

# **Collective Bargaining Agreement 2021 – 2023**



***North Clackamas School District 12***

***Board of Directors  
and  
North Clackamas Education Association***

# North Clackamas School District 12

## Collective Bargaining Agreement

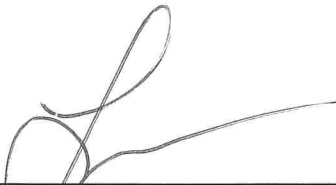
between

**BOARD OF DIRECTORS**

And


**NORTH CLACKAMAS EDUCATION ASSOCIATION**

July 1, 2021 – June 30, 2023



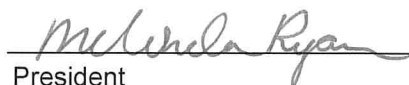
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Chair, Board of Directors  
North Clackamas School District



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Superintendent  
North Clackamas School District



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President  
North Clackamas Education Association

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## *Board/NCEA Agreement 2021-2023*

### PREAMBLE

This agreement is entered into by the Board of Directors on behalf of North Clackamas School District 12, herein referred to as the district or the Board, and the North Clackamas Education Association (NCEA), herein referred to as the Association, which is affiliated with the Oregon Education Association (OEA) and the National Education Association (NEA). The intent of the Agreement is to set forth and record herein the basic and full agreement between the parties on those matters pertaining to wages, hours, and conditions of employment for employees included in the bargaining unit.

Both the Board and the Association are committed to providing a quality education for the children of North Clackamas School District. Since that objective is related to quality professional services and favorable working conditions, the Board and Association hereby enter into this agreement on July 1, 2021 for the 2021-2022 and 2022-2023 school years.

### ARTICLE 1 – STATUS OF AGREEMENT

#### 1.1 Definitions

- A. The terms “teacher,” “unit member,” or “member” when used in this agreement shall refer to all employees represented by the Association in the bargaining unit as defined below in Section 1.2.A.
- B. The term “Board” shall refer to members of the Board of Directors.
- C. The term “district” shall refer to the Board and its designated agents, including the superintendent.
- D. The term “Association” shall mean its president and his/her cabinet of officers determined in an all-member election.
- E. “Part-time teachers” are those employed for less than 1.0 FTE and for purposes of contract renewal at least .5 FTE and no more than .99 FTE for any part of or all of a full school year.
- F. “Days” shall refer to work days unless otherwise stipulated.
- G. “Weeks” shall refer to calendar weeks unless otherwise stipulated.
- H. “School year” shall mean the period of time beginning with the first day teachers report to work and ending with the last day of work set by the school calendar adopted by the Board each year.
- I. “Contract teacher” means any teacher who has been regularly employed by a school district for a probationary period of three successive school years and who has been retained for the next succeeding school year as defined in ORS 342.805(3).



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- J. "Probationary" employee shall mean an employee who has not completed the three (3) year probationary period. An employee is probationary for his/her first three (3) years of employment with the District as defined in ORS 342.815.
- K. "Personnel Files" shall refer to all files dealing with employee performance at the district level when reduced to hard copy.
- L. "Supervisor/Building or Working Files" are those files dealing with employee performance at the building level when reduced to hard copy.
- M. "Substitute" shall mean anyone employed to take the place of a regular employee who is temporarily absent. An employee who works as a substitute for more than 60 consecutive days in the same assignment shall become a temporary employee.
- N. "Temporary" shall mean anyone employed to fill a position designated as temporary or experimental or to fill a vacancy that occurs after August 15 or the opening of school because of unanticipated enrollment or because of death, disability, retirement, resignation, contract nonextension or dismissal of a contract or probationary employee.

### 1.2 Status of Agreement

- A. The Board, pursuant to ORS 243.650, recognizes the Association as the sole and exclusive bargaining representative for all full-time teachers, part-time teachers, temporary teachers, counselors, career and technical education (CTE) licensed teachers, media specialists, licensed specialists, social workers, and nurses under contract to the Board.
- B. The Board agrees not to negotiate with or recognize any teachers' organization other than the Association in regard to this agreement.
- C. To the extent that this agreement is inconsistent with any policy, practice, committee decision or action by a committee under the jurisdiction of the Board, or other decision by a person or persons under the jurisdiction of the Board, the agreement shall control.
- D. If any provision of this agreement shall be found 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 remain in force.
- E. It is understood that this agreement shall not be interpreted or applied so as to violate state law.
- F. Any individual contract or working condition agreement between the Board or district administrator and a unit member or group of unit members executed during the term of this agreement shall be subject to and consistent with the terms and conditions of this agreement.
- G. Unless otherwise provided in this agreement, nothing contained herein shall be interpreted and/or applied so as to eliminate or reduce current individual salaries, employee benefits, or other provisions, under any existing policies or practices by or within the district in effect prior to the effective date of this agreement.

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- H. There shall be two signed copies of the final agreement for the purpose of records. One shall be retained by the district and one by the Association.
- I. The Board agrees to print copies of this agreement and distribute a copy to each unit member within 30 calendar days following the signing of the agreement. The distribution process shall be mutually agreed to by the Association and the district. The Association shall be provided with 150 copies for its use at the same time.
- J. The Association will participate with the superintendent/designee in making recommendations in regard to the adoption or revisions of Policies or Standard Practices relating to working conditions of unit members. Proposed Policies or Standard Practices related to unit members shall be subject to review by the Association no less than 14 calendar days prior to being presented to the Board.
- K. The Board agrees to make accessible to all employees the current district Policies and Standard Practices through the District's website.
- L. An annual written notice of salary placement will be provided to each unit member prior to the October payroll date.

#### 1.3 Duration of Agreement

This agreement shall be in effect from July 1, 2021, through June 30, 2023, or until a successor agreement has been signed. Regardless of the above, no compensation or benefits shall be provided to unit members during the period of time they participate in a strike.

#### 1.4 District Rights

It is recognized that the Board has, and will continue to retain, the rights and responsibilities to operate and manage the school system and its programs, facilities, properties, and contractual activities of its employees, except as limited by this agreement and applicable state and federal law. Without limiting the generality of the foregoing, it is expressly recognized that the Board's operational and managerial responsibilities include:

- A. The right to determine location of the schools and other facilities of the district.
- B. The maintenance, control, and use of district property and facilities.
- C. The determination of safety, health, and property protection measures where legal responsibility of the Board or other governmental unit is involved.
- D. The determination of financial policies of the district, including the general accounting procedures, inventory of supplies and equipment procedures, and public relations.
- E. The selection of the management, supervisory, or administrative organization of each school or facility in the district and the selection of employees for promotion to supervisory, management, or administrative positions.
- F. The right to enforce the policies and standard practices now in effect and to establish new policies and standard practices from time to time, not in conflict with this agreement.

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- G. The direction and arrangement of all working forces in the district, including the right to hire, suspend, discharge or discipline, or transfer employees.
- H. The right to relieve employees from duty for poor or unacceptable work or for other legitimate reasons.
- I. The creation, combination, modification, or elimination of any teaching position(s) deemed advisable by the Board.
- J. The determination of the size of the working force, the allocation and assignment of work to employees, the determination of policies affecting the selection of employees, and the establishment of quality standards and judgment of employee performance.
- K. The determination of layout and equipment to be used, and the right to plan, direct, and control school activities. The approval and authorization of the processes, techniques, methods, and means of teaching and the subjects to be taught.
- L. The right to establish and revise the school calendar, establish hours of employment, schedule classes, and assign work loads; and to approve and authorize the use of textbooks, teaching aids, and materials.
- M. The right to make assignments for all programs of co-curricular nature.

The foregoing enumerations of the functions of the district shall not be considered to exclude other functions of the district not specifically set forth, the Board retaining all functions and rights to act not specifically modified by this agreement.

1.5 Funding

In the event the district is unable to fund this agreement because of inadequate state funding, all economic aspects of this agreement and up to three Articles, to be chosen by the Association, are subject to reopening upon the request of the district.

**ARTICLE 2 — NEGOTIATION OF A SUCCESSOR AGREEMENT**

The parties agree to enter into collective bargaining over a successor agreement no later than February 1 prior to the expiration of the current contract. The parties shall begin the bargaining process for a successor agreement at a mutually agreed upon time and date. Any agreement so negotiated shall be reduced to writing after ratification by the parties.

However, the agreement may be modified in whole or in part by written mutual agreement of the parties, at any time during the life of the agreement. Proposed modifications shall be subject to discussion at regularly scheduled meetings between the administration and Association officers.

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**ARTICLE 3 – NONDISCRIMINATION/AFFIRMATIVE ACTION**

3.1 Nondiscrimination

The district shall not discriminate nor deny equal employment opportunity or treatment in the areas of recruiting, hiring, retention, transfer, promotion, training, compensation, benefits, layoff, and termination in all job classifications on the basis of race, color, religion, national origin, ethnic origin, gender, gender identity, age, marital status, sexual orientation, mental or physical disability, or perceived disability, physical requirements not constituting a bonafide occupational qualification, or membership or nonmembership in the Association.

3.2 Affirmative Action

The district and Association will cooperate in the development of an affirmative action plan following State and Federal requirements.

**ARTICLE 4 – GRIEVANCE PROCEDURE**

4.1 Grievance Procedure Definitions

- A. “Grievant” shall mean either (1) a unit member or (2) a group of unit members or (3) the Association.
- B. “Grievance” shall mean a claim by a grievant that a dispute or disagreement exists involving interpretation or inequitable or unfair application of the terms of this agreement, Board Policy, or Standard Practice.  
  
A grievance filed solely over Board Policy will begin at Level Two (District Level).
- C. “Party” shall mean the district and Association as well as their representatives or participants who have an interest in the grievance.
- D. “Immediate Supervisor” is the one who has direct administrative or supervisory responsibilities over the grievant in the area of grievance as stated in Board Policy.
- E. “Hearing Officer” is any individual(s) who shall conduct the procedures and/or rule on an issue.
- F. “Days,” when used in this Article, shall mean the grievant’s working days, except where otherwise indicated.
- G. “Arbitrator” is the person making the decision that is final and binding on the grievant(s) and the Board as stated in Section 4.3, Level Four. One arbitrator shall be used in each case.
- H. “Interest-Based Strategies (IBS)” is a collaborative problem solving process.

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### 4.2 General Grievance Procedures

The purpose of this Procedure is to secure, at the lowest possible level, equitable solutions to the problems which may, from time to time, arise affecting unit members. These proceedings will be kept informal and confidential as appropriate at any level in the procedure.

- A. Each level should be processed as rapidly as possible. The number of days indicated for settlement or appeal at each level should be considered a maximum. The time limits can be extended by written mutual consent of the parties involved at any level.
- B. The district recognizes the unit member's right to grievance representation by the Association.
- C. There shall be no restraint, interference, discrimination, or reprisal exerted on a unit member concerned with the resolution of grievances.
- D. Failure at any level by the grievant to appeal a grievance to the next level within the specified time limits shall be deemed to be acceptance of the decision rendered at that level. Failure at any level to communicate the decision in writing on a grievance within the specified time limits shall permit the grievant to proceed to the next level.
- E. All documents, communications, and records during the processing of a grievance shall be filed separately from the district personnel files of the participants.
- F. Forms for processing grievances shall be prepared by the superintendent in cooperation with the Association and shall be printed and given appropriate distribution by the parties so as to facilitate operation of the procedure. A copy of the grievance form is attached as Appendix I.
- G. Every attempt shall be made to avoid interruption of classes as a result of implementing the Procedure. Should the investigation or processing of a grievance require that a unit member and/or the Association representative be released from their regular assignment, with permission from the administrator, the unit member and/or representative shall be released without loss of pay or benefits.
- H. Involvement of students in all phases of the Procedure will be avoided. However, names of students shall be made available when their testimony as witnesses to the event in question becomes essential in the grievance proceedings.
- I. Grievances above Level One will be processed after the regular working day unless an exception is mutually agreed to by the Association and the district.
- J. In the event a grievance is filed at such time that it cannot be processed through all the levels in the 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, the time limits set forth herein shall be reduced so that the Procedure shall be exhausted prior to the end of the school year or as soon thereafter as practicable.
- K. Grievants may be represented at all stages of the Procedure by themselves or may determine their own representatives, which at their option may be the Association. The

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Association shall have the right to be present and to state its view at all stages of the Procedure.

- L. All meetings and hearings under this Procedure shall be conducted in private, unless otherwise requested by the grievant. Parties and their designated representatives shall be present.
- M. Any levels may be waived with the mutual agreement in writing of both parties.
- N. Any individual(s) acting as Hearing Officer(s) shall not have previously been involved in the events leading to the grievance.
- O. Both parties shall have the opportunity to present arguments and evidence orally, as well as in writing, and to bring forward witnesses who have information relevant to the grievance.
- P. The determination of the grievance shall rest solely on the evidence adduced at the hearing, including testimony and cross examination from a witness unable to be present, as stipulated in paragraph O above.

### 4.3 Grievance Procedure Levels

#### Level One (Unit Level)

When the grievant becomes aware of a situation or issue with regards to the collective bargaining agreement, practice, administrative regulation, or Board policy, the grievant has 20 working days to initiate discussion with the principal or immediate supervisor individually or accompanied by a grievance representative.

The parties will have 20 working days to pursue an informal resolution. When resolution is achieved, the results will be preserved in writing. However, if the parties are unable to reach resolution, or if the grievant is not satisfied with resolution, the grievance will be referred to Level Two in writing by the grievant.

#### Level Two (District Level)

The district and the Association will assemble an interest-based strategies (IBS) team which will meet on a regularly scheduled basis each month to address Level Two grievances. The superintendent or his/her designee shall schedule the IBS team to meet with the grievant within 30 working days to resolve the grievance. The team is comprised of NCEA representatives and district administrators who have been trained in IBS. The timeline may be extended by written mutual agreement between the team and grievant. When resolution is achieved, the results will be preserved in writing. However, if the parties are unable to reach resolution, or if the grievant is not satisfied with the resolution, the grievance will be referred to Level Three in writing by the grievant within 20 working days.

#### Level Three (Board Level)

The appeal shall be in writing and copies delivered to Board members, superintendent, and persons officially involved. The grievant may request and shall be granted an open hearing. The hearing will be scheduled for a date when there is a quorum of the Board available to participate as hearing officers and when the grievant and the grievant's representative are available. Every

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attempt will be made to schedule the hearing within 20 working days of the filing of the appeal or for the next Board meeting. The historical documentation of the process will be submitted to the Board at least seven calendar days prior to the Level Three hearing. The Association representative(s) will present the matter at the Level Three hearing at which time the Board may ask questions of the parties involved.

Since the members of the Board are functioning as Hearing Officers, those participating in the hearing shall comply with the definitions in Sections 4.1 E and 4.2 N. Those unable to qualify shall withdraw themselves from the hearing and in no way shall participate in the decision rendered at this Level. The Board shall communicate to the grievant and all other parties officially present at the hearing its written decision and the facts that are the basis for that decision within 15 working days of the hearing.

### Level Four (Arbitration)

- A. There may be differences of opinion as to the interpretation or application of this agreement. It is the desire of all parties to have such differences of opinion or application adjusted as quickly and efficiently as possible.

Binding arbitration shall be confined to the interpretation, meaning, or application of a specified term or provision of the collective bargaining agreement arrived at by the parties.

If the grievant claims that the areas for binding arbitration have been violated, the following areas of management's judgment are subject to binding arbitration:

1. The processing of complaint procedures against unit members;
2. The accuracy of the content in unit member evaluations;
3. The fairness in application of the district's printed criteria for and/or the district's printed standards regarding unit member evaluations; however, those criteria and standards in and of themselves are not subject to binding arbitration.

- B. If the grievant is not satisfied with the disposition of the grievance at Level Three or if no decision has been rendered within 10 working days after the grievance was heard by the Board, the grievant may request in writing, within 10 working days, that the Association submit the grievance to arbitration. If the Association so determines, it may submit the grievance to arbitration within 15 working days after receipt of a request by the grievant. The district and/or Association shall (1) submit a written notice to the other party of its intention to arbitrate, which notice shall contain a statement setting forth the nature of the dispute and the remedy sought, and (2) file at any regional office of the American Arbitration Association (AAA) three copies of said notice, together with a copy of the agreement or such parts thereof as relate to the dispute, including the arbitration provisions.

- C. Selection of the arbitrator shall be from a list of arbitrators provided by the Employee Relations Board (ERB) and selection of an arbitrator shall be mutually agreed upon by the district and the Association. The arbitrator shall be without power or authority to make any decisions which require the commission of an act prohibited by law or which is in violation of this agreement. The decision of the arbitrator shall be final and binding on

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the parties unless the arbitrator has exceeded jurisdiction or in some other way acted improperly. In such cases, either the Association or the Board may seek remedy through the courts.

- D. Costs for the arbitrator's services, including per diem expenses, if any, and actual and necessary travel, subsistence expenses, and the cost of the hearing room shall be borne equally by the Association and the Board. Any other expenses (witnesses, travel, materials, etc.) shall be paid by the party incurring same.

**ARTICLE 5 – CRITICISMS AND CONFLICT RESOLUTION**

5.1 Criticism in Public

In order to protect the professional status and due process rights of unit members, all criticism by supervisors, administrators, parents, students, Board members or other staff members regarding a bargaining unit member shall be made in confidence and not in the presence of students, parents, staff or any public gathering unless immediate intervention is necessary for the safety and welfare of students. The Administration and the Board, in public meetings held under the auspices of the district, have the responsibility and obligation to protect unit members from verbal or other abuse by advising the speaker of appropriate procedures for making complaints against unit members.

In order to protect the professional status and due process rights of supervisors, administrators, and Board members, a unit member shall not intentionally use the teaching station as an arena to criticize supervisors, administrators, unit members, or Board members.

5.2 Conflict Resolution for Complaints

5.2.1 General Guidelines

- A. When a complaint is made regarding a bargaining unit member's performance of regular duties or extended responsibilities, which may lead to a disciplinary action or influence an evaluation, the complaint shall be called to the unit member's and the Association's attention within five (5) working days from the time the complaint was made known to the district. If the unit member is required to attend a meeting to be informed about the complaint, the unit member and the Association will be notified about the required meeting in accordance with Article 6, Section 6.2.1 Required Meetings. A copy of the complaint shall be provided to the unit member and the Association at such time as the meeting notice.
- B. The unit member shall have the right to have a representative of his or her choice at any meetings or conferences regarding such complaints and shall be so notified prior to the meeting. The District will also notify an Association officer prior to the meeting.
- C. Anonymous complaints, unless subject to legal obligation to report, shall not be processed. Anonymous complaints shall not be made the basis for any



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disciplinary action, and under no circumstances shall be included in any district files.

