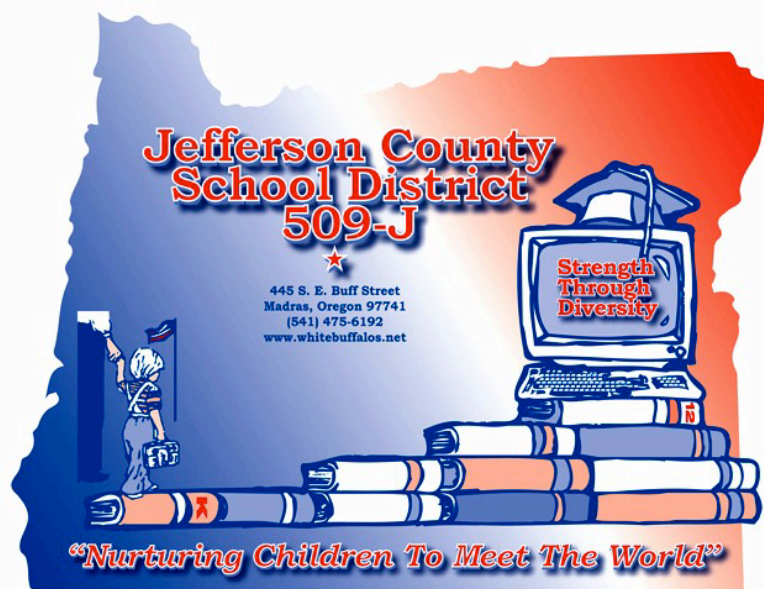


Jefferson County School District 509-J

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Madras Education Association Cascade Bargaining Council



Collective Bargaining Agreement

2009-2012

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PREAMBLE

- A. This Agreement is entered into between the Board of Education, on behalf of Jefferson County School District 509-J, herein referred to as the “Board” or “District,” and the Cascade Bargaining Council, affiliate of the Oregon Education Association and the National Education Association, herein referred to as the “Council.”

- B. The intent of this Agreement is to set forth and record herein the basic and full agreement between the parties on those matters pertaining to wages, hours, and conditions of employment for teaching personnel included in the bargaining unit as defined in Article I of this Agreement.

ARTICLE I
STATUS OF AGREEMENT

- A. The Board recognizes the Cascade Bargaining Council as the sole and exclusive bargaining agent for all licensed teaching personnel employed, or to be employed, by the District in positions for which a teaching certificate is required by state law or regulation. Such representation excludes the superintendent, the central office administrative staff, principals, vice-principals, and administrative assistants. This Article does not contain a recognition of the Council with respect to substitute teachers but does not preclude such recognition in the future.
- B. The Board recognizes the Madras Education Association as a member of the Cascade Bargaining Council.
- C. This Agreement shall modify, replace, or add to any policies, rules, regulations, procedures, or practices of the District which shall be contrary to or inconsistent with its terms. The provisions of this Agreement shall be incorporated into and become part of the practices and procedures of the District.
- D. There shall be two (2) signed copies of the final Agreement for the purposes of records. One shall be retained by the District, and one by the Council.
- E. The parties mutually agree that the terms and conditions set forth in this Agreement represent the full and complete understanding and commitments between the parties hereto, which may be altered, changed, added to, deleted from, or modified only through the voluntary and mutual consent of both parties in a written amendment.
- F. Temporary teachers are covered by all terms and conditions of this Agreement and are considered members of the bargaining unit when it is known that the assignment shall exceed forty-five (45) consecutive work days, when appropriately certified, and when a teaching contract is signed. However, insurance coverage and placement on the salary schedule shall only apply when the agreement for employment exceeds sixty (60) days. Employees not wishing to be covered by the district insurance plan may decline the benefit package.
- G. Part-time employees (*those working less than twenty (20) hours per week*) are covered by all terms and conditions herein, with the exception of insurance coverage. The District will only pay a prorated portion for part time employment, giving the employee the option of paying the difference if allowed by the insurance carrier.

ARTICLE II
NEGOTIATION OF A SUCCESSOR AGREEMENT

- A. The effective date of this Agreement shall be July 1, 2009 through June 30, 2012.
- B. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing, duly executed by both parties. Opening of this Agreement for one article does not open the remainder of the Agreement.
- C. The Board agrees to enter into collective bargaining with the authorized teacher representative organization for a successor agreement no later than February 7, 2009. Any Agreement so negotiated shall be reduced to writing and ratified by the parties.

ARTICLE III
COUNCIL RIGHTS AND PRIVILEGES

A. **INFORMATION**

The District agrees to make available to the Cascade Bargaining Council and the Madras Education Association, in response to reasonable requests, public information in conformity with Oregon Revised Statutes.

B. **USE OF SCHOOL BUILDINGS**

School buildings may be used at no cost for Madras Education Association meetings at reasonable times during the non-duty hours, provided that such meetings shall not interfere with the normal school operations or special meetings and classes, and providing that prior approval is received from the principal and that the building custodian is on duty.

C. **USE OF SCHOOL EQUIPMENT**

The Madras Education Association may have the right to conduct MEA business and to use school equipment at reasonable times and when not in use; the MEA shall replenish or pay for all supplies and materials incidental to such use.

D. **BULLETIN BOARDS AND MAIL FACILITIES**

Bulletin boards and interschool mail facilities may be used for distribution and posting of Cascade Bargaining Council and/or Madras Education Association communications so long as such communications are labeled as such and are not defaming to any individual and/or group. One bulletin board for such use will be provided in each school facility occupied by members of Madras Education Association.

E. **TIME FOR ASSOCIATION ACTIVITIES**

All internal Cascade Bargaining Council and/or Madras Education Association activities and those activities between the CBC/MEA and administrative representatives shall occur outside regular school hours. Exceptions will be made by mutual agreement.

F. **ORIENTATION PROGRAMS**

All in-service programs for new teachers are the responsibility of the District. The Madras Education Association may request reasonable time to explain the goals and objectives of the MEA to new

teachers during the in-service period. This MEA orientation is a non-compulsory meeting for new teachers. The District will consult with MEA to establish a mutually agreed upon time.

G. **RIGHT TO SPEAK AT MEETINGS**

A Madras Education Association representative may speak to the employees during any regularly scheduled faculty meeting for up to five (5) minutes with a prior request by the representative. The meeting agenda shall be posted or given to the employees at least one (1) day prior to said meeting. Emergency meetings will be at the discretion of the District without prior agenda.

H. **SCHOOL BOARD MEETINGS**

The Cascade Bargaining Council and/or Madras Education Association have the right to address the Board at any regularly scheduled Board of Directors meeting.

I. **MADRAS EDUCATION ASSOCIATION LEAVE**

An unpaid leave of absence of up to two (2) years minimum shall be granted to any teacher, upon application, for the purpose of serving as an officer of the Oregon Education Association or on its staff. Upon return from such leave, such teachers shall be placed at the same position on the salary schedule as they would have been had they taught in the system during such period. OEA officers (not on unpaid leave from the District) shall, on request, be granted leave. The MEA shall reimburse the District for the cost of the substitute.

J. **MADRAS EDUCATION ASSOCIATION RELEASE TIME**

The Madras Education Association President will have the equivalent of one and one-half (1-1/2) hours daily to conduct MEA business. This time will be determined mutually by the president of the MEA and the District superintendent. The release time must be taken in increments of 1/2 day or full day. The MEA will reimburse the District for any substitute costs incurred by the District in any mutually agreed release time for the MEA President.

K. **MADRAS EDUCATION ASSOCIATION BUSINESS LEAVE**

The Board shall grant ten (10) days per year total leave for MEA business, provided substitutes are available. Four (4) days prior notice will be required. The person taking the leave must obtain the superintendent's prior approval. The MEA will reimburse the District for the cost of the substitutes.

L. **RIGHT TO ORGANIZE**

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

M **FAIR SHARE**

The District and the Council agree to a fair share agreement, and in accordance with such, it is agreed that each employee who is a member of the bargaining unit herein defined, but is not a member of the Council, shall pay an in-lieu-of-dues amount to the Council. This amount shall be equivalent to the full, regular dues (*including Local, OEA, and NEA*) paid by the Council members. The District agrees

to deduct an amount equal to the monthly dues paid by members of the Council beginning with the paycheck issued in October and continuing for a total of ten (10) consecutive months. Employees hired after the beginning of school shall have such deductions prorated according to the portion of the year employed.

ARTICLE IV
DISTRICT RIGHTS

- A. It is recognized that the Board has and will continue to retain the rights and responsibilities to operate and manage the school system and its programs, facilities, properties, and activities of its employees.

