

MAPLETON SCHOOL DISTRICT NO. 32

AND

MAPLETON EDUCATION ASSOCIATION

Collective Bargaining Agreement

July 1, 2019 – June 30, 2021

CONTENTS

ARTICLE 1.0 – RECOGNITION 2

ARTICLE 2.0 – STATUS OF AGREEMENT 2

ARTICLE 3.0 – GRIEVANCE PROCEDURE..... 4

ARTICLE 4.0 – COMPENSATION 7

ARTICLE 5.0 – CALENDAR 14

ARTICLE 6.0 – DISTRICT DUTIES 15

ARTICLE 7.0 – RIGHTS OF TEACHERS..... 16

ARTICLE 8.0 – LEAVES..... 19

ARTICLE 9.0 – PERSONAL AND ACADEMIC FREEDOM 22

ARTICLE 10.0 – REDUCTION IN FORCE 23

ARTICLE 11.0 – TEACHER EVALUATION PROCEDURE..... 25

ARTICLE 12.0 – VACANCIES AND TRANSFERS 26

ARTICLE 13.0 – MAINTENANCE OF CLASSROOM CONTROL AND DISCIPLINE 27

ARTICLE 14.0 – FAIR SHARE AGREEMENT 28

ARTICLE 15.0 – COMPLAINT PROCEDURE..... 28

ARTICLE 16.0 – EARLY RETIREMENT..... 29

ARTICLE 17.0 – FUNDING 29

ARTICLE 18.0 – SIGNATURES AND EXECUTION 30

ARTICLE 1.0 – RECOGNITION

1.1 Exclusive Representation

Pursuant to the provision of ORS 243.650, the Board recognizes the Mapleton Education Association as the exclusive bargaining representative for all certified personnel employed one-half time or more.

1.2 Definition

Half-time is defined as 50 percent (50%) or more of the time for full-time employees; i.e., three class periods and one preparation period or four and a half (4.5) hours inclusive of preparation time.

1.3 Exclusions

Employees to be excluded from the bargaining unit shall be:

- Superintendent
- All Building Principals
- Any other person whose duties are primarily (51% or more time) supervisory
- Teachers employed less than 50% as defined in Article 1.2, above
- Substitute Teachers
- Teachers on ninety (90) days or less short-term temporary contracts
- Confidential employees
- Classified

1.4 Purpose

The purpose of this article is to recognize the right of the bargaining agent to represent teachers in the bargaining unit in negotiations with the Board. Granting of recognition is not to be construed as obligating the Board in any way to continue any functions or policies. The Board reserves the right to create, combine or eliminate any position as, in its judgment, is deemed necessary.

1.5 Agreement Has Precedence

Those policies, rules, regulations, procedures and practices which conflict with this Agreement shall be discontinued and considered null and void for members of this bargaining unit.

ARTICLE 2.0 – STATUS OF AGREEMENT

2.1 Strikes and Lockouts

Except as allowed by ORS 243.650 through ORS 243.782, the teachers, as individuals or as a group, will not initiate, cause, permit or participate, or join in any strike, work stoppage, or slowdown, picketing or any other restriction of work that affects the operation of the District. Disciplinary action, including discharge, may be taken by the District against any employee or

employees engaged in a violation of this Article. Such disciplinary action may be taken at the option of the District and shall not preclude or restrict recourse to any other remedies, including an action for damages, which may be available to the District during the period of this Agreement.

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

2.2 Separability of Provisions

If a court determines any item in this Agreement to in fact be in conflict with the laws of the State of Oregon or of the United States, it shall not be a binding part of this Agreement. Upon request of either the Board or the bargaining unit, the parties shall enter into negotiations for the purpose of attempting to arrive at a mutually satisfactory replacement for such provisions.

2.3 Maintenance of Standards

The District shall make a reasonable effort to maintain all general teaching conditions provided by this Agreement at not less than the highest minimum levels in effect at the time this Agreement is signed.

2.4 This agreement shall be effective as of July 1, 2019, and shall be binding on all parties and shall remain in full force and effect through June 30, 2021.

The remainder of this Agreement shall automatically be renewed and be binding for additional periods of one year unless either the Board or the Association gives written notice to the other not later than seven (7) months prior (December 1 will make negotiations compatible with the budget calendar) to the aforesaid expiration date of the Agreement of its desire to modify the Agreement for a successive term or to terminate the Agreement.

2.5 Compliance

Any individual contract between the Board and a certified teacher employed half-time or more, heretofore and hereafter executed shall be subject to, and consistent with, the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.

2.6 Printing

Within thirty (30) days after the Agreement is signed, The District and Association shall execute two original copies of this Agreement. The Agreement will be posted on the District Website at: www.mapleton.k12.or.us.

2.7 Funding

The parties recognize that the revenue needed to fund the compensation provided by this Agreement must be approved by established budget procedures.

All such compensation is therefore contingent upon sources of revenue. The District agrees to include, in its budget requests, amounts sufficient to fund the compensation provided by this Agreement. The District does not guarantee any level of employment in the bargaining unit covered by this Agreement.

ARTICLE 3.0 – GRIEVANCE PROCEDURE

3.1 Purpose

The purpose of the grievance procedure is to, unless otherwise set forth in this Agreement, address, at the lowest possible level, disputes related to the provisions of this Agreement.

3.2 Definitions:

- 3.2.1 A “Grievance”** is a complaint by a teacher, a group of teachers, or the Mapleton Education Association, based upon an alleged violation or misinterpretation of the expressed terms of this contract.
- 3.2.2 Grievant** is the person, persons or Association making the claim.
- 3.2.3 Party in Interest** is any person or persons who might be required to take action or against whom the action might be taken in order to resolve the claim.
- 3.2.4 Representative** is an Association representative.
- 3.2.5 Immediate Supervisor** is the employee who has direct supervisory responsibilities over the grievant.
- 3.2.6 Day** shall mean a regular working school day, excluding non-contract Fridays, Saturdays, Sundays, vacation days and holidays.
- 3.2.7 District** is Mapleton School District No. 32, Lane County, Oregon.
- 3.2.8 Association** is the Mapleton Education Association.

3.3 Procedure

3.3.1 Time Limits

It is important that grievances be processed as rapidly as possible. The number of days indicated at each level should be considered as maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual written agreement.

3.3.2 Informal Level

Before presenting a written grievance, the grievant shall attempt to resolve the matter by an informal conference with his or her immediate supervisor, principal or other administrator who has jurisdiction in the matter. Teachers, at their discretion, may elect to be represented by a fellow teacher at this level.

3.3.3 Level One – Principal or Immediate Supervisor or Other Administrator

1. If a dispute is not resolved at the informal level, the grievant and an Association representative shall present the grievance in writing on the appropriate form to the principal or immediate supervisor or other administrator who has jurisdiction in the matter within fifteen (15) days of the grievant's knowledge of an act, omission or event giving rise to the grievance.
2. The written statement of grievance shall include each part of the contract that has allegedly been violated or misinterpreted, the decision, if any, rendered at the informal conference; the specific relief requested. It shall be signed by the grievant.
3. The party to whom the grievance is directed shall communicate his or her decision to the grievant in writing within five (5) days after receiving the written grievance.

