

**St. Helens School District**  
**and**  
**St. Helens Education Association**

**2021-2024  
Agreement**

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## **Article 1 – Recognition of Appropriate Bargaining Unit**

- Sec 1.1 The St. Helens School District 502 recognizes the St. Helens Education Association as the exclusive bargaining representative for a unit consisting of all of the licensed employees of St. Helens School District 502, including Behavior Specialist, School Nurse and Child Development Specialist, excluding substitutes, designated supervisory and confidential employees and temporary teachers except as provided by contract.
- Sec 1.1.1 Bargaining shall be understood as any offer to any member(s) of the bargaining unit to change language, salary, or benefits stated in this currently ratified contract.
- Sec 1.2.1 Probationary Employee: Any employee who has been regularly employed by the District for less than three successive years and who has been renewed by the District, including those who are in their first year of employment.
- Sec 1.2.2 Contract Employee: Any employee who is not probationary or temporary.
- Sec 1.2.3 Temporary Employee: Any employee who has been employed to fill a position designated as temporary or experimental or to fill a vacancy which occurs after the opening of school because of unanticipated enrollment or because of the death, disability, retirement, resignation or dismissal of a contract or probationary employee, or for an employee on approved leave of absence.
- Sec 1.2.3.1 Temporary employees working between one and 60 days will not be considered a part of the St. Helens Education Association bargaining unit. Beginning day 61, temporary employees will be considered members of the St. Helens Education Association bargaining unit for all aspects of this Agreement excluding unpaid leaves, and layoff.
- Sec 1.2.3.2 For the purpose of this definition, "days" shall mean employee working days.
- Sec 1.2.4 Notwithstanding Section 1.1 above, Article 11, Preparation Periods, and Article 25, Employee Evaluation, shall not apply to the Behavior Specialist, School Nurse, and Child Development Specialist.

## **Article 2 – Association Dues and Payroll Deductions**

- Sec 2.1 Upon appropriate written request from the employee, the District shall deduct from the salary of any employee and make appropriate remittance for only the following deductions. No other deductions shall be permitted without the written agreement of the parties:
- Life Insurance/Employee Purchased  
Tax Sheltered Annuities  
(Companies to be approved by Employee Investment Committee)  
United Way

Long Term Disability  
Supplemental Insurance (Purchased by employee through AFLAC or American Fidelity)  
IRS Section 125 Accounts - American Fidelity  
Health Savings Accounts  
Fitness Centers  
Legal Shield  
OEA Foundation  
OEA PAC

- Sec 2.2 Association Dues Deductions: Prior to the first dues deduction of the school year, and then for any employee who becomes a member of the Association after the start of the school year, the Association shall notify the District of bargaining unit members who have elected to have deductions of membership dues in the United Education Profession (i.e., SHEA, OEA and NEA). Pursuant to such authorization, the District shall deduct monthly, according to their pay options, such dues from the regular salary check of the employee. The District shall then deduct one-tenth of such dues from the second regular salary check of the employee each month for ten (10) months, beginning in October. Deductions for employees who join the Association after the commencement of the school year shall be appropriately prorated so that payments will be completed by payment of the final paycheck.
- Sec 2.2.1 Employee List: Along with the monthly dues remittance to OEA, the District shall provide to the OEA Membership Specialist an Excel-compatible electronic ledger with the name of each employee from whom dues deductions have been made, the amount of the deductions, and the last four digits of the employee's Social Security number.
- Sec 2.2.2 By October 31 of each year, the District shall provide to the OEA an Excel-compatible electronic database with the name of each employee in the bargaining unit (both active members and non-members) as well as each employee's employee ID, date of birth, first date of service, FTE, classification or title, PERS classification, worksite, position on the salary schedule, residential address, and personal phone number.
- Sec 2.2.3 The District shall notify the Association of the name, mailing address, telephone number (if any), hire date, FTE, and pay rate of all newly hired bargaining unit employees within five (5) working days after Board approval of hiring.
- Sec 2.2.4 Change in Employment Status: The District shall promptly notify the OEA Membership Specialist whenever an employee in the bargaining unit is placed on an unpaid leave of absence, retires, resigns, or changes their name.
- Sec 2.2.5 Hold Harmless Clause. The Association agrees to indemnify and save the Board, and including each individual school board member, harmless against any and all claims, demands, costs, including unemployment compensation, suits or other forms of liability, including back pay and all court or administrative agency costs that may arise out of or by reason or action by the Board for the purpose of complying with this agreement.

## Article 3 – District Rights

- Sec 3.1 The District hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties, responsibilities and obligations conferred upon and vested in it to operate and manage the school system and its programs, facilities, properties, and activities of its employees, during the performance of their assigned duties, in the service of the school District, by the constitution and laws of the state of Oregon, its judicial decisions and its executive orders, the United States constitution and its laws, judicial decisions and executive orders, and the will of the local District voters as expressed at the polls.
- Sec 3.2 Without limiting the statements contained in the foregoing section, it is expressly recognized that the District's operational and managerial authority, responsibility and accountability includes, but is not limited to the following statements:
- Sec 3.2.1 The determination of the management, supervisory or administrative organization of each school or facility in the District; the selection of the employees for, and promotion to management, supervisory or administrative positions; the right of such designated employees to perform the inherent management, supervisory or administrative functions and directives of the District.
- Sec 3.2.2 The determination of the financial policy and procedures of the District, including all general accounting procedures, inventories of supplies and equipment procedures. The right to enforce rules and regulations now in effect and to establish new rules and regulations, and to abolish the same from time to time, not in conflict with this Agreement. The right to inform the public and all the District's employees on any and all matters pertaining to the District, except as specifically prohibited by state law or this Agreement.
- Sec 3.2.3 The determination of safety, health, welfare and emergency protection measures applicable to people or property where the legal or public responsibility of the District or other governmental unit is involved. To protect personal and constitutional rights of students, employees, school officials and that of the general public.
- Sec 3.2.4 The determination and use and control over all District property and facilities. The right to protect, preserve and maintain all District property and facilities. The right to determine the location of District property and facilities. The right to establish new facilities, to relocate or close any District facilities. The right to acquire or dispose of property and facilities.
- Sec 3.2.5 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. The direction and arrangement of all the working forces in the District, including the right to hire, suspend, discipline, transfer or discharge employees; to temporarily relieve employees from duty unless otherwise stated in this contract. The creation, combination, modification or elimination of any position deemed advisable by the District.

- Sec 3.2.6 The determination of the layout and equipment to be used, subjects to be taught, and the right to plan, direct and control school activities. The right to establish and revise the school calendar, establish hours of employment to schedule classes and assign workloads, to select textbooks, teaching aids and materials. The right to make assignments for all programs of an extracurricular, co-curricular, student activity or athletic program.
- Sec 3.2.7 The right to continue to review, study and achieve improved teaching methods, plans, programs, projects, curriculum and innovative means to improve schools and education and the training of students. The District shall continue to participate, when and where feasible and practicable, with governmental units and agencies (local, state or federal) in such improvements and innovative means as it deems necessary to accomplish the improved qualities of education.
- Sec. 3.3 Nothing in this Agreement shall limit in any way the District's contracting or, subcontracting of work or programs or shall require the District to continue in existence any of its present programs in its present form and/or location or on any other basis. However, the District will negotiate the impact of subcontracting work or programs with the Association.
- Sec. 3.4 The foregoing functions of the District shall not be considered to exclude other functions of the District not specifically set forth; the District retains all functions and rights to act not specifically nullified by this Agreement.
- Sec. 3.5 The exercise of the foregoing powers, right, authority, duties, responsibilities and obligations of the District, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and expressed terms of this Agreement and then only to the extent such specific and expressed terms hereof are in conformance with the constitution and laws of the state of Oregon, and the constitution and laws of the United States, judicial decisions, executive orders and the will of the state electorate and that of the school District as expressed at the polls.

## **Article 4 – Agreement Duration**

The provisions of this Agreement shall be effective the date of execution except as specifically identified herein and shall be binding upon the District, the Association and all members of the bargaining unit, and shall remain in full force and effective July 1, 2021 through June 30, 2024, when it shall terminate.

## **Article 5 – Status of Agreement**

- Sec 5.1 There shall be two signed copies of the final Agreement for the purpose of records. One shall be retained by the Association and one by the District. Both copies shall be "official copies".

- Sec 5.2 The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter appropriate for collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.
- Therefore, the District and the Association, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement except as provided in ORS 243.698.
- Sec 5.3 If any provision of this Agreement is held to be invalid by operation of law or by a tribunal of competent jurisdiction, or if compliance with or enforcement of any provision should be restrained by any such tribunal; the remainder of the Agreement shall not be affected thereby. Upon the request of either the District or the Association, the parties shall enter into negotiations for the purpose of attempting to arrive at a mutually satisfactory replacement for such provision.
- Sec 5.4 Upon expiration, this Agreement shall continue and remain in full force for successive periods of one year (fiscal year) unless either party shall by January 15 serve written notice on the other party of a desire to terminate, modify, change or amend this Agreement for the next fiscal year, beginning July 1. If reopened, then this Agreement will terminate on the date set forth in Article 4.
- Sec 5.5 After receipt of such written notice by either party to terminate, modify, change or amend this Agreement, an initial meeting between the Association representatives and the District representatives will be established by mutual consent of the two parties through the Superintendent of the District.
- Sec 5.6 Within 60 days after the date of final ratification of this Agreement, the District will post the Agreement on the District website for members to access and the District will provide an editable copy of this Agreement to the Association in a mutually agreed upon format.
- Sec. 5.7 New employees will be given a copy of the Agreement by the District during the first week they report for work. Expense of these copies will be borne by the District.

## **Article 6 – Status of Part-Time Regular Employees**

- Sec 6.1 Employees working less than 30 hours per week but at least 20 hours per week will receive employee-only insurance benefits. They will be eligible for proportionate sick leave, sick time, and other leave for which they are eligible. To be eligible for paid lunch periods, a person must work more than one-half of the workday. Part time employees who work 30 hours or more shall receive the same fringe benefits as full time employees.



- Sec 6.2 Part time employees (½ time or more) will advance on both salary and seniority at one year's experience and one year's seniority.
- Sec 6.3 Part-time employees who are required to be present beyond their regular workday shall be paid at their hourly per diem rate. Part-time employees are not eligible to receive extra compensation for functions outside an employee's workday for which full-time employees are required to be in attendance but for which they do not receive additional compensation.
- Sec 6.4 Part-time employee FTE is determined as a proportion of a full time employee in the same building. The same proration applies to part-time employee preparation time.
- Sec 6.5 The District will provide a list of all licensed employees' FTE to the Association upon request.
- Sec 6.6 Part-time employees shall work and be paid 8 hours per day for the first four (4) days and last day of the contract year at their per diem rate.
- Sec 6.7 Part-time employees who will be responsible for information provided at an administration-directed meeting or training outside their regular work hours shall receive their per diem rate for attendance. In addition, they shall have the option of working hours between the end of their regular scheduled day and the start of the meeting, to be paid at their per diem rate.

## **Article 7 – Job Sharing**

- Sec 7.1 Job sharing is defined as one position shared equally by two persons licensed to assume the responsibilities described in the job description. Employees who job share will have the first opportunity to substitute for each other.
- Job sharing requests will be considered on an individual basis in accordance with their compliance with the following requirements:
- Sec 7.1.1 The sharing of one position by two job-sharing employees will be approved if determined to be in the best interest of the District. Probationary employees will not be considered. Once a job share has been approved the District must inform the employees in writing of their new contract status (i.e., loss of full time status and right to full time employment).
- Sec 7.1.2 All salary and benefits, including sick leave days, other paid leave days and insurance payments shall be prorated for job-sharing employees. Full insurance coverage will be made available as a payroll deduction.
- Sec 7.1.3 Job-sharing employees wishing to continue the assignment the following year must make this request in writing to the District office by March 15.
- Sec 7.1.4 Each job-sharing position shall be evaluated annually to determine renewal.
- Sec 7.1.5 Job-sharing employees sharing one job will sign the job sharing agreement prior to the start of the assignment.