- D. Nothing in this article shall impair the district's legal obligations to report alleged violations to the proper authorities. The procedures outlined in the Article shall not limit the Administration from conducting its own investigation, independent of the complaint.

### **5.2.2 Steps for Conflict Resolution**

#### **A. Informal Complaints**

Informal complaints shall be those complaints in which the name(s) of the complainant(s) and the nature of the complaint is made known to the administrator and the unit member. The administrator shall encourage the complainant to meet with the unit member to attempt to resolve the complaint. If the complainant declines to discuss the matter with the unit member, the matter shall be closed and all documents pertaining to the complaint will be destroyed unless the issue is under investigation.

#### **B. Formal Complaints**

*Step 1 - Building Level* – A formal complaint shall be a complaint which has been put in writing. The written complaint shall include the name and signature of the complainant, and a statement of the nature of the complaint. It shall be reviewed by the principal and he/she shall meet with the parties involved and attempt to help the parties resolve the complaint to the mutual satisfaction of the complainant and the unit member. These meetings shall be held within 10 working days of receipt of the written signed complaint. If the complainant declines to discuss the matter with the unit member, the matter shall be closed.

*Step 2 – District Level* – If the complainant or unit member is not satisfied with the results at the building level, the complaint may be submitted to the Human Resources administrator along with the unit member's response. All documents, communications, and records collected during the processing of a complaint shall be filed separately from the official district personnel files or building supervisory files of the unit member. A copy of the documents will be provided to the Association.

## **ARTICLE 6 – RIGHTS OF UNIT MEMBERS**

### **6.1 Just Cause Provision**

No unit member shall be disciplined, reprimanded, reduced in rank or compensation, deprived of any professional advantage, or terminated as a result of disciplinary action without just cause. Any such action(s) shall be based on information that has been reported to the unit member and can be substantiated. All information forming the basis for disciplinary action will be made available to the unit member and to the Association. If a unit member is suspended prior to expiration of his/her contract, the unit member shall receive salary of no less than the first five days of the suspension period. Section 6.1 does not apply to probationary employees who are nonrenewed for evaluative reasons at the end of an annual contract (See Section 6.3).

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### 6.1.1 Discipline

Evaluation will not be used for disciplinary issues. Disciplinary matters are appropriately resolved through progressive disciplinary procedures. Examples of disciplinary problems include, but are not limited to, the following:

- A. Not maintaining a valid teaching license.
- B. Engaging in unprofessional conduct in relations with students.
- C. Committing actions that may constitute criminal behavior (OAR 581-22-716).
- D. Violating district policies or standard practices other than those related to teaching performance standards.
- E. Threatening physical harm or physically assaulting students, parents, other school employees and other persons.
- F. Misuse of prescribed leave policies and practices or excessive tardiness.

### 6.2 Required Meetings and Hearings

#### 6.2.1 Required Meetings

When a unit member is required to appear before any administrator concerning any matter which could adversely affect the continuation of that unit member in that position, or employment or the salary or any increments pertaining thereto, then the unit member shall be given prior written notice of the reasons. Notice shall be in sufficient detail to inform the unit member of the nature of the reason for such meeting or interview. The unit member shall be entitled to have a representative of the Association and/or legal counsel and/or other representative during such meeting or interview.

#### 6.2.2 Notice to the Association for Required Meetings

In the case of a required meeting, a written notice shall be sent to an Association officer as soon as the date and time of the meeting are established. If the meeting is to be held in less than 24 hours after said written notification, personal contact with an Association officer is also required. The notice shall state the name of the unit member, the building, and the time of the appointment.

### 6.3 Probationary Teacher Nonrenewal/Dismissal Hearing

In the event of nonrenewal or dismissal of probationary teachers only, the Board shall provide a hearing upon request by the teacher, and written copies of the reasons as provided in ORS 342.835.

### 6.4 Evaluation of Students

The teacher shall maintain the right and responsibility to determine grades and other evaluation of students. Upon a student or parent request, the grade may be reviewed by the teacher. The teacher is encouraged to consult with relevant building specialists prior to responding to the student or parent. If a student or parent challenges the teacher's final grade determination, or if the teacher is non-responsive to attempts to make contact by the student or parent, the relevant unit administrator will hear the appeal. No grade or evaluation shall be changed by the unit administrator(s) without prior consultation with the teacher. If the teacher is non-responsive to the administrator's attempts to make contact, then the administrator may make changes without prior consultation. Following the administrator's decision, the teacher may appeal the unit administrator's decision to change the grade directly to the level director, whose decision will be final. No changes shall be made to the student's grade issued by the teacher more than 90 days after the end of the school year in which the grade was issued.

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### 6.5 Personal and Academic Freedom

#### 6.5.1 Personal Life and Website Information

- A. The personal life and off-duty actions of a unit member, except for items found in ORS 342.865 (Fair Dismissal Law) and to the extent it does not cause a substantial disruption to the school or workplace, is not an appropriate concern of the District.
- B. There shall be no release or display of personal information of a unit member on any district website broadcast without the member's prior written permission. Personal information shall include, but not be limited to, the member's biographical or educational background, home address, home phone number, cell phone number, personal e-mail address, and social security number. A unit member's image may be included in district materials. If a unit member does not wish for their image to be so displayed, they may opt out by contacting the District's Technology and Information Services Department.

#### 6.5.2 Academic Freedom/Controversial Issues

- A. Teachers shall be protected from undue censorship or restraint which may interfere with their obligation to pursue knowledge and truth in the performance of the teaching functions. Teaching of controversial issues is an accepted procedure in appropriate subject matters and grade levels in district schools. However, this does not give the teacher, or any group, the license to promote a particular point of view. Teachers also have the obligation to use thoughtful judgment in approaching controversial issues. They shall: (1) present varying aspects or sides of the issue; (2) clearly identify a personal position if such an expression is desirable; and (3) use care in selecting the type of materials used in studying the controversial issues. (See district Policy and Standard Practice INB). Academic freedom/controversial issues as defined in this context allows the teacher the right to complement but not the right to replace district-required curriculum and materials and/or district-adopted goals and/or instructional objectives with curriculum materials, goals, and/or objectives of the teacher's choice.
- B. The Association shall be notified in a timely fashion of all filings of a Request to Reconsider as set forth in Standard Practice II/IIA-AR.
- C. Prior to any unilateral administrative decision to modify, ban, or otherwise curtail the use of materials or portions of materials contained in district adoptions for instructional purposes, the Association will be informed in a timely manner and shall be allowed to review the materials in question and to express its point of view to the superintendent and/or the Board.
- D. Whenever a district committee recommends the adoption, modification, ban, or curtailment of all or portions of district texts or other instructional materials which are of a controversial nature and/or which may raise concerns regarding academic freedom, the Association will be informed in a timely manner of the

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committee's decision(s) and will be allowed to express its point of view to the superintendent and/or the Board prior to Board action or unilateral administrative action.

### 6.6 Association Identification

No member of the bargaining unit shall be prevented from wearing pins or other identification of membership in the Association or its affiliates.

Employees shall have the right to organize, join, and assist the Association and to engage in other activities individually or in concert, for the purpose of establishing, maintaining, protecting, or improving conditions of employment service and the quality of the educational program.

### 6.7 Electronic Surveillance

The District shall notify employees that electronic surveillance may occur on District property.

## **ARTICLE 7 – TEACHER EVALUATION**

### 7.1 Evaluation: General Provisions

- A. The primary purpose of evaluation is to assess the degree to which the unit member has met the district's performance standards including, but not limited to, the items listed in the member's job description and duties specified by written rule in order that the member can be engaged in purposeful and continued professional growth.
- B. Evaluation will form the basis upon which to determine contract renewal or nonrenewal for probationary teachers and contract extension or nonextension for contract status teachers.
- C. The evaluation will be based upon clearly defined written criteria to include any performance goals which have been established with the teacher.
- D. Evaluation will not be used for disciplinary purposes.
- E. Teachers will be evaluated by their customary North Clackamas supervisor or designee by June 1.

### 7.2 Evaluation: Process

The evaluation process includes, but is not limited to, the following:

- A. The teacher's evaluator will establish performance goals with the teacher.

Individual teacher performance goals will be based upon district performance standards and may be established:

1. At the time of the post-evaluation interview the previous school year;
2. At a pre-evaluation interview in the fall; or
3. At any time that the evaluator determines the need during the school year.

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- B. The evaluator will gather information and other pertinent data upon which to form the basis of the formal evaluation through direct observation of the teacher and the consideration of artifacts submitted by the teacher, or other cooperative arrangement agreed to by the teacher and the evaluator. The evaluator may request additional supporting materials when the absence of sufficient evidence may impact evaluation. The teacher will be informed of any other information that the evaluator intends to use.
- C. The evaluator will conduct a post-evaluation conference with the teacher. At the post-evaluation conference the evaluator will:
  - 1. Discuss the written evaluation with the teacher and give the teacher an opportunity to respond.
  - 2. Give the teacher a copy of the written evaluation.
  - 3. Discuss area(s) for continued professional growth.
  - 4. Notify the teacher of the intent to extend or nonextend or renew or nonrenew the contract.
- D. The evaluator will prepare and sign the final written evaluation. This written evaluation will contain the administrator's assessment of the teacher's work performance in relation to the district's performance standards and the teacher's individual performance goals which were previously established.
- E. At the post-evaluation conference the evaluator will notify the teacher of the evaluator's intent to recommend renewal or nonrenewal of contract for probationary teachers or of the evaluator's intent to extend or not extend the contract of a contract status teacher. The teacher will return the signed evaluation.
- F. The teacher will be given the opportunity to make a written statement relating to the evaluation. If a written statement is submitted, it will be attached to and filed with the evaluation in the teacher's district employment file.

#### 7.3 Evaluation: Contract Status Teachers

- A. Contract status teachers shall be defined as all teachers who are regularly employed by the district for a probationary period of three successive school years and who have been retained for the next school year.
- B. Contract status teachers will be evaluated in accordance with the evaluation process outlined in Section 7.2.
- C. The discussion of areas for continued professional growth which occurs during the post-evaluation meeting will also serve as the pre-evaluation meeting for the following school year unless the evaluator wishes to schedule an additional meeting(s) to modify the identified areas of continued professional growth.
- D. Teachers are expected to meet the district's performance standards and individual performance goals. When an evaluator has identified an area(s) needing professional growth, the evaluator will notify the teacher of such and will specify the level of growth desired.

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The teacher may ask the evaluator for suggestions and/or assistance in seeking ways to improve performance. Once a strategy for professional growth has been developed, the evaluator and the teacher will discuss possible timelines in which growth should occur and possible methods by which the evaluator may assess professional growth.

- E. At such time the evaluator determines that a teacher's overall performance is not satisfactory and that a Program of Assistance for Improvement may be necessary, the following will occur:
  - 1. The evaluator will notify a Human Resources administrator who will notify the Association of a potential Program of Assistance for Improvement.
  - 2. The evaluator will notify the teacher of the teacher's right to representation at each subsequent meeting pertaining to the teacher's evaluation.

### 7.4 Evaluation: Program of Assistance for Improvement (Contract Status Teachers)

- A. Contract status teachers who do not meet district performance standards or individual performance goals will be placed into a written Program of Assistance for Improvement to remedy any deficiencies specified in ORS 342.865 (1) (a), (d), (g), or (h).
- B. A Program of Assistance for Improvement may be implemented at any time that the evaluator deems it appropriate to improve the teacher's performance.
- C. A Program of Assistance for Improvement will be initiated by the evaluator after a meeting with the teacher. The teacher will be given advance written notice of the meeting, the purpose of the meeting, and of the right to representation at the meeting. During the meeting the teacher will be given a copy of Article 7— Teacher Evaluation of the Board/NCEA Collective Bargaining Agreement.
- D. The written Program of Assistance for Improvement shall include:
  - 1. The teacher's name, school, and current assignment.
  - 2. A general statement for the Program of Assistance for Improvement.
  - 3. A statement of each area in which the teacher is failing to meet district performance standards or individual performance goals.
  - 4. A statement of the program to be followed for each deficiency, which includes a description of the expectations which are to be met and the activities designed to remediate the teacher's performance. The program may include peer assistance.
  - 5. A statement of the monitoring system for each area of deficiency which will be used by the evaluator to determine improvement of performance.
  - 6. Inclusion of timelines, if necessary, for completion of various programs and/or monitoring systems.
  - 7. A meeting date at which time a final determination will be made regarding the teacher's progress. If necessary, intermediate dates may be established to monitor progress throughout the Program of Assistance for Improvement. During the final determination meeting, the evaluator will indicate whether a recommendation to extend the teacher's contract will be made or whether a recommendation for dismissal will go to the Board of Directors.

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7.5 Evaluation: Probationary Teachers

- A. Probationary teachers shall be defined as any teacher employed by the district who is not a contract status teacher.
- B. Probationary teachers will receive a written evaluation annually. The written evaluation will be based upon a minimum of two observations and any other relevant information gathered by the evaluator.
- C. The evaluation process for probationary teachers is outlined in Section 7.2.
- D. A post-evaluation meeting will be held with the probationary teacher at which time the evaluator will:
  - Review the written evaluation.
  - Discuss areas for continued growth.
  - Notify teacher of intent to renew or nonrenew contract.
- E. The discussion of areas for continued growth which occurs during the post-evaluation meeting will also serve as the pre-evaluation meeting for the following school year unless the evaluator wishes to schedule an additional meeting(s) to modify the areas of continued professional growth.
- F. At any time that the evaluator has determined that a probationary teacher is not meeting the district's performance standards or individual performance goals, and if lack of improvement in teacher performance may result in nonrenewal of contract, the evaluator will notify the teacher of the areas of concern. A Human Resources administrator will also notify the Association in writing of the name and assignment of the teacher, and the teacher will be advised of the right to representation at all future meetings pertaining to evaluation.
- G. A probationary teacher with identified areas of deficiency may ask for and be granted peer assistance in attempting to improve teaching performance.

7.6 Evaluation: Peer Assistance

- A. Peer assistance may be utilized for both probationary and contract status teachers whenever its use is practicable and reasonable to aid teachers to better meet the needs of students.
- B. Peer assistance will comply with the following conditions:
  - 1. Utilization must be voluntary on the part of the teacher needing assistance.
  - 2. No witness or document relating to the Peer Assistance Program or the record of the Peer Assistance Program shall be admissible in any proceeding before the Fair Dismissal Appeals Board, or in a probationary teacher nonrenewal hearing before the Board of Directors of the North Clackamas School District without mutual consent of the district and the teacher being provided peer assistance.

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3. The district and the Association will develop a program of peer assistance which may include, but not be limited to:
  - a. A pool of teachers willing to participate in such a program.
  - b. A compensation scheme for potential advisors.
  - c. Any other components of a successful peer assistance program.

**ARTICLE 8 – EMPLOYMENT RECORDS**

8.1 Official District Employment File

- A. Contents of the official district employment file, which is kept in the Human Resources Department, shall include, but not necessarily be limited to, the following:
  1. Performance evaluation reports (required state form and district form(s), if any);
  2. Academic transcripts;
  3. Completed application for employment;
  4. Records of additional academic work and related growth experience bearing on salary adjustments;
  5. Copies of commendations and suggestions relative to professional performance;
  6. Teacher licensure information;
  7. Any replies, comments, and explanations the individual signs and wishes to append to such data and reports;
  8. Any letter of reprimand or other official document of disciplinary action. Documents related to disciplinary action shall be retained in the official district personnel file as outlined in Section 8.3 F.
- B. There shall be only one official district employment file and all included documents may be used for disciplinary or evaluative purposes.

8.2 Supervisor's Employment Folder

Each supervisor will maintain a supervisor's employment folder to assist in supervisory responsibilities.

- A. Unless otherwise prohibited by this collective bargaining agreement, the supervisor's employment folder may contain any document related to the unit member's employment record for that specific school and/or unit. It shall include copies of all documents which have been forwarded to the unit member's official district employment file.
- B. While the supervisor may include any employment document or record in the supervisor's employment folder, only those documents which have been made known to the unit member and which the member has had the opportunity to read, sign, and attach a rebuttal, if desired, may be used for disciplinary or evaluative purposes. A unit member's signature on a document does not necessarily mean that the member agrees with the contents of the document.
- C. A derogatory document may only be placed in the supervisor's employment file after the unit member has been apprised of the document during a formal meeting of the supervisor, the member, and the member's representative, should the member choose to



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have representation. During this meeting the unit member shall be given a copy of the document and shall have an opportunity to attach a rebuttal to the document. Documents of a derogatory nature or which may lead to disciplinary and/or evaluative action and which are to be placed into the supervisor's employment folder, will be made known to the unit member within 15 working days of the event resulting in the writing of the derogatory materials.

- D. Any complaint received by a supervisor which has been made by any person other than a supervisor shall be filed separately from the supervisor's employment folder.
- E. All documents in the supervisor's employment folder which have been made known to the unit member shall remain in the supervisor's employment folder if the current supervisor leaves or is transferred. The supervisor's employment folder will not be forwarded to another location should the unit member transfer.

Any document of a derogatory nature may, upon the unit member's request, be removed from the supervisor's employment folder after three years of the initial date of the document providing there has been no subsequent documentation of similar or related member behaviors which resulted in the initial derogatory document.

- F. Privileged information, such as confidential letters and related personal references sought at the time of employment, are specifically exempted from review and shall not be filed in the official district employment file or the supervisor's employment folder. No copies of privileged information shall be made available to the unit member.
- G. Where a unit member has more than one supervisor, each shall maintain a separate file. Information will not be shared between these files unless it is disciplinary or evaluative in nature.

#### 8.3 Official District Employment File: Maintenance and Access

- A. All official records of unit members shall be kept in the official district employment file in the Human Resources Department under adequate protection at all times in accordance with ORS 342.850. Such records may be inspected only by the unit member concerned, by the superintendent or designee, or by others authorized in writing by the superintendent or the unit member.
- B. Unit members shall have the right, upon request, to review the contents of their official district employment file maintained in the Human Resources Department, in the presence of a Human Resources administrator or designee.