3.3.4 Level Two- Superintendent

1. If the grievant or the Association is not satisfied with the disposition at Level One, or if no decision is rendered within five (5) days after the presentation of the grievance, the grievant or the Association may appeal the grievance to the superintendent by delivering a written notice of appeal to the superintendent's office within ten (10) days after receiving the decision, or lack of one, at Level One.
2. The appeal shall include a copy of the original grievance, the decision rendered, if any, a concise statement of the reasons for the appeal, and the specific remedy requested.
3. The superintendent shall hold a hearing with the grievant and a representative within ten (10) days of receipt of the grievance at Level Two. He/she shall render his/her written decision and communicate this decision to the parties in interest within five (5) days following the hearing.

3.3.5 Level Three- Board

1. If the grievant or the Association is not satisfied with the superintendent's disposition of the grievance at Level Two, the grievant or the Association may appeal the grievance to the Board of Directors of the District. Such appeal shall be made in writing within five (5) days after a decision by the superintendent, or if no decision has been rendered by the superintendent then such appeal shall be made within fifteen (15) days after the superintendent's hearing.
2. The appeal shall include a copy of the original grievance, the decisions rendered by the principal or immediate supervisor or other administrator and by the superintendent, a clear concise statement of the reasons for appeal, and the specific remedy requested.
3. The Board shall hold a hearing on the appeal not later than its second regular meeting following the filing of the notice of appeal from the superintendent's decision. The Board shall allow time for oral presentation by the parties in interest, or their representatives.
4. The Board shall render its decision in writing to the parties in interest not later than ten (10) days after the close of the hearing.

3.4 Miscellaneous

3.4.1 Rights of Employees to Representation

Any grievant may be represented at Steps 1-3 of the grievance procedure by him or herself or by an Association representative as provided herein. When the Association does not represent the employee, the Association shall have the right to be present at all formal stages of the grievance procedure (ORS 243.666).

3.4.2 Group Grievance

A group grievance may be filed when an alleged violation affects a group of employees. The number and names of all employees affected by a group grievance and the Association upon request shall provide the specific remedy sought for each.

3.4.3 Written Decisions

Decisions rendered at all levels, except at the informal level, shall be in writing setting forth the decision and the reasons for it. That document shall be transmitted promptly to all parties in interest.

3.4.4 File of Grievance Papers

All documents, communications and records dealing with the grievance shall be designated confidential information and shall be filed in a separate grievance folder. No person other than the parties in interest, their representatives and the District's supervisors or administrative staff shall have access to the separate grievance folder without the consent of the grievant.

3.4.5 Forms

Forms for filing grievances, serving notices, making appeals, making reports and recommendations, and other necessary documents shall be prepared jointly by the superintendent and the Association and given appropriate distribution in order to facilitate operation of the grievance procedure.

3.4.6 Privacy

Except as otherwise provided by law, meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated or selected representatives.

3.4.7 Reprisals

No reprisal shall be taken by the District or any member of the administration against any party in interest, any representative, any member of the Association, or any other participant in the grievance procedure by reason of such participation. No reprisal shall be taken by the Association, its agents or members, or nonmembers represented by the Association against the School District Board of Directors, the District's administrators or any participant in the grievance procedure by reason of such participation.

3.4.8 Alterations

The chronology of appeal procedures may be altered, if all parties in interest agree in writing.

3.4.9 Investigation

The parties agree to provide each other with relevant information to foster effective processing of grievances.

3.4.10 Exclusions and Due Process

No dismissal or nonrenewal of a teacher, as defined under ORS 342.815 through ORS 342.930, shall be grievable under this grievance procedure. However, prior to any final actions by the Board on termination of a teacher's contract, the teacher affected shall be granted the following due process rights:

1. Written notification of pending action;
2. Upon request, the opportunity to present arguments and testimony on his/her behalf to the School Board in accordance with Oregon Statute.

ARTICLE 4.0 – COMPENSATION

4.1 Basic Salary and Index Schedules:

4.1.1 Salary

For 2019-2021 basic compensation for teachers shall be in accordance with Appendix A-1A and A-2A, which by this reference is incorporated herein. The base salary for 2019-2020 shall be \$33,088.

4.2 Method of Payment

Teachers will be paid 1/12 of their salary on the twentieth (20th) of each month. If the 20th falls on a non-workday, payday shall be on the last workday prior to the 20th. The final check issued in June includes 3/12 for the summer months. If the 20th of June falls on a non-workday for the Business Office, payday shall be on the last Business Office workday prior to the 20th. Requests for advance or early payment on the summer pay cannot be honored.

4.3 Extra Duty Wage

The extra duty wage for adult education teachers, home instruction, and driver education teachers shall be 1/10 of 1% of the first step of the salary schedule.

4.4 Travel Expense

Teachers attending approved conferences or transporting students to approved competition or conferences will be reimbursed for mileage. Reimbursement for mileage will be based on the Internal Revenue Service rate at the time the expense is incurred. If a District vehicle is available and is a reasonable substitution for a personal vehicle (as determined by an administrator), reimbursement for travel by a private vehicle will be reimbursed at 75% of the IRS rate. Meals will be reimbursed at the rates listed below. Special scheduled breakfasts, lunches, or banquets will be reimbursed at their stated cost. All expenses will be reimbursed upon the basis of the reimbursement claim form with receipts attached. Overnight trips will be paid at per-diem rates prior to event, with a two (2) week notice and administrative approval.

Breakfast	Lunch	Dinner
\$12.00	\$15.00	\$20.00

4.5 School Closure/ Inclement Weather

In the event of a situation beyond the control of the Board that requires the closing of schools, teachers may be required to report for work at the discretion of the superintendent. Teachers who are unable to report to work because of adverse weather conditions or other unforeseen circumstances shall be given the opportunity to make up missed days so that no reduction in pay results. Any pay reduction from missed days that are not made up will be from the summer (school) paycheck. Up to two inclement weather days may be made up through documentation of how teacher time was spent as long as student seat time is not affected. The time made up shall be in such increments as time missed.

4.6 Extended Contract

Teachers with teaching contracts of more than 169 days shall be reimbursed at the rate of 1/169 of their base pay for each day beyond 169.

4.7 Tuition Reimbursement

4.7.1 The maximum tuition reimbursement paid will not exceed \$3,000 per person per calendar year within the School District’s budget unless all applicants have been fully reimbursed and funds remain. Reimbursed classes must be pre-approved in writing by an administrator and must show a direct value to the students of the District. Classes requested by the District shall be reimbursed. The employee must notify the District (submit official transcript and receipt) by Nov. 15 to qualify for reimbursement. Such reimbursement shall be made on or before the December pay period.

4.7.2 The total District expenditure for work completed during the prior academic year and summer shall not exceed the following schedule:

- 2017-2021 \$10,000 per contract year

4.7.3 If the eligible reimbursement applied for exceeds the District’s commitment in any one year, the District shall pay applicants an equal percentage portion of their eligible tuition claim.

4.8 Insurance Benefits

4.8.1 Coverage for insurance benefits shall be twelve (12) consecutive months. Employees who terminate at the end of the school year will have their coverage continued until September 30th or until new coverage with another employer becomes effective, whichever comes first. New employees who are hired at the beginning of the school year will have their coverage start October 1st. The District shall provide \$20,000 employee life insurance, \$20,000 employee accidental death/dismemberment and 60 day/60% employee long term disability.