- Sec 7.1.6 If a job-sharing employee substitutes for another job-sharing employee, they will be paid at their regular rate.
- Sec 7.1.7 After three years of job-sharing, employees will be considered part-time employees and will no longer have rights to full-time positions.
- Sec 7.2 The building administrator shall develop schedules, assign duties and provide for preparation time. It shall be the responsibility of the two parties to divide their time so that these agreements are equitable. If the two teachers have not, by May 1, communicated to the principal their agreement over the schedule, they shall each submit a written final proposal to the other and the principal by May 10. The principal shall attempt to mediate the differences. If such mediation does not promptly produce a mutual agreement, by May 20, the job sharing will not take place.
- Sec 7.3 Employees will be placed on salary schedule in accordance with their experience and training and advance on the schedule as if they had one full time years' experience.
- Sec 7.4 No employee in the District shall be involuntarily transferred in order to create a shared-time position.
- Sec 7.5 If attendance is required of both parties on in-service days, both parties shall be compensated. If attendance is required of both parties on teacher parent conference days both parties shall attend with no additional compensation. The employee working on the day of a faculty meeting will be responsible for attending the meeting and passing the information to the other team member.
- Sec 7.6 If a job sharing position terminates, the senior member will have the option of filling the full time position or requesting a transfer to another open position in the District for which he/she is licensed and qualified. If the senior member stays in the assignment, the other employee will be assigned to a position for which they are licensed, and has seniority as established in Article 14, Layoff and Recall.
- Sec 7.7 In the event a dispute arises between the employee(s) and the District concerning the implementation and/or administration of this article, the employee may seek resolution through the grievance procedure or through the legal system but may not pursue the matter through both.

## **Article 8 – Nondiscrimination: The Association and District**

- Sec 8.1 The Association and the District affirm their adherence to the principles of free choice and agree that they shall not discriminate against any employee covered by this Agreement because of age, race, religion, gender, national origin, physical disabilities, membership or non-membership in the Association, creed, color, union activities, domicile, marital status, sexual orientation, ethnicity, or membership in any other protected class.
- Sec 8.2 All reference to employees in this Agreement is irrespective of gender. The use of they/them/their shall be the accepted reference.

## Article 9 – Vacancies and Transfers

### Vacancies and Voluntary Transfers

Sec 9.1           Annually, prior to March 1, the District shall notify all employees of their right to request a transfer for the following school year. Employees who would like to request a transfer shall submit their interest to the personnel office by March 15; requests will be kept on file until March 15 of the following year.

Sec 9.2           A vacancy is defined as an open position that was not filled through the transfer of a current qualified staff. An open position that can be filled through reassignment of staff is not considered a vacancy for the purposes of this article. A position with a proposed duration of longer than twelve (12) weeks will be posted in the following manner:

Sec 9.2.1        Open positions occurring while school is in session will be posted for five (5) calendar days in the District. Vacancies will be posted in the designated places in each school building. Copies of the notice will be sent to the SHEA President, SHEA building representatives, building principals, and the head secretary in each building.

Sec 9.2.2        Open positions occurring while school is not in session will be posted for five (5) calendar days in the District office. Copies of all postings will be sent to the SHEA President. Staff who have submitted a letter of interest to the personnel office and left a summer mailing address with the District will be notified by phone or mail.

Sec 9.2.3        In-district applicants who meet the minimum qualifications shall receive an interview for the position. An in-district applicant not selected shall be informed in writing of the reasons they were not selected based on the criteria established prior to the open position being posted.

Sec 9.3           Selection of the best candidate shall be based on established criteria specified in the position description and preferred by the building or program administrator.

Sec 9.4           In the case of a temporary teaching position that becomes permanent, the District reserves the right to fill the position with the current temporary teacher if it is deemed to be in the best interest of the school.

### Involuntary Transfers

Sec 9.5           An involuntary transfer initiated by the District is subject to the following limitations, guidelines, and procedures.

Sec 9.5.1        It may become necessary for the District to change the assignment of an employee prior to, at the beginning of, or during any school year. The District will endeavor to notify all employees of their assignments for the ensuing year not later than June 1. If conditions necessitate re-assignment of any employee after June 1, or at the time a decision to reassign is being formally considered, the

employees shall be notified either by personal interview, telephone call or certified mail to their last known address as soon as practical.

- Sec 9.5.2 An involuntary transfer shall be for the following reasons: (1) realignment of staff as a result of a layoff or as a result of shifts in student enrollment; (2) more efficient utilization of staff; (3) enhanced overall instruction at grade levels; (4) opening a new building; or (5) closing a building. An involuntary transfer shall not be used for disciplinary purposes.
- Sec 9.5.3 The affected employee will be notified of the decision to transfer and, upon request, will be provided written reasons for the transfer as soon as possible. At that time the principal or District administrator in immediate charge of the transfer will inform the employee of any known vacancies in the school District for which the employee may apply. The employee will have the opportunity to make known his/her wishes regarding the assignment and will be allowed to indicate his/her preference of assignment.
- Sec 9.5.4 Unless waived by the employee, the District will reassign him/her to the original position as soon as it becomes practical and possible to do so.
- Sec 9.5.5 An employee who has been involuntarily transferred may appeal the decision to transfer to the Superintendent and the school Board. The decision of the Board shall be final; however, alleged procedural violations are subject to the grievance procedure.
- Sec 9.5.6 In the event of an involuntary transfer the District shall provide one (1) full paid day for each employee to move. If the move is the result of the opening or closing of a building, an additional two (2) paid days per employee will be provided. In the case of a job shared assignment moving to another building, the two (2) employees will receive one (1) paid day each for a total of two (2) paid days.

## **Article 10 – Employee Work Year and Work Day**

- Sec 10.1 The school calendar shall be established by the District. A copy of the ensuing year's calendar, before its final adoption by the District, shall be given to the Association for input. The school work year for employees shall be within the confines of the school calendar, and shall not exceed 190 days comprising not more than 179 days when pupils are in attendance, six work in-service days and five paid holidays as designated in Section 10.3.
- Sec 10.2 The District reserves the right to adjust the calendar of any school year during that school year due to unforeseen circumstances.

- Sec 10.3 The school work year for employees is 190 days. Paid holidays are Labor Day, Veterans' Day, Thanksgiving, Presidents' Day and Memorial Day, as long as they fall within the 190-day working period. The District will give consideration to advisory suggestions offered by the Association in regard to the number and designation of those days that are not student in-seat days or holidays. The Martin Luther King, Jr. holiday is a non-contract day. State in-service Day is a non-contract day. The Wednesday before Thanksgiving is a non-contract day.
- Sec 10.3.1 If a half-day of pre-service prior to the start of the year is not provided to staff for use in completing District-required online trainings, then one (1) early release day in September must be reserved for such purposes.
- Sec 10.4 If members are required to work beyond the eight-hour workday to accommodate for parent-teacher conferences, the membership will be given equal time off as compensation. Special education teachers and specialists may be allowed to work in an office/classroom and must always be available during conference hours for parents requesting to conference with them.
- Sec 10.4.1 Evening conferences may be scheduled provided that:
- a. No classes will be held on days when evening conferences are scheduled.
  - b. On days when evening conferences are scheduled, employees will not be required to work more than eight (8) hours.
  - c. Evening conferences will not be scheduled on Fridays or days before break periods.
  - d. No more than one day of evening conferences may be scheduled during a conference cycle.
- Sec 10.5 The regular workday shall consist of eight working hours, including a 30-minute duty-free lunch. Employees shall be in the classroom available for supervision and student or parent conferences from 15 minutes before classes begin in the morning to 15 minutes after the end of the student day. By September 30 of each year, employees will notify the building principal of their intent to flex their work hours, as long as the employees are present 15 minutes before and 15 minutes after the student day. Flexing work hours is defined as shifting the entire eight (8) hour day earlier or later. On days of staff meetings and PLC meetings, IEPs, 504, TAG or any other meeting scheduled by the District, employees on flex schedules will revert to the regular building eight (8) hours.
- Sec 10.6 Employees shall adhere to the daily schedule, and shall make no commitments that will preclude their being present in their assigned duties and responsibilities. On the occasion when employees need to leave early they shall notify the principal's office before leaving. (This agreement is in lieu of the historical compensatory time.)
- Sec 10.7 Other work time outside of preparation time or classroom time but within the confines of the regular workday may be designated. Examples of this are supervision of students, curriculum improvement and development, departmental and/or grade level planning; individual, group or committee projects relating to instructional materials, procedures, processes, curriculum, course of study, conferences with a student/parent/principal, or other matters relating to instruction or co-curricular functions, or student activities.

- Sec 10.8 Employees shall attend staff meetings when required by the Superintendent or by the principal. No more than one staff meeting per month may be held outside of regular building hours. Staff members District-wide will be allowed to leave their work sites one-half (½) hour early on Fridays unless they are performing services for which they are receiving additional compensation from the District.
- Sec 10.9 The District prefers parent-teacher conferences be held in the school building during previously scheduled conference hours. There may be occasions when this is not possible. In this occasion meeting places or hours may be scheduled through agreement of principal, teacher and legal guardian.
- Sec 10.10 The principal shall designate the lunch time for each staff member.
- Sec 10.11 It is recognized employees assume responsibilities outside the regular workday including, but not limited to, meeting with parents, attending IEP meetings, grading papers, developing unit/lesson plans and student activities. However, the Association reserves the right to proceed with the grievance procedure if there is a perceived problem with this clause.
- Sec 10.12 A specialist's (media specialist, music, or physical education teacher) daily student contact time shall not exceed that of the classroom teacher's daily student contact time.
- Sec 10.13 Employees traveling between any schools shall be allotted a minimum of 30 minutes for travel, set-up, take-down, and for any unforeseen incidents. This travel time shall not be considered as preparation time.
- Sec 10.14 Employees who are in their first two years of teaching will not be encouraged, nor required to serve on building, District, county or other committees and/or councils.
- Sec 10.15 Employees will not be required to serve on more than two (2) building, District, county or other committees and/or councils. If there is a committee that is not fully staffed, the building principal retains the right to assign employees serving on less than two (2) committees and/or councils where additional staff are needed.
- Sec 10.16 Employees may choose to work from home on teacher grading days provided that they "sign out" prior to working from home and provides a telephone number for immediate contact during the contracted work hours. Employees working from home must comply with the deadlines established by the building principal for grade entry. Failure to turn in grades in a timely fashion or respond to telephone calls from the school during work hours may result in loss of the work from home privilege for the employee for the rest of the academic year. A grading day will be scheduled coinciding with the end of each grading quarter.

## **Article 11 – Preparation Periods**

- Sec 11.1 Each employee shall be scheduled a minimum of 235 minutes of preparation time per week with an uninterrupted time block of no less than 30 minutes daily. No employee will lose a preparation period in any given week except in case of emergency, emergency drill or absence.

- Sec 11.2 In any instance when the workday is reduced, scheduled school periods shortened, or the day's schedule is adjusted because of the educational program, co-curricular functions, activity programs, transportation requirements, emergencies, or unusual circumstances, the instructional preparation may be proportionally shortened with no recourse by processes of the grievance procedure.
- Sec 11.3 The District retains the right to increase student contact time within the above preparation time guarantees and the guarantees contained in Article 10.
- Sec 11.4 Special Education classroom teachers shall be provided a substitute for up to three (3) days of release time per year in order to conduct or complete special education work. This work will be directed by the Special Education teacher, aligned with daily work responsibilities and approved by the administrator.
- The special education classroom teacher must submit a request to the building principal for the substitute a minimum of two (2) days in advance. The request shall be approved by the building principal and special education director. The teacher shall work on campus while utilizing a substitute under this provision.
- The building administrator and special education director may authorize additional leave time for a special education teacher upon request. The district may provide additional time for Special Education teachers to complete intermittent work responsibilities (examples: 1-1 state testing or Oregon Department of Education complaint investigations).

