

# **Collective Bargaining Agreement**



**Douglas County  
School District No. 4**

**and**



**ROSEBURG  
EDUCATION  
ASSOCIATION**

**July 1, 2024 – June 30, 2027**



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## **Article 1 – Preamble**

Pursuant to Oregon Revised Statutes, Douglas County School District No. 4 (Roseburg, Oregon) hereinafter referred to as the “Board” or “District” and Roseburg Education Association, a member of the Oregon Education Association and the National Education Association, hereinafter referred to as the “Association,” hereby agree upon an Agreement.

## **Article 2 - Status of Association**

Pursuant to Oregon Revised Statutes, the Board acknowledges the Association as the exclusive representative on employment relations for a bargaining unit containing all employed licensed teaching personnel, Teachers On Special Assignment (TOSA), licensed athletic trainers, child development specialists, school psychologists, speech language pathologists, and working retirees who are working half-time or more and employed under contract with the District. Specifically excluded from the bargaining unit are less-than-half-time teachers, substitute teachers, supervisory, administrative, classified and confidential employees, and temporary teachers (less than one hundred thirty-five [135] days) as defined by ORS 342.815.

### **Article 3 - Rules of Interpretation and Application**

- A. The terms of this Agreement shall supersede any policies, rules, individual employment contracts, or regulations of the District, if any, which are contrary to or clearly inconsistent with the terms of this Agreement.
- B. This Agreement sets forth the total and complete agreement upon employment relations reached by the parties pursuant to collective bargaining.
- C. Except as specifically provided herein, this Agreement shall not detract from any rights granted by law to teachers, the Association, or the Board.
- D. This Agreement has no effect upon any policies, rules, regulations, practices, or procedures of the District pertaining to any matter not specifically covered in this Agreement. The Board's authority to repeal or modify such policies, regulations, practices, rules, or procedures is not affected hereby.
- E. This Agreement shall not be modified in whole or in part except by an instrument in writing duly executed by both parties.
- F. If any provision of this Agreement or the application thereof to any employee, group of employees, or the Board is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, but all other provisions or applications shall continue in full force and effect; such holding must be by a court of competent jurisdiction. Should such unlawful provision be a mandatory subject of bargaining, upon the request of either the Board or the Association, the parties shall enter into expedited negotiations per ORS 243.698 for the purpose of attempting to arrive at a mutually satisfactory replacement for such provision.
- G. Any notices, filings or other contracts required or allowed in this Agreement shall be with the Superintendent or designee, on behalf of the Board, and the President of the Association, on behalf of the Association. The Association shall notify the Superintendent in writing no later than July 1 of each school year as to the name and official address of the president, the elementary vice-president, and the secondary vice-president. If the Association President is replaced, the Superintendent will be notified within ten (10) calendar days. In cases of absence or unavailability of the president, the vice-president may act in lieu thereof.
- H. At any meeting, conference, or hearing resulting from the provisions of this Agreement, all parties may be represented. The Association may represent the teacher. Routine conferences between members of the Association and building administrators, including those for the purpose of teacher evaluations, except for Article 5.C.4, shall be excluded from this provision.
- I. Whenever the word "days" is used in this contract, it shall, if needed, have an additional qualifier to specify consecutive teaching, work, contract, calendar, or District business days.
- J. Neither party shall be obligated to negotiate or bargain further over any issue or matter affecting employment relations during the term of this contract, except by mutual agreement. In the event the District proposes to make a change in prior practice in regard to a mandatorily-bargainable employment relation issue not dealt with in this contract, the District shall notify the Association prior to implementing the change and shall engage in expedited negotiations per ORS 243.698 over the change with the Association, if negotiations are requested by the Association in writing within fourteen (14) calendar days of the Association's receipt of such notice.
- K. Seniority means consecutive, in District, full-time experience, under contract from the first

day of actual current service, to include authorized leaves of absence. Contracted part-time experience in the District will be prorated on a full-time equivalency basis. Ties shall be broken by drawing lots. Persons retired and receiving benefits through the Oregon Public Employees Retirement System shall not retain any seniority.

## **Article 4 - Term or Duration of Contract**

- A. This contract shall be effective July 1, 2024, and shall expire June 30, 2027. The Association will notify the District by March 15, 2027 of its intent to bargain a successor agreement.
- B. This Agreement does not guarantee any level of employment.



## Article 5 - Rights of the Parties

### A. District Rights Clause:

1. Except as expressly limited by the specific provisions of this Agreement, the Board is the ultimate determiner of policy and retains to itself jurisdiction and authority over all facets of District operations and programs, as well as all rights and authority vested in it by law.
2. Without limiting the generality of the foregoing, it is agreed that the Board reserves the following rights, subject only to the express terms of this Agreement:
  - a. To the executive management and administrative control of the school system, its properties and facilities, and the employment activities of its employees;
  - b. To hire all employees and, subject to the provisions of the law, to determine their qualifications and the conditions for their continued employment, their dismissal or demotion, and to promote and transfer all such employees;
  - c. To establish grades and course of instruction, including special programs, and to provide for athletic, recreational, and social events for students;
  - d. To establish and enforce policies pertaining to the means and methods of instruction and the use of teaching aids, to select textbooks, and set policies and procedures by which textbooks are selected;
  - e. To determine class schedules, the hours of instruction, the duties, responsibilities, and assignments of teachers and other employees with respect thereto, and nonteaching activities and the terms and conditions of employment;
  - f. The right to determine the location of schools and other facilities of the school system, including the right to establish new facilities and to relocate or close facilities;
  - g. The determination of the financial policies of the District, including the general accounting procedures, inventory of supplies and equipment procedures, and public relations;
  - h. The right to enforce the rules and regulations now in effect and to establish new rules and regulations from time to time not in conflict with this Agreement;
  - i. The creation, combination, modification, or elimination of any teaching position deemed advisable by the Board;
  - j. The right to establish and revise the school calendar;
  - k. The right to evaluate the quality of the education produced in students by a teacher or teachers and to conduct such tests or employ such other means for such evaluation as the Board desires.

3. Nothing in this Agreement shall limit in any way the District's right to contract or subcontract out bargaining unit work, or shall require the District to continue in existence any of its present programs in their present form and/or location or on any other basis. The District will give notice when planning on contracting or subcontracting out.
4. The exercise of the powers, rights, authority, duties, and responsibilities of the Board, as well as the authority to adopt policies, rules, regulations, and practices, and the use of judgement and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement.

**B. Association Rights Clause:**

1. **Required Meeting Attendance:** Whenever any representative of the Association or any teacher is required by the Board or the District by the terms of this contract to participate during working hours in negotiations, grievance proceedings, or other proceedings under this contract, the employee shall suffer no loss in pay.
2. **Bulletin Boards:** The Association shall have in each school building the reasonable use of such bulletin boards as may be in each faculty lounge. The Association shall be assigned adequate space on the bulletin board in the central office for Association notices.
3. **Information:** Upon specific written request, the Board shall furnish to the Association such public information as may be reasonably necessary and required for the Association's functioning as exclusive bargaining representative. Copying shall be at the expense of the Association.

For any bargaining unit member hired after the start of the school year, the District may notify the Association, within ten (10) District business days of Board Approval, of the name and worksite of the new hire. The Association shall be granted one hour of work time, outside of student contact time, to meet with the new bargaining unit member.

4. **Use of School Buildings:** Upon notification to the principal, the Association shall have the right to use school facilities for Association meetings at reasonable times during nonschool and nonduty hours, provided that such meetings shall not interfere with normal school operations. Such meetings should occur during regularly scheduled custodial presence in the building. Any rooms or facilities so used shall be left in clean condition.
5. **Right to Speak at Meetings:** Upon request, a faculty representative from the building shall be allowed to make brief announcements about Association matters at the conclusion of building faculty meetings. Such announcements may also be made at the conclusion of Districtwide meetings by any authorized spokesperson for the Association. Announcements at the beginning of such meetings may be made if approved by the building principal or presiding officer.
6. **Orientation & Inservice:** The District agrees to consult with the Association regarding orientation programs for new teachers and in-service programs for existing teachers. Consultation means to seek input while the program is in the developmental stage. Association shall be given time during new teacher orientation for Association business with potential new members.

7. **Communication & Equipment:** The Association shall have the right to use the intra-school mail facilities, e-mail, faculty mailboxes, and other general school office equipment subject to postal regulations and District policies, for "normal" Association business. The District shall be held harmless by the Association from any and all claims and damages of any nature arising from any misuse of District electronic communications systems including, without limitations, the type of damages identified in the District's policy and administrative regulations. The District's e-mail facilities are not secure communications.
8. All Association use of District facilities and equipment provided for in this Article will be subject to applicable laws and Board policies and failure to comply with applicable laws and Board policies will result in the loss of the privileges.
9. Association Representatives: Whenever any representative of the Association or any teacher is required by the Board to participate during work hours and negotiations, grievance proceedings, or other proceedings under this contract, they shall suffer no loss of pay. The District shall grant employees who are designated representatives and its affiliates reasonable time to engage in negotiations, investigatory meetings, hearings, grievance proceedings, Association conferences or meetings during the public employees regularly scheduled work hours without loss of compensation, seniority, leave accrual or any other benefits. All approved Association leave will be processed in accordance with Article 9.C.5.a.

C. **Professional Employee Rights Clause:**

2. **Just Cause:**
  - a. No member of the bargaining unit shall be disciplined, short of dismissal or nonrenewal, or reduced in rank or compensation without just cause. Just cause in this Agreement is defined as the Seven Tests developed by C. Dougherty in Enterprise Wire Co. (46LA359 [1966]).
  - b. Individual salary incremental advance shall be withheld only if the evaluation procedures established by the District have been substantially complied with and an employee's service is determined by the District to be unsatisfactory.
  - c. All information forming the basis for a reduction in rank or compensation will be made available to the employee or, if requested by the employee, to the Association.
  - d. The dismissal of contract teachers shall be governed by ORS 342.865 to 342.930 and shall not be subject to the grievance procedure of this contract.
  - e. Dismissal or nonrenewal of all probationary teachers and probationary school psychologists shall be governed by ORS 342.835 and shall not be subject to the grievance procedure of this contract. Assignment or retention in extra-duty assignments or extended contracts shall be excluded from the requirements of Article 5.C.1.
  - f. The probationary and contract teacher statutes will apply to all members of the bargaining group. The Fair Dismissal Appeals process would only be available to those identified by statute.
  - g. All information forming the basis for the dismissal or nonrenewal shall be made available to the teacher or, if requested by the teacher, to the

Association prior to any hearing before the Board.

