separate grievance file

All documents dealing with a grievance procedure shall be separately filed and shall not be placed in the personnel file of any participant. Any party or participant in a grievance procedure shall have access to the grievance file at any time.

2. Meetings and hearings

Unless otherwise required by law, all meetings and hearings under this grievance procedure shall be conducted in private, or in executive session, and only parties to the grievance, participants in the grievance, witnesses, and designated or selected representatives shall be present.

## ARTICLE 10

### SICK LEAVE

- A. Members who are absent because of personal or immediate family illness or injury shall receive compensation on account of sickness during such absence in accordance with the provisions contained in this Article. Immediate family shall include the member's spouse, child, son-in-law, daughter-in-law, parent, father-in-law, mother-in-law, brother, sister, brother-in-law, sister-in-law, grandparents, grandchildren, domestic partners, or a person for whom the member has caretaking responsibilities.
  - 1. All members shall be granted ten days' sick leave during each school year. Members who begin service after the start of the school year will be entitled to one day of sick leave for each month remaining in the school year.
  - 2. A member's unused sick leave shall accumulate from year to year for the period of time the member is employed in the District.
  - 3. Regular part time members will be entitled to sick leave in the ratio that their service bears to full-time service.
  - 4. Unused sick leave accumulated by a member in another district which most recently employed the member shall be recognized by this District up to a maximum of seventy-five (75) days, as provided in ORS 332.507, provided that such a recognition and transfer of unused sick leave credit shall not be effective until the member has completed thirty (30) days of actually working in this District.
  - 5. Members may use all of their accumulated sick leave as provided for by FMLA/OFLA. The order of the accumulated leave to be used is at the discretion of the employee and communicated to the District prior to the leave whenever possible.
  - 6. The District will also comply with SB454 as it relates to allowable uses of sick leave not covered in FMLA, OFLA and the CBA and related benefits. (See Appendix C Sick Time.)
- B. A pregnant member will be granted any accumulated sick leave for a period of pre-delivery or post-delivery hospitalization or home leave that the member's physician determines to be medically necessary through written verification.
- C. Members who are absent due to a compensable injury as defined in Oregon's Worker's Compensation Law, shall continue to receive sick leave pay as provided in paragraph A of this section, but such payments shall be reduced by amounts equal to the benefits received by the individual under the Worker's Compensation Law in accordance with the formula set forth in ORS 656.240. As an alternative, the member may elect that such an absence not be charged against the member's sick leave days, and the member will not receive sick leave pay during such absence.

**ARTICLE 11**  
**PAID LEAVES OF ABSENCE**

Paid leaves of absence are available under this article to members who work .5 FTE or more.

**A. Personal Leave**

Regular part time members, including job shares, will be entitled to personal leave in the ratio that their service bears to full-time service. Members shall be entitled to leave to attend to personal matters which require absence during school hours, up to a maximum of four (4) days (32 hours for full-time teachers) of leave per year. Notice to the Principal shall be made at least one day before taking such leave except in the case of emergencies. The notice need not state the reason for taking such leave other than it is taken under this section. Leaves taken before or after holidays or vacations shall be taken with ten (10) day prior approval from the Administration.

At the end of each school year staff members will be paid \$100 for each unused Personal leave day as of June 1<sup>st</sup>, unless designated to be used by the employee.

**B. Legal Leave**

During the school year, a member shall be entitled to a total of fifteen (15) non-accumulative days of absence with full pay for appearances in any legal proceeding connected with the member's employment or with the school district. This does not, however, apply to any suit wherein the member is the complainant against the District. This leave may be extended at the discretion of the Superintendent. Personal leave shall be used where the member is involved in personal litigation. If the member is not required to be in court or on jury duty for the entire school day, the member must whenever practical report at the school for planning, work in the classroom, or other duties as may be assigned by the Superintendent. Any witness fees received by the member shall be paid to the District, unless the testimony occurs during a period for which the member receives no pay from the District. Any reimbursed expenses, such as for mileage, may be retained by the member.

**C. Jury Duty**

If a member is summoned to serve on a jury, the employer shall grant the member permission to serve, without loss of regular salary, provided that if the member receives fee for these services, the fee shall be submitted to the District business office. The member shall retain all monies collected for mileage and expenses while on jury duty.

**D. Association Leave**

The Association may take a total of fourteen (14) days of Association leave which shall be used at the Association President's discretion. The Association shall reimburse the District for any such Association leave at substitute wage rates.



#### D. Bereavement

1. The member of the bargaining unit who is absent because of death in his/her immediate family or household shall be permitted an absence of up to five (5) days with pay per occurrence.
2. "Immediate Family" (to include in-law and step-relatives) shall be interpreted to mean spouse, children, parents, grandparents, siblings, or grandchildren. It shall also include any other persons who are members of the member's household or who are dependent upon the member for a major portion of their support.
3. In addition to the benefits provided in the Article, employees shall be permitted to substitute any accrued paid time off available to them to substitute for unpaid leave provided by OFLA for the purpose. The decision whether to substitute accrued paid and the order in which leave shall be used will be at the employee's discretion.