## **Article 12 – Teaching Load/Pupil-Teacher Ratio/Class Size**

- Sec 12.1 The District will maintain class sizes and teacher assignments which promote effective practices consistent with the outcomes expected of each instructional program, and the terms of this Agreement. (OAR-581-022-2335).
- Sec 12.2 Upon request of either party a joint committee will be formed to review class size. The committee will be composed of six members with three appointed by the Association and three appointed by the District. This committee will be appointed by the end of the previous school year and begin functioning prior to the first day of classes. During each year of the Agreement, the District will report to the committee and provide it with information regarding the various class sizes in the District, including special needs students, the number of preparation periods provided, and other relevant and reasonably available data. It is intended that the District's report will occur on or about the Friday of the second week of the school year and on or about the first Friday after the start of the second semester of each year. The joint committee will be charged with the responsibility of identifying and examining problem areas. Minutes of the meetings shall be shared with the Superintendent and Association. It is intended that suggested solutions to the identified problem areas would be recommended to the Superintendent by the joint committee.
- Sec 12.3 Employees in charge of a school business that requires participation outside the school day (and who document to the building Administration that the hours spent on the school

business outside the school day is equivalent to or exceeds the hours that would be spent on certain supervision duties) shall not be assigned certain supervision duties. Business related travel and expense reimbursement shall be pre-approved by the principal. Mileage may be reimbursed with prior approval by the principal.

## **Article 13 – Leaves**

**Paid Leaves**

Sec 13.1 Sick Leave. The District shall allow each employee ten (10) days sick leave at full pay during each school year, or one day per month employed, whichever is greater. Sick leave shall be credited at the beginning of each school year. Employees who begin work after the start of the school year shall receive a pro-rata sick leave accrual. Sick leave not used shall accumulate for an unlimited number of days. Upon proper verification the District will allow the transfer of accumulated sick leave earned in other Oregon school districts up to a maximum of seventy-five (75) days (equivalent to 600 hours).

Sec 13.2 Sick leave will be granted in hourly increments with the following exception. In the event an employee must leave early, or arrive late for medical reasons and has so notified the building principal, and if the absence does not interfere with teaching duties (absence from classroom teaching), the absence may be made up. If the employee's absence is for longer than two hours (2) hours or requires the assignment of a substitute, the absence shall be charged against the employee's sick leave.

Sec 13.3 Sick leave will be used for employee absence due to the employee's illness or injury, a family member's or domestic partner's illness or injury, or for doctor's appointments. Sick leave for pregnancy related disabilities will be granted in conformance with state and federal law.

Sec 13.3.1 Any instance of employee abuse of sick leave shall be grounds for disciplinary action against the employee and shall be grounds for possible dismissal.

Sec 13.3.2 Pursuant to state and federal law, at the option of the District, an employee may be required to provide medical certification from the employee's attending physician or practitioner that the illness or injury prevents the employee from working in order to access his/her sick leave. Any out of pocket costs incurred in securing the certification shall be reimbursed by the District upon presentation of a receipt.

Sec 13.4 A bank of sick leave for catastrophic events shall be established under the following conditions:

Sec 13.4.1 Individuals will be limited to a maximum use of 30 days per school year.

Sec 13.4.2 Contributions of sick leave days, for a catastrophic illness, by employees shall be voluntary.

Sec 13.4.3 The Association Board of Directors shall be responsible for establishing and administering guidelines for use in compliance with state and federal law.



- Sec 13.4.4 Guidelines shall be approved by both the District and the Association before implementation.
- Sec 13.4.5 Sick time hours are not eligible for use or transfer to the sick leave bank for catastrophic illness.
- Sec 13.5 Sick Time. Sick time will run concurrent with sick leave and bereavement leave.
- Sec 13.5.1 Employees working four hours per day will accrue 1 hour of sick time per 30 hours worked or 1-1/3 hours for 40 hours worked. Employees who work four hours or more per day will be frontloaded 40 hours of sick time at the beginning of the fiscal year.
- Sec 13.5.2 Sick time leave will be paid time applied concurrently with all other applicable leaves currently provided by state and federal leave laws and under the provisions of this contract.
- Sec 13.5.3 Maximum sick time use in a fiscal year is 40 hours with a maximum accrual of 80 hours.
- Sec 13.6 Discretionary Leave. Up to four (4) half days or two (2) full days of leave shall be granted each year to each employee to attend to personal matters, with no restrictions. Employees may carry over one (1) leave day each year for a maximum of three (3) discretionary leave days in any one (1) year. Employees who do not use discretionary days or carry the day over to the next year will be paid the current substitute teacher pay rate per day not used as published by the Oregon Department of Education. Reimbursement will be issued by August 30th. Use of this leave must be entered into the District leave request system.
- Sec 13.7 Bereavement Leave. Up to three (3) days per occurrence shall be granted each employee in the event of the death of any family member, family member of a spouse or domestic partner, or any person residing in your home. Use of this leave must be submitted and approved through the District leave request system. In addition to these benefits the District shall comply with the Oregon Family Leave Act (OFLA) and the paid bereavement leave in this section shall run concurrently with leave provisions under OFLA. The definition of family members is different under OFLA than in this section. The bereavement leave under OFLA will apply only for family members listed under the law. Additional leave may be requested and, if approved, will be deducted from sick leave and sick time concurrently, if available. If no sick leave or sick time is available, additional leave will be unpaid.
- Sec 13.8 Employee absences not in accordance with Sections 13.1 through 13.8 of this Article shall result in a deduction of the employee's pay in the amount of 1/190th of the employee's contract for each day absent.
- Sec 13.9 Jury Duty and Subpoena for Court Appearance. Leave of absence shall be authorized for jury duty or under subpoena. Employees may secure support from the District office in seeking relief from jury duty when it interferes seriously with professional obligations to the teaching assignment. Exclusive of expenses incurred, fees received by the employee for services performed during working hours while on jury or court duty shall be

deposited with the District, and no deduction in pay will be made by the District in subsequent pay periods.

- Sec 13.9.1 Subpoena leave is not available when the employee or the Association is a complainant against the District.
- Sec 13.9.2 The employee must, unless excused by the principal, report for work promptly after their required appearance has terminated.
- Sec 13.10 Parental and Family Leave. Parental and family leave shall be granted to all employees in accordance with the mandates of the federal Family Medical Leave Act (FMLA) and/or the Oregon Family Leave Act (OFLA).
  - Sec 13.10.1 The District will post a copy of current federal and state family and parental leave laws on the District website.
  - Sec 13.10.2 Upon the exhaustion of accumulated sick leave the District will pay only the employee's medical and dental insurance premium during the remainder of the authorized parental leave.
- Sec 13.11 Workers' Compensation. Employees will suffer no loss in pay or benefits as a result of workplace illnesses and injuries, including the first three (3) days absence not compensated by Workers' Compensation payments. If a Worker's Compensation claim is denied, the District may deduct the first three (3) days of absence from the employee's sick leave or pay if the employee has exhausted all sick leave.

After three (3) days, sick leave may be drawn on a pro-rata basis and added to Worker's Compensation benefits for an approved claim. The combined pay shall not exceed the employee's regular salary.

#### Unpaid Leaves

- Sec 13.12 Temporary employees are not eligible for unpaid leave under this article.
- Sec 13.13 Unpaid leaves of two (2) days or less during any contract year shall result in a deduction from the employee's pay in the amount of 1/190th of the employee's regularly contracted salary for each day absent. Employees must notify his/her building principal or supervisor at least five (5) workdays in advance of the anticipated absence except in cases of emergency due to no fault of employee.
- Sec 13.14 The parties will comply with state and federal family leave laws.
- Sec 13.15 Extension of Parental/Family Leave. Extension of parental leave beyond state and federal requirements shall be at the sole discretion of the District. The employee will be given opportunity to present unusual circumstances in writing to the District for their review, evaluation and decision.
  - Sec 13.15.1 Should the District extend the parental leave, the District will accept from the employee, during this period, funds to pay the employee's insurance for dental and health coverage. These insurance premiums must be paid by the 15th day of the month preceding the last day of used sick leave, and by the 15th day of the

month thereafter. The decision by the District whether or not to extend parental leave beyond twelve (12) weeks shall not be subject to the grievance procedure. If the employee's extension is denied the District will respond in writing stating the reasons for denial. A copy must be sent to the employee.

- Sec 13.15.2 Extension of family leave beyond that provided by the state and federal family leave laws shall be at the discretion of the District and not subject to the grievance procedure. Upon granting an extension, the District will accept from the employee, funds to pay the employee's insurance for dental and health coverage. These insurance premiums must be paid by the 15th of the month.
- Sec 13.16 Upon petition to the District by an employee for a long-term (e.g., longer than 2 work days per contract year) unpaid leave of absence the employee will be given an opportunity to meet with the Superintendent or the designee to present their reasons for requesting the leave. The Superintendent or the designee shall assess, evaluate, and establish conditions in terms of granting the leave and provide written notification to the employee. The decision of the Superintendent or the designee shall be final in these cases.
- Sec 13.17 If unpaid leave is approved, the employee shall be allowed to return to the District at the end of the leave to the same or similar position held before the leave began, providing they hold the proper licensure for the position. Contractual benefits, including but not limited to salary placement, eligibility for fringe benefits, seniority, and any other accrued benefits shall be reinstated in a manner which reflects neither loss nor gain for the employee as a result of taking the leave.
- Sec13.18 Sabbatical Leave. Once every seven years, employees have the opportunity to take an unpaid leave of absence for the duration of a year for rest, study or travel. No gain or loss of seniority will be accrued.
- Sec 13.18.1 This sabbatical must be pre-arranged to give the District time to obtain suitable relief, with consent of both parties. Employees must inform the District by March 15 of their intent to return for the succeeding year. Employees taking this leave will be able to purchase insurance through the District at COBRA cost.
- Sec 13.18.2 Notwithstanding the one (1) year leave limitation above, employees who obtain a teaching position through the United States Department of Defense will be permitted two years of sabbatical leave.
- Sec 13.19 Military Leave. This leave shall be in accordance with applicable Oregon and federal law.
- Sec13.20 Leave of Absence for Peace Corps. This leave shall be in accordance with applicable Oregon and federal laws.
- Sec 13.21 Search and Rescue. This leave shall be in accordance with applicable Oregon and federal law. (See ORS 652.250.)
- Sec 13.22 Association Leave. The Association is allowed to allocate up to ten (10) days per year or twenty (20) half-day increments to members for Association business. The cost of the

substitute will be paid by the Association. All Association leave requests shall be submitted by the Association executive board.