- h. All information forming the basis for written reprimands or suspensions without pay for disciplinary reasons shall be made available to the teacher or, if requested by the teacher, to the Association.
2. **Notice of Appearance:** Any teacher who is required to appear before the Board, Superintendent, Building Administrator, or any central office personnel, regarding a matter that would adversely affect the continued employment of that teacher or salary, shall be given notice within a reasonable time. A teacher will be entitled to a representative chosen by the Association or to legal counsel at such appearance.
3. **Bargaining unit evaluation:**
  2. All employees will be evaluated in accordance with the District's evaluation plan, state statute, and District policies.
  3. At the beginning of the school year, a copy of the District's evaluation procedure, forms and all relevant materials will be available to each teacher on the District website. Any changes that are later approved by the Board following consultation by the District with the Association will be posted on the District website.
  4. All formal observations of the work performance of an employee will be conducted openly and with full knowledge of the teacher.
  5. A post-evaluation conference will be held with the teacher.
  6. The teacher shall be provided a copy of the completed written evaluation.
  7. Evaluation reports shall be placed in the teacher's file after teacher and administrator review and District process.
  8. A teacher has the right to make a written statement relating to the evaluation and such statement shall be placed in the personnel file.
  9. Items will not stay in a principal's working file for more than five (5) school years from the date presented.
4. **Teacher on Letter of Concern or Program of Assistance for Improvement:** If a teacher is issued a Letter of Concern or placed on a Program of Assistance for Improvement, the employee will be allowed a representative chosen by the Association at all meetings with the District resulting from this action.
5. **Suspension from Duty:** Suspensions from duty will be in compliance with applicable Oregon law. An employee may be placed on administrative leave when there is a basis, on the information available, to remove an employee from the worksite pending an investigation.
  - a. Immediate suspension from duty (paid administrative leave) will be in compliance with applicable Oregon law. Paid administrative leave, when used to remove an employee from the worksite pending an investigation, shall not be considered discipline.
6. **Identification:** Teachers may wear pins or other identification of membership in the

Association or its affiliates in accord with state and federal law.

7. **Personnel File:**

2. Teachers will have the right, upon request, to review the contents of their personnel file by appointment during District office hours and to receive a copy. A District office employee will be present to witness the review of personnel files. This file shall contain all materials relevant to the teacher's employment and shall be the sole repository of such materials; provided, however, confidential references or pre-employment recommendations (placement file) shall be returned to their source or discarded. Principals may retain a working file of copies if desired and notes of oral or written reprimand. A principal's working notes are not considered a part of the official personnel file and are not subject to the inspection provisions contained herein. No disciplinary action may be taken toward any employee on the basis of matters not referred to in statements included in the personnel file, except for immediate suspension or dismissal, as provided by statute. In such cases, the reasons for the immediate suspension or dismissal shall be included in the personnel file within five (5) District business days of the suspension/dismissal. Personnel files are considered confidential documents and cannot be released except by following state law.

3. No material derogatory to a teacher's conduct, service, character, or personality will be placed in the employee's personnel file unless the teacher has had an opportunity to review such material and to affix the employee's signature to the copy to be filed, with the express understanding that such signature in no way indicates agreement with contents thereof. If the teacher refuses to sign a document, it will be noted and dated on the document before the document is placed in the personnel file. Materials shall be placed in the personnel file within sixty (60) District business days after being written. The teacher will also have the right to submit a written answer to such material and the employee's answer will be reviewed by the Superintendent and attached to the file copy within thirty (30) District business days.

4. Final evaluation of a teacher upon termination of the employee's employment will be concluded prior to severance. No documents or other materials will be placed in the personnel file of such teacher after severance, unless subsequent legal proceedings are pursued by the teacher or the employee's representatives and then only if the teacher is given an opportunity to review such material.

5. After five (5) years, the educator can petition the Superintendent to have any negative items removed from the personnel file. This section is not grievable.

8. **Grading:** Teachers shall have the right, in the first instance, to determine grades of their students, using symbols, procedure, and criteria established by the Board. No grades shall be changed arbitrarily. A teacher shall have a reasonable opportunity to object to any change of a grade and remove their name prior to any change being made therein.

9. **Nondiscrimination:** The Association and the District agree that they shall not discriminate against any employee covered by this Agreement. If any claim, suit, or

charge is filed with any state or federal agency or court subsequent to the filing of a grievance related to this section, any grievance decision or arbitrator's decision shall be considered null and void.

10. **Criticism:** Any harsh or formal scolding regarding an employee's job performance by a supervisor, administrator, or Board member should be expressed in confidence and not in the presence of students, the public or other District employees, except in cases where such communication is unavoidable. Concerns regarding this article may be relayed to the Superintendent in writing. Grievances regarding the criticism clause end at the Board level and are not subject to unfair labor practice complaints.

## Article 6 – Salary

### A. Salary

1. **2024-2025**  
For contract year 2024-2025 the salary schedule will be as outlined in Appendix A. Steps and columns shall be granted for eligible licensed staff.
2. **2025-2026**  
For contract year 2025-2026 the salary schedule will be a 5% increase to the 2024-2025 salary schedule, as outlined in Appendix B. Steps and columns shall be granted for eligible licensed staff in 2025-2026.
3. **2026-2027**  
For contract year 2026-2027 the salary schedule will be a 5% increase to the 2025-2026 salary schedule, as outlined in Appendix C. Steps and columns shall be granted for eligible licensed staff in 2026-2027.
4. A one-time stipend of \$2,000 will be paid at the end of the school year in which the employee reaches the following consecutive years of service to the District: 15 years of service, 20 years of service, 25 years of service, 30 years of service, and 35 years of service. A year of service is defined as a year of experience per ORS 342.840 in a position represented by this bargaining unit. These stipends will not be awarded retroactively.

### B. Pay Methods:

1. Twelve (12) equal monthly payments, to be paid the last Central Office working day of each month beginning with August, except: the June check is paid on the teacher's last workday in June; the July check is paid on the last Central Office workday in June. For the purposes of this article only, Winter and Spring Breaks are not considered Central Office working days.
2. Completion of all reports and required work is a precondition to the payment of the last payments specified above.

### C. Dues Check-Off:

1. The District will deduct dues, fees, and any other assessments or authorized deductions to the Association in accordance with the payroll deduction authorizations signed by members and provided to the Association. The Association will provide the employer with a list identifying the employees who have signed such authorizations and the authorized deduction amounts. The Association shall rely on the list to make the authorized deductions and to remit payment to the Association.
2. The District shall deduct one-tenth (1/10<sup>th</sup>) of the total amount shown on the authorization from each regular paycheck, beginning with the October paycheck, for ten (10) consecutive months thereafter. At the beginning of each school year, the Association shall certify to the District, in writing, the amount that may appear on the membership application.

**D. Payroll Deductions:**

1. When any teacher requests, by signed authorization (specifying amounts), the District will deduct from the salary of that teacher:
  - a. Credit union and District approved banks;
  - b. United Way;
  - c. Presently existing insurance or annuity programs;
  - d. Employee contribution over the District paid cap for insurance;
  - e. Supplemental Retirement.
2. Whenever the President of the Association certifies that no less than fifteen (15) of its membership has authorized additional deductions, the District shall honor them to the mechanical limits of the District's accounting system. However, the participants therein must file individually signed authorizations for such additional deductions, specifying the amount.
3. Allowable and authorized remittances shall be made by the District.

**E. Paycheck Itemization:**

Within the limits of the presently existing payroll system, teachers' payroll checks shall itemize payroll deductions.



## Article 7 – Benefits and Retirement

### A. Fringe Benefits:

1. The parties shall mutually select the plans and coverage for the insurance program for the term of this agreement. If both parties are unable to mutually agree to the insurance plans and coverage by date specified by OEBC, of each year, the parties agree that the existing plans and coverages (if available) will be continued for the following insurance year.
2. Effective on the first of October 2024, the District contribution toward medical, dental, life/AD&D and vision insurance premiums will be up to \$1,550 per month per full-time teacher. Twelve (12) months of District paid insurance contributions will be provided to employees who complete their annual contract with the District.

Effective on the first of October 2025, the insurance cap for 2025-2026 shall be \$1,625 which is an increase of \$75 to the 2024-2025 cap.

Effective on the first of October 2026, the insurance cap for 2026-2027 shall be \$1,700, which is an increase of \$75 to the 2025-2026 cap.

3. The District is obligated by this contract for the contribution towards premiums at the agreed upon level, but not for any other employee-incurred expenses.
4. A standing committee comprised of the Association President, and up to two other members appointed by the Association President, and an equal number of District Representatives, will meet once each year, or as needed to discuss insurance issues and to resolve problems that may arise. The powers of the insurance committee shall be advisory. All final decisions regarding the application of this benefit shall be made by the District at the time of the negotiation of this contract.
5. A Section 125A plan will be available for employee use to cover qualifying expenses, with administrative fees to be paid by the District.
6. In conjunction with the District Section 125A plan, during open enrollment: licensed staff, including new staff, eligible for District premium contribution toward medical, dental, vision (health), life/AD&D insurance who elect to opt-out of insurance, are eligible to receive additional pay of \$620 per month. Employees may opt-out of medical, dental, and/or vision insurance only while retaining LTD and life/AD&D coverage. Starting at \$620, any monetary increase that is added to the insurance cap during the life of this contract will also be added to the opt-out amount.

The insurance opt-out amount for 2025-2026 shall be \$650, which is an increase of \$30 to the 2024-2025 amount.

The insurance opt-out amount for 2026-2027 shall be \$680, which is an increase of \$30 to the 2025-2026 amount.

7. When eligible, employees may enroll domestic partners as dependents on health insurance when and if eligible to do so through the OEBC process, and in accordance with the rules promulgated by OEBC. The imputed value of the domestic partner benefit is subject to federal and state taxes.

8. At initial enrollment and during open enrollment, employees may waive dental and/or vision insurance coverage to reduce their premium costs and have the cap apply to medical coverage, life, and AD&D coverage.

**B. PERS**

The District shall pay the unit members' contributions to the Public Employees Retirement System (PERS), not to exceed six percent (6%) of the teacher's salary.

**C. Early Retirement:**

Early Retirement benefit for licensed employees with 10 years or more of service to the District as of June 30, 2000, and who remain in the employ of the District to retirement age shall be as follows:

A teacher may take early retirement on June 30 following the employee's fifty-fifth (55th) birthday. In such cases, early retirement benefits will be provided to the teacher commencing July 1 following early retirement.

An employee who is fifty-four (54), whose fifty-fifth (55th) birthday occurs following the end of the school year, may take early retirement, if notice of intent to retire is received by May 15 preceding the employee's fifty-fifth (55th) birthday. If this is the case, the resignation will be effective on June 30 prior to the beginning of the school year and benefits will commence the month following the employee's fifty-fifth (55th) birthday. The District will continue contributing towards the cost of health insurance premiums until the retired employee's benefits commence (the month following the employee's fifty-fifth [55<sup>th</sup>] birthday).

