

**2016-
2019**

COLLECTIVE BARGAINING AGREEMENT

Between: East County Bargaining Council/Centennial Education Association
and Centennial School District

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PREAMBLE

CONTRACT BETWEEN

THE EAST COUNTY BARGAINING COUNCIL

and

CENTENNIAL SCHOOL DISTRICT NO. 28

2013-2016

This Agreement is entered into between the Board of Education on behalf of Centennial School District No. 28, herein referred to as the "Board" or "District," and the East County Bargaining Council, herein referred to as the "Council." The Centennial Education Association is herein referred to as the "Association." All professional personnel of the bargaining unit are herein referred to as "members."

The purpose of this Agreement and the intent of the parties hereto is to set forth the full agreement between the parties concerning salaries, related economic benefits and conditions of employment for the period of time defined herein.

1 **Article 1**

2
3 **Recognition**

4
5 1.1 **Bargaining Representation**

6
7 The Board recognizes the East County Bargaining Council as the exclusive collective
8 bargaining representative with respect to economic benefits and other conditions of
9 employment to the extent required by Oregon Law, Chapter ORS 243.650 to 243.782,
10 for the term hereof for all employees in the bargaining unit defined as follows:

11
12 1.1.1 Full-time or part-time members employed by the District, who are required, as a
13 condition of employment, to possess an academic certificate, license, degree, or
14 the equivalent, issued by TSPC, the State of Oregon, an institution of higher
15 education, or a professional society, or anyone who performs the functions
16 reserved (under OAR 584-036-0011) for employees who hold such professional
17 or academic credential.

18
19 1.1.2 Members who retire during the school year and are hired to complete the year on
20 a temporary contract shall be members of the unit for the term of that temporary
21 contract. They will receive and are eligible to use one paid sick leave day per
22 month worked on the extended contract. They are not entitled to insurance
23 benefits, other paid leaves, or tuition reimbursement and will not have
24 deductions/contributions made toward PERS/OPSRP. They are not covered by
25 Articles 8 and 10. Except in cases where members on RIF are eligible and
26 qualified to fill mid-year positions, the District will give members who want to
27 retire during the school year an opportunity to apply to complete the year on a
28 temporary contract. Upon request to complete the year, the District will have
29 twenty (20) working days to approve or reject the members' request. Members
30 may withdraw their letter of intent within ten (10) working days of notification of
31 the District's decision.

32
33 1.1.3 Retirees hired for subsequent school year(s) after the year of their retirement are
34 members of the unit. They are eligible for one paid sick leave day per month.
35 They are not entitled to insurance benefits, other paid leaves and tuition
36 reimbursement and will not have deductions/contributions made toward PERS.
37 The District may stipulate the term of employment for retirees except that in no
38 case shall re-employment extend beyond the limit that allows the retiree to
39 remain eligible for PERS benefits.

40
41 1.1.4 Rehired retirees may defer any contractual early retirement benefits for which
42 they are eligible until the end of the work contract, or, at their option, they may
43 elect to take their early retirement benefits at the time of their retirement.

44
45 1.2 Part-time members shall receive the full rights and privileges of this Agreement except
46 that their benefits on economic items (salary, insurance, tuition, paid leaves) shall be in
47 proportion to the amount of time they are employed. If step (experience) credit on the
48 salary schedule is provided for all members, members who work less than 0.5 FTE
49 shall receive one (1) step for each two (2) years of experience.

50

- 51 1.3 The Board agrees not to negotiate with or recognize any other employees' organization
52 other than the Council for the duration of this Agreement.
53
- 54 1.4 For this contract, the following definitions apply unless otherwise indicated:
55
- 56 1.4.1 Member: All unit members represented by the Bargaining Council in the
57 bargaining unit as defined in Section 1.1 above.
58
- 59 1.4.2 Probationary: A member who has not completed the probationary period. A
60 member is probationary for his/her first three years of employment.
61
- 62 1.4.3 Substitute: Anyone employed to take the place of a regular member who is
63 temporarily absent for less than ninety (90) consecutive workdays in the same
64 school year.
65
- 66 1.4.4 Temporary:
67
- 68 1.4.4.1 Anyone employed to take the place of a regular member who is
69 temporarily absent and whose employment extends ninety (90)
70 workdays or more. Such an employee shall be included in the unit
71 starting with the ninetieth (90th) workday or as soon as the District
72 becomes aware that their employment will extend ninety (90) workdays
73 or more, whichever comes earlier.
74
- 75 1.4.4.2 Anyone contracted on a temporary basis for ninety (90) workdays or
76 more. Such an employee shall be included in the unit from the beginning
77 of their employment.
78
- 79 1.4.4.3 Vacancies identified after August 15 may be posted as temporary. Such
80 an employee shall be included in the bargaining unit from the beginning
81 of their employment.
82
- 83 1.4.4.4 The Human Resources office will notify the OEA office with a copy of the
84 notification to the CEA President when a temporary employee exceeds
85 90 days of employment.

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ARTICLE 2

GRIEVANCE PROCEDURES

2.1 A determined effort shall be made to settle grievances at the lowest possible level in the established procedure. There shall be no suspension of services or interference with the operation of the school system during the time which is necessary to get a resolution of the problem causing the grievance. Meetings of discussions involving grievances shall not interfere with member duties or classroom instruction. Both parties agree that the grievance proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

2.2 For the purpose of this Agreement, certain terms or conditions need to be defined:

2.2.1 Grievant: A member or members of the bargaining unit or Association who initiates complaints.

2.2.2 Grievance: The difference of opinion by a member, a group of members or the Association regarding the meaning, interpretation or application of this Agreement.

2.2.3 Right to Representation: The grievant may be represented or accompanied by a witness at all stages of the grievance procedure. This representative or witness may be a member of the Association or other individual chosen by the grievant. The Association shall have the right to be present and to state its view at all stages of the grievance procedure beyond the informal level. The Association shall have the right to receive copies of all grievance correspondence and documents. The grievant shall have the right to receive all readily available necessary documents. All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file.

2.2.4 Written Grievance: A written grievance should include the facts upon which the grievance is based and the contract article(s) allegedly violated, the issues involved and the relief sought.

2.3 Grievances will be processed in the following manner and within the stated time limits. The time limits stated herein shall be interpreted to mean "workdays."

2.3.1 The time limits established in this procedure may be reduced by mutual agreement.

2.3.2 The time limits specified may, however, be extended by mutual written agreement.

2.3.3 If a grievance is filed after June 1, time limits shall be counted in calendar days until the end of the school year. During the summer, time limits shall be counted in District workdays, when the District office is open for business.

51 2.3.4 For members who meet the definition of “teacher” under the provisions of ORS
52 342.815(9) and pursuant to ORS 342.895(5), no moratorium shall be placed on
53 grievance timelines while a member is on a program of assistance, except that
54 while a member is on a program of assistance:

55
56 2.3.4.1 No grievance or other claim of violation of applicable evaluation
57 procedures, or fundamental unfairness in a program of assistance for
58 improvement shall be filed while a teacher is on a program of assistance.
59 Grievances based on other portions of the contract may be filed.
60

61 2.3.4.2 This moratorium shall end when the plan of assistance is completed.
62 The member/Council will, then, have twenty (20) workdays to
63 file/continue grievances that were subject to that moratorium.
64

65 2.4 Informal Level
66

67 The grievant shall promptly attempt to resolve the potential grievance informally with
68 his/her/their principal or immediate supervisor. The grievant shall request a meeting
69 with the principal or immediate supervisor in writing, including in the request a
70 statement that the purpose of the meeting is to resolve the grievance at the informal
71 level. If the principal or immediate supervisor does not have the authority to resolve the
72 problem, he or she shall immediately notify the grievant of that fact and direct the
73 grievant to the supervisor who has authority to resolve the problem. If the grievant has
74 been directed by his or her supervisor to another administrator with authority to resolve
75 the problem, the grievant will proceed to Level One with the supervisor to whom he or
76 she has been referred.
77

78 2.5 Level One
79

80 If the potential grievance is not resolved informally, it shall be reduced to writing by the
81 grievant who shall submit it to the appropriate supervisor as determined in 2.4 above. If
82 the grievant does not submit the grievance to the appropriate supervisor as determined
83 in 2.4 above in writing within twenty (20) workdays after the facts upon which the
84 grievance is based first occur or first become known to the grievant, the grievance shall
85 be deemed waived.
86

87 2.5.1 The supervisor to whom the written grievance was directed shall reply in
88 writing to the grievant within five (5) workdays after receipt of the written
89 grievance.
90

91 2.6 Level Two
92

93 If the grievant is not satisfied with disposition of his/her/their grievance at Level One,
94 or if no decision has been rendered within five (5) days after the presentation of the
95 written grievance, he/she/they may file the grievance with the superintendent five (5)
96 workdays after the decision at Level One or ten (10) days after the written grievance
97 was presented to the supervisor as determined in 2.4 above. If the grievant does not
98 submit his/her/their written grievance to the superintendent within these specified time
99 limits, the grievance shall be deemed waived.
100

101 2.6.1 The superintendent or his designated representative shall thoroughly review

102 the grievance, arrange for necessary discussion and give written answer no
103 later than ten (10) workdays after receipt of the grievance.

104
105 2.7 Level Three Arbitration

106
107 2.7.1 If the member of the bargaining unit is not satisfied with the decision at Level
108 Two, he/she may submit his/her grievance to the Council within five (5)
109 workdays and the Council shall determine if the Council will support the
110 grievance through arbitration.

111
112 2.7.2 Grievances that are arbitral as hereafter provided and not settled at Level Two
113 may be appealed to arbitration by delivering written notice of a request for
114 arbitration to the superintendent within fifteen (15) workdays of receipt of the
115 decision of Level Two.

116
117 2.7.3 When a request has been made for arbitration, the parties or their designated
118 representatives shall attempt to select an impartial arbitrator. Failing to do so,
119 they shall, within ten (10) workdays of the appeal, jointly request the
120 Employment Relations Board to submit a list of five (5) arbitrators who are
121 also listed with the American Arbitration Association. As soon as the list has
122 been received, the parties or their designated representatives shall determine
123 by lot the order of elimination and thereafter each shall, in that order,
124 alternately strike a name from the list and the fifth and remaining name shall
125 be the arbitrator. After the selection of the arbitrator has been made,
126 American Arbitration Association rules shall apply.

127
128 2.7.4 The arbitrator shall schedule a hearing on the grievance and, after hearing
129 such evidence as the parties desire to present, shall render a written decision
130 to the member of the bargaining unit, the Council and the District. The arbitrator
131 may not add to, subtract from or amend the terms of this Agreement. A
132 decision of the arbitrator shall be binding on the parties.

133
134 2.7.5 The costs for the services of the arbitrator, including per diem expenses, if any,
135 and actual necessary travel, subsistence expenses and cost of the hearing
136 room shall be borne equally by the District and the grievant. Any other
137 expenses incurred shall be paid by the party incurring same.

138
139 2.8 No Reprisals

140
141 There shall be no reprisals against any employee utilizing the grievance procedures,
142 or to a party of interest thereto, by the Board or any employee of the School District.

