

# **CONTRACT AGREEMENT**

**Between**

**PORT ORFORD-LANGLOIS  
SCHOOL DISTRICT**

**and**

**PORT ORFORD-LANGLOIS  
TEACHERS ASSOCIATION**

**2021-2023**

## **Table of Contents**

ARTICLE 1 - PREAMBLE.....	3
ARTICLE 2 - RECOGNITION .....	3
ARTICLE 3 - MANAGEMENT RIGHTS .....	3
ARTICLE 4 - TEACHER WORKYEAR .....	4
ARTICLE 5 - TEACHING HOURS .....	5
ARTICLE 6 - WORKING CONDITIONS .....	6
ARTICLE 7 - RIGHTS OF TEACHERS .....	7
ARTICLE 8 - TRAVEL POLICY.....	8
ARTICLE 9 - BUDGET.....	9
ARTICLE 10 - MAINTENANCE OF CLASSROOM CONTROL AND DISCIPLINE .....	9
ARTICLE 11 - COMPLAINT PROCEDURE.....	10
ARTICLE 12 - PERSONNEL FILE .....	10
ARTICLE 13 - TEACHER DISCIPLINE.....	11
ARTICLE 14 – REDUCTION IN FORCE .....	12
ARTICLE 15 - VACANCIES, PROMOTIONS, AND TRANSFERS .....	13
ARTICLE 16 - TEACHER ASSIGNMENT .....	14
ARTICLE 17 - RESPONSIBILITY FOR SPECIAL INSTRUCTION.....	15
ARTICLE 18 - ASSOCIATION RIGHTS .....	15
ARTICLE 19 - PAID LEAVES OF ABSENCE .....	16
ARTICLE 20 - UNPAID LEAVE OF ABSENCE .....	18
ARTICLE 21 - DUES AND PAYROLL DEDUCTIONS .....	18
ARTICLE 22 - GRIEVANCE PROCEDURE .....	18
ARTICLE 23 - TUITION REIMBURSEMENT.....	22
ARTICLE 24 - GENERAL PROVISIONS .....	23
ARTICLE 25 - EARLY RETIREMENT .....	24
ARTICLE 26 - INSURANCE .....	25
ARTICLE 27 - EXTRA DUTY .....	26
ARTICLE 28 - COMPENSATION .....	29
ARTICLE 29 - SAVINGS CLAUSE.....	30
ARTICLE 30 - TEACHER EVALUATIONS .....	30
ARTICLE 31 - TERM OF AGREEMENT.....	31
Salary Schedules .....	32

## **ARTICLE 1 - PREAMBLE**

- A. This Agreement is entered into between the Board of Education on behalf of the Port Orford-Langlois School District 2CJ, Port Orford, Curry County, Oregon, herein referred to as the “Board,” “District,” or “Employer” and the Port Orford-Langlois Teachers Association, herein referred to as the “Association.”
- 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 members of the bargaining unit.

## **ARTICLE 2 - RECOGNITION**

- A. The Board recognizes the Association as the exclusive representative on wages, hours, and conditions of employment for all full-time and part-time licensed employees under contract half-time or more. Temporary licensed employees shall fit within the definition ORS 342.815 (10). In addition, temporary licensed employees shall become members of the bargaining unit after sixty (60) calendar days in the same teaching position, however if a temporary employee is hired at the outset of the temporary contract for more than sixty (60) consecutive days, he/she will be eligible for health insurance benefits, appropriate salary schedule placement and the leave provisions of Article 13 on the first day of work.
- B. Supervisors, confidential employees, temporary licensed employees who have less than sixty (60) calendar days in the same position and are not on a temporary contract that exceeds sixty (60) days, and substitute licensed employees are specifically excluded from the bargaining unit.
- C. In the event the Board conducts an administrative reorganization affecting the status of any bargaining unit member, the Board and the Association agree to negotiate the impact of any such change.

## **ARTICLE 3 - MANAGEMENT RIGHTS**

- A. The Board and the District hereby retains and reserves unto itself all powers, rights and authority, duties and responsibilities conferred upon and invested in it by the laws and Constitution of the state of Oregon. Such powers, rights, authority, duties and responsibilities shall include but are not limited to the right to:
  1. The executive management and administrative control of the school system and its properties and facilities;
  2. Hire all employees and the right to determine their qualifications and the conditions of their continued employment;
  3. The right to establish the school calendar;
  4. Adopt reasonable rules and regulations;

5. Determine the location or relocation of its facilities;
6. Determine the placement of operations, production, services, maintenance or distribution of work and the source of materials and supplies;
7. Determine the financial policies, including all accounting procedures and all matters pertaining to public relations;
8. Determine the size of the management organization;
9. Determine the policy affecting the selection, testing or training of employees providing such selection shall be based upon lawful criteria.

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the District shall be limited only by the specific, written terms of this Agreement and then only to the extent that such terms are in conformance with the Constitution and the laws of the state of Oregon.

#### ***ARTICLE 4 - TEACHER WORKYEAR***

- A. The contract year for teachers shall consist of 189 days which shall be distributed as follows:
 

Not to exceed: 173 Student contact days

  1. Five (5) paid Holidays (Veteran's Day, Thanksgiving Day, President's Day, Memorial Day, and Labor Day).
  2. Two (2) Professional development days (One (1) day may be used to score work samples). One eight (8) hour block may be taken in one hour blocks for all staff unless scoring math.
  3. Five (5) In-service days to be used as follows:
    - a. Two (2) one-half (1/2) days of preparation prior to each conference where conferences are scheduled (not drop-in visits).
    - b. Department meetings.
    - c. Professional development, or statewide in-service (employees may attend non-district professional development activities with advance approval).
    - d. One (1) day prior to the start of school for classroom preparation (not to be taken in less than half-day increments).
  4. Two (2) conference days.
  5. One half (1/2) day for grading at the end of each grading period.

Professional development; however, such Professional Development may be scheduled as needed as outlined above; however, such Professional Development will not be scheduled immediately prior to a holiday.

- B. To qualify for holiday pay, a teacher must work the last regular working day prior to and immediately following the day after the holiday, unless absence is due to appropriately approved leave.
- C. It is recognized the Board has the responsibility to set the annual school calendar. Prior to adoption of the calendar, a calendar committee consisting of administrators, classified employees, and three (3) teacher representatives appointed by POLTA shall develop a recommended calendar for Board consideration.

- D. The Board may, if it experiences any significant revenue shortfall, which, in its judgment, would drastically affect the Board's ability to fund the economic provisions of the collective bargaining agreement, re-open negotiations regarding the number of days as currently defined by the collective bargaining contract, for purposes of reducing the school year or a proportionate reduction in salary of bargaining unit members. These negotiations shall be conducted in accordance with ORS 243.712.

## ***ARTICLE 5 - TEACHING HOURS***

- A. The regular teacher work day shall be eight (8) hours including no less than a thirty (30) minute duty-free lunch period. Such eight hours shall be between the flexible start/stop times of 7:30 a.m. and 4:30 p.m. at the option of the majority of the building licensed staff and the principal by consensus. On Fridays and the day school is closing before a holiday, teachers may leave at the regular closing hour of a full school day. In case of emergency, teachers may leave earlier than the time stated in this section by making arrangements with the building principal. The parties recognize that the job of a professional teacher includes time spent outside the regular eight (8) hour day for such things as adequate preparation for instruction, pupil and parent consultation, and other school-related activities; provided, however, that this reference does not include Extra Duty responsibilities, which are specifically covered by Article 28 of this agreement.