#### E. Domestic Violence Leave

Leave shall be granted, according to OR 659A.272 (Oregon Protections Because of Domestic Violence, Harassment, Sexual Assault or Stalking) and other applicable state law, to an employee to address domestic violence, sexual assault or stalking of themselves or a minor child or dependent.

**ARTICLE 12**  
**UNPAID LEAVES OF ABSENCE**

**A. Types of Leave**

Unpaid leaves of absence may be granted for the following purposes:

1. Leave of Absence – A leave of absence without pay may be granted at the discretion of the School Board to a member after teaching half-time or more in the District for three (3) years following initial employment, or following a prior leave. Application must be made in writing to the School Board no later than sixty (60) days before commencement of the intended leave. The leave may be granted for a period of one (1) month to one (1) year. Upon expiration of the leave, the member shall be reinstated to a position for which the member is qualified. Experience credit for salary purposes will not accrue during the leave period. If the member on leave is participating in an exchange or teaching program involving the same FTE as the member's normal assignment, upon return from such leave, the member shall be placed at the same position on the salary schedule as if the member had taught in the District during such period. Additionally, sick leave will not accrue during any time a member is on an unpaid leave.
2. Professional Development Leave – A leave of absence without pay may be granted to a member at the discretion of the Superintendent for professional development purposes. The leave may be granted for a period of up to one (1) year. The leave can be extended for an additional year by mutual consent. Upon expiration of the leave, the member shall be reinstated to the member's previous position. Experience credit for salary purposes may accrue during the leave period, as determined by the Superintendent on a case-by-case basis.
3. Military Leave – A military leave of absence shall be granted to any member in accordance with state and federal law. Experience credit for salary purposes will not accrue during the leave period.
4. Parental Leave – Parental leave without pay is leave that the employee seeks to utilize after childbirth or the adoption of a child. Request for this leave shall be made as early as possible during the pregnancy or adoption process and, in any event, at least thirty (30) days prior to the date the leave is expected to begin, and shall specify the amount of leave requested. In the event exigencies beyond the member's control prevent the member from giving at least thirty (30) days' notice, the District may delay commencement of the leave for up to three (3) weeks where educational continuity so requires, but, in the case of birth, not beyond the date of birth of the child. The maximum length of any parental leave shall be twelve (12) calendar months from the date of leave. A member who has applied to adopt a child shall advise the Superintendent upon applying, and again immediately upon advice that a child has become available. A member may use unused accumulated sick leave or crisis or personal paid leave days during the parental leave. No

experience credit for salary purposes shall accrue during the leave. Upon expiration of the leave period, the member shall be reinstated to a position for which the member is qualified or as otherwise required by applicable law. Subject to the foregoing reinstatement provisions, in the event of the loss of the child during parental leave, the member may return immediately. The District may require that the expiration of the parental leave, including any expiration due to the loss of the child, coincide with the natural breaks in the school calendar so that educational continuity is maintained.

5. Family and Medical Leave (FMLA/OFLA)

- a. Family medical leave will comply with the federal and state Family Medical Leave Acts. Members are encouraged to contact Human Resources and/or the Association for information about family medical leave.
- b. A member is eligible for twelve (12) work weeks of family medical leave during a 12-month period. The 12-month period will be from July 1 to June 30.
- c. A member may be required to provide medical documentation to support the request for leave. The District may require a member to obtain a second medical opinion, at District expense, from a health care provider selected by the District. Should the first and second medical opinions differ, a third opinion may be required at District expense.
- d. If the leave was required for the member's own serious health condition, the District may require the member to obtain certification from a health care provider that the member is able to return to work.

The District is not required to approve any unpaid leave under paragraph 1 or 2 above or for any other purpose other than as may be required by law, and the decision whether or not to grant such leave shall not be subject to a grievance.

Employees shall use accrued sick and personal leave, in that order, in accordance with FMLA/OFLA.

B. Restoration of Sick Leave

Upon return from an unpaid leave of absence, the member will be credited with any unused accumulated sick leave.

C. Return from Leave

An employee on leave will inform the District of their intent to return from leave no later than April 1<sup>st</sup>.

## ARTICLE 13

### DUES AND PAYROLL DEDUCTIONS

A. The District agrees to deduct from the salaries of its regular members as requested by the member:

1. Regular local, state and national Association dues;
2. Employee contributions for District and member approved insurance programs;
3. Payment to the On Point Credit Union;
4. Tax shelter annuity program; and
5. Flexible Spending Accounts (FSA)

B. Association Dues and Payroll Deductions

1. Dues Deduction Authorization

Prior to the first published payroll cutoff date for dues deduction of the school year, and then for any employee who becomes a member of the Association after the start of the school year, the Association shall notify the District of bargaining unit members who have elected to have dues deducted from their paychecks and shall identify the dues to be deducted from each.

Should a bargaining unit member elect to join the Association at any point during the year, the District shall enact dues deduction changes on the pay period following a notification before the next published payroll cutoff date.

2. Pursuant to such authorization, the District shall deduct one-tenth (1/10) of such dues from the salary check of the member each month for ten (10) months, beginning in October and ending in July of each year. Deductions for members who join the Association after the commencement of the school year shall be appropriately prorated so that payments will be completed by the following July.