143
144 2.9 Cooperation

145
146 The District shall promptly furnish information or documents requested by the
147 Association in order to process the grievance in accordance with the PECBA.

148
149 2.10 Association Grievance

150
151 2.10.1 If a grievance affects members in more than one building, the Association may

152 submit such grievance in writing to the superintendent/designee directly and
153 the processing of such grievance shall be commenced at Level Two. The
154 Association may process such a grievance through all levels of the grievance
155 procedure even if the grievant does not wish to do so.

156
157 2.10.2 If a grievance arising from action or inaction on the part of a member of the
158 administration at a level above the principal or immediate supervisor, the
159 grievant will submit such grievance in writing to the superintendent/designee
160 and the Association directly and the processing of such grievance will be
161 commenced at Level Two. The Association may process such a grievance
162 through all levels of the grievance procedure even if the grievant does not wish
163 to do so.

164
165 2.11 Separate Grievance Files

166
167 All documents, communications and records dealing with the processing of a
168 grievance shall be filed in a separate grievance file

169
170 2.12 Any resolution between a grievant and the District that deviates from the contract is not
171 final unless the Council President/designee and superintendent/designee sign off.

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ARTICLE 3

MANAGEMENT RIGHTS

- 3.1 The District, on its own behalf and on behalf of the electors of 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 the Constitution of the State of Oregon. Such powers, rights, authority, duties and responsibilities shall include but are not limited to:
- 3.1.1 The executive management and administrative control of the school system and its properties and facilities.
 - 3.1.2 The hiring of all employees and, subject to the provision of law and this Agreement, to determine their qualifications and the conditions of their continued employment or their dismissal or demotion and promotion and transferring all such employees.
- 3.2 The exercise of the foregoing powers, rights, authority, duties and responsibilities by the District, the adoption of policies, rules, regulations and practices shall be limited only by the specific terms of this Agreement and then only to the extent that such specific terms are in conformance with the Constitution and laws of the State of Oregon.
- 3.3 If any provision of Article 3 conflicts with any other provision of a contract article, the other article shall control.

1 **ARTICLE 4**

2
3 **ASSOCIATION/COUNCIL RIGHTS**

4
5
6 4.1 Released Time for Meetings

7
8 Whenever any member is requested or required by the District to participate during
9 working hours in conferences or meetings he/she shall suffer no loss in pay.

10
11 4.2 Use of School Buildings

12
13 4.2.1 The Association/Council and its representatives shall have the right of access to
14 school buildings for purposes of Association/Council activities related to
15 Centennial District subject to the following conditions:

16
17 4.2.1.1 Buildings may not be used during the summer when school is not in
18 session without approval of the superintendent or his designee.

19
20 4.2.1.2 There must not be any interference with regular school programs.

21
22 4.2.1.3 The Association/Council must notify and receive approval in advance
23 from the principal prior to usage.

24
25 4.2.1.4 The Association/Council will be bound by Board Policy regarding any
26 facility within a building that has specific public usage restrictions or
27 requires Board approval prior to use.

28
29 4.3 Use of School Equipment

30
31 Any Association member conducting Association business shall have the right to use
32 equipment in the school buildings at reasonable times when such equipment is not
33 otherwise in use. The principal will approve the use of school-owned equipment. The
34 Association shall pay for the reasonable cost of all materials and supplies incidental to
35 such use and for repairs necessitated as the result of Association neglect or misuse.

36
37 4.4 Bulletin Board

38
39 4.4.1 The Association/Council shall have in each school building, the use of a bulletin
40 board in each faculty lounge.

41
42 4.4.2 The Association/Council may have the use of a second bulletin board provided
43 they purchase it and it is removable without major wall damage. The principal
44 may approve the workmanship, location and size of the second board.

45
46 4.5 Right to Speak at Meetings

47
48 Upon request, an Association/Council representative shall be allowed to speak at the
49 conclusion of any faculty or other professional meeting, subject to notification of the
50 person in charge of the meeting. If the faculty or professional meeting prevents an

51 Association meeting, the Association shall be allowed to hold it meeting ten (10)
52 minutes prior to the end of the teacher workday and make such an announcement of it
53 at the end of the faculty meeting. Attendance at such presentation shall be voluntary,
54 and shall not be considered a reduction in planning time.
55

56 4.6 Non-Interference
57

58 In accordance with the PECBA, the District shall not interfere with Association/Council
59 representatives in the exercise of their rights and responsibilities under the law as
60 agents of the exclusive bargaining representative.
61

62 4.7 Right to Information
63

64 4.7.1 Upon request, the Board agrees to furnish to the Association/Council all
65 information necessary for its functioning as exclusive bargaining representative
66 pursuant to the terms of the PECBA.
67

68 4.7.2 Upon request, the Board will provide the Association/Council with any documents
69 and/or data that will assist it in developing intelligent, accurate, informed and
70 constructive programs on behalf of members together with any other available
71 information which may be necessary for the Association/Council to formulate
72 programs or process grievances under this Agreement.
73

74 4.7.3 The Association/Council will be provided with the names and addresses of all
75 new members and all retiring employees as soon as such information is
76 available. Changes of address, marital/domestic partner status, etc., normally
77 reported to the district to assure accurate records, will be forwarded to the
78 Association/Council each month.
79

80 4.8 Use of School Mail Systems
81

82 4.8.1 The Association/Council will have the use of school mailboxes and the
83 interschool mail/internet system, as long as it is in effect district-wide and as
84 long as all such mail or material is identified as Association/Council business.
85

86 4.8.1.1 Such Association/Council mail or material shall remain
87 confidential and shall not be monitored and/or reviewed by the
88 District, its representatives or its contracted service providers.
89

90 4.8.1.2 If the parties fail to reach a successor Agreement prior to the
91 expiration date of this current Agreement, the
92 Association's/Council's right to use the District intranet system shall
93 continue unless and until the parties enter into the "30-day cooling
94 off period" of bargaining.
95

96 4.8.1.3 The Association shall refrain from using the District mail and/or
97 intranet system for political purposes except as allowed by law.
98
99

100 4.9 Association/Council Letter of Representation
101
102 The Association/Council will have the right to prepare and provide a letter informing all
103 newly hired members that the Council is recognized as the exclusive negotiating
104 representative for all members identified in the Agreement. The letter will be provided
105 by the Association/Council to the District by June 1 to be transmitted to the new
106 member personally, when the member picks up material from the Office of Human
107 Resources, or by mail. Delivery shall be completed prior to the first day students
108 officially return to the school in the fall.
109
110 4.10 Member Information
111
112 The District shall provide the Association President with a list of all members' names,
113 phone numbers, and assignments by building and FTE status by October 10. The
114 District shall supply the Association with an updated copy of this list halfway through
115 the school year. In addition, a seniority list including licensure and endorsements
116 shall be provided by December 1 (with recognition that licensure and endorsement
117 status changes frequently as licenses are renewed by individual teachers).
118
119 4.11 Orientation Programs
120
121 The Association shall be provided the opportunity for input in District level
122 member orientation programs.
123
124 4.12 Association/Council Leave
125
126 4.12.1 The Board shall provide seventy-five (75) days of release time for the
127 Association President or his/her designee to perform their functions as
128 Association/Council representatives for the purpose of negotiations,
129 grievances and contract maintenance. The Association/Council shall
130 reimburse the District for all costs of substitute salary, fixed charges, etc. The
131 days are non-accumulative and must be used or lost during the year granted.
132 Use will be limited to a maximum of four (4) days in any one month per
133 member. The principal or supervisor shall be notified one (1) week prior to
134 the release day except for emergencies.
135
136 4.12.2 In addition, the District shall approve, upon request, half-year or full-year
137 leaves of absence for a member elected or appointed to serve in an
138 OEA state position if a suitable temporary replacement can be obtained.
139 OEA shall reimburse the District for all costs of temporary salary, fixed
140 charges, etc.
141
142 4.13 Association/Council Dues
143
144 4.13.1 In accordance with the member's authorization, the District will deduct one-
145 tenth (1/10) of CEA-ECBC-OEA-NEA dues from the regular salary check of
146 the employee each month for ten (10) months, beginning in October and
147 ending in July each year. For the months of October and November, the
148 District will remit one-half (1/2) of CEA annual dues each month to the
149 Association and send all remaining money to OEA-NEA. For the months of

- 150 December through July, the District will send all money obtained through
151 appropriate dues deductions to the OEA-NEA.
152
- 153 4.13.2 Deductions for members who join the Association after the start of the school
154 year will be appropriately prorated so that payments will be completed by the
155 following July.
156
- 157 4.14 Fair Share
158
- 159 4.14.1 The Board and the Association/Council at the District shall deduct the fair
160 share amount of dues for the united teaching profession (NEA-OEA- ECBC-
161 CEA) from the salary of each member of the unit who is not a member of the
162 Council as of October 15. Dues for People for Improvement of Education
163 (PIE) and NEA Fund shall not be collected as part of Fair Share payment.
164
- 165 4.14.2 The Association/Council agrees to submit a list of all nonmembers from
166 whom the District shall deduct the Fair Share payment and the amount to be
167 deducted from each to the payroll clerk by the October 15 deadline.
168
- 169 4.14.3 The Association/Council agrees to submit a list of nonmembers making
170 payment to a non-religious charity or to another charitable organization as
171 permitted by ORS 243.666 (1) to the superintendent's office not later than
172 October 15 of the current school year.
173
- 174 4.14.4 The Association/Council agrees to hold the District harmless against any and
175 all claims, suit orders or judgment brought against the District as a result of
176 this Section.

1 **ARTICLE 5**

2
3 **MEMBER RIGHTS**

4
5 5.1 Representation

6
7 5.1.1 Upon request, a member may have a representative of the Association
8 present to advise and represent him/her during any meeting where a member
9 is required to appear before any administrator, superintendent or Board
10 member concerning the member's dismissal, non-renewal, suspension with
11 or without pay, or a written reprimand, or in any such meeting which the
12 employee reasonably believes may lead to disciplinary action.

13
14 5.1.2 Evaluation conferences are excluded from the application of 5.1.1.

15
16 5.1.3 In the case of programs of assistance, a draft of the program of assistance
17 will be initially reviewed and discussed and will not be finalized and a
18 member' signature on the program required until at least five (5) working
19 days after the initial presentation of the program. The member may bring a
20 representative of his or her choice to the meeting to finalize the program of
21 assistance as long as the representative confines his/her role to (a) inquiring
22 about the subject matter of the meeting to follow; (b) during the discussion
23 between the employee and the administrator, the representative may
24 participate only to the extent of seeking clarification of portions of the
25 program; (c) before the end of the meeting, the representative may suggest
26 to the administrator other assistance to be provided and may describe
27 mitigating circumstances or problems.

28
29 5.1.4 When a request for representation is made under 5.1.1, the meeting shall be
30 delayed no longer than two work days in order for the employee to obtain
31 representation, unless a longer delay is agreed to by the District and the
32 Council.

33
34 5.1.5 The Superintendent or designee may place a member on paid administrative
35 leave if the superintendent or designee determines it is in the best interest of
36 the District.