1. Individuals opting to enroll in the early retirement program between the ages of fifty-five (55) and fifty-eight (58) shall remain on the step relative to the age at which the option is taken for the entire term of the early retirement. Scheduled benefits for early retirement will be as follows:

<b>Age</b>	<b>Retirement Stipend % Factor</b>	<b>Maximum Stipend % Factor</b>	<b>% of District Contribution Towards Medical Insurance Premiums</b>
55	0.8333%	10%	50% of District's current contribution level of full-time licensed employees.
56	1.0416%	12%	50% of District's current contribution level of full-time licensed employees.
57	1.2500%	15%	50% of District's current contribution level of full-time licensed employees.
58	1.5000%	18%	100% of District's current contribution level for full-time licensed employees.

The retirement stipend is calculated by multiplying the Retirement Stipend % Factor by the final annual teaching salary for each full year of service to the District, to a maximum of twelve (12) years. If the employee has twelve (12) or more years of service with the District, the benefit is calculated by applying the Maximum Stipend % Factor to the final annual teaching salary.

2. This annual amount shall be paid to the retiree in twelve (12) month installments per year up to age 62. Monthly payments will correspond with the District's regular payroll periods and will terminate at the end of the month following the employee's 62nd birthday. The annual amount shall not increase. Benefits under this subparagraph terminate in the event of the death of the retiree.

3. The District will contribute on behalf of the employee the District-paid portion of the regular hospital/medical insurance for the retired teacher, the employee's spouse and eligible dependent until the retiree becomes, or would have become, 65 years old or becomes Medicare eligible. Spousal coverage will also end when the District employee/retiree becomes 65.

As allowed by OEGB, where a licensed staff member is married and at least one of the spouses qualifies for the Early Retirement benefit above and both are eligible for OEGB medical insurance coverage, upon the employee's retirement, one spouse (SP-1) may be enrolled as a dependent on the other spouse's (SP-2) medical insurance until SP-2 reaches Medicare eligibility or some other qualifying event occurs. At that time, SP-1 may enroll in and apply for the Early Retirement medical insurance benefit, provided there is no break in the SP-1's OEGB medical insurance coverage.

4. The "District-paid portion of the regular hospital/medical insurance" for 2012-2015 shall be calculated by taking the proportion (expressed as a percentage) of the medical insurance premium rate to the actual 2012-2015 District contribution (at the total composite rate) for the insurance package for regular employees for each of the plans (Plan A-100 and Plan C-500 or current plans offered) in Article 6C. Fringe Benefits, above, and then applied to the premium cost of each of the tiered medical plan rates (employee only, two-party, family coverage).

The medical insurance premium rate shall be determined by subtracting the actual composite premium costs for dental, vision, life, and an average bargaining group cost for LTD coverages from the 2012-2015 actual total monthly individual District contribution per eligible teacher. By way of illustration, an example of this calculation method is given below for each insurance plan. Because of the frequent changes in insurance rates and District contribution amounts, the figures used below are for example purposes only. Employees considering retirement should contact Human Resources or Business Services for current retiree insurance rate information.

**Example 1:**

Insurance Plan A-100: 2004-2005      Cap Amount: \$750 per month per eligible teacher

Cap Amount:                      \$750  
 Less Example Estimate for:

Example Estimate for 2004-2005  
 total premium for the insurance  
 package = \$765

Dental	\$92
Vision	\$17
Life	\$ 3
LTD	\$40
Total	\$598

Proportion =  $\$598 / \$765 = 78.17\%$

The District contribution would be 78.17% times the actual tiered rate for the retiree medical insurance plan.

**Example 2:**

Insurance Plan C-500:            2004-2005                            Cap Amount: \$750 per month

Cap Amount:                        \$750  
Less Example Estimate for:

Example Estimate for 2004-2005  
total premium for the insurance  
package = \$610

Dental	\$92
Vision	\$17
Life	\$ 3
LTD	\$40
Total	\$598

Proportion =  $\$598/\$610 = 98.03\%$

The District contribution would be 98.03% times the actual tiered rate for the retiree medical insurance plan.

5. All requirements for the District to provide early retirement benefits shall become null and void if the early retiree resumes participation in the Public Employees Retirement System (PERS) in any employment capacity.
6. Insurance coverage provided by this article will terminate if the retiree becomes eligible for employer-provided health insurance for the retiree, spouse, and eligible dependents through other employment. It shall also terminate if the spouse of a deceased retiree remarries or if the employee does not pay the difference in premium cost.

**D. Retirement with Thirty (30) Years' Experience:**

1. **Stipend Qualification:** Any teacher who retires after 30 years' experience in PERS, pursuant to law, will, upon becoming fifty-five (55) years old, then qualify for the salary stipend as per the benefit schedule specified in Section H.1, above. Such stipend shall commence at age fifty-five (55) and shall not be retroactive.

For purposes of clarification, an individual who retires after thirty (30) years' experience in PERS has the option to retire any time before fifty-eight (58) years of age and not draw a salary stipend as listed in Section H.1 in the early retirement article until age fifty-eight (58).

2. **Medical Insurance Qualification:** Any such teacher retiring after 30 years' experience in PERS, pursuant to law, will, at the age of fifty-five (55), qualify for the hospital/medical insurance coverage under Section H, above, but only if the teacher, at the employee's own expense, has continued uninterrupted participation in the District's hospital/medical insurance program from the time of retirement until reaching age fifty-five (55). Any interruption in participation between retirement and age fifty-five (55) shall totally disqualify the retiree or spouse from hospital/medical insurance coverage at age fifty-five (55). For purposes of clarification, in order to draw the medical/insurance stipend at age fifty-eight (58), the teacher, at the teacher's own expense, must have continued uninterrupted participation in the District's hospital/medical insurance program from retirement until reaching age fifty-eight (58). Any interruption in participation between retirement and age fifty-eight (58) shall totally disqualify the retiree from the hospital/medical insurance coverage at age fifty-eight (58) or otherwise.

3. **Other Requirements:** To qualify under Section I, the teacher must give written notice of retirement no later than sixty (60) days prior to the date of retirement. All such retirements shall be effective only as of June 30 unless otherwise approved by the District.

All limitations and restrictions applicable to Early Retirement under Section H above shall apply with equal force to this option.

**E. District Paid Tax Sheltered Annuity Benefit (TSA):**

Licensed employees who were regularly employed in the District as of June 30, 2000, and continued their employment thereafter, and had less than 10 years of service to the District on that date are eligible for the District TSA benefit should they wish to participate.

At the employee's discretion and should they opt to self-enroll in a TSA option, 403(b) contributing a minimum of \$20 per month - the District will also contribute \$50 per month to the employee's account. The TSA vendor will be selected through mutual agreement between the District and the President of the Association and changed only as necessary.

The ownership of all deposited and the accrued TSA funds rest with the employee. Individual investment options, direction or contributions, etc. shall be governed by the vendor's rules. The District shall not be responsible for yields or any other financial impact beyond its control.

**F. Working Retired From PERS**

As required by PERS, employees retiring from PERS will be paid all earnings through their last PERS working day. Employees will receive the above on the regular payday of the month of the last PERS working day.

**Re-Employment of Oregon PERS Working Retirees**

1. The District is under no obligation to re-employ retired employees and has the sole discretion over hiring decisions. Licensed staff offered employment following their PERS retirement will move to Temporary status.
  - a. Licensed employees shall give 60 calendar days' notice prior to their effective PERS retirement date.
  - b. Workdays shall include any and all scheduled conference days, in-service and student instructional days.
  - c. District insurance contributions will remain at the capped amount as stated in Article 7.
  - d. The employee will move to Temporary status but will retain salary placement and advance with contract employees as outlined in Article 8.
  - e. Continuation of employment shall be based on the employee's successful evaluation. Working retirees will continue to be evaluated as a contract teacher following the District's prescribed evaluation schedule.
  - f. The District will notify the working retiree by April 30 of continuation of employment for the following school year. The employee will respond with their intent to return or resign no later than May 15.

2. Retired licensed staff shall have the benefit of the provisions of this Agreement except as follows:
  - a. The termination of the employee's limited duration assignment in completing the school year shall not be considered a discipline or dismissal and shall not grant the employee rights under Article 10, Layoff/Recall.
  - b. No PERS contributions will be made after the PERS retirement date.
  - c. Retirees do not carry forward or earn incentive leave.
  - d. Sick leave will be accrued at one day per month after PERS retirement date and will be front loaded. Sick leave does not carry over from year to year.
  - e. Personal leave will be awarded at two days per year and does not carry over from year to year. Unused personal leave will be paid off as outlined in Article 9.
  - f. This option is not necessarily available to an employee who is currently on a Plan of Assistance or Last Chance Agreement or for whom the District has other valid cause to deny this benefit.

## **Article 8 - Teacher Qualification, Placement, Salary Advancement, Vacancies and Transfers**

### **A. Academic Preparation Levels:**

For initial placement in the appropriate column of Appendix A, horizontal progress and all other purposes, the academic preparation columns shall require:

1. **Bachelor's Degree:** Completion of four years of a standard teacher education program, a Baccalaureate Degree and a teaching license required by Oregon Revised Statutes.
2. **Bachelor's Degree Plus 45 Hours:** Same as Bachelor's Degree, plus 45 quarter hours of graduate work taken subsequent to the Baccalaureate Degree and approved by the Superintendent.
3. **Bachelor's Degree Plus 60 Hours:** Same as Bachelor's Degree, plus 60 quarter hours of graduate work taken subsequent to the Baccalaureate Degree and approved by the Superintendent.
4. **Bachelor's Degree Plus 75 Hours:** Same as Bachelor's Degree, plus 75 quarter hours of graduate work taken subsequent to the Bachelor's Degree and approved by the Superintendent.
5. **Master's Degree:** Completion of a Master's Degree from a four-year college or university where such degree requires a Bachelor's Degree as a prerequisite to such training, and requires not less than 15 quarter hours of graduate work beyond the Bachelor's Degree.
6. **Master's Degree Plus 24 Hours:** Same as Master's Degree, plus 24 quarter hours of graduate work subsequent to the Master's Degree and approved by the Superintendent.
7. **Master's Degree Plus 45 Hours:** Same as Master's Degree, plus 45 quarter hours of graduate work subsequent to the Master's Degree and approved by the Superintendent.
8. **Master's Degree Plus 60 Hours:** Same as Master's Degree, plus 60 quarter hours of graduate work subsequent to the Master's Degree and approved by the Superintendent.
9. **Doctorate Degree:** Completion of a doctorate program through a regionally accredited institution and approved by the Superintendent.

Members who have earned certification from the National Board for Professional Teaching Standards (NBPTS) or Nationally Certified School Psychologists (NCSP) will be moved up one column on the salary schedule. In order to keep the added column, the member must maintain their National Board status through renewal. In the event they do not renew, they will be moved back one column on the salary schedule.