- B. Classroom teachers shall, in addition to their regular lunch period, have daily preparation time exclusive of any travel time between buildings during which they shall not be assigned to any other duty as follows:

- Elementary - forty-five (45) minutes per day as scheduled by the building principal, consisting of at least one continuous thirty (30) minute time period during student contact time, unless by consensus at the site that such time be scheduled outside the student-contact day.
- Secondary - One (1) class period per day.
- District - One (1) class period per day.

- C. The staff will, by simple majority, develop a flexible parent conferencing schedule. Should the plan extend beyond the normal workday, flex time shall be granted to compensate for that time in blocks of sixty (60) minutes or the actual flex time, whichever is less.

When afternoon/evening conferences are held, there will be a thirty (30) minute dinner break scheduled and at least a thirty (30) minute break between the release of students for the day and the beginning of conferences. The work week of the 4 conferences will be reduced by one day to compensate for the two evening conferences.

- D. Attendance at staff meeting is mandatory if preceded by twenty-four (24) hours of notice.
1. One staff meeting per month may exceed building hours.
  2. Staff meetings cannot exceed 45 minutes beyond the end of the work day.
  3. No staff meeting scheduled on Friday or preceding a holiday shall exceed building hours in accordance with A. above.

- E. When the District decides to offer a “zero” period class (before or after school or during a scheduled preparation period) it will post a notice of the class to be offered. Employees who are interested in teaching a “zero” period class may submit a statement of interest to the principal. The principal will assign staff to the “zero” period class based on those who have indicated an interest in teaching the class.

If the District decides to have the employee teach the “zero” period in addition to his/her regular teaching schedule the employee will compensated at 1/7 of his/her per diem rate.

The District will not unilaterally assign an employee to teach a “zero” period, nor will any employee teach more than one (1) zero period in any single grading period.

- F. The District will develop s professional development committee that will consist of an Association appointed representative(s) from each building and administrative selected representative(s). Every other Friday, Professional Development time will be used for personal curriculum and consulting with colleagues. The District may schedule meetings on the other two Fridays in compliance with Section A above for the purpose of planning curriculum development, planning and professional learning communities work within the regular work day. The District will make every effort to include Association suggestions for professional; development content. The PD committee shall review data and surveys, develop useful tools for evaluating development efficacy.

## **ARTICLE 6 - WORKING CONDITIONS**

- A. Teacher attendance shall not be required whenever student attendance is not required due to inclement weather. When schools are operating, teachers unable to report to work because of unsafe conditions must notify their building principal or the District office.
- B. Teachers shall not be required to accept students from an absent teacher’s class while teaching his/her regular class unless, after reasonable effort by the principal, no substitute teacher can be found.
- C. Teachers shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety, or well-being. Whenever an unsafe condition exists the teacher will first notify the District allowing for corrective action. During the term of this agreement a plan will be developed for correcting safety issues in the District. Every District school shall have an updated safety plan consistent with law.
- D. Duties customarily performed by non-licensed personnel shall only be assigned to licensed personnel in an emergency. Such duties include but are not limited to supervision of hall, bus, cafeteria and playground activities. The District will make every effort to provide non-licensed supervision for students to the start of school each day.
- E. To promote an equitable distribution of non-teaching extra-duty positions, (those identified on extra-duty schedule) other than those referred to in Article 28, they shall be offered to the teachers on a voluntary basis. If a volunteer cannot be found, after reasonable effort, the administration may assign the duty in a manner as equitable as possible. All non-teaching duties for part-time teachers shall be prorated. The District may seek community volunteers when possible.

F. A copy of proposed Board policy changes that affect teacher welfare shall be presented to the Association for review and input. Such recommendations are not binding upon the Board. This section is not intended in any way to limit the Association's rights pursuant to state and federal law.

G. Job Sharing

1. Job sharing is defined as two bargaining unit members voluntarily fulfilling the obligations of a full-time position.
2. Employees who desire to job share must apply in writing to the Superintendent and the building principal by the last working day in February of the year prior to the job share. The District retains the right to grant or deny any requested job share and the District's decision is not subject to appeal through either arbitration or an unfair labor practice.
3. If the District approves a job-sharing proposal, it is agreed the benefits will not exceed the cost of benefits for a single employee holding the position. Each party will be paid a salary at fifty percent (50%) of his/her respective salary step.
4. All terms and conditions of the collective bargaining agreement (excluding fringe benefits addressed in Section 3, above) will be pro-rated based on the appropriate level of FTE (e.g. sick leave, preparation time, holidays, etc.).
5. Individuals who share positions who wish to return to full-time teaching will have the same rights as full-time staff members in requesting transfers, but are not guaranteed the position of their choice or a full-time position if there is no vacancy.
6. All job sharers must be in attendance for the entire time of the in-service and parent conference days at their regular half-time rate of pay. The building administrator may also require job sharers to attend staff meetings with at least twenty-four (24) hours written notice.
7. If one partner of the job share is absent, the District may request the other partner to cover the absent partner's work time. If the partner works the additional time, he/she will be paid at his/her hourly rate.

## **ARTICLE 7 - RIGHTS OF TEACHERS**

A. Public teachers have the right to form, join and participate in the activities of labor organizations for the purpose of representation and collective bargaining with their public employer on matters concerning employment relations.

B. Whenever any teacher is required to appear before the Superintendent or Board concerning any matter which could adversely affect the continuation of that teacher in his/her position, employment, salary or any increments pertaining thereto, he/she shall be given 48 hours' notice of the reasons for such meeting or interview and shall be entitled to have a representative of the Association or legal counsel present to advise him/her and represent him/her during such meeting or interview.

- C. Teachers shall be responsible for classification and grading as well as promotion of their pupils in accordance with Board Policy.
- D. Any negative criticism by a supervisor, administrator, or Board Member of a teacher or her/his instructional methodology shall be made in confidence whenever possible and not in the presence of students, other teachers, parents or public gatherings, except as required by law.
- E. Teachers shall have the right to wear pins or other identifications of membership in the Association or its affiliates.
- F. If a teacher is to be investigated, reprimanded and/or disciplined in any way by any member of the administration, she/he will be entitled to have a representative of the Association present.
- G. The personal life of a teacher is not an appropriate concern for attention of the Board or administration, so long as it does not interfere with professional duties. The provisions of this contract shall be applied equally to all members without discrimination as to age, marital status, race, color, gender, sexual preference, gender identity, or mental or physical handicap unless based on a bona fide occupational qualification.
- H. Teachers' rights as citizens shall not be infringed upon by the District. No religious or political activities of any teacher, or lack thereof, outside of school related programs, shall be grounds for any discipline or discrimination with respect to the professional employment of such teacher, providing said activities do not violate any local, state or federal law.
- I. It is the teacher's right to select issues for study and discussion which contribute to the attainment of course objectives as per adopted state standards and to make available to student's materials concerning the various aspects of the issues. Teachers have the right to express their own viewpoints and opinions; however, they do not have the right to indoctrinate students. Teachers shall exercise their rights fairly, responsibly and in a non-disruptive manner.

Materials that are presented and discussed shall be relevant to the course content, the maturity level of the students and in accordance with the curriculum program of the district. Teachers who are bringing outside people for classroom discussion must have prior approval by the building administrator seventy-two (72) hours in advance of the visitation. Disagreements between an administrator and a teacher regarding teaching content or methodology shall be first referred to the Superintendent. Should the Superintendent be unable to resolve the matter, the issue may then be referred to the board.
- J. All licensed personnel will be afforded due process rights under state law prior to any final Board action pertaining to dismissal or non-renewal of contract.