In 2019-2021 the District will offer tiered rate insurance for employees with .75% FTE or higher (Those working less than full time in 2019-20 who received full benefits will continue to do so unless there is a break in service.) at the following rates:

Insurance Plan	Employee Responsibility	District HSA Contribution
Medical		
1 -- 2 (Alder/Birch)	\$200/mo	\$0
3—5 (Cedar/Dogwood)	\$0	\$0
6-7 (Evergreen/Fir)	\$0	\$150/mo
Dental		
Premier Plan 1-5	\$60/mo	
Premier Plan 6	\$0	
Exclusive PPO	\$0	
Willamette Dental	\$0	
Vision		
Opal Plan	\$20/mo	
Pearl or Quartz Plan	\$0	
VSP Choice Plus Plan	\$0	

Should the District not be able to maintain the same out-of-pockets costs with a 5% increase of employee share for Health Plans 1 & 2 (\$210), Dental Plans 3-5(\$63) or the Opal Vision Plan (\$21), the parties agree to move to pooled insurance in the third year with the CAP of \$1455.30 as the starting point of bargaining.

The District and the Association shall create and administer an insurance pool in the following manner:

- a. If any members monthly premium, single or two-party, is less than the District monthly insurance contribution, the difference between the premium and the District's monthly contribution will be placed in an insurance pool. The specific monthly contributions from the pool for single, two-party and family plan monthly premiums will be set by the President and Secretary of the Association along with a District representative by September 15st of that school year.
- b. If the total cost for all the Association's insurance coverage(actual amount spent on all members of the bargaining unit as a whole) is less than the annual District contribution,(total FTE of the membership eligible for insurance multiplied by the monthly insurance cap, and then multiplied by twelve) after the Associations' pool allocations are made, those funds will be held in the insurance pool to offset future insurance costs.
- c. Provisions set forth in Section (a) above shall not apply for members choosing an HSA (Health Savings Account) qualified insurance plan. Insurance pool

contribution for such members shall be the remainder from the monthly insurance contribution minus the cost of the insurance plan chosen by the member, minus the \$150 HSA benefit per Section 5(b). Any funds remaining from the monthly insurance contribution after the cost for the insurance premium and the \$150 HSA benefit have been deducted shall be included in the insurance pool.

Should the parties fail to reach agreement on a successor Agreement prior to the expiration of this contract, the District hereby agrees to contribute, during the status quo period, a maximum amount for insurance per month per member equal to the total premium of the base year (e.g. 2020-2021) plus five percent (5%), or the actual cost of the insurance, whichever is less. Any costs above the District payment shall be borne by each member through payroll deduction.

Employees whose assignment is between .50 and .74 FTE will be eligible for the District contribution for insurance at the same percentage rate as their employment (i.e.; .74FTE receives 74% of the monthly District insurance benefit).

4.8.2 The District will begin paying the new rate each year on the first day of the “insurance year,” that is currently October 1 of each year.

4.8.3 For the duration of this Agreement, the Association agrees to appoint representatives to a Joint Insurance Review Committee and to cooperate with this committee’s efforts to review available insurance programs and carriers and make recommendations for cost effective changes.

4.8.4 Employee Health Insurance Opt-Out

Any teacher who has other eligible comprehensive group medical insurance coverage may choose to Opt Out of the District’s insurance. Eligible coverage is determined by Oregon Educator Benefit Board’s Administrative Rule Division 40 (Declination of Coverage). If a teacher chooses to Opt Out they are entitled to receive a monthly stipend. The monthly Insurance Opt Out stipend is set at \$550. The teacher must complete the Employee Opt Out Form annually and provide a copy of their insurance card as proof of coverage. Employees whose assignment is between .50 and .74 FTE will be eligible for the monthly Insurance Opt Out Stipend at the same percentage rate as their employment (i.e.; .74FTE receives 74% of the \$550 Opt Out Stipend).

Should the District be assessed as a result of the employee’s choice to waive coverage as contemplated by this provision, the stipend may be reduced by any fees and/or penalties paid by the District.

4.8.5 Health Savings Account

If a certified employee selects a high deductible plan that can be partnered with a Health Savings Account (HSA) per federal regulation, an employee may contribute funds

beyond the District contribution of \$150 per month to bring the total employer and employee contributions up to the IRS allowable maximum for the calendar year.

4.9 Payroll Deduction

4.9.1 The District agrees to make payroll deductions from the salaries of its regular teachers, as requested in writing by the individual teacher, and make remittance to the appropriate agency, as per Board policy.

4.9.2 Prior to the first dues deduction of the school year, and then for any employee who becomes a member of the Association after the start of the school year, the Association shall notify the District of bargaining unit members who have elected to have dues deducted from their paychecks and shall identify the dues to be deducted from each. The Association shall also notify the District when a bargaining unit member should no longer have dues deducted. The District shall enact dues deduction changes on the pay period following a notification.

a. Processing OEA/NEA/MEA Dues Deductions

Dues deductions shall be made monthly in an amount equal to one-eleventh (1/11) of annual dues, commencing with the month of October and continuing through the July pay period. Deductions for employees who join the Association after the beginning of the school year shall be prorated on a twelve-month proration schedule.

b. The District agrees to provide the names, assignment, salary placement, and the contact information for any bargaining unit member within ten (10) days of hire.

c. Remittance of Dues Checks

1) Data to OEA

Within ten (10) days after each pay period, the District shall send the Association an Excel-compatible register of the NEA/OEA/MEA dues, including voluntary Association contributions, deducted from each member's paycheck.

2) Payment to OEA

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

3) Payment to MEA

MEA dues payments will be deducted and paid separately from OEA/NEA dues and shall be remitted to the MEA Treasurer.

d. Indemnification

The Association agrees to indemnify, defend, and hold the District harmless from employee or former-employee claims, orders, or judgments against the district concerning the dues deductions procedures outlined in this agreement. The Association's obligations are contingent upon the District: 1) giving the

Association at least two-week's notice, in writing, of any claim; 2) and fully cooperating with the Association and its designated counsel in the defense of the claim. The Association's obligation does not extend to criminal allegations or District conduct that would constitute an Unfair Labor Practice. In the event the District properly invokes this paragraph, the Association will provide the attorney to defend against the claim. In the event the District wishes to use its own attorney, the District will pay the fees and costs of said attorney.

e. Information

1)Employee List

Each month, the District shall provide to the OEA Membership Specialist an Excel-compatible database of each employee in the bargaining unit (both active members and non-members) that includes the last four digits of their social security number, employee ID, FTE, classification or title, PERS classification, worksite, and position on the salary schedule.

2)Change in Employment Status

The District shall promptly notify the MEA President whenever an employee in the bargaining unit is placed on an unpaid leave of absence, retires, is laid off or resigns.

4.9.3 The employees agree to hold the District harmless against any and all claims, suits, orders, or judgments brought against the District as a result of the provisions of this Article, except when the fault lies with the Board/ or its agent.

4.10 Outside Experience

Placement on Salary Schedule. Verification of hours earned shall be by official university or college transcripts filed with the superintendent's office.