**B. Salary Schedule Placement - New Employees:**

1. Initial salary schedule placement for all new teachers employed during the term of this Agreement will be based upon:
  - a. Their total years of teaching experience, including teaching experience in federal or state programs, such as Job Corps, and the number of years of equivalent experience provided by District policy or Oregon law;
  - b. The appropriate professional preparation level as supported by official transcripts of college credit;
  - c. The initial placement procedure will be followed for teachers returning to the District after one (1) or more years of break in service, except as otherwise agreed herein;
  - d. A year of teaching experience is defined to be at least 135 consecutive calendar days in a year of contract teaching.
2. Initial salary schedule placement shall be at the discretion of the Superintendent. The Superintendent may count post-baccalaureate college credit, Master's degree college credit, or college credit before license was issued for initial salary placement. This section is not grievable.

**C. Salary Schedule Advancement:**

1. **Increment Advance (Vertical):**
  - a. **Academically Licensed Personnel:** Salary advancement by increment shall be one vertical level, for those eligible, within the appropriate academic preparation column, to the top thereof, preconditioned upon the teacher receiving a satisfactory evaluation.
  - b. **Vocationally Licensed Personnel:** Salary advancement by increment shall be one vertical level, for those eligible, within the appropriate academic preparation column, to the top thereof, preconditioned upon the teacher receiving a satisfactory evaluation.
2. **Horizontal Advancement:**
  - a. **Academically Licensed Personnel:** Personnel who have earned the qualifications defined in Article 8.A, shall progress horizontally to the appropriate higher column, e.g., Bachelor's Degree to Bachelor's Degree + 45; Bachelor's Degree + 45 to Bachelor's Degree + 60; Bachelor's Degree + 60 to Master's Degree or Bachelor's Degree + 75; Master's Degree or Bachelor's Degree + 75 to Master's Degree + 24; Master's Degree + 24 to Master's Degree + 45; Master's Degree + 45 to Master's Degree + 60; Master's Degree + 60 to Doctorate. Members who achieve NBPTS or NCSP certification will increase an additional column beyond their preparation on the salary schedule.

Personnel who have earned the educational requirement to move two columns shall progress two columns, e.g., Bachelor's Degree to Bachelor's Degree +60.



b. **Professional-Technical Licensed Personnel:** Horizontal salary schedule advancement may be achieved by the appropriate number of academic hours or a combination of academic hours and work experience credit (not to exceed nine of the 45 hours required for BA + 45 or six of the 30 additional hours required for BA + 75); provided that the work experience meets the following criteria.

(1) Work Experience: One quarter-hour credit per thirty (30) contract hours of work experience, providing that the work experience meets the following criteria:

(a) It shall be acceptable to the evaluation committee described in Paragraph (3) of this section;

(b) It is at a journeyman's task level in the field of training;

(c) It updates the employee on current practices used in the trade related to the employee's field of teaching;

(d) It familiarizes the employee with the use and operation of tools and equipment new to the trade related to the employee's field of teaching;

(2) Industrial School: One quarter-hour credit per ten (10) contract hours.

(3) Evaluation Committee: This committee shall evaluate the request for work experience or industrial school credits and then forward its recommendation to the Superintendent, who shall make the final determination. The committee shall consist of the director of personnel; one professional-technical instructor; one regularly licensed teacher not in professional-technical education; and one high school principal or vice-principal.

c. **All Licensed Staff:** Personnel who plan to advance a column must declare their intent to do so before January 1 of the preceding school year.

Evidence of completion of the necessary hours for horizontal advancement will be by official college or university transcript or unofficial printout from college/university website showing student, institution, course name and number, grade, and number of credits earned. Sealed official transcripts are required for advanced degrees earned. If the documentation is received by August 10, the column increase will be reflected on all regular salary paychecks for the school year. If documentation is received between August 11 and November 10, the column increase will be reflected on all remaining regular paychecks for the school year starting with the November check.

#### D. **Vacancies and Transfers:**

1. **Vacancies:** Whenever a vacancy arises within the unit, the District shall notify the Association. During the regular school year, the District shall also notify staff of vacancies by District email.

As much time between notification and filling of the vacancy shall be allowed as is reasonably possible, but no less than five (5) District business days notification shall

be given before the position must be filled, except in the case of a bona fide emergency.

The notification and any notices posted by the Superintendent shall include the salary, qualifications, and other pertinent factors deemed important by the Superintendent.

The Superintendent and Association may also give notice of a vacancy in ways other than those indicated herein.

The Board and Superintendent shall consider existing staff for vacancies. Interviews will be granted upon request if the candidate(s) is/are properly licensed and qualified. Among the factors to be weighed in filling vacancies shall be: seniority in the District and qualifications of the applicant(s).

This section is excluded from the grievance procedure except for procedural issues.

## 2. **Transfer to Existing Vacancies and New Positions:**

- a. **Voluntary Transfer:** A teacher's request for transfer to a different class, building, or position shall be in writing or electronically using current District process and filed with the Superintendent. It shall succinctly state the school, grade or position sought, and the applicant's qualifications. The District shall have the right to ask for and receive from the applicant the reason why the applicant is requesting the transfer.

The District shall act promptly upon the request, and shall notify the applicant of the decision. All pertinent factors will be considered, including availability of the position requested, seniority of the applicant in the District, individual qualifications, licensure, instructional needs, and time of request. Where the foregoing factors are substantially equal, the preference for the transfer shall be given to the incumbent applicant with the greatest number of years of service in the District.

- b. **Change of Assignment:** A change of assignment can include reassignment from one grade level, one classroom, or from one subject to another in the same school. Changes of assignment may be made during the first month of each school year, the first month of the second semester, or in the case of an emergency. In this instance, an emergency exists when, because of accident, death, resignation, or dismissal, a teaching assignment becomes open which cannot be adequately filled by an available substitute. Administration may move staff within their building when scheduling for the next academic year.

c. **Involuntary Transfers:**

An involuntary transfer refers to a member being moved to a different worksite.

- 1) Before ordering an involuntary transfer, the District shall consider all pertinent factors, including the teacher's:
  - a) Length of service in the District;
  - b) Area of teaching competence and experience;
  - c) Major field of study;

- d) Evaluation(s) and recommendations of the teacher's supervisor or principal; and
  - e) Licensure.
- 2) Notice of involuntary transfer, including a statement of reasons, shall be given to the teacher promptly but not less than five (5) teacher contract days prior to the effective date of the transfer unless the transfer occurs within the first month of school, in which case the notice shall be given at the earliest practicable time prior to the effective date of the transfer.

Transfers ordered during the summer vacation months, if any, shall occur prior to August 1, except in the event of a bona fide emergency.

If possible, the District shall arrange for the teacher being transferred to visit the new assignment prior to the transfer.

3. If the reassignment or involuntary transfer occurs within the week before teachers return, the teacher shall be granted 1/192 of the employee's wage. If the reassignment or involuntary transfer occurs during the week before students attend or after, the teacher shall be granted 3/192 of the employee's wage. Reassignments due to schedule changes at quarter and semester breaks will be excluded from this article.

## Article 9 - Absence From Duty

### A. General Rule:

Except as expressly provided in this Agreement, a teacher must report for duty as scheduled and continue throughout the contract day and term. Repeated unexcused failure to do so shall be evidence of neglect of duty. Any absence from work not specifically described herein as "with pay" will be charged to the teacher by a deduction of 1/192 of the base yearly salary for each day absent, or portion thereof.

### B. Paid Leaves of Absence:

#### 1. Sick Leave:

a. Sick Leave shall mean absence from duty due to the employee's, employee's eligible family member's (including siblings) illness or injury or as otherwise provided by applicable leave laws.

#### b. Amount, Accrual and Accumulation of Paid Sick Leave:

(1) **Amount:** Pursuant to ORS 332.507, each employee shall be granted ten (10) days of sick leave with pay during each school year. Employees contracting for twelve (12) months shall receive one (1) day for each month, for a total of twelve (12) days' sick leave.

(2) **Accrual:** Sick leave will be credited to the teacher at the beginning of the contract year.

(3) **Accumulation:** Accumulation of sick leave days shall be unlimited.

#### c. Transfer for Sick Leave:

##### (1) Transfer In:

(a) Any teacher becoming employed by this District shall be allowed to transfer in, for use as sick leave, a maximum of six-hundred (600) hours of personal illness leave accumulated at the teacher's most recently employing Oregon district, and shall transfer in an unlimited number of days from the most recently employing Oregon district for purposes of determining retirement benefits.

(b) The transfer of sick leave from another Oregon district shall not be effective until the teacher has completed thirty (30) working days in the District.

#### d. Verification:

(1) A teacher claiming paid sick leave warrants that the employee was in fact absent for reasons described in 1.a on the days claimed. Willful misrepresentation of sick leave shall be prima facie evidence of neglect of duty.

(2) When requested by the District, any teacher claiming more than two (2) consecutive school days of paid leave shall furnish a medical practitioner's certificate that the illness or injury prevents the teacher from teaching. Such teacher shall also, prior to returning to work,

submit to a medical examination, if requested by the District, at Board expense, by a medical doctor chosen by the teacher from a panel of three medical doctors designated by the Board.

- (3) Upon request, a teacher will receive an electronic or written statement of the employee's use and accumulation of sick leave.
- e. If a teacher dies while under contract to the District, the employee's unused sick leave will be paid to the designated beneficiary of the deceased at the rate of 1/192 of the teacher's last base salary for each day of sick leave remaining. Each teacher must file with the District the name of the beneficiary to whom the benefits would be paid.
- f. **Association-Administered Voluntary Pooling of Sick Leave, Members of the Association Only:** The District will recognize and honor any reasonable plan for pooling paid leave days of members of the Association, to be administered by the Association, provided:
- (1) The plan shall be voluntarily signed and assented to in writing by a majority of the members of the Association.
  - (2) The Board shall be defended and held fully harmless from any claims whatsoever arising directly or indirectly from honoring such pooling plan.
  - (3) Any paid leave days contributed to the pool shall not be withdrawable therefrom.
  - (4) The pooled days shall only be available to employees who would otherwise qualify for paid leave but have exhausted their days or rights thereto.
  - (5) The District shall be required to honor an award of pooled days only on requests signed by the Sick Leave Pool Administrator, appointed by the President of the Association.
  - (6) Under no circumstances can more than two hundred (200) sick leave days be distributed from the pool in any one year, unless mutually agreed upon by the District and the Association.
  - (7) In extreme circumstances, as approved by the Officers of the Association, and with the District's approval, licensed staff may donate one (1) additional sick leave day to the pool when an employee has exhausted all other appropriate leave days. An extreme circumstance would be a very serious illness where the employee is unable to return to work.

**g. Paid Leave Oregon (PLO)/Paid Family Medical Leave Insurance (PFMLI):**

- (1) **Use of Accrued Leave:** During an absence period that may qualify for Paid Leave Oregon, employees may choose to go in an unpaid status while they wait for their PFMLI application to be approved and paid to them. Alternatively, they may request in writing to use their accrued leave during this time. If an employee is found ineligible for PFMLI, the employee may choose to retroactively request the use of

their accrued paid leave if the use is otherwise permitted per District policy.