- B. Without limiting the generality of the foregoing (paragraph A), it is expressly recognized that the Board's operational and managerial responsibilities include:
 - 1. The right to determine location of the schools and other facilities of the school system, including the right to establish new facilities and to relocate or close old facilities.
 - 2. The determination of the financial policies of the District, including the general accounting procedures, inventory of supplies and equipment procedures, and public relations.
 - 3. The determination of the management, supervisory, or administrative organization of each school or facility in the system and the selection of employees for promotion to supervisory, managerial, or administrative positions.
 - 4. The maintenance of control in the use of the school system's property and facilities.
 - 5. The determination of safety, health, and property protection measures where legal responsibility of the Board or other governmental unit is involved.
 - 6. The right to enforce the rules and regulations not in effect and to establish new rules and regulations from time to time, not in conflict with this Agreement.
 - 7. The direction and arrangement of all the working forces in the system, including the right to hire, suspend, discharge, establish leaves of absence, discipline, or transfer employees, including substitute teachers.
 - 8. The right to relieve employees from duty for poor or unacceptable work or for other legitimate reasons.
 - 9. The creation, combination, modification, or elimination of each teaching position deemed advisable by the Board.
 - 10. The determination of the size of the working force, the allocation and assignment of work to employees, the determination of policies affecting the selection of employees, and the establishment of quality standards and judgement of employee performance.

11. The determination of the layout and the equipment to be used, and the right to plan, direct, and control school activities. The determination of the processes, techniques, methods, and means of teaching, and the subjects to be taught.
12. The right to establish and revise the school calendar, establish hours of employment, to schedule classes and assign workloads, and to select textbooks, teaching aids and materials.
13. The right to make assignments for all programs of an extra-curricular nature.
14. The right to establish specific class size and daily class schedules shall be a management function.

Nothing in this Agreement shall limit in any way the District's contracting or sub-contracting of work or shall require the District to continue in existence any of its present programs in its present form and/or location or on any other basis.

- C. The foregoing enumerations of the functions of the Board shall not be considered to exclude other functions of the Board not specifically set forth; the Board retaining all functions and rights except those items specifically covered by this Agreement.
- D. The language of specific articles within this Agreement will prevail in the event they conflict with any of these enumerated District rights.

ARTICLE V **SAVINGS CLAUSE**

If any article, section, or clause of this Agreement is declared by proper legislative, administrative, or judicial authority to be unlawful, unenforceable, or not in accordance with Oregon Law, all other articles, sections, and clauses of this Agreement shall remain in full force and effect for the duration of this Agreement. The parties agree to meet immediately to negotiate a replacement Agreement.

ARTICLE VI **MISCELLANEOUS PROVISIONS**

CONFORMANCE WITH LAW

Nothing contained within this Agreement 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 rules.

SUBCONTRACTING

No bargaining unit position may be subcontracted by the District during the term of this Agreement without prior discussion with the Association.

ARTICLE VII
PERSONAL/ACADEMIC FREEDOM

The personal life of a teacher is not an appropriate concern of the District, except where it affects the teacher's fitness for or performance of his/her contractual duties.

ARTICLE VIII
NON-DISCRIMINATION

The Council and the District agree that they will not discriminate against any employee covered by this Agreement because of age, race, religion, sex, marital status, education, national origin, being disabled, membership or non-membership in the Association. 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.

ARTICLE IX
TEACHER-ADMINISTRATION LIAISON

The Council shall maintain the right to select a liaison committee for each school building, which may request and will be granted a meeting with the building principal at least once a month for the duration of the school year to review and discuss local school problems and practices; and be involved in the revision or development of building policies. Said committee shall consist of not more than one (1) member for every seven (7) teachers in the school building, with a minimum of two (2) members from each building, unless otherwise mutually agreed upon by the building administrator and his/her faculty.

ARTICLE X
GRIEVANCE PROCEDURE

A. DEFINITIONS

1. **Grievance**: A “*grievance*” is a claim by a teacher or by the Council based upon application or violation of this Agreement.
2. **Aggrieved Person**: An “*aggrieved person*” is the person or persons or the Council making the claim.
3. **Party in Interest**: A “*party in interest*” is the person or persons making the claim and any person who might be required to take action, or against whom action might be taken in order to resolve the claim.

B. PURPOSE

The purpose of this procedure is to secure at the lowest possible level, equitable solutions to the problems that may affect teachers. Both parties agree that these proceedings will be kept informal and confidential as may be appropriate at any level of the procedure.

C. PROCEDURE

1. **Time Limits**: Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum, and every effort should be made to expedite the process. The time limits specified may, however, be extended or reduced by mutual agreement.
2. **Level One - Informal Level**: The aggrieved will first discuss the grievance with the principal or immediate supervisor, with the objective of resolving the matter informally.
3. **Level One - Formal Level**: If the aggrieved person is not satisfied with the informal disposition, or if no disposition is rendered, the aggrieved person or the Council representative

will file the grievance in writing with the principal or immediate supervisor. The grievance shall state the specific article being grieved and a narrative of the alleged violation and proposed remedy. The grievance must be filed within twenty-five (25) school days of the act or alleged grievance.

The principal or immediate supervisor shall respond with a written decision within fifteen (15) school days.

4. **Level Two – Superintendent/or designee:** If the aggrieved person is not satisfied with the disposition of the grievance at level one, or if no decision has been rendered within fifteen (15) school days after the presentation of the written grievance, he/she may file the grievance in writing with the superintendent or designee within five (5) school days after the decision at level one. Within ten (10) school days after receiving the written grievance, the superintendent or designee shall hold a hearing on the grievance. Within five (5) school days of the hearing, the Superintendent or designee shall respond with a written decision.
5. **Level Three - Board:** In the event the aggrieved person is not satisfied with the disposition of the grievance at level two, or in the event no decision has been rendered within ten (10) school days after the aggrieved has first met with the superintendent, he/she may file the grievance in writing with the superintendent, who shall place it on the Board agenda. The Board shall meet and discuss with the aggrieved person, and/or with the representative (if requested by the aggrieved person) at its next regular meeting or sooner for the purpose of resolving the grievance. Within five (5) school days of the hearing, the Board will issue a written decision to the aggrieved person. The decisions of the Board will be final regarding issues of policy. Disagreements concerning the interpretation of ORS or matters of law will be submitted to the Attorney General for opinion.
6. **Arbitration:** Disputes or disagreements involving application or violation of specific provisions of this Agreement may be submitted to binding arbitration under the following conditions.
 - Step A:** All steps provided for in the grievance procedure must first be exhausted by both parties.
 - Step B:** The issue must involve the application or violation of a specific provision of this Agreement.
 - Step C:** The Council will notify the superintendent of its intent to proceed to arbitration within ten (10) school days after receiving the Board's decision in writing.
 - Step D:** When timely notification 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) school days of the appeal, jointly request the Employment Relations Board to submit a list of five (5) arbitrators who maintain an office in Oregon or Washington. 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 a fifth and remaining name shall act as the arbitrator. The parties shall then be bound by the American Arbitration Association rules.

Step E: The arbitrator so elected shall confer with the representatives of the Board and the Council and hold hearings promptly and shall issue a decision not later than thirty (30) days from the date of the close of the hearings. The arbitrator's decision shall be in writing and shall set forth his/her findings of facts, reasoning, and conclusions on the issues submitted. The arbitrator shall not add to, subtract from, modify, or amend any terms of this Agreement. The arbitrator shall have no power to substitute his/her discretion for that of the Board in any manner not specifically contracted away by the Board. The decision of the arbitrator within the scope of his/her authority shall be binding on the parties.

Step F: The Board and Council will share equally any joint costs of the arbitration procedures, such as the fee and expense of the arbitrator and cost of the hearing room.

D RIGHTS OF TEACHERS OF REPRESENTATION

1. **Teacher and Council:** Aggrieved persons may be represented at all stages of the grievance procedure by themselves or at their option, by a representative.
2. **Reprisals:** No reprisals of any kind shall be taken by the Board or by any member of the Administration against any party in interest, any representative, any member of the Council, or any other participant in the grievance procedure by reason of such participation.

E. MISCELLANEOUS

1. **Group Grievance:** If, in the judgement of the Council, a grievance affects a group or class of teachers, the Council may submit such grievance in writing to the superintendent or designee directly and the processing of such grievance shall be commenced at level two. Such grievance must be filed within twenty-five (25) school days of the act or alleged grievance.
2. **Written Decisions:** All decisions rendered at the formal levels one, two, and three shall be in writing. These documents shall state the decision and the reasons for the decision, and shall be transmitted promptly to all parties in interest and to the Council.
3. **Separate Grievance File:** All documents, communications, and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.
4. **Meetings and Hearings:** 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, heretofore referred to in this Article.

LEVELS OF THE GRIEVANCE PROCEDURE

Level One - Informal

Aggrieved----- **IMMEDIATE SUPERVISOR**

Level One - Formal

Aggrieved----- **IMMEDIATE SUPERVISOR**

- Within 25 days of act or alleged grievance.
- Response within 15 school days.

Level Two – Superintendent/or Designee

Aggrieved----- **SUPERINTENDENT/DESIGNEE**

- Appeal within 5 school days.
- Hearing within 10 school days.
- Decision within 5 school days.