## **Article 14 - Reduction in Staff/Layoff and Recall**

- Sec 14.1 This layoff procedure shall apply to all layoffs and to all non-renewals or dismissals of probationary employees for other than performance related reasons.
- Sec 14.2 If the District has formally considered a reduction in staff, it will notify the President of the Association within 15 days. Such notice shall be in writing indicating the programs, which may be affected and will be accompanied by a seniority list of all employees in the bargaining limit.
- Sec 14.2.1 Seniority shall be computed based upon the first date of actual employment in a bargaining unit position. Seniority will be broken (forfeited) as a result of any resignation or termination.
- Sec 14.2.2 If two employees are equal in District seniority, the tie will be broken by drawing lots. The established permanent seniority list will be updated yearly to reflect changes and will be distributed to staff.
- Sec 14.3 Inasmuch as possible, normal attrition will be used. That is, employees who resign will not be replaced if there are qualified employees available in the District to meet the revised needs and requirements. "Qualified", for purposes of this article, shall mean the employee's seniority, licensure and competence as defined in Section 14.6.
- Sec 14.4 The District shall make every reasonable effort to transfer employees whose assignments are eliminated to other positions for which they are qualified.
- Sec 14.5 Where existing members of the bargaining unit cannot be transferred to other positions for which they are qualified through every reasonable effort, the District shall lay off employees in the inverse order of seniority (least service/first released; longest service/last released). Retained employees must be licensed or otherwise authorized by law to teach or hold the position.
- Sec 14.6 The District will determine the employees to be retained by means of the following criteria:
- Sec 14.6.1 A determination of which employees hold the proper licensure to fill the remaining position(s);
- Sec 14.6.2 A determination of the seniority of employees;
- Sec 14.6.3 The District may retain a less senior employee, thereby laying off a more senior employee, only in the event that the less senior employee possesses more competence. The District shall bear the burden of proof of greater competence of less senior employees.

- Sec 14.6.4 For the purpose of administering the term "competence", the parties define the word "recent" and the terms "grade level" and "educational attainment" as follows:
- Sec 14.6.4.1 Recent: Having taught at a particular grade level within the past six years.
  - Sec 14.6.4.2 Grade Level: Each of the following grade level clusters shall be considered a "grade level": K-6, 6-12.
  - Sec 14.6.4.3 Educational Attainment: (1) an employee is licensed in a given subject or endorsement area at the time that a layoff is declared but has not met the recent teaching requirement, and/or (2) is willing to complete additional training and educational preparation equivalent to eight credit hours prior to the beginning of the new school year in order to qualify for retention. The specific credit hours must be approved by the District. Upon an employee's request or by the District's own initiative, the District will give due consideration to these provisions prior to making the determination to retain or lay off any employee.
- Sec 14.6.5 The District and the Association shall form a committee with equal number of members to make a recommendation regarding the appropriate measurements of effectiveness and consideration of the inclusion of merit.
- Sec 14.7 Laid off employees may at their option maintain membership in the group for insurance purposes at their own expense.
- Sec 14.8 Any employee laid off under this article shall have the right of recall for any position created or vacant for 27 months after the actual date of layoff. If a laid off employee is recalled and then laid off again, the 27 month recall starts over from the date of the most recent layoff.
- Sec 14.9 An employee who is recalled shall retain the contract status and position of seniority obtained before the layoff under this article. A probationary employee who is recalled shall have length of employment for the District count as if the employment had been continuing for purpose of obtaining contract status.
- Sec 14.10 Employees shall be recalled in inverse order of layoff, subject again to the requirement that the employee be licensed.
- Sec 14.11 Notice of an offer of recall shall be by certified mail to the employee's mailing address officially registered with the personnel office. Employees shall have the duty to keep the personnel office advised in writing at all times as to their correct mailing address and must register all changes in writing with the personnel office. A copy of the notice of offer of recall shall be mailed immediately to the Association. To accept an offer of recall, the employee must indicate acceptance within ten (10) calendar days of the notice of recall. The ten days begin on the date the employee signs the receipt of said recall offer or the District's receipt of notice of non-delivery. Failure to respond shall constitute a rejection of such offer. Rejection of an offer does not result in either removal from the list or change in relative seniority.

- Sec 14.12 The District shall advise all affected employees of their recall rights in writing at the time of layoff under this article.
- Sec 14.13 Employees who have been reassigned to a subject or position they have not held in the past five years will be eligible for additional training at District expense.

## **Article 15 – Salary**

- Sec 15.1 The salary schedule for 2021/2022, 2022/2023 and 2023/2024 are attached to this Agreement as Appendix A, B & C and are incorporated by this reference. The 2021/2022 salary schedule includes a 3% increase over the 2020/2021 schedule, the 2022/2023 salary schedule includes a 3% increase over the 2021/2022 schedule and the 2023/2024 salary schedule includes a 3% increase over the 2022/2023 schedule.
- Sec 15.2 Initial Placement: Licensed Staff Members (excluding Career and Technical Education Members --see 15.2.1)-New hires shall be given credit on the salary schedule based on years of licensed experience requiring TSPC issued license or other professional licensure (e.g., Speech Language Pathologist).
- Sec 15.2.1 Career and Technical Education Members - CTE certification shall qualify a teacher for placement in Column I at the step equal to years of work experience in the discipline for which the CTE teacher was hired. CTE teachers with prior teaching experience will also receive step credit for each year of teaching experience, provided that no more than one year's credit will be given for any year.
- Sec 15.2.2 The Superintendent may allot new hires up to three (3) additional vertical placement steps if they are hired for positions identified in the most recent U.S. Department of Education's Teacher Shortage Areas report for the state of Oregon. The Association must be notified of such allotments within one week of date of hire.
- Sec 15.3 Employees asked by an administrator to take on another member's workload (in addition to their current workload) should someone be absent, transferred, or a position becomes open, will be compensated according to the number of hours worked for such member at Step 8, Column 3.
- Sec 15.4 The employee portion of the PERS/OPSRP contribution will be deducted from the employee's salary and forwarded by the District to PERS.
- Sec 15.5 Employees who have a current, active National Board or ASHA Certification shall receive an annual stipend in the amount of \$1,250.
- Sec 15.6 Horizontal movement: Licensed staff members (excluding Career and Technical Education Members -see Sec 15.6.4) -horizontal movement shall be available to those licensed staff members who have completed sufficient quarter hours of training subsequent to the Bachelor's Degree (and TSPC certification) as indicated on the adopted salary schedule and as long as the following conditions are met:

- Sec 15.6.1 The training is taken through an accredited college or university.
- Sec 15.6.2 Credits earned for horizontal movement on the salary schedule must match one of the following criteria. Prior approval for horizontal advancement must be secured from the District for courses designated 300 and lower. Approval will not be unreasonably denied, and upon request the reasons for the denial will be provided in writing.
- Criteria
1. Course work taken as part of a Professional Development Plan.
  2. Course work in advance degree or fifth year, and/or licensure program requirements.
  3. College credit courses related to the employee's teaching assignment.
  4. District-approved in-service courses or workshops.
- Sec 15.6.3 Official notification of credits earned must be from the college or university in the form of an official transcript or grade slip. A change in degree status must have an official transcript or a copy of the degree. These must be on file in the District administration office prior to November 1 if the credit is to apply to a salary change for that school year.
- Sec 15.6.4 Career and Technical Education (CTE) Members -CTE teachers will receive credit for movement to the next column based on college coursework, or for approved, documented training relevant to their discipline and included as part of a Professional Development Plan. Credit for training will be at the rate of 1 credit hour for each 8 hours of training.
- Sec 15.6.5 When making a horizontal move from column III to IV, the teacher shall be placed on the step equating to their years of service. This may result in the teacher gaining more than one step in that year.
- Sec 15.7 All bargaining unit members shall be admitted to all school-sponsored activities at no charge. The staff identification badge shall serve as the admissions pass. Admittance to school sponsored activities shall be a part of the official compensation package.
- Sec 15.8 The District shall permit members who live in the District to enroll their children in the school to which the employee is assigned. The employee shall be responsible for transportation of their children.
- Sec 15.9 In the event the District believes that it has overpaid an employee, it will first send a written notice to the employee advising the employee of the amount of the error, the reason for the error, and a suggested repayment schedule. A copy of the notice will be provided to the Union. The suggested repayment schedule shall not require a repayment of more than \$200 per paycheck. The employee will be given three options:
1. Accept the proposed repayment schedule;
  2. Propose an alternative repayment schedule; or

3. Reject the repayment schedule.

In the event the parties are unable to agree to a repayment plan, nothing in this agreement prevents the District from seeking a repayment order from the County Circuit Court.

Sec 15.10 New hires paid in August shall be paid by physical check.

## **Article 16 – Extended Contracts**

Sec 16.1 If the applicable program or service is to be provided, extended contracts may be offered for the following positions.

Consumer and Family Science  
Guidance Counselors  
Media Specialists  
High School Department Heads  
Middle School Department Heads  
High School Activities Director  
High School Head Guidance Counselor  
High School Athletic Director  
Employees in charge of school businesses  
Middle and High School Counselors  
Nurses  
CYRC Head Teacher  
Other employees as approved (Article 16.6)

Sec 16.2 A minimum of five days may be assigned for an extended contract position, excluding middle school positions, as listed in Sec.16.1. There shall be allocated twenty (20) days each year to be divided equitably among assigned department heads at the middle school level. Before changing the number of days other than the five days minimum of a previous extended contract, the District will confer with the assigned employee and the Association as to whether the changed number of days is warranted. The building administrator will submit a request to the Superintendent for additional days as needed.

Sec 16.3 The District may contract yearly for additional days beyond the minimum with the approval of the assigned employee and the Association. Acceptance of department head assignments is voluntary.

Sec 16.4 Extended contract days may be established either at the end of a school year or at the beginning of a school year by the District.

Sec 16.5 In all cases of extended contracts the building principal, with the approval of the Superintendent, may convert any one day or days to an hourly segment of any day in the contract period.

Sec 16.6 An employee may request an extended contract based upon the requirements of completing additional work beyond the employee's basic job description.

Sec 16.7 The day shall be equivalent to eight hours for extended contracts.



- Sec 16.8 The pay rate for extended contracts shall be 1/190th of the employee's base pay.
- Sec 16.9 A list of all extended contract positions and the number of days for each position shall be reported to the Association President by October 15. Any additions or deletions after that date shall be reported to the Association President within five (5) days.

## **Article 17 – Extra Pay Conditions**

- Sec 17.1 The extra pay salary schedule is attached to this Agreement as Appendix ~~BD~~ and is incorporated by this reference. If the duties of a position contained in Appendix ~~BD~~ are performed, the individual(s) hired to perform the work shall be paid the rates contained in Appendix ~~BD~~.
- Sec 17.2 Vacant extra pay positions shall be posted in accordance with Sec 9.2 of this Agreement. Bargaining unit members will be given first consideration. If the position goes unfilled then the building principal will select a qualified person to fill the extra pay position as a temporary position.
- Sec 17.3 The salary placement of any new extra pay positions shall be negotiated with the Association.
- Sec 17.4 Extra pay of Athletics and Activities as listed shall apply only to bargaining unit members. This in no way restricts the District from securing the services of other persons not covered by this Agreement for the performance of these duties; however, compensation for non-bargaining unit members cannot exceed the levels provided in Appendix ~~BD~~.
- Sec 17.5 For purposes of placement of coaches on the Extra Pay schedule the following conditions apply:
- Sec 17.5.1 Years of experience as a volunteer in the compensated activity shall be accepted;
  - Sec 17.5.2 Years of experience in the compensated activity with another employer shall be accepted;
  - Sec 17.5.3 In the event a Head Coach moves to an Assistant Coach in the compensated activity, years of experience as Head Coach shall be applied to arrive at placement on the Assistant Coach salary scale.
- Sec 17.6 A minimum of one evaluation for the extra duty assignment shall be completed every year by the Athletic Director or the Principal. Forms will be provided by the District. If, in the District's judgment, a written program of assistance for improvement (plan for improvement) is needed, then one will be established, discussed with the coach and implemented.
- Sec 17.7 A list of all extra pay positions and their salaries shall be reported to the Association President by October 15. Any subsequent additions or deletions shall be reported to the Association President within 5 days.

Sec 17.8 If a high school athletic team's season is extended due to participation in the playoffs or state competition, the participating coaches of that team will receive an additional payment of 7% of the stipend for each week the team is in the playoffs. High School Band or Vocal Instructors shall receive a one-time payment equal to seven percent (7%) of their stipend for participation in and attendance at OSAA State Competition(s).