- (2) **Payment of Accrued Leave:** If employees request to use accrued leave while waiting for approval or denial of PFMLI benefit(s), employees will be paid for accrued leave used during their waiting period unless their absence is unapproved per District policy. Employees who request to use their accrued leave, but later request to have that leave credited back to them as “Accrued but Unpaid,” may not have (paid) Sick Leave, Vacation, Personal, or Discretionary pay reversed to their original buckets if those amounts have already been paid out to them.
- (3) **Accrued but Unpaid Leave:** Prior to applying for PFMLI, employees should elect in writing whether they would like any paid and accrued leave that is later found to be unnecessary to make up the difference between their normal wages and their PFMLI benefit(s) transferred to an unpaid, but accrued, leave bucket. This transfer, if requested, would occur once the District receives notice of the PFMLI amounts provided to the employee. This Accrued but Unpaid Leave may be used for future absences that would qualify under the District’s current Sick Leave policy. Employees may have no more than 240 hours available in their “Accrued but Unpaid” balance in any given school year.
- (4) Pooled leave, however, may be reversed back to the District if the employee is later found to have been provided a PFMLI benefit that exceeds their normal wages in conjunction with their other accrued paid leave usage.

## 2. **Personal Emergency Leave:**

- a. Teachers shall be allowed one (1) day of personal emergency leave per year with pay.
- b. Three hundred fifty (350) personal emergency leave days will be placed in a pool to be distributed to members of the bargaining unit upon request, with a maximum of ten (10) pool days to any one employee over a two year period. Personal emergency leave shall not accumulate to individuals or to the pool.
- c. A personal emergency is a good faith emergency situation of a personal nature over which the teacher has no control. It may include, but shall not be limited to, an extension of bereavement leave, if needed, or the employee’s personal court appearance, consultation with an attorney, except in case of actions or potential actions against the District, or consultation in which the subject involves secondary employment or business which is a source of revenue to the employee. It shall not include absences for travel, recreation, sport, or for any qualifying Sick Leave or FMLA/OFLA absence.
- d. Requests for personal emergency leave must be communicated to the principal at least one (1) calendar day in advance, if possible, or no later than five (5) working days after return from leave in cases where prior request was not possible.
- e. In the event of the death of a spouse, child, parent, parent-in-law, sibling or

grandparent, the teacher shall be allowed three (3) more days personal emergency leave in addition to those allowed by subparagraphs a. and b. above.

3. **Bereavement Leave:**

- a. Employees will be afforded protected bereavement leave as provided by applicable leave laws. Three (3) days of non-cumulative paid bereavement leave will be granted in the case of the death of a spouse, domestic partner, parent, parent-in-law, child, grandchild, grandparent, aunt, uncle, or sibling. Additional family members may be approved on a case-by-case basis.

4. **Personal Leave:**

- a. Teachers shall be allowed two (2) days of personal leave per year with pay. Unused Personal Leave days may accumulate and carry forward up to a maximum of three (3) days, with a maximum of four (4) days available in any given school year. Notice is required twenty-four (24) hours in advance. During May or June, seventy-two (72) hours' advance notice is required. Use of more than one Personal Leave Day in a single school year shall be mutually scheduled in a manner that protects the effective and efficient operation of schools. The teacher has an obligation to attempt to schedule the absence as soon as they know they will be accessing the leave provision. In lieu of using personal leave days, the employee may request payment for each unused Personal Leave day by May 1<sup>st</sup>. Reimbursement for unused Personal Leave days shall be at the rate of \$115.00 (one-hundred fifteen dollars) per unused day.
- b. Teachers who leave the District voluntarily shall be compensated for Accrued Personal Leave at the rate as outlined above in paragraph a.

5. **Required Court Appearance Leave:**

- a. A teacher required to attend a court or governmental agency for jury duty or as a subpoenaed witness (not as a party to the proceeding) shall receive the employee's regular pay during such required absence.
- b. The teacher must, unless excused by the principal, report for work promptly after the employee's required appearance has terminated.

6. **Paid Leave by Application to the Board:** Any teacher may apply to the Board's discretion for additional paid leave, under such policies and procedures as may be established by the Board.

C. **Unpaid Leaves of Excused Absence:**

1. **Medical Leave:**

**Family Medical Leave (FMLA) and Oregon Family Medical Leave (OFLA)** will be administered in accordance with state and federal statutes.

2. **Unpaid Industrial Disability Leave:**

- a. Any absence from work while temporarily disabled by reason of a compensable industrial accident or disease shall be an excused but unpaid

absence. It shall not be counted as sick leave unless the employee elects in writing to be paid as sick leave the difference between the temporary disability benefits and the employee's regular wages. In case of such application, the bargaining unit member will be charged a fractional sick leave day; however, such deduction shall not exceed the amount determined by taking the bargaining unit member's daily wage for the period of time less benefits received under Worker's Compensation.

b. The employee must notify the District immediately if the employee's absence is due to industrial disability. Any collection of regular wages or salary while, at the same time, failing to disclose the receipt of temporary disability benefits shall be prima facie evidence of grounds for dismissal.

3. Employees are allowed one (1) unpaid day per year for personal time off. The leave does not accrue and must be prearranged with and preapproved by the employee's administrator. Such leave days shall not accumulate.

4. **Dock Pay Leave**

a. The District's goal is to keep employees in the classroom. Dock Pay Leave status would only be granted during exceptional circumstances. Final approval will be determined by the Director of Human Resources. This section is not grievable.

5. **Association-Administered Noncumulative Unpaid Leave:**

a. Each school year, the Association shall have thirty (30) days of noncumulative unpaid leave for use as it may designate. The Association shall give the Superintendent two (2) weeks' advance notice indicating the dates on which fifteen (15) of the days will be taken. The Association shall give no less than one (1) week's advance notice indicating dates for the remaining fifteen (15) days. Less advance notice may be approved by the Superintendent. All Association Leave shall be reimbursed to the District at the actual cost of the substitute.

b. The Association shall have an additional ten (10) days of noncumulative unpaid leave for use by its President for Association matters and business which must be conducted entirely off all campuses. This leave shall be taken in no less than full-day quantities. The President shall give the Superintendent at least seven (7) calendar days' advance notice of the employee's intended absence under this leave provision.

6. **Unpaid Leaves at Board Discretion:**

a. Any teacher may apply to the Board's discretion for unpaid leaves of excused absence such as exchange teacher leave, rest and recuperation leave, professional study leave, child care leave, or other leaves as may be provided for by Board policy. Such applications shall be made and substantiated under policies and procedures of the Board. Decisions of the Board regarding unpaid leave requests will not be subject to the grievance procedure.

b. Fringe or other benefits under this contract shall not continue to accrue during any unpaid, excused absence unless the Board in its discretion shall otherwise order.



- c. If the Board discretionarily grants an unpaid leave of excused absence hereunder, the teacher's Step advancement shall be suspended during the time of leave including the accumulation of sick and personal leave accrual. Upon return from the leave, the bargaining unit member will be entitled to a position for which they are licensed and qualified.
- d. At the outset of any unpaid leave granted by the Board hereunder, the member, at the employee's own expense, may elect to continue the fringe benefit insurance coverages available to active members if the insurance companies agree. The District, however, assumes no responsibility if premium contributions and other expense contributions of the absent member do not arrive in a timely fashion.

**7. Long-Term Association Leave:**

- a. An unpaid leave of absence of up to one (1) year shall be granted to no more than two (2) contract teachers for the purpose of serving as an officer or staff member of the Association. Notification of such leave must be made to the Board no less than sixty (60) calendar days prior to the commencement of such leave.
- b. On return from such a leave, the teacher shall be reinstated at the same salary schedule position that the teacher would have held during the period of absence on leave. The teacher shall also be reinstated to a substantially similar position as the employee held at the time the leave was taken.

**D. Earned Discretionary Leave:**

Teachers shall be awarded one day of leave with pay to be used for purposes determined by the teacher for each year in which the teacher used no sick leave. The accrual of such leave shall be limited to a maximum of four (4) days. Earned Discretionary Leave shall be awarded in the year following the year in which the teacher used no sick leave.

In the event that a teacher accrues the maximum leave limit, four (4) days, and continues to not use sick leave and maintains the maximum accrued leave, that teacher shall be awarded one day of additional pay as follows: pay not to exceed the current daily pay rate for licensed substitute teachers as established annually by the Oregon Department of Education.

Use of such leave shall be mutually scheduled in a manner that protects the effective and efficient operation of schools. The teacher has an obligation to attempt to schedule the absence as soon as they know they will be accessing the leave provision.

Teachers who leave the District voluntarily shall be compensated for Accrued Discretionary Leave at the current daily licensed substitute pay rate.

Voluntary Contributions to the Association-Administered Voluntary Sick Leave Pool does not disqualify an employee from Earned Discretionary Leave.

## Article 10 - Teaching Year, Hours, Load and Conditions

### A. **Work Year:**

The school year for teachers shall not exceed one hundred ninety-two (192) contract days, as specified below.

The school calendar shall be established and determined by the Board; provided, however, there shall be included therein one hundred ninety-two (192) paid teacher contract days (except as specified in paragraph "b." below):

- a. Seven (7) paid holidays;
- b. No teacher contract days between Christmas Day and New Year's Day;
- c. A teacher grading day at the end of each reporting period and two (2) in-service days (inclusive of Section E below). No meetings shall be scheduled during teacher grading days.

### B. **School Calendar:**

In the event the Association has advisory recommendations on the form or content of the school calendar, it shall submit those recommendations, in writing, to the Superintendent.

### C. **Teachers' Workday:**

The regular workday shall be eight (8) hours, which shall include a one-half (1/2) hour duty-free lunch period. Teacher reporting time shall be established by the District according to individual school time schedules and programs. This article does not restrict principals from making special arrangements for individual teachers for the purpose of meeting special, unusual, or emergency needs.

### D. **Teacher Period Assignment:**

The school day shall be divided into as many periods as the Board shall provide.

### E. **Preparation Time Prior to First Student Day:**

Each teacher will be provided with the equivalent of two (2) workdays of assignment-free preparation time prior to the beginning of student attendance each work year. The two (2) workdays shall precede "Meet the Teacher Day" in Elementary Schools.

### F. **School Closure:**

In the event a school or schools are closed due to weather or facilities related emergencies such as natural disasters, pandemics, public health emergencies, the building teaching staff will be excused from work. The day shall not be made up unless students are required to make the day up. This does not apply to District wide closures. For District wide closures the day may be made up, at the District's discretion, in accordance with the District-adopted calendar.