C. Remittance of Dues Checks

1. Data to OEA

Within ten (10) days after each pay period, the District shall send the Association a spreadsheet-compatible register of the RTA/OEA/National Education Association dues, including voluntary Association contributions, deducted from each member's paycheck. The data attached to the remittance checks shall include last four digits of the social security number of each employee who had dues deducted from their paycheck.

2. Payment to OEA

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

### 3. Payment to RTA

Total Riverdale Teachers Association dues shall be deducted from the first paycheck in September and remitted to the RTA treasurer.

## D. Members' payroll checks shall itemize all sources of pay and payroll deductions

## E. Employee Information

1. By October 1 of each year, the District shall provide to the OEA and RTA an spreadsheet-compatible register of each employee in the bargaining unit (both active members and non-members) that includes the last four digits of their social security number, employee ID, first date of service, FTE, classification or title, PERS classification, worksite, position on the salary schedule, residential address, and personal phone number. PERS classification of new hires will be provided to OEA and NEA within ten (10) days of receipt by the District. Whenever a new employee is hired into the bargaining unit, the District shall provide the above information within thirty (30) days of hire.

### 2. Change in Employment Status

With the monthly remittance and deduction report, the District shall notify the OEA Membership Specialist of subsequent changes in employee status, including new hire, within ten (10) days of processing. These changes may include: unpaid leave of absence, retirement, layoffs, resignations, name changes, changes in FTE, changes in worksite.

## F. Indemnification

The Association agrees to indemnify, defend, and hold the District harmless from employee or former-employee claims, orders, or judgments against the district concerning the dues deductions procedures outlined in this agreement. The Association's obligations are contingent upon the District: 1) giving the Association at least two-week's notice from the date they know or should have known, in writing, of any claim; 2) and providing the Association and its designated counsel with information in its possession which is necessary for the defense of the claim. The Association's obligation does not extend to criminal allegations or actions brought against the District by the Association. In the event the District properly invokes this paragraph, the Association will provide the attorney to defend against the claim. In the event the District wishes to use its own attorney, the District will pay the fees and costs of said attorney.

## **ARTICLE 14**

### **INSURANCE**

- A. The District shall provide a choice of insurance coverage for each member teaching half-time or more. RTA will select plans from the options provided by the Oregon Educator Benefit Board (OEBB) statewide insurance program. The benefits shall include coverage for hospital-medical, dental with orthodontia, vision. Additionally, the District shall provide employee liability coverage and provide \$10,000 life insurance coverage.
- B.
  - 1. The District's maximum monthly contribution for the member health insurance benefits shall increase by 4% each year of the contract.
  - 2. In addition, the District shall contribute monies into the insurance pool in the amount of \$75,000 each year of the contract.
  - 3. In addition, the District shall pay the cost of life insurance and long term disability insurance.
  - 4. All part-time bargaining unit members hired after December 1, 2012 shall have the insurance contribution listed above prorated based on FTE. All bargaining unit members hired prior to December 1, 2012 shall receive the full contribution to insurance benefits for as long as they are employed by the Riverdale School District.
  - 5. Members teaching half-time or more may choose to forego insurance coverage in exchange for a contribution of \$300 per month up to a maximum of \$3600 per year in accordance with federal law to the following:
    - a. Members may choose an employer-paid Section 125 daycare assistance account or employer-paid Section 125 unreimbursed medical expense account, or divide the amount between a VEBA contribution and one or more of the two accounts.
    - b. Members may choose to opt out and have up to the maximum member contribution per year contributed to an employer-paid Section 125 unreimbursed medical expense plan of their choice. The remaining dollars will be deposited into the member's VEBA account.
    - c. Members may choose an employer-paid Section 125 day care plan benefit up to the allowable maximum per tax year. Members who select the Section 125 dependent care option may use all or part of the \$3600.
    - d. The member must decide at the same time as the initial section of the health insurance plan option or opt out decision.

6. An "opt out" pool will be established. The pool amount will be established each September according to the formula outlined below.
  - a. Each member must make a decision regarding opting out by September 10<sup>th</sup> of any given year for the purposes of creating the pool calculation. This calculation will be applied for the entire year.
  - b. The dollars in the "opt out" pool will be equally distributed among all members. Those members receiving district insurance will have the additional contribution from the pool applied to the monthly insurance caps. The members opting out will receive the additional contribution from the pool in a monthly stipend.
  - c. Any leftover insurance dollars will be returned to the district and earmarked to offset insurance costs in the following year(s).
  - d. For the purpose of distributing dollars from the "opt out" pool, members will only receive pooled dollars up to the total premium amount, and, if this situation occurs, any remaining dollars will be redistributed in the pool. This redistribution calculation will be based on employee premium selections made as of September 10<sup>th</sup> of any given year unless the parties agree to an alternate date.
  - e. Opt out formula: For each individual that opts out of insurance the difference between the annual cap and \$3,600 will be added to the pool. The district cost will not exceed this formula amount. For example, the 2010 annual cap \$12,432 minus \$3600 equals an \$8,832 contribution to the pool for each individual opting out. If three (3) members opt out in 2010-2011 then the total pool will equal \$26,496.

C. Domestic Partners

Health insurance coverage shall extend to the spouse, domestic partners, and/or child or children of the member residing in the same home as the member or for whom the employee has financial responsibility.