Level Three - Board

Aggrieved----- **BOARD**

- Appeal within 10 school days after Superintendent's hearing.
- Hearing at next regular meeting.
- Decision within 5 school days.

Binding Arbitration

- Appeal within 10 school days.
- Joint request within 10 school days.
- Decision within 30 days after hearing.

It is the intent of the District through policy to maintain the existing conditions of employment not specifically addressed in this Agreement. This Agreement shall not be interpreted or applied to deprive teachers of conditions of employment heretofore enjoyed unless expressly stated within this Agreement and shall exclude all but mandatory topics of bargaining as currently defined by the Employment Relations Board.

ARTICLE XII WORK YEAR

- A. The school work year for employees (*members of the bargaining unit*) shall be within the confines of the school calendar and shall be 190 contract days, including holidays (i.e., Labor Day, Veteran's Day, Thanksgiving, Christmas, New Year's, President's Day in February, Martin Luther King Jr. Day, and Memorial Day) and not to exceed 176 teaching days; the remainder of the 190 days to be in-service and/or workdays.

- B. The MEA and the District agree that adequate time for preparation of grades is important to the educational process. To that end, each teacher will have one (1) day for report card preparation at the end of each grading period. (*i.e., trimester = 3 grading periods per school year, quarters and semesters = 4 grading periods/school years.*) An exception to this general provision allows the District to use up to 12 hours of this time per year as needed for purposes other than report card preparation. The 12 hours may be used in no more than 3 hour increments each day and such use must occur as the last 3 hours of the regular work day. This provision is not intended to disallow a voluntary, mutual agreement between individual teachers and their Supervisor to use all or part of any of these days for purposes other than report card preparation.

- C. There shall be a 12:15 p.m. dismissal prior to Thanksgiving Day and prior to Christmas holiday when dismissal for Christmas holiday is on or later than December 23.

- D. Principals shall conduct an election during a September teachers meeting to elect a representative from each building in order to form a district calendar committee. The purpose of this committee is to propose a calendar for adoption by the Board.

ARTICLE XIII TEACHING CONDITIONS

- A. **EMERGENCY CLOSURE**

Teacher attendance shall not be required whenever student attendance is not required due to emergency closure. The District reserves the right to reschedule time. Rescheduled days will be normal school days for the entire district, but teachers will not receive additional compensation.

B. REIMBURSEMENT FOR TRAVEL EXPENSE

Teachers will be reimbursed at the prevailing IRS rate for authorized use of private automobiles.

C. USE OF DISTRICT VEHICLES

Teachers may be allowed to use District vehicles for school related purposes, when available, and with prior administrative approval.

D. WORK LOAD

If a teacher believes an unfair work load exists, the teacher shall have the right to an informal discussion with the immediate supervisor. If the solution of the supervisor is not acceptable, the teacher shall put the concern in writing to the superintendent. The superintendent shall meet with the concerned party. The superintendent shall have the authority to make a final decision. The superintendent's decision is not grievable.

**ARTICLE XIV
HOURS OF WORK**

- A. The normal teaching day shall be eight (8) continuous hours including a one-half (1/2) hour duty-free lunch period and one-half (1/2) hour early release on Friday. Upon the approval of the immediate supervisor, arrangements may be made for work hours different than those normally assigned.
- B. Regular faculty meetings may extend the normal workday by one-half (1/2) hour per week. A written agenda will be distributed 24 hours prior to the meeting. Emergency meetings are excluded from this provision.
- C. Grade level and/or department meetings may extend the normal workday one (1) hour, with one meeting per month limit for each teacher. A written agenda will be distributed 24 hours prior to the meeting.
- D. The Council and the District recognize that two open houses and two parent conferences per year shall constitute exceptions to the normal workday. These two exceptions to the normal workday shall not exceed two (2) hours in each case.
- E. The Council and District agree that the District may elect to initiate a common dismissal time for all elementary grade levels.
- F. Each building may utilize site-based decision making to accommodate parent work schedules during conference times.

**ARTICLE XV
PREPARATION TIME**

- A. Classroom teachers shall have, in addition to their lunch period, daily preparation time during which they shall not regularly be assigned to any other duties. This time shall be:

1. Elementary Teachers: 50 minutes (*at least twenty-five (25) continuous minutes during the student contact day*). Interruptions shall be kept to a minimum.
2. Secondary Teachers: 50 minutes

The 50 minute preparation time need not be continuous; however, a 30 minute continuous preparation period shall be provided for all classroom teachers.

- B. **Number of Preparations:** Secondary teachers shall not have more than a total of three (3) teaching preparations per day unless mutually agreed between the teacher concerned and the administration.
- C. Each teacher, kindergarten through grade six, shall be entitled to at least a ten (10) minute break in the morning and at least a ten (10) minute break in the afternoon, unless the student day ends by 2:30 p.m., in which case they shall receive only a ten (10) minute break in the morning.

ARTICLE XVI

VACANCIES AND TRANSFERS

The Board recognizes that it is desirable in making assignments to consider the interest and aspirations of its teachers. All teachers shall be notified in writing of their probable teaching assignment for the next school year by June 15.

A. VOLUNTARY TRANSFER

1. Any teacher desiring a transfer to another grade, subject, and/or activity assignment shall make the request in writing on or before March 1 in order for it to be considered for the following school year. Applications for transfer must be renewed annually in order to remain valid.
2. In acting on requests for voluntary reassignment and/or transfer, the following criteria will be applied:
 - a. Individual qualifications.
 - b. Instructional requirements.
 - c. Staff availability and experience mix.
 - d. Where the foregoing factors are substantially equal, the preference in assignment or transfer shall be given to the applicant with the greatest number of years of service in the District.
3. If a teacher's request for a voluntary transfer has been denied, he/she will, upon request, receive a written explanation of the reasons from the superintendent or his/her designee.

B. ADMINISTRATIVE TRANSFER

Administrative transfers shall not be for disciplinary reasons. District and program needs are the primary criteria used for determining teacher assignments. When a teacher is administratively transferred, the teacher will have the opportunity to make known to the appropriate administrators his/her wishes regarding the new assignment. All administrative transfers will be in writing and given

to the teacher at the earliest possible time. In order to compensate for moving their primary location (classroom and/or office), teachers shall be provided one (1) day of pay at the teacher's per diem rate when an administrative transfer occurs.

C. **VACANCIES**

The Board recognizes that any vacancy might be of interest to its professional employees. Vacancies will be posted on the district web-site.

ARTICLE XVII
REDUCTION IN STAFF AND RECALL

In the event the Board in its discretion determines that it is necessary to lay off employees, due to funding or administrative decision, the following procedures shall be observed:

- A. The District shall first observe the requirements of ORS 342.934, which currently includes but is not limited to, the District making "every reasonable effort to (a) Transfer teachers of courses scheduled for discontinuation to other teaching positions for which they are licensed and qualified" and any other applicable state and federal requirements. All provisions of this Article shall apply only if such provisions are harmonious with such state and/or federal requirements.

The District recognizes the need for collaboration with the Association to promote a positive understanding of the reduction process. The Association also understands that these are difficult decisions that fall under the responsibility of the District.

In order to present the Council an opportunity to provide their input, the District shall schedule a meeting with the Council prior to finalizing any decision to lay off employees.

In the event the board determines a reduction in staff is necessary, the District will provide the MEA President and CBC UniServe Consultant with a layoff list prior to notification of employees. The time period from notice of a specific layoff to the actual reduction in staff shall be at least thirty (30) calendar days.

- B. In determining teachers to be retained when the District reduces staff, the District shall consider:

- License and Endorsements
- Seniority
and may consider
- Competence
- Merit

"Seniority" is defined as the length of time a teacher has been employed by the District beginning on the actual date the teacher first reported to work in their licensed agreement inclusive of approved leaves of absence. Ties shall be broken by drawing lots.

“Competence” means the ability to teach a subject or grade level based on recent teaching experience related to that subject or grade level within the last five years, and/or educational attainments but not based solely on being licensed to teach.

“Merit” means the measurement of one teacher’s ability and effectiveness against the ability and effectiveness of another teacher. Merit shall be determined by examining the materials in the teacher’s official personnel file as kept in the central office. (Examples include but are not limited to: Licensure, Endorsements, Evaluations, Disciplinary Letters, Education, Programs of Improvement, Other Teaching Experience, etc. See article XXI Personnel Files for more information.)

C. Recall Process

Teachers who have been laid off will be recalled in reverse order of layoff provided that the teacher is qualified to fill available position(s) based on licensure, or if the District chooses, competence or merit. When recall occurs, the District will notify teachers of available positions by certified letter sent return receipt requested, to the last address given to the District by the teacher. Laid off teachers shall have fourteen (14) calendar days after receiving such notification in which to indicate their acceptance or rejection of the position, and an additional twenty (20) days there from in which to commence active employment. If the teacher has accepted work elsewhere, or is unable to report to work due to illness or injury, he/she will be allowed sixty (60) days from the date of acceptance before being required to report to work. No out-of-district teachers will be hired until the recall list and recall procedure have been exhausted.