### G. **Health and Safety:**

The District and the Association agree to comply with ORS 654.010 and 654.015. When an employee recognizes an unsafe condition, the employee shall report it in a timely manner to

the employee's immediate supervisor. See the Employee Handbook for additional information on Health and Safety.

**H. Student Discipline:**

1. The District will post a copy of the District's discipline policy at the beginning of the school year on the District website.
2. School principals will meet with employees annually to review District disciplinary standards and procedures. The building administration and staff will work cooperatively to ensure enforcement of the District discipline standards.
3. Student discipline will occur in accordance with the Student Discipline Plan. Grievances regarding the Student Discipline Plan end at the Board level and are not subject to arbitration or unfair labor practice complaints.
4. See the Employee Handbook for additional information about student discipline.

**I. Outside Employment:**

Approval shall not be required for outside employment sought or obtained by a teacher. However, the influence, if any, of outside employment upon the teacher's performance shall be retained as an evaluation criteria.

**J. Check In and Check Out:**

A check-in and check-out procedure will, at the discretion of the principal, be provided at the principal's office or such other location as designated by the principal.

**K. Leaving School Premises:**

Permission to leave school premises during school hours must be obtained in advance from the building principal; however, teachers may leave the building without requesting permission during their scheduled duty-free lunch period.

**L. Phone Calls and Electronic Communications:**

Teachers shall use professional discretion in the use of District communication devices. Nothing in this provision supersedes Board policy.

**M. Teaching Load:**

1. **Generally:** The primary duty of teachers will be in the area of instruction.
2. **Actual Classroom Instruction Time:** For members having student instructional responsibilities, actual assigned student contact time shall not exceed twenty-six and one-half (26.5) hours in any five (5) consecutive teaching days, unless additional time and compensation is mutually agreed upon otherwise. This does not prohibit the purchasing of preparation periods. At the secondary level, passing periods between classes shall not be utilized in calculating the 26.5 hours of contact time.

The parties agree that instructional time is a priority. In an effort to focus on increasing instruction time, the labor management team will meet twice annually to identify lower priority activity(ies) that may be removed to preserve and increase instructional time. The determination of which activities will be modified shall rest with the District.

### 3. Preparation Time:

#### **Elementary**

All primary and intermediate members having student instructional responsibilities shall have a minimum of 275 minutes of assignment free teaching preparation time each week of five (5) consecutive teaching days. Each member shall have one (1) assignment free teaching preparation time of no less than thirty (30) minutes in length during the student instructional portion of each full school day.

District programs offered that reduce classroom teacher student contact time will be offered consistently District-wide except as required by state or federal law. The parties understand and agree that there may be circumstances that require inconsistent application to meet student needs. The decision regarding student needs shall rest with the District Office Administration.

#### **Secondary**

All middle and high school members having student instructional responsibilities shall have a minimum of 225 minutes of assignment free teaching preparation time each week of five (5) consecutive teaching days. Each member shall have one (1) assignment free teaching preparation time of no less than forty (40) minutes in length during the student instructional portion of each full school day.

##### a. **Secondary Division Leaders/Team Leaders**

Secondary Division Leaders/Team Leaders are the exceptions to the guaranteed preparation time during student contact hours and members assigned as Secondary Division Leaders/Team Leaders will be compensated at the established rate. (Article 11.E)

b. For educators assigned to more than one (1) work site, preparation time and a thirty (30) minute lunch time shall not be used to travel between buildings.

### 4. Conferences:

No teacher shall be expected or required to hold parent conferences outside the designated parent-teacher conference days.

### N. Teacher Layoff:

#### **Definitions:**

**Layoff** - Non-personal dismissal, discharge or reduction in working hours or work year as a result of program reduction(s) or elimination.

**Recall** - The process of reinstatement to regular employment.

**Seniority** - As defined in Article 3.K.

**Licensure** - Valid Oregon teaching license held at time of layoff or, for recall purpose, at the time an appropriate position becomes available.

**Endorsement** - Special training validation listed on teaching licenses.

1.

## **Procedure for Layoff:**

- a. The procedure for layoff of probationary and contract teachers shall be as specified in ORS 342.934 and shall apply, as required, to all layoff procedures applicable in this article.
- b. Layoff of contract teachers in the bargaining unit will be by order of licensure and seniority except that the Board may elect to eliminate certain courses or programs which may affect contract teachers. In such cases, the District shall attempt to reassign or transfer the affected contract teacher(s) to other positions for which they are licensed with proper endorsement and qualified.
- c. In cases of reassignment which requires the displacement of another teacher, the displaced teacher shall be less senior than the one being reassigned unless the reassigned teacher is more qualified as defined in ORS 342.934 than the displaced teacher. The Board shall retain the authority to determine which positions are selected for reduction or elimination and where teachers are to be reassigned. Transfers resulting from a layoff shall not be subject to the grievance procedure.
- d. In any case where a teacher is subject to layoff and is not reassigned for lack of seniority or proper license and qualification, the teacher will be placed on the recall list.
- e. The Board will be the sole determiner of programs or courses to be reduced or eliminated, as well as the location of the affected program(s) or courses.
- f. The Board shall attempt, if possible, to combine teaching positions as a result of layoff in a manner which allows teachers to remain qualified. There will be no requirement to consider combinations involving the teaching of subjects for which the affected teacher is not licensed with proper endorsements. Nor will there be a requirement, under any circumstance, for the Board to endorse an application for emergency, transitional, or restricted license.
- g. In the case of layoff, the Board will not be required to lay off any employees, other than those in the program at the location being reduced or eliminated, unless a laid-off employee is more qualified as described in this article to replace a less senior employee.
- h. A Reduction in Force (RIF) Committee shall be convened for the purpose of advising the order of proposed staff reductions using the above stated criteria. It will be composed of up to three (3) REA executive officers and up to three (3) members of the District Administration. This committee acts in an advisory role and the District is not bound by their recommendation.

## **2. Recall:**

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

- a. The District will institute a recall procedure which will ensure that teachers be recalled in the reverse order of seniority. In the case of equal seniority, ties will be broken by drawing lots. The only exception to seniority will be the

requirement to hold a proper license and endorsement for the vacant position.

- b. Notice of an offer of recall shall be sent 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. To accept an offer of recall, the employee must indicate, in writing, acceptance within fifteen (15) District business days of the notice of recall. Failure to respond shall constitute a rejection of such offer and elimination from the recall list.
- c. The District shall advise all affected employees of their recall rights, in writing, at the time of release, layoff, or termination under this article.
- d. All benefits to which a teacher was entitled at the time of layoff, including unused sick leave, shall be restored upon re-employment, and the teacher will be placed on the proper salary step for the current position according to experience and education.

**3. Notification:**

- a. When, in the judgement of the District, it becomes necessary to layoff teaching staff, the District will so notify the Association. Upon request, and prior to layoff, the District will discuss and receive input regarding the layoff from the Association. Any employee who is to be laid off will be so notified in writing as soon as practicable. Such notice will include the proposed time schedule and the reasons for the layoff.
- b. Upon request by the Association, the District will provide the Association with a list showing the seniority of each bargaining unit employee contracted by the Board.

**4. Appeal:**

- a. An appeal from a decision of layoff or recall shall be made to special arbitration under Employment Relations Board Rules and only for the reasons stated in ORS 342.934(8).
- b. In order for an appeal to be considered valid, it must first be filed in writing within thirty (30) District business days of the decision being appealed. This filing will be made to the Superintendent, who will have ten (10) District business days from receipt of the appeal to resolve the dispute. Failure of resolution by the Superintendent within the specified time period will qualify the appeal for special arbitration. An appeal to arbitration is the sole responsibility of the teacher or teachers' representative and must be made within ten (10) District business days following the Superintendent's decision. Failure to meet the specified timelines will void the appeal.
- c. Direct costs of arbitration will be borne equally by the parties.

## **Article 11 - Additional or Nonteaching Duties**

### **A. Substituting of Regular Teacher:**

#### **Secondary**

For any middle or high school teacher with classroom responsibilities who is assigned by the building administrator to substitute for any other regular teacher shall receive two (2) times the employee's regular hourly wage for the time of such substitution or the equivalent exchange time. The exchange time earned can be used with administrator preapproval provided no substitute is required for the employee absence.

#### **Elementary**

In the event a substitute is not available and a class of students must be split, each regular classroom teacher will receive half of the substitute rate for the additional students.

Any elementary teacher with classroom responsibilities who is assigned by the building administrator to substitute for any other regular teacher during their afforded daily thirty (30) minute prep shall receive two (2) times the employee's regular hourly wage for the time of such substitution or the equivalent exchange time. The exchange time can be used with administrator pre-approval provided no substitute is required for the employee absence.

#### **Specialists**

(TOSA, CDS, Title I, Music, PE, Dropout Prevention Specialist, Special Education, etc.) In the event a sub is not available and a specialist substitutes for a classroom teacher, they will receive one-half the substitute rate for teaching a full day.

### **B. Transportation:**

If a teacher is required by the District to use the employee's own automobile for District purposes, the employee shall be reimbursed at the IRS rate. Reimbursement requests shall be submitted by the licensed staff member, using the current District process for mileage reimbursement to the Business Office by June 25. This section is not grievable.

### **C. Responsibilities Beyond the Regular Work Day:**

The District is interested in protecting teacher's personal time beyond the normal contracted hours. However, the professional educator is called on from time to time for work related activities beyond those regular contracted hours.

Teachers may be required to remain at school beyond normal contracted hours for regularly scheduled meetings, in-service, etc. for up to fifteen (15) minutes no more than four (4) times per year without compensation or trade time that does not impact instruction. Compensation will be as described in the District's annual supplemental pay structure. Trade time shall be arranged and mutually agreed upon with the administrator. Compensation requests must be submitted within thirty (30) calendar days.

In the normal operation of schools, there are school functions that require teacher participation where they must return to the building in the evening hours. Teachers may be required to return to the building in the evening hours for school functions, training, meetings, etc. up to two (2) evenings during the year, excluding parent-teacher conferences. In the event a teacher is required to return to the building beyond two (2) evenings per school year, compensation shall be as described in the District's annual supplemental pay structure.

On days when there are required events after the school day, teachers may leave as soon as the last bus has departed at the elementary level, or after the last scheduled class-period at the secondary level.

It is recognized that participation in Individual Education Plan (IEP) meetings is a federal mandate and staff attendance through the entire IEP meeting is often necessary to ensure compliance with legal requirements. The IEP team will strive to conduct the meetings within the normal contract day, however, due to the complexity of the IEP or scheduling constraints it is not always possible to conduct them in this timeframe. In the event a teacher is required at the IEP meeting and it extends thirty (30) or more minutes beyond the regular contract day, the employee will be eligible to request compensation and or trade time. Compensation shall be as described in the District's annual supplemental pay structure. Trade time shall be arranged and mutually agreed upon with the administrator. Compensation requests must be submitted within thirty (30) calendar days.