All certified personnel will be placed in the (vertical) columns according to degrees held and credit hours earned. The District will count for initial placement in advanced columns those credit hours taken and completed after the date on the initial teaching certificate. (However, a teacher who earned a bachelor's degree in the direct subject area in which he/she is hired to teach, before earning a teacher's certificate, may have hours counted beginning after the date of the bachelor's degree if the hours meet all other contractual requirements.) Graduate hours marked on the transcript as reserved for graduate credit but taken before the award of the bachelor's degree and not counted towards the bachelor's degree will count toward placement on the salary schedule.

To be counted initially as a year of experience, the experience must be full-time for at least 1,080 hours from a four (4) day work week or one hundred thirty-five (135) days in a five (5) day work week consecutive workdays in a teaching assignment in a public or private school with a school day and course of study approximating that of the District. To be counted, the experience

must have occurred after the teacher held a teaching certificate from some state. Experience other than teaching or counseling in an elementary or secondary school may be approved by the superintendent or designee upon verification that it was comparable to or equivalent to the assignment for which the teacher is hired in the District. The maximum number of years the District will transfer in is equivalent to the number of steps on the Salary Schedule.

4.11 Advancement on Schedule

Credits earned during the summer may be applied to changing educational level, if the official transcripts verifying the credits are recorded in the superintendent's office by October 15th. To move horizontally on the salary schedule after initial placement, certified personnel must notify the District Office when returning contract renewal form and show intent to obtain the required number of graduate level hours from an accredited institution. The teacher must earn a grade of "C" or better ("pass" on a pass/no pass system). Official transcripts verifying credits are to be recorded in the superintendent's office by October 15th.

4.12 Extra Duty Pay

Extra duty pay for extra duty service for 2019-2021 shall be in accordance with appendices A-3A, A-4A and A-5A, which by this reference are incorporated herein.

4.12.1 In filling extra duty positions, the District shall make every effort to seek qualified volunteers from the District staff; if positions remain unfilled, the District retains the right to assign staff to these positions.

4.12.2 Extra duty contracts shall be issued separately from teaching contracts.

4.12.3 Evaluation of extra duty performance shall be separate from and in addition to evaluations of teaching performance.

4.13 Extracurricular Activities

In filling extracurricular activities, the District shall first make every effort to seek non-staff volunteers; if necessary, the District retains the right to assign staff to these positions.

4.13.1 Extra pay for teacher participation in extracurricular activities during 2019-2021 shall be in accordance with appendices A-3A, A-4A and A-5A, which by this reference is incorporated herein.

4.14 Public Employees Retirement System

The District shall "pick-up", assume, and pay the employee contribution for members eligible to participate in the Public Employees Retirement System (PERS), and/or the OPSRP fund. The full amount of the required employee contributions "picked-up" or paid by the District on behalf of employees shall be considered as "salary" within the meaning of the law for purposes of determining an employee member's "final average salary" within the meaning of the law (ORS 238.005(8) and ORS 238A.130) but shall not be considered as "salary" for the purposes of determining the amount of employee contributions required to be contributed pursuant to the

law. Such “picked-up” or paid employee contributions shall be credited to employee accounts pursuant to the law and shall be considered to be employee contributes for the purpose of the law.” Pursuant to ORS 238A.335 (2)(a), the parties agree that employee compensation has been reduced in order to generate the funds needed to make these employee contributions; the employer will file any required notices with the Public Employees Retirement Board.

4.15 403(b) Program

4.15.1 Employees hired as of July 1, 2019 who are off probation may participate in a 403(b) plan with the District matching contributions in the employer’s name at \$15 per month.

4.15.2 The plan will operate within the parameters of Section 403(b) of the Internal Revenue Code. The IRS rules and regulations governing 403(b) contributions will supersede any contractual obligations of the parties.

ARTICLE 5.0 – CALENDAR

5.1 School Calendar

It is recognized that the Board has the right to establish the annual school calendar. It has been established that the District will operate under a four-day school week. Annually, prior to the final adoption of the school calendar by the Board, the proposed calendar(s) shall be submitted to the Association for review and recommendations.

5.1.1 Seven (7) Professional Development Days will be included in the school calendar. Each Professional Development Day shall be scheduled to provide at least two (2) uninterrupted, contiguous hours set aside for teachers to work in their classrooms. Any exception to this schedule must be approved by the majority of certified participants.

5.1.2 The District will compensate teachers at their hourly rate for attendance at required events with the exception of Open House, Parent/Teacher Conferences and one additional event as assigned by the Administrator.

5.2 Work Year

Contract days in the school calendar shall be as follows: Minimum of 159 days with a maximum of 169 days.

5.2.1 If days are to be eliminated the Association will be given a 45 calendar day notice.

5.2.2 All days to be eliminated will be agreed upon between the Association and the District.

5.3 Holidays

Paid holidays shall be Labor Day, Veterans Day, Thanksgiving Day, the day after Thanksgiving Day, New Year’s Day, the third Monday of January (MLK Day), and Memorial Day.

5.4 Statewide Teacher In-service Day

Statewide Teacher In-service Day shall not be a teaching or a contract day.

5.5 Work Schedule

Teachers shall adhere to the daily schedule and shall make no commitments that will preclude their being present for their assigned responsibilities. Teachers shall not leave the building to which they have been assigned without the consent of the building principal or person in charge.

5.6 Workday

The normal workday for teachers shall be nine (9) hours during instruction days and (8) hours on non-instructional days. Each day will include a minimum of one-half (1/2) hour duty-free lunch.

ARTICLE 6.0 – DISTRICT DUTIES

6.1 Management Rights

The Board, on its own behalf and on behalf of the electors of this District, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon, and invested in it, by the laws and the Constitution of the State of Oregon and of the United States, including, but without limiting the generality of the foregoing, the right:

- 6.1.1** To the executive management and administrative control of the school system and its properties and facilities, and school-related activities of its employees;
- 6.1.2** To hire all employees and, subject to the provision of law and this Agreement, to determine their qualifications, and the conditions for the continued employment, or their dismissal or demotion;
- 6.1.3** To establish grading systems and course of instruction, including special programs; and to provide for athletic, recreation and special events for students, all as deemed necessary or advisable by the Board;
- 6.1.4** To exercise final authority upon the means and methods of instruction, the selection of textbooks and other teaching materials, and the use of teaching aids of every kind and nature;
- 6.1.5** To determine class schedules, the hours of instruction and the duties, responsibilities, and assignments of teachers with respect thereto, and extracurricular activities, and the terms and conditions of employment.

6.2 Limitations

The exercise of the foregoing powers, right, authority duties and responsibilities by the Board; the adoption of policies, rules, regulations and practices in furtherance thereof; and the use of judgment and discretion in connection therewith shall be limited only by the specific and expressed terms of this Agreement, and then only to the extent such specific and expressed terms hereof are in conformance with Constitution and laws of the State of Oregon and the Constitution and laws of the United States.

- 6.3** Nothing in this Agreement shall be interpreted as interfering in any way with the Board’s right to alter, rearrange, change, extend, limit or curtail its educational operations or any part thereof, unless specifically provided for in this Agreement.

ARTICLE 7.0 – RIGHTS OF TEACHERS

7.1 Organizing

Teachers shall have the right to organize, join, and assist the Association to participate in professional negotiations with the Board through representatives of their own choosing; and to engage in other activities, individually or in concert, for the purpose of establishing, maintaining, protecting, or improving conditions of professional service.