Unit members may request to review the documents in the supervisor's employment folder which have previously been made known to them. Such review shall only be done in the presence of the supervisor.

- C. An Association representative or the unit member's attorney may, at the member's request, accompany the member in reviewing the member's official district employment file in the Human Resources Department or the supervisor's employment folder.

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- D. Copies of any documents in the official district employment file in the Human Resources Department, shall be given to the unit member upon request or member's authorized representative upon written request. The Human Resources Department may charge the cost of reproduction of the copies requested. A similar request may be made for copies of documents contained in the supervisor's employment folder for documents which have previously been made known to the unit member. The Human Resources Department may charge the cost of reproduction of the copies from either request.
- E. Material will be removed from the official district employment file or from the supervisor's employment folder when a unit member's claim of inaccuracy is sustained by decisions rendered through the grievance process, the complaint procedure, an administrative investigation, or any other process mutually agreed upon by the unit member designee.
- F. All pertinent documentation used to substantiate formal disciplinary action of a unit member shall be considered a permanent part of the unit member's official district employment file in the Human Resources Department and shall not be removed from the file for any reason (ORS 342.850). The documentation used to substantiate formal discipline, including official letters of reprimand, will be placed in an electronic folder within the employee's official employment file. The folder will be accessible only by the superintendent, Human Resources administrator, and district legal counsel. A unit member shall have the right to attach a response and other relevant documents to any documentation included under this subsection.

### **ARTICLE 9 – REDUCTION IN FORCE**

#### **9.1 Layoff Reasons**

Unit members may be laid off only when their positions are eliminated or reduced as a result of the following (See Section 28.1.K):

- A. Inadequate funds available to the Board, provided that such reduction cannot be avoided by the exercise of the Board's taxing or other fiscal powers.
- B. A substantial reduction in pupil enrollment within the district.
- C. The discontinuance of a particular type of teaching service, provided that such discontinuance is not for arbitrary or discriminatory reasons.

#### **9.2 Layoff Procedure Instigation**

- A. As soon as the district perceives a need to reduce force as described in Section 9.1, the district will inform the Association of the proposed layoffs and the reasons for the reduction(s). Within five (5) work days from the time the Association is informed of the proposed layoff(s), the Association may notify a Human Resources administrator in writing of its concerns with the proposed layoff(s). The Association and District Human Resources administrator will review all data about the need for layoff, plan for implementation and discuss the issues concerning the layoffs within 20 days prior to the

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layoff. Prior to this meeting, the district shall provide the Association with all requested documents.

- B. If the district is proposing teacher layoff, it will notify the Association at least 10 calendar days before intended Board action on the layoff, except in case of Section 9.1 A. Notice shall be in writing and shall include the specific positions to be affected, the proposed time schedule, and the reasons for the proposed action.
- C. A unit member who is to be laid off or lose a position the following school year, except in case of Section 9.1 A, will be notified in writing by the second Board meeting in May of the current school year, unless the district can show cause to the Association for a delay of such notice until June 1.
- D. Twenty-four (24) hours prior to contacting the media about pending or actual layoffs, the parties will notify one another of the information to be released. If contacted directly by the media, the contacted party will notify the other to share information requested and given.

### 9.3 Layoff Rights

- A. A unit member who is notified that the position held will be eliminated shall have the right to displace the least senior member in the district whose work the unit member is licensed and qualified to perform.
- B. A unit member who displaces another unit member shall retain all benefits accrued in the previous position(s). Benefits do not include extended responsibilities.

### 9.4 Layoff Reduction to Part-time

A teacher's permanent full-time seniority status shall be retained if the teacher is reduced to part-time because of reduction in force. Any teacher who is being reduced to part-time shall receive notification as soon as possible, but no later than that specified in Section 9.2 C. The written notice shall include the number of hours of employment, the effective date of reduction, reasons for reduction, and conditions under which a return to full-time employment will occur.

### 9.5 Insurance while Laid Off

The district shall provide its contribution toward paid insurance benefits for a laid off employee for a period of three (3) months following the exhaustion of the employee's earned benefits. Subsequently, laid-off unit members may maintain membership in the group insurance programs at their own expense according to the provisions of each insurance carrier.

### 9.6 Seniority Computation

- A. For purposes of this Article, seniority will be computed from a unit member's first day of actual service in a licensed position in the district.
- B. Seniority shall continue to accumulate when unit members are on approved Board paid or unpaid leaves.

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- C. Seniority will not be broken by employment by the district in a position outside the bargaining unit. However, such time will not be counted in computing seniority except for time spent in other licensed positions.
- D. The following procedure shall be used to break ties, in the order indicated, when the years of service in the district as a licensed employee are equal:
  - 1. The unit member possessing the most experience as a licensed employee shall retain the position.
  - 2. The unit member possessing a master's degree or equivalent placement on the salary schedule shall be retained over a unit member who is placed on a lesser column on the salary schedule.
  - 3. The unit member possessing the greatest number of hours beyond the degree shall retain the position.
  - 4. In the event a tie remains, the order of seniority will be determined by the drawing of lots by representatives from the Human Resources Department and observed and recorded by the NCEA. The employees shall be informed of the results of the tie breaker.
- E. All seniority is lost when a unit member resigns, retires, is dismissed or nonrenewed. Unit members who are laid off shall retain all seniority held as of the effective date of layoff for a period of 36 months, but shall not accrue seniority during the period of layoff.
- F. For purposes of this Article, the Association president(s) and the president-elect/first vice president and the second vice president shall not be laid off during their term(s) of office. Upon completion of their term(s) of office, the elected officer(s) will return to the formerly held position(s). In the event the formerly held position has been eliminated as a result of the layoff reasons listed in Section 9.1, the elected officer(s) will return to a similar position based upon certification, qualifications, and seniority.
- G. The Human Resources administrator will provide the Association with a list showing the seniority, based on licensure, of district unit members by November 1 of each year and will provide the list again by February 1 and April 1. A Human Resources administrator will at all times have a current seniority list in the Human Resources Department. The Association may request an updated list at any time and the district will provide it. The list will be available for inspection during regular working hours by unit members and the Association.

9.7 Recall Procedures

- A. When a unit member is laid off, the district will institute a recall procedure which, when implemented, will ensure that members will be recalled in the reverse order of layoff but only into positions for which they are licensed to hold at the time of the recall. Recall will be initiated immediately upon resolution of any financial crisis or enrollment change or the reason which may have precipitated the necessary layoff, or upon the commencement of any favorable factor calling for increase of staff.

Unit members who obtain additional license endorsements during the time of layoff must bring to Human Resources the amended new license by July 1 to be considered for

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adjusted recall for the upcoming school year. A copy of the new license will be made and retained in Human Resources for the purpose of insuring that the district has correct license information when a recall is initiated.

- B. In the event of recall, the district shall notify a unit member of recall by licensed letter, return receipt requested, at the last address given to the district by the unit member. A teacher shall have 10 calendar days from receipt of the letter to notify the district of intent to return and must be able to return within 14 calendar days of receipt of the letter, except as provided by Section 9.7 C.4.
- C. A unit member who is laid off will remain on the recall list for 36 months after the effective date of layoff unless the unit member:
  - 1. Waives recall rights in writing;
  - 2. Resigns or retires;
  - 3. Fails to accept recall to the position held immediately prior to layoff or to a substantially equivalent position; or
  - 4. Fails to report to work in the position accepted within 14 calendar days after receipt of the notice of recall unless such member is sick or injured, or temporarily employed elsewhere. If the unit member has secured temporary employment elsewhere, 45 calendar days from the date of receipt of the notice will be allowed before being required to report for work.
  - 5. If the employee has secured employment with another school district, the employee shall have 65 days to return to employment with North Clackamas School District. If the employing district and NCS D agree to a release/return date that is less than 65 days, the agreed to date will be honored.

If the unit member wishes to remain on the recall list for up to an additional 36 months, the unit member will notify the Human Resources administrator of that desire by certified letter, return receipt requested, every six months and will keep the Human Resources administrator informed of current address and phone number. Failure to do this will result in removal from the recall list.

- D. Failure to return within 14 calendar days or within 45 calendar days if the unit member is temporarily employed elsewhere, or 65 days if the employee has secured employment with another school district, will be considered resignation of the member. If a unit member has notified the district of intent to return, but this return is temporarily delayed because of illness, the unit member may remain on the recall list to the end of the time specified in Section 9.7 C so long as continuing disability is verified by the member's physician and/or physician of the district's choice.
- E. All benefits to which a unit member was entitled at the time of layoff, including unused accumulated sick leave will be restored to the unit member upon return to active employment, and the member will be placed on the proper step of the salary schedule for the current position according to experience and education. A unit member will not receive experience credit for time spent on layoff nor will such time count toward fulfillment of time requirements for acquiring permanent status.

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### 9.8 Layoff or Recall Appeal

Any appeal from a decision on layoff or recall shall be solely through the Grievance Procedure, including the option of binding arbitration. Such appeals shall be made on an expedited basis which shall be as follows:

- A. The Association shall have 10 days from the time the employee receives written notice of layoff to request expedited arbitration. This request shall be in writing.
- B. The Association and the district shall then have 10 days to select an arbitrator. Failing to do so, the Association and the district shall request that ERB appoint an arbitrator who can hear the case within one (1) calendar month.

The results of such appeal shall be final.

### 9.9 Districtwide School Closure

In the event the district must close all schools due to loss of revenue, sufficient funds shall be reserved to cover all unit member's medical/dental insurance premiums at the current district contribution level for the following three (3) months.

## **ARTICLE 10 – REDUCTION IN WORK HOURS**

When the district proposes reducing the work hours of a unit member's position, the district will inform the Association of the reasons for the reduction, will stipulate the position description revision(s) and/or duties no longer to be performed, and will indicate the conditions under which the position will be returned to its previous hours. This includes extended contracts and extended responsibilities as well as regular contracts.

## **ARTICLE 11 – VACANCIES AND TRANSFERS**

### 11.1 Vacancies

#### Vacancy Postings

Notice of openings in the district will be posted on the district website as soon as the position is declared to be open and at least five working days prior to the closing date of the posting. The electronic posting and e-mail notification to members satisfies the notification process.

### 11.2 In-District Applicants

- A. Current district employees are encouraged to apply for any position in which they are interested, licensed, and qualified. In-district applicants who are interested in openings must submit a full application in accordance with District requirements. They are not required to submit letters of recommendation; however in-district applicants may submit letters of recommendation if they desire.
- B. Pre-Interview Process  
For positions that become vacant prior to August 15, completed applications of all internal applicants will be reviewed. If a hiring administrator determines not to interview

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an internal applicant, the hiring administrator shall contact the applicant prior to conducting any interviews. The unit member may request and shall be provided an opportunity to discuss the reason(s) for the denial. It is the employee's responsibility to be available for interviews during the summer break.

### C. Post-Interview Process

Each administrator who interviews a unit member requesting voluntary transfer into a position will inform the member in a timely manner of the hiring decision. If a decision is made not to grant a transfer, the unit member may request and shall be provided an opportunity to discuss the reason(s) for the denial.

## 11.3 General Provisions for Voluntary Transfer

- A. The major consideration in the transfer of personnel shall be the contribution to the programs of the district.
- B. Except for extenuating circumstances, unit members will not be voluntarily transferred into positions which become vacant for the next school year after August 15.
- C. Declared vacancies for the subsequent school year will be posted as described in Section 11.1 until the end of the school year. During the summer break, the Human Resources Department will maintain current listings of vacancies at the district office and on the district website.

## 11.4 Trading Assignments

Two unit members may trade assignments by transferring when approved by the responsible unit administrators and a Human Resources administrator. The trade will be contingent upon the unit members' certification and qualifications and will be for one school year to coincide with the unit members' work year. At the conclusion of the year, both unit members will return to previous assignments. If both administrators and both unit members agree, the trade may become permanent effective the second year. The decision to make the trade permanent will occur by May 1.

## 11.5 Transfer: Involuntary

- A. An involuntary transfer can occur for multiple reasons, including but not limited to the following:
  - 1. A substantial reduction in the funds available to the Board, or expenses exceed available funding.
  - 2. The discontinuance of a particular type of teaching service.
  - 3. The expansion of a particular type of teaching service.
  - 4. A change in pupil enrollment (school) (district).
  - 5. A reduction in building staff size (change in Title status).
  - 6. Boundary changes.
  - 7. School opening or closing.

The process defines specifically that the two overriding variables in the involuntary transfer process are district seniority and whenever possible a least-disruptive process.

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- In the event a unique or unforeseen situation occurs, the district and Association will review the matter in an effort to satisfy the interests of all the parties involved.
- If an involuntary transfer needs to occur, staff will not be placed in the following prioritized programs, but may apply for a position within these programs:
  - Dual Language Immersion
  - Structured Learning Centers – Academic
  - Transition Learning Centers (previously known as Structured Learning Centers – Behavior)
  - The following District Charters:
    - Clackamas Middle College
    - Clackamas Web Academy
- With the exception of the District negotiated prioritized programs, a unit member with more district seniority shall have priority regarding selection and placement into another assignment over other unit members with less district seniority, as long as the senior member is qualified—or can become licensed/qualified—by the time the unit member is to begin performing the duties of the new assignment.
- In the event that a unit member needs to be involuntarily transferred, the following process will be considered when adhering to least disruptive. The unit manager will determine the grade level/department that will be affected. The following will be considered:
  - ✓ The least senior member at the affected grade level or department will be the person involuntarily transferred unless a more senior member volunteers to leave or the least senior member qualifies for one of the following:
    - The least senior member is on a plan of assistance
    - The least senior member is in probationary status and is in the first three (3) years of the profession and has had at least one student contact day in their current building
    - The transfer creates or worsens a linguistic, race, or gender imbalance. The following qualifiers will be considered, in no particular order:
      - Bilingual/Multilingual ability – least senior member retained has bilingual or multilingual ability relevant to the building assignment where 10% of the school’s student population have in common a language other than English spoken at home, and the professional educator is proficient in ACTFL Level 4 (or equivalent) of that language. The intent is to not diminish the percentage of staff to students relative to the school community’s linguistic demographics.



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- Racial Balance – change in assignment of least senior member would decrease the building’s percentage of educators who reflect the racial makeup to less than that of the historically underserved student populations at the school site. The intent is to not diminish the percentage of staff who represent historically underserved students relative to the school community’s racial demographics.
  - Gender Balance – change in assignment of least senior member would eliminate or decrease the building’s percentage of underrepresented male or female educators, to less than 30% percent of the grade level/or departments staff population.
  - Seniority rank will be utilized as these qualifiers are being considered.
- ✓ In the event that no opening exists at the time during the year when the unit member must be involuntarily transferred, the unit member will displace the least senior member in the district in any position for which the involuntarily transferred unit member is licensed/qualified to teach.
- In the event no vacancy exists at the time the involuntary transfer is being considered, then the unit member’s seniority rights as stipulated in Section 9.3.A in the agreement, shall be determined and activated when appropriate.
  - Prior to the implementation of an involuntary transfer, the Executive Director of Human Resources will notify the Association in a timely manner and arrange a meeting with the parties in interest to explain the cause of the transfer(s), to review the procedures and rights of those involved, and stipulate the timelines for implementation.
- B. If an involuntary transfer is necessary and a tentative decision for such involuntary transfer(s) is determined, but prior to the final decision being made, a meeting will be held to inform the unit member of the reason(s) for such transfer. The unit member will be given the opportunity to ask questions regarding the proposed transfer and, if appropriate to the cause of the proposed transfer, to present evidence and/or reasons on their behalf to dispute or to alter the conditions of the proposed transfer. The meeting will include the unit member involved, unit member representative, the principal, and the superintendent or designee, at which time the member will be informed of the reasons for the transfer. The meeting shall be preceded by a written notice of the subject to be discussed at the meeting.
- C. Notice of involuntary transfer shall be given to the unit member as soon as the decision to transfer has been made. Notification during the summer shall be by certified letter, return receipt requested, to the most recent address on file in the Human Resources Department.

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- D. The unit member shall be informed of appropriate vacancies known at the time of the transfer and shall be able to indicate preference of assignment.
- E. The unit member shall have the opportunity to visit the new assignment prior to transfer.
- F. When a unit member is required to involuntary change building assignments after school has started, adequate time (three to five working days) shall be given without class responsibility for moving and preparing for a new assignment. Other options agreeable to the district shall be considered.
- G. A unit member involuntarily transferred due to a reduction in force will be allowed to transfer back to the original building within three years of the involuntary transfer when an opening exists for which the unit member is qualified.
- H. Normally, no unit member shall be subject to an involuntary transfer more than two times in any five-year period. Exceptions would include those transferred due to staff reductions.
- I. Notice of placement shall be given to transferred unit members as soon as a decision has been made and where possible, before the end of the school year. If the district cannot place a unit member by the end of the school year, it will so notify the unit member prior to June 10, including the difficulty, and what placement is available prior to June 10. The unit member will then be allowed to choose the district's current placement offer, if one exists, by the end of the school year or will wait for a later placement.
- J. An involuntary transfer shall not be considered discipline. The district has the right to involuntarily transfer staff; involuntary transfer is not subject to just cause.

#### 11.6 Transfer Interviews

Before a unit member is assigned or transferred, the receiving principal shall interview the applicant.

#### 11.7 Elementary Intra-building Transfer

- A. Notification of change of assignment in teaching duties within a school shall occur as follows:
  - 1. The supervisor will explain to staff why a transfer is needed and request volunteers.
  - 2. Prior to the last contract day, members will be given up to a week (7 calendar days) to volunteer.
  - 3. If the supervisor determines to not offer the position to a volunteer, the supervisor shall contact the volunteer to provide an opportunity to discuss the decision.
  - 4. If no one volunteers after one week (7 calendar days), the supervisor will communicate with a specific group of qualified members. The supervisor will repeat the volunteer request to the specific group and indicate they are the likely candidates.
  - 5. After following the process outlined in 11.7.A.1-4, the supervisor retains the right to make the final staffing decision.

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6. Should an intrabuilding transfer need to happen after the last contract day, or after school has started, the timeline may be expedited.
7. If the unit member feels additional time, compensation, or other relief is needed for preparation for this assignment change within the school, the member will consult with the supervisor.