37
38 5.2 Member Discipline

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40 5.2.1 No member in the bargaining unit shall be disciplined, reprimanded or
41 reduced in rank or basic salary without just cause. All information forming
42 the basis for disciplinary action will be made available to the member and the
43 Association / Council at the member's request. Any violation of this provision
44 may be used as a basis for a grievance; however, this Article does not apply
45 to the dismissal of permanent or probationary members or the non-renewal of
46 probationary members' contracts (such matters are excluded because they
47 are governed by the Fair Dismissal Law) nor does it apply to assignment to
48 or retention in Extended Duty assignments. However, the District will not
49 remove a member from an extra duty assignment during the term of the
50 assignment without providing a rationale.

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5.2.2 No member in the bargaining unit shall be dismissed or removed from employment without due process. Due process for the purpose of this section is defined as:

5.2.2.1 Upon a written request, the member will be given the reasons and given the information forming the basis for such action in writing prior to any final action.

5.2.2.2 The member will have an opportunity to respond to the charge.

5.2.2.3 The member will have an opportunity to discuss the matter with his/her supervisor.

5.2.2.4 Upon request, the member shall be allowed a hearing with the Board as required by the Fair Dismissal Law.

5.3 Personal Life

The personal life and/or conduct of a member is an appropriate concern for attention by the Board only if it affects the performance of his/her contractual duties.

5.4 Criticism of Members

Any negative question or criticism of a member and/or his/her instructional methodology by a supervisor or other administrator, shall be made in private, not in the presence of or to students, parents, members of the community, or unit members (exclusive of the Association representation).

5.5 Nondiscrimination

The Council and the District affirm their adherence to the principles of free choice and agree that they shall not discriminate against any member because of age, race, color, religion, creed, gender, sexual orientation, politics, national origin, handicap, membership or non-membership in the Council.

5.6 Association Activities

Members shall have the right to join, assist and participate in the Association/Council and its legal activities. The District will advise all newly employed members at the time of their employment that the Council is their exclusive bargaining representative. There shall be no reprisal against any member for participation in Association activities.

5.7 Personal Property

5.7.1 The District will provide and employees will use locked storage to store valuable personal property when not in use. Such storage shall be reasonably accessible to each member's work station.

101 5.7.2 Members must obtain written District permission to bring personal property
102 onto work sites except those items that are routinely necessary to complete
103 their work assignment.
104

105 5.8 Electronic Surveillance

106

107 5.8.1 The primary purpose of electronic surveillance is to ensure that safety of
108 employees, students and visitors to district property, and to safeguard district
109 facilities and equipment.
110

111 5.8.2 Video cameras and other electronic surveillance equipment may be used in
112 areas as deemed appropriate by the superintendent in order to provide safe
113 and secure learning environments for students and employees.
114

115 5.8.3 Only the superintendent or the superintendent's designee may determine the
116 additional installation of electronic surveillance beyond that which exists at
117 the time of this contract ratification. Such additional installation will be to
118 provide a safe and secure learning environment.
119

120 5.8.4 Only the superintendent or the superintendent's designee may view/listen to
121 surveillance material and information. In the case of a disciplinary action, the
122 member and his/her representative shall be provided a copy of any
123 surveillance material used as evidence.
124

125 5.9 Use of Phones and Internet Systems

126

127 5.9.1 The primary purpose of schools phones and internet systems is to enhance
128 the communication among school employees, students, parents, and the
129 community-at-large, and to access outside resources to enhance the
130 instructional program.
131

132 5.9.2 Members shall be allowed use of phone and internet systems for personal
133 business during non-instructional time including breaks, prep periods, and
134 before and after the student contact time so long as such use does not violate
135 district acceptable use policies/procedures and so long as such use is not for
136 the purpose of conducting one's own personal business for financial gain.
137 Except in the case of an emergency, personal long distance calls must be
138 made with the member's personal calling card or personal phone.
139

140 5.9.3 A copy of the District's Acceptable Use Policy/Procedures shall be
141 included in the District's employee handbook and shall be reviewed
142 annually for members.
143

144 5.10 Safe Working Conditions

145

146 5.10.1 The district shall strive to maintain a safe and healthful working
147 environment for members in accordance with state and federal
148 environmental rules and regulations.
149
150

- 151 5.10.2 Members shall be informed of situations in which employees may have been
152 or may be exposed to potentially contagious diseases, illnesses or
153 environmental hazards. When such circumstances occur, and following the
154 advice of health and environmental experts, the district will provide
155 information/training to employees regarding exposure to potentially
156 contagious diseases, illnesses or environmental hazards.
157
- 158 5.10.3 In the event that a work site is found in violation of state/federal environmental
159 standards, corrective action shall be initiated in accordance with state and
160 federal requirements.
161
- 162 5.10.4 A Safety Committee (ORS 654.176) shall exist at every building site with
163 Association designated members on the committee, in addition to complying
164 with OAR 437-004-0250. The committee shall meet at least monthly to
165 address environmental/safety problems or solutions.
166
- 167 5.10.5 By January 1, 2009, each school building shall develop a system to
168 disseminate information to members assigned to work with or supervise
169 students who (a) have a behavior plan as part of an IDEA or 504 plan, or (b)
170 are the subject of a report made to the school by the County Juvenile
171 Department, in accordance with ORS 419.015(3)(b), as soon as the District is
172 made aware of such situations. The Building Rep and CEA President will be
173 provided with a copy of each building's system by October 15.
174
- 175 5.10.6 No reprisals or discrimination shall be made to any employee who makes
176 disclosures of an unsafe or unhealthy working environment, in accordance with
177 ORS 654.062(5), OAR 839-004-0004 and OAR 839-004-0221.
178
- 179 5.10.7 The District shall provide information and assistance about disability and
180 workers compensation claims, upon request of members.
181
- 182 5.11 Technology and Equipment
183
- 184 5.11.1 The Technology Supervisor will meet with all Computer Resource Teachers
185 (CRTs) at least four (4) times a year to receive feedback on all computer issues
186 in buildings and to discuss possible changes and solutions to these problems.
187 The CRTs will provide feedback to staff in their buildings and be the conduit for
188 problem solving with the Technology Department.
189
- 190 5.11.2 The Association shall be provided opportunity to have input prior to any
191 significant changes or additions to technology systems and/or policies relating
192 to (a) member use of technology, email, and/or the internet, or (b) employee
193 supervision of student use of computers, email, and/or the internet.
194
- 195 5.11.3 The District will assume the risk for technology equipment used by any member
196 assigned to more than one building when damage or loss of said equipment
197 occurs off District property and reasonable security precautions have been
198 taken (e.g. the technology equipment is in a locked vehicle, under a seat, in a
199 trunk or locked compartment, as examples).
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5.11.4 The District will assume the risk for technology equipment used by any member when damage or loss of said equipment occurs off District property and reasonable security precautions have been taken (e.g. the technology equipment is in a locked vehicle, under a seat, in a trunk or locked compartment, as examples). The District is assuming the cost above the diminished value if they used the appropriate precautions.

1 **ARTICLE 6**

2
3 **PERSONNEL FILES**

4
5 6.1 File Maintenance

6
7 Member personnel files will be maintained in accordance with ORS 342.850. Except as
8 provided below, the file shall contain all material relevant to a member's employment
9 and shall be the sole depository for all such material. The file shall be housed in a
10 location known to the member.

11
12 6.1.1 A member's immediate supervisor may maintain a building or working file.
13 The contents of this file shall be available to the immediate supervisor, the
14 supervisor's designee(s), and, upon request, the member, and the member's
15 designee(s).

16
17 6.1.2 The District representative will store all material related to the investigation of
18 a member in a file separate from the member's personnel file. If the
19 investigation does not result in disciplinary action against the member, no
20 investigatory records shall be placed in the member's personnel file. The
21 investigatory file shall only be accessible to the member or his/her designee,
22 to the superintendent and his/her designee, to the appropriate licensing
23 agency, or upon lawful subpoena.

24
25 6.2 Confidentiality

26
27 6.2.1 Personnel files are confidential and shall only be open for inspection (in
28 accordance with ORS 342.85) by the member, persons designated by the
29 member, and persons designated by the Board.

30
31 6.2.2 Building/working files and investigatory files regarding allegations of
32 misconduct are considered personnel files for purposes of the confidentiality
33 provisions of this Agreement.

34
35 6.3 Members have the right to review and receive copies of any materials that are made part
36 of any file. Such copies will be provided within five (5) business days of the request.

37
38 6.4 A copy of any material, other than material confidential under law, will be given to the
39 member prior to its placement in the member's personnel file. This initial copy will be
40 provided at no cost to the member. The member will also sign the copy of the material
41 to be placed in the personnel file. The member's signature shall indicate that he/she
42 has read the material, but does not necessarily agree with the contents. If a member
43 refuses to sign the document, the document shall be placed in the personnel file with a
44 notation indicating the member's refusal.

45
46 6.5 All information forming the basis for discipline shall be made available to the member
47 and the Council within ten (10) work days of the member/Council's request. No
48 additional information may be presented by the District as evidence in subsequent
49 discipline/appeal proceedings except as rebuttal to evidence/testimony presented by
50 the Council.

- 51
52 6.6 The member will also have the right to submit at any time a written statement relating to
53 any of these matters and such statement shall be placed in the personnel file.
54
55 6.7 At least once during the year members will have the right to indicate those documents
56 in their file that they believe to be obsolete or otherwise inappropriate for retention.
57 Said documents will be reviewed by an appropriate member of the administration and a
58 decision made within twenty (20) working days. Evaluation and disciplinary materials
59 may not be removed.

1 **ARTICLE 7**

2
3 **COMPLAINT PROCEDURE**

4
5 7.1 A complaint shall be defined as any negative remark or criticism regarding a member
6 which is made to any member of the administration or to the Board by a parent,
7 student, or other person, which may be used in the evaluation of a member or may be
8 placed in the member's personnel file or may be used as the basis for disciplinary
9 action.

10
11 If a complaint is made that, by law or statute, requires the District to report the
12 incident/claim to an outside Federal/State agency and/or could lead to criminal charges
13 against the employee, the complaint procedure shall be suspended pending the
14 outcome of any investigation by the outside agency.

15
16 7.2 Informal Level (Optional)

17
18 7.2.1 Within five (5) work days of receiving a complaint, the administrator may
19 choose to meet and discuss the complaint informally with the member. Prior
20 to this meeting, the member shall be informed of the name of the complainant
21 and the general nature of the complaint. The principal/supervisor and
22 member shall mutually determine when a discussion of the complaint will be
23 held. The member may request representation, and the discussion shall be
24 delayed until representation is available.

25
26 7.2.2 The member may exercise the option to delay his/her response to the
27 complaint until he/she receives the complaint in writing at the formal level.

28
29 7.3 Formal Level

30
31 7.3.1 If the District intends to use a complaint in the member's evaluation or to
32 place the complaint in the member's personnel file, or to use the complaint as
33 a basis for discipline against the member, the complaint shall be reduced to
34 writing and the administrator shall conduct a formal meeting to review the
35 complaint with the member. The meeting shall be held within ten (10) days of
36 when the administrator received the initial complaint except by mutual
37 agreement between the administrator and the member.