7.2 Conformance with Law

Nothing contained herein shall be construed to deny any teacher his/her rights under the constitutions and laws of the United States and the state of Oregon, or under applicable laws and regulations.

7.3 Required Meetings or Hearings

Whenever any teacher is required to appear before the Board, concerning a matter which could adversely affect the continuation of that teacher in his/her office, position, or employment, or the salary or any increments pertaining thereto, then he/she shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a representative of the Association or legal counsel as approved by the Association present to advise and represent him/her during such meeting or interview. Any suspension of a teacher pending charges shall be with pay. Nothing in this section shall be interpreted to restrict the superintendent from consulting with staff members to gather information or give direction or clarification without a representative of the Association being present.

7.4 Evaluation of Students

Within the framework of statewide and District standards, the teacher shall maintain the right and responsibility to determine grades and other evaluations of students relating to their classroom performance. No grade or evaluation given by the teacher shall be changed without the approval of the teacher, unless the student, parent(s) or legal guardian(s) file an appeal with the building principal within six (6) months of the issuance of the grade or other evaluation. The principal may change the grade, establish additional requirements or refuse the appeal.

7.4.1 The Board shall hear appeals not resolved to the satisfaction of either party.

7.4.2 The Board may change the grade, establish additional requirements, or refuse the appeal.

7.4.3 The Board’s decision shall be final and binding.

7.4.4 If the teacher has left the District or is otherwise unavailable, the principal shall appoint a teacher as a representative.

7.5 Criticism

Any questions or criticism by a supervisor, administrator, or Board member of a teacher and his/her instructional methodology shall be made in confidence and not in the presence of students, patrons or other public gatherings. This does not prohibit teachers and Board members from sharing non-confidential concerns with each other at Board meetings.

7.6 Association Identification

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

7.7 Discipline

No teacher in the bargaining unit shall be disciplined, reprimanded or reduced in rank or basic salary without just cause. Any violation of this provision may be used as a basis for grievance; however, this article does not apply to the dismissal of contract (permanent) or probationary teachers or the nonrenewal of probationary teachers' contracts (such matters are excluded because they are governed by Fair Dismissal Law).

7.8 Personnel Files

The official files of all teachers are confidential and shall be kept in the central office. Personnel files are the property of the District; therefore, a teacher may examine, attach a rebuttal to materials, or add relevant materials of his/her own choosing only in the central office under the supervision of the superintendent. The District shall provide the same confidentiality to electronic files as it provides physical files and all rights pertaining thereto.

7.8.1 The District will make available a copy of any document required of the teacher for his/her own file. The teacher may be required to pay the actual cost of the copy.

7.8.2 The teacher may name, in writing, any other person than him/herself who may examine his/her personnel file.

7.8.3 The personnel file maintained in the District office shall be the sole repository for any and all materials related to the employment of each teacher. A principal may keep a working file to assist in supervision.

7.8.4 Teachers shall receive copies of any and all materials placed in their personnel file at the time of original placement.

7.8.5 Material not available to the teacher will not be used by the District when considering demotion, discharges, discipline or other involuntary changes in employment status.

7.9 Nondiscrimination

The employees and the Board affirm their adherence to the principles of free choice and agree they shall not discriminate against any employee covered by this Agreement on any basis protected by law including but not limited to an individual's perceived or actual race, color, religion, gender, sexual orientation, gender identification, national or ethnic origin, marital

status, age, mental or physical disability, pregnancy, familial status, economic status, veterans' status or membership or non-membership in any organization. All references to employees in this Agreement designate both sexes and when the male gender is used, it shall be construed to include both male and female employees.

7.10 Preparation Time

7.10.1 Elementary teachers shall have a minimum of four (4) hours of increments of not less than thirty (30) minutes of their regular workweek assigned for lesson planning and grading of papers. The District will provide a reasonable amount of time for two (2) fifteen (15) minute relief periods within the nine (9) hour workday. The District shall not call any meetings after student dismissal on two days of the week except in emergency situations.

This provision shall apply only for full school weeks; however, prep time shall be pro-rated equally in weeks less than four (4) days.

7.10.2 Secondary teachers shall have a minimum of four (4) hours of increments of not less than thirty (30) minutes of their regular workweek assigned for lesson planning and grading of papers.

Prep time shall be pro-rated equally for school weeks containing less than four (4) days.

When the high school is on a block or modified block schedule, teachers shall receive not less than four hours of preparation time per week during full school weeks.

However, in no case shall at each go more than one day without preparation time. (e.g. every other day.)

7.10.3 Teachers may be required to substitute or perform other duties during his/her prep time. Teachers asked or required by building administration to perform other duties during his/her prep time shall be compensated for each half hour spent on administrative assigned duty during regularly scheduled prep time at the annual Oregon Department of Education Substitute Teacher Pay Rate.

7.11 Duty-Free Lunch

The District will provide each teacher with a thirty- (30) minute lunch period.

7.12 Safe Working Conditions

Teachers shall not be required to work under unsafe or hazardous conditions or to perform tasks that endanger their health, safety or well-being.

7.13 Notice of Assignments

Teachers who were employed by the District during any given year shall be notified in writing of their tentative teaching assignment(s) for the following school year no later than June 1st. If assignment changes are made after June 1st, the teacher will be notified as soon as possible.

Non-instructional Duty Limitations for Certified Staff. The District will attempt to limit the non-instructional duties assigned to a teacher through the use of assistants or volunteer parent help.

ARTICLE 8.0 – LEAVES

8.1 General Conditions

8.1.1 It is expected that teachers will be on duty during their contract days, unless a situation beyond their control prevents their presence. Teachers violating this provision are subject to discipline.

8.2 Sick Leave

8.2.1 Sick leave is provided in the amount of ten (10) days per year or one day per month employed, whichever is greater. An unlimited number of sick leave days shall be accumulated. Sick leave may be taken in increments of one (1) hour.

8.2.2 All unit members shall be credited with their full annual sick leave benefits on their first contract day of the school year. Upon request, teachers shall be given a written accounting of their use and accumulation of sick leave. Unit members terminating before the end of their service contract days who have used more days of sick leave than entitled by their service days shall have the pay for those days deducted from their balance of contract check.

8.2.3 A new unit member may transfer all accumulated sick leave from their previous employer provided that the accumulation is verified by the administration of said district and the individual has not retired with PERS. The transfer of said sick leave from another school district shall become effective on the thirty-first (31st) working day in the District.

8.2.4 Sick leave shall cover absences covered by ORS 332.507, the Oregon Family Leave Act (OFLA) ORS 659A.150 to ORS 659A.186 and the Oregon Sick Time Law ORS 653.601 to ORS 653.661.

8.2.5 When an employee uses sick leave for a foreseeable absence, the employee shall make a reasonable effort to schedule the sick leave in a manner that does not unduly disrupt the operations of the District. For example, the employee shall attempt to schedule medical or dental appointments during the beginning or end of the business day on days when no staff meetings or trainings are scheduled.

8.2.6 Sick leave shall be used without loss of pay, up to the total days accumulated by the employee. Any absence authorized as sick leave in excess of the unit member's accumulated sick leave shall be without pay. A unit member who is absent five (5) consecutive days on sick leave may be required to furnish a physician statement that the illness, injury or maternity-related disability prevents the unit member from working.