Sec 17.9 Employees will not be asked nor required to perform janitorial work.

### **Article 18 – Base Hourly Per Diem Rate**

Sec 18.1 Base hourly per diem rate will be paid for District-approved curriculum work, material selection, and staff development. The hourly rate is determined by dividing step 1 of Column IV on the salary schedule by one hundred ninety (190) then dividing by eight (8).

Sec 18.1.1 Material Selection Committee can receive up to six (6) hours of pay for a given year.

### **Article 19 – Emergency School Closure**

Sec 19.1 Temporary school closure may be forced by emergency conditions such as, but not limited to, inclement weather conditions, fire, flood, explosion, failure of heating plant, water supply, electrical service, sewer service, lack of essential energy supply for building use, inability to transport students to and from school, Act of God, or declaration of a state, regional emergency or national emergency, or an emergency declared by the District. The Superintendent or designee will declare closure.

Sec 19.2 The employees covered in this Agreement are not to report to work when a school closure occurs as set forth in Sec. 19.1. The District agrees to pay employees covered by this agreement for any day of closure when students are not required to attend. In consideration of that payment, the Association and employees agree to make up any such lost days without additional pay not to exceed the total number of contractual days. Such make up days may be non-student days for preparation, training or planning.

### **Article 20 – Employee Insurance**

Sec 20.1 The District will contribute up to the following amount toward the full step rate premium per month, per employee, towards the cost of OEGB offered plans selected by the Association effective October 1 of each year:

	2021-2024
Employee Only:	\$685

Employee Plus Spouse:	\$1,443
Employee Plus Children:	\$1,271
Family:	\$2,033

Disability insurance will be provided with the employee paying the full premium. Any supplementary or "add-on" insurance coverage will be at the expense of the member and shall be paid for via payroll deduction.

Sec 20.1.1 The District insurance premium contribution amount will not increase during a status quo period.

Sec 20.1.2 Employees who select an OEGB High Deductible Health Plan shall receive a monthly District contribution into a Health Savings Account (H.S.A.) equal to the maximum annual employer contribution permitted by law divided by the number of paychecks the employee receives. It is understood that the maximum annual employer contribution is based on the employee's enrollment status of either Self-Only or Family. Except as provided in Sec. 20.1.2.1, the District's H.S.A contribution will be the lesser of the maximum amount provided by law, or the difference between the monthly premiums for OEGB plans selected by the employee and the District's cap amount above the premiums for the OEGB plans selected by the employee. The District will not contribute toward catch-up contributions.

Sec 20.1.2.1 Contributions to an H.S.A will be subject to the maximums allowable under the law. In no case shall the District be obligated to pay any additional contributions into a H.S.A or any other additional compensation beyond the employer H.S.A maximum contribution allowed under the law.

Sec 20.2 Oregon Educators Benefits Board (OEGB) will be the exclusive provider of medical insurance benefits, effective October 1, 2010.

Sec 20.3 Married couples or domestic partners within the bargaining unit who are both employees of the District shall designate which employee shall be the primary insured. Upon such designation the non-primary employee shall be insured as a dependent on the primary insured's policy, and the District shall no longer provide individual insurance benefits for the identified dependent. Married couples or domestic partners within the bargaining unit who are both employees of the District may choose either the option defined in 20.3.1 or the option defined in 20.3.2.

Sec 20.3.1 The District will make an annual contribution, in the name of the dependent employee, to a qualified IRS Section 125 medical benefit account. The amount of the contribution will be equal to the maximum potential out-of-pocket cost for which the dependent may be liable under the primary insured's policy. The dependent may draw on this account as reimbursement for any qualifying medical expenses during the year. At the end of the year any unspent funds remaining in the medical account will revert to the District.

- Sec 20.3.2 Subject to the rules and regulations of the insurance carrier, OEBC, and the IRS, active employees who maintain and provide proof of another medical benefit plan may opt-out of District sponsored health insurance coverage.
- Employees who opt-out of health insurance coverage, and who are otherwise eligible for a District contribution towards insurance premiums, will receive a monthly stipend included in their paychecks in the amounts equal to 27.5% of the family insurance contribution in Sec 20.1, less any imposed surcharges.
- Sec 20.4 Bargaining unit members not covered by 20.3 above may opt out pursuant to 20.3.2 above.
- Sec 20.5 For those employees who work the 190-day contract, as defined in this Agreement, twelve (12) continuous months of benefits will be provided. New employees shall have their benefits start on the first contract day pursuant to carrier rules and regulations.
- Sec 20.6 If an employee's employment is terminated prior to the end of the school year, the District's payment of premiums shall cease as of the last day of the month the employee is employed.
- Sec 20.7 In the event an employee wishes to take an early retirement between ages 62-65, inclusive, and is not eligible for the plan outlined in article 22 of this Agreement, said employee may at the time of retirement elect to remain in the District group insurance plan provided the employee shall reimburse the District for full amount of premiums. This provision is subject to the insurance carrier's approval and is subject to changes in retirement laws.
- Sec 20.8 For the term of this Agreement the District shall offer an IRS Section 125 plan.
- Sec 20.9 The District acknowledges the Affordable Care Act as it relates to temporary employees.

## **Article 21 – Educational Development and Improvement**

- Sec 21.1 Subject to the limitations in the remainder of this article, the District reimbursement will not exceed the rate charged by Portland State University or the Division of Continuing Education. If an employee does not use all the money allocated, the money available for that employee's tuition reimbursement may be accumulated up to an amount equivalent to 16 hours tuition payable in any given year.
- Sec 21.1.1 Employees in their first two (2) years of employment in the District and who are initially placed at step three (3) or below will accrue six (6) hours tuition per year.
- Sec 21.1.2 Employees with three or more years of employment in the District or who are initially placed at step four (4) or above on the salary schedule will accrue four (4) hours tuition per year.

Sec 21.2 The District may either reimburse members or directly pay the college/testing company for the cost of courses, workshops, or tests described in Sec 21.4. Employees are required to submit proof of completion of such courses within ninety (90) days of the posting of final grades or forfeit the prepaid amount.

Upon failure to provide proof of course completion or a grade report demonstrating a passing grade as described in this Article, the District shall deduct the total amount prepaid on the employee's behalf over the next three (3) payroll periods in equal amounts. This provision can only be waived if the student furnishes documentation from the college indicating the college is the cause of the delay.

Sec 21.3 It is the responsibility of the employee to see that evidence of satisfactory course completion (as evidenced by a transcript with grade of "C" or better, including a "Pass" option; grade slip; or college website printout) and/or test results are submitted to the personnel office within 90 days of satisfactory completion.

Sec 21.4 Employees may request District funding for enrollment in course, workshops, and tests. The course, workshop, or test must meet one of the following criteria or be approved by the employee's principal. Employees may but will not be encouraged to use tuition reimbursement for District initiatives.

#### Criteria

1. Course work taken as part of a Professional Development Plan.
2. Course work in advance degree or fifth year, and/or licensure program requirements.
3. College credit courses related to the employee's assignment.
4. District approved in-service courses or workshops.
5. Required test for certification or required licensure with passing score.

Sec 21.5 The District shall allocate \$90,000 per fiscal year for tuition reimbursement. The District will notify the Association any time the unallocated fund balance reaches five percent (5%) of the amount allocated.

Sec. 21.6 Effective January 1, 2019, members shall be paid for pre-approved District initiated educational meetings, trainings, conferences, workshops, observations or events of a similar nature held outside of the contract year, at the rate described in Article 18.1, up to eight (8) hours of attendance per calendar day. Compensation shall not be paid for employee directed or initiated educational meetings, trainings, conferences, workshops, observations, or events such as college course work that happens to align with a district initiative. Compensation paid under this section shall not be deducted from the reimbursement fund detailed in Section 21.5

## **Article 22 – Early Retirement**

Sec 22.1 Retiring employees hired prior to July 1, 1993, with a minimum of 17 years of service to the District are eligible for District-paid medical, vision and dental insurance for the retiree and spouse not to exceed \$400 per month until the employee is eligible for Medicare. Benefits will continue for three months for the spouse after the demise of the

employee providing the employee was still eligible for benefits at the time of death. The following additional requirements must be met:

- Sec 22.1.1 The employee must be eligible for full PERS benefits with 30 years of service at age 55; or
  - Sec 22.1.2 Age 58 without regard for PERS benefit eligibility; or
  - Sec 22.1.3 District employees who are less than 55 years of age, but are otherwise eligible for full PERS benefits under Sec. 22.1.1 above, may retire at an earlier age if they choose. However, the benefit will be prorated so that the total will not exceed the amount they would have received under Sec. 22.1.1 above.
  - Sec 22.1.4 District employees who choose to retire between the ages of 55 and 58 with less than 30 years of service in PERS may retire earlier if they choose. However, the benefit will be prorated so that the total will not exceed the amount they would have received under Sec. 22.1.2 above.
- Sec 22.2 All excess funds between the actual cost and the \$400 per month cap shall be deposited into an Early Retirement Fund to help pay for those retiring after September 1, 1993. These dollars, while accounted for separately, shall be pooled with District-invested funds and receive pro-rated interest. The District will make no less than 12 equal monthly installments to this fund. All new hires after July 1, 1993 shall not be eligible for this program.

## **Article 23 – Teaching Methods and Techniques**

- Sec 23.1 The teaching process requires the use of methods, techniques, skills and approaches which are appropriate to the educational level of students and the subject matter or learning experiences to be taught. Teachers have a prerogative to select those methods, techniques, skills and approaches which are deemed best suited to circumstances and conditions set forth by the above-named factors.
- Sec 23.2 The teacher has the right to employ those methods, techniques, skills and approaches designed to fit the appropriate subject matter and to meet the needs of the class and individual students.
- Sec 23.3 The District retains the right to review said methods, techniques, skills and approaches. It also retains the right to call upon competent authorities who can evaluate the appropriate use and effectiveness of said methods, techniques, skills and approaches in question, if necessary.
- Sec 23.4 In the event of a review, the teacher shall have the opportunity to present his/her views in a hearing held for this purpose before the District, and has the right to representation of his/her own choosing.
- Sec 23.5 The District retains the right to establish the appropriate procedure under the law for the conduct of any such hearing(s). The decision of the District shall be final.

## **Article 24 – Textbook, Instructional Materials and Instructional Equipment Selection**

Sec 24.1 School districts are charged with the responsibility under ORS 337.120 of adopting instructional materials which will be used in the District schools. The District recognizes the rights of teachers to examine, review, compare and evaluate instructional materials and will give careful and serious consideration to recommendations given to the District by teachers and school administrators in the selection of appropriate and sufficient textbooks and instructional materials as required under Oregon law. Further, teachers shall have the opportunity to make recommendations regarding other instructional materials and instructional equipment.

## **Article 25 – Employee Evaluation**

Sec 25.1 Pursuant to Oregon Revised Statute 342.850, the District shall conduct evaluations of employees based on job descriptions and performance standards with the adopted evaluation policies.

Sec 25.2 Each year a committee representing an equal number of teachers assigned by SHEA and administrators designated by the Superintendent will review the current evaluation process from the Licensed Educators Evaluation and Growth System and suggest modifications if needed. The composition of the committee shall appropriately represent subjects and grade levels.

Sec 25.3 Adoption of changes or revisions shall be through acceptance from SHEA, the Superintendent, and the school Board. Changes will be implemented when the Teacher Evaluation and Professional Growth Handbook is revised and approved. This handbook will serve as an addendum to the current contract and shall become effective with the new evaluation cycle.

Sec 25.4 Where serious deficiencies are identified through the formal observation process and noted in writing in the evaluation documents, an employee may be placed on a program of assistance for improvement. A Program of Assistance for Improvement (PAI) will be developed by the evaluator in cooperation with the employee. A Program of Assistance for Improvement shall be in writing, in accordance with ORS 342.815 and shall consist of a minimum of 60 calendar days.