38
39 7.3.2 Two working days prior to the formal meeting, the member shall be given a
40 copy of the written complaint and shall be informed of his/her right to
41 representation.

42
43 7.3.3 The written complaint shall be signed by the complainant or the administrator
44 and shall include all available information, including the name of the person
45 who initiated the complaint, the nature of the complaint, and the remedy
46 requested, if any, or the matter will be closed.

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48 7.3.4 The member may request a meeting with the complainant to hear the
49 complaint directly.
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51 7.4 General Provisions

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7.4.1 No member who is a recipient of a complaint shall engage in any form of reprisals against the complainant. The member must respect all confidentiality relative to such complaints and the complainant.

7.4.2 The member shall have the right to representation of his/her choice.

7.4.3 Any complaint that the administrator chooses not to discuss with the member shall not be placed in the member's personnel file, shall not be considered in the member's evaluation and shall not be used against the member in any subsequent action by the District.

7.4.4 Only complaints that are determined to be valid will be placed in the member's personnel file, used in the member's evaluation, or used as a basis for discipline.

7.4.5 If the complaint is placed in the member's personnel file, it shall include at least the following information: name of the member against whom the complaint is made, the date and the nature of the complaint, and the name(s) of the complainant(s). The member shall be supplied with a copy of the complaint. The member shall have the right to attach a written response to the complaint.

ARTICLE 8

ASSIGNMENT, VACANCIES & TRANSFERS

8.1 Assignments

8.1.1 New Members

The superintendent will give notice of assignments to new members when they are hired.

8.1.2 Notification of Returning Members

All returning secondary members will be given written notice of their course assignment five (5) workdays before the end of the work year. Elementary members will be notified by June 1.

8.1.3 Changes During the Summer

In the event changes in such assignments are made after notification, members affected will be notified as soon as known by the supervisor and be provided copies of policies and all relevant District-adopted grade/course curriculum materials. Any member subject to an involuntary change at any time from room, building, department, and/or grade level (grade K – 6) will be granted one (1) 8-hour day at the rate of twenty-five (\$25) per hour to complete the transfer if the notice of transfer occurs before August 15.

8.1.4 Changes in Assignment on or after August 15

In the event of change in such assignment on or after August 15:

8.1.4.1 If changing from room to room or building to building, the member shall have two (2) days without other responsibilities to prepare for the assignment.

8.1.4.2 If changing from grade to grade at grades K-6, the member shall have two (2) days without other responsibilities to prepare for the new assignment.

8.1.4.3 If changing from department to department at grades 7-12, the member shall have two (2) days without other responsibilities to prepare for the new assignment(s). If the change is the majority (prorated based on FTE) of the courses, the member will have release time of two (2) days. If the change is less than a majority of the assignment, the member will have release time during the affected period(s) for two (2) days.

8.1.4.4 In making any of the changes described above, the member may opt to receive compensation in lieu of days without other responsibilities or a combination thereof. Compensation shall be at

51 the rate of \$25/hour. Days without responsibilities shall be mutually
52 agreed upon with the supervisor/building principal.

53
54 8.1.4.5 If a member is given a course change(s), the member will be given
55 one (1) day without other responsibilities to prepare, or
56 compensation in lieu of the day without other responsibilities, or a
57 combination thereof.

58
59 8.1.5 Job Sharing

60
61 The District will consider requests by members to job share on the basis of
62 district wide criteria. If approved, the job share will be subject to Board
63 Policy, GCEC. The District shall notify the council two (2) weeks prior to the
64 initial reading of any change in the policy to be proposed to the Board. (See
65 attached policy – Appendix E).

66
67 8.2 Vacancies

68
69 8.2.1 Vacancy Defined

70
71 A vacancy shall mean a new or existing bargaining unit position that is
72 unfilled.

73
74 8.2.1.1 Unfilled position(s) used to place member(s) being involuntarily
75 transferred, or returned from leave or layoff, shall not be
76 considered as vacancies.

77
78 8.2.1.2 Unfilled positions that are absorbed by adjustment of staff within or
79 between buildings shall not be considered as vacancies.

80
81 8.2.2 Posting

82
83 Vacant bargaining unit and administrative positions will be posted in the
84 central office, and on the district website. During the school year, electronic
85 copies of job postings will be sent to all members. Vacancies that are to be
86 filled by staff adjustment from within the building/district will not be posted nor
87 will copies be sent to faculty representatives. Preferred skills, training,
88 experience and methodology to be considered may be identified on the
89 vacancy announcement.

90
91 8.2.3 Summer Vacancies

92
93 Vacancies occurring during the normal summer months will be posted on the
94 district's website.

95
96 8.3 Transfers

97
98 8.3.1 Transfer Defined

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100 A transfer shall be defined as the movement of a member from one building in
101 the school district to another building in the school district.

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8.3.1.1 A voluntary transfer is one that is initiated or requested by an individual member.

8.3.1.2 An involuntary transfer is one in which the member states in writing that s/he does not agree with the transfer and sees it as involuntary on the part of the member.

8.3.2 Application for Transfer

Members who desire a change in grade or subject assignment to or who desire to transfer to another building for the next school year shall file a written statement of such desire with the Human Resources Office by March 1 and shall include a summer address. Requests for transfer must be renewed annually.

8.3.3 Voluntary Transfers

When making transfers, the District will consider but not be limited to, the following criteria:

8.3.3.1 Certification and instructional requirements.

8.3.3.2 Legal requirements.

8.3.3.3 Educational attainments.

8.3.3.4 Teaching experience.

8.3.3.5 Service to District - seniority.

8.3.3.6 Personal qualifications as determined during an interview or based on the hiring administrator's personal experience working with the applicant.

8.3.4 Involuntary Transfers

8.3.4.1 The Association president shall be notified of all involuntary transfers, along with a written statement of reasons for such transfers, within ten (10) working days of such decisions.

8.3.4.2 Notice of a pending involuntary transfer will be given to the member as soon as practicable.

8.3.4.3 When a member is a final candidate for an involuntary transfer, he/she will have the opportunity to make known to the appropriate administrators his/her wishes regarding possible options.

8.3.4.4 A member receiving an involuntary transfer shall be notified in

151 writing of the reasons for the transfer at the time of the notice. A
152 member who is transferred involuntarily will be extended the
153 opportunity to meet with the superintendent/designee, the
154 appropriate building administrator, and, at the member's option,
155 union representation.
156
157 8.3.4.5 The member shall receive personal notice at least 24 hours prior
158 to the general staff being informed of an involuntary transfer.
159
160 8.3.4.6 Normally, no member shall be subject to more than two (2)
161 involuntary transfers within any five (5) year period of employment
162 in the District. This section on involuntary transfers does not apply
163 to transfers that are a result of a Reduction in Force.
164
165 8.3.4.7 Upon notification, the member will be provided information about
166 adopted curriculum materials, either how to access the materials
167 electronically, if they are available electronically, or provided the
168 materials themselves within ten (10) working days if the transfer
169 occurs before August 15th (July 8 for CTC and CPS), and within
170 five (5) working days if the transfer occurs on or after August 15th
171 (July 8 for CTC and CPS). If materials have to be ordered, orders
172 will be placed with the vendor within five (5) working days of
173 notification of transfer.

1 **ARTICLE 9**

2
3 **MEMBER EVALUATION**

4
5 9.1 Members shall be evaluated in accordance with ORS 342.850, utilizing written
6 criteria from the District Professional Growth and Accountability (PGA) model,
7 which shall be provided to each new employee at the time of employment. Extra
8 copies are available, upon request, from the district office; provided, that no remedy
9 shall be granted for the District's breach of this subsection unless the breach
10 substantially prejudices the rights of the evaluated employee. The District may
11 implement change(s) in existing evaluation policy after providing the Council an
12 opportunity to provide input regarding the change(s).

13
14 9.1.1 During the length of this contract, a committee will be convened to review
15 the necessary changes required by SB 290. If at any time thereafter a
16 substantive change is made in the Professional Growth and Accountability
17 model, a joint committee of equal parts CEA and District will convene to
18 determine said changes to report to the school board.

19
20 9.2 The criteria for evaluation of each member of the bargaining unit shall be clearly
21 defined in the District Professional Growth and Accountability model.

22
23 9.3 Prior to the commencement of the annual evaluation cycle members shall be
24 informed in writing of the evaluation timeline and the criteria being used by the
25 evaluator. The criteria may include any district/building/personal goals.

26
27 9.4 Upon request by either party, individual pre-observation conferences with the
28 evaluator shall be granted. However, the evaluator may also conduct
29 unannounced observations. These unannounced observations are exempted from
30 pre-observation conferences.

31
32 9.5 The evaluation shall be in writing. A copy of the written evaluation shall be
33 submitted to the member at the time of the personal conference or within a
34 reasonable time; a copy of the evaluation shall be delivered to the member.

35
36 9.6 The evaluation process shall further include a post-evaluation interview in which the
37 results of the evaluation are discussed with the members.

38
39 9.7 Evaluation reports shall be placed in the member's personnel file only after
40 reasonable notice to the member. The personnel file shall be open for inspection
41 by the member, the member's designees, authorized administrators, confidential
42 employees, and District's/Association's attorneys.

43
44 9.8 Members will not be required or asked to participate, at any level, in the evaluation
45 of another member.

46
47 9.9 Program of Assistance

48
49 A Program of Assistance is defined as a written plan that will identify specific
50 deficiencies, expectations, corrective steps, additional District resources with

51 timelines for the plan and how the success of the plan will be measured.

52
53 9.9.1 A program of assistance will be established, if one is needed, to remedy any
54 deficiency specified in ORS 342.865 (1)(a) Inefficiency; (d) Neglect of duty,
55 including duties specified by written rule; (g) Inadequate performance; and/or
56 (h) Failure to comply with such reasonable requirements as the Board may
57 prescribe to show normal improvement and evidence of professional training
58 and growth. A program of assistance shall be for a minimum of forty (40)
59 working days.

60
61 9.9.2 A draft of the program of assistance will be initially reviewed and discussed
62 with the member and an Association representative, if one is requested by
63 the member. Unless the member specifically requests otherwise, the
64 Association President shall be notified at least five (5) working days prior to
65 this review meeting. Upon finalization of the plan, the member will sign,
66 verifying that s/he was able to provide input and review the plan, timelines for
67 completion, as well as informed of what the results could be if the plan is
68 unsuccessful. It will not be finalized and a member's signature on the plan
69 required until at least five (5) working days after the initial presentation of the
70 plan. If after five (5) working days no input is provided for consideration, the
71 plan shall go into effect as drafted.

72
73 9.9.3 The member may bring a representative of his or her choice to the meeting to
74 finalize the program of assistance as long as the representative confines
75 his/her role to inquiring about the subject matter of the meeting to follow.
76 During the discussion between the employee and the administrator, the
77 representative may participate only to the extent of seeking clarification of
78 portions of the program of assistance. Before the end of the meeting, the
79 representative may suggest to the administrator other assistance to be
80 provided and may describe mitigating circumstances or problems.

81
82 9.9.4 The member may have representation at any meetings associated with the
83 program of assistance, including any observation pre and/or post-
84 conferences, so long as the representative acts in the capacity as a witness
85 to the meeting. The representative may make notes of the conference, but
86 will be restricted in participation.