A teacher who cannot be reached at his/her last known address forfeits all recall rights.

Employees returning from layoff shall have all previously accrued sick leave and seniority reinstated.

Employees who worked one-half (1/2) or more of the school year in which the layoff occurs shall be advanced to the next step on the salary schedule. Employees who worked less than one-half (1/2) of the school year shall be placed on the same step they were on when the layoff occurred.

D. ADMINISTRATORS

An administrator who chooses to return to teaching in reduction in staff situations shall be accorded his/her rights under ORS 342.934(5). If the administrator had been previously employed as a teacher in the District, he/she shall be eligible for retention as any other member of the bargaining unit.

The provisions of the article shall be constructed so as not to conflict with the requirements of the Fair Dismissal law.

ARTICLE XVIII
JUST CAUSE

No member of the bargaining unit covered by this Agreement will be disciplined or terminated without due process.

For the purpose of this Article, discipline is defined to include formal written reprimand, suspension, demotion, reduction in basic compensation, or dismissal.

For the purpose of this Article, due process is defined as follows:

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

2. The employee will have the opportunity to respond to the above.
3. The employee will have an opportunity to discuss the matter with his/her supervisor.
4. Upon request, the employee shall be allowed to meet informally with the Board to discuss the reasons for such action(s).
 - a. Such disciplinary action shall be based on reasonable District policies, practices, and procedures.
 - b. The employee will have the opportunity to include a statement in his/her personnel file.

No contract teacher shall be disciplined, terminated, or suspended without pay without just cause. Contract teachers who are terminated and desire to have the termination reviewed, must either elect arbitration under the terms of the Agreement or proceed through the Fair Dismissal Appeals Board, but not both. No probationary teacher shall be disciplined, or suspended without pay, without just cause. It is expressly understood that probationary teachers are excluded from all just cause provisions for non-renewal or termination. It is understood that a non-renewal cannot be overturned as a result of an arbitrator's decision on a just cause grievance.

ARTICLE XIX CRITICISM

Communications of criticism between employer officials and bargaining unit employees shall be made in private and in a manner designed to be constructive.

ARTICLE XX PROCEDURAL DUE PROCESS FOR PROBATIONARY TEACHERS

- A. Any probationary teacher being nonrenewed will be notified on or before March 15 of the school year.
- B. Reasons for dismissal or nonrenewal will be given to the teacher upon notification of dismissal or nonrenewal.
- C. Any probationary teacher being dismissed or nonrenewed will, upon request, be provided with a Board hearing with the right to representation, cross examination, and presentation of witnesses.

ARTICLE XXI
PERSONNEL FILES

- A. The official files on all teachers are confidential and shall be kept in the district office.
- B. Teachers shall have the right to examine their personnel files upon request, during normal business hours, and to obtain copies of any materials therein.
- C. Any materials of an unfavorable nature must be signed and dated by the teacher before being placed in the personnel file. Signing does not indicate agreement or disagreement. In the event of failure to sign, the material will be placed in the file with a statement that the teacher refused to sign it.
- D. A teacher may include a statement of rebuttal for any material contained in the file.
- E. A teacher shall have the right to request the removal of any materials that have been in the file for a minimum of four (4) years. Such request shall be granted. Excepted are materials required by law, which include all charges resulting in disciplinary action, and evaluation documents per ORS 342.850.

ARTICLE XXII
TEACHER EVALUATION

- A. The parties agree that the primary objective of evaluation is to improve the quality of learning opportunities for children.
- B. The District will annually review the District's Licensed Staff Evaluation Guide with staff, either individually or in a group setting.
- C. Prior to conducting observations, administrators will meet with teachers to discuss evaluation criteria and performance standards.
- D. Observations of the work performance of a teacher shall be conducted openly. The purpose for such observations is not only to observe the teacher in the classroom situation, but to evaluate and guide such teacher in a positive and helpful way. Teachers will meet to discuss the results of the classroom observations with their immediate supervisor. The supervisor will furnish the teacher a written report on the observation of classroom performance. Probationary teachers will be observed at least two (2) times each school year.
- E. The teacher shall sign the written evaluation acknowledging receipt of the teacher's copy. The teacher shall be provided with the opportunity to respond in writing to the evaluation.
- F. Teachers shall be given five (5) days notice of the intention to present a program of assistance for improvement. In such instance, teachers and administrators shall have the right to have a representative present when the program of assistance for improvement is presented, and at all subsequent formal meetings. The program, developed by the evaluators in consultation with the teacher shall include:
 - 1. The specific deficiencies and expectations.

2. The specific assistance to be offered by the District.
 3. The timeline for improvement.
 4. Regular conferences with written progress reports.
- G. Parent visitations are not to be construed as any part of the evaluation process.
- H. The above evaluation procedure in no way limits the teachers' rights or the District's responsibilities as stated in Oregon Law.

ARTICLE XXIII **EVALUATION OF STUDENTS**

It is recognized that the teacher has the right and responsibility to determine grades of students. No grade or evaluation shall be changed without the approval of the teacher unless such grade or evaluation is inconsistent with district and/or building policies. In the event the teacher has terminated employment, the supervisor may change a grade or evaluation upon receipt of validating evidence.

ARTICLE XXIV **MAINTENANCE OF CLASSROOM CONTROL**

- A. The Council recognizes that student discipline is a responsibility of every teacher. When, in the judgement of a teacher, a student is disruptive to the educational process, the teacher may temporarily exclude a student from the classroom and refer him/her to the principal for action.
- B. Any involved party may request and be granted a conference before readmittance. Persons who may attend the conference include: student, teacher, counselor, building administration, parent or legal guardian, or other individual with legitimate concerns.
- C. Teachers shall refer students to the building administration only in consonance with district and building policies and procedures for suspensions or permanent removal.

ARTICLE XXV **COMPLAINT PROCEDURE**

- A. **DEFINITION**

For the purpose of this article, a complaint is any complaint or concern regarding a teacher made to any member of the administration by any parent, student, or other person which does or may influence the evaluation or discipline of a teacher. If a complaint involves an allegation of child abuse or an investigation by law enforcement, the District is not required to follow the procedures outlined in this article.

B. PROCESS

Complaints shall be processed according to the procedure outlined below. The teacher shall have the right to representation at all meetings conducted under this article.

C. MEETING WITH PRINCIPAL OR IMMEDIATE SUPERIOR

The principal or immediate superior shall meet with the teacher to apprise the teacher of the full nature of the complaint, and they shall attempt to resolve the matter informally.

D. PROCEDURE

Step 1: In the event a complaint is unresolved, the teacher may request a conference with the complainant to attempt to resolve the complaint. If the complaint is unresolved as a result of such conference, or if no mutually acceptable conference can be agreed on, the complaint shall move to Step 2.

Step 2: Any complaint unresolved and unwritten under Step 1, shall be reduced to writing and, at the request of the teacher or the complainant, shall be reviewed by the building principal or counterpart supervisor in an attempt to resolve the matter to the satisfaction of all parties concerned.

Step 3: Any complaint unresolved at Step 2 may be submitted in writing by the complainant or the teacher to the appropriate district office administrator.

Step 4: Upon receipt of the written complaint, the administrator shall confer with all parties. The teacher shall have the right to be present at all meetings of the administrator or his/her designee and the complainant.

**ARTICLE XXVI
NO STRIKE**

A. The Association agrees that during the term of this Agreement, its membership will not participate in a strike, work stoppage, slowdown, or interruption of school services and operation, which is prohibited by ORS 243.726.

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

C. In the event the parties have a reopener during the term of this Agreement, the No Strike Article shall not apply during the reopening.

ARTICLE XXVII
LEAVES OF ABSENCE

A. PAID LEAVES

1. Personal Illness:

- 1.1 For absence due to personal illness, a total of one (1) day per month of work or a minimum of ten (10) days per year will be granted with full pay.
- 1.2 Current annual sick leave shall accrue to the teacher on July 1 of each year.
- 1.3 Current annual sick leave shall accumulate to unlimited days.
- 1.4 For an absence due to personal illness in excess of five (5) consecutive days or recurring illness, a written statement from the teacher's physician may be required. If the absence is extended over successive pay periods, these verifications of illness or disability must be submitted regularly each month, or worded in a way that the physician indicates the length of the illness.
- 1.5 Those individuals who, for religious reasons, do not employ a physician shall be expected to furnish proof as required by the administration.
- 1.6 Transfer of sick leave shall be in accordance with Oregon Revised Statute 332.507.
- 1.7 If an individual's sick leave has Withdrawn and the individual is ill or injured and under a medical doctor's care, then the teacher will be docked the substitute pay up to a maximum of twenty (20) days and after the extended twenty (20) days, the 1/190th of the individual's pay will be withheld. If other absences occur other than District approved, 1/190th of the individual's pay will be withheld.
- 1.8 The employee's sick leave balance shall be reported to each teacher by November 1 of each school year.
- 1.9 Accumulated sick leave at retirement shall be applied to PERS retirement benefits in accordance with Oregon Revised Statute 238.350.
- 1.10 Teachers shall be allowed to use sick leave for the illness of family members in accordance with the Oregon Family Leave Act and the Federal Family Medical Leave Act.