- 8.2.7** Accrued sick leave may be used at the unit member's option while on parental leave (birth, adoption, and/or foster care placement of a child).
- 8.2.8** Two weeks of sick leave may be used at the unit member's option while on bereavement leave to make funeral arrangements, attend the funeral or to grieve a family member who has passed away. Two days of sick leave may be used at the unit member's option while on bereavement leave to make funeral arrangements, attend the funeral or to grieve a non-family member who has passed away.
- 8.2.9** All requests for use of sick leave shall be approved by the Superintendent or his/her designee.
- 8.2.10** Except as otherwise provided by law, unused sick leave shall not be compensated upon termination except as reported to PERS upon retirement of an employee.
- 8.2.11** Any unit member obtaining sick leave benefits by fraud, deceit, or falsified statements shall be subject to disciplinary action.

8.3 Sick Leave Bank:

- 8.3.1** The purpose of a sick leave bank is to provide a safety net for employees facing a serious illness or medical emergency for employees who have exhausted all of their own sick leave and all other accrued or available paid leave time.
 - a. The Bank may not accrue more than sixty (60) days.
 - b. Days not used in a given year shall carry over.
- 8.3.2** Sick Leave Bank Committee
 - a. A committee of three (3) MEA members appointed by the Association.
 - b. The committee shall provide the business office by October 15 of each school year the names of those bargaining unit members participating in the plan and the number of days each has donated.
 - c. When a participating member has requested time from the bank and the committee has approved the request, it shall notify the District business office of the approval within one week of the decision. Only failure to complete the appropriate form, failure to meet the criteria for the bank or lack of days in the bank shall constitute a reason for denial.
 - d. Any member denied days by the committee may appeal to the MEA Executive Committee. No grievances may be filed over sick leave bank denials.

8.3.3 Eligibility

- a. Employees wishing to participate in the bank must donate at least one sick day, but not more than three (3) sick leave days per year by completing the appropriate form and returning it by September 30 of each year. (Less than full-time employees must donate the hours equivalent to their work day.) Days donated are irrevocable and will not count toward any unused sick leave reported to PERS at retirement. Employees retiring from the District may donate up to two sick leave days to the bank by completing the donation form prior to their last day of employment.
- b. Employees who have donated to the bank in a given year, have exhausted all other accrued paid leave, and face a long-term serious illness that prohibits them from being able to work but are not yet eligible for other coverage (Worker's Compensation, long-term disability, PERS disability retirement benefits) may apply to access days from the bank by completing the appropriate form and submitting it to the identified Association Sick Leave Bank committee members.
- c. Applicants shall provide evidence of a medical need for accessing days from the bank and the number of days needed. No individual may access more than fifteen (15) work days in a given school year.

8.4 Personal Leaves

8.4.1 Four (4) days of Personal Leave will be granted for employees. Forty-eight (48) hours advanced notice shall be required, except in cases of emergency.

8.4.2 Personal Leaves shall not be accumulated.

8.4.3 Personal Leave is defined as necessary time off for personal matters, business, legal affairs, etc. when said time off cannot be arranged outside of normal working hours. There will be no leave for early travel before and after vacation (travel immediately subsequent to vacation) or for any activity that involves monetary compensation to the employee.

8.4.4 Teachers who have exhausted regular sick and special leave allowances and who are unable to return to duty because of illness, accidents or other unforeseen circumstances shall be granted an extension of twenty (20) school days of unpaid special leave. If the teacher is still unable to return to duty at the end of the twenty (20) days period, the School Board shall place the teacher on leave

without pay for the remainder of the school year, unless state and/or federal law dictates otherwise.

8.5 Legal Leave

8.5.1 Teachers shall be granted leave with full pay for service on jury duty or for appearances in any legal proceeding with the school system or in any other proceeding, if the teacher is required by law to attend and which the teacher and the District or Board are co-plaintiffs, co-defendants or where the teacher has been called as a witness by the District.

8.5.2 The teacher's daily salary for all such leave days shall be reduced by the amount of compensation, excluding any expense allowance, received by the employee from the court or party to the action.

8.5.3 An employee who is excused from jury service during that day prior to 1:00 p.m. shall immediately return to school to complete his/her assignment for the remainder of the regular workday.

8.5.4 The Board will, upon the request of any teacher, furnish an affidavit to the court requesting exemption of the teacher from jury duty.

8.6 Military Leave

Military leave shall be allowed in accordance with federal and state laws relating to such leaves.

8.7 Unpaid Leave

8.7.1 The Board may grant an unpaid leave of absence up to one (1) school year in duration to a requesting employee. Such requests may include, but are not limited to, professional development leave.

8.7.2 Upon request, an unpaid leave shall be granted to a pregnant employee who chooses not to utilize sick leave or who has insufficient accumulated sick leave. This leave will be concurrent to any leave provided for in OFLA.

8.7.3 Granting of any unpaid leave shall guarantee the employee the right to return to the same or similar position within the District. Return to employment in the District shall be subject to the provisions of Article 10 (Reduction in Force) and proper certification where curricular changes have occurred. Upon return, the employee shall retain any unused sick leave, seniority and any other benefits.

ARTICLE 9.0 – PERSONAL AND ACADEMIC FREEDOM

9.1 Personal Life

The personal life of an employee is not a matter of appropriate concern or attention of the Board. However, to the extent that an employee's conduct affects or interferes with his or her responsibilities to and relationship with a student or the District, it may become a matter of concern or even discipline by the District.

9.2 Citizenship

Employees shall be entitled to full rights of citizenship and no religious or political activities of any employee or the lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such employee, providing said activities do not violate any local, state or federal law.

9.3 Academic

The Board and the Association subscribe to all federal and state law governing academic freedom and will take all steps necessary to support the law.

9.4 Criticism

Any questions or criticism by a teacher of a board member or administrator shall be made in confidence and not in the presence of students, patrons or public gatherings. This does not prohibit teachers and board members from sharing non confidential concerns with each other at board meetings.

ARTICLE 10.0 – REDUCTION IN FORCE

10.1 Reduction Notice

If the Board is contemplating the layoff of any employees, it will so notify the Association as soon as the need for such a reduction is evident to the District. Such notice will be in writing and will include the proposed time schedule.

10.2 Order of Layoff

The District shall follow ORS 342.934 when reductions in staff are necessary.

1. The procedure for reduction in teacher staff positions resulting from the District's lack of funds to continue in its educational program at its anticipated level or resulting from the District's elimination or adjustment of classes due to administrative decision shall be as follows. However, nothing in this section is intended to interfere with the right of a fair dismissal district to discharge, remove or fail to renew the contract of a probationary teacher pursuant to ORS 342.835.
2. The District shall make every reasonable effort to:
 - a. Transfer teachers of courses scheduled for discontinuation to other teaching positions for which they are licensed and qualified.