1. Insurance coverage for domestic partners will be subject to the same limitations and conditions applicable to other employees.

D. Retirement Benefit

Members who have worked for the District for twenty (20) years as of July 1, 2007, and who are 52 years of age or older at the time of retirement, shall be provided with the current negotiated insurance package (medical, dental and vision) for the member and one dependent for six (6) years following retirement.

If six (6) years have passed and the member is not eligible for Medicare, he or she may purchase single or group rate insurance (member or member plus dependent) at his or her own expense.

## ARTICLE 15

### COMPENSATION

#### A. Salaries

1. The salary schedule is as follows:
  - 2022-2023 base increase of 4% (see Appendix B1)
  - 2023-2024 base increase of 3% (see Appendix B2)
  - 2024-2025 base increase of 3% (see Appendix B3)
2. These schedules include educational and experience steps for each year as acquired by the member. One step on the salary schedule is granted for each year's experience.
3. On July 1, 2022, a step shall be added to the 2021-2022 salary schedule, between steps 9 and 10. The increment shall be the same as the increment between all other steps.
4. Educator Recognition and Retention Bonus
  - As a retention incentive, educators shall receive the following one-time retention pay:
  - 2022-2023: \$2000/FTE to be paid in the October 2022 paycheck
  - 2023-2024: \$1000/FTE to be paid in the October 2023 paycheck

Cash bonuses shall be prorated for part-time educators.

#### C. PERS/OPSRP

The Association reserves the right to bargain any updated PERS/OPSRP language as the rule making proceeds during the life of the contract.

1. The District shall not withhold from member's monthly salaries the employee contributions/payments required by ORS 238.200 and ORS 238A.330.
2. The District shall "pick-up" the six percent (6%) employee contribution required by ORS 238.200. The full amount of required employee contributions/payments "picked-up" pursuant to this Section (B2) shall be considered as "salary" within the meaning of ORS 238.005(26) with respect to PERS/OPSRP for the purpose of computing an employee member's "final average salary" within the meaning of ORS 238.005(9). Any amount picked up shall be considered to be employee contributions for all purposes under Chapters 238.
3. The District shall pay the six percent (6%) employee contribution required by ORS 238A.330. The full amount of required employee contributions/ payments paid pursuant to this Section (C3) shall be considered as "salary" within the meaning of ORS 238A.005(17) with respect to OPSRP for the purpose of computing an employee member's "final average salary" within the meaning of ORS 238A.130. Any amount



paid pursuant to this section shall be considered to be employee contributions for all purposes under Chapter 238A. Pursuant to 238A.335(1) and (2)(a), the parties agree that employee compensation has been reduced in order to generate the funds needed to make these employee contributions. The District will file any required notices with the Public Employees Retirement Board.

4. In the event that during the life of this Agreement it becomes impossible for reasons of law, regulation or decisions of the courts for the District to make contributions/payments to PERS/OPSRP on behalf of employees as described in Section C2 and 3, above, then:
  - a. Six percent (6%) shall be added to the base salary and the salary schedule shall be recomputed on the same index to be effective prospectively;
  - b. The District shall be relieved of its obligation to otherwise pick-up, assume, and/or pay the six percent (6%) employee contribution/ payment required by ORS 238.200 or ORS 238A.330; and,
  - c. The District agrees to adopt a School Board resolution to make an election under IRS Codes to allow a pre-tax deduction of the six percent (6%) employee contribution/payment required by ORS 238.200 and ORS 238A.330. Such deduction shall be made from each employee's pre-tax gross wages.
- D. The schedule format shall eliminate all educational placement columns above BA+45, and shall be replaced with the current MA, MA+24, MA+45 column headings, beginning in the 2001-02 school year. All members who are employed by the District as of June 1, 2001 shall be entitled to advance through the MA columns without a Master's degree as part of the "grandfathering" intent of this agreement. Current members at that time, and as long as they are employed by the District, shall be granted salary compensation across the educational columns in accordance with Section H of this article.

Members who are initially employed by the District shall attain salary advancement in accordance with the new educational column headings and steps of Appendix B1, B2, C1, and C2.
- E. Newly elected and temporary members shall be placed on the salary schedule at a level to be determined by the Superintendent which is commensurate with their prior experience. The Superintendent shall award credit for teaching experience outside of the District similar to that of members in the Riverdale District.
- F. If a regular pay date during the school terms falls on a day when school is not in session, members shall receive pay on the last day of the school session.
- G. Any balance in the District's contractual salary due to a member not returning to the District shall be paid on the last day of the school term unless otherwise provided by the written consent of the member.

H. When a member has earned the right to a higher salary bracket by reason of increased professional training, the change shall be made by the next school year. If the course work is completed during the summer, grade confirmation slips should be turned in to the Superintendent by September 15th. If the college or university has failed to send grades by that date, the member will be moved to the appropriate step and receive retroactive pay to the beginning of the year when the grades are received. Certification of earned credits for this purpose shall be by transcript or certification of completion filed in the office of the Superintendent.