87
88 9.9.5 Interim meetings shall be conducted during the program of assistance so as
89 to provide input to the member of progress being made toward the
90 accomplishment of a successful program.

91
92 9.9.6 Peer Assistance

93
94 9.9.6.1 The District will offer peer assistance for a member who is placed
95 on a program of assistance. The member who will receive the
96 assistance shall jointly select the person with mutual input from the
97 Association and the District.

98
99 9.9.6.2 Participation in peer assistance is voluntary.

100
101 9.9.6.3 The district will determine adequate release time for both members

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to participate after receiving input from the member and the peer assistant.

9.9.6.4 No witness or document relating to, or arising from, peer assistance will be used for any purpose.

1 **ARTICLE 10**

2
3 **REDUCTION IN FORCE**

4
5 10.1 Reduction in Force

6
7 The District shall determine when a reduction in force is necessary and which
8 programs will be affected. However, the District agrees that such layoffs shall be
9 implemented in accordance with the following procedure:

10
11 10.1.1 Whenever the District determines that a reduction in staff is necessary, it shall
12 immediately provide the Association/Council a layoff list which shall include
13 seniority, endorsements and licenses of each affected member. Affected
14 members shall be notified at least thirty (30) calendar days prior to the
15 effective date of the layoff. In the event of school closure due to lack of
16 funds, however, the notice shall be twenty (20) calendar days.

17
18 The District will offer the opportunity for unit members who would not
19 otherwise be laid off to voluntarily apply for a one (1) year unpaid leave of
20 absence. Any leave request must be mutually agreed upon by the district and
21 the member. Upon written request, such unpaid leave may be extended for
22 an additional year providing the layoff conditions remain in effect. A unit
23 member who volunteers for such a leave shall have the option, at their own
24 expense of accessing OEBB, through COBRA coverage for up to 18 months.
25 Members on said voluntary leave shall have the same rights to return to the
26 District as members returning from a leave of absence.

27
28 10.1.2 In the implementation of a reduction in staff or recall, the District shall
29 consider in order:

30
31 10.1.2.1 Professional or TSPC License; (10.1.4.4.2)

32
33 10.1.2.2 Seniority, as defined in Article 10.1.4.4.1;

34
35 10.1.2.3 Competence, as defined in Article 10.1.4.4.3.

36
37 10.1.3 Member's Status

38
39 10.1.3.1 Members with temporary status are not covered by this article
40 beyond the expiration date of his/her contract.

41
42 10.1.3.2 The post-retirement member shall not cause a reduction in force of
43 any contract or probationary member.

44
45 10.1.3.2.1 Members with probationary status shall be reduced first.

46
47 10.1.3.2.2 If further reductions in force are made within that
48 group, the reduction shall be made from among the
49 contracted members remaining in that group.

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10.1.4 Criteria for Reduction

- 10.1.4.1 The District's overall instructional program will be given priority consideration. To be considered for retention, the member must be licensed, to teach in the remaining position(s).
- 10.1.4.2 Retention of members with contracted and probationary status shall be on the basis of seniority provided the least senior member does not have competence that is greater than the more senior member.
- 10.1.4.3 If the laid off member is not the least senior, then the District has the burden of proof to demonstrate the employee being retained has more competence than the senior member who is being laid off. The District shall provide all necessary documentation relied upon in making the competence determination to the CEA president within five (5) working days of the decision.
- 10.1.4.4 Definitions:
 - 10.1.4.4.1 Seniority - Defined as the length of current teaching service to the District. Seniority shall be computed from the members first day of unbroken teaching service in the District. Approved leaves of absence will not be considered as interruptions in service.
 - 10.1.4.4.2 Professional or TSPC Licensure.
 - 10.1.4.4.3 Competence – Defined as the ability to teach a subject area at either the middle or high school, or any grade at the elementary level based on successful teacher evaluations, teaching experience related to the subject or grade level, or educational attainments, but not based solely on being licensed to teach.

10.1.5 Tie-Breaker

If the parties are unable to make a determination of which member(s) have greater seniority should be laid-off as per the criteria set forth above, the tie shall be broken by drawing lots. Seniority shall be determined by lowest to highest lots drawn. (i.e. #1 would have the greatest seniority)

10.2 Layoff Benefits

10.2.1 The District shall extend coverage under its medical program, provided for in Article 17, for the balance of the layoff to members with contract and probationary status who are laid off. The District will pay the cost of such medical premiums during the first sixty (60) days following layoff and such

99 coverage may be continued by the member for the balance of the layoff
100 provided the employee member pays the premium. Members who accept
101 other employment shall not be eligible for the extension of group insurance
102 coverage. For end of school year layoffs, the sixty (60) days begins as of
103 October 1 of the following school year.

104
105 10.2.2 All benefits to which a member was entitled at the time of his/her layoff will
106 be restored, in accordance with current contract benefits, upon his/her
107 return to active employment. The member will be placed on the proper step
108 of the salary schedule for the member's current position according to the
109 member's experience and education.

110
111 10.3 Recall Procedure

112
113 10.3.1 Recall shall be by inverse order of layoff using the criteria set forth in
114 Article 10.1 above;

115
116 10.3.1.1 Members with contract status shall be recalled first.

117
118 10.3.1.2 Members with probationary status shall be recalled after the list of
119 contract members has been exhausted.

120
121 10.3.2 Notice of recall shall be sent via certified mail to the last address given to the
122 personnel office by the member. A member shall have ten (10) calendar days
123 from the date the notice of recall was received to notify the District of his/her
124 intent to return. The member must report on the starting date specified by the
125 District, provided the reporting date is at least twenty (20) calendar days from
126 the date the notice of recall was received. Failure to notify the District of
127 intent to return or to return to work within the time limits shall be considered
128 the resignation of said member. This reporting timeline shall be extended for
129 a member who has taken a position in another district and is required to give
130 that district a sixty (60) days' notice before leaving employment.

131
132 10.3.3 Members with contract and probationary status who are laid off from the
133 District shall be eligible for recall as outlined above for a period of twenty-
134 seven (27) months after the effective date of their layoff unless they:

135
136 10.3.3.1 Resign, in which event a written resignation shall be sent to the
137 District.

138
139 10.3.3.2 Fail to return when recalled as described above.

140
141 10.3.4 A member who is employed full time who accepts or rejects part-time or
142 substitute, or temporary work will not lose his/her right to recall to regular
143 full-time employment with the District. A member who is employed part time
144 who accepts or rejects full-time or substitute work will not lose his/her right to
145 recall to regular part-time employment with the District.

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148 10.4 APPEAL PROCEDURE

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150 Any "appeal" from the Board's decision on layoff or recall, pursuant to this Article, shall
151 be by means of expedited arbitration, as follows:

152

153 10.4.1 The Association shall have ten (10) days from the time the member
154 received written notice of layoff to request expedited arbitration. This
155 request shall be in writing.

156

157 10.4.2 The Association and the District shall, then, have ten (10) days to select an
158 arbitrator. Failing to do so, the Association and the District shall request that
159 ERB appoint an arbitrator who can hear the case within one (1) calendar
160 month.

161

162 10.4.3 The decision of the Arbitrator shall be final and binding upon all interested
163 parties, as long as the Arbitrator's decision is within his/her jurisdiction. The
164 Arbitrator is authorized to reverse the layoff or recall decision made by the
165 District, if the District:

166

167 10.4.3.1 Exceeded its jurisdiction;

168

169 10.4.3.2 Failed to follow the procedure applicable to the matter before it;

170

171 10.4.3.3 Made a finding or order not supported by substantial evidence in the
172 whole record; or

173

174 10.4.3.4 Improperly construed the applicable law.

1 **ARTICLE 11**

2
3 **CALENDAR AND WORK DAY**

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5 11.1 School Calendar

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7 The Association President may request to schedule a meeting with the
8 Superintendent or designee prior to the development of a calendar proposal to
9 communicate concerns of the membership. The proposed school calendar will be
10 submitted to the Association/Council leadership for review, suggestions or
11 recommendations at least two (2) weeks prior to final Board action to adopt the
12 calendar. The Board welcomes suggestions but retains the power of final approval.
13

14 11.2 Member Work Year

15
16 11.2.1 The school work year for returning members of the bargaining unit shall be
17 192 days.
18

19 11.2.2 The school work year for new members of the bargaining unit shall be one
20 hundred ninety-four (194) days. For these two (2) additional days members will
21 be granted three (3) credit hours toward educational advancement on the
22 salary schedule. New members must be in attendance for all sessions in order
23 to receive credit. This does not affect the member's tuition reimbursement.
24 This credit will be applied no later than September 10TH. Time on the first day
25 will be set aside for CEA orientation.
26

27 11.2.3 Planning/Late Start Days

28
29 Late arrival day for students will continue to be scheduled once a week for one
30 (1) hour every scheduled school week.
31

32 11.2.3.1 Up to five (5) Wednesday late starts a year will be used for non-
33 professional development District-directed activities.
34

35 11.2.3.2 Elementary-level Learning Specialists and Speech Language
36 Pathologists shall be released from student instruction on late start days in
37 order to use the time for IEP development and preparation, student evaluations,
38 progress monitoring, program development, report writing, and consultation
39 with building staff regarding student instruction. This will not result in any
40 reduction in guaranteed prep time or lunch time.
41

42 11.2.4 Holidays

43
44 There will be six (6) paid holidays: Labor Day, Veterans' Day, Thanksgiving
45 Day, New Year's Day, Presidents' Day and Memorial Day.
46

47
48 11.2.5 Vacation Days

49
50 Within the normal work year, members shall be allowed the following vacation

51 periods which are not counted as part of the 192-day normal work year for
52 which the annual salary is paid: three (3) consecutive calendar days at
53 Thanksgiving, not less than thirteen (13) consecutive calendar days for a
54 winter break and not less than one (1) week (Monday through Friday, plus the
55 weekend before and after) for a spring break.
56

57 11.2.6 Grading and Conference Days Preparation 58

59
60 11.2.6.1 The District shall provide at least one-half (1/2) day without students
61 to each member at all levels for grading purposes each grading
62 period (which will include progress reports).
63

64 11.2.6.2 The District will provide one-half (1/2) day without students to
65 each member at all levels for conference preparation.
66

67 11.2.6.3 District shall provide one-half (1/2) day for each high school
68 member for semester preparation.
69

70 11.2.6.4 Full-time kindergarten members teaching two sessions will
71 receive twice the allotted time listed above for
72 conferencing/grading preparation.
73

74 11.2.6.5 A half day is defined as four hours of time during an eight-hour
75 day, with a minimum of three consecutive hours.
76

77 11.2.6.6 On early release days, there will be no district/building meetings
78 scheduled, except in case of emergency.
79

80 11.2.7 Inservice Days

81
82 11.2.7.1 For full-time members, there shall be no less than twelve (12) hours
83 to be set aside exclusively for individual planning and preparation
84 prior to the start of the school year. Any meetings or activities
85 related to an additional paid responsibility of an individual teacher
86 may count toward that twelve (12) hour total.
87