Sec 25.5 An employee may request to have an Association representative present during any meetings held with the evaluator or any other administrator regarding the Program of Assistance for Improvement.

Sec 25.6 While the components of a Program of Assistance for Improvement may be varied the following principles shall be contained in plans resulting from deficiencies noted in the evaluation documents:

- a) The plan will identify the performance standards deemed deficient.
- b) The plan will set forth a description of the expectations related to the deficiency(ies).

- c) The plan will include a description of assistance and resources to be provided to the employee which may include but are not limited to mentoring, coursework, book studies, coaching, classroom visitations, etc.
- d) The plan will identify monitoring procedures.
- e) The plan will establish a completion date.

Sec 25.7 Successful programs of assistance for improvement shall not be placed in personnel files since they are for the specific purpose of improving instruction. Programs of assistance for improvement are not intended to be punitive in nature. Once a plan of assistance has been completed, the supervisor will place a note on the employee's final evaluation documenting the successful completion.

## **Article 26 – Employee Rights**

Sec 26.1 The District shall not discipline, reprimand, suspend or reduce in compensation any employee without just cause. Just cause for the purpose of this Article is defined as:

Sec 26.1.1 The charges against the employee can be substantiated.

Sec 26.1.2 The punishment is to meet the infraction.

Sec 26.1.3 Discipline will be administered in an evenhanded manner.

Sec 26.1.4 The employee will be told the charges and given the information forming the basis for such action.

Sec 26.1.5 The employee will have the opportunity to respond to the charges.

Sec 26.1.6 The employee will have the opportunity to discuss the matter with his/her supervisor.

Sec 26.2 An employee has the right to representation at any stage of the grievance procedure and at any meeting or hearing which may be disciplinary in nature, before the District administration or school Board. The employee may represent himself/herself and be represented by the Association.

Sec 26.3 Each employee will prepare a written outline of the evaluation system for determining student grades in accordance with District policy. Teachers will determine grades of students; grades may be changed only after first consulting with the teacher and approval of the Superintendent.

Sec 26.4 An employee may be given verbal direction, comment or reprimand by the administration for constructive, corrective purposes to prevent employee actions which, if not brought to the attention of the employee, could lead to a more serious infraction or problem.



- Sec 26.5 Any employee has the right to review the contents of their personnel file during administration office hours and may file a written rebuttal to anything placed therein. Such rebuttal, once filed, shall be a permanent part of the personnel file as provided by ORS 342.850. Confidential letters of reference secured from sources outside the school system may be excluded from the materials available for the employee's inspection. An employee may request outdated material (more than three (3) years old) related to their performance in the District, excluding disciplinary materials, be removed from the personnel file. With concurrence of the Superintendent the material shall be removed.
- Sec 26.5.1 For the purpose of assisting the employee or the Association in the prosecution or defense of any contractual, administrative, or legal proceedings, including but not limited to grievances and Fair Dismissal proceedings, the District shall allow the employee to acquire copies of their personnel file and any other files or records of the District which pertain to the employee or any issue in the proceeding in question. The District will be allowed to charge a reasonable fee for the preparation of requested material. A representative of the Association may accompany and assist the employee at any time or may be authorized by the employee to review such information.
- Sec 26.6 Principals and/or supervisors may retain working files for employees they supervise. The parties agree material from a principal and/or supervisor's working file will be either transferred to an employee's personnel file or destroyed within twelve (12) months of the document being created.
- Sec 26.7 Disciplinary measures relating to employees shall be made in private and not in front of students or other employees. However, if the case involves an employee responsible to a staff member who is their immediate superior, but not the principal, it may be made in front of another employee.
- Sec 26.8 All information forming the basis for written disciplinary action will be made available to the employee and the designated representative at the employee's request.
- Sec 26.9 Nothing in this Article shall be construed so as to apply to the dismissal of a contract or probationary teacher, or the non-renewal or termination of a probationary teacher, it being the intent of the parties that such matters are covered exclusively by the Fair Dismissal Law and are thus not part of this Agreement. Furthermore, nothing in this article shall be construed so as to apply to the assignment to or retention of Extended Contracts and Extra Pay as listed elsewhere in this Agreement. The District and the Association agree that the dismissal or termination of the employment of a non-probationary employee not covered by the Fair Dismissal Law shall be subject to the just cause standard found in Sec 26.1 of this Article. Grievances filed in such circumstances shall be subject to the Grievance and Arbitration procedures found in Article 29 of this Agreement
- Sec 26.9.1 The District agrees to provide two weeks' advance notice to probationary employees of the intent to recommend non-renewal to the School Board. All such notices will be copied to the Association.
- Sec 26.10 Health and Safety

- Sec 26.10.1 The District will comply with ORS 339.327 regarding notification to employees of possible threats.
- Sec 26.10.2 The District shall provide safe and healthful working conditions as provided by applicable laws. Alleged violations of this section are exempt from the grievance process of the Agreement and unfair labor practice procedures and must be pursued through the appropriate state or federal agency.
- Sec 26.10.3 All employees shall be provided with a copy of the Building discipline codes, and the District's policy on student discipline will be posted on the District website. District and building discipline procedures shall be reviewed with employees annually.
- Sec 26.10.4 The District shall provide in-service or training on discipline topics, including legal issues surrounding student discipline and methods for intervening in crisis situations. The District will also provide training for case managers and counselors regarding behavior plans under IDEA Section 504 and when information may be shared with staff.
- Sec 26.10.5 If an employee has been threatened and feels unsafe, they may access leave. Upon notification of the employee by the District of a threat, the employee shall also be notified of their right to access paid district leave for the remainder of the school day. The employee must notify the principal before taking leave and will be allowed to begin this leave no later than one (1) hour after giving notification. The District reserves the right to extend additional paid district leave to the employee; however, an employee may use their own paid leave if additional paid days are not granted. In either case, if this leave extends to 72 hours, the employee and a SHEA representative must meet with the administration to resolve any outstanding issues and concerns.

Sec 26.11 Student Discipline

Disruptive student behavior will not be allowed to hinder the progress of the class. When a student's behavior interferes with the classroom instruction or threatens the health, safety or welfare of the employee, other employees, or other students, the employee shall be authorized to send the student or students to the school's designated location. Upon request, a meeting will be held when a student is removed from class. Prior to returning to class, the student will display safe learning-ready behavior. Appropriate measures to deal with disruptive behavior, including both temporary and permanent removal from class, will be included in the policy handbook, student handbook, and teacher handbook in each building.

The District will ensure that all buildings have a discipline plan in place by September 15. The site-based plan will include the designation of a location for students to be sent who are compromising the safety of staff or other students, possible responses to student behaviors, structures of communication between employees and administrators regarding student behaviors, and ways staff could recognize positive student choices.

The parties recognize that the primary responsibility for student conduct rests with the classroom teacher, but the building plan shall list the kinds of support and how the teacher can access support from others, including building administrators, counselors,

and District specialists, and including the steps that will be taken if a student threatens or harasses a teacher. In the exercise of their responsibility, members and building administrators shall observe the provisions of the handbooks in handling disciplinary problems in the classroom and will provide annual notification of the standards and procedures contained therein.

#### 26.11.1 Administrative Support

A member who is assigned to teach or supervise a student may ask the building administrator(s) to discuss any disruptive situation involving that student and explain how the situation was handled and any ongoing developments.

If the teacher completes a written behavioral referral to the Principal, the teacher will receive written feedback about the action taken within a reasonable time frame, generally expected to be forty-eight (48) hours.

The District will establish procedures for alerting teacher(s) whose name(s) appears on a targeted list threatening violence or harm to the district employee and when threats of violence or harm are made by a student or others.

The District shall assist the employee desirous of filing complaints with law enforcement agencies against any individual who physically, verbally, electronically, or telephonically abuses, intimidates, or interferes with a member performing their duties for the District.

#### 26.11.2 Information Sharing

The District will seek to obtain from juvenile authorities available information concerning students enrolled in District schools who have been adjudicated by the criminal law system, and information about the nature of their offense. School officials will set up procedures so that this information will be available, in accordance with the law, to members who have a “need to know” as a result of an assignment to teach or supervise the student.

Student 504 Plans, IEPs, disciplinary records and Behavior Plans, including behavioral goals and required behavioral modifications, will be made available to all teachers assigned to teach such students within thirty (30) days of the District having possession of those documents.

The District will attempt to obtain the files for students who transfer into the District schools as soon as possible. Each school will use the District records request form and will establish procedures to share relevant student information with members who are assigned to teach or supervise them.

## **Article 27 – Strikes and Lockouts**

Sec 27.1 During the period of this Agreement, neither the Association, its officers, agents, nor any of the employees covered by this Agreement will engage in, encourage, sanction, support or suggest any strikes, slow-downs, mass resignations, mass absenteeism, the willful

absence from one's position, the stoppage of work or the abstinence in whole or in part of the full, faithful and proper performance of the duties of employment for the purpose of inducing, influencing or coercing a change in the conditions or compensation, or the rights, privileges or obligations of employment. Employees in the bargaining unit, while acting in the course of their employment with the District, shall not honor any picket line by the Association or its agents against the District, or any line established by any District employee organization or its agents or any organization attempting or claiming District employee representation against the District.

Sec 27.2 In the event any employee violates this Article, the Association shall immediately notify any such employee in writing to cease and desist from such action and shall instruct them to immediately return to their normal duties. Any or all employees who violate the provisions of this article, directly or indirectly, may be disciplined, including discharge by the District. Such disciplinary action may be undertaken selectively at the option of the District and shall not preclude or restrict recourse to any other remedies, including any action for damages, which may be available to the District.

Sec 27.3 There will be no lockout of employees in the unit by the District as a consequence of any dispute arising during the period of this Agreement.

Sec 27.4 This provision shall not apply to disputes arising out of bargaining obligations under ORS 243.698 (Expedited Bargaining Process) or 243.702 (Renegotiation of Invalid Provisions).

## **Article 28 – Labor Relations Committee**

Sec 28.1 The Superintendent with or without a designee such as Director of Personnel, and SHEA President with another SHEA officer may meet once each month as a means of establishing ongoing communications and sharing of mutual concerns and interests. The parties will meet for the purpose of discussing ongoing labor-management issues and reviewing and interpreting the contract as needed. It is expressly understood by the parties that the committee shall have no authority to negotiate terms and conditions of employment or modify or amend any provisions of this Agreement, nor shall it have authority to adjust grievances.

## **Article 29 – Grievance Procedures**

Sec 29.1 DEFINITIONS

Sec 29.1.1 Grievance. A "grievance" is a claim by an employee, group of employees, or the Association based upon the interpretation, application or violation of this Agreement, affecting an employee or a group of employees. Grievances based on school Board policy or administrative decisions alleging inequities affecting working conditions shall be processed using this grievance procedure; the decision of the School Board on these grievances is final and binding.

- Sec 29.1.2 Grievant. A "grievant" is the person or persons making the claim.
- Sec 29.1.3 Party in Interest. A "party in interest" is the person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve this claim.
- Sec 29.1.4 Days. "Days" shall mean employee work days, except as otherwise indicated.
- Sec 29.1.5 Professional Rights and Responsibilities Committee. This is a term to be used interchangeably with the term Grievance Committee.

Sec 29.2 PURPOSE

- Sec 29.2.1 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 employees. Both parties agree that these proceedings will be kept informal and confidential as may be appropriate at any level of the procedure.
- Sec 29.2.2 Any employee having a grievance may discuss the matter informally with any appropriate member of the administration. Any adjustment or resolution of the grievance must be consistent with the terms of this Agreement. The Association shall have been given the opportunity to be present for such adjustment or resolution and shall have been provided the opportunity to state its views.