I. Salary Payment Option:

Members shall be paid by means of direct deposit and in accordance with one of the following payment formulas:

1. Option A - One paycheck shall be issued each month beginning with the September check and ending with the June check, or a total of ten checks during the fiscal year. Each of the monthly checks for September through May shall be equal to one-twelfth (1/12) of the annual contracted salary. The tenth and final check for the balance of the annual salary shall be issued in June after the member fulfills check-out requirements.
2. Option B - Ten equal paychecks shall be issued, one each month beginning with September and ending with June; the last check to be issued following satisfactory check-out after the last day of school. Each check shall equal one-tenth (1/10) of the annual contracted salary.

J. Retirement Benefit Stipend

Compensation for members who have worked for the District for twenty (20) years or more as of July 1, 2007, and who are 52 years or older at the time of retirement, shall be provided with a monthly stipend of four hundred dollars (\$400) per month for six (6) years.

K. Tuition Reimbursement

The District will apply \$20,000 in annual funding to be administered by the RTA: for tuition and other educational programs which support the District, School or individual teacher's professional goals:

Unused funds will be carried over to the next year as additional tuition reimbursement funds at the end of each fiscal year of the contract. At the end of each of the District's fiscal years, RTA will provide a report to the District of the tuition reimbursement dollars expended.

L. The District shall, in accordance with ORS 238.205 or any successor law, pay the Public Employees' Retirement System employee contributions on behalf of qualified members.

**ARTICLE 16**  
**MISCELLANEOUS PROVISIONS**

**A. Severability**

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, or invalid, or if compliance with or enforcement of any provision is restrained, the remainder of the Agreement shall not be affected thereby. At the request of either party, negotiations shall commence to find a mutually satisfactory replacement for the unlawful or unenforceable provision.

**B. Compliance Between Individual Contract and Master Agreement**

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

**C. Successor Contract Negotiations Between Board and Association**

After January 15th in the last fiscal year of the Agreement, negotiations over a successor agreement may occur at the mutual convenience of the parties. Preliminary negotiations may begin earlier in the last fiscal year of the agreement by mutual consent.

**ARTICLE 17**  
**REDUCTION IN FORCE**

**A. Layoff**

1. The procedure for reduction in bargaining unit positions resulting from the District's lack of funds to continue its educational program at its anticipated level or resulting from the District's elimination or adjustment of classes due to administrative decision shall be as provided in this section. However, nothing in this Article is intended to interfere with the right of the District to discharge, remove or fail to renew the contract of a probationary teacher pursuant to ORS 342.835.
2. When bargaining unit positions must be eliminated, the Association shall be given written notice at least thirty (30) days prior to the effective date of layoff. Such notice will include the specific positions and members that may be affected, the proposed time schedule, and the reasons for the proposed action. Within five (5) days after receiving said notice, the Association may initiate discussions with the District regarding the need for, manner of implementation, and other aspects of the contemplated layoffs. The District will make available to the Association relevant data concerning the RIF decision.
3. The District will provide written notice to any member(s) selected for layoff within seven (7) days of the layoff decision.
4. The District shall make a reasonable effort to:
  - a. Transfer members of courses scheduled for discontinuation to other teaching positions for which they are licensed and qualified.
  - b. Combine teaching positions in a manner which allows members to remain qualified so long as the combined positions meet the curriculum needs of the District and the competence consideration specified in paragraph 9 below.
  - c. As used in this section only, "qualified" means the measurement of the member's ability to teach the particular grade level or subject matter in which the member would be placed. Determination of competence or qualification in this section may take into account requirements for any special needs students.
5. When conducting a layoff, the District shall utilize the following in determining members to be retained.
  - a. Members hold proper licenses at the time of layoff to fill the remaining positions;

- b. Seniority - Defined as the member's total length of continuous service in the District in a bargaining unit position, beginning from the first day of actual service. Ties shall be broken by drawing lots. Seniority shall continue to accrue during authorized leaves of absence.
  - c. Determine competence and merit, if necessary, under paragraph 9 below.
- 6. A member with more seniority whose position is being eliminated shall have the rights as provided in paragraph 5 above to displace another member with less seniority whose assignment he/she is licensed and competent (if applicable) to perform.
- 7. If the District desires to retain a member with less seniority than a member being released the District shall determine that the member being retained has more competence or merit than the member with more seniority who is being released.
- 8. An appeal from a District decision on reduction in staff or recall under this Article shall be reversed only if the staff reduction decision or the recall decision made by the district:
  - a. Failed to follow the terms of this Article or
  - b. Is a decision not supported by substantial evidence in the whole record?
- 9. As used in this Article:
  - a. "Competence" means the ability to teach a subject or grade level based on recent teaching experience related to that subject or grade level within the last five years, or educational attainments, or both, but not based solely on being licensed to teach. The district may consider a teacher's willingness to undergo additional training or pursue additional education in deciding upon questions of competence.
  - b. "Merit" means the measurement of one teacher's ability and effectiveness against the ability and effectiveness of another teacher.
- 10. The District will provide the Association on an annual basis with a list showing the seniority of each member.

**B. Recall Procedure and Criteria**

- 1. The District will recall members in inverse order of their layoff to any vacant position within their area of licensure.
- 2. The right to recall continues for twenty-seven (27) months following the member's last work day.