- b. Combine teaching positions in a manner which allows teachers to remain qualified so long as the combined positions meet the curriculum needs of the District and the competence specified in subsection (4).
- 3. In determining teachers to be retained when the District reduces staff the District shall:
 - a. Determine whether teachers to be retained hold proper licenses at the time of layoff to fill the remaining position.
 - b. Determine seniority of teachers to be retained calculated from the first day of actual service as teachers with District inclusive of approved leaves of absence. Ties shall be broken by drawing lots.
 - c. Determine competence of teachers, if necessary.
 - d. If the District desires to retain a teacher with less seniority than a teacher being released under this section, the District shall determine that the teacher being retained has more competence than the teacher with more seniority who is being released. Competence is defined as the ability to teach a subject based upon recent teaching experience related to that subject in the past ten (10) years, educational attainment within the last five (5) years, or both. Consistent with the definition of competence, however, so long as a teacher is already licensed in a given area, subject, or endorsement area at the time that a layoff is declared, the District may consider the willingness of the teacher to pursue additional training and educational preparation, at the cost of the employee, unless requested by the District.

10.3 Seniority List to Association

Upon request by the Association, the superintendent will provide the Association with a list showing the seniority of each employee contracted by the board.

10.4 Recall Procedures

10.4.1 Recall rights shall extend for up to twenty-seven (27) months from the time of layoff. In determining the order of recall, the District shall consider seniority, licensure, recalling in the reverse order of layoff if the teacher is certified for the vacancy. As an exception, the District may recall a less-senior teacher if the District can demonstrate that the less-senior teacher has more merit or competence than the more-senior teacher.

10.4.2 At the time of layoff, the District shall provide laid-off employees the opportunity to express in writing a desire to return to the District. At the time of layoff, the employee will provide the District with an address to which notices shall be sent. In the event of a recall, the District shall notify an employee of recall by Certified Return Receipt sent to the last address given by an employee to the District office. The employee will have sixteen (16) calendar days from the receipt of such notice to return. Failure of a teacher to respond within the time herein specified shall terminate his/her rights to recall.

10.4.3 No vacancy in the bargaining unit shall be filled until all laid-off employees have been offered a recall, provided they are certified for the vacancy.

ARTICLE 11.0 – TEACHER EVALUATION PROCEDURE

11.1 Purpose

The major purpose of teacher evaluation is the improvement of instruction through identifying the strengths and weaknesses of the teacher and recommending specific suggestions for improvement of performance.

11.2 The procedures used for teacher evaluation shall be in accordance with ORS 342.850(2)(b)(A) through (D). The District shall implement the evaluation process that includes:

1. The establishment of job descriptions and performance standards which include but are not limited to items included in the job description;
2. A pre-evaluation interview which includes but is not limited to the establishment of performance goals for the teacher based on the job description and performance standards;
3. An evaluation based on written criteria which include the performance goals;
4. A post-evaluation interview in which:
 - a. The results of the evaluation are discussed with the teacher; and
 - b. A written program of assistance for improvement is established, if one is needed to remedy any deficiency specified in ORS 342.865 (1)(a) inefficiency, (d) neglect of duty, including duties specified by written rule; (g) inadequate performance; or (h) failure to comply with such reasonable requirements as the board may prescribe to show normal improvement and evidence of professional training and growth.

11.3 The performance of each teacher shall be either formally or informally evaluated in writing. Probationary teachers shall be formally evaluated at least two times during the school year. Teachers may request additional evaluations. If artifacts are to be used in the process, employees shall have the right to select their own artifacts so long as they are in alignment with professional growth and student learning goals.

11.4 Two (2) copies of the final evaluation shall be submitted to the teacher at the time of the personal conference or within ten (10) days thereafter: one copy is to be signed to be placed in the teacher's personnel file and one copy to be retained by the teacher. Teachers may attach written objections to evaluations in writing to the copy to be placed in the personnel file with a copy to the superintendent. Should the District move to an electronic evaluation document storage system, each employee who is being formally evaluated shall still receive a physical, date-stamped copy of all information used in the completion of the final document. The District shall provide the same confidentiality of electronic evaluation files the it provides for personnel files.

11.5 Observations of a teacher's work performance shall be conducted openly.

- 11.6** Within 4-5 working days of an observation/evaluation the observer/evaluator shall give the teacher a copy of the observation summary form. After receipt of the form the teacher may request written suggestions for improvement.
- 11.7** If the District determines that a written Program of Assistance is necessary, the employee shall be notified in writing with a copy to the Association president. The employee has the right to Association representation from the point of notification of intent to be placed on a program of assistance.
1. A program of assistance shall be implemented prior to any decision by the District to terminate employment where classroom performance standards have allegedly not been met. Plans will be written with a minimum duration of ninety (90) days, sixty (60) of which must be done prior to March 15. Should the employee not be placed on a program of assistance sixty (60) days prior to non-renewal, the teacher will be renewed, but may be placed on a program of assistance.
 2. It is understood a Program of Assistance is initially for the improvement of instruction and is limited to District/TSPC standards for classroom performance. The deficiencies and corrections shall be written as specifically as possible.
 3. A Program of Assistance is not to be used to discipline teachers and any disciplinary action will follow the standards of due process and progressive discipline.
 4. Nothing in this Article shall relieve a teacher from his/her responsibility to maintain satisfactory performance levels in all areas related to the effective fulfillment of teaching responsibilities, whether or not previously identified as an area of weakness.
 5. The Program of Assistance will be developed by the evaluator with input from the employee and, at the employee's request, the Association.
 6. All follow-up meetings with employees on Programs of Assistance shall be held at the end of the student contact day unless the employee has the last period as his/her preparation time in which case it may be held during the preparation time.
 7. The use of peer assistance during Programs of Assistance is voluntary. No verbal or written records resulting from peer assistance will be used in any portion of the evaluation or Program of Assistance process.

ARTICLE 12.0 – VACANCIES AND TRANSFERS

12.1 Definition of Terms

- 12.1.1** A “vacancy” is a position in the bargaining unit that has become permanently vacated or one which has been newly created and which the employer intends to fill.
- 12.1.2** A “temporary vacancy” is a position designated as temporary or experimental, or a vacancy that occurs after the opening of school because of unanticipated enrollment or because of the death, disability, retirement, resignation, or dismissal of a permanent or probationary teacher.

- 12.1.3 A “voluntary transfer” request is one initiated by the teacher for a change in assignment to another bargaining unit curricular assignment in the same or in a different building.
- 12.1.4 An “involuntary transfer” is an administratively initiated change in assignment to another bargaining unit curricular assignment in the same or in a different building.

12.2 Posting of Vacancy Lists

- 12.2.1 The District shall post in all school buildings a list of the known vacancies, including job descriptions, which will occur during the following school year.
- 12.2.2 Under normal conditions, no such vacancy shall be filled unless it has been posted for at least seven (7) calendar days.
- 12.2.3 Administrative or supervisory position vacancies shall be posted in the same manner as vacancies in the teacher bargaining unit.

12.3 Voluntary Transfers

- 12.3.1 Teachers who wish to apply for transfer to a posted vacancy shall make a written request to the superintendent not later than the seventh (7th) calendar day following the posting of such vacancy.
- 12.3.2 Where other factors are equal, first consideration in assignment or transfer will be given to the incumbent applicant with the greatest number of years of service in the District. All candidates will be notified in writing when positions are filled.