## ***ARTICLE 8 - TRAVEL POLICY***

- A. Teachers who are required by the District to use their own automobile in the performance of their duties and teachers who are assigned to more than one (1) school per day will be

reimbursed for all District-approved travel at 95% of IRS rate equal to the established District rate for all driving done between arrival at the first location at the beginning of their workday and departure from the last location at the end of their workday.

- B. Food and Lodging Allowance—Payment for food and lodging shall be as follows:
  - 1. Meals—not to exceed \$42.00 per day based on full-day events. Events lasting less than a full day will be adjusted accordingly.

Breakfast:	\$10.00
Lunch:	\$12.00
Dinner:	\$20.00

When meals are provided at an event which do not meet the specific dietary requirements of a teacher, the teacher may procure an alternate meal and be reimbursed at the set rate for that meal.

- 2. Lodging—actual cost up to a maximum of \$145.00. If at the direction of the District a member is required to stay at a specific location, the District will make the necessary arrangements and pay the actual cost of lodging regardless of amount. The District will provide the employee(s) with a copy of the hotel/motel confirmation slip.
- C. The District shall provide secondary liability insurance for all teachers who transport students in their personal vehicles on official school business.
- D. POLTA through the Association communication channels will encourage use of the District van by providing information to its members on the van use available in Board Policy, Administrative Procedures, and the Staff Handbook.

## **ARTICLE 9 - BUDGET**

Teachers and their principals will work cooperatively in the preparation of budget requisitions, in the identification of priority items, and in review of budget proposals in their area of teaching assignment.

## **ARTICLE 10 - MAINTENANCE OF CLASSROOM CONTROL AND DISCIPLINE**

- A. At the start of the school year, the Superintendent or designee shall provide to each teacher clear guidelines and instructions regarding student discipline. If building plans for student discipline differ, each Principal shall develop a discipline plan and procedure and distribute such to each teacher at the start of the school year.
- B. When, in the judgment of a member, a student's behavior is seriously disrupting the instructional program to the detriment of other students and/or requires the attention of a specialist and/or the Principal. Seriously disruptive students may be removed from the classroom by the teacher and sent to the principal. After the appropriate action is taken,

the student may be returned to the classroom. The administration shall notify the teacher if any disciplinary action is taken.

- C. If a teacher thinks a student's behavior is so disruptive that the classroom environment is being badly damaged, the teacher may remove the student from the classroom and send him/her to the principal. After the appropriate action is taken, the student may be returned to the classroom consistent with the plan developed in B above.
- D. Any case of assault upon a teacher or any use of physical force by a teacher on a student should be immediately reported to the teacher's supervisor. The District will advise teachers of their rights as regards assault and will give assistance to the teacher in dealing with the police and the courts.
- E. Teachers are free to consult with principals on discipline problems and methods. The holding of such consultation does not suggest any inadequacy on the teacher's part and cannot be used in any evaluation.
- F. Duties and responsibilities of teachers involving student supervision outside of regular class work shall be explained as part of the regular orientation program for new teachers.
- G. The District will attempt to notify staff of issues regarding students assigned that may affect student behavior or performance.

### ***ARTICLE 11 - COMPLAINT PROCEDURE***

- A. If a complaint is made against a teacher to the administration, such complaint shall be processed only under the following circumstances:
  - 1. If the principal intends to place a record of such complaint in the teacher's personnel file;
  - 3. If, in the principal's judgment, such complaint is sufficiently relevant to the teacher's performance as to indicate the desirability of a conference.
- B. Pursuant to Section A above, a conference shall be held with the member within five (5) working days after a complaint is made to the administration by a parent, student, member or other individual. In the event either the member or supervisor is absent, this deadline shall be extended by the period of the absence.
- C. The administration shall request a meeting with the complainant and the member to determine its validity and to informally resolve the complaint. If the complainant refuses to meet with the member, the administration shall advise the member of the identity of the complainant and shall review the complaint with the member. Any such complaint which the administration chooses not to discuss with the member or which is not discussed within the required timelines shall not be considered in the member's evaluation, included in the member's personnel file in any way, and shall not be used against the member in any subsequent action by the District.
- D. Only complaints that are in writing and are not resolved in a mutually acceptable manner shall be placed in the member's personnel file. The member shall have the right to attach a written statement to any written material placed in the member's personnel file.

## **ARTICLE 12 - PERSONNEL FILE**

- A. The personnel file shall contain all materials relevant to the teacher's employment and shall be the sole repository of such materials. However, this does not limit an administrator's right to retain working papers. Such files will be confidential with access limited in accordance with Oregon law. Should the District move to electronic files it shall provide the same level of confidentiality as with hard copy files. A teacher will be entitled to have a representative of the Association accompany him/her during such review.
- B. Upon placement of any material in a teacher's personnel file, a copy shall be presented to the teacher for review and/or rebuttal. Employees shall receive a copy of any materials added to their personnel files at the time of original placement into the files. Employees shall acknowledge receipt of such copies by signing the material(s) with the express understanding that their signature does not necessarily mean they agree with the contents of the materials. Employees shall have the right to submit a written response to any material in the file and any such response shall be attached to the file copy.
- C. Each file shall contain a sign out sheet to indicate the name and date of anyone who has reviewed the file.
- D. Material not signed by either the employee or a witness will not be used by the District when considering demotions, discharges, discipline or other involuntary changes in employment status. This section will apply to materials added after July 1, 2007.

## **ARTICLE 13 - TEACHER DISCIPLINE**

- A. Any suspension of a teacher pending final Board action will be with full pay.
- B. Discipline will not be exercised publicly unless so requested by the teacher, except as required by law.
- C. No teacher shall be disciplined, given verbal or written reprimands, reduced in compensation or terminated without just cause. Contract teachers are covered by ORS 342.865. Therefore any contract teacher who is dismissed by the Board shall be entitled to appeal such action either through the grievance procedure set forth in Article 23 or the remedies available in ORS 342.905, but not both. This article does not apply to the dismissal or non-renewal of probationary teachers, and basis for such action upon a probationary teacher shall not be subject to binding arbitration.

## **ARTICLE 14 - REDUCTION IN FORCE**

- A. The Board shall determine when a reduction in force is necessary and which programs will be affected.
- B. Written notice, including reasons for the reduction, shall be given affected teachers and

POLTA at least forty-five (45) days to such reduction.

- C. When the Board has identified the programs, services, or positions to be eliminated or reduced, employees will be considered for retention based on proper license to fill available positions, seniority in the District and competency. (Seniority is defined as the length of consecutive time in the District including paid leaves.)
  - 1. Employees beginning work the same day shall draw lots during pre-school in-service to determine placement on the seniority list. Each year there are new hires, POLTA shall be given a complete seniority list.
  - 3. Competency shall be defined as recent (within the last ten (10) years) teaching experience in the area of licensure.
- D. Teachers laid off shall have the first opportunity to be recalled. Teachers shall be recalled in reverse order of layoff, provided the teacher in line for recall is licensed and competent (as defined in C above) to fill the vacant position.
  - 1. Recall privileges under this paragraph shall terminate twenty-seven (27) months after layoff.
  - 2. Recalled teachers shall be entitled to all the benefits to which they were entitled at the time of layoff provided the benefits are still available to the balance of the bargaining unit.