Sec 29.3 PROCEDURE

- Sec 29.3.1 Employees have the right to representation at each level of the grievance procedure. This representation will be an Association Representative of the employee's choice.
- Sec 29.3.2 Time Limits. The number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement in writing. When a grievance is submitted on or after May 1, the time limits shall consist of all calendar days so that the matter may be resolved before the close of the school term or as soon as possible thereafter.
- Sec 29.3.3 Failure at any step of this procedure to communicate the decision on a grievance within the specified lime limit shall be construed as a denial and permit the lodging of an appeal at the next step of the procedure.
- Sec 29.3.4 Any grievance not advanced from one step to the next within the time limits of that step shall be deemed resolved by the answer at the previous step and therefore dropped.
- Sec 29.3.5 Year-End Grievances. In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, and if left unresolved until the beginning of the following school year could result in irreparable harm to a party in interest, the time limits set forth herein shall be reduced so that the Grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable.

Sec 29.3.6      Level One - Principal or Immediate Superior. An employee with a grievance shall first provide notification or discuss it with their principal or immediate superior, either directly or with the Association's designated representative, with the objective of resolving the matter informally. This notification shall take place within ten (10)-working days of first knowledge of the incident or act creating the grievance. A written copy of the decision will be sent to the Superintendent, grievant, and the Professional Rights and Responsibilities Committee of the St. Helens Education Association. If the grievance remains unresolved following the informal meeting with the principal the grievance may be presented in writing to the principal within five (5) days of the informal meeting. The principal will respond to the grievant in writing within five (5) days of the receipt of the written grievance, setting forth the disposition of the grievance at that level. A written copy of the decision will be sent to the Superintendent, grievant, and the Professional Rights and Responsibilities Committee of the St. Helens Education Association.

Sec 29.3.7      Level Two - Superintendent

Sec 29.3.7.1      If the grievant is not satisfied with the disposition of the grievance at Level One, or if no decision has been rendered, they may file the grievance in writing with the Superintendent or the designee within five (5) days after the written filing at Level One.

Sec 29.3.7.2      Within ten (10) working days after receipt of the written grievance by the Superintendent or designee, they will meet with the grievant and a representative of the Association in an effort to resolve the grievance. They will respond to the grievant in writing within five (5) days of the meeting at Level Two, setting forth the disposition of the grievance at that level. A written copy will be sent to the Professional Rights and Responsibilities Committee of the Association.

Sec 29.3.8      Level Three - School Board

Sec 29.3.8.1      If the grievant is not satisfied with the disposition of the grievance at Level Two or if no decision has been rendered, they may appeal the grievance to the school Board through the Superintendent within ten (10) days after the meeting with the Superintendent at Level Two.

Sec 29.3.8.2      Within five (5) working days of receipt of the appeal to Level Three the Superintendent of Schools shall forward the grievance along with all related papers to the school Board.

Sec 29.3.8.3      Within ten working days after receipt of the written grievance by the school Board, or by the next Board meeting, the Board shall then hold a hearing with the grievant and witnesses and render a decision in writing within five (5) days after the conclusion of the hearing.

Sec 29.3.8.4      A copy of the school Board's decision shall be sent to the Superintendent, grievant, Professional Rights and Responsibilities Committee of the Association and the immediate superior.

Sec 29.3.9 Level Four - Arbitration

Sec 29.3.9.1 If the grievant is not satisfied with the disposition of the grievance at Level Three, or if no decision has been rendered within five (5) working days of school Board hearing, they may, within five to fifteen (5-15) days after the school Board hearing, request in writing that the Association submit the grievance to arbitration. If the Association determines that the grievance involves the interpretation, meaning or application of any of the provisions of this Agreement, it may, by written notice to the Superintendent within 15 working days after receipt of the request from the grievant submit the grievance to binding arbitration. If any question arises as to whether a particular dispute involves the interpretation, meaning or application of any of the provisions of this Agreement, such question will first be ruled upon by the arbitrator selected to hear the dispute. In the event that a case is appealed to an arbitrator on which he/she has no power to rule, it shall be referred back to the parties without decision or recommendation on its merits.

Except as otherwise expressly provided in this Agreement, the arbitration will be conducted in accordance with the Voluntary Labor Arbitration Rules of the American Arbitration Association in effect at the time.

Sec 29.3.9.2 Within ten (10) working days after such written notice of submission to arbitration, the Superintendent and the Association will attempt to agree upon a mutually acceptable arbitrator and to obtain a commitment from such arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the 10-day period, a request for a list of five arbitrators shall be made to the Employment Relations Board by either party. Upon receipt of the list of five arbitrators, both parties shall strike one name from the list until one name remains. The first one to strike a name shall be determined by a flip of a coin.

Sec 29.3.9.3 The arbitrator so selected will confer with the representatives of the school Board and the Association and hold hearings promptly and will issue their decision not later than 30 calendar days from the date of the close of the hearings or, if oral hearings have been waived, then from the date the final statements, briefs, and documentation are submitted to them. The arbitrator's decision will be in writing and will set forth their findings of fact, reasoning and conclusions on the issues submitted. The arbitrator will be without power or authority to make any decision which requires the commission of an act prohibited by law or which modifies, the terms of this Agreement. The decision of the arbitrator will be submitted to the Board and the Association and will be final and binding upon the parties.

Sec 29.3.9.4 The costs for the services of the arbitrator, including per diem expenses, if any, and their travel and subsistence expenses and the cost of any hearing room will be borne equally by the Board and the Association. All other costs will be borne by the party incurring them.

Sec 29.4            RIGHTS OF EMPLOYEES TO REPRESENTATION

Sec 29.4.1        Employee and Association. Any grievant may be represented at all stages of the grievance procedure by themselves and, at their option, by a representative selected or approved by the Association. The Association shall have the right to be present.

Sec 29.4.2        Reprisals. No reprisals of any kind shall be taken by the Board, Association or by any member of the administration against any party in interest, any representative, any member of the Association, or any other participant in the grievance procedure by reason of such participation.

Sec 29.5            MISCELLANEOUS

Sec 29.5.1        Special Circumstances. If a grievance arises from action or inaction on the part of the administration at a level above the principal or immediate superior, the grievant will submit such grievance in writing to the Superintendent and the Association directly and the processing of such grievance will be commenced at Level Two.

Sec 29.5.2        Written Decisions. Decisions rendered at Level One which are unsatisfactory to the grievant and all decisions rendered at Level Two and Level Three of the grievance procedure shall be in writing setting forth the decision and the reasons therefore and shall be transmitted promptly to all parties in interest and to the Association. Decisions rendered at Level Four shall be in accordance with the procedures set forth in 29.3.8.3 of this article.

Sec 29.5.3        Separate Grievance File. All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.

Sec 29.5.4        Forms. Forms for filing grievances, serving notices, taking appeals, making reports and recommendations and other necessary documents shall be prepared jointly by the Superintendent and the Association and given appropriate distribution so as to facilitate operation of the grievance procedure.

Sec 29.5.5        The grievant will be required to exhaust the grievance procedure set forth in this article before seeking alternative remedies provided that by doing so the grievant will not be deemed to have waived or otherwise prejudiced any constitutional, statutory or other legal rights.

Sec 29.5.6        It is agreed by the Association and the District any grievance regarding Article 8, Nondiscrimination, shall only be processed through Level Three - School Board. If the grievance is not resolved to the complainant's satisfaction, the complainant may choose to pursue resolution by any claim, suit or charge filed with any state or federal agency or court.



## Article 30 – Complaint Procedure

- Sec 30.1      Definition: A complaint is defined as any criticism of the conduct or performance of a bargaining unit employee.
- Sec 30.2      Any person who has a complaint about the actions of an employee shall be encouraged (but will not be required) by the administration to make arrangements to discuss the problem with the employee. The purpose of this step is to make the employee aware of the problem and for the parties to make an effort to reach a mutually acceptable solution.
- Sec 30.3      Informal Complaint: Either party may request a mediated discussion prior to the complaint being reduced to writing. The District will arrange for a mutually agreeable third party to assist the parties in reaching an acceptable solution.
- Sec 30.4      Written Complaints: If settlement of an issue is not achieved and the complainant wishes to pursue the matter further, the complaint will be reduced to writing and signed by the complainant. Complainants will be identified except as may otherwise be required by law. If the complaint is deemed serious enough to be reduced to writing, the following procedures will apply.
- Sec 30.4.1      Level I: The building principal or Superintendent or their designee shall meet with the employee (subject of the complaint) within ten (10) workdays of receipt of the written complaint to discuss the complaint and attempt to resolve the matter to the satisfaction of all parties. A written copy of the complaint shall be made available to the employee at least 24 hours prior to the meeting. The employee will be allowed to present a response to the allegations contained in the complaint.
- The employee agrees not to discuss the matter with the complainant prior to the resolution or retaliate in any way.
- Sec 30.4.2      The administrator shall advise the member of the progress of the complaint within fifteen (15) workdays of the initial meeting including whether any disciplinary action will be forthcoming.
- Sec 30.4.23      Level II: If the complaint is not resolved at Level I, then the employee shall have the right to request a meeting with the complainant and hear the complaint directly. The administrator/supervisor shall attempt to resolve the matter to the satisfaction of all parties.
- Sec 30.4.34      The administrator shall advise the member of the progress of the complaint within fifteen (15) workdays of the initial meeting (Level I, above) including whether any disciplinary action will be forthcoming.
- Sec 30.5      Oral Complaints: Complaints that are not made in writing to the administrator may be reduced to writing by the administrator. Such complaints, once reduced to writing by the administrator, shall satisfy the requirements of this article so long as the complainant is identified (except as may be required by law), and the complaint is signed by either the

administrator or the original complainant. Once an administrator reduces a complaint to writing, it becomes a written complaint as defined in 30.1 and processed under Sec 30.4.

- Sec 30.6 A record of the complaint and any recommendations for improvement shall be placed in the personnel file of the employee only after the above procedure has been followed. A record of the complaint shall not be placed in the personnel file of the employee if the complaint is found to be without merit.
- Sec 30.7 Employee Statement: An employee may attach a written statement to any material placed in their personnel file under the provisions of this Article.
- Sec 30.8 Any complaint which the administrator or supervisor chooses not to discuss with the employee or which is not discussed within the required time shall not be considered in the employee's evaluation, shall not be used against the employee in any subsequent action by the District, nor shall any record be kept in the employee's Personnel file.
- Sec 30.9 The employee has the right to representation at all levels of the Complaint Procedure.
- Sec 30.10 The procedures set forth in this article shall apply in so much as they do not interfere with any investigative action by law enforcement.

### **Article 31 – Re-employment of Retired Employees**

- Sec 31.1 Bargaining Unit members who retire under PERS/OPSRP mid-year and who are subsequently employed to complete their assignment will continue to be members of the bargaining unit until the end of the school year.
- Sec 31.2 Bargaining unit members shall give ninety (90) days' notice of intent to retire to the District in order to be eligible for rehire. The District is not obligated to re-employ mid-year retired employees and has the sole discretion over hiring decisions. The District shall advise, upon request, potential mid-year retirees as to whether or not they will be rehired for the remainder of the school year. Should the employee choose to retire following consultation with the District, they shall give the District a sixty (60) day notice.
- Sec 31.3 Mid-year retirees shall not have any expectation of rehire beyond the end of the school year in which they retire. The termination of this limited duration assignment shall not be considered discipline or dismissal, and shall not grant the employee rights under Article 14-Reduction in Staff/Layoff and Recall.
- Sec 31.4 Mid-year retired employees shall have the benefit of the provisions of this agreement except as follows:
- Sec 31.4.1 Discretionary Leave. Retirees will be eligible to use any remaining discretionary leave.
  - Sec 31.4.2 Sick Leave. Retirees will be eligible to use any remaining annual sick leave days earned in the year of retirement. These eligible days will be deducted from the total number of days reported to PERS.