2. Family Illness:

- 2.1 Teachers shall be allowed to use up to three (3) days of sick leave per year to attend to an illness of an immediate family member. For the purpose of this section of the contract the term immediate family shall mean: spouse, children, parents, in-laws and domestic partners.

3. Bereavement:

- 3.1 Bereavement leave with full pay shall be allowed up to a maximum of five (5) days for each death in the immediate family during any school year.
- 3.2 "Immediate Family" shall be defined as follows:
 - a. All individuals covered as "family members" under OFLA/FMLA: spouse, child, parents of employee and employee's spouse, same-sex domestic partner, custodial parent, non-custodial parent, adoptive parent, foster parent, grand-parent or grandchild of the employee, parent-in-law, parent of same sex domestic partner or a person with whom the employee is or was in a relationship of "in loco parentis". Also included are the biological, adopted or foster child, child of employee's same sex partner or stepchild of an employee.
 - a. Any member of the employee's household.
 - b. Siblings of employee, siblings of employee's spouse, and in-laws.
- 3.3 One (1) day of bereavement leave will be granted for others not in the immediate family.
- 3.4 The superintendent or designee will have discretion to consider requests for individuals not covered above. Special consideration will be given to honor cultural traditions relating to funeral practices.

4. Jury Duty:

Leave for jury duty shall be granted as necessary; however, if a qualified substitute is not available, then the superintendent will request the court to release the teacher in question from jury duty.

- 4.1 The teachers are to notify the building principal when first called for jury duty and, in turn, the principal will notify the superintendent.
- 4.2 Teachers shall retain jury duty pay and the District will deduct an equal amount from the employee's regular salary. This shall not apply to mileage or meal reimbursement.

5. Court Leave:

- 5.1 One (1) day of non-accumulative court leave per year when subpoenaed in a court hearing and not to testify against the District.

6. Military:

Leave shall be granted for members of the Reserve forces for a period of time to a maximum of fifteen (15) days in any calendar year.

- 6.1 Military leave should not be requested unless every effort has been made to schedule the military duty outside regular school time.
- 6.2 Military leave requests should be made ten (10) days prior to desired date of leave.
- 6.3 Military leave returnees will be required to furnish proof of active duty.
- 6.4 Military leave shall in no way cause a penalty to the teacher's position or his/her place on the salary schedule.

7. Professional Improvement:

Leave shall be granted upon the recommendation of the superintendent for a maximum of five (5) days annually.

- 7.1 Professional improvement leave shall be used for visitation to other school districts and participation in professional programs and activities.
- 7.2 Professional improvement leave requests should be submitted ten (10) days prior to desired date of leave.
- 7.3 Professional improvement leave shall be granted according to the needs of the District and/or according to the teacher's assignment or certification.

8. Sabbatical:

- 8.1 Sabbatical leave may be granted for up to one (1) year for education purposes, with salary equal to one-half (1/2) the salary the employee would have been entitled to during his/her leave.
- 8.2 Sabbatical leave may be granted upon recommendation of the superintendent, to a teacher who has served at least seven (7) consecutive years in the District.
- 8.3 Sabbatical leave requests shall be submitted before April 1 of the school year preceding the desired date of leave. Teachers may submit applications one (1) year in advance.
- 8.4 Sabbatical leave may be granted to two percent (2%) [rounded to the nearest whole number] of the total professional staff during the school year. Applications shall be considered in the order received. Applicants without prior leave shall receive priority.
- 8.5 Sabbatical leave applicants shall enter into contract before the leave begins to return to teaching in the District for a period of three (3) consecutive years after the expiration of the leave. Failure to abide by this agreement will cause the teacher to repay the District a sum bearing the same ratio to the amount of salary received while on leave that the unfulfilled portion of the three (3) years provided. A teacher on sabbatical leave shall be released from repayment of his/her failure to serve three (3) years due to illness, disability, or death; or if he/she is discharged by the Board.

- 8.6 Sabbatical leave may not act in any way as a penalty on the teacher's position and placement of the salary schedule.
- 8.7 An increment shall be granted for one (1) year of sabbatical leave providing: 1) the teacher has successfully completed requirements for a graduate degree or has successfully completed enough additional quarter hours to make him/her eligible for a salary increase in accordance with the current salary schedule; 2) the teacher has used the leave for extensive travel; 3) the teacher may not combine two or more of the above methods to advance more than one (1) increment.
- 8.8 The teacher shall be allowed to participate in the teacher's fringe benefit program if allowed by the insurance carrier. The teacher shall bear the expense of one-half (1/2) the elected coverage.

9. **State In-service Day:**

- 9.1 State In-service Day must be utilized by either:
 - a. Working on classroom related needs.
 - b. Attending a local district in-service.
 - c. Attending a state-sponsored in-service of the teacher's choice.
 - d. Attending a regional-sponsored in-service of the teacher's choice.
- 9.2 All expenses associated with state in-service activity outside the district shall be borne by the teacher.
- 9.3 The District shall allow teachers to choose which state-sponsored in-service activity they may attend, but reimbursement for travel expenses shall be at the discretion of the superintendent, and the Council agrees to waive its right to bargain, grieve, or in other ways contest the decision of the superintendent.

10. **Personal and/or Emergency Leave:**

- 10.1 Two (2) days of personal and/or emergency leave will be granted without loss of pay, when the following conditions are met:
 - a. The request for leave is in writing, if possible, and submitted to the building principal unless in the case of an emergency.
 - b. The request states the days desired, and includes certification that the purpose of the leave is not to extend a vacation, but needs not state the reason for the leave.

- c. The superintendent verifies that qualified substitutes are available except in the case of an emergency.
- 10.2 Two (2) days of personal and/or emergency leave will be granted with the employee assuming the cost of the substitute when the following conditions are met:
- a. The request for leave is in writing, if possible, and submitted to the building principal unless in the case of an emergency.
 - b. The request states the days desired and includes certification that the purpose of the leave is not to extend a vacation, but needs not state the reason for the leave.
 - c. The superintendent verifies that qualified substitutes are available except in the case of an emergency.
 - d. The superintendent may extend this leave for family illness without pay.
- 10.3 If no personal leave days are used, the District will reimburse the teacher \$200 by July 15 for the prior school year. (Total of 4 days; 2 days personal leave and 2 days cost of substitute leave.)

B. UNPAID LEAVES

1. Educational:

Educational leave shall be granted upon the recommendation of the superintendent for a period of time to a maximum of one (1) year.

- 1.1 Educational leave shall be used for professional growth and improvement.
- 1.2 Educational leave requests should be made prior to April 1 of the calendar year of the desired leave.
- 1.3 Educational leave shall cause the teacher no penalty on the salary schedule or position. A one (1) year experience credit shall be given for the leave.
- 1.4 The teacher on approved leave shall be guaranteed a position upon return.

2. Professional Growth (*Political, Travel, or Other Training Experience*):

- 2.1 Professional growth leave requests should be made in writing before April 1 of the calendar year of the desired leave.
- 2.2. Professional growth leave shall be granted only where the teacher applicant has been performing duties satisfactorily and has been employed for three (3) consecutive years preceding the application.

2.3 Professional growth leave shall in no way be used to cause a penalty to the teacher's position or his/her placement on the salary schedule. A one (1) year experience credit shall be given for the leave.

2.4 Professional growth leave shall not accumulate sick leave for the year leave.

2.5 Any teacher on approved leave will be guaranteed a position upon return.

3. **Involuntary Military Service:**

3.1 When a teacher has been involuntarily called to active duty, military leave will be granted until the teacher's discharge. He/she may expect to be reinstated at the beginning of the next school year if he/she has requested employment four (4) months prior to the opening of school.

3.2 When the teacher has been involuntarily called to active duty, military leave shall accumulate experience steps on the salary schedule at the rate of one (1) year military service to one (1) year school experience.

4. **Extended Illness/Domestic Leave:**

4.1 When an extended illness occurs due to surgery, maternity, other health related issues, or domestic needs, an extended leave of up to one (1) year may be granted at the recommendation of the superintendent. No benefits or penalties shall accrue to the employee as a result of such approved leave. The employee has the option to pay insurance premiums if allowed by the carrier.

4.2 Teachers on approved leave shall be guaranteed a position upon return.

5. **Discretionary Leave:**

5.1 An employee may apply to the superintendent's discretion for unpaid day(s) of leave.

C. **GENERAL LIMITATIONS**

The combined total number of district personnel granted annual leave shall not exceed a total of four percent (4%).