## **ARTICLE 15 - VACANCIES, PROMOTIONS, AND TRANSFERS**

- A. The Board recognizes that it is desirable in making assignments to consider the interests and aspirations of its teachers. Therefore, the following transfer procedure will be used:
1. Voluntary transfers shall be made according to the following procedures:
    - a. Not later than April 15th of each school year, the Superintendent shall post in all school buildings, a list of the known vacancies which will occur during the following school year.
    - b. Teachers who desire a change in grade and/or subject assignment or who desire to transfer to another building may file a written statement of such desire with the Superintendent not later than May 1st. Such statement will include the grade and/or subject to which the teacher desires to be assigned and the school or schools to which he/she desires to be transferred in order of preference.
    - c. All teachers will be given written notice of their class and/or subject assignments, building assignments, teaching assignment budgets, and elementary room assignments for the upcoming school year no later than June 1st. In the event that changes after June 1st are necessary, the teacher affected will be notified within 10 working days in writing, be provided their teaching assignment budgets, and upon written request of the teacher, change the assignment budgets and will then be reviewed by the building administrator.
    - d. In acting on requests for voluntary reassignment and/or transfer, the following criteria will be applied:
      1. Individual qualifications.
      2. Instructional requirements and needs of the District.
      3. Staff availability and experience mix.
      4. If in the judgment of the administration the foregoing factors are substantially equal, the preference in assignments or transfer shall be given to the incumbent applicant with the greatest number of years of service in the Port Orford-Langlois No. 2-CJ School System.
    - e. If a teacher's request for a voluntary transfer has been denied, he/she will, upon request, receive a written explanation of the reasons therefore from the Superintendent or his designee.
  2. All involuntary transfers shall be made according to the following procedure:
    - a. An involuntary transfer may be made only in case of an emergency, to prevent undue disruption of the instructional program or in a situation where the District believes it is in the best interest of the educational program, which shall include, but not be limited to finances, or an increase or decrease in student population.
    - b. No less than ten (10) working days' written notice shall be given by the administration. Reasons for such transfer shall accompany the written notice of transfer.

- c. If so desired by the teacher involved, the involuntary transfer may be appealed to the Board. The decision made by the Board shall be final.
  - d. A teacher may be transferred to resolve a disciplinary situation but an involuntary transfer will not be the discipline.
3. A vacancy shall be defined for purposes of this contract as a situation where a position was previously held by a teacher that the District intends to fill, or where a new position is created. Vacancies will be posted in the buildings and vacancy notices mailed to employees.
4. Whenever vacancies occur during the summer months when regular school is not in session, the following procedures, in addition to previously-stated procedures shall be followed:
- a. Teachers with specific interests in possible vacancies will notify the Superintendent of their interest, in writing, during the last regular week of school and shall include a summer address.
  - b. Should a vacancy occur, the President of POLTA and the teachers who have expressed an interest in said position shall be contacted by the Superintendent and notified of the vacancy.
  - c. The teachers so notified shall have the responsibility of contacting the Superintendent indicating their interest in said position within ten (10) calendar days of receiving such notification.
5. The Association recognizes that when vacancies occur during the school year, or within fifteen (15) working days of the beginning of the school year, it may be difficult to fill them from within the District without undue disruption of the existing instructional problem. If the Superintendent, in his reasonable judgment, so determines, such a vacancy may be filled on a temporary tentative basis until the end of the current school year at which time the position will be considered vacant.

## **ARTICLE 16 - TEACHER ASSIGNMENT**

- A. The Superintendent will give notice of subject and building assignments to new teachers as soon as possible.
- B. All teachers will be given written notice of their class and/or subject assignments, building assignments, teaching assignment budgets, and elementary room assignments for the upcoming school year no later than June 1st. In the event that changes after June 1st are necessary, the teacher affected will be notified within 10 working days in writing, be provided their teaching assignment budgets, and upon written request of the teacher, change the assignment budgets and will then be reviewed by the building administrator.
- C. Teachers shall not be assigned to teaching areas outside the scope of their teaching license if such assignment would jeopardize the holding of that license.
- D. Schedules of classroom teachers who are assigned to more than one (1) school building

will be arranged by conference between the principals involved so that no such teacher will be required to engage in an unreasonable amount of inter-school travel. Such teachers will be notified of any changes in their schedules as soon as possible.

- E. The District will develop a job description for Lead teacher. The position will be posted for 10 days. If the District decides to include additional pay in excess of the regular teaching contract, then the District agrees to bargain the stipend with the Association.

## ***ARTICLE 17 - RESPONSIBILITY FOR SPECIAL INSTRUCTION***

In the event that teachers are required by the District to spend time outside of regular school hours to fulfill the requirements of Individuals with Disabilities Education Act (IDEA), they shall be given advance notice and, with prior approval from the special education coordinator, compensated for such time at their prorated salary.

## ***ARTICLE 18 - ASSOCIATION RIGHTS***

- A. Whenever any teacher participates during working hours in meetings mutually agreed upon by the Board and the teacher, he/she shall suffer no loss in pay.
- B. The Association shall have, in each building, the use of a bulletin board in each faculty lounge.
- C. The Association shall have the right to use the inter-school mail facilities and school mail boxes as it deems necessary.
- D. Upon request, an Association member shall be allowed to speak at any faculty meeting. Topics for discussion shall be presented to the building principal two (2) days prior to said meeting for agenda purposes. Additionally, the Association shall have the right to meet with staff at the beginning or end of opening day in-service with prior notice to the superintendent.
- E. The rights and privileges of the Association and its representatives as set forth in the Agreement shall be granted only to the Association, the exclusive representative of the teachers, and to no other teacher organization.
- F. If available, the District office will provide to the Association as provided by the Public Employees Collective Bargaining Act (PECBA) and/or the Public Records law requested information.
- G. Association Leave: The Association shall be provided up to four (4) days paid leave each school year for its member to participate in workshops and conferences sponsored by the Association or its affiliates. Such leave shall be requested by the Association president at least seven (7) calendar days in advance. It is understood these leaves shall be limited to activities relating to negotiations/contract management. Leaves for state, national or local association meetings such as the OEA rep assembly shall be granted for a maximum of four (4) days' leave annually with the Association paying the cost of the substitutes.

## **ARTICLE 19 - PAID LEAVES OF ABSENCE**

### A. Sick Leave

1. All teachers shall be granted ten (10) days sick leave each year. Sick leave shall be credited to each teacher on the first day of the school year, but earned at the rate of one (1) day per month of continuous employment. Should a teacher's employment terminate before the end of the school year and more sick leave days were paid than earned, an adjustment will be made in the final check. In the case of teachers who begin service after the beginning of the school year, sick leave shall be prorated beginning on the first day of service. Qualifying leaves under this section shall be handled consistent with state and federal laws.
2. Upon a teacher's retirement, the District shall report to PERS the total of earned, unused sick leave for purposes of calculating the individual's retirement benefits.
3. Sick leave not taken shall accumulate for an unlimited number of days. The Port Orford-Langlois School Board shall permit employees to take up to 75 days' sick leave accumulated in other Oregon districts. The accumulation shall not exceed that carried by the most recent employing district. However, the transfer of sick leave from another Oregon district shall not be effective until the school employee has completed 30 working days in the new district.
4. Absence due to pregnancy, whether because of miscarriage or other complications or because of reasonable amount of time needed to prepare for and recover from a normal childbirth shall be considered sick leave. The teacher has the option of taking an unpaid leave in lieu of sick leave.
5. Sick Leave Bank:
  - A. Purpose: The purpose of a sick leave bank is to provide a safety net for employees who face illnesses over 10 consecutive work days, have exhausted sick leave and do not qualify for long-term disability or worker's compensation benefits. Such leave shall be verified with a doctor's statement certifying a life-threatening or debilitating physical or mental illness or injury preventing the member from performing the duties of his/her job for more than ten (10) days.
  - B. All bargaining unit employees who wish to participate in the bank must donate at least one sick leave day to the bank by September 30th of each year by completing the appropriate form and forwarding it to the District Office. Only those employees who donate one sick leave day are eligible to access days in the bank.
  - C. When a member meets the requirements set forth in a (a) above, he/she can request days from the bank. The leave should be for the period of treatment for the illness whether that time is consecutive or intermittent. No one shall be granted more than thirty (30) days in one year or receive double compensation for days on leave.