B. Where financial loss shall result, such as loss of extended responsibility assignment, notification of assignment change shall be made by June 1, except for circumstances beyond the control of the supervisor. The supervisor shall give two days notice to the unit member in advance of meeting for the purpose of discussing change.

### 11.8 Transfer of Materials and Equipment between Buildings

The district and Association will jointly develop a procedure to ensure the safe transfer of materials, books, and equipment between buildings when a unit member is involuntarily transferred. Unit members are responsible for the safe transfer of personal belongings. Unit members may request that the district transfer personal materials, but the district will not be responsible for the safe transfer of those materials.

### 11.9 Merger of Schools/Opening of New School

In the event of a closure of one school which results in the merging of those students into another school(s), or in the event of the opening of a new school which requires the movement of unit members from an existing school(s) to a new school, the district and the Association shall mutually develop a plan for movement of the unit members which will be consistent with this Article and Article 9 – Reduction in Force. This plan will be distributed to all affected members. When the merger of schools or the opening of a new school requires additional teacher work days beyond the regularly contracted number, and when the district mandates those days, unit members shall be paid for those days. All additional days shall be approved in advance by the superintendent and paid according to the following criteria:

- A. Duties which are not part of the unit member’s job description and which are not included in the Standards of Competent Performance for Teachers shall be paid at the curriculum rate. These duties include, but are not limited to: packing, unpacking, moving materials and belongings, and taking down and setting up a classroom.
- B. Duties which are part of the unit member’s job description and which are included in the Standards of Competent Performance for Teachers shall be paid at the individual unit member’s per diem rate. These duties include, but are not limited to, activities associated with diagnosing, prescribing, or facilitating learning activities for students; the evaluation of students; developing positive student relationships and classroom management; and professional development.

## **ARTICLE 12 – TEACHER CONTRACT YEAR**

### 12.1 Contract Year Description

The base contract year for teachers shall be 193 days. Teachers new to the district will work 196 days during the first year of employment with North Clackamas schools. Two of those days, paid at curriculum rate, will be worked the week prior to the first reporting day for all teachers. For the duration of this agreement, within 193 days there shall be:

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### Elementary school—

- (6) Six paid holidays (Labor Day, Veterans' Day, Thanksgiving, Martin Luther King, Jr. Day, Presidents' Day, and Memorial Day).
- (4) Four days of district staff development/in-service. This is a total of 30 hours participating in district staff development/in-service and 2 hours of duty-free lunch period.
- (12) Twelve teacher work days including 3 report prep days, 1 room close day

### Middle school—

- (6) Six paid holidays (Labor Day, Veterans' Day, Thanksgiving, Martin Luther King, Jr. Day, Presidents' Day, and Memorial Day).
- (3) Three days of district staff development/in-service. This is a total of 22.5 hours participating in district staff development/in-service and 1.5 hours of duty-free lunch period.
- (8) Eight teacher work days.

### High school—

- (6) Six paid holidays (Labor Day, Veterans' Day, Thanksgiving, Martin Luther King, Jr., Day, Presidents' Day, and Memorial Day).
- (4) Four days of district staff development/in-service. This is a total of 30 hours participating in district staff development/in-service and 2 hours of duty-free lunch period.
- (7) Seven teacher work days.

### Non-grade span specific –

- (6) Six paid holidays (Labor Day, Veterans' Day, Thanksgiving, Martin Luther King, Jr. Day, President's Day, and Memorial Day.)
- (4) Four days of district staff development/in-service. This is a total of 30 hours participating in district staff development/in-service and 2 hours of duty-free lunch period.
- (7) Seven teacher work days.

Unit members not assigned to a specific grade span will be assigned to follow the high school calendar. Should the unit member and supervisor mutually agree to assign the unit member to the elementary or middle school calendar, this agreement and calendar assignment will occur before the last day of August.

Out of work days prior to the first day with students at the beginning of the school year, half of the time will be at district discretion and half of the time will be for teacher preparation.

The district may require all teachers to work one additional day for in-service education when students are not in attendance. This additional day shall be paid at each individual teacher's daily rate on the licensed salary schedule. In years the district exercises this option, the district shall notify all teachers by May 15 of the preceding school year.

Annually by October 8, unit members will receive the dates and times for that school year's scheduled work days and in-service days in written form.

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### 12.2 Teacher Attendance on District In-Service Days

#### 1. Full-Time Licensed Employees

All full-time licensed staff, both elementary and secondary, are expected to be in attendance for the duration of district-required in-service days. Full-time staff members who split assignments between schools should attend the in-service in the building where they spend the majority of their time. If attendance at a different building is more appropriate, these teachers should seek advice and approval from the appropriate building/district administrator(s) prior to each of these days.

#### 2. Part-Time Licensed Employees

Attendance on both in-service and report preparation days is mandatory. Part-time teachers and specialists are expected to be at work for the entire day, even if it would not have been a regularly scheduled day. These teachers will receive additional pay for working eight hours.

### 12.3 Report Preparation Days

Any day designated as teacher report preparation day(s) shall not be used for general or building staff meetings, for in-service education, or for parent conferences. Such days shall provide teacher time for recording and summarizing data to be used in reporting and recording pupil progress. Report preparation time shall be the full eight hours of the designated contracted day(s). Members may elect to perform grading and other professional responsibilities on these days away from the work site, except for the last report card preparation day of the year. If exercising this option, they will notify their supervisor by the day before and be available by phone during the work day. The member shall use the eight-hour day to do student grading and perform other professional responsibilities. The eight-hour day may be modified as outlined in article 13.1. The district will establish a uniform procedure for members to exercise this option.

### 12.4 Subject Matter Day

The statewide subject matter day in October is a non-contract day (unpaid) for teachers.

### 12.5 Counselors

Elementary counselors receive one (1) additional contract day. Middle school counselors receive four (4) additional contract days. High school counselors receive six (6) additional contract days.

### 12.6 Structured Learning Center-Academic (SLC-A)/Transitional Learning Specialist-Behavior (TLC-B)

1. All high school and middle school SLC-A/TLC-B teachers will have four (4) floating workdays each contract year. All elementary SLC-A/TLC-B teachers will have six (6) floating workdays each contract year. The unit member has the option of release days or working 32 or 48 additional hours, depending on the level, at curriculum rate. The release days or additional hours are to be used in full-day increments, pro-rated to FTE assignment and contract.

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2. These workdays will be used on-site for work completion. Chosen dates will require three (3) school days advanced notice and will need to be approved by the building administrator.
3. For temporary teachers hired after the start of the contract year, the number of release days available will be pro-rated to the length of the unit member's contract.

### ARTICLE 13 – TEACHING DAY

#### 13.1 Working Day

Regular building hours for unit members shall be eight hours per day. Starting and dismissal times, which may vary from school to school, shall be determined by the Board. Unit members, through principals, shall be consulted as to how times will affect building needs before bus schedules are set. There may be variations in individual unit member's starting and quitting times as approved by the principal. The building principal/administrator shall ensure that arrangements are made for restroom breaks for any unit member who is responsible for supervision of students for more than two continuous hours.

For the duration of this agreement, on schoolwide parent conference days, the days starting and ending times may be adjusted by the principal after consulting with staff to accommodate conferences beyond the regular ending time. The adjusted day(s) will not exceed eight consecutive hours, including lunch and preparation time. During conference days, each teacher will be granted 45 minutes for lunch/dinner plus an additional 30 minutes for set-up and prep. Each building through collaboration of administration and staff will determine when during conferences the 30 minutes is scheduled.

#### 13.2 Uncompensated Duties Outside the Eight-Hour Day

- A. Unit members shall spend time outside of building hours to the extent necessary for the following:
  1. Adequate preparation for instruction.
  2. One annual assigned community engagement event during the work week not to exceed three (3) hours (e.g. open house night, ELD night, Title 1 parent night). Unit members are encouraged to attend other community engagement events.
  3. Individual pupil and/or parent consultations requested by the parent/guardian or the unit member at times other than parent conference dates scheduled by each building. Unit members shall schedule such consultations at a mutually agreed upon time. When establishing a consultation, unit members may elect to include an administrator/designee. For the safety of all meeting participants, the unit member may decline to meet at a time when an administrator/designee is not on site.
  4. Other uncompensated activities cooperatively planned between unit members and principal and those of an emergency nature required by the principal.

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- B. Unit members shall be required, as part of their professional duties, to attend monthly building meetings not to exceed 30 minutes in length beyond the work day.

### 13.3 Compensated Duties Outside the Eight-Hour Day

Duties outside the eight-hour day which are not specified in Section 13.2 A, shall be required only when they are compensated at the curriculum rate of pay or when the unit member and principal shall have agreed in writing upon the amount of time and the dates and times for use of compensatory time equal to no less than the actual time required. Such duties may include additional staff meetings or scheduled schoolwide parent conference appointments which are held outside of building hours for the convenience of the parent (See Section 19.3).

On scheduled schoolwide parent conference dates (fall and spring), unit members who must schedule parent conference appointments outside of building hours for the convenience of the parent will receive compensatory time equal to time required beyond member's regular hours.

### 13.4 Lunch Period

The working day shall include a 30 consecutive-minute duty-free lunch period to commence within five hours of the beginning of student contact time. Unit members will inform the office when leaving from and returning to the building during their scheduled duty-free lunch period. Working day for unit members employed less than full time shall be based on an equivalent portion of normal working day for full-time members. Unit members working less than two-thirds time may be provided with a duty-free lunch period; however, this shall be in addition to their regular assigned duty time.

### 13.5 Preparation Time

If a teacher and the Association agree to a year long or grading period schedule that causes the teacher to lose preparation time during the student contact day as stipulated in this agreement, the teacher will be compensated at the teacher's individual hourly rate of pay for loss of preparation time. The teacher, Association, and the District will enter into a memorandum of understanding if such a variation or exception occurs.

#### A. Grades K-5

##### 1. Preparation Time Outside the Student Day

In addition to their 30 minute lunch period, classroom teachers shall have daily preparation time during which they shall not be assigned to any other duties. Teachers in grades K-5 shall have no less than 300 minutes per week outside of the student day designated as uninterruptable individual preparation time for the purpose of classroom preparation. The protected preparation time will be accomplished as follows:

- Elementary preparation time before the school day shall consist of a minimum of 30 minutes prior to the students' arrival time in the classroom, and will be kept free of assigned meetings and student supervision until 10 minutes prior to the beginning of the student school day.
- Elementary preparation time at the end of the school day may be used for meetings and other professional work two days of each full week.

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- Elementary teachers shall have three (3) unassigned afternoon preparation periods for each full week. Teachers shall have no more than eight (8) assigned afternoons of professional activity in any full month.
- Elementary teachers' starting and ending times will be established to ensure preparation minutes.

### 2. Preparation Time Within the Student Day

In addition to the 30 minute lunch period and the 300 minutes per week outside the student day there shall be preparation time within the student day as follows:

- Minimum prep time for teachers in grades K-5 must include 30 minutes per day within the student day.
- Every effort will be made to provide 30 minutes per day during the student day for elementary physical education and music specialists. They will be provided 150 minutes per week during the school year. This time will be distributed throughout the week during the student day and will be based upon the number of class sections and the individual teacher and/or building schedules.

### 3. Additional Preparation Time Beginning in 2017-2018

Beginning the 2017-2018 school year, elementary teachers will have one additional preparation period of no less than 30 minutes in duration for a total aggregate protected preparation time of not less than 480 minutes per week.

### B. Grades 6-12

Middle and high school teachers shall be provided with no less than one period during student contact time each day for the purpose of classroom preparation. Such time will be protected from building or district-level meetings.

### C. All Grades

Other teachers who are not regular classroom teachers shall be provided with preparation time to the same extent as classroom teachers. Such time will be scheduled collaboratively by the supervisor and unit member. For those who work in one or more buildings, the unit member and his/her supervisor will establish a weekly schedule.

Any teacher K-12 whose FTE is less than full-time will have prorated preparation time according to their FTE and individual teacher schedule.

Full-time K-12 special education teachers who are assigned self-contained academic or transitional learning center behavior classrooms will be compensated at the teacher's individual hourly rate of pay for loss of preparation time during the student contact day if their students cannot be scheduled to other classes or with another teacher during that time.

### D. Dual Grade Elementary

Dual grade elementary general education classroom teachers will be given one additional day prior to the first day of the school year (curriculum rate) and three release days during the year for curriculum planning, collaboration, and work completion. The employee has the option of three release days or working 24 additional hours at curriculum rate. The three release days or 24 hours are to be used in full-day increments, prorated to FTE and contract length.



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Teachers hired after the beginning of the teacher contract year will not have access to the additional work day prior to the school year. Teachers hired after the beginning of the teacher contract year will also have the remaining three days of release time reduced in accordance with the start date, i.e. if a teacher starts during the first trimester he/she will receive three release days. If a teacher starts during the second trimester the teacher will receive two release days. If a teacher starts during the third trimester he/she will receive one release day.

### 13.6 Teachers Substituting for Other Teachers

- Grades K-5—
  - When it is necessary for a teacher to substitute for another teacher, an administrator may, after seeking volunteers, assign a teacher(s) to supervise students/classroom. Any teacher assigned to cover an elementary classroom for an absent teacher shall receive the substitute daily rate of pay for that day/half day. If the students in a classroom are split amongst multiple assigned teachers, the half-day or full day pay shall be split equally amongst the assigned teachers.
  
- Grades 6-12
  - No teacher shall be required to substitute for another. Substituting does not include on-call practices or one teacher voluntarily substituting for another. When it is necessary for a teacher to substitute for another teacher at the request of the building administrator, additional pay will be:
  - Middle school — one period of the daily sub rate for each regular period of substituting.
  - High school — one period of the daily sub rate for each period of substituting.

## **ARTICLE 14 – CONTRACTED SERVICES**

During the life of this agreement, no work presently performed by teachers shall be regularly performed by any nonmember of the unit or regularly subcontracted to any other party without written mutual agreement between the Board and the Association. The written agreement will stipulate the conditions of each subcontracting arrangement.

In the event nonrecurring, unique, or short-term instructional emergencies arise that cannot be met by available district personnel, the district shall make such assignments as necessary to meet the emergency condition.

## **ARTICLE 15 – TEACHING CONDITIONS**

### 15.1 Class Size

- A. The district shall make every effort to prevent excessive class enrollment by equalizing class loads within the school, by transferring teachers where necessary, or by adding staff when feasible.

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- B. In the event a teacher perceives that a classroom assignment contains an inequitable number of special-needs students, that teacher may request a review of student placement in that classroom.
- C. The district will review specialist caseload numbers at least three times annually on December 1, June 30 and once after winter break to coincide with the end of the first semester at high school/middle school and second trimester at elementary school/New Urban High School. Learning specialists, speech language specialists, and English language development specialists who perceive they have an inequitable caseload within their job group may, at any time after the December 1 count and considering the adjusted child count, request a review with the immediate supervisor and the Executive Director of Student Support Services or the Director of Services for English Language Learners. If there is no satisfactory determination at that level, an appeal may be submitted to the superintendent or designee.
- D. Student Support Services, in collaboration with the Association, will create a protocol by the start of the 2016-2017 school year, for all specialists to request a day of support, either substitute release or additional support, if a unique circumstance arises where a specialist might need extra relief.

### 15.2 Reference Library

The Board and Association mutually recognize the importance of continuous use of teaching reference material in maintaining a high level of professional performance. In furtherance of that recognition, the Board shall strive to provide a teacher reference library in each school in the district and include texts which are reasonably requested by members of that school.

### 15.3 Facilities for Teachers

- A. The Board and Association agree to work together to identify those schools in which adequate lounge, lunchroom, and restroom facilities for use by adults are available and appropriately furnished. Following identification of inadequate facilities, a planned program to provide such facilities will be mutually agreed to, allowing reasonable time for appropriation of funds. Provision for such facilities will be made in all future construction.
- B. Each building shall have a telephone line primarily for member use, with some degree of privacy.

### 15.4 Safe Working Conditions

The Board and Association agree to work together to promote safe working and learning conditions. In case a unit member sees a situation as unsafe and the supervisor does not, it will not be considered insubordination for the unit member to report it to the executive director at the corresponding level.

- A. Licensed staff shall be informed prior to being assigned student(s) with documented behaviors that present a safety concern to the students or staff. Licensed staff shall be provided with specific information about the known behavior pattern(s) of the student(s) and with suggested strategies for managing these behaviors.

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- B. In the event a classroom assignment contains an inequitable number of students whose behavior persistently requires intervention at any level, that teacher shall request an administrative and association review of student placement in the classroom.
- C. Upon allegation that a student has committed assault or battery upon a teacher, the administrator shall follow the procedures outlined in the North Clackamas School District Student and Family Handbook. The same shall apply when a student threatens the teacher's property or family members.

### 15.5 Student Discipline

The North Clackamas School District Equity policy guides our work by stating: "As each student enters a North Clackamas school, dreams are nurtured, history and cultural heritage are celebrated, love of learning is fostered, educational, physical, emotional and social needs are supported." In order to achieve this for each student and staff member, each site shall apply the following levels of behavior intervention and disciplinary actions.