**D. Automobile Liability Insurance:**

The District shall provide excess liability insurance coverage for teachers approved to use their own vehicles in the course of approved school activities. Coverage limits shall be no less than those applicable to the District.

**E. Supplemental Pay**

Secondary Division Leaders/Team Leaders shall receive a stipend of \$2,500 annually at the rate of \$834 per trimester or \$1,250 per semester.

In the event licensed staff is asked to plan, coordinate, facilitate professional development activities, they will be compensated at the hourly rate as outlined in the District's In-service Pay Memo. No single teacher shall exceed the annual amount paid to secondary division leaders/team leaders.



## Article 12 – Resolving Controversy

### A. Contract Grievance Procedure:

The purpose of this procedure is to provide for an orderly resolution of grievances regarding any allegation of a violation of this Agreement. A determined effort shall be made to settle grievances at the lowest possible level. This procedure shall exist concurrently with grievance procedures provided by Board policy. Any issue, grievable hereunder, which is proceeded upon under policy, shall not be processed or continued under this grievance procedure.

#### 1. Definitions:

- a. “Grievance” shall mean a claim regarding a violation of the express terms of this Agreement.
- b. “Grievant” is the person or persons or the Association, who has the grievance and is presenting the claim.
- c. The “Party in Interest” is either the person or persons making the claim, or the person or persons against whom the claim is made.
- d. “Consultant” is the one who advises either party in interest.
- e. “Representative” is the one who may speak for and/or advise a party in interest.
- f. “Immediate supervisor” is the one who had direct administrative or supervisory responsibility over the grievant in the area of grievance, as stated in Board policy.
- g. “Persons officially involved” means the Superintendent, representatives and/or consultants for the Superintendent; the grievant, representatives and/or consultants for the grievant; and witnesses.
- h. “Association Committee” means the Association’s “Professional Rights and Responsibilities Committee.”

#### 2. General Procedure:

- a. This procedure shall be processed within specified lengths of time. The lengths of time are specified in subsection 3 – “Levels of Grievance.”
- b. Parties may make good-faith effort to shorten the number of days involved, particularly as related to the end of the school year. Time limits may be extended by mutual agreement.
- c. All parties in interest have a right to consultants or representatives of their own choosing at each level of this grievance procedure.
- d. There shall be no restraint, interference, discrimination or reprisal exerted on any employee choosing to use this procedure for the resolution of grievances. Proven willful and malicious dishonesty during the grievance procedure however, may be subject to appropriate disciplinary action.
- e. Failure at any level of this procedure by the grievant to appeal a grievance to

the next level within the specified length of time shall be deemed to be acceptance of the decision rendered at that level. Failure at any level of this procedure to communicate the decision in writing on a grievance within the specified length of time shall permit the grievant to proceed to the next level.

- f. All documents, communications, and records of a grievance will be filed in the District office separately from the personnel file.
- g. The format for presenting written grievances shall be at the option of the grievant but shall be no less complete than required by subsection 3 of this article.
- h. The Association Grievance Committee chairperson shall serve as the Association's principal grievance representative in the processing of a grievance.
- i. All parties will avoid interruptions of classroom and/or any other school-sponsored activities.
- j. Students will be involved in the grievance procedure only as testimonial witnesses to first-hand knowledge of material facts in controversy.
- k. All parties in interest will process grievances at times which do not interfere with assigned classroom duties.
- l. Any grievance must be formally initiated at Level Two within forty-five (45) District business days from the time of the discovery of the cause for the grievance. The discovery of the Association member is considered to be the discovery of the Association. Failure to formally initiate a grievance at Level Two of the grievance procedure within such forty-five (45) District business days shall be reason for the grievance to be waived.
- m. Financial Responsibility: Each party shall pay any and all costs incurred by said party.
- n. Grievance hearings and arbitration proceedings hereunder shall be conducted in accordance with public meetings law.
- o. Once a grievance is formally initiated, it shall continue to be processed according to the time sequences herein provided, even after termination of the contract year

3. **Levels of Grievance:**

- a. **Level One:** The grievant shall first discuss the employee's grievance with the employee's principal or immediate supervisor with the objective of resolving the matter informally.

**b. Level Two:**

- 1) If the grievant is not satisfied with the disposition of the employee's grievance at Level One, the employee's next remedy is to initiate a formal grievance.
- 2) A grievance is formally initiated at the time of the filing of a written grievance with the grievant's principal or immediate supervisor. A copy of the written grievance must also be submitted to the person with whom the Level One discussion occurred (if different than the said principal or supervisor) and to the Association Committee.
- 3) A "written grievance" shall contain a complete but plain and concise statement of no less than the following:
  - a) The precise clause or provision of this Agreement which has allegedly been misinterpreted or misapplied;
  - b) The actual facts, events, acts, or decisions constituting the alleged misinterpretation or misapplication; the date thereof; the identity of the supervisor or other official who has allegedly misinterpreted or misapplied the clause or provision; the detriment suffered or to be suffered by the grievant;
  - c) The date on which the grievant discovered the acts or decisions constituting the grievance; the date, place, and approximate length of the Level One discussion;
  - d) The nature of the resolution of the matter at Level One and the reason such resolution is unsatisfactory to the grievant;
  - e) The address of the grievant, and the name and address of any representative of the grievant to which notices shall be sent.
- 4) The omission of any one or more matters specified above from the written grievance shall not invalidate the grievance; however, such grievant must make a substantial and good faith effort to include all the above information in the written grievance.
- 5) The principal or supervisor shall reconsider the written grievance and shall conduct such other investigation and conferences as the employee may deem advisable.
- 6) Within five (5) District business days of the filing of the written grievance, the principal or supervisor shall communicate the District's written decision to the grievant and to the Association Committee.

The decision shall be dated and may contain such responses to the statements made in the written grievance as the principal or supervisor deems advisable.

A copy of the written grievance and the Level Two decision of the principal or supervisor shall be delivered forthwith to the office of the Superintendent.

c. **Level Three:**

- 1) Any grievant not satisfied with the Level Two decision may proceed to Level Three by filing a written appeal to the Superintendent. Any such appeal must be filed within five (5) District business days of the date of the Level Two decision.
- 2) Level Three appeals shall be heard by the Superintendent or designee within five (5) District business days of the filing of the appeal. Notice of the date, time and place of the hearing shall be sent to the grievant and the employee's designated representative at the addresses specified on the written grievance, to the Association Committee, and to the Level Two decision maker.
- 3) The Level Three hearing shall consist of the testimony of the grievant, the Level Two decision maker and all other relevant witnesses called by the grievant, the Association, the administrator or the Superintendent. Written documents and arguments shall also be received as part of the record of the hearing. The Superintendent and officials of the Association may, by mutual agreement, recess the hearing from time to time to the extent necessary for the compilation of a complete and accurate record.
- 4) Within five(5) District business days of the final adjournment of the Level Three hearing, the Superintendent shall file, and deliver to the parties in interest, the employee's Level Three findings and decision.
- 5) All Level Three decisions shall be final unless appealed to Article 12.3.d and reversed by the arbitrator.

d. **Arbitration:**

- 1) Arbitrable grievances may be appealed to arbitration provided written notice of arbitration is made by the Association to the Superintendent within ten (10) District business days of filing the Level Three decision.
- 2) When a timely request has been made for arbitration, the parties or their designated representatives shall attempt to select an impartial arbitrator. Failing to do so, they shall, within ten (10) District business days of the appeal, jointly request the Employment Relations Board to submit a list of five (5) arbitrators. As soon as the list has been received, the parties or their designated representatives shall determine by lot the order of elimination and thereafter each shall, in that order, alternately strike a name from the list and the fifth and remaining name shall serve as the arbitrator.

The hearing and procedural rules of the American Arbitration Association shall prevail. The arbitrator shall schedule a hearing on the grievance. After the hearing, the arbitrator shall render written findings and a decision within thirty (30) calendar days from the date of the close of the hearing.

- 3) The verbatim transcript or tape recording of the testimony of any witness at the Level Three hearing shall be received at the arbitration hearing in lieu of the witnesses' personal presence, provided it is otherwise admissible. This provision shall not preclude the right of either party to subpoena the witness.
- 4) The arbitrator's authority shall be limited to determining whether or not there has been a violation of the express terms of this contract. The arbitrator shall focus strictly on the facts and evidence submitted at the hearing and the express terms of this contract. There shall be no changing, modifying, or adding to the provisions of this Agreement by the arbitrator. The arbitrator shall not substitute the employee's judgement or discretion for that of the Board or its agents in any area or subject on which the Board's authority and jurisdiction is unaffected by an express provision of this Agreement. A decision of the arbitrator shall, within the scope of this authority, be final and binding upon the parties.
- 5) Nothing in this contract shall be construed as obligating either party to arbitrate the terms of any contract entered into upon termination of this contract.
- 6) The joint costs of the arbitration procedure, such as the fee and expense of the arbitrator and the cost of the hearing room, shall be jointly shared by the parties.

**B. Complaint Procedure:**

1. If a complaint against a specific teacher is made by a parent or other member of the community (not including student complaints), either to the Board, a Board member, or an administrator, the complainant will be asked to present the complaint in writing over the employee's signature. If the complainant is unwilling to do so, the official receiving the complaint may record it over the employee's own signature.
2. If a complaint is not signed by a complainant or recorded by an official, it shall be dropped without prejudice.
3. The signed complaint will be filed with the Superintendent or the employee's designee and, within ten (10) District business days thereafter, the Superintendent or the principal will discuss the complaint with the teacher in an effort to reach a mutual agreement as to the validity of the complaint and any corrective action that should be taken. A copy of the signed complaint shall be provided to the member and/or the Association before the meeting with administration. The resolution of the complaint or corrective action to be taken shall be put in writing. If discussion has not begun within ten (10) District business days, no further action will be taken. Further action may be taken if relevant information becomes available by filing a second complaint.
4. Only properly processed complaints which the District determines are valid and used to document the necessity for discipline shall be placed in the personnel file.

5. The resolution of the complaint or the corrective action will not be grievable to arbitration. A Board hearing shall be allowed if the teacher so requests within ten (10) District business days of the Superintendent's decision.
6. Allegations of sexual harassment, child abuse or other criminal conduct subject to ORS 339.338 for child abuse reporting will not be considered complaints for purposes of this article and will not be subject to this complaint procedure.

C. **No-Strike Clause:**

1. **Definition:** As used in this subsection, the word "strike" shall mean: a refusal by a member of the bargaining unit, in concert with another person or member, to report for duty; the employee's willful absence from the employee's position; the employee's stoppage of work; or the employee's absence in whole or in part from the full, faithful, and proper performance of the employee's duties of employment.
2. **No-Strike Over Grievable Issue:** Under no circumstance shall any member of the bargaining unit engage in a strike upon any issue or controversy to which the grievance, arbitration, or complaint procedures herein provided would apply.
3. Under no circumstances shall any member of the bargaining unit engage in any strike activity during the term of this Agreement.
4. Any strike occurring in violation of this Agreement is a breach of this Agreement. The Association shall use every reasonable effort to terminate any unlawful or unauthorized strike by any members of the bargaining unit.
5. Any member of the bargaining unit engaged in or participating in a strike prohibited by this Agreement or by law may be subject to discipline, up to and including dismissal.