D. **APPLICATION PROCESS**

All applications for leaves must be submitted in writing to the superintendent. Such applications shall be submitted on a district form, when applicable, and shall adhere to timeliness specified within the terms of this Article.

E. **APPROVAL PROCESS**

Approval for leaves shall be consistent with the individual specifications of this Article.

F. Any employee on a leave of absence has the option to pay insurance premiums, if allowed by the carrier.

ARTICLE XXVIII
TUITION FOR COLLEGE COURSES

Reimbursement in any fiscal year (July 1-June 30) for tuition for college courses taken by bargaining unit employees during their employment with the District shall be made by the District with the following specific provisions:

1. Tuition costs will be reimbursed using either the average rate for resident graduate units charged by the eight institutions that are part of the Oregon State System of Higher Education or, if applicable, the average rate for resident undergraduate units charged by the eight institutions. Reimbursement will be up to the applicable rate, that is, if the actual costs per unit are less than the applicable average rate, reimbursement will be at the actual costs paid.
2. The maximum annual individual reimbursement shall be for up to (12) quarter credit hours.
3. Total District reimbursements shall be capped at \$ 45,000 per year.
4. Requests for reimbursement, along with appropriate proof of completion with a grade of "A," "B," "C" or "Pass" and a receipt for the tuition, are received by the dates below they shall be paid by the corresponding date.

<i>Received by:</i>	<i>Paid by:</i>
<i>September 30,</i>	<i>October 15,</i>
<i>April 30,</i>	<i>May 15,</i>
<i>July 31,</i>	<i>August 15,</i>

Units completed and grades posted during the fiscal year and not properly submitted to the District by July 31, shall not be eligible for reimbursement.

5. In each of the payments referenced in #4 above, initial reimbursement shall be at 50% of the total amount payable up to the cap amount for the year as provided in #3 above. For the payment made in the final payment period (payments made on or before August 15) the payment will either reimburse at 100% of the request (if total requests are less than the cap amount) or all payments for the year will be adjusted to reflect the reimbursement percentage that exhausts the capped amount and pays each request at the same percentage rate less than 100%. Any tuition not fully reimbursed will not be carried forward.
6. For probationary teachers, in order for units to qualify for maximum reimbursement, the units must be preapproved in writing by the teacher's building Principal. Such preapproved units shall be reimbursed according to the provisions of paragraph #5 above. For units taken by a probationary teacher without written preapproval, total reimbursement shall be at the 50% level as indicated in paragraph #5 for initial reimbursements.

7. For probationary and contract teachers, units must bear a reasonable relationship to the teacher's teaching assignment, to the goals established for the teacher in the evaluation process and/or in the Continuing Professional Development Plan, or must be reasonably expected to improve the teacher's ability to serve the educational interests of the students of the District.
8. If a teacher receives reimbursement in any year, the teacher will be available to teach for the District in the next year or will repay the amount reimbursed in that year by having that amount automatically deducted from their final pay. In the event the teacher was not available to work the entire year following reimbursement but worked a portion of the year, the teacher will repay the amount reimbursed on a pro-rata basis by having that amount automatically deducted from their final pay.

For example, if a teacher only worked 152 of the 190 contract days and the teacher received \$1,000.00 in reimbursement the teacher would need to repay \$200.00. Leaves from work as provided in Article 27A Paid Leaves shall not preclude a teacher from receiving tuition reimbursement. If the teacher is not available to work the next year following reimbursement due to reasons beyond the teacher's control, the superintendent or designee may, upon request, waive repayment.

9. Temporary teachers are not eligible for tuition reimbursement.
10. Part-time teachers are eligible for tuition reimbursement.

ARTICLE XXIX

PAYROLL DEDUCTIONS

- A. District agrees to deduct from the salaries of its regular teachers, as requested by the teacher and within the mechanical limits of the District's accounting department:
 1. Premiums for approved insurance programs as covered by this Agreement.
 2. Payments to the teachers' credit union. Deposits to the credit union will be completed within three (3) days after the teachers' payday, whenever possible.
 3. Contributions to the United Fund.
 4. Tax sheltered annuities.
 5. Associations dues.
 6. Scholarship fund.

7. U.S. Savings Bonds.
 8. Other deductions provided for within the terms and conditions of this Agreement.
- B. The Association agrees to hold the District harmless against any and all claims, suits, order, or judgments brought against the District as a result of the provisions of this Article.
 - C. In the event of any error(s) incurred during the performance of the Agreement, the District agrees to correct the error(s) within a reasonable length of time.

ARTICLE XXX **SALARIES**

- A. Salary schedules are contained in the appendix and are made as part of this Agreement. At a time as requested by either party, the parties agree to reopen the contract for bargaining over salary and insurance cap for the 2010-2011 and the 2011-2012 years.

- B. **RETIREMENT CONTRIBUTION ASSUMED**

With respect to all professional compensation earned for services on or after September 1, 1980, and for the life of this Agreement, the District shall cease withholding from teachers' monthly salaries the employee contributions required by ORS 238.200, and shall "pick-up," assume, and pay the employee contributions to the Public Employees Retirement System (PERS) in accordance with ORS 238.205.

- C. **SPECIAL EDUCATION COMPENSATION**

In addition to their regular salary compensation, full-time special education teachers will be paid \$500 annually. Part-time special education teachers shall receive a prorated portion of the \$500.

- D. **NATIONAL BOARD TEACHER CERTIFICATION**

National board certified teachers will receive a one time recognition of \$1,000 and a \$500 yearly stipend, for the length of this contract. Part-time national board certified teachers shall receive a prorated portion of the \$500 on the December payroll.

ARTICLE XXXI **EXTENDED RESPONSIBILITY CONTRACTS**

- A. Extended responsibility contracts are for those responsibilities assigned to selected certified staff which extends the normal workday or the scope of responsibility. The positions eligible for the extended responsibility contracts and salaries are contained in the appendix of this Agreement and are made as part of this Agreement.

- B. **EXPERIENCE CREDIT**

The superintendent and/or designee shall have the flexibility to properly place any employee new to an extended responsibility position on the extra-duty schedule based on years of experience acquired in the same extra duty assignment in another district.

Internal credit experience when changing positions upward on the extended responsibility salary schedule will be made on a 3:2 ratio (3 years served = 2 years credit). When moving laterally or downward on the extended responsibility salary schedule placement will be on a 1:1 ratio.

- C. All individual extended responsibility contracts will be issued before the sport or activity begins.
- D. An employee may elect to receive his/her extended responsibility salary in a lump sum payment at the end of the duty/season.

ARTICLE XXXII
EXTENDED DAYS CONTRACTS

A. **DEFINITION**

Those days in excess of the normal 190-day teacher work year.

B. **PURPOSE**

To provide services required by district need. Extended days shall be determined by the administration.

C. **POSITIONS ELIGIBLE**

Agriculture	- 50 days
Counselors	- 10 days
Librarians	- 10 days
Typographer	- 30 days
Work Experience Coordination	- 20 days

D. **REIMBURSEMENT FORMULA AND CONTRACT**

Staff assigned for extended contracts shall receive a daily rate equal to 1/190th of the teacher's current salary for each additional day. Contracts for extended days shall be exclusive of the teaching contract.

ARTICLE XXXIII
MISCELLANEOUS CONTRACTED PAY

A. **DEFINITION**

Payment for voluntary services not defined as: 1) the normal workday; 2) extended days; or 3) extended responsibility as defined in the articles contained within this Agreement.

B. POSITIONS OR SERVICES ELIGIBLE

1. Curriculum development (*not covered within the normal workday of this Agreement*)
2. Tutoring
3. Teaching (*substituting during preparation period*)

C. REIMBURSEMENT FORMULA

1. **Curriculum Development:**
 - a. Summer - Pro rata pay for each teacher.
 - b. School year - Pro rata pay or released time for each teacher.
2. Tutoring - Pro rata pay
3. Teaching (*substituting during preparation period*) - Pro rata pay per preparation period.

**ARTICLE XXXIV
INSURANCE**

- A. The District will pay full-family premium costs for health and accident, dental, and vision insurance coverage for each certified employee who regularly works one-half (1/2) time or more except when a spouse or domestic partner are district employees, and one elects no coverage, the District shall only be expected to pay one insurance premium.
- B. The District will pay premium costs for individual life insurance coverage of \$30,000 for each certified employee who regularly works one-half (1/2) time or more.
- C. The District will pay premium costs for a basic individual long-term disability insurance program for each certified employee who regularly works one-half (1/2) time or more. The policy shall contain a ninety (90) day waiting period.
- D. For the purpose of funding the above premium costs, the District shall pay up to \$1026 for premium costs and teachers will pay the balance for fiscal year 2009-2010. At a time as requested by either party, the parties agree to reopen the contract for bargaining over salary and insurance cap for the 2010-2011 and the 2011-2012 years.
- E. The District will assume the rights and responsibilities to select insurance carriers.
- F. In the event the selection change of an insurance program might affect the coverage, the District will receive bids from any insurance carrier.