- D. All requests for use of the sick leave shall be approved unless the requirements set forth in (a) above are not met.
- E. By October 15th of each year, the District shall notify the Association in writing of the number of days donated to the bank. By June 30th of each year, the District shall notify the Association in writing as to the number of the unused days remaining in the bank. These days will accumulate and be available in the bank the following year. The Association may request records regarding the status of the bank at any time during the year.

B. Notification of Sick Leave

Notification of a teacher's accumulated paid sick leave days shall be given at the beginning of the school year.

C. Emergency Leave. Up to an additional five (5) days of unpaid bereavement leave may be used in accordance with Oregon law.

All licensed members shall be granted five (5) emergency leave days per year, non-accumulative. Substitute teacher salary for emergency leave shall be deducted from the teacher's salary. Emergency leave must pertain to sickness, accident, or severe emotional stress, relating to self or members of the immediate family. Immediate family shall include spouse, son, daughter, mother, father, brother, sister, grandchild, grandparent, in-laws of the employee, aunts, uncles, foster children or any minor in the employee's guardianship.

D. Personal Leave

Teachers shall have two (2) days of personal leave, non-accumulative, each year. Teachers wishing to take personal leave shall notify their principal three (3) days in advance, or, in case the advance notice is not practical, the principal or his/her representative shall be notified as soon as possible. Personal leave to be taken the day before or after a paid holiday shall be subject to administrative approval.

Teachers will be compensated in their last paycheck, at the rate of 75% of the daily substitute rate, for any unused personal leave days.

E. Professional Leave

Upon request of a teacher, professional leave with pay and reimbursement for meals, lodging and travel may be authorized by the Superintendent for attending educational conferences, school visitations or other purposes related to teacher assignments. Employees on dietary restrictions shall be reimbursed for meals needing to be purchased outside of what may be available at conferences or field trips with prior notice to the District.

F. Other Leaves

The Board may, on the recommendations of the Superintendent, grant teachers a leave of absence for reasons or purposes other than those stated above, upon such conditions as to compensation, reimbursement of expenses, duration of leave, and other items as the Board may deem fair and proper.

G. Bereavement Leave

Each teacher shall be granted up to five (5) days' bereavement leave annually. Bereavement leave is non-accumulative and may be used in the event of the death of members of the immediate family. Immediate family shall include spouse, son, daughter, mother, father, sister, brother, grandchild, grandparent, in-laws of the employee, aunts, uncles, foster children, or any minor in the employee's guardianship.

H. Child Care Leave

Child care leave shall be granted in accordance with the provisions set forth in the Oregon Statutes and administrative rules.

***ARTICLE 20 - UNPAID LEAVE OF ABSENCE***

- A. An unpaid leave of absence for a period of one year or longer may be granted at the discretion of the Board to any teacher upon written application stating the purpose of such leave and intent to return to the District.
- B. A leave of absence shall be granted in the case of pregnancy consistent with state and federal laws. Such leave shall commence at the teacher's option following confirmation of her pregnancy by her medical provider/practitioner and upon written request for such leave.
- C. An unpaid leave may be extended at the discretion of the Board upon receipt of written application prior to March 1st.
- D. Return to employment shall commence at the beginning of the school year, with the Board to be notified in writing of such return by March 1st.
- E. Accumulated sick leave and seniority rights shall be retained upon such return to duty.
- F. Family illness leave will be granted in accordance with the provisions set forth by Congress and the State of Oregon.

***ARTICLE 21 - DUES AND PAYROLL DEDUCTIONS***

- A. The District, upon written authorization of the teacher, shall deduct from the salary and make proper remittance to qualified plans or programs jointly approved by the Association and the Board. Any teacher hired after the first payday will have his/her deductions prorated.

## **ARTICLE 22 - GRIEVANCE PROCEDURE**

### A. Definitions

1. A “grievance” is a claim by a teacher or a group of teachers that there has been an alleged violation or inequitable application of a specific provision of this Agreement or Board policy.
  - a. Grievances claiming a violation of Board policy shall not be subject to binding arbitration nor to an unfair labor practice complaint for breach of contract.
2. The “grievant” is the person or persons or the Association making the claim. All licensed teachers have access to this grievance procedure and may choose to be represented by the Association, although membership in the Association is not required.
3. A “party of 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.
4. Unless otherwise specified, “days” shall mean the grievant’s regularly scheduled working days.

### B. General Procedures

1. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level will be considered maximum and every effort made to expedite the process. The time limits specified may, however, be extended or contracted by mutual agreement.
2. Failure at any level of this procedure by the grievant to appeal a grievance to the next level within the specified time limits shall be deemed to be acceptance of the decision rendered at that level. Failure at any level of this procedure to communicate the decisions in writing on a grievance within the specified time limits shall permit the grievant to proceed to the next level.
3. All documents, communications, and records dealing with the processing of a grievance shall be filed in a separate grievance file in the District office except as required by law.
4. All meetings and hearings under this procedure shall be conducted in closed session unless an open session is requested by the grievant or required by the Public Meetings law. All parties in interest shall confine their discussions of the grievance to lines of communications established in this procedure.
5. Any teacher may ask the Association to file a group grievance. If in the judgment of the Association a grievance affects a group of teachers, the Association may submit such grievance in writing to the Superintendent directly and the processing of such grievance will commence at Level Three. The Association may process such grievance through all levels of the grievance procedure.

6. Any grievant may be represented at all stages of the grievance procedure by him/herself, by a representative of the Association, or a representative or legal counsel of the grievant's choice.
7. No reprisals of any kind shall be taken by the Board or any member of the administration against any party in interest, any representative, or any member of the Association, or participant in the grievance procedure by reason of such participation.
8. All information pertinent to the grievance shall be presented at the earliest level possible to provide a complete record for the parties to consider. However, in no event shall the arbitrator consider information that has not been presented to the other party at least three (3) days prior to the hearing unless it can be proven to have been discovered less than three (3) days prior to the hearing.

## C. Specific Procedures

### 1. Level One

A grievance must be initiated within ten (10) days from the occurrence of the grievance or ten (10) days from the grievant's first knowledge of the grievance or from the date the grievant reasonably should have known of the grievance. Prior to filing a written grievance the grievant shall first discuss the grievance with his/her principal or immediate superior either directly or through a representative with the objective of resolving the matter informally. Both the informal discussion and the submission of the grievance in writing shall be done within the ten (10) days. At the time of the presentation of the formal written grievance to the principal, the grievant or his/her representative shall consult with the principal concerning resolution of the grievance. Within five (5) days of receipt of the formal written grievance, the principal shall communicate his/her decision in writing to the grievant.

### 2. Level Two

If the grievant is not satisfied with the disposition of his/her grievance at level Two or if no decision has been rendered within five (5) days after the presentation at Level Two, he/she may request in writing that the grievance be advanced to the Superintendent. Such action shall be taken within five (5) days after receiving the written answer. Within ten (10) days of the receipt of the grievance statement, the Superintendent shall communicate his decision in writing to the grievant after he has met and consulted with the grievant or the Association representative.