88 11.2.7.2 Part-time members shall be granted prorated pay and work time for
89 two (2) days of work at the beginning of the year and one (1) day at
90 the end of the school year after students are dismissed for the
91 purpose of preparation and planning.
92

93 11.3 Extended Duties

94
95 Extended Duties are duties (exclusive of regular classroom instruction)
96 that extend beyond the normal work year.
97

98 11.3.1 Members who accept an offer of additional days on an extended
99 contract shall be paid their per diem rate.
100

101 11.3.2 Members who are involved in curriculum development, traffic safety,
102 textbook adoption, or similar professional activities after the end of the
103 work year or work day shall be paid according to Appendix C.
104

105 11.3.3 Except as provided in Appendix C, for all other assignments
106 supervising students (e.g., Saturday School) twenty-five (\$25) dollars per
107 hour shall be paid as additional compensation for the actual time worked.
108

109 11.4 Additional Work Day
110

111 11.4.1 High school counselors will be granted five (5) paid summer work days.
112 Additional days, paid for compensatory time, may be granted as determined by the
113 building principal.
114

115 11.4.2 A member may be granted additional workdays on a per diem basis. There
116 must be a demonstrated need as determined by the building principal and approved by
117 the superintendent.
118

119 11.5 Inclement Weather
120

121 Members of the bargaining unit shall not be required to report to work and shall not
122 be charged leave time when student attendance is not required due to inclement
123 weather. This includes previously scheduled leave time. If the Board requires
124 students and/or staff to make up days lost due to inclement weather, then all
125 members of the bargaining unit shall be required to fulfill their regular duties on those
126 days without additional compensation.
127

128 11.6 Workday
129

130 11.6.1 The bargaining unit member's workday shall not be less than seven (7) hours
131 thirty (30) minutes or more than eight (8) hours.
132

133 11.6.2 All bargaining unit members shall be entitled to a duty-free uninterrupted
134 lunch period of not less than thirty (30) minutes per day.
135

136 11.6.3 A member shall not be required to extend his/her working hours beyond the
137 regular workday more than twice a month, not to exceed seven (7) times per
138 year, unless the District provides time and a half overtime compensation
139 (based on the member's normal per diem rate of pay) or compensatory time
140 off at a time and a half rate. Compensatory time shall be scheduled by the
141 member and his/her building principal. On days with a planned extension,
142 meetings will not be scheduled for the affected members. At least a two (2)
143 week notice will be given prior to planned extensions of the work day.
144

145 11.6.4 Members of the bargaining unit shall have the right to a 7-1/2-hour work day
146 on the last workday before a holiday or break.
147

148 11.7 Preparation Time
149

150 All full-time members of the bargaining unit in a given building shall receive the
151 same amount of preparation time as other full-time members in that building as set

152 out below. Preparation time will be counted in blocks of no less than fifteen (15)
153 minutes. Preparation time shall be pro-rated for part-time members. By September
154 1 of each year, the Association will be provided with schedules for each building
155 specifying minimum preparation time.

156
157 IEP, IEP-related meetings, School Intervention Problem Solving Meetings,
158 Functional Behavior Assessments, 504 meetings, and Behavior Intervention Plans
159 may interrupt prep time outside the student contact time.

160
161 The District is guaranteed one hundred eighty (180) minutes a week for staff
162 meetings, late start staff development, and other District directed meetings.
163 Coaching session that are requested by members or directed as a Plan of
164 Assistance will not count towards the 180 minutes, nor shall IEP or IEP related
165 meetings or School Intervention Problem Solving team meetings. Once a month, a
166 member may be asked to attend up to two hundred forty (240) minutes of meetings
167 in a week. Weeks with less than five (5) working days will be prorated.

168
169 11.7.1 Elementary

170 11.7.1.1 Full-time elementary members shall receive daily preparation time to
171 total not less than three hundred sixty-five (365) minutes per week.

172
173 11.7.1.2 Full-time elementary members shall receive preparation time of no
174 less than one hundred twenty-five (125) minutes per week during
175 student contact time in blocks of no less than twenty-five (25)
176 uninterrupted minutes per day. On days with no scheduled
177 preparation time, members will receive a fifteen (15) minute relief
178 break scheduled by the building administrator.

179
180 11.7.2 Middle School

181
182 11.7.2.1 Full-time middle school members shall receive daily preparation
183 time to total not less than three hundred sixty-five (365) minutes
184 per week.

185
186 11.7.2.2 Full-time middle school members shall receive one instructional
187 period for the days that follow a regular bell schedule per day
188 during student contact time.

189
190 11.7.3 High School

191
192 11.7.3.1 Full-time high school members shall receive daily preparation time
193 to total not less than three hundred sixty-five (365) minutes per
194 week.

195
196 11.7.3.2 Full-time high school members on a seven period day schedule
197 shall receive one (1) prep/planning period per day.

198
199 11.7.3.3 During semester finals week, members shall receive no less than
200 the minimum of one (1) testing period for preparation.

201

202 11.7.4 Preparation time during weeks with less than five (5) days student attendance
203 required will be reduced on a pro rata basis (a day = 1/5).
204

205 11.7.5 When a member agrees to substitute during his/her duty-free preparation
206 period, comparable duty-free preparation time will be provided for the member.
207 If the member agrees to substitute during his/her duty-free preparation time
208 more than once per month, the member shall be compensated at his/her normal
209 per diem rate of pay.
210

211 11.7.6 Any District-required training including, but not limited to, initial setup of District
212 equipment, online trainings, and student information systems, will not be taken
213 out of member planning time.
214

215 11.8 Members shall not be assigned to cover a second class during their instructional time.
216

217 11.9 Licensed Special Education Specialists/Learning Specialists
218

219 Licensed Special Education Specialists refers to those who provide Special Education
220 services, including Occupational Therapy, Speech and Language therapy, Physical
221 Therapy, specialized consulting, and classroom instruction. Learning Specialists refer
222 to those licensed to deliver Special Education classroom instruction.
223

224 11.9.1 Learning Specialists at the Middle and High School levels shall receive no less
225 than one (1) daily preparation period and one (1) daily case management
226 period.
227

228 11.9.2 Beginning the 2017-2018 year, all licensed Special Education specialists will
229 be allocated up to two (2) days of substitute coverage or additional
230 compensatory time at the member's normal per diem rate of pay. The member
231 will have the right to choose the option.
232

233 11.9.3 In the case of extended absences, it is the responsibility of the District to
234 provide a solution to maintaining services to students. Student services will not
235 be delayed if a specialist is on an extended absence. Specialists who agree to
236 help cover caseloads during another specialist's extended absence will be
237 compensated at their normal per diem rate of pay by submitting a time sheet
238 for services performed within the IEP and approved case management time.
239

240 11.9.4 Duties during the school day will not be assigned to licensed Special Education
241 Specialists unless a limitation of building resources necessitates such a
242 schedule. If a building is unable to develop a schedule that takes the burden of
243 duties off of Specialists, the administrator will first work with the Association
244 representative to problem solve the schedule. If the schedule is not able to be
245 resolved at the building level, District leadership will work with Association
246 leadership to jointly review and problem solve the building schedule. In the
247 case that limited resources require a duty assignment, no more than one duty
248 during the work day shall be assigned.
249

250 11.10 Conference Scheduling
251

252 In order to provide more opportunities for parents to conference with teachers during

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- times that parents are normally more available, the parties agree as follows:
- 11.10.1 Work Year: Adjustments in parent/teacher conference schedules shall not increase the 192 workday calendar for any bargaining unit member and shall not reduce the number of days/hours set aside (Article 11) for: Planning/Late Start Days, Inservice Days, and Grading and Conference Day Preparation.
- 11.10.2 Workday: The contractual maximum workday for bargaining unit members is eight (8) hours (7 ½ hours on the day prior to a holiday or break) including a 30-minute duty free lunch. Adjustments in parent/teacher conference schedule may later this contractual work day during weeks when conferences are held within the following parameters:
- 11.10.2.1 The conference period shall not extend more than three (3) consecutive workdays totally no more than an average of eight (8) work hours per day. Individual work days during this period may be four (4) hours, eight (8) hours or twelve (12) hours in length. The maximum hours for conferences is sixteen (16).
- Four (4) hour days shall begin no later than 8:00 a.m.
 - Eight (8) hour days shall begin no later than 12 p.m.
 - Twelve (12) hour days shall begin no later than 8:00 a.m.
 - The work hours during each day shall be consecutive.
- 11.10.2.2 Breaks of, at least 15 minutes shall be provided during every four (4) hour block and a 30-minute uninterrupted meal break shall be provided during each eight (8) or twelve (12) hour day.
- 11.10.2.3 During this conference period, student contact time, conference prep time, etc. may be combined with conference time on any individual workday.
- 11.10.2.4 The contractual half (1/2) hour early release shall apply to any day during the conference period that fall on the day before a holiday or break.
- 11.10.3 Student Contact: Adjustment in parent/teacher conference schedules shall not increase the annual total student contact time for any unit member.
- 11.10.4 Preparation Time: Adjustment in parent/teacher conference schedules shall not reduce the weekly allotted preparation time for any unit member in excess of the normal conference schedule reduction.
- 11.10.5 Each building may adopt its own conference schedule as long as it complies with the provision of this article. The conference schedule for each building shall be adopted by mutual agreement between the building administration and a majority of the building bargaining unit members. Members are expected to follow the schedule as agreed upon by the majority of the building's members.
- 11.10.5.1 A member with extenuating circumstances which prevent

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participation in the conference schedule that extends a normal work day may reschedule conferences. In such a case, missed hours beyond the normal workday will be rescheduled by mutual agreement between the member and the building administrator. Rescheduled conferences must occur before or after the week of the building's scheduled conferences, and take place during scheduled building hours.

311
312 **ARTICLE 12**

313
314 **WORKLOAD**

315
316 12.1 The District and ECBC agree that the pupil-member ratio is an important factor in
317 maintaining quality education and agree to establish a class size committee to address
318 concerns from members and/or administrators regarding class size issues.
319

320 12.2 A member who believes his/her workload is excessive compared to other members in
321 the District may discuss the situation with the principal. If not satisfied with the
322 response at this level, the member may discuss the matter with the Assistant
323 Superintendent and may suggest option(s) for the District's consideration. The
324 member, upon request either to the Association representative or to the Assistant
325 Superintendent, will have his/her concern addressed by the class size committee. In
326 lieu of a class size committee, the Association president or designee will meet with the
327 Director of Human Resources to address the concern. The member and the CEA
328 president will receive a response from the class size committee within twenty (20)
329 school days of making the request and providing the information the committee may
330 require.
331

332 12.3 The Association President shall be provided with a District printout of class size by
333 school and by class by September 15 and by February 1 of each school year.
334

335 12.3.1 For Special Education caseloads, the District will annually publish its guidelines
336 and review process for allocation. National licensed Special Education
337 Specialists' caseload guideline will be considered as part of the District's
338 guidelines. By October 15, the Association will be provided with current
339 caseloads.
340

341 12.4 By September 15 of each year a class size committee of three (3) members appointed
342 by the Association President and three (3) administrators will meet to review class
343 sizes, consider options, and formulate recommendations for school board
344 consideration. The class size committee will meet as necessary to address concerns it
345 receives from members or administrators. The committee will consider the following
346 factors in deciding upon its recommendation(s):
347

348 12.4.1 The number of students in the class,
349

350 12.4.2 School and district class size averages,
351

352 12.4.3 The number and characteristics of special need students,
353

354 12.4.4 The instructional level of the classroom (e.g. primary, intermediate, etc.),
355

356 12.4.5 The member's professional experience,
357

358 12.4.6 The amount of educational assistant time or specialist assistance provided,
359

360 12.4.7 Other factors as suggested by the member.