Level One: These interventions aim to teach correct alternative behavior so students can learn and demonstrate safe and respectful behavior. Classroom teachers, as defined by job description, are responsible for using a variety of teaching and classroom management strategies at this intervention level, which include but are not limited to:

- Contacting parent or guardian
- Conferencing with parent or guardian
- Conferencing with the student to establish short-term behavior goals
- Maintaining accurate records and may also include:
  - Incorporating conflict resolution and restorative practices strategies upon training

Level Two: These interventions aim to engage the student's support system to ensure successful learning and consistency of interventions and to change the conditions that contribute to the student's behavior. Support staff (may include counselors, mental health providers, behavior specialists, deans, and others as defined by job description) are responsible for using a variety of strategies at this intervention level, which include but are not limited to:

- Contacting parent or guardian
- Conferencing with parent or guardian
- Conferencing with the student to establish short-term behavior goals
- Maintaining accurate records and may also include:
  - Incorporating conflict resolution and restorative practices strategies upon training

Level Three: These interventions and disciplinary actions aim to correct the behavior by stressing the seriousness of the behavior while keeping the student in school. When supports have been put in place but the behavior is severe, persistent, and/or impactful on the learning environment, Administrative staff (may include administrator, assistant principal, dean, behavior specialist, TLC teacher, and others as defined by job description) will make disciplinary decisions and create a plan for handling students removed from class, including in the event administrative

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staff is unavailable. They shall also facilitate the response to the student, family and involved staff at this intervention level, which includes but is not limited to:

- Reviewing any written referral in a timely manner and conferring with appropriate staff
- Writing referrals and conferring with parent or guardian and appropriate staff
- Facilitating team meetings with student, parent or guardian, classroom teacher, support staff, school psychologist, etc.
- Maintaining accurate records and may also include:
  - Incorporating conflict resolution and restorative practices strategies upon training

Level Four: These interventions are appropriate when interventions and supports have been put in place but the behavior is escalating, severe, persistent, and/or impactful on the learning environment. Administrative staff (may include administrator, assistant principal, dean, and others as defined by job description) will make disciplinary decisions and create a plan for handling students removed from class, including in the event administrative staff is unavailable. They shall also facilitate the response to the student, family and involved staff at this intervention level, which may include but is not limited to:

- Enacting short-term suspensions and conferring with parent or guardian and appropriate staff
- Referring to IEP team or 504 team
- Revising IEP or 504 plans as needed
- Incorporating conflict resolution and restorative practice strategies upon training
- Maintaining accurate records

Level Five: These interventions focus on maintaining the safety of the school community and ending self-destructive and dangerous behavior. These are appropriate when the student's behavior seriously affects the safety of themselves or others in the school environment. Administrative staff (may include administrator, assistant principal, dean and others as defined by job description) will make disciplinary decisions and create a plan for handling students removed from class, including in the event administrative staff is unavailable. They shall also facilitate the response to the student, family and involved staff at this intervention level, which may include but is not limited to:

- Extending suspension between 8-10 days and conferring with parent or guardian and appropriate staff
- Making expulsion recommendation
- Providing alternative educational placement
- Maintaining accurate records

## **ARTICLE 16 – TEACHING STATUS**

### **16.1 Temporary Teacher**

The temporary teacher shall be given written notice of the beginning, and when possible, the ending dates of such temporary employment period. The district shall have no obligation to such temporary teachers beyond the ending date of such temporary employment or the return of the

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teacher on leave except for the provision of earned insurance benefits. When a temporary teacher is replacing a teacher on unpaid leave, the number of district-paid premiums shall not exceed the number of district-paid premiums paid had the regular teacher not been on unpaid leave (See Article 26). If the vacancy for a temporary position was created by an employee taking protected leave, the duration of the protected leave shall define the length of the temporary position. The actual start and/or end dates of this temporary position may be adjusted by the District with two working days' notice based upon the needs of the teacher on protected leave.

In the event a temporary teacher is placed on probationary status in the district, the teacher shall be given credit for satisfactory performance during the period of temporary employment to be applied toward fulfillment of probationary requirements.

Teachers may be employed on a temporary basis for the following reasons in accordance with ORS 342.815(10):

- A. A new position is created after August 15.
- B. A position is not filled until after the opening of school.
- C. A position is created for innovative or experimental programs.
- D. A position is funded only for a year or less by state or national programs or other monies beyond the regularly-budgeted continuing programs. While teachers hired as temporary through special funding sources extending beyond one year may attain contract status in accordance with the provisions of ORS 342.805-342.937, the specific positions will remain temporary so long as they are funded through special funding sources.
- E. A position is created to replace a unit member who is on authorized leave from the district.

### 16.2 Probationary Credit toward Permanent Status

When an employee works 135 consecutive days or more at .5 FTE or greater in a school year in a contracted licensed position, it shall be counted as one year of experience toward contract status.

### 16.3 Part-time Teachers Returning to Full-time Teaching

Teachers who have chosen to work part-time, other than those referred to in Article 9, and who desire to return to full-time shall not have the right to displace a full-time teacher even though the part-time teacher has more seniority.

### 16.4 Part-Time Pay—Grades 6-12

Part-time teachers shall be paid according to their prorated FTE based on an eight-hour day.

### 16.5 Teacher Attendance on In-Service/Report Preparation Days

The guidelines for teacher attendance on report preparation days designated as In-Service/Report Preparation days are specified in Section 12.2 and Section 12.3.

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### 16.6 Part-time and Job Share Levels of Responsibility

The district and the Association both recognize that circumstances may exist wherein it is mutually desirable to provide for circumstances in which two employees share the duties and responsibilities of a single position.

- A. At the time a part-time teacher is hired, or when a shared-classroom assignment is established, or when a full-time teacher is reduced to part time, agreement shall be reached between part-time teachers and principals regarding attendance at faculty meetings, open houses, etc.
- B. Only current regular half-time or more (not temporary) employees shall be eligible for job sharing. If two employees wish to job share, they shall jointly submit a plan to the building principal by April 1 for the following school year. The plan submitted shall specify the specific curriculum and other responsibilities of each of the job share participants including teachers' preference for half or full day job share arrangement. Job sharing will be granted annually upon the mutual agreement of the two employees, the building principal, and the Superintendent or his/her designee. If the job share arrangement is to be continued from one year to the next, a new plan must be submitted and approved each year.
- C. Job share participants shall, for the period of the job sharing assignment, retain the rights of their contracted FTE when the job share assignment is terminated. If both parties mutually agree to continue the job share position, the parties shall submit a new plan for approval to their principal and the district by April 1.
- D. In the event teachers who are participating in a job share demonstrate through performance or conduct that conflict exists between the teachers, and if the conflict cannot be resolved through the peer mediation process, the district reserves the right to discontinue the job share and reassign the teachers.
- E. Teachers who agree to job share with an NCEA officer will be restored to their former FTE and equivalent position at the end of the job share.

## **ARTICLE 17 – SPECIALISTS**

The Board and Association recognize that an adequate number of competent specialists are essential to an effective educational program. These may include the following specialists: instrumental music, vocal music, learning, behavior, occupational/physical therapist, autism, Title I, physical education, library/media, speech/language pathologist, counselors, nurses, social workers, drug intervention specialists, English language development specialist, and others suggested by the individual faculties.

## **ARTICLE 18 – NONTEACHING DUTIES**

### 18.1 Nonteaching Responsibilities and Duties

Unit members will not normally be required to perform custodial, clerical, or supervisory duties that interfere with their primary responsibilities.

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18.2 Pupil Transportation

Unit members shall not be required to drive students to activities which take place away from the school building. A member may do so voluntarily, however, with advance approval of the principal or immediate supervisor. The unit member shall be compensated at the agreed-upon rate for personal automobile use.

Unit members using their automobiles while engaged in district business, including transporting of students, shall be covered under the district's automobile liability and property damage insurance. The district's insurance will be in effect above and beyond the minimum required statutory limits for automobile liability carried by members.

ARTICLE 19 – PAID LEAVE

19.1 Bereavement Leave

Leaves not to exceed three total working days per bereavement will be granted for a death of someone associated with a unit member defined as follows:

- A. All relatives, including step relatives, of self, spouse, or domestic partner
- B. Other persons who have lived in a member's household as family members or in loco parentis.
- C. Close personal friend.

When a unit member is required to travel out of state for bereavement purposes, up to two additional days of leave may be granted by the superintendent or his/her designee, to be deducted from leave as defined in Article 19.2. Bereavement Leave is noncumulative.

19.2 Personal and Business/Emergency Leave

Three (3) days are defined as personal leave and two (2) days are defined as business/emergency leave as outlined below. These leaves are non-cumulative. No more than two (2) consecutive work days may be taken as personal leave. It is agreed that three (3) days can be used for personal purposes and a member is not prohibited from using those two (2) days for the extension of school breaks or holidays. Such leaves may only be taken in full or half day increments if a substitute is required. The inability to report to work because of District school closure due to inclement weather or District declared emergency closure is covered by Section 19.9.

Personal Leave Usage and Costs: The District and NCEA agree to review Article 19.2 during negotiations of a successor agreement.

Business/Emergency Leave may be accessed prior to applying for state and/or federal family medical leave. The following are the only valid uses of business/emergency leave:

- A. Marriage or graduation of unit member or member of unit member's immediate family.

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- B. PERS appointment.
- C. When sick leave has been exhausted, medical/dental appointments which cannot be made outside of the work day.
- D. Need to attend to legal or governmental matters which cannot be scheduled outside the school day (e.g. meeting with personal attorney, Internal Revenue appearance, adoption, family domestic relations court appearance).
- E. Crisis in the unit member's family.
- F. Catastrophes to unit member's personal or real property such as fire or flood damage to home.
- G. Return from travel delayed by cancelled air flight, transportation strike, or automotive mechanical difficulties.
- H. When sick leave has been exhausted, available business/emergency leave may be accessed to care for a unit member's sick child.
- I. Religious Observances
- J. For personal child care in the event that care provider becomes unexpectedly unavailable.
- K. Required business that cannot be conducted outside of the work day.
- L. Exceptions to the limitations outlined above may be made with the approval of the building principal or administrator.

19.3 Compensatory Time Leave

- A. Unit members who receive compensatory time have the option to use it in blocks of half-day or full-day leaves when a substitute is required. When taken in this manner, date for use shall be mutually determined by the unit member and principal or supervisor for the time requested.
- B. For any absence not requiring a substitute, compensatory time will be prearranged between the unit member and the principal or supervisor for the time requested.

19.4 Court Appearance/Jury Duty Leave

Appearance before a court, legislative committee, or other judicial body as a witness in response to subpoena or other compulsion, including jury service, shall be granted. Any notification for appearance other than under compulsion, similar in effect to subpoena, must be approved by the principal. Fees paid for this service on school contract days in excess of \$10 per day shall be payable to the district. If pay exceeds the unit member's pay, the unit member shall retain the excess.



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19.5 Professional Leave

- A. Unit members may be granted two days, noncumulative (except as specified in Section 19.5.C), but accountable leave without loss of pay to attend professional meetings, educational conferences, or to visit other classrooms. Unit members will make requests for this leave to the principal. Upon principal's approval, the request will then be submitted to a Human Resources administrator for final approval. When the district approves attendance at professional meetings, the district will provide a substitute where needed and reimbursement for registration.
- B. For a unit member using professional days during the school year, content of the professional activity must be related to one of the following:
  - 1. Major district/school curriculum emphasis for the current school year.
  - 2. District/school staff development goals for the current school year.
  - 3. Majority of the member's assignment for the current school year.
  - 4. Member's personal/professional goals for licensure or advanced degree programs.
  - 5. The member's continuing professional development plan.
  - 6. Other areas mutually agreed upon by the member and unit administrator.
- C. A unit member may accumulate five days in any five-year period to attend a regional or national conference. The request to carry professional leave days forward must be made to the Human Resources Department in writing prior to the end of the school year. Unit members may not carry professional leave days forward retroactively. The unit member must either be a member of the sponsoring organization or the content of the conference must relate to a majority of the unit member's teaching assignment. Amount of reimbursement is not to exceed the amount available to a unit member who is not accumulating professional days.
- D. Unit members may apply for and be granted professional leave on noncontact days.

19.6 Sick Leave

- A. A total of 10 full working days per year with full pay shall be allowed each full-time unit member as current annual sick leave. Such sick leave shall be credited to the member on the first active day of teaching service.
- B. When unit members begin service after the beginning of the school year, sick leave shall be credited on the first day of active teaching service and shall consist of one day for each payroll month remaining in the school year.
- C. A part-time unit member shall be given sick leave days in direct proportion to the hours worked.
- D. Each unit member shall be given a monthly, written account of use and accumulation of sick leave.
- E. Total sick leave which can be accumulated is unlimited.

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- F. A unit member who has accumulated sick leave during employment in another Oregon school district, and who was so employed during the preceding year shall be allowed, upon proper verification, the number of days so accumulated. Twenty days may be transferred in a similar manner from districts outside Oregon.
- G. A unit member working beyond the 193 day regularly contracted teaching year shall be credited one day of sick leave per additional month worked.
- H. For a unit member’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 preventative medical care.

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 medical or physical illness, injury or health condition or care of a family member who needs preventative medical care.

In the event of a public health emergency.

*NOTE: It is understood that the intent of the language in 19.6 above references the use of approved sick leave by an employee for his/her own serious health condition prior to applying for eligible state or federal family medical leave.*

- I. In the event of extended illness and upon expiration of the accumulated sick leave, the unit member shall be granted additional sick leave compensation according to the following schedule of service with the district:

0-5 years of service	3.5 days
6-10 years of service	6.5 days
11 or more years of service	13 days

Days used during one of the above periods of service will be subtracted from the remaining days available during another period. The total number of additional days available to a unit member during that member’s employment with the district shall not exceed 13 days.

The additional sick leave shall not apply to the calculation of retirement benefits under ORS 237.153 (PERS).

- J. For absences extending more than 20 days beyond exhaustion of sick leave, see Policy GCBD.

- K. Sick Leave Bank

- 1. The sick leave bank is to provide unit members with additional sick leave coverage when their own extended illness or the illness of an immediate family member (spouse, domestic partner, parent/step-parent, or child/step-child) exhausts their accumulated sick leave, business/emergency leave, and the

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additional days available in Section 19.6. I, if applicable. The bank is not to be used for routine illness.

2. Unit members may be granted a maximum of 30 days, hours prorated based on the member's FTE, for either the unit member's or an immediate family member's illness (spouse, domestic partner, parent/step-parent, or child/step-child). If a unit member's own illness necessitates additional days, an extension may be granted up to a maximum of 75 days, hours prorated based on the member's FTE, in a contract year with an additional application. An extension will not be granted for a family member's illness.

It is understood that donations related to a unit member's own serious health condition will be available prior to applying for eligible leave under OFLA/FMLA.

3. Beginning in the 2016-2017 school year, the Association will manage, with support from the District, a Sick Leave Bank of hours, not to exceed 8,000 hours at any given time.

4. Membership

- a. There shall be an enrollment period for all members to join the Sick Leave Bank once per year, at a time mutually agreed to between the Association and the District. Membership in the bank will run from the first day of the month following the enrollment window until the last day of the enrollment month the subsequent year.
- b. Members who choose to join the Sick Leave Bank will annually contribute earned personal sick leave in order to become a member eligible to request a grant from the bank. For staff contracted at .5 FTE or less, the annual contribution is a minimum of 2 hours. For staff contracted at greater than .5 FTE, the annual contribution is a minimum of 4 hours. Members may elect to contribute 2, 4, 8, or 12 hours annually during the enrollment window. This annual donation is irrevocable.
- c. If the Sick Leave Bank Committee determines the annual membership contribution would exceed the reserve maximum in any year, the Committee may not require previously enrolled Sick Leave Bank members to contribute one-half (1/2) day to the bank.

Donated leave will be deducted from the unit member's individual sick leave balance at the time of donation and will not be refundable. Leave donations must be made in four-hour increments.

5. A committee shall be formed of at least three Association members to administer the sick leave bank. The committee shall have the authority to:
  - a. Review applications from members.
  - b. Make grants from the bank.

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- c. Perform other duties as necessary to administer the bank.
  - d. Notify the district as to which members should receive paid days.
6. The committee shall notify the applicant within five working days after receipt of the application. The actions of the committee shall not be subject to appeal or grievance.
7. The district and the Association shall work together to provide the committee with records of eligibility and usage of the sick leave bank.
8. Unit members of the Sick Leave Bank can apply for grants under the following conditions:
- a. Unit members must have used all accumulated sick leave, business/emergency leave, plus any additional days available in Section 19.6 I.
  - b. Unit members must not be eligible for lost time compensation under Workers' Compensation.
  - c. The unit member must present the committee with an application, physician's statement verifying the unit member's illness and any other documentation as required by the committee. To preserve confidentiality, the nature of the illness need not be revealed.

19.7 Workers' Compensation (Injury on Duty) Leave

- A. When a unit member is absent from work by reason of a compensable injury as defined in ORS, Chapter 656, and incurred in the course of that member's employment with the district, the member may choose:
- 1. To retain Workers' Compensation time loss payments and not use accumulated sick leave, or
  - 2. To retain Workers' Compensation time loss payments and receive supplemental sick leave payments. The combined amount will not exceed the member's regular pay. A member's sick leave will be charged for only the prorated portion paid by the district.

If Option 1 is chosen, the district will pay insurance fringe benefits for a maximum of two months following the month in which the injury occurred. If Option 2 is chosen, the district will continue to pay insurance fringe benefits as long as sick leave is being used.

- B. The unit member will be reinstated without any loss of employment rights to the same position, unless the position has been eliminated. If the position has been eliminated, the unit member will be reinstated to a position similar to the position held at the time the leave commenced. In that event, the district will work with the unit member to identify a suitable alternative placement.

A unit member who is not able (due to medical restrictions) to perform the duties of the position held when injury occurred will be assigned to other available and suitable work in accordance with this agreement.

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19.8 Military Leave

Leave for all periods of annual active duty training as a member of the National Guard, National Guard Reserve, or any reserve component of the Armed Forces of the United States or the United States Public Health Services will be granted in accordance with applicable law.

19.9 Inclement Weather Leave

- A. Leaves of absence not to exceed three total days per work year shall be allowed for school closures caused by inclement weather or other emergencies. Such leave time is with full pay for the employee's normal work schedule and is nonaccumulative.
- B. Members who have scheduled a paid leave option prior to an inclement weather day will have up until one-hour prior to their reporting time to cancel their leave request. If an individual does not cancel their scheduled leave, such leave will not be returned to the individual's balance.
- C. In the event the notification of an inclement weather closure is made less than an hour prior to an individual's contractual starting time, members will be credited the paid leave day back to their individual leave balance.

19.9.B does not apply to members with pre-arranged absences in excess of three consecutive days.

NOTE: It is understood that in order to meet the intent of this section, the district will build a school-year calendar to provide student hours that exceed the minimum hours required by at least the equivalent of three work days. In the event the district closes because of inclement weather or other unforeseen emergency, the first three days of closure will not be made up. All days in excess of the first three days will be made up as part of the employee's contract year according to a schedule of emergency days established on the district calendar.

19.10 Special Circumstances Leave

If an employee who has a unique "once in a lifetime" opportunity to participate in an activity that would cause the employee to be absent from work, the employee may apply for special circumstances leave to the superintendent. The application for leave must be submitted at least 10 working days prior to the date(s) of leave, include an explanation of the specific reason(s) for requesting the leave, and the duration of the leave. Approval of the request for leave shall be at the superintendent's or his/her designee's discretion. Upon being granted leave, the employee's absence will be deducted from business/emergency leave days.