### 3. If the grievant is not satisfied with the disposition of his/her grievance at Level Two, or if no decision has been rendered with ten (10) days after the grievance was presented to the superintendent, he/she may appeal the grievance to the Board of Directors within ten days of when the superintendent's decision is received or should have been received. Within ten (10) days of receipt of the appeal, the School District Board of Directors shall contact the representative to establish a hearing of the parties or give its decision to not hear the appeal. Should the Board of Directors hear the case, it shall render its decision in writing within ten (10) days of the hearing.

#### 4. Level Four: Arbitration

If the grievant is not satisfied with the disposition of his/her grievance at Level Three, or if no decision has been rendered within ten (10) days after the grievance was heard he/she may request in writing to the Association that his/her grievance be submitted to arbitration within ten days of the Board of Directors decision. If the Association determines that the grievance is meritorious, it may submit the grievance to arbitration within fifteen (15) days after receipt of a request by the grievant. Within ten (10) days after such written notice of submission to arbitration, the Board and the Association shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator. If the parties are unable to obtain a commitment within the specified period, a request for a list of arbitrators may be made to the Employment Relations Board by either party. The parties shall then be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator. The arbitrator so selected shall confer with the representatives of the Board and the Association and hold hearings promptly and shall issue his/her decision not later than thirty (30) days from the date of the close of the hearings, or if oral hearings have been waived, then from the date agreed upon. The arbitrator's decision will be in writing and will set forth his/her findings of fact, reasoning and conclusions on the issues submitted. The arbitrator will be without power or authority to make any decision which is violative of the terms of this Agreement. Neither shall the arbitrator substitute his/her judgment or authority in any decision made by the District unless specifically authorized to do so by the terms of this Agreement. The decision of the arbitrator will be binding upon the Board and the Association. The Association and the Board shall share equally in the cost of the arbitrator. Both parties shall be responsible for their own witnesses and counsel fees and transcript costs if ordered.

## **ARTICLE 23 - TUITION REIMBURSEMENT**

- A. The district will contribute Fifteen Thousand Dollars (\$15,000) per year for tuition reimbursement for upper division or graduate level college courses meeting one of the following criteria or lower division courses with the Superintendent's approval.
  - 1. Course is pertinent to instructor's present or proposed teaching assignment and extended responsibility assignments(s) related to curricular or academic subjects.
  - 2. Course is required for ongoing maintenance of license or adding endorsements (not intended to cover courses to obtain licensure necessary for initial employment).
  - 3. Course pertinent to building and/or District goals for bargaining unit member positions.
- B. Employees achieving certification during their employment with the District through successful completion of the National Teacher Exam (NTE) will be reimbursed for the exam fee from the tuition reimbursement fund.
- C. Satisfactorily completed (grade of A, B, C or pass) and fully accredited summer, evening, or correspondence courses will be considered for reimbursement when application, including cost of tuition and verification of satisfactory completion is received by a joint Tuition Reimbursement Committee.
- D. Application must be made by October 1st to the business manager or his/her designee and will be screened by a Tuition Reimbursement Committee for adherence to contract requirements.
- E. Reimbursement is limited to thirty-six (36) quarter or twenty-seven (27) semester credits per teacher for each three (3) years of employment. However, no teacher may use more than twelve (12) quarter or nine (9) semester credit hours in any one (1) school year except as noted in section H. below. Professional development units (PDUs) credit may be reimbursed in lieu of actual tuition costs.
- F. Tuition reimbursement will be based on the University of Oregon rates or actual tuition rate, whichever is less, and will be for tuition only. If the approved requests exceed the budgeted amount, the tuition reimbursement will be prorated to individual employees.
- G. Teachers shall be limited to the number of credit hours they may seek reimbursement for as identified in section D above. However, each teacher agrees to return to the District for one year following the year courses were taken for tuition reimbursement or repay that reimbursement to the District.
- H. The joint Tuition Reimbursement Committee shall be made up of three (3) POLTA members chosen by POLTA'S President and up to three (3) members selected by the District. The business manager shall be an ex-officio member to advise the committee regarding procedures, but the position has no voting authority.
- I. In the event there are funds remaining in the account after all eligible employees have been fully reimbursed for twelve (12) quarter or nine (9) semester credits and there are employees who have submitted more than twelve (12)/nine (9) credits, the remaining

funds will be distributed for those eligible credits in excess of 12/9 respectively on a prorated basis if necessary.

- J. The District retains the right to use targeted state and federal funds and/or grants to support District-identified professional development needs of individual employees. Employees who have access to grant funds or special training funds outside of the District but given through the District shall exhaust such eligible funds before accessing tuition reimbursement funds from this Article. Under no circumstance will an employee be reimbursed in excess of the actual cost of tuition. Those employees must furnish copies of the grant/training fund information and reimbursement from the District before being considered for tuition reimbursement funds.
- K. The teacher must submit an official receipt for the amount of actual tuition paid. This receipt must be issued by the institution of higher education and cannot include housing or other incidental fees.
- L. Teachers working toward a subject-specific master's degree and agreeing to teach dual credit classes in the District for at least four years shall be reimbursed for their courses outside of the tuition funds of A above up to twelve (12) credit hours annually. Those leaving prior to fulfilling such a commitment shall repay said tuition funds on a pro-rated basis.

## ***ARTICLE 26 - GENERAL PROVISIONS***

- A. Any individual contract between the Board and an individual teacher shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with the Agreement, this Agreement, during its duration shall be controlling.
- B. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter appropriate for collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. All terms and conditions of employment not covered by this Agreement shall continue to be subject to the Board's direction and control.
- C. Copies of this Agreement shall be printed at the expense of the District after agreement with the Association on format within thirty (30) days after Agreement is signed. A copy of the Agreement shall be given to all teachers now employed or hereafter employed by the District.
- D. With the consent of both parties, negotiations may be reopened regarding specified topics only.

## **ARTICLE 25 - EARLY RETIREMENT**

### **A. Eligibility**

The District will provide early retirement to the following eligible licensed staff.

1. Individuals who are at least 55 years of age, eligible to retire under PERS, and have at least fifteen (15) years' experience in the Port Orford-Langlois School District.
2. Individuals who have at least thirty (30) years in PERS and at least fifteen (15) years' experience in the Port Orford-Langlois School District.

### **B. Incentive**

1. The District will provide \$270 per month towards continuation of the District Insurance Health Program for up to four (4) years for each eligible employee as per Section A above who elects retirement. Any stipend shall expire at the end of forty-eight (48) months and shall not exceed a total aggregate amount of \$12,970.
2. If the employee chooses not to accept the monthly contribution described in B (1) above, they shall be eligible to receive payments for up to forty-eight (48) months, the amount to be determined by the employee, but not to exceed a total aggregate amount of \$12,000, not more than \$3,000 of which can be received in any one calendar year.

### **C. Application**

A teacher exercising this retirement provision must give notice to the District at least sixty (60) days prior to implementation, including the option chosen per section B (1) and (2) above. Such choice of options will be one time only with no changes or alterations.

### **D. Insurance**

Retiring teachers will, if otherwise eligible, have the option to continue the group health insurance at their own expense.