Sec 31.4.3 Insurance benefits shall be provided as per Article 20. Qualifying employees shall receive the benefits of Article 22 upon completion of service with the District.

Sec 31.4.4 For the entire period during which they are re-employed by the District, retirees will work no more than what is permitted by law. Retirees will be required to keep accurate records of hours worked and submit said record to payroll monthly.

## **Article 32 - Funding**

Sec 32.1 The district recognizes that its financial health is directly correlated to its ability to fund the collective bargaining agreement and the employee's compensation package. It is important for there to be on-going conversations regarding the District financial status so that representatives of the Union have information as it develops rather than waiting until a crisis occurs. To that end, the district will provide a monthly cash flow statement for the district's general fund to the Association President.

Sec 32.2 If the District is considering a reduction of the employee work year, the Administration will notify the Union a minimum of thirty (30) calendar days prior to the recommendation to the School Board. During this period of time, the Union can request a meeting with the Administration to discuss the recommendation and other potential options.

Sec 32.3 If the District closes its schools because of lack of funds, no member of the bargaining unit shall be entitled to any of the monetary benefits provided in this Agreement while the schools are closed except as otherwise required by law or statute.

**Appendix A: 2021-2022 Salary Schedule (3% increase)**

<b>Step</b>	<b>I BA</b>	<b>II BA+30</b>	<b>III BA+45</b>	<b>IV BA+75 or Masters</b>	<b>V BA+105 or MA+30</b>
	<b><i>Salary</i></b>	<b><i>Salary</i></b>	<b><i>Salary</i></b>	<b><i>Salary</i></b>	<b><i>Salary</i></b>
<b>1</b>	\$45,858	\$47,234	\$47,646	\$49,941	\$52,645
<b>2</b>	\$47,511	\$48,886	\$49,483	\$52,422	\$54,940
<b>3</b>	\$49,205	\$50,536	\$51,268	\$53,882	\$57,230
<b>4</b>	\$50,857	\$52,233	\$53,107	\$55,901	\$59,571
<b>5</b>	\$52,554	\$53,882	\$54,892	\$57,874	\$61,864
<b>6</b>	\$54,205	\$55,580	\$56,726	\$59,890	\$64,156
<b>7</b>	\$55,901	\$57,230	\$58,516	\$61,864	\$66,451
<b>8</b>	\$57,554	\$58,928	\$60,303	\$63,835	\$68,786
<b>9</b>	\$59,249	\$60,579	\$62,137	\$65,851	\$71,082
<b>10</b>	\$60,899	\$62,276	\$63,926	\$67,823	\$73,375
<b>11</b>	\$62,580	\$63,926	\$65,760	\$69,795	\$75,666
<b>12</b>			\$67,550	\$71,814	\$78,005
<b>13</b>				\$73,785	\$80,297
<b>14</b>				\$75,758	\$82,592
<b>15</b>				\$77,777	\$84,883
<b>16</b>				\$79,748	\$87,223

**Appendix B: 2022-2023 Salary Schedule (3% increase)**

<b>Step</b>	<b>I BA</b>	<b>II BA+30</b>	<b>III BA+45</b>	<b>IV BA+75 or Masters</b>	<b>V BA+105 or MA+30</b>
	<b>Salary</b>	<b>Salary</b>	<b>Salary</b>	<b>Salary</b>	<b>Salary</b>
1	\$47,233	\$48,651	\$49,075	\$51,439	\$54,225
2	\$48,936	\$50,352	\$50,968	\$53,995	\$56,588
3	\$50,681	\$52,052	\$52,806	\$55,499	\$58,947
4	\$52,383	\$53,800	\$54,700	\$57,578	\$61,358
5	\$54,130	\$55,499	\$56,539	\$59,610	\$63,720
6	\$55,831	\$57,247	\$58,428	\$61,687	\$66,080
7	\$57,578	\$58,947	\$60,272	\$63,720	\$68,445
8	\$59,281	\$60,696	\$62,113	\$65,750	\$70,850
9	\$61,026	\$62,397	\$64,001	\$67,827	\$73,215
10	\$62,726	\$64,144	\$65,844	\$69,858	\$75,576
11	\$64,457	\$65,844	\$67,733	\$71,889	\$77,936
12			\$69,577	\$73,968	\$80,345
13				\$75,999	\$82,706
14				\$78,030	\$85,069
15				\$80,111	\$87,430
16				\$82,140	\$89,840

**Appendix C: 2023-2024 Salary Schedule (3% increase)**

<b>Step</b>	<b>I BA</b>	<b>II BA+30</b>	<b>III BA+45</b>	<b>IV BA+75 or Masters</b>	<b>V BA+105 or MA+30</b>
	<b><i>Salary</i></b>	<b><i>Salary</i></b>	<b><i>Salary</i></b>	<b><i>Salary</i></b>	<b><i>Salary</i></b>
<b>1</b>	\$48,650	\$50,110	\$50,547	\$52,982	\$55,851
<b>2</b>	\$50,404	\$51,863	\$52,497	\$55,614	\$58,286
<b>3</b>	\$52,202	\$53,614	\$54,390	\$57,164	\$60,715
<b>4</b>	\$53,954	\$55,414	\$56,341	\$59,306	\$63,199
<b>5</b>	\$55,754	\$57,164	\$58,235	\$61,398	\$65,631
<b>6</b>	\$57,506	\$58,965	\$60,181	\$63,538	\$68,063
<b>7</b>	\$59,306	\$60,715	\$62,080	\$65,631	\$70,498
<b>8</b>	\$61,059	\$62,517	\$63,976	\$67,723	\$72,976
<b>9</b>	\$62,857	\$64,269	\$65,921	\$69,861	\$75,411
<b>10</b>	\$64,607	\$66,068	\$67,819	\$71,954	\$77,844
<b>11</b>	\$66,391	\$67,819	\$69,765	\$74,045	\$80,274
<b>12</b>			\$71,664	\$76,187	\$82,755
<b>13</b>				\$78,279	\$85,187
<b>14</b>				\$80,371	\$87,621
<b>15</b>				\$82,514	\$90,053
<b>16</b>				\$84,604	\$92,535

## Appendix D: Extra-Duty Salary Schedule Index – 2021-2024

	I	II	III	IV	The following percentages are multiplied by the base salary (Step 1, Column I) for that year of the contract to arrive at a salary for each position.
Row	1-2 years experience	3-4 years experience	5-6 years experience	7+ years experience	
1	17.00%	18.00%	19.00%	20.00%	Athletic Director (if an Association member)
2	13.00%	14.00%	15.00%	16.00%	Head Football, Basketball, Wrestling, Track, Softball, Baseball, Volleyball
3	12.25%	13.25%	14.25%	15.25%	Head Cross Country, Swimming, Soccer, Golf, Tennis, Cheerleading
4	11.25%	12.25%	13.25%	14.25%	Band Instructor, High School Activities Director
5	9.50%	10.25%	11.00%	11.75%	Asst., JV, Frosh: Football, Basketball, Wrestling, Track, Softball, Baseball, Volleyball; Vocal Instruction
6	8.50%	9.25%	10.00%	10.75%	Asst., JV, Frosh; Soccer, Tennis; Publications
7	6.00%	6.50%	7.00%	7.50%	Advisors: VICA, FBLA, Thespians, Sports Medic (each of 3 seasons), Drama Coach [per play (non-musical)]
8	2.50%	3.00%	3.50%	4.00%	Asst. Drama (each play, to a max of 3 plays)
9	0.35%	0.35%	0.35%	0.35%	Saturday School (daily rate)
10	0.16%	0.16%	0.16%	0.16%	Dance Chaperone (each event)
11	8.25%	8.50%	8.75%	9.00%	Middle School Athletic Director
12	7.00%	7.50%	8.00%	8.50%	Head Teacher, Second Language Coordinator, Drama Coach (for musical play), Robotics Advisor
13	5.25%	5.50%	5.75%	6.00%	Middle School Coaches: 7/8 Football, Cross Country, Wrestling, Track, Basketball, Volleyball
14	5.50%	6.00%	6.50%	7.00%	Middle School Yearbook, Cubs Corner
15	6.00%	6.00%	6.00%	6.00%	Event Manager (each of 2 seasons)
16	3.75%	4.25%	4.75%	5.25%	Elementary Vocal (per instructor that does performance), Middle School Vocal (per instructor that does performance), Asst. Band Director, Dance Team (each of 2 seasons), MS Band (per instructor that does performance)
17	1.00%	1.50%	2.00%	2.50%	Building TAG Liaison, Middle School Department Head, Web Master, K-2 Vocal, National Honor Society
18	2.00%	2.50%	3.00%	3.50%	Site Council Facilitator, High School Department Head, Math team leader, Literacy team leader, Photo
19	\$226	\$226	\$226	\$226	Outdoor School - per night
20	2.25%	2.75%	3.25%	3.75%	Middle School Clubs (pro-rated by term)

- Previous years of coach experience in a sport from another District will be included in placement.
- Years of volunteer experience at appropriate level in a sport will be included in placement.
- Movement down from Head Coach to Asst Coach will not result in loss of placement on schedule. (i.e. a coach with seven years of Head Basketball coach experience moving to Asst. Basketball Coach will move to the 7+ year column on the Asst. Basketball pay line).

## Confirmation of Agreement

This is to certify that the St. Helens Education Association, and the School Board of the St. Helens School District 502 have officially ratified this Agreement in accordance with required procedure of their respective organizations. All pre-existing agreements and understandings between the Association and the District are hereby declared null and void by the confirmation of this Agreement.

EXECUTED this 9th day of June 2021, at St. Helens, Oregon, by the undersigned officers by the authority of and on behalf of the St. Helens Education Association and the School Board of the St. Helens School District #502.

*For the  
ST. HELENS EDUCATION ASSOCIATION:*

*For the  
ST. HELENS SCHOOL DISTRICT NO. 502:*

\_\_\_\_\_  
Keith Meeuwsen, President

\_\_\_\_\_  
Scot Stockwell, Superintendent

\_\_\_\_\_  
David White, UniServ Consultant

\_\_\_\_\_  
Jessica Seay, Business Manager

### **Committee Members:**

### **Board Members:**

\_\_\_\_\_  
Michelle Johnson

\_\_\_\_\_  
Trinity Monahan, School Board Chair

\_\_\_\_\_  
Michelle Tullock

\_\_\_\_\_  
Ryan Scholl, School Board Vice Chair

\_\_\_\_\_  
Tamera Lewno

\_\_\_\_\_  
Bill Amos, School Board Member

\_\_\_\_\_  
Heidi Green

\_\_\_\_\_  
Kellie Smith, School Board Member

\_\_\_\_\_  
Jennifer Paavola-Kreafle

\_\_\_\_\_  
Melody Killens, School Board Member

(ALL SIGNATURES ARE ON FILE AT THE ST HELENS SCHOOL DISTRICT OFFICE)



**Building Annual Contract Check List \_\_\_\_\_ (year)**

Articles to review prior to students arriving or as reasonably close as possible; no later than October 31<sup>st</sup>.

\_\_\_\_\_ (school name) as a staff has completed the following training:

\*Article 26.10.3 All teachers shall be provided with a copy of the Building Discipline Code and the District’s policy on student discipline will be posted on the District website. District and Building discipline procedures shall be reviewed with teachers annually.

\*Article 26.10.4 An annual in-service on discipline topics, including legal issues surrounding student discipline and methods for intervening in crisis situations. The District will also provide training for case managers and counselors regarding behavior plans under IDEA Section 504 and when information may be shared with staff.

\_\_\_\_\_  
SHEA Representative (print)

\_\_\_\_\_  
Building Principal (print)

\_\_\_\_\_  
SHEA Representative (sign)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Building Principal (sign)

\_\_\_\_\_  
Date