361

362 12.5 Class size computations for a grade or school shall be made on the ratio of classroom
363 members to students exclusive of specialist. If a school council, however, agrees to
364 increase its level of specialists or otherwise modify its staffing allocation, then such
365 occurrence should be a factor considered in class size discussions by the class size
366 committee.
367

368 12.6 In situations where a class size or a specialist load exceeds the level desirable, the
369 committee will consider the following options:
370

371 12.6.1 Transfer/reassignment of students,
372

373 12.6.2 Adding certified staff,
374

375 12.6.3 Additional educational assistant time,
376

377 12.6.4 Development of split classrooms,
378

379 12.6.5 No changes due to financial/physical space/time limitations,
380

381 12.6.6 Other options mutually agreed to between the members and administrators on
382 the committee.
383

384 12.7 All elementary classroom members will complete at the beginning of the school year
385 and correct for changes during the year a list of students in the room, identifying special
386 conditions for any student (e.g. IEP for behavior, ESL, TAG, etc.) that should be
387 considered in reviewing class sizes. The principal or designee will review this
388 information for the grade level at the time of assigning a student new to the building.
389 The principal will also present this information to the Superintendent or designee when
390 class sizes at that grade level are being reviewed for District decision-making.
391

392 12.8 At any time after being assigned an exceptional student (e.g. IDEA or 504 eligible, ESL,
393 TAG), the teacher may request additional training to provide him/her with the necessary
394 skills for dealing with that particular exceptional student.
395

396 The case manager will meet with the teacher within one week of the request to identify
397 useful training and resources. This may include District or outside specialist and/or
398 other District teachers, who will consult, model classroom techniques, identify
399 workshops or resources (courses or reading material, etc.). The teacher and case
400 manager will create a schedule for accessing such assistance. A member who
401 continues to have concerns about available training may contact the principal.

1 **ARTICLE 13**

2 **INSTRUCTION**

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4
5 13.1 Academic Freedom

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7 13.1.1 Academic Freedom and Responsibility in the Instructional Program

8
9 13.1.1.1 To encourage students to reach their own conclusions and
10 judgment on issues, the member has the responsibility to
11 provide students balanced information representing various
12 points of view on controversial issues. The member is free to
13 present his/her own opinions or convictions in the field of
14 his/her professional competence, but these must be clearly
15 stated as his/her opinions as well as the premise from which
16 they are derived. These opinions, when stated, should appear
17 after the students have discussed the material and issue.

18
19 13.1.2 It is the Right of Members:

20
21 13.1.2.1 To present various points of view on controversial subjects in a
22 balanced manner so that students will be encouraged to reach
23 their own judgment.

24
25 13.1.2.2 To participate in the development of curriculum and the
26 selection of teaching materials. Supplemental materials and
27 instructional methodology may be used by teachers in
28 accordance with District policy and building procedures.

29
30 13.1.2.3 To select for classroom study controversial issues related to
31 the curriculum and appropriate to the maturity, intellectual and
32 emotional capacities of the students.

33
34 13.1.2.4 To have access to adequate instructional resources so that all
35 sides of an issue can be presented adequately.

36
37 13.1.2.5 To call upon teaching colleagues, administrators and
38 professional organizations for assistance and advice.

39
40 13.1.2.6 To teach in his/her area of academic competence without
41 regard to his/her race, sex or ethnic origin.

42
43 13.1.2.7 To express his/her own point of view in the classroom as long
44 as he/she clearly indicates it is his/her own opinion and
45 explains the basis for this position.

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47 13.1.2.8 To work in a climate conducive to rational and free inquiry.
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13.1.3 It is the Responsibility of Members:

- 13.1.3.1 To insure every student his/her right to confront and study controversial issues related to the curriculum and appropriate to his/her maturity, intellectual and emotional capacities.
- 13.1.3.2 To follow legislative, State Board of Education and District prescribed curriculum using approved materials and resources.
- 13.1.3.3 To protect the right of every student to identify, express and defend his/her opinions in the classroom without penalty as long as it does not conflict with the classroom activity or infringe upon the right of students or others involved.
- 13.1.3.4 To promote the fair representation of differing points of view in all issues studied.
- 13.1.3.5 To insure that classroom activities do not adversely reflect upon any individual or group because of race, creed, sex, or ethnic origin.
- 13.1.3.6 To develop students' skills in problem solving.
- 13.1.3.7 To adhere to the written policy concerning academic freedom established by the Board of Education.
- 13.1.3.8 To provide a procedure for the students whereby they receive full and fair consideration when they take issue with teaching strategies, materials, course requirements or evaluation procedures.
- 13.1.3.9 To exemplify objectivity in the search for truth, to demonstrate respect for minority opinion and to recognize the function of dissent within the democratic process.

13.1.4 It is the Responsibility of the District:

- 13.1.4.1 The District shall protect members in the use of controversial material, methodology, or content as long as such use complies with District policy and procedures and is in accordance with the District's adopted curriculum. Copies or summaries of such policies and procedures shall be included in the staff handbook.

13.2 Grading of Students

The member shall maintain the responsibility to determine grades of students. No grade will be changed without consultation with the member. In the event a grade is changed, the party changing the grade will assume accountability for that change. Within ten (10) days of the change, the member shall be notified in writing of the change and the reasons for it.

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13.3 Site Based Decision Making

- 13.3.1 The Board of Directors, in order to improve the quality and effectiveness of education, shall establish site councils at each school in conformance with state statutes and regulations in accordance with ORS 329.704.
- 13.3.2 The duties of the site councils shall be those prescribed in the statute.
- 13.3.3 A site council, in reaching decisions on matters within its responsibilities, shall not alter, amend or modify the Agreement without the approval of the District and the East County Bargaining Council.
- 13.3.4 Member participation on a site council is voluntary and lack of participation shall not be noted negatively in a member’s evaluation or personnel file and shall not be used as a subject of discipline.

13.4 Classroom Disciplinary Procedure

13.4.1 Member Notification

Members who are assigned students who are known to have an IEP, or Section 504 plan, or District-generated behavior intervention plan, shall be provided access to a copy of the IEP, 504 plan, or District-generated behavior intervention plan, and/or relevant information. Members shall review and implement the plans including modifications and accommodations, and shall have the opportunity to consult with appropriate staff members upon request.

13.4.2 Written Procedure

- 13.4.2.1 The District will make available on its web site a copy of its adopted discipline policies. Members shall adhere to these policies.
- 13.4.2.2 Building administrators/supervisors will meet with members annually to collaboratively establish and/or review written disciplinary standards and procedures for each building to ensure uniform enforcement of district policies.

13.4.3 Disruptive Student

When a student is disrupting the instructional program to the detriment of himself/herself and/or others, the member will take appropriate action. Any student removed from class at any time by a member shall be directed by such member to the principal or other designated person.

Following action by the principal or designee, the student may be returned to the classroom. If, however, a member requests a conversation with the principal/designee to discuss the student’s behavior, the student’s return to the member’s class shall be delayed until after the conversation has taken place.

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13.4.4 Dangerous Student

13.4.4.1 When a student's behavior requires immediate action by the member to prevent harm to self or others, the member shall be authorized to send the student(s) to an administrator's office along with the communication identifying this as a dangerous situation.

13.4.4.2 Before re-admittance to the member's workstation and/or duty station a parent conference shall be required at which a written behavior plan shall be finalized between the student, parent or guardian, administrator/supervisor and the member. This behavior plan shall specify the future behavior expectations of the student. If a parent or guardian refuses or is unable to attend this conference, the conference may be held in their absence with a copy of the behavior plan sent to them via certified mail.

13.4.4.3 By the end of the teaching day, the member referring a student shall have either conferred with or provided a written report for the appropriate administrator including:

13.4.4.3.1 A statement of the facts,

13.4.4.3.2 A summary of conditions leading to the referral,

13.4.4.3.3 Steps taken by the member to remedy the problem and to motivate the student, and

13.4.4.3.4 Any other steps taken prior to the referral.

13.4.4.4 Affected members shall be notified with all relevant information prior to the placement of a dangerous student in his/her worksite. In cases where out-of-district transfers may delay the information, the District shall notify affected members as soon as the information is known.

13.5 The District will follow state and federal laws relative to any individual who physically or verbally abuses or intimidates or interferes with any member performing his/her duties.

1 **ARTICLE 14**

2
3 **PROFESSIONAL DEVELOPMENT**

4
5 14.1 Inservice Workshops, Conferences, Programs

6
7 14.1.1 The Board agrees to pay the full cost of District approved tuition and other
8 District approved expenses incurred in connection with any courses, workshops,
9 seminars, conferences, in-service training sessions, or other such session which
10 a member is required and/or requested to take by the administration.

11
12 14.2 Tuition Reimbursement

13
14 14.2.1 Courses must be taken for credit and must contribute directly to more effective
15 instruction by the individual member. Specific matter of interpretation or
16 approval of courses shall be subject to the decision of the superintendent or his
17 designee.

18
19 14.2.2 The Board approves up to six (6) quarter hours' tuition each year (July 1 - June
20 30) or four (4) semester hours per year for each licensed member. These hours
21 may accumulate to twelve (12) quarter hours or eight (8) semester hours in a
22 three-year period. Part-time members of half-time or more may be reimbursed
23 only for the pro-rata share of two (2) quarter hours, based on the percentage of
24 full-time they work.

25
26 14.2.3 Full tuition cost (including fees defined below) at Portland State University rate
27 will be reimbursed at either undergraduate or graduate rates depending upon
28 types of courses taken. The amount of reimbursement will be determined by
29 the rate charged by Portland State University rate per credit hour as the
30 measure of tuition reimbursement effective with the commencement of the
31 current school year, or by the institution attended by the member, whichever is
32 less. The District pays the tuition/fees only. If a member takes semester hours,
33 reimbursement will be calculated using the following formula:

34
35 $1\text{-}1/2 \times (\text{PSU rate per credit hour}) = \text{amount of reimbursement per semester}$
36 hour.

37
38 The PSU fees shall be defined as tech, building, incidental student and health
39 fees only.

40
41 14.2.4 Members shall follow administration rules for applying for tuition, conference,
42 workshop, or seminar reimbursement. The member shall:

43
44 14.2.4.1 Submit "Letter of Intent" form to principal for District approval
45 prior to enrolling in the course, and

46
47 14.2.4.2 For courses, submit document verifying payment and official
48 grade slip as evidence of completion of the course. For
49 conferences, workshops, or seminars submit proof of learning
50 or attendance.

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14.2.5 Tuition shall start July 1 and cover courses through June 30th.

14.2.6 It is the responsibility of the member to see that evidence of satisfactory completion of the course and a receipt or other evidence showing cost are submitted to the superintendent's office immediately upon availability from the college.