- E. In order to be eligible for benefits under this program, employee's first day of work must have been prior to January 1, 2008. No employee starting work after that date will be eligible for benefits under this program.
- F. Employees hired after January 1, 2008 shall be eligible to participate in a joint employer/employee benefit program. The program requires employees to contribute funds to a 403(b) program. The District agrees to match the employee's contributions up to thirty dollars (\$30) per month effective September 1, 2018.

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

## **ARTICLE 26 - INSURANCE**

- A. For the 2021-23 school years, effective October 1, 2021, through September, 2022, the District will contribute up to \$1290.00 and effective October 1, 2022-September 30, 2023 the District will contribute \$1340 per month for each employee working twenty (20) or more hours weekly toward the purchase of the association selected OEBB insurance programs at District expense.

The parties agree the District contribution identified above is for employees working twenty (20) hours or more per week.

- B. During the term of this Agreement should either party wish to investigate a change in carrier or policy in order to reduce cost and maintain or improve benefits, the parties shall develop a joint committee to investigate other policies and carriers. Should the parties agree, the policy or carrier will be changed.
- C. If the OEBB insurance is purchased using a tiered rate, should any tiered level rate be below the cap any amount above the cost of the premium up to the District cap shall be pooled and split equally among unit members whose premium cost exceeds the cap. Employees waiving insurance and not covered under an HSA plan shall have their premium amount added to the insurance pool for those selecting insurance. No “unused employer contribution” funds may be paid as cash. The District will not be responsible for any costs associated with the insurance program(s) beyond the negotiated contribution.

For employees who waive insurance coverage but who are covered under an HSA policy or who enroll in the HSA plan that are under the District maximum contribution, the difference between the cost of the premium and the cap, not to exceed the IRS limits, will be deposited into the HSA. Any dollars remaining from the premium cost and the District's maximum contribution and the HSA contribution, said amount shall be included in the pool outlined above.

It is understood and agreed any employee eligible for insurance coverage under any plan offered by OEBB but who does not meet the requirement for eligibility under this contract will not be eligible to receive any District contribution. Furthermore, by enrolling in any of the plans he/she agrees to a payroll deduction for the full premiums of selected plans including any administrative fees.

Upon entering into OEBB the benefit program(s) identified shall be provided only in accordance with the underwriting rules and regulations set forth by the carrier(s) in the policy/policies retained by the policyholder.

- D. Employees providing proof of coverage under another employer-sponsored medical insurance plan per OEBB requirements may elect to waive some or all of the benefits provided in Section A above. Unused premium cap dollars may be deposited into the adopted HRA VEBA plans offered and administered by the Voluntary Employees' Beneficiary Association Trust for Public Employees in the Northwest. The Standard HRA Plan shall be integrated with the District's or another qualified group health plan. The District shall remit contributions on behalf of eligible employees who are enrolled in or covered by such qualified group health plan and any other contributions that may be permitted by applicable law from time to time. Annually, unused HRA contributions

shall be deposited into a VEBA account to provide benefits after a participant separates from service or retires. The District agrees to contribute to the Plans on behalf of all employees in the bargaining unit defined as eligible to participate in the Plans. Each eligible employee must submit a completed and signed Enrollment Form to become an eligible participant and become eligible for benefits under the Plans. Employer contributions shall include all (100%) of unused/excess monthly benefit dollars on behalf of such employees.

- E. In the event that OEBB requires Districts to transition to a tiered rate insurance plan model, or if any changes in state and/or federal law result in any penalty and/or tax charged to the District and/or employee(s), directly, or indirectly by any entity, the parties agree to re-open negotiations within 20 days with respect to any such benefit provision causing the penalty and/or tax.

The parties further agree such a re-opening shall not give either party the right to re-open or demand the re-opening of negotiations on any other terms or provisions of this Agreement not affected by the provisions causing the penalty and/or tax situation. The parties will re-open the necessary provisions in this Article under ORS 342.712, but agree to reduce the negotiation time line to 60 days.

- F. The parties agree to establish a joint committee made up of three (3) representatives each to investigate and study making a transition to a tiered rate insurance plan. The committee will convene no later than January 2, 2022 and will complete its study and investigation no later than June 30, 2023.

## **ARTICLE 27 - EXTRA DUTY**

- A. The Board reserves the right to determine which of those extra-duty positions listed on the compensation schedule for extra duty may or may not be assigned. The Board retains the absolute right to determine individual assignments and non-renewals and dismissals. Such matters are not grievable nor subject to an unfair labor practice complaint for breach of contract. However, any action taken shall have no effect on that employee's regular employment status or teaching evaluation.
- B. 1. Extra-duty positions except Head Coaches, shall first be posted for ten (10) days first offered to qualified applicants in the bargaining unit. Applicants may be accepted from outside the bargaining unit when those applicants are more qualified, however non-bargaining unit members will not be paid more than the negotiated amount.
2. If the District is unable to find a qualified outside candidate, the District may appoint a qualified teacher to fill the position on a one-year basis. Teachers who have volunteered and been accepted to fill extra-duty positions may decline the request to fill additional extra-duty positions.
- C. The District shall be allowed to fill the positions listed under "Supportive Duties" with unpaid community volunteers prior to offering the positions to District employees. If the District cannot fill the position with community volunteers, then the District shall first offer the paid positions to District employees and if the positions are still unfilled, then

the paid positions may be offered to members of the community, however non-bargaining unit members will not be paid more than the negotiated amount.

- D. The extra-duty compensation shall be based on the BA-1 step and increased by the same percentage the base salary increases during each year of the Agreement. If the District uses individuals who are not part of the bargaining unit, then the District may establish the rate of pay (including volunteers) as long as the District does not pay the individual more than would have been paid to a bargaining unit member.
- E. Extra-duty compensation shall be paid according to the following schedule:

The amount allocated for each extra-duty position shall be increased by four percent (.04) for each three (3) years of continuous duty by an individual teacher in the same extra-duty position for a maximum of three (3) steps.

**F. Extra-Duty Schedule\***

<u>PACIFIC</u>		<u>JUNIOR HIGH</u>	
Athletic Director	11.3%	Basketball 7th	7.2%
Cross Country	11.3%	Basketball 8th	7.2%
Volleyball, Head	11.3%	Drama	2.3%
Assistant	8.0%	Track 7th	7.2%
Basketball, Head	11.3%	Track 8th	7.2%
J.V.	9.0%	Volleyball 7th	7.2%
Frosh	8.0%	Volleyball 8th	7.2%
Wrestling, Head	11.3%	Wrestling	7.2%
Baseball, Head	11.3%	Cross Country	7.2%
Drama/Play	3.3%	Knowledge Bowl	3.3%
Annual	6.0%	Annual	4.0%
Rally & Pom Pom	9.6%	Student Council	2.0%
Paper	3.3%	JNHS	2.0%
Vocal	3.8%		
Instrumental	9.6%		
FBLA	5.5%		
Track, Head	11.3%		
Assistant	8.0%		
Soccer, Head	11.3%		
Drivers Education	11.0%		
Knowledge Bowl	5.5%		
Student Council	6.0%		
Senior Advisor	6.0%		
(includes Graduation and Senior Trip)			
Robotics	6.0%		
NHS	3.3%		

**SUPPORTIVE DUTIES 2021-2023**

Any group charging admission for the supervision out of fees, excluding officials and custodians.