12.4 Involuntary Transfers

- 12.4.1 When a teacher is involuntarily transferred, he/she will have the opportunity to make known to the appropriate administrator his/her wishes regarding a new assignment.
- 12.4.2 Notice of an involuntary transfer will be given to the teacher as soon as possible.
- 12.4.3 When an involuntary transfer or reassignment is necessary because of enrollment decline, and when two candidates are equally qualified for the position to which one will be transferred, the teacher with the least seniority will be transferred.
- 12.4.4 An involuntary teacher transfer will be made only after a meeting between the teacher and the appropriate building administrator, at which time he/she will be given the reasons for the transfer.
- 12.4.5 When it becomes necessary for a teacher to transfer because of changes in enrolment or program, the District will give the transferred teacher first consideration over new hires in filling any vacancy for which the teacher is qualified and has expressed interest.
- 12.4.6 Transfer may not be used as a means of discipline.

ARTICLE 13.0 – MAINTENANCE OF CLASSROOM CONTROL AND DISCIPLINE

- 13.1 The Board retains the right to determine the duties and responsibilities of its employees as they pertain to student discipline. Instructions shall be reduced to writing and will be given to each teacher and reviewed at the start of the school year in-service.

13.2 Teachers may refer a student to the principal or other designated administrator for special assistance. Each teacher shall be responsible for maintaining proper control of his/her classroom/ teaching area.

13.3 Disruptive Students

When, in the judgment of the teacher, a student is, by his/her behavior, seriously disrupting the instructional program to the detriment of other students, the teacher may temporarily exclude the student from the classroom and refer him/her to the principal.

Such exclusion is subject to an IEP, Section 504 requirements or a behavior plan which may be in place for certain students. Legal requirements in state and/or federal law, and these documents, may prevent exclusion in certain cases.

Prior to return to the classroom in such cases, the principal or his/her representative shall arrange, under normal circumstances not later than the conclusion of the following school day, a conference among him/herself, the teacher and possibly an appropriate specialist to discuss the problem and decide upon appropriate steps for its resolution. When a teacher removes a student from the room, he/she shall remain in the responsibility of the teacher until the teacher informs the principal or his/her representative.

ARTICLE 14.0 – Working Conditions

14.1 The District and the Association will form a technology/curriculum development team. to meet annually to discuss the status of curriculum and technology. The goal will be to upgrade and integrate both and develop a training plan.

14.2 Curriculum Development: One In Service within the year will be moved to the start of school to use for curriculum development.

ARTICLE 15.0 – COMPLAINT PROCEDURE

15.1 The Board recognizes that the District employees seek to carry out their responsibilities in the best possible manner. However, there may be times when complaints are made against a District employee. A complaint is a written criticism made against an employee. It is the intent of the Agreement to provide a complaint procedure that will handle such complaints expeditiously and fairly.

15.2 If a complaint is made against a District employee to an administrator, Board member, or supervisor, such complaint shall be processed under the following circumstances:

1. If the administrator or supervisor intends to make a record in the evaluation report of a complaint received concerning an employee;
2. If the administrator or supervisor intends to record such complaint in the employee's personnel file, or take any disciplinary action against the employee.

15.3 In compliance with section 15.2 above, a conference between the administrator(s) or supervisor(s) shall be held with the employee, and representative if desired, within ten (10) working days after the complaint is made. The complainant shall be identified. The complaint shall be available to the employee, in writing, at the time of the conference. The administrator(s) or supervisor(s) shall attempt to resolve the matter to the satisfaction to all parties.

15.4 If the complainant remains dissatisfied, the complainant may appeal to the Board.

15.5 The teacher shall have the right to representation at all levels.

ARTICLE 16.0 – EARLY RETIREMENT

16.1 Members of the bargaining unit shall have the right to enter into individual negotiations with the Board for the purpose of possible early retirement.

ARTICLE 17.0 – FUNDING

17.1 The Board may, if it experiences any unexpected major revenue change which in its discretion would affect the Board's ability to fund the economic provisions of this Agreement, present evidence of the revenue shortfall and request to reopen negotiations regarding only the economic provisions of this Agreement. The Board will make the sole decision whether conditions in this section have been met, and whether the Agreement will be reopened.

17.2 Economic provisions are salary (including step and column movements), extra duty pay, tuition reimbursement, insurance, and contract days worked.

17.3 If the Board requests to reopen this Agreement (as per item 1 above), it will notify the Association in writing and the parties agree to meet no later than ten (10) working days after notice has been given to the Association to determine such need to bargain exists. Such bargaining, if necessary, will be under ORS 243.712; however, the initial bargaining period shall be reduced to ninety (90) days.

17.4 This Agreement does not guarantee any level of employment.

ARTICLE 18.0 – SIGNATURES AND EXECUTION

The parties have indicated their acceptance of this Agreement by authorizing their representatives to formally sign this document.

FOR THE ASSOCIATION:

FOR THE BOARD:

MEA President

Board Chairperson

Date

Date

ATTESTED TO BY:

Superintendent

Date

Appendix A-1A

2019-2020

STEP	BA	BA+24	BA+45	BA+60/MA	BA+84/MA+24
1	33,088	34,075	35,097	36,150	37,233
2	34,075	35,097	36,150	37,233	38,349
3	35,097	36,150	37,233	38,349	39,498
4	36,150	37,233	38,349	39,498	40,683
5	37,233	38,349	39,498	40,683	41,902
6	38,349	39,498	40,683	41,902	43,158
7	39,498	40,683	41,902	43,158	44,453
8	40,683	41,902	43,158	44,453	45,784
9			44,453	45,784	47,157
10			45,784	47,157	48,570
11			47,157	48,570	50,028
12				50,028	51,525
13				51,525	53,070
14				53,070	54,661
15				54,661	56,300
16				56,300	57,787
17					
18					
19					
20					
20+				2.00%	2.00%

Appendix A-2A

2020-2021

STEP	BA	BA+24	BA+45	BA+60/MA	BA+84/MA+24
1	34,081	35,097	36,150	37,235	38,350
2	35,097	36,150	37,235	38,350	39,499
3	36,150	37,235	38,350	39,499	40,683
4	37,235	38,350	39,499	40,683	41,903
5	38,350	39,499	40,683	41,903	43,159
6	39,499	40,683	41,903	43,159	44,453
7	40,683	41,903	43,159	44,453	45,787
8	41,903	43,159	44,453	45,787	47,158
9			45,787	47,158	48,672
10			47,158	48,672	50,027
11			48,672	50,027	51,527
12				51,527	53,071
13				53,071	54,662
14				54,662	56,301
15				56,301	57,989
16				57,989	59,727
17					
18					
19					
20					
20+				2.00%	2.00%

Appendix A-3A

Long Term Extra Duty Schedule 2019-2021

Assignment	Compensation
HS Student Council Advisor (1)	1021
MS Student Council Advisor (1)	766
Honor Society Advisor (1)	511
Junior Class Advisor (1)	1,225 (or 2 at 613)
TAG Coordinator (1)	766 (or 2 at 383)
Yearbook Advisor (1)	1,098
Drama (1)	700
Sforza Faire (2)	511
Talent Show Coordinator (1)	715
Outdoor School Coordinator (1)	817
Outdoor School Teacher (2)	817
Electric Car Coordinator (1)	766
Network Administrator (1)	1,021
Avid Coordinator (1)	Additional Prep Period