**ARTICLE 20 – UNPAID LEAVES**

20.1 Unpaid Leave Conditions

20.1.1 Unpaid Leave Requests

Unpaid leave may be granted for personal reasons including, but not limited to, health, family-related issues (not to be confused with family leave under the Family and Medical Leave Act of 1993), study, travel, public service, or exchange programs. Leave shall be granted for military reasons.

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A unit member shall make written request for unpaid leave through the principal to a Human Resources administrator at least 30 calendar days prior to commencement of leave except in case of emergency.

### 20.1.2 Unpaid Leave Duration

Unpaid leaves will normally be granted for one or two years. All leaves shall be applied for and granted in writing through the Human Resources Department. In times of economic hardship, the district and the Association may agree to extend leaves.

### 20.1.3 Unpaid Leave Eligibility

No distinction shall be made between probationary teachers and permanent teachers in considering requests for unpaid leaves.

### 20.1.4 Unpaid Leave Fringe Benefit Programs

While on leave, a unit member shall have the option to remain an active participant in fringe benefit programs by contributing the full amount required to retain coverage. Prior approval of carrier is required.

### 20.1.5 Unpaid Leave Return

At expiration of unpaid leave, the unit member shall be reinstated to the position held when leave was granted, unless the position has been eliminated. For leaves beyond one year, the member shall be reinstated to a district position similar to the position the member held when the leave was granted. This may include the position held when the leave was granted. In any event, the reinstated district position will be one which is vacant; or if no vacancy exists, the position held by the least senior member for which the unit member returning from leave is licensed and qualified to hold.

All benefits, including seniority and unused sick leave, to which a unit member was entitled at time unpaid leave commenced shall be fully restored upon return. Sick leave shall not accrue during the time the member is on unpaid leave.

### 20.1.6 Unpaid Leave Notice of Return

A unit member on unpaid leave is required to notify a Human Resources administrator of intent to return to work: (1) at least 30 calendar days prior to end of a leave which expires before end of a school year; or (2) by March 1 for a leave which expires at end of a school year unless an exception is granted by the superintendent. Failure to notify a Human Resources administrator by March 1 may result in a change of assignment or loss of employment for the FTE portion of the unpaid leave. Prior to a potential change of assignment or loss of employment, the Human Resources Department will provide final notification to the unit member at the last known address on file in the Human Resources Department before April 1.

### 20.1.7 Unpaid Leave Substitute Teaching Opportunity

A unit member on unpaid leave shall not be denied the opportunity to substitute in the district.

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### 20.2 Military Leave

Military leaves for periods other than annual active duty for training as a member of the National Guard, National Guard Reserve, or any reserve component of the Armed Forces of the United States or of the United States Public Health Services shall be allowed in accordance with applicable laws. Military leave shall not be used against an employee in the evaluation process.

### 20.3 Career Development Leave

A leave of up to one year may be requested every seven years to explore career development. The first request can be made after seven years experience with the district and shall be granted. Thereafter, the leave is discretionary with the district, but all leave requests will be given fair and serious consideration. Leaves may be for less than a full year. Each leave will expire at the close of the school year in June and shall be nonrenewable, unless an exception is made by the Board. Career development leaves initiated after the beginning of the school year will be reviewed by the district and may be denied on the basis of interruption to instruction. At the conclusion of a career development leave, the unit member will be reinstated to the position held before the leave unless the position has been eliminated according to the provisions of this agreement unless the leave is extended beyond one year, in which case, the member will be reinstated to a vacant position for which the member is licensed and qualified. If no vacant position exists, the unit member will be able to displace the least senior member holding a position for which the returning unit member is licensed and qualified.

## **ARTICLE 21 – FAMILY MEDICAL LEAVE**

- A. The district will comply with both the Oregon Family Leave Act (“OFLA”) and the Family Medical Leave Act (“FMLA”). Employees are entitled to leave as set forth in those laws. The district website will provide a link directing employees to a government website to provide information about these laws.
- B. Eligible employees are entitled to family medical leaves in the following circumstances, which are further defined by OFLA and FMLA:
  - 1. Employee suffers from a serious health condition;
  - 2. Employee’s family member (defined as spouse, parent, parent-in-law, biological, adopted or foster child, or same-sex domestic partner and for OFLA only includes grandparents and grandchildren) suffers from a serious health condition;
  - 3. Employee has a newborn, newly adopted or newly placed foster child; and/or
  - 4. Employee’s child is suffering from an illness or injury that requires home care but is not a serious health condition.
- C. An employee may elect to substitute other paid time off (such as business/emergency leave, sick leave, or compensatory time off, if otherwise available to the employee) for any unpaid leave under OFLA or FMLA. It is expressly understood that OFLA and FMLA leaves are in addition to other paid time off available to the employee.

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- D. Group health plan coverage will be maintained during federal family leave (FMLA), subject to any changes that affect other employees similarly situated. The district must continue to pay its share of premiums during Family Medical Leave. The employee will be required to continue paying his/her share of premiums.
- E. In some instances, the district may be entitled to recover amounts paid for its share of premiums paid to maintain coverage during a FMLA leave. This right is limited and is not available to the district when the employee's failure to return to work is due to reasons that are related to a serious health condition of the employee or the employee's family member that would ordinarily entitle the employee to family medical leave; or when the failure to return is due to circumstances beyond the employee's control.
- F. The specific procedures for this leave are posted in each building on the Oregon state and Federal Family Medical Leave posters.

### **ARTICLE 22 – RETIREMENT**

A unit member shall be compensated for accumulated unused sick leave in the form of increased retirement benefits to which he/she is entitled because of service or disability. The Board agrees to follow the procedure established by the Public Employee Retirement System (PERS) to add to gross amount of salary used in determining "final average salary" as defined by statute, the monetary value of one-half of accumulated sick leave of each retiring employee of the district, so that the PERS will establish the employee's benefits on the basis of a final average salary reflecting such addition.

### **ARTICLE 23 – ASSOCIATION RIGHTS**

#### **23.1 Association Right to Information**

- A. The Board agrees to furnish to the Association, in response to request from officers or authorized representatives, available information concerning educational programs and financial resources of the district. This shall include information that shall assist the Association in preparing materials for curriculum or professional development, for negotiations, or for processing grievances or complaints.
- B. The district shall furnish the Association a complete personnel directory which will include job title, job assignment, building location, address, and phone numbers by October 1.
- C. The district shall furnish the Association with printouts of each building's budget at the same time and in the same format as those provided to unit administrators.
- D. The district shall make available to the Association all job vacancies for licensed, classified, and administrative positions as soon as such notice is published.
- E. The district will provide the Association, whenever possible, an advance copy of the notice of the Board of Directors public meetings and the Board agenda packet, including



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the unapproved meeting minutes and employment changes, at the same time such materials are made available for all other interested parties.

- F. The district shall provide fully paid release time and pay for teacher substitutes, if needed, for the Association's bargaining team for collective bargaining sessions scheduled during regular work hours when the meeting time is mutually determined by both the district and the Association.

### 23.2 Association Use of District Equipment and Facilities

- A. The Association and its representatives shall have the right to use school buildings at all reasonable hours for meetings, scheduling use with the principal, provided the use shall not interfere with normal school operation. The Association shall pay additional costs incurred by the district for building use.
- B. The Association shall have the right to use school facilities and equipment, at reasonable cost for materials and supplies incidental to use and for any repairs necessitated as a result.
- C. The Association shall have the right to place appropriate notices, circulars, and other materials on designated school bulletin boards and in members' mailboxes. At least one section of a bulletin board in each building shall be reserved for Association material.
- D. Regular intradistrict courier service and e-mail may be used for distribution of Association materials.

### 23.3 Association Right to Speak at School Board and Other Meetings

- A. The Board shall place for early consideration on the agenda of each regular Board meeting any matters brought to its attention by the Association as long as those matters are made known to the superintendent's office one week prior to the regular meeting. In such cases, the Association may indicate the approximate amount of time needed to present such matters. The amount of time allotted will be at the discretion of the Board of Directors.

Association officers also may present matters before the Board during the "Citizen Request" agenda item without prior notice but are subject to the time limit placed on all other individuals who represent groups.

- B. An Association representative may speak to unit members during any faculty or other professional meeting, including Convocation, at the request of representatives. The Association may be placed on the agenda of a meeting by giving advance notice to the person conducting the meeting. When possible, notification will be given one day prior to the meeting.

### 23.4 Association Meetings

During the school year, Tuesday shall be designated as the meeting day for Association members and representatives. The district will make every effort to limit classes, workshops, committee meetings, or other activities from being scheduled between 4 and 6 p.m. on Tuesdays.

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### 23.5 Association Participation in Orientation Programs

The Association shall participate in presenting material to new members at a pre-school orientation meeting. Materials to be presented include, but are not limited to, district policies, the agreement, building, and Association membership information and forms.

### 23.6 Association Leaves

#### 23.6.1 Association President/Representative Leave

The Board shall, upon request, grant leave without pay to Association officers for up to a combined total of 1.5 FTE.

The district will pay fringe benefits for a combination of no more than three officers who have been granted partial leave without pay to perform necessary duties of the Association and whose combined release time does not exceed 1.5 FTE. The Association will pay fringe benefits for officers on full-time leave.

While on leave, Association officers shall be entitled to salary schedule movement and seniority accumulation. Officers returning from Association leave shall be reinstated to their previously held position(s). After serving at least two years on partial or full-time release, Association officer(s) may choose to voluntarily release the District from holding FTE in a specific assignment while maintaining seniority rights and previous FTE status. In such cases, upon their return, the officer shall be reinstated to a district position similar to the position the member held when the leave was granted. This may include the position held when the leave was granted. In any event, the reinstated district position will be one which is vacant; or if no vacancy exists, the position held by the least senior member for which the unit member returning from leave is licensed and qualified to hold.

A unit member who has taken leave to serve as an Association officer, and who teaches an elective program, shall upon reinstatement to the previously-held position have up to two years to rebuild their program prior to the program being reviewed for potential reductions in staffing.

The schedule for this leave shall be submitted to a Human Resources administrator at least 60 calendar days prior to the beginning of each school year unless an emergency situation arises. A specific agreement for Association president/representative leave will be arranged within 10 calendar days of the submission. The Association spokesperson, Association president, principal, and Human Resources administrator will meet as a committee to arrange these details.

In the event it becomes necessary to create a "shared classroom assignment" to accommodate the leave herein described, the Association officer(s) shall have the right to indicate his/her preference among the applicants seeking the shared position.

#### 23.6.2 Association Leave for State or National Officer

Up to a full year of leave without pay shall be granted upon request for a member to perform duties of a state or national association officer without loss of benefits, or seniority status. Extension of the unpaid leave will be considered where state or national office is longer than one year.

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### 23.6.3 Association Representatives Leave

Paid leave, not to exceed 50 days per year, shall be available for Association representatives for conferences, conventions, or other Association business. During the year when a successor collective bargaining agreement is negotiated, the Association representatives will have 25 additional leave days. Requests for this leave shall be approved by the Association president, principal, and a Human Resources administrator. The Association shall pay the cost of a substitute when one is hired for Association leave.

### 23.7 Association Business Time

Association representatives and officers may use time within their eight-hour day to communicate with unit members and to attend to Association matters, providing this does not interfere with required duties of either party.

### 23.8 Association Notification

When a nonrenewal notice, complaint, or required meeting notice is sent to a unit member, or prior to placement of a member into intensive remediation, an Association officer will be notified. (See Articles 5, 6, and 7).

## **ARTICLE 24 – DUES AND PAYROLL DEDUCTIONS**

### 24.1 Dues Deduction

#### A. NCEA Dues

A teacher who is an Association member or who has applied for membership shall have membership dues deducted for NCEA, OEA, and NEA. Membership shall be in effect from year to year unless revoked in writing between August 1 and October 1, or if employment is permanently discontinued. The district shall deduct NCEA dues from the member's September and October checks. Half of the annual amount of NCEA dues shall be deducted in September and the other half shall be deducted in October.

Members employed after September 15, but before January 15, will have annual NCEA dues deducted in two equal amounts over two consecutive pay periods. NCEA dues for teachers employed after January 15 will be prorated for the remainder of the year and deducted in two equal payments over two consecutive pay periods.

NCEA dues payments will be deducted separately from OEA/NEA dues and remitted to the NCEA Treasurer. A copy of the withholding statement will be provided with each payment. NCEA dues will be based on a predetermined schedule amount by month of hire and FTE. The schedule shall be determined by the NCEA bylaws.

#### OEA/NEA Dues

Annual OEA/NEA dues for full time bargaining unit members shall be deducted from November through August checks according to a predetermined schedule. Annual amounts for OEA/NEA dues are subject to change each July.

Annual OEA/NEA dues for bargaining unit members who are less than full time shall be calculated by the OEA on a prorated basis and shall be deducted from November through August.

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Any changes in dues amounts (including, but not limited to, short term contracts, fluctuations in FTE, leaves of absence and terminations) will be coordinated by the district's Human Resources Department and the OEA. Upon prompt notification of changes from the Human Resources Department, the OEA will prepare the necessary calculations and communicate these to the Human Resources Department. Changes in excess of ten dollars (\$10.00) shall be evenly deducted over remaining pay periods.

Any change that occurs on or before the 15th of a month shall become effective for that month. Changes which occur after the 15th shall become effective the following month. The dues proration schedule will be on file in both the district and OEA offices.

### OEA/NEA and NCEA PACS

All PAC monies shall be deducted beginning in November according to the predetermined schedule for the current school year.

### General Dues Deductions Provisions

All dues deductions will be in accordance with OEA/NEA policy.

The district will supply membership information to the OEA office by September 30. On or before October 20 of each year, the OEA shall remit to the district Human Resources Department a roster of all bargaining unit members. This document shall include the member's name, social security number and annual OEA dues and PAC obligations.

Within five to seven working days after bargaining unit members receive their monthly paychecks, the district shall remit the following to OEA: monthly payment of OEA/NEA dues and OEA/NEA/NCEA PACs; the withholding printout showing all members and amounts deducted for these members for the current pay period; and a completed Payroll Deduction Transmittal Form.

All dues monies owed to the OEA shall be remitted by July 30 of each year with accompanying Payment Forms and withholding printouts.

No dues will be deducted for members who work on a contract of less than 20 days.

- B. When the Association membership chairman has certified to the district that a member's dues have been paid in full, payroll deduction for such dues shall be discontinued.
- C. Within three working days after a contract has been finalized by Board action for a new unit member, a Human Resources administrator shall inform the Association president. The Association agrees to provide the district with membership information needed by the district.

### 24.2 Payroll Deduction

Unit member payroll checks shall itemize sources of pay and payroll deductions.

### 24.3 Section 125

Unit members will be eligible to participate in programs which allow employee-paid flexible spending accounts which allow payroll deducted premiums, unreimbursed health-related

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expense(s), and dependent-care expense(s) to be treated as pretax dollars under the provisions of Section 125.

Unit members will enroll in November of each year for a plan effective from January 1 through December 31.

All administrative costs for Section 125 participation will be paid by the participants. The district will not reimburse unit members for over-estimated contributions to dependent-care and/or unreimbursed health-related expense programs.

### **ARTICLE 25 – FAIR SHARE (AGENCY SHOP)**

- A. The Association agrees to hold the district harmless against any and all claims, suits, orders, or judgments brought against the district as a result of the provisions of this Article.
- B. Teachers have the right to join the Association, but membership in the Association shall not be required as a condition of employment. The district will advise all newly employed teachers at the time of employment that the Association is their exclusive bargaining representative.
- C. The district shall deduct an amount equal to Association dues (NCEA, OEA, and NEA) from the pay of a teacher who is not an Association member as a fair share fee commensurate with the cost to the Association of collective bargaining and agreement administration. The district shall deduct an amount equal to NCEA dues from the teacher's first two checks (Sept. & Oct.) and then deduct one-eighth of the remaining amount each month for eight months.
- D. A teacher who is not an Association member shall be subject to provisions of paragraph C of this Article unless the Association membership chairman has certified to the district that the teacher's fees have been paid in full. Certification of direct dues payment shall be made by the 15th day of any month.
- E. The Association certifies that this agreement was formally executed pursuant to vote of majority of all teachers in the bargaining unit.

### **ARTICLE 26 – INSURANCE**

#### **26.1 Insurance Provisions**

- A. The district shall contribute on behalf of each full-time unit member 90% of the amount necessary to be applied to the costs of medical/dental/vision/life insurance coverage.
- B. Each unit member is required to review, update, and submit the benefits selections during the annual open enrollment period. The district will provide instructions and information prior to the open enrollment window, host an annual information session, and will communicate the need to complete benefit selection at least twice during the open enrollment period.

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- C. Part-time unit members (.5 FTE to .99 FTE) will receive prorated benefits based on the coverage for which he/she would be eligible (See Appendix H). Members teaching less than .5 FTE will not be eligible for benefits.
- D. Each member of the North Clackamas Education Association who is married to an employee of the District is entitled to the full insurance benefit offered by the District under Article 26 of the CBA.
- E. The insurance carrier(s) shall be selected by the Board. The level of benefit coverage available shall not be less than that in effect on January 1, 2006, and additional plan designs may be offered. The District, representative(s) from the Association and the District's insurance broker will work together to develop additional plan(s) for consideration to be offered by January 1, 2020.
- F. The District and Association will participate in an employee benefits committee comprised of equal membership from each employee group, as well as the business manager and Human Resources administrators. The committee will meet no less than four times annually to explore methods to contain insurance costs and monitor customer service. In conjunction with the district's broker, the committee will annually review the performance of contracted vendors. Committee recommendations will form the basis for future requests for proposals from insurance carriers.

#### 26.2 Insurance Entitlement

- A. Completion of a 193 day contract shall entitle a unit member to 12-month coverage with such insurance benefits. Effective September 1985, insurance coverage for members new to the district shall begin September 1 and shall continue through August 31. If a member has insurance, such as with a transfer from another district, the district is not obligated to start coverage until October 1 with coverage continuing through September 30. For members whose employment with the district began prior to this change of initial coverage date and whose initial coverage began on October 1, insurance coverage shall continue through September 30.
- B. Beginning with January 1, 2015, and each subsequent January 1, the District will make a HRA/VEBA contribution for each NCEA member who selects North Clackamas Health Plan V. Members are eligible for the HRA/VEBA when under one contract which is for 135 days or more in a single contract year. The HRA/VEBA contribution will be \$1500 for each member who selects single coverage and \$3000 for each member who selects family or two party coverage. Members may access the full contribution made on their behalf on January 1 of each plan year.
- C. A unit member who has been laid off in accordance with Article 9 may remain in the insurance group during the time on recall list as provided in Section 9.5.
- D. If the unit member dies during the school year, the district will continue payments for applicable dependent insurance benefits through the member's insurance year (August or September).