High School Basketball	
Timekeeper	\$17/game
Scorer	\$17/game
Junior High Basketball	
Timekeeper	\$12.50/game
Scorer	\$12.50/game
Chaperone Bus	
within 50 miles	\$50/trip
over 50 miles	\$70/trip
over 100 miles	\$90/trip

Chaperones for assigned school employees after-school activities \$20/hour  
 (includes elementary non-school teachers) employees \$12.50/hour

Concession Supervisor:  
 \$23/hour (bargaining unit member)  
 \$12.50/hour (other)

*\*This schedule may, at the request of the Association, be opened to add Assistant Coach if the District determines Assistant Coach will be hired.*

## **ARTICLE 28 - COMPENSATION**

- A. Teacher compensation for regular teaching duties for the 2021-2022 and 2022-2023 school years shall be in accordance with Appendix A-1 (increased by 3.0%) and Appendix A-2 (increased 3.0%) respectively, which by this reference is made part of this contract.
- a. An MA +30 shall be added to the salary schedule on Appendix A and Appendix B consistent with current cell spacing (4%). Any/all currently qualified licensed employees shall be moved to this column beginning in the 2019-20 school year. Any qualified licensed employee newly hired for the 2019-20 school year and all subsequent years shall be placed on the schedule consistent with this modification.

- b. Add steps to the following columns:

BA + 24	Step 13
BA + 45	Step 14
BA + 60/MA	Step 15
MA + 30	Step 16

All staff that was on step 12 in the 2020-2021 school year will move to step 13 in the 2021-22 school year. This does not affect the BA column. Steps are approximately 4%, so many of the staff would receive a 7% raise. An MA + 15 column will not be added.

- c. Teachers will receive a \$500 COVID stipend in the 2021-2022 and 2022-2023 school years. This will be divided in 12 monthly payments.
- B. Teachers coming into the system shall be allowed up to ten (10) years of prior experience on a year-for-year basis.
1. The Superintendent retains the right to grant more than ten (10) years of service, but in no case shall an employee be granted more teaching experience than actually earned. When hiring an employee with a professional technical license, said employees may be given a year credit for every two years of experience relevant to the teacher's anticipated job assignment.
- C. Salaries will be paid in twelve (12) monthly installments to be paid on the 23rd of the month. End-of-year payment will not be made until all work has been completed and records are filed. Licensed Employees will receive their June check on their last scheduled working day and the balance of their salaries (July and August checks) will be paid on June 23rd.
- D. Schedule Advancement
1. Teachers shall advance horizontally on the salary schedule in accordance with the required hours and degrees. Verification of completed hours shall be by official grade slips or transcripts registered in the Superintendent's office.
2. Teachers shall advance one (1) step each year as the normal increment advance for teaching experience.

- E. The District will pick-up the employee's six percent (6%) contribution to PERS/OPSRP required-by ORS 238.200 and ORS 238A.330. The full amount of required employee contributions/payments "picked up" will be considered as "salary" within the meaning of ORS 238.005(21) and ORS 238A.005(16)(b)(F) with respect to PERS/OPSRP for the purpose of computing an employee member's "final average salary" within the meaning of ORS 238.005(8) and ORS 238A.130. any amount picked up will be considered to be employee contributions for all purposes under Chapter 238 and Chapter 238A. 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.

## **ARTICLE 29 - SAVINGS CLAUSE**

If any provision of this Agreement or any application of this Agreement is held to be contrary to law, then such provisions or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect. Provisions of this Agreement that become invalid during the contract period due to changes in the law shall be renegotiated pursuant to ORS 243.712 except that the initial timeline shall be reduced to ninety (90) days.

## **ARTICLE 30 - TEACHER EVALUATIONS**

- A. In developing and administering the evaluation of teachers shall be in accordance with ORS 342.850, ORS 342.856 and adopted Board policy which shall not be changed, except by mutual agreement, during the life of this agreement.
- B. District evaluation forms and procedures will be given to all teachers during first week of employment.
- C. At any time the supervisor determines a bargaining unit member's performance is unsatisfactory, he/she will be notified and given an opportunity to correct the deficiency prior to being placed on a program of assistance. Any alleged violations of this section may not be grieved beyond the Board level. Student test scores will not be used for placing a teacher on a plan of assistance, or for non-extension or non-renewal.
- D. The Association shall be notified by the District contemporaneously with the notification to the teacher, when the teacher is placed on a program of assistance for improvement. A program of assistance for improvement will be developed between the teacher and the District, and, when requested by the teacher, the Association.
- E. All follow up meetings with employees on programs of assistance shall be held:
  1. At the end of the contract day, or
  2. During the employees scheduled preparation period if it occurs at the end of the day, or
- F. 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 non-renewal, non-extension, or dismissal hearing.

## **ARTICLE 31 - TERM OF AGREEMENT**

- A. This Agreement shall be effective upon ratification and shall be binding on the Board, the Association and its respective members and shall remain in full force and effect through June 30, 20021 provided, however, it shall be renewed automatically on its termination date for (1) year unless during the life of the agreement one party gives written notice to the other party before its current expiration date, of its intention to terminate, amend, or modify the contract.
- B. Two copies of the professional Agreement shall be prepared for signatures and signed within thirty (30) days of final agreement. For the purpose of records, one copy shall be retained by the District and one by the Association.
- C. On or before January 15, 2022, the party wishing to reopen the contract shall notify the other of its intent to bargain. By January 30, 2022, the parties shall determine the style of bargaining to be used.
- D. If, by the agreement of both parties, the labor contract negotiations are conducted during the regular teaching time, the Board agrees that the teachers designated as labor negotiators (not to exceed three) shall be released from regular teaching duties without the loss of pay, provided, however, the Association and Board will equally share the expense of any substitute hired to replace the designated negotiator.

**For the District:**

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**Board Chair**

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**Date**

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**For the Association**

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**Date**

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**For the Association**

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**Date**

## 2021-22 Pay Scale

	BA	BA + 24	BA + 45	BA + 60/MA	MA + 30
Step 1	36,317	37,770	39,281	40,852	42,486
Step 2	37,770	39,281	40,852	42,486	44,185
Step 3	39,281	40,852	42,486	44,185	45,952
Step 4	40,852	42,486	44,185	45,952	47,790
Step 5	42,486	44,185	45,952	47,790	49,702
Step 6	44,185	45,952	47,790	49,702	51,690
Step 7	45,952	47,790	49,702	51,690	53,758
Step 8	47,790	49,702	51,690	53,758	55,908
Step 9	49,702	51,690	53,758	55,908	58,144
Step 10	51,690	53,758	55,908	58,144	60,470
Step 11	53,758	55,908	58,144	60,470	62,889
Step 12	55,908	58,144	60,470	62,889	65,405
Step 13		60,470	62,889	65,405	68,021
Step 14			65,405	68,021	70,742
Step 15				70,742	73,572
Step 16					76,515

## 2022-2023 Pay Scale

	BA	BA + 24	BA + 45	BA + 60/MA	MA + 30
Step 1	37,407	38,903	40,459	42,077	43,760
Step 2	38,903	40,459	42,077	43,760	45,510
Step 3	40,459	42,077	43,760	45,510	47,330
Step 4	42,077	43,760	45,510	47,330	49,223
Step 5	43,760	45,510	47,330	49,223	51,192
Step 6	45,510	47,330	49,223	51,192	53,240
Step 7	47,330	49,223	51,192	53,240	55,370
Step 8	49,223	51,192	53,240	55,370	57,585
Step 9	51,192	53,240	55,370	57,585	59,888
Step 10	53,240	55,370	57,585	59,888	62,284
Step 11	55,370	57,585	59,888	62,284	64,775
Step 12	57,585	59,888	62,284	64,775	67,366
Step 13		62,284	64,775	67,366	70,061
Step 14			67,366	70,061	72,863
Step 15				72,863	75,778
Step 16					78,809