3. A member will be notified by certified letter from the District of any bargaining unit position available in the District for which the member is licensed. Notice shall be sent by certified mail, return receipt requested, to the member's last address as furnished by the member to the District. The member will bear complete responsibility for keeping the District advised of the member's current address, phone number and home email.
4. A member must respond to a notice of recall within fourteen (14) calendar days after mailing of the notice. If, after fourteen (14) days no response has been received, the District shall communicate with the member by phone and email and the member shall have five (5) days to respond.
5. A member who fails to respond to a notice of recall shall be deemed to have waived consideration for the position. A member who accepts recall to a position that is an FTE less than his/her prior position retains recall rights to his/her prior FTE level for the twenty-seven (27) month period designated above.
6. The recalled member must report on the starting date specified by the District, provided that this date is at least thirty (30) days after the date the member accepted the position. However, if a laid off member is employed by another District at the time of recall, he/she shall have at least sixty (60) days to return to work, unless he/she is released sooner by the District.
7. To be considered for re-employment by the District, the member must have maintained certification requirements for the position available.
8. All benefits to which the member was entitled at the time of reduction, including unused and accumulated sick leave, will be restored to the member upon return to active employment and the member will be placed on the proper step of the Salary Schedule according to the member's experience.
9. Members on the recall list will be given consideration for substitute teaching; such will not affect the member's recall rights.

C. Added Layoff Benefits

The District shall extend its medical, dental and vision insurance coverage provided for in Article 14 of this Agreement, during the first three (3) months following layoff. Such coverage may be continued by the member with the approval of the carrier for the balance of the recall period provided the member pays the premium. Members who accept other employment shall not be eligible for the extension of group insurance coverage.

**ARTICLE 18**  
**DURATION OF AGREEMENT**


This Agreement shall begin July 1, 2022 and shall remain in full force and effect through June 30, 2025.

The parties agree that in the second year of the agreement (2023-2024), either party may elect to "re-open" one or more of the following three topics:

- Health and Welfare Insurance plans, and allocation of costs and benefits to members.
- Ending PERS pickup by the employer in 24/25, with an offsetting increase in the salary schedule
- Reinstating a longevity stipend

DATED at Portland, Oregon, this 13<sup>th</sup> day of June, 2022.

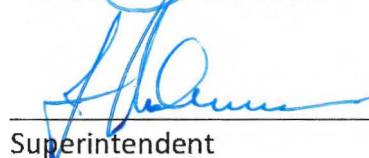
RIVERDALE TEACHERS ASSOCIATION

  
\_\_\_\_\_  
RTA President

  
\_\_\_\_\_  
OEA Consultant

RIVERDALE BOARD OF DIRECTORS

  
\_\_\_\_\_  
RSD School Board Chair

  
\_\_\_\_\_  
Superintendent

## APPENDIX A

### EXTRA DUTY SCHEDULE

The listed percentages shall be multiplied by the base (BA, Step 1) of the first and subsequent contract years to determine the amount of compensation for the performance of the services described below.

If members are to be paid for any extra duty positions, they shall be implemented and assigned at the discretion of the Superintendent. If the Superintendent chooses to assign an extra duty position to someone who was not in that position during the previous year, as a courtesy, the Superintendent or their designee shall contact the person who had most recently held that position before assigning the position to someone else. The member who held the position formerly shall have an opportunity to meet with the Superintendent or designee in person before assignment of the position to someone else. If given one of the extra duty positions as part of a regular job assignment, a proportional reduction in assigned responsibilities, during the workday, shall be granted. No member shall be compelled to perform any extra duty assignment.

<b>Position</b>	<b>K-8</b>	<b>HS (2A)</b>
Assistant Sports Coaches	75% of the Head Coach	75% of the Head Coach
Football Coach	8%	15%
Soccer Coach	7%	12%
Volleyball Coach	5%	12%
Basketball Coach	7%	14%
Track Coach	5%	12%
Tennis Coach	5%	12%
Golf Coach	N/A	12%
Professional Development/ CES Facilitator	4%	4%
Dance Coach	N/A	5%
Drama Director	N/A	9%
Visual Art Directors	4%	4%
Music Director	8%	8%
Leadership Advisor	7%	7%
Field Studies Trip Leader	5%	N/A
Field Studies Coordinator	N/A	10%
Mock Trial Coach/Model UN	N/A	5%
Swimming Coach	5%	7%
Science Bowl/Fair Coach	5%	5%
Drama Coach Musical	N/A	12%
Wildhorse Leaders Training	N/A	4%



Student Council Director	7%	N/A
National Honor Society Advisor	N/A	5%
Testing Coordinator	7%	7%
Cross Country Coach	7%	12%
Robotics Coach Fall	N/A	4%
Robotics Coach Winter	N/A	6%
Robotics Assistant Coach Winter	N/A	5%
Robotics Coach Spring	N/A	4%
Robotics Assistant Coach Spring	N/A	4%
Instructional Technology Leader	4%	4%

All approved School Clubs Advisors will be paid a minimum stipend of 3% of base salary when implemented by the Superintendent.

Members who are in a position for 3-5 years will receive an additional 1% to the above stipend. Members who are in a position for 6 or more years will receive an additional 2% on the stipend listed above.