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- E. Temporary members who work until the end of the contracted year shall receive benefits through the month of August. They have the option to decline benefits at any point during their temporary contract.

**ARTICLE 27 – PROFESSIONAL COMPENSATION**

27.1 Salary Schedule

The salary schedule for 2021-2022, effective July 1, 2021, is attached as Appendix A. This salary schedule reflects an increase over the 2020-2021 salary schedule of 3% (COLA).

Step 2 will be removed from the previous salary schedule. The new salary schedule will begin at Step 3. All new hires with zero to two year of experience will be placed on Step 3 of the schedule. Each eligible member will advance one step in each subsequent year.

Effective July 1, 2021, the final step in each column reflecting the most experience will be adjusted accordingly:

- Adding B13 which is an increase of 1.7% over B12
- Adding C13 which is an increase of 1.7% over C12
- Adding D15 which is an increase of 1.85% over D14
- Adding E15 which is an increase of 1.85% over E14
- Adding F16 which is an increase of 1.85% over F15

The salary schedule for 2022-2023, effective July 1, 2022, is attached as Appendix A. This salary schedule reflects an increase over the 2021-2022 salary schedule of 3.0% (COLA).

Effective July 1, 2022, the final step in each column reflecting the most experience will be adjusted accordingly:

- B13 increases to 3.4% over B12
- C13 increases to 3.4% over C12
- D15 increases to 3.7% over D14
- E15 increases to 3.7% over E14
- F16 increases to 3.7% over F15

27.2 Public Employee Retirement System (PERS)

The District will increase all wages by 6.0% in 2021-2022 and no longer contribute the six percent (6%) PERS "pickup" of each bargaining unit member as defined by ORS Chapter 238 and 238A to the public employee retirement plan.

Employees shall assume and pay the six percent (6%) employee contribution/payment required by ORS 238A to PERS. The District shall follow IRS codes to allow a pre-tax deduction of the six percent (6%) employee contribution/payment.

27.3 Professional Practice Stipends

The District shall pay an annual stipend to any bargaining unit member who has met the following criteria:

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1. Earned a doctorate degree, Ph.D., or EdD. (\$3,000)
2. Earned and maintain a National Board Certification for Professional Teaching Standards (\$2,500)

Teachers who qualify for this stipend must register their degree or certification with the Human Resources Department during one of the four specified times each year by the 10th of the month following the end of a college quarter—by September 10, November 10, February 10 or May 10.

Acceptable documents for this purpose are listed in 27.11.A Salary Schedule Advancement

### 27.4 Extended Contracts

- A. Teachers who are requested to work more than 193 days on regular contracts will be paid at the rate of 1/193rd of their placement on the regular salary schedule for additional days worked. These days shall be allocated by the district to unit supervisors for those activities that require additional teacher days and will be paid at the teacher's individual daily rate of pay. Assignment of the extra days will be at the discretion of the immediate supervisor, but are not mandatory.
- B. Notification of the number of extended contract days to be worked the following year shall be made by June 1. At least 30 calendar days prior to June 1, the principal or immediate supervisor will consult with the teacher to determine the need for extended days.
- C. Special Education Specialists  
All special education specialists will receive a stipend equivalent to 9.65% of Step BA3 on the Licensed Salary Schedule. The stipend is specifically provided for meeting the legal and program requirements related to case management, including extra duties associated with paperwork completion and IEP meetings scheduled to begin within 30 minutes prior to the start of the contract day and those that do not run longer than one and one-half hours past the end of the contract day.
- D. Dual Language Immersion Teachers  
Dual language immersion (DLI) teachers will receive a stipend equivalent to 6.2% of Step BA3 on the Licensed Salary Schedule. The stipend is specifically provided for curriculum development, translation and additional assessment required for the teacher's delivery of core content instruction in the partner language.

The stipend will be pro-rated based on the unit member's FTE directly assigned to providing core instruction in the dual immersion partner language.

### 27.5 Summer/After-School, Academic Student-Support Programs/Curriculum Pay

- A. Pay for summer school, after-school, academic student-support programs and curriculum development work will be determined by dividing the daily substitute rate by six. The daily substitute rate as determined by Oregon Statue, is divided by six to determine the District's hourly curriculum rate.



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- B. For newly contracted certified staff, compensation for work completed prior to the start of the contract year will be disbursed with the first payroll cycle of the year. Information regarding payroll advance will be shared with newly contracted certified staff during their new employee orientation.

27.6 Voluntary Resignations

Employees who separate from district service for reasons other than termination shall receive their final paycheck at the next regularly scheduled payday. Hardship appeals may be considered by the superintendent or designee.

27.7 Retirement Stipend

A unit member who has completed at least 10 consecutive years of licensed, active service with the North Clackamas School District, immediately prior to separation from the district, and who is eligible to retire under the guidelines established by PERS, shall receive a one-time contribution through the district's HRA program for a personal Health Reimbursement Account (HRA) as outlined in the table below. An individual is only eligible to receive this benefit once. It is recommended that a member meet with a Human Resources administrator prior to the effective date of retirement to discuss the distribution of the retirement packages in accordance with the options and conditions presented below.

It is understood that periods of approved OFLA/FMLA leave are deemed active service. Additional forms of approved leave, while not considered a break in consecutive service, will not count towards eligibility in determining years of service.

Years of Consecutive, Licensed Active Service	HRA Contribution
10-14	\$15,000
15-19	\$22,500
20+	\$30,000

Contributions to a unit member's retirement HRA will be made in the first month following the effective retirement date.

It is the unit member's responsibility to determine PERS eligibility and provide verification to the district.

27.8 Amount of Retirement Entitlement

- A. The amount of money and other benefits received related to retirement will be determined by the unit member's average full time equivalency (FTE) over the last 10 years of the unit member's licensed, active service with the North Clackamas School District (see table above).
- B. In the event at the time of retirement a member's FTE has been involuntarily reduced (i.e. due to reduction in force), the rate of benefits received shall be determined by the member's FTE prior to the involuntary reduction.

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- C. A unit member seeking the retirement stipend must submit a Separation of Employment form requesting the retirement stipend to a Human Resources administrator as soon as possible, and no later than 60 calendar days prior to the retirement date if during the school year, or April 1 if at the end of the school year, unless an exception is made by the Board. After retirement, a retiree will remain eligible for substitute employment with the district. A member who retires during a school year may apply to complete the year for him/herself. Reappointment to the member's former position is at the discretion of the district.
- D. This retirement stipend expires 10 days prior to the expiration of this agreement. If the district is considering discontinuing the retirement stipend, it shall notify the Association six months prior to expiration of this agreement.
- E. The member's account balance will not accrue interest for the member.

### 27.9 Automobile Allowance

Mileage reimbursement for authorized travel will be at the current Internal Revenue Service allowance.

### 27.10 Salary Schedule Placement

- A. Teachers will be placed on the salary schedule according to degrees held, credits earned, and years of verified teaching experience. For purposes of placement on the appropriate vertical column, all references are to quarter hours. (One semester hour equates to 1.5 quarter hours.)
- B. Teachers hired on or before November 1, 1997, may be placed horizontally on the salary schedule without a master's degree.
- C. Hours used for placement beyond the MA column must have been earned after the master's degree was granted and may not have been part of the requirements for the master's degree.
- D. For experience placement on the salary schedule, when an employee works 135 consecutive days or more at .5 FTE or greater in a school year in a contracted licensed position, the work shall fulfill the requirements for a teacher to receive credit for one year of experience.

### 27.11 Salary Schedule Advancement

- A. Teachers who plan to move to a higher column must register their additional hours or credits in the Human Resources Department during one of the four specified times each year by the 10th of the month following the end of a college quarter—by September 10, November 10, February 10, or May 10.

Acceptable documents for this purpose include college or university transcripts, letters from college or university supervising department chairmen, and recommendations from committees approving projects in human relations and teaching field areas. Class grades must be "C" or better, or "Pass" on a pass/fail option. Upon presentation of appropriate

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documents, Request for Revision of Individual Licensed Contract form and documentation of credits, the district will issue a new contract showing teacher's salary on the new column. It shall be the teacher's responsibility to inform the Human Resources administrator in writing that advancement on the schedule has been earned. The district will not recognize audited courses for advancement on the salary schedule.

- B. Hours earned before receiving an advanced degree, but not required for that degree, may be applicable toward advancement on the salary schedule for teachers employed prior to July 1, 1999. The following criteria shall be used in considering hours for teachers to advance on the salary schedule:
  - 1. College hours may have been accumulated prior to and/or subsequent to receipt of the master's degree;
  - 2. The hours have not been used to acquire the master's degree; and
  - 3. The hours must be related to the teaching process or to the subject field in which teaching, and approved by a Human Resources administrator.
- C. Teachers who have not reached the limit of their column shall advance one experience level per year (See Section 27.10 D for definition of a year).
- D. Teachers hired on or before November 1, 1997, are entitled to move horizontally across the salary schedule without the master's degree requirement (See Section 27.10.B).
- E. For teachers employed on or after July 1, 1999, hours beyond the MA required for placement on Columns E (MA+24) and F (MA+45) must have been earned after the granting of the master's degree and may not have been used to earn the master's degree.

### 27.12 In-Service Credit

- A. Credit for salary advancement will be given to teachers who successfully complete North Clackamas University courses. Ten (10) hours of coursework equal one quarter credit.
- B. Credit for specific professional improvement through selected vocational experience directly related to the teacher's assignment and approved by the teacher's supervisor will be given in the same manner as for NCU courses (i.e., one quarter credit per 10 hours of approved in-service activities).

### 27.13 Career and Technical Education (CTE) and Professional Industry Teacher Salary Placement

Teachers who are required to have either a CTE license or a professional industry, state-board certification as a nurse, occupational therapist, speech-language pathologist, school psychologist or physical therapist, shall be placed on the salary schedule as herein specified.

#### 27.13.1 Career and Technical Education (CTE) and Professional Industry Teacher Vertical Salary Placement

- A. Certification shall qualify a teacher for placement on BA column.
- B. Prior teaching experience, plus any journeyman or equivalent experience, shall be recognized on a one-to-one ratio with no maximum limit.

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- C. For those areas which do not have a journeyman, or equivalent classification system, experience at a level required for Oregon Career and Technical Certification shall be recognized as journeyman experience on a one-to-one ratio.

27.13.2 Career and Technical Education (CTE) and Professional Industry Teacher Horizontal Salary Placement

- A. College hours used for column placement may have been earned before or after journeyman training, but may not have been earned as a part of a 36-month journeyman training period, or its equivalent.
- B. Teachers shall be given horizontal placement according to the following criteria:
  - 1. BA+30=30 hours from any college, university, or approved district in-service courses.
  - 2. MA=45 hours from any college, university, or approved district in-service courses.
  - 3. BA+75/MA+24=75 hours from any college, university, or approved district in-service courses.
  - 4. BA+105/MA+45=105 hours from any college, university, or approved district in-service courses.

27.13.3 Career and Technical Education (CTE) Teacher Requirements

CTE licensed teachers will satisfy the requirements for teacher preparation as cooperatively agreed to by the Association and the district.

**ARTICLE 28 – TUITION REIMBURSEMENT FUNDS FOR UNIVERSITY CREDIT, CONTINUING EDUCATION UNITS (CEUs), DISTRICT IN-SERVICE (NCU) AND PROFESSIONAL DEVELOPMENT**

28.1 Accessing Funds:

- A. Reimbursement or prepayment for tuition shall be approved to a maximum of \$1,000 per year with the understanding that \$80,000 will be set aside by the District to reimburse those needing to maintain professional licensure or pursue additional professional certification, endorsement, or licensure in support of District strategic goals. Each member may request up to a maximum of \$700 in additional funds for these purposes.
- B. Permission to use tuition reimbursement funds must be obtained from the supervisor prior to enrolling in any course. In taking additional hours, members are not restricted to their teaching areas only.
- C. Accessing Tuition Funds:
  - 1. A unit member will, after supervisor approval, be reimbursed for tuition through the district's Business Services Department by submitting the request for reimbursement along with a receipt showing that the tuition has been paid.

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Reimbursement will be made within one business week upon receipt of the appropriate documents to the Business Services Department, or;

2. A unit member will, after supervisor approval, have tuition prepaid. Prepayment will be made through the use of district business practices, policies, and procedures.
  3. If a unit member exceeds the maximum amount of tuition funds allowed, the district and the unit member will collaborate on how to reconcile the overage.
  4. Unused tuition funds may be carried over to the following fiscal year. Requests to carry forward unused tuition funds must be made in writing, with a statement of intent for use and building administrator approval, to the Human Resources Department by May 15 of the current fiscal year. This request may not be made retroactively. At no time would a unit member roll forward more than one year's tuition reimbursement allotment.
- D.
1. Since the district's **fiscal year is from July 1 to June 30**, it becomes necessary that all claims for tuition be submitted on or before June 30 of the fiscal year in which the course was completed. Classes qualify for funds available in the fiscal year in which the class ends. Claims submitted after that time cannot be accepted.
  2. If evidence of completing a course cannot be obtained by June 30, a Human Resources administrator shall be notified in writing so funds may be reserved.
  3. If a unit member resigns, is laid off, is not renewed, or for some other reason does not return for the following school year, tuition reimbursement shall not be approved for summer courses, and tuition reimbursement already paid for summer courses shall be refunded by the member. Laid-off members on the recall list shall not be eligible for tuition reimbursement.
- E. A community college course qualifies for reimbursement if the course is designated with a course number of "100" or higher, or as noted in Sections H and I of this Article.
- F. Continuing education units (CEUs) can be reimbursed **or** prepaid following the approval process. All CEUs approved by the supervisor shall apply toward advancement on the salary schedule.
- G. Reimbursement or prepayment may be made for workshops and career and technical (CTE) courses such as factory or industry schools, upon prior approval by the supervisor (See Section 27.12). Ten (10) clock hours equal one credit hour and credit hours shall apply toward advancement on the salary schedule.
- H. District-sponsored classes which do not carry college credit but do meet the requirements for in-service credit (See Section 27.12) can be reimbursed or prepaid following the approval process. When district-sponsored classes carry both college and in-service credit, the unit member may elect to receive either credit. All district in-service credits (NCU) approved by the supervisor shall apply toward advancement on the salary schedule.

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- I. Reimbursement or prepayment will also be allowed, within the allowable maximum per year, for lab fees to include the costs of materials and special equipment furnished by the sponsor of the course. This would not include textbooks or a package containing books, nor the cost of materials to be used for personal projects. It is the unit member's responsibility to see that the appropriate form for claiming reimbursement of lab fees is signed by the instructor or institution and submitted to the district.
  
- J. A teacher-planned program which has approval of the principal may be funded from the participating unit member's tuition reimbursement funds. Such a program might include, but is not limited to, the following:
  - 1. Hiring consultants, specialists, artists, or craftsmen to improve or enrich the participating member's skills and knowledge; or
  - 2. Funding work experience for the member outside the school setting. Member participation shall be voluntary.

Such a program is not to be used to underwrite or to assume the district's responsibility for funding curriculum development. Credit for such programs shall be granted for advancement on the salary schedule.

- K. When a position is eliminated, that unit member may be allowed, at the discretion of the superintendent, additional reimbursement monies so that the member may take classes which will qualify the member for a restricted license by September of that year or to add a second endorsement contingent upon job availability in the district (See Section 9.1).

#### 28.2 Use of Funds for Non-Credit Professional Development

- A. A unit member may use tuition funds for professional development activities (See Section 19.5) which do not carry college credit. These professional development activities do not apply for advancement on the salary schedule.
- B. To qualify for the use of these funds, professional development activities must meet the criteria defined in Section 19.5.B.
- C. Use of tuition reimbursement funds for activities which do not carry college credit requires advanced approval of the unit member's supervisor.
- D. Tuition reimbursement funds used for activities which do not carry college credit may only be applied to the cost of registration and eligible expenditures for travel, meals, and lodging associated with the professional activity will be governed by School Board Policy DLC and Administrative Regulation DLC-AR.

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**ARTICLE 29 – EXTENDED RESPONSIBILITIES**

29.0 Extended Responsibility Contract

- A. Coach and advisor contracts shall be for one season or year and are subject to annual reappointment. Reappointment to coach and/or advise will be based upon the coach's/advisor's interest, demonstrated knowledge related to the activity, ability to impart that knowledge, ability to motivate students positively, and the ability to function as a member of the coaching/advising team.
- B. Coaches or advisors who are not recommended for reappointment will be informed 20 days after the conclusion of the season or no later than June 1 for year long activity advisors.

29.1 Extended Responsibility Schedule

In order to provide equitable opportunities for children districtwide, funds for extended responsibilities will be budgeted separately within building budgets. Percentages will be maintained in order to provide placement consistency.

The Extended Responsibility Classification Charts for 2021-2023 are attached as Appendices B (Athletics) and E (Activities). The Extended Responsibility Pay Schedules for 2021-2022 are attached as Appendices C (Athletics) and F (Activities). The Extended Responsibility Pay Schedules for 2022-2023 are attached as Appendices D (Athletics) and G (Activities).

29.2 Extended Responsibility Payment Criteria

Payment should be based on time and duration of responsibility. Payment for similar responsibilities and experience shall be consistent throughout the district. To qualify for payment, the following criteria must be met:

- A. Responsibilities must take place outside class time and extend beyond the regular school day unless alternate arrangements have been made in writing and approved by a *building* level administrator in advance.
- B. Assigned teachers must be qualified either by experience, interest, or training to direct the assignment or activity.
- C. Elementary or middle school coaches handling more than one grade or group of youngsters (5th and 6th or boys and girls, etc.) will receive one extended responsibility salary per sport. All other coaches are to be paid on a per-coach, per-sport basis.
- D. When a lack of qualified persons makes it necessary to curtail programs and a coach must handle more than one sport per season, that coach will be paid for the sport with the highest salary plus one-half pay for the other sport. However, if both sports meet extended responsibilities criteria, the coach will receive full pay for each. All such appointments are to be approved by a Human Resources administrator.
- E. Extended responsibility teachers who are asked, after issuance of a contract, to change to a similar assignment due to problems in staffing, etc., will be placed in the column that included their present salary so that no loss in pay will occur.