1. At least one health insurance plan chosen by the District must have an annual family aggregate deductible of \$300 maximum. A family may meet this annual deductible amount for all family members by incurring any combination of medical expenses which total \$300.
 2. Any health insurance program chosen by the District may include more than one plan and, when available, the employee may select their individual plan.
- G. Insurance benefits start the first day of the month following a new employee's reporting to work, except for new employees hired before September 1, whose insurance will begin October 1.

ARTICLE XXXV
EXPERIMENTAL PROGRAMS

- A. Experimental programs shall be encouraged but shall be subject to the guidelines as outlined in this Article.
- B. An experimental program shall begin when the following have been satisfied:
1. The program has predictable potential to meet the needs of students.
 2. Discussion of the program by staff or department directly involved shall be preceded by distribution of pertinent information about the program. Authorities in the area of experimentation shall be consulted.
 3. The program shall be adopted in a secret ballot election by at least seventy-five percent (75%) of the involved staff, and the election results will be published.
 4. The program shall be submitted to the Board for approval.
 5. The program as approved by the Board shall be fully funded to cover costs of materials, staff training, and special facilities.
- C. Programs that have been put into effect shall be evaluated to determine their effectiveness by the teaching staff involved.
- D. Any grievance arising out of the application of this article shall not be processed beyond the board level (Level Three).

ARTICLE XXXVI
SITE-BASED DECISION MAKING

- A. The Board and the Council agree that programs which provide increased opportunities for teacher involvement in building level decision making (*site-based decision making programs*) can foster the

collegial exchange of ideas and information so necessary for effective professional practice, and improve the educational process.

- B. The Collective Bargaining Agreement will remain in full force and effect and have full application to the employees who are affected by a site-based decision making program, except as modified by mutual agreement by MEA and the District.

ARTICLE XXXVII
EARLY RETIREMENT

A. **ELIGIBILITY**

- 1. To be eligible to participate in the District's early retirement incentive program an employee must have been hired prior to December 31, 1994. Eligibility further requires that members must:
 - a. Have worked half-time or more daily for at least fifteen years in a certified position in Oregon public education. At least 135 days must be verifiable to equal one (1) year.
 - b. Have worked half-time or more daily for at least ten (10) consecutive years in a certified position in Jefferson County School District 509J.
 - c. Verify that payments are being received from Oregon Public Employee Retirement System.
 - c. Be employed by the District at the time of retirement.
 - d. For employees hired after December 31, 1994; see Section F.
- 2. Approved leaves of absence shall be counted as time in service to the District.

B. **PAYMENTS**

- 1. The cash benefit is a four year benefit intended to provide supplementary income between the ages of 58 and 62.
- 2. The following formula(s) will be used to determine the potential cash benefit to eligible retiring employees.
 - a. **Maximum Cash Benefit Formula:**
 $\$ \times 18\% \times 4 \text{ years} = \text{Maximum Cash Benefit}$
Average base salary during highest 3 out of last 5 completed school years of district employment.
 - b. **Maximum Monthly Payment Formula:**

Maximum Cash Benefit ÷ 48 months = Maximum Monthly Payment.

3. Eligible employees retiring prior to age 58 will receive their maximum cash benefit prorated into smaller monthly payments until age 62. Those retiring at or after age 58 will receive their maximum monthly payment until age 62.
4. Extended responsibility pay shall not be considered in computing early retirement benefits.
5. Monthly early retirement payment shall begin the final working day of the month following retirement and shall be terminated at the end of the month in which the employee reaches age 62. In cases of retirement at the end of a school year, June 30th shall be considered the last working day. Commencement of early retirement payments is dependent upon the establishment of eligibility under paragraph A.
6. Eligible employees up to age 62 may elect to receive medical, dental, and/or life insurance benefits in lieu of their monthly retirement payments, if allowed by the District's insurance carrier(s). Any balance above the District's actual insurance premium costs shall be payable monthly to the retiree, by the District. Any deficit between the monthly retirement payment and the actual insurance premium costs will be payable monthly to the District, by the retiree.
7. Any payment made under this policy is subject to employer and employee social security contributions.

C. **DEATH BENEFIT**

1. Employees shall, at the time of retirement, designate a beneficiary on the appropriate district form.
2. Monthly payments to the beneficiary shall continue until the time the payments would have normally been terminated.
3. Insurance benefits shall not be available to the beneficiaries. In the event the deceased had been receiving insurance benefits in lieu of a portion of the retirement payment, those benefits will be converted to monthly cash benefits.
4. In no case will total monthly benefits be greater than that determined in paragraph B., 2., b. above.
5. In no case will any payments be made past the end of the month in which the employee would have reached age 62.

D. **NOTICE OF INTENT TO RETIRE**

1. In order to take advantage of this plan, an employee must give written notice to the superintendent no later than ninety (90) days prior to the effective date of retirement.
2. Exits under this plan will only be allowed at the end of the first semester or June 30.

E. All cash payments to early retirees retiring after January 15, 1998, shall be by direct deposit. Those retiring prior to January 15, 1998, may choose direct deposit or payment by check from the district.

F. **DISTRICT / EMPLOYEE PAID TAX SHELTERED ANNUITY**

1. For unit members hired after December 31, 1994, the District will replace the Early Retirement Incentive program with a Tax Sheltered Annuity (TSA) to be administered in accordance with the District's Plan Document for a Contributory 403(b) Plan (called joint TSA plan), which will include a District matching contribution of up to \$10.00 per month. The Plan Document is on file in the District's payroll office and copies are available upon request. The plan year is based on a calendar year and the plan inception date for teachers is January 1, 2003.
2. Upon hire and contract issue, new teachers shall receive written notice of their eligibility to participate in this joint TSA plan.
3. Annually, any teacher hired after December 31, 1994, may elect to begin joint TSA plan contributions at any time during the year by providing a monthly salary reduction agreement in the amount of \$10.00 or more, to the payroll clerk, by the first day of the month in which the employee wishes to begin plan contributions. The District's maximum \$10.00 matching contributions shall begin concurrently with employee contributions.
 - A) Teachers may also make adjustments to their monthly contributions above the minimum \$10.00 at any time during the year, by providing a replacement salary reduction agreement to the payroll clerk by the first day of the month in which the employee wishes to begin adjusted plan contributions.
4. Teachers may elect to terminate joint TSA plan contributions at any time during the year by providing written notice, to the payroll clerk, by the first day of the month in which the employee wishes to cease their contributions. The District's matching contribution shall terminate concurrent with employee contribution termination.
 - A) When employment is terminated, District matching contributions to the plan shall cease with the last pay period from which the employee made a plan contribution.
 - B) Teachers shall retain all funds deposited by the District to their individual joint TSA account at the point of voluntary plan termination or termination of employment with the District.

ARTICLE XXXVIII
REIMBURSEMENT

In the event that a school building is damaged or destroyed as a result of fire, water damage, or other acts of God, the District shall reimburse a teacher for the loss of personal property so long as the teacher can provide

reasonable assurances that the property was legitimately stored in the building and that the property was destroyed. Such reimbursement shall be at replacement value.

IN WITNESS WHEREOF, the Cascade Bargaining Council has caused this Agreement to be signed by its President, and the Board has caused this Agreement to be signed by its Chairman.

CASCADE BARGAINING COUNCIL

JEFFERSON COUNTY SCHOOL DISTRICT 509J

CBC President

Board of Directors Chair

Date: _____

Date: _____

MADRAS EDUCATION ASSOCIATION

MEA President

Date: _____

APPENDIX A

**JEFFERSON COUNTY SCHOOL DISTRICT 509-J
CERTIFIED SALARY INDEX
2009-2010**

					MA	MA+15	MA+30	MA+45
STEP	BA	BA+15	BA+30	BA+45	BA+60	BA+75	BA+90	BA+105
1	1.00000	1.02850	1.05781	1.08796	1.11897	1.15086	1.18366	1.21739
2	1.02850	1.05781	1.08796	1.11897	1.15086	1.18366	1.21739	1.25209
3	1.05781	1.08796	1.11897	1.15086	1.18366	1.21739	1.25209	1.28777
4	1.08796	1.11897	1.15086	1.18366	1.21739	1.25209	1.28777	1.32447
5	1.11897	1.15086	1.18366	1.21739	1.25209	1.28777	1.32447	1.36222
6	1.15086	1.18366	1.21739	1.25209	1.28777	1.32447	1.36222	1.40104
7	1.18366	1.21739	1.25209	1.28777	1.32447	1.36222	1.40104	1.44097
8	1.21739	1.25209	1.28777	1.32447	1.36222	1.40104	1.44097	1.48204
9	1.25209	1.28777	1.32447	1.36222	1.40104	1.44097	1.48204	1.52428
10	1.28777	1.32447	1.36222	1.40104	1.44097	1.48204	1.52428	1.56772
11	1.32447	1.36222	1.40104	1.44097	1.48204	1.52428	1.56772	1.61240
12				1.48204	1.52428	1.56772	1.61240	1.65835
13				1.52428	1.56772	1.61240	1.65835	1.70562
14					1.61240	1.65835	1.70562	1.75423
15					1.65835	1.70562	1.75423	1.80422
16					1.70562	1.75423	1.80422	1.85564
17								1.90853
18								1.96292

APPENDIX A

2009-2010 Certified Salary Schedule with 2% Increase over 2008-2009

This salary schedule becomes effective June 30, 2010.