#### Mentorship Program

In order to support the needs of our new educators, the District shall enact a mentorship program. Any educator in their first year with the district, both those who are in their early career and those who are new to Riverdale, shall be assigned a mentor from the bargaining unit. The following parameters apply:

1. If a mentee is an educator new-to-the-profession, both the mentor and mentee shall receive a stipend equivalent to six (6) percent of the base salary.
2. If a mentee is an experienced educator new-to-the-district, both the mentor and mentee shall receive a stipend equivalent to three (3) percent of the base salary.
3. A qualified mentor will be a bargaining unit member and will possess the same or similar job responsibilities as those of the mentee.
4. The District will consider grade level, curriculum area, prep times and building location in their selection process.
5. Mentor educators shall have one mentee except in unusual situations in which the District has determined a mentor is qualified or available to work with two mentees.
6. The mentorship shall include but not be limited to activities such as weekly check-ins, planning, observation and feedback, jointly observing other classrooms, attending professional development opportunities together, etc.
7. The District will provide a qualified substitute for the mentor when necessary to fulfill mentor obligations. Mentor and mentee shall be granted a minimum of two (2)

professional leave days to support the mentorship process upon Superintendent approval.

8. No mentor shall participate, at any level, in the evaluation of the mentee.
9. Educators in their early career may be granted a mentor for additional years upon principal approval. The mentor and mentee shall receive a stipend equivalent to three (3) percent of the base salary for any year beyond their first year in the district.

## APPENDIX B1

### 2022-2023 Salary Schedule (4% plus step)

STEP					BA+60	BA+90	BA+115
	BA	BA+15	BA+30	BA+45	MA	MA+24	MA+45
1	45794.92	48084.4	50373.44	52663.52	54954.64	57243.68	59533.76
2	48084.4	50373.44	52663.52	54954.64	57243.68	59533.76	61822.8
3	50373.44	52663.52	54954.64	57243.68	59533.76	61822.8	64112.88
4	52663.52	54954.64	57243.68	59533.76	61822.8	64112.88	66401.92
5	54954.64	57243.68	59533.76	61822.8	64112.88	66401.92	68693.04
6	57243.68	59533.76	61822.8	64112.88	66401.92	68693.04	70983.12
7	59533.76	61822.8	64112.88	66401.92	68693.04	70983.12	73272.16
8	61822.8	64112.88	66401.92	68693.04	70983.12	73272.16	75562.24
9	64112.88	66401.92	68693.04	70983.12	73272.16	75562.24	77851.28
10	66401.92	68693.04	70983.12	73272.16	75562.24	77851.28	80141.36
11	68693.04	70983.12	73272.16	75562.24	77851.28	80141.36	82430.4
12	70983.12	73272.16	75562.24	77851.28	80141.36	82430.4	84721.52
13			77851.28	80141.36	82430.4	84721.52	87011.6
14			80141.36	82430.4	84721.52	87011.6	89300.64
15					87011.6	89300.64	91590.72
16						91590.72	93879.76
17							96168.8

## APPENDIX B2

### 2023-2024 Salary Schedule (3%)

Step	BA	BA+15	BA+30	BA+45	BA+60	BA+90	BA+115
					MA	MA+24	MA+45
1	47168.15	49526.93	51884.64	54243.43	56603.28	58960.99	61319.77
2	49526.93	51884.64	54243.43	56603.28	58960.99	61319.77	63677.48
3	51884.64	54243.43	56603.28	58960.99	61319.77	63677.48	66036.27
4	54243.43	56603.28	58960.99	61319.77	63677.48	66036.27	68393.98
5	56603.28	58960.99	61319.77	63677.48	66036.27	68393.98	70753.83
6	58960.99	61319.77	63677.48	66036.27	68393.98	70753.83	73112.61
7	61319.77	63677.48	66036.27	68393.98	70753.83	73112.61	75470.32
8	63677.48	66036.27	68393.98	70753.83	73112.61	75470.32	77829.11
9	66036.27	68393.98	70753.83	73112.61	75470.32	77829.11	80186.82
10	68393.98	70753.83	73112.61	75470.32	77829.11	80186.82	82545.6
11	70753.83	73112.61	75470.32	77829.11	80186.82	82545.6	84903.31
12	73112.61	75470.32	77829.11	80186.82	82545.6	84903.31	87263.17
13			80186.82	82545.6	84903.31	87263.17	89621.95
14			82545.6	84903.31	87263.17	89621.95	91979.66
15					89621.95	91979.66	94338.44
16						94338.44	96696.15
17							99053.86

## APPENDIX B3

### 2024-2025 Salary Schedule (3%)

Step	BA	BA+15	BA+30	BA+45	BA+60 MA	BA+90 MA+24	BA+115 MA+45
1	48583.19	51012.74	53441.18	55870.73	58301.38	60729.82	63159.37
2	51012.74	53441.18	55870.73	58301.38	60729.82	63159.37	65587.81
3	53441.18	55870.73	58301.38	60729.82	63159.37	65587.81	68017.35
4	55870.73	58301.38	60729.82	63159.37	65587.81	68017.35	70445.8
5	58301.38	60729.82	63159.37	65587.81	68017.35	70445.8	72876.45
6	60729.82	63159.37	65587.81	68017.35	70445.8	72876.45	75305.99
7	63159.37	65587.81	68017.35	70445.8	72876.45	75305.99	77734.43
8	65587.81	68017.35	70445.8	72876.45	75305.99	77734.43	80163.98
9	68017.35	70445.8	72876.45	75305.99	77734.43	80163.98	82592.42
10	70445.8	72876.45	75305.99	77734.43	80163.98	82592.42	85021.97
11	72876.45	75305.99	77734.43	80163.98	82592.42	85021.97	87450.41
12	75307.1	77735.54	80163.98	82592.42	85021.97	87450.41	89881.06
13			82592.42	85021.97	87450.41	89881.06	92310.61
14			85020.87	87451.51	89881.06	92310.61	94739.05
15					92311.71	94739.05	97168.59
16						97167.49	99597.04
17							102025.5