## Article 13 – Miscellaneous

### A. **Publication of Agreement:**

The District shall provide a copy of the Agreement to Association officers and building representatives and post an electronic copy on the District website. Licensed staff members will be provided with a printed copy of the Agreement upon request to the Human Resources Department.

### B. **Teacher Advisory Liaison Committees:**

There is hereby established a Teacher Advisory Liaison Committee (TALC) for each school building.

1. **Size of Committee:** The TALC for each building shall consist of the principal and assistant principals, if any, as District representatives, and an equal number of teachers as representing the faculty, to be appointed by the Association. A teacher's term of TALC shall be for the school year. The size may be expanded with the consent of the principal and faculty representative.
2. **Meetings:** At the request of any member of TALC, it shall meet once a month, or may meet more often by mutual agreement. Meetings shall be held so as to not interfere with teaching or administrative duties. The Superintendent may attend any meeting as an observer, as may the building Association representative.
3. **Purpose:** The purpose of TALC is to provide a vehicle by which teachers and administrators may review and discuss problems and practices at the building level and where teachers may articulate advisory input toward the revision or development of building policies. TALC is a discussion committee where informed viewpoints are to be aired frankly, openly and for the good of education. There shall be no minutes, resolutions or voting.

### C. **Curriculum and Professional Development:**

The District shall reimburse teachers for fees, meals, lodging, and the cost of transportation incurred by teachers who are requested or required, in writing, by the District to participate in curriculum and professional development programs outside the District. Reimbursement rates shall be as outlined in the District's Travel Voucher.

### D. **Tuition Reimbursement:**

For each school year during this Agreement, the District will provide \$50,000 per school year, non-accumulative, for tuition reimbursement and the cost of National Board Certification (NBCT) Renewal fees to be administered according to rules promulgated by the District. Distribution from this fund shall be made by application from the licensed employee. Approval for changes to the distribution shall be made through a committee of three (3) teachers and two (2) administrators, chaired by the Superintendent or designee.

### E. **License of Conditional Assignment**

If the District requires an employee to request a License of Conditional Assignment (LCA) from Oregon Teacher Standards and Practices Commission (TSPC), the District will pay the LCA application fee. The employee will complete the necessary application and provide any required documentation.

## **Article 14 – Mentor Teacher Program**

- A. The District reserves the right to establish and discontinue a mentor teacher program.
- B. No teacher shall be designated as a mentor teacher unless willing to perform in that role.
- C. No mentor teacher shall participate in the evaluation of beginning teachers.
- D. The District will not increase the workload of any teacher regularly employed by the District as a result of release time used by a mentor teacher.
- E. Mentor teachers may resign the assignment at any time upon giving fifteen (15) days' written notice.
- F. The District may terminate the services of the mentor teacher upon giving fifteen (15) days' written notice. Termination of the services of the mentor teacher shall not be subject to the grievance procedure in this agreement.
- G. Prior to the time the program is re-established, the rate of pay and hours of work for the mentor teacher program will be negotiated with the Association.



## **Article 15 – Drug-Free Environment**

- A. For licensed staff, personal use of tobacco products shall be prohibited on all District property and in District-owned vehicles.
- B. The manufacturing, distribution, dispensing, and/or use of alcohol, marijuana, or illicit drugs by licensed staff is prohibited while on District property, during work hours (including meal periods), during breaks, and while assigned to extra-duty positions or special projects and activities, including those held after or in addition to regular school hours.

## **Article 16 – Labor Management Committee (LMC)**

The District and the Association will meet monthly (unless mutually agreed upon by both parties) to discuss issues of mutual concern. Topics for LMC could include, but will not be limited to:

- Vector (*previously SafeSchools*) Training and Scheduling
- Student Behavior and Staff Safety
- Communicable Disease Notifications
- Class Size/Caseloads larger than Board Recommendations
- Job Descriptions
- School Equipment (desk, chair, etc.) and Classroom space
- Security Cameras
- Security Cameras and Observations/Evaluations
- New Curriculum and PD for Curriculum

## Execution

The foregoing contract is in full force and effect from and after the date of execution by Douglas County School District No. 4 (Roseburg) and the Roseburg Education Association as appearing herein below.

Randy D. Cotton  
For the Board

3/5/2024  
Date

[Signature]  
President of the Association

3/6/2024  
Date

[Signature]  
For the District

3/6/2024  
Date

[Signature]  
Oregon Education Association

3/6/2024  
Date

**Appendix A**  
**Roseburg Public Schools**  
2024-2025

8% Increase of 2023-2024 Schedule

<u>Step</u>	<u>BA</u>	<u>BA + 45</u>	<u>BA + 60</u>	<u>BA+75/ MA</u>	<u>MA+24</u>	<u>MA+45</u>	<u>MA+60/ Doctorate</u>
A	\$46,417	\$47,995	\$49,625	\$51,314	\$53,056	\$54,862	\$56,727
B	\$47,995	\$49,625	\$51,314	\$53,056	\$54,862	\$56,727	\$58,656
C	\$49,625	\$51,314	\$53,056	\$54,862	\$56,727	\$58,656	\$60,652
D	\$51,314	\$53,056	\$54,862	\$56,727	\$58,656	\$60,652	\$62,716
E	\$53,056	\$54,862	\$56,727	\$58,656	\$60,652	\$62,716	\$64,844
F	\$54,862	\$56,727	\$58,656	\$60,652	\$62,716	\$64,844	\$67,050
G	\$56,727	\$58,656	\$60,652	\$62,716	\$64,844	\$67,050	\$69,331
H	\$58,656	\$60,652	\$62,716	\$64,844	\$67,050	\$69,331	\$71,685
I	\$60,652	\$62,716	\$64,844	\$67,050	\$69,331	\$71,685	\$74,124
J	\$62,716	\$64,844	\$67,050	\$69,331	\$71,685	\$74,124	\$76,645
K	\$64,844	\$67,050	\$69,331	\$71,685	\$74,124	\$76,645	\$79,251
L	\$67,050	\$69,331	\$71,685	\$74,124	\$76,645	\$79,251	\$81,945
M		\$71,685	\$74,124	\$76,645	\$79,251	\$81,945	\$84,729
N				\$79,251	\$81,945	\$84,729	\$87,611
O							\$90,590

This schedule is for a one hundred ninety-two (192) day contract.

**\*BA means:** Bachelors degree awarded, Teacher Preparation Program completed, and Teaching License attained (Article 8.A.1).

**Appendix B**  
**Roseburg Public Schools**  
**2025-2026**

5% Increase of 2024-2025 Schedule

<u>Step</u>	<u>BA</u>	<u>BA + 45</u>	<u>BA + 60</u>	<u>BA+75/ MA</u>	<u>MA+24</u>	<u>MA+45</u>	<u>MA+60/ Doctorate</u>
A	\$48,738	\$50,395	\$52,106	\$53,880	\$55,709	\$57,605	\$59,563
B	\$50,395	\$52,106	\$53,880	\$55,709	\$57,605	\$59,563	\$61,589
C	\$52,106	\$53,880	\$55,709	\$57,605	\$59,563	\$61,589	\$63,685
D	\$53,880	\$55,709	\$57,605	\$59,563	\$61,589	\$63,685	\$65,852
E	\$55,709	\$57,605	\$59,563	\$61,589	\$63,685	\$65,852	\$68,086
F	\$57,605	\$59,563	\$61,589	\$63,685	\$65,852	\$68,086	\$70,403
G	\$59,563	\$61,589	\$63,685	\$65,852	\$68,086	\$70,403	\$72,798
H	\$61,589	\$63,685	\$65,852	\$68,086	\$70,403	\$72,798	\$75,269
I	\$63,685	\$65,852	\$68,086	\$70,403	\$72,798	\$75,269	\$77,830
J	\$65,852	\$68,086	\$70,403	\$72,798	\$75,269	\$77,830	\$80,477
K	\$68,086	\$70,403	\$72,798	\$75,269	\$77,830	\$80,477	\$83,214
L	\$70,403	\$72,798	\$75,269	\$77,830	\$80,477	\$83,214	\$86,042
M		\$75,269	\$77,830	\$80,477	\$83,214	\$86,042	\$88,965
N				\$83,214	\$86,042	\$88,965	\$91,992
O							\$95,120

This schedule is for a one hundred ninety-two (192) day contract.

**\*BA means:** Bachelors degree awarded, Teacher Preparation Program completed, and Teaching License attained (Article 8.A.1).

**Appendix C**  
**Roseburg Public Schools**  
2026-2027

5% Increase of 2025-2026 Schedule

<u>Step</u>	<u>BA</u>	<u>BA + 45</u>	<u>BA + 60</u>	<u>BA+75/ MA</u>	<u>MA+24</u>	<u>MA+45</u>	<u>MA+60/ Doctorate</u>
A	\$51,175	\$52,915	\$54,711	\$56,574	\$58,494	\$60,485	\$62,541
B	\$52,915	\$54,711	\$56,574	\$58,494	\$60,485	\$62,541	\$64,668
C	\$54,711	\$56,574	\$58,494	\$60,485	\$62,541	\$64,668	\$66,869
D	\$56,574	\$58,494	\$60,485	\$62,541	\$64,668	\$66,869	\$69,145
E	\$58,494	\$60,485	\$62,541	\$64,668	\$66,869	\$69,145	\$71,490
F	\$60,485	\$62,541	\$64,668	\$66,869	\$69,145	\$71,490	\$73,923
G	\$62,541	\$64,668	\$66,869	\$69,145	\$71,490	\$73,923	\$76,438
H	\$64,668	\$66,869	\$69,145	\$71,490	\$73,923	\$76,438	\$79,032
I	\$66,869	\$69,145	\$71,490	\$73,923	\$76,438	\$79,032	\$81,722
J	\$69,145	\$71,490	\$73,923	\$76,438	\$79,032	\$81,722	\$84,501
K	\$71,490	\$73,923	\$76,438	\$79,032	\$81,722	\$84,501	\$87,375
L	\$73,923	\$76,438	\$79,032	\$81,722	\$84,501	\$87,375	\$90,344
M		\$79,032	\$81,722	\$84,501	\$87,375	\$90,344	\$93,413
N				\$87,375	\$90,344	\$93,413	\$96,592
O							\$99,876

This schedule is for a one hundred ninety-two (192) day contract.

**\*BA means:** Bachelors degree awarded, Teacher Preparation Program completed, and Teaching License attained (Article 8.A.1).