Licensed staff will be paid based on the 2008-09 salary schedule prior to July 1, 2010.

	BA	BA+15	BA+30	BA+45	MA	MA+15	MA+30	MA+45
					BA+60	BA+75	BA+90	BA+105
Year 01	\$33,746	\$34,707	\$35,696	\$36,712	\$37,757	\$38,835	\$39,941	\$41,082
Year 02	\$34,707	\$35,696	\$36,712	\$37,757	\$38,835	\$39,941	\$41,082	\$42,249
Year 03	\$35,696	\$36,712	\$37,757	\$38,835	\$39,941	\$41,082	\$42,249	\$43,455
Year 04	\$36,712	\$37,757	\$38,835	\$39,941	\$41,082	\$42,249	\$43,455	\$44,693
Year 05	\$37,757	\$38,835	\$39,941	\$41,082	\$42,249	\$43,455	\$44,693	\$45,967
Year 06	\$38,835	\$39,941	\$41,082	\$42,249	\$43,455	\$44,693	\$45,967	\$47,276
Year 07	\$39,941	\$41,082	\$42,249	\$43,455	\$44,693	\$45,967	\$47,276	\$48,623
Year 08	\$41,082	\$42,249	\$43,455	\$44,693	\$45,967	\$47,276	\$48,623	\$50,011
Year 09	\$42,249	\$43,455	\$44,693	\$45,967	\$47,276	\$48,623	\$50,011	\$51,436
Year 10	\$43,455	\$44,693	\$45,967	\$47,276	\$48,623	\$50,011	\$51,436	\$52,902
Year 11	\$44,693	\$45,967	\$47,276	\$48,623	\$50,011	\$51,436	\$52,902	\$54,408
Year 12	-	-	-	\$50,011	\$51,436	\$52,902	\$54,408	\$55,958
Year 13	-	-	-	\$51,436	\$52,902	\$54,408	\$55,958	\$57,555
Year 14	-	-	-	-	\$54,408	\$55,958	\$57,555	\$59,194
Year 15	-	-	-	-	\$55,958	\$57,555	\$59,194	\$60,883
Year 16	-	-	-	-	\$57,555	\$59,194	\$60,883	\$62,617
Year 17	-	-	-	-	-	-	-	\$64,401
Year 18	-	-	-	-	-	-	-	\$66,236

APPENDIX B

**EXTENDED RESPONSIBILITY SALARY SCHEDULE
2009-2010**

EXTENDED RESPONSIBILITY SALARY SCHEDULE 2009-2010												
STEP	1	2	3	4	5	6	7	8	9	10	11	
L A	\$4,632	\$4,864	\$5,095	\$5,325	\$5,559	\$5,790	\$6,021	\$6,254	\$6,485	\$6,717	\$6,948	
E B	\$3,844	\$4,076	\$4,262	\$4,446	\$4,632	\$4,818	\$5,002	\$5,236	\$5,419	\$5,606	\$5,790	
V C	\$3,103	\$3,243	\$3,381	\$3,567	\$3,705	\$3,844	\$4,029	\$4,169	\$4,308	\$4,493	\$4,632	
E D	\$2,317	\$2,454	\$2,548	\$2,688	\$2,778	\$2,918	\$3,012	\$3,150	\$3,243	\$3,381	\$3,474	
L E	\$1,528	\$1,622	\$1,714	\$1,761	\$1,853	\$1,945	\$1,992	\$2,038	\$2,177	\$2,224	\$2,317	
F	\$926	\$973	\$1,019	\$1,065	\$1,112	\$1,158	\$1,205	\$1,251	\$1,296	\$1,343	\$1,390	

APPENDIX B

JEFFERSON COUNTY SCHOOL DISTRICT 509-J

INDEX FOR EXTENDED RESPONSIBILITY SALARY SCHEDULE

2009-2010

STEP	1	2	3	4	5	6	7	8	9	10	11
L A	1.00	1.05	1.10	1.15	1.20	1.25	1.30	1.35	1.40	1.45	1.50
E B	0.83	0.88	0.92	0.96	1.00	1.04	1.08	1.13	1.17	1.21	1.25
V C	0.67	0.70	0.73	0.77	0.80	0.83	0.87	0.90	0.93	0.97	1.00
E D	0.50	0.53	0.55	0.58	0.60	0.63	0.65	0.68	0.70	0.73	.075
L E	0.33	0.35	0.37	0.38	0.40	0.42	0.43	0.44	0.47	0.48	0.50
F	0.20	0.21	0.22	0.23	0.24	0.25	0.26	0.27	0.28	0.29	0.30

EXTENDED RESPONSIBILITY POSITIONS ELIGIBLE			
LEVEL	SENIOR HIGH	MIDDLE SCHOOL	ELEMENTARY
A			
	Athletic Coordinator	Athletic Coordinator	
	Head Basketball		
	Head Football		
	Head Soccer		
	Head Volleyball		
	Head Wrestling		
	Instrumental Music		
	JROTC Advisor		
B			
	Head Baseball		
	Head Cross Country		
	Head Drama		
	Head Softball		
	Head Tennis		
	Head Track		
	Assistant Basketball		
	Assistant Football		
	Assistant Volleyball		
	Assistant Wrestling		
	Newspaper		
	Vocal Music		
C			
	Head Cheer—Fall	Head Coaches as Funded	
	Head Cheer--Winter		
	Head Golf		
	Assistant Baseball		
	Assistant Softball		
	Assistant Track		
	Student Council Advisor		
	Yearbook Advisor		
	Marketing Advisor—Student Store		
D			
	Assistant Drama	Assistant Coaches as Funded	Head Teacher
	Assistant Golf	Instrumental Music	
	Senior Class Advisor	Vocal Music	
		Yearbook Advisor	
E			
	Assistant Cheer Advisor	Activities/Leadership Coordinator	Music at two schools
	Junior Class Advisor	Newspaper	
	Sophomore Class Advisor	Girls Fitness Club Advisor	
	Freshman Class Advisor		
	Club Advisors for: <i>*FFA, FBLA, Forestry</i>		
	School Curriculum Leaders		
	Link Crew Advisor		
F			DISTRICT-WIDE
	Vocational Fair Coordinator	Vocational Fair Coordinator	Odyssey of the Mind Coordinator
	Club Advisors for: <i>All clubs not listed above</i>	Science Fair Coordinator	Special Olympics
	<i>as approved by the administration and funded.</i>	Project Reach Coordinator	District Arts Fair Coordinator
		Club Advisors for: <i>All clubs not listed above</i>	<i>Clubs as approved by District &</i>
		<i>as approved by the administration and funded</i>	<i>funded.</i>

**If the FFA advisor and principal mutually agree, time spent outside regular school hours may be used to reduce the 50 days of Vo-Ag extended contract in lieu of placement on this schedule.*

MEMORANDUM OF UNDERSTANDING

WORKER'S COMPENSATION

The District agrees to continue its practice of reimbursement to individuals on Worker's Compensation.

CASCADE BARGAINING COUNCIL

JEFFERSON COUNTY SCHOOL DISTRICT 509J

CBC President

Board of Directors Chair

Date _____

Date _____

MADRAS EDUCATION ASSOCIATION

MEA President

Date _____

LETTER OF AGREEMENT

BLOCK SCHEDULING

This Letter of Agreement is entered into between Jefferson County School District 509-J (District) and the Cascade Bargaining Council (Council). The parties hereby agree to amend the Collective Bargaining Agreement to include:

- 1.0 The District will change to a block schedule at Madras High School for 1996-97 school year. Teachers will teach three (3) blocks and will have one (1) block as a preparation period.
- 2.0 In the event that the 509-J School Board returns the high school to the seven (7) period day of the 1995-96 school year, the Council agrees to waive its right to bargain, grieve, or in other ways contest the action due to the increase in student contact time.
- 3.0 This Agreement shall be incorporated into and remain a part of the Collective Bargaining Agreement until changed by the parties.

CASCADE BARGAINING COUNCIL

JEFFERSON COUNTY SCHOOL DISTRICT 509J

CBC President

Board of Directors Chair

Date_____

Date_____

MADRAS EDUCATION ASSOCIATION

MEA President

Date_____