## APPENDIX C

### SICK TIME (SB454)

SB 454 provides that 10 days of sick leave per year can be used for any of the following reasons:

1. For an employee's mental or physical illness, injury or health condition, need for medical diagnosis, care or treatment of a mental or physical illness, injury or health condition or need for preventive medical care.
2. For care of a family member with a mental or physical illness, injury or health condition, care of a family member who needs medical diagnosis, care, or treatment of a mental or physical illness, injury or health condition or care of a family member who needs preventive medical care.
3. Notwithstanding ORS 659A.153, for any other purpose specified in ORS 659A.159.
4. For a purpose specified in ORS 659A.272, notwithstanding ORS 659A.270 (1).
5. To donate accrued sick time to another employee if the other employee uses the donated sick time for a purpose specified in this section and the employer has a policy that allows an employee to donate sick time to a coworker for a purpose specified in this section.
6. In the event of a public health emergency. For purposes of this subsection, a public health emergency includes, but is not limited to:
  - a. Closure of the employee's place of business, or the school or place of care of the employee's child, by order of a public official due to a public health emergency;
  - b. A determination by a lawful public health authority or by a health care provider that the presence of the employee or the family member of the employee in the community would jeopardize the health of others, such that the employee must provide self-care or care for the family member; or
  - c. The exclusion of the employee from the workplace under any law or rule that requires the employer to exclude the employee from the workplace for health reasons.

SB454 also uses the following definition of "Family member:"

"Family member" mean an employee's spouse, same-gender domestic partner, custodial parent, non-custodial parent, adoptive parent, foster parent, biological parent, stepparent, parent-in-law, a parent of an employee's same-gender domestic partner, an employee's grandparent or grandchild, or a person with whom the employee is or was in a relationship of loco parentis. 'Family member' also includes the biological, adopted, foster child or stepchild or an employee or the child of an employee's same-gender domestic partner. An employee's child in any of these categories may be either a minor or an adult at the time qualifying leave pursuant to these rules is taken."

## APPENDIX D

Riverdale School District 51J

Tuition Reimbursement Report for School Year \_\_\_\_\_

Annual Allocation: \$ \_\_\_\_\_

Member Name	Institution	Class/Course Name	Total Cost
Total			

Residual, if any from Allocation: \$ \_\_\_\_\_

Contact Information:

RTA Representative Completing the Form: \_\_\_\_\_

Contact E-mail or phone number: \_\_\_\_\_

## APPENDIX E

Date: \_\_\_\_\_

### Memorandum of Understanding

Between

The Riverdale School District and the Riverdale Teachers Association


The Riverdale School District and the Riverdale Teachers Association agree that the following benefit shall be an addition to the current collective bargaining agreement:

The District will waive 100% of the tuition or pre-school fee for a non-resident student whose parent is unable to obtain an inter-district transfer and whose parent is a member of the bargaining unit. Parents must apply annually for an inter-district transfer until such time as a transfer is granted. Entrance is based on space availability.

It is the member's responsibility to pay any student fees.

This agreement continues through the term of the collective bargaining agreement.

RIVERDALE TEACHERS ASSOCIATION

By  \_\_\_\_\_  
President

By  \_\_\_\_\_  
OEA Consultant

RIVERDALE BOARD OF DIRECTORS

By  \_\_\_\_\_  
Chairman

By  \_\_\_\_\_  
Superintendent

## **Appendix F**

The District and the Association have agreed that there will be a process for reviewing and revising Faculty Handbooks that involves administrators and educators from elementary, middle and high school, to spell out procedures for student discipline and the process to complete that work during 2022-23. That MOA will be included here.



## **Appendix G**

The District and the Association have agreed that teachers and administrators will review/revise a process for curriculum/textbook review and adoption/revision of teaching texts for the major curriculum areas that will include teacher involvement and staff development (at least 8 hours, evenly divided between presentation and group work by affected educators) on paid time before implementation of the revised curriculum. That MOA will be included here.

Memorandum of Understanding  
Between  
Riverdale School District  
and the  
Riverdale Teachers Association

The Riverdale School District and the Riverdale Teachers Association agree that the following stipend position will commence upon agreement and be paid through June 30th, 2025.

1. TAG Coordinator - 4% of Step 1 BA
2. Eligibility: Member of the bargaining unit
3. This stipend position will be included in Appendix A of the next Collective Bargaining Agreement and will be subject to the agreements therein.

Agreed to by:

  
\_\_\_\_\_  
Riverdale Teachers Association

8/16/2022  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Superintendent

8/16/22  
\_\_\_\_\_  
Date