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- F. Outdoor school stipend shall be \$100 for each night that the assigned classroom teacher attends. Payment shall be made in the payroll cycle following the conclusion of Outdoor School.
- G. Coaches or advisors involved in state or national competition which is not part of the regularly-scheduled season for that activity or sport shall receive the following compensation:

- 1. Coaches or Advisors of Teams: For purposes of this Article, one half or more of the team members who normally compete in a game, match, meet, contest, etc., must qualify and participate in employer-supported state or national competition for the coach/advisor to receive a team event stipend. Coaches or advisors of teams entered in competition beyond the district level will be compensated at 2 percent (2%) of the extended responsibility stipend each day worked for that sport or activity.

The district will fund the additional extended responsibility stipend for team competition beyond the district level for the head coach and any assistant coaches as deemed necessary by the school administrator responsible for athletics/activities and the district administrator responsible for athletics.

- 2. Coaches or Advisors of Groups or Individuals: For purposes of this Article, a group or individual competition is defined as that in which each student competes individually, even though a team score may be calculated, and the number of students entered into the competition equals less than one half of the total number normally supervised by the coach or advisor. Coaches or advisors of groups or individuals entered in competition beyond the district level will be compensated at 1.4 percent (1.4%) of the extended responsibility pay stipend for each day.

If a sport or activity involves only one student in competition beyond the district level, only the head coach or advisor will be compensated. If the competition beyond the district level involves two or more students, the school administrator assigned to athletics/activities and the district administrator responsible for athletics will determine whether one additional assistant coach or advisor will be compensated.

- 3. Scouts for teams entered in state competition will be paid \$30 per daily assignment.
- 4. Band, cheer, and dance team advisors involved in state competition for other sports or activities considered to be post season will be paid .21% of Step BA3 of the Licensed Salary Schedule per contest of extended state competition provided the contest(s) fall outside the advisor's regularly paid working day or contract year. This article does not apply to state competition for the advisor's own team.



## *Board/NCEA Agreement 2021-2023*

### 29.3 Extended Responsibility Payments

- A. Each on-staff extended responsibility teacher, who advises a yearlong activity, shall have the right to choose 12 equal monthly payments or one lump sum following the end of the extended responsibility.
- B. Each on-staff extended responsibility teacher who advises or coaches a seasonal activity shall have the right to choose to be paid in equal monthly payments over the length of the season (Fall - September, October and November; Winter - December, January, and February; and Spring - March, April, and May), or in one lump sum following the end of the season. The teacher must specify the pay option no later than the 10th of the month in which pay is to commence.
- C. Payment for OSAA competition beyond a district level (as described in Sections 29.2.F.1 and 29.2.F.2) will be made in a lump sum following conclusion of the season.

### 29.4 Extended Responsibility Placement Credit

- A. Credit for previous district experience for extended responsibility in each activity will be granted year-for-year so that the teacher will be paid the appropriate amount on the Extended Responsibility Pay Schedule (See Appendices C, E, G, H, J or K).
- B. Credit for previous out-of-district experience for extended responsibility will be granted up to four years on a year-to-year basis for all positions on the Extended Responsibility Classification Chart. This previous experience must have been paid and must meet the district extended responsibility criteria for the same activity.

### 29.5 Extended Responsibility Schedule Position Additions or Changes

- A. An Extended Responsibilities Review Team (ERRT) composed of at least 50% Association members has been established in collaboration with the district. The team is tasked with creating job descriptions for existing and potential Extended Responsibility positions and using the criteria created by the team to score the job description to determine placement on the Extended Responsibility pay schedule.
- B. When the district or the Association proposes that a position be modified, added to or removed from the Extended Responsibility Classification Chart, proposals will follow the process established by the Extended Responsibility Review Team (ERRT). The ERRT will meet at least once prior to February 1 to consider proposals for the following school year. In the event that a request is denied, the requesting individual(s) will be provided a rationale at the time of denial and the opportunity to re-apply. If salary placement is being modified or a position is removed, unit members currently within the position will be notified by a Human Resources administrator within 10 workdays of the decision.

The scoring and identified placement of a position on the Extended Responsibility Chart does not ensure funding for the position.

*Board/NCEA Agreement 2021-2023*

29.6 Evaluation Process for Coaches/Advisors

Coaches and/or advisors will be evaluated by the principal or designee according to the position's job description and/or the coaches' evaluation guidelines.

- A. Before the season/year starts, the evaluating administrator will meet with all coaches/advisors for that season and state expectations or specific goals for each coach/advisor for the season. The coach/advisor will outline his or her goals for the season. In the case of coaches, those will be aligned with the NC-12 Coaches Handbook.

The administrator may choose to meet with the coach or advisor midway through the season to discuss the coach's/advisor's performance. The administrator will state any performance issues at that time and summarize them in writing to the coach/advisor. The coach or advisor will have the remainder of the season/year or at least one month to address any performance issues. Failure by the administrator to conduct such a meeting will be deemed a satisfactory evaluation at that time.

If the performance issue(s) aren't resolved, the district may choose to not reappoint the coach or advisor. If the performance issues are expressed with less than one month left in the season/year, the coach/advisor will be reappointed to the next season/year with the understanding that the performance issue(s) become a goal(s) for the next season/year.

- B. Any coach/advisor who has been proven to have committed misconduct through disciplinary channels (i.e., Complaint Procedure, Just Cause) regarding his/her extended responsibilities assignment, will not be considered for reappointment.

**Board/NCEA Agreement 2021-2023**

Appendix A: Licensed Salary Schedules – 2021-2023

**2021-2022 Licensed Salary Schedule – 193 Day Contract**

<u>Experience Credit PLACEMENT ONLY</u>	<u>Step</u>	<u>Column B</u>	<u>Column C</u>	<u>Column D</u>	<u>Column E</u>	<u>Column F</u>
		<u>BA</u>	<u>BA+30</u>	<u>MA</u>	<u>MA+24 BA+75</u>	<u>MA+45 BA+105</u>
0-2	3	49,304	50,398	52,424	54,889	57,633
3	4	51,027	52,165	54,416	56,972	59,824
4	5	52,816	53,991	56,483	59,139	62,095
5	6	54,666	55,880	58,631	61,390	64,457
6	7	56,576	57,839	60,857	63,719	66,906
7	8	58,558	59,862	63,170	66,139	69,448
8	9	60,606	61,953	65,571	68,654	72,085
9	10	62,732	64,123	68,062	71,263	74,824
10	11	64,911	66,355	70,648	73,968	77,668
11	12	67,182	68,677	73,334	76,782	80,620
12	13	68,324	69,844	76,106	79,684	83,680
13	14			78,998	82,712	86,846
14	15			80,459	84,243	90,146
15	16					91,814

-SPECIAL EDUCATION teachers receive stipend equivalent to 9.65% of Step BA3.

-DUAL IMMERSION teachers receive stipend equivalent to 6.20% of Step BA3.

Employees assume and pay the 6% employee contribution required by ORS 238A to PERS.

**2022-2023 Licensed Salary Schedule – 193 Day Contract**

<u>Experience Credit PLACEMENT ONLY</u>	<u>Step</u>	<u>Column B</u>	<u>Column C</u>	<u>Column D</u>	<u>Column E</u>	<u>Column F</u>
		<u>BA</u>	<u>BA+30</u>	<u>MA</u>	<u>MA+24 BA+75</u>	<u>MA+45 BA+105</u>
0-1	3	50,783	51,910	53,996	56,536	59,362
2-3	4	52,558	53,730	56,049	58,681	61,618
4	5	54,400	55,611	58,177	60,913	63,958
5	6	56,306	57,556	60,390	63,232	66,391
6	7	58,274	59,574	62,683	65,631	68,914
7	8	60,315	61,658	65,065	68,123	71,532
8	9	62,424	63,812	67,538	70,713	74,248
9	10	64,614	66,046	70,104	73,401	77,069
10	11	66,858	68,345	72,768	76,188	79,998
11	12	69,198	70,737	75,534	79,085	83,038
12	13	71,550	73,142	78,389	82,075	86,191
13	14			81,368	85,194	89,451
14	15			84,378	88,346	92,851
15	16					96,286

**Board/NCEA Agreement 2021-2023**

Appendix B: Athletics Extended Responsibility Classification Chart 2021 – 2023

<b>Category</b>	<b>Position</b>
A	Baseball Head Coach Basketball Head Coach Cheerleading Head Coach Dance Head Coach Football Head Coach Softball Head Coach Track Head Coach Volleyball Head Coach Wrestling Head Coach
B	Cheerleading Assistant Coach Dance Assistant Coach HS Cross Country Head Coach HS Track Assistant Coach Golf Head Coach Tennis Head Coach Baseball Assistant Coach Basketball Assistant Coach Football Assistant Coach Soccer Head Coach Softball Assistant Coach Swimming Head Coach Volleyball Assistant Coach Wrestling Assistant Coach
C	Golf Assistant Coach HS Cross Country Assistant Coach MS Track Coach MS Track Manager Soccer Assistant Coach Swimming Assistant Coach Tennis Assistant Coach
D	MS Cross Country Coach MS Cross Country Manager
E	

Listings in the above schedule do not necessarily indicate that an activity/sport is currently offered.

**Board/NCEA Agreement 2021-2023**

Appendix C: Athletics Extended Responsibility Pay Schedule 2021-2022

*(Based on Step BA3 of the 2021-2022 Licensed Salary Schedule)*

Category	1 <sup>st</sup> year of assignment	2 <sup>nd</sup> year of assignment	3 <sup>rd</sup> year of assignment	4 <sup>th</sup> year or greater of assignment
A	\$6,410 13%	\$6,903 14%	\$7,396 15%	\$7,889 16%
B	4,684 9.5%	5,177 10.5%	5,670 11.5%	6,163 12.5%
C	3,205 6.5%	3,698 7.5%	4,191 8.5%	4,684 9.5%
D	1,972 4%	2,219 4.5%	2,465 5%	2,712 5.5%
E	986 2%	1,233 2.5%	1,479 3%	1,726 3.5%

**Board/NCEA Agreement 2021-2023**

Appendix D: Athletics Extended Responsibility Pay Schedule 2022-2023

*(Based on Step BA3 of the 2022-2023 Licensed Salary Schedule)*

Category	1 <sup>st</sup> year of assignment	2 <sup>nd</sup> year of assignment	3 <sup>rd</sup> year of assignment	4 <sup>th</sup> year or greater of assignment
A	\$6,602 13%	\$7,110 14%	\$7,617 15%	\$8,125 16%
B	4,824 9.5%	5,332 10.5%	5,840 11.5%	6,348 12.5%
C	3,301 6.5%	3,809 7.5%	4,317 8.5%	4,824 9.5%
D	2,031 4%	2,285 4.5%	2,539 5%	2,793 5.5%
E	1,016 2%	1,270 2.5%	1,523 3%	1,777 3.5%

**Board/NCEA Agreement 2021-2023**

Appendix E: Activities Extended Responsibility Classification Chart 2021-2023

<b>Category</b>	<b><u>Position</u></b>
AA	HS Drama
BB	FFA Advisor HS Instrumental Music
CC	Future Natural Resource Leader HS Robotics Advisor Skills USA Advisor HS Speech (>15 competitions)
DD	Child Development Ctr Coordinator HS ASB Advisor HS Orchestra HS Vocal Music Stage Craft Advisor
EE	DECA Advisor HS Musical BOC HS Speech Assistant HS Yearbook MS Band MS Orchestra MS Vocal Music TOSA M 98 TOSA Recruiter TOSA SPED
FF	AVID Site Lead ES Test Coordinator HS Dean of Students* MS Student Council MS-Yearbook Technology TOSA
GG	
HH	
II	

\*Notes a Position at a Comprehensive High School

Listings in the above schedule do not necessarily indicate that an activity/sport is currently offered.

**Board/NCEA Agreement 2021-2023**

Appendix F: Activities Extended Responsibility Pay Schedule 2021-2022

*(Based on Step BA3 of the 2021-2022 Licensed Salary Schedule)*

Category	1 <sup>st</sup> year of assignment	2 <sup>nd</sup> year of assignment	3 <sup>rd</sup> year of assignment	4 <sup>th</sup> year or greater of assignment
AA	\$8,135 16.5%	\$8,628 17.5%	\$9,121 18.5%	\$9,614 19.5%
BB	7,149 14.5%	7,642 15.5%	8,135 16.5%	8,628 17.5%
CC	6,410 13%	6,903 14%	7,396 15%	7,889 16%
DD	5,423 11%	5,916 12%	6,410 13%	6,903 14%
EE	3,698 7.5%	4,191 8.5%	4,684 9.5%	5,177 10.5%
FF	2,712 5.5%	2,958 6%	3,205 6.5%	3,451 7%
GG	1,972 4%	2,219 4.5%	2,465 5%	2,712 5.5%
HH	986 2%	1,233 2.5%	1,479 3%	1,726 3.5%
II	493 1%	740 1.5%	986 2%	1,233 2.5%



**Board/NCEA Agreement 2021-2023**

Appendix G: Activities Extended Responsibility Pay Schedule 2022-2023

*(Based on Step BA3 of the 2022-2023 Licensed Salary Schedule)*

Category	1 <sup>st</sup> year of assignment	2 <sup>nd</sup> year of assignment	3 <sup>rd</sup> year of assignment	4 <sup>th</sup> year or greater of assignment
AA	\$8,379 16.5%	\$8,887 17.5%	\$9,395 18.5%	\$9,903 19.5%
BB	7,364 14.5%	7,871 15.5%	8,379 16.5%	8,887 17.5%
CC	6,602 13%	7,110 14%	7,617 15%	8,125 16%
DD	5,586 11%	6,094 12%	6,602 13%	7,110 14%
EE	3,809 7.5%	4,317 8.5%	4,824 9.5%	5,332 10.5%
FF	2,793 5.5%	3,047 6%	3,301 6.5%	3,555 7%
GG	2,031 4%	2,285 4.5%	2,539 5%	2,793 5.5%
HH	1,016 2%	1,270 2.5%	1,523 3%	1,777 3.5%
II	508 1%	762 1.5%	1,016 2%	1,270 2.5%

*Board/NCEA Agreement 2021-2023*

Appendix H: Part-Time Licensed Staff Insurance Payment Adjustments

2021-2023

FTE	Single	Two-Party	Full Family
1.0	10%	10%	10%
.95	10%	10%	10%
.90	10%	10%	10%
.85	10%	10%	10%
.80	10%	10%	10%
.75	30%	30%	30%
.70	30%	30%	30%
.65	30%	30%	30%
.60	30%	30%	30%
.55	45%	45%	45%
.50	45%	45%	45%

## *Board/NCEA Agreement 2021-2023*

### Appendix I: Continuing Professional Development Plan

The primary purpose of a District Continuing Professional Development Plan for all licensed educators in the district is annual, purposeful professional growth designed to meet the changing needs of students. Professional growth as outlined in the district's Standards for Competent Performance has been and is one of the evaluation criteria for licensed educators. This is a district requirement.

Licensed educators, as required by Oregon Administrative Rules 584-090-0001-0060, are mandated to complete continuing professional development experiences during the life of an educator's license before TSPC renews a Basic, Standard, or Continuing license. This is a state requirement.

Licensed educators in the district can meet the requirements of the district and the state by choosing one of the following plans:

Option One: District Plan as outlined in the district handbook for "Continuing Professional Development Plan for Licensure Renewal." This plan meets both the district and state standards.

Option Two: Individual Plan as outlined in the district handbook for "Continuing Professional Development Plan for Licensure Renewal." This plan requires the individual to meet the state requirements under OAR 584-090-0030. Individuals who complete the state's requirements will be eligible for licensure renewal from TSPC.

Individuals who complete Option Two (Individual Plan) are also required to meet the district's standards for continuing professional development as outlined in North Clackamas School District's Standard Practice GCL to retain employment.

### Appendix J: Rehire After Retirement

North Clackamas retirees will be rehired at Step 6 of their education column on the licensed salary schedule. For each 50 days of accumulated sick leave in the member's account at retirement, he/she will move up one step on the salary schedule.

*Board/NCEA Agreement 2021-2023*

Appendix K: Grievance Form

**NCEA GRIEVANCE FORM**

---

Name of Grievant(s)	Address	Phone#
---------------------	---------	--------

Definition of a Grievance

“Grievance shall mean a complaint by an employee or a group of employees: (1) That there has been to him/her (or them), a violation of inequitable application of any provision of the contract or, (2) That he/she (or they) has/have been treated inequitably by reason of an act or condition which is contrary to established school board policy or practice grieving or affecting employees.”

**Please state explicitly the nature and extent of the problem**

**Please state present rule, policy, or regulation in the school district that has been violated**

**Other persons qualified to give additional information relative to the problem**

**What decision would you believe is fair and equitable?**

**What steps have been taken so far in trying to resolve this grievance?**

---

*Designated Representative*                      *Date*

---

*Grievant(s) Signature*                      *Date*

**LETTER OF AGREEMENT**

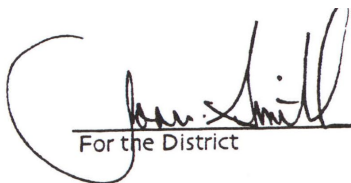
**Between**

**NORTH CLACKAMAS EDUCATION ASSOCIATION  
And  
NORTH CLACKAMAS SCHOOL DISTRICT**

*Interns*

An individual who is hired as an intern with the North Clackamas School District will be paid at eighty percent (80%) of Column A, the beginning step on the licensed salary schedule. All other contractual rights and benefits under the Collective Bargaining Agreement will be afforded the intern.

The District will retain five percent (5%) of the beginning salary to off set administrative costs. The remaining fifteen percent (15%) will be available to be paid to the mentor teacher assigned to the intern. The mentor will receive curriculum rate of pay when working with the intern, not to exceed the allocated fifteen percent (15%). The mentor teacher will record the hours of mentoring on a district payroll timecard.

  
\_\_\_\_\_  
For the District                      4/6/06  
Date

  
\_\_\_\_\_  
For NCEA                                      3-10-06  
Date

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