14.2.7 Members may request payment of tuition subject to the terms of section 14.2. 4 prior to completion of the course by submitting a receipt or canceled check for the tuition paid. Verification of successful completion of the class(s) must be received within thirty (30) working days upon conclusion of the term. If verification is not received, the District may elect to deduct from the members next check, the amount of the tuition payment. District action of deducting from the check does not mean the member waives his/her right to reimbursement for the class(s) if evidence of successful completion of the course is presented within one year from the date of the payroll deduction specified herein.

14.2.8 Members may use the monetary equivalent of up to three (3) credit hours at the PSU rate a year to pay for workshops, seminars, conferences and their related fees, including travel costs. This does not affect any accumulated hours from previous years. Reimbursement for substitute costs will only be allowed for one experience a year. Upon completion of the workshop, seminar, or conference, validation of learning or proof of attendance must be submitted to the principal or designee.

14.2.9 If a member resigns or retires from the District for the ensuing school year, the District shall not be obligated to pay for any class/workshop, seminar, conference taken during the summer term. If prepayment was made, reimbursement shall be withheld from the final paycheck.

14.3 District Staff Development

14.3.1 Members will be permitted to take District staff development courses (including Summer Institute) at no cost to the member. Credit for these courses will not be charged to the member's tuition reimbursement account, except in cases where credit is earned by the member.

14.3.2 Members will receive credit toward advancement on the Centennial salary schedule for District staff development courses taken and for any unpaid time of thirty (30) hours outside the regular workday required of a member of a professional committee (such as site council or a District curriculum committee).

14.3.3 District staff development courses shall be those noncredit courses offered by the District and approved by the superintendent or designee.

14.3.4 For the purposes of this Agreement, thirty (30) hours of District staff development equals one (1) quarter hour of college credit.

14.3.5 Scheduling Staff Development for Part-Time members

101 District staff development is directed by the district through the building
102 administrators or supervisors. Those administrators direct who should attend
103 required staff development sessions. Part-time licensed staff may be required,
104 by administration, to work additional hours beyond their regular schedule for
105 staff development. Part-time licensed staff must be given four (4) weeks' notice
106 of the change in schedule. The member shall be paid at his/her per diem rate
107 for the extra time worked. If required to attend, and if there was time between
108 the end of the staff development session and the beginning of their teaching
109 start time, that time would be paid time at their regular per diem rate of pay.
110 Such addition work would be limited to six (6) times per year.

111
112 14.4 Continuing Professional Development

113
114 A member shall have the right to choose the District Plan or Individual Plan and under
115 neither one shall the teacher be required to set CPD goals that reflect evaluation
116 goals.

117
118 14.5 National Board Certification

119
120 14.5.1 The District shall provide a one-time only bonus of one thousand dollars
121 (\$1,000) for members who are National Board Certified.

122
123 14.5.2 The District shall provide up to ten (10) days per year (from professional leave
124 account) for all members working on their National Board Certification.

125
126 14.6 Mentor Teacher Program

127
128 14.6.1 The District reserves the right to establish and discontinue a Newly Hired
129 Teacher/Mentor Teacher Program.

130
131 14.6.2 Teachers may submit a letter of interest to be a Mentor Teacher to the building
132 principal.

133
134 14.6.3 No member shall be designated as a Mentor Teacher unless willing to perform
135 in that role.

136
137 14.6.4 A Mentor Teacher will work with no more than one newly hired teacher per year,
138 except in circumstances when a teacher agrees to take more than one newly
139 hired teacher.

140
141 14.6.5 No Mentor Teacher shall participate, at any level, in the evaluation of newly
142 hired teachers.

143
144 14.6.6 The District will provide a qualified substitute for the Mentor Teacher when
145 necessary to fulfill Mentor Teacher obligations as per State Department
146 regulations and/or District guidelines.

147
148 14.6.7 CPD units will be issued for each hour for each member of the mentor team for
149 every hour of individual consultation. Consultation time will be recorded in a log.

150

151 14.6.8 When the Mentor Teacher works with the newly hired teacher outside the
152 workday, the Mentor Teacher will be compensated at the curriculum rate, unless
153 the Mentor Teacher is participating in the state mentor grant.

154
155 14.6.9 Should the state provide grant dollars for mentor programs, and the District
156 receives a grant, grant dollars shall be distributed as stipulated in the grant, or if
157 not stipulated, one-half of the grant dollars will go to the Mentor Teacher with
158 the other half going for release time.

159
160 14.7 Professional Leave

161
162 The Centennial School District will create a pool of professional leave days equal to
163 the number of bargaining FTEs as identified in the proposed budget each year which
164 may be used by members of the bargaining unit for activities related to professional
165 teaching duties. Each building will be allotted days based on number of members
166 assigned to the building. Members who would like to request a day of professional
167 leave may submit a request to their principal prior to December 1 of each school year.
168 Final approval rests with the building administrator. No member shall be granted more
169 than three (3) days during the school year. On April 15 of each school year, up to ten
170 (10) days of unused professional leave shall be transferred and be assigned to a
171 district-wide pool for the remainder of the school year. Applications for professional
172 leave shall be made at least three (3) days prior to the date of expected leave on
173 proper District application forms.

174
175 14.7.1 Examples of professional leave with pay are, but not limited to:

176
177 14.7.1.1 Visits to other school systems,

178
179 14.7.1.2 Participation in professional teaching programs,

180
181 14.7.1.3 Professional opportunities which will extend the outlook and improve
182 the service to the District or the bargaining unit.

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ARTICLE 15

ELEMENTARY & SECONDARY EDUCATION ACT

- 15.1 The District and the Association will form a mutual committee to investigate the impact and effects the Elementary and Secondary Education Act (ESEA) federal legislation may have on the teaching staff related to conditions of employment.
- 15.2 No decision and/or action related to the ESEA or its implementation shall violate the provisions of this Agreement without the approval of the District and the Council.
- 15.3 Changes in mandatory subjects of bargaining related to implementation of the ESEA shall be subject to bargaining between the District and the Council. Such bargaining shall be conducted pursuant to ORS 243.698 except that the duration of bargaining shall be one hundred and twenty (120) days including mediation.

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ARTICLE 16
COMPENSATION

16.1 Salary Schedule and Index

The salary schedule(s) and index for members are attached to this Agreement as Appendix A and B and by this reference incorporated herein. This salary schedule(s) and index shall be the official salary schedule(s) and index for all members of the bargaining unit and shall not be deviated from except through mutual consent of the District and the Association/Council.

The salary schedule for 2016-2017 (Appendix A-1) shall reflect a 2% increase above the salary schedule in Appendix A-1 of the 2015-2016 Agreement.

The salary schedule for 2017-2018 (Appendix A-2) shall reflect a 2% increase above the 2016-2017 salary schedule (Appendix A-1).

The salary schedule for 2018-2019 (Appendix A-2) shall reflect a 2% increase above the 2017-2018 salary schedule.

If the State School Fund for the 2017-2019 biennium is at least \$8.4 billion, then the 2017-2018 salary schedule shall be increased by an additional 1% for a total increase of 3% over the final 2016-2017 salary schedule. If it is at least \$8.65 billion, the salary schedule shall be increased by an additional 2% for a total increase of 4% over the 2016-2017 salary schedule.

If the State School Fund for the 2017-2109 biennium is at least \$8.9 billion, then the 2018-2019 salary schedule shall be increased by an additional 1% for a total increase of 3% over the final 2017-2018 salary schedule. If it is at least \$9.15 billion, then the 2018-2019 salary schedule shall be increased by an additional 2% for a total increase of 4% over the final 2017-2018 salary schedule.

16.1.1 Members who work less than full-time will be paid at a pro-rata portion of the full-time salary.

16.1.2 Members who are granted extended contract(s) to work beyond the normal work year shall be paid at their normal per diem rate for each additional day (or portion thereof).

16.1.3 Members who are employed during the summer to teach academic courses shall be paid their per diem. By June 15 all summer employment opportunities shall be posted on the District website and made available for members by contacting the Human Resources Office.

16.1.4 Teachers of courses designated as recreational or enrichment (driver education, sports programs, outdoor science, music, etc. or curriculum development) shall be paid at the curriculum rate.

- 66 16.2 Step Placement and Advancement
67
68 16.2.1 Members shall be placed and shall advance on the steps of the salary schedule
69 as follows:
70
71 16.2.1.1 Members new to the district shall be placed on the salary schedule
72 allowing full credit for each year (135 consecutive work days or
73 more) regardless of prior professionally or academically licensed
74 experience service in the public schools, K-12.
75
76 16.2.1.2 Prior experience in private or parochial schools, district approved
77 experience in colleges or universities, or other situations will be given
78 year for year (135 consecutive work days or more) if the institution
79 where the prior experience was obtained, required a professional
80 license in order to be employed.
81
82 16.2.1.3 Substitute experience shall not count unless it was done on a full-
83 time contract basis. Continuous service of 135 consecutive work
84 days or more, or one (1) or two (2) assignments of no less than 135
85 consecutive work days of substitute teaching shall qualify as a year
86 of experience in accordance with ORS 342.840. Credit for a part of a
87 year will not be given unless two (2) segments or less total a school
88 year.
89
90 16.2.2 Members shall receive advancement (increments) on the salary schedule for
91 each year (135 consecutive work days or more including paid leave) of work
92 completed in the District.
93
94 16.3 Column Placement and Advancement
95
96 16.3.1 Initial Salary Column Placement
97
98 16.3.1.1 Any academic certificate, license, degree, or the equivalent, issued
99 by TSPC, the State of Oregon, an accredited institution of higher
100 education, or a professional society, shall qualify for placement on
101 the corresponding column of the salary schedule.
102
103 16.3.1.2 College hours used for initial placement must be earned subsequent
104 to the earning of a bachelor degree and contribute directly to the new
105 member's assignment. Specific matter of interpretation of approved
106 course work is at the discretion of the Human Resources Director.
107
108 16.3.1.3 Speech Pathologists, School Psychologists, Occupational Therapist
109 and Physical Therapists hold a MA degree that requires more
110 credits and more hours of practicum than a regular MA degree or a
111 classroom licensing program.

112 Given that these Centennial School District specialists hold this type
113 of MA, the Association/Council and the District agree to place

114 specialists with Masters degrees requiring 60 credit hours (90
115 trimester hours) on the salary scale at MA+45.

116 16.3.2 Members, either new or returning, may request a meeting with the Human
117 Resources Director and present information as to hours or degrees not
118 previously counted toward salary placement. If additional hours or degrees are
119 counted, the change in placement will be retroactive for twelve (12) months.
120

121 16.3.3 For purposes of educational column advance on the salary schedule, previously
122 approved college credit hours earned by the end of summer term shall apply
123 effective the beginning of the next school year, provided proof of successful
124 course completion is received by September 10. Previously approved credit
125 hours earned between September 1 and January 1 of a school year shall be
126 effective on February 1 of that school year on a pro-rata basis provided proof of
127 successful course completion is received by January 10.
128

129 16.3.4 The District agrees to accept the following as proof of successful completion of
130 the pre-approved class(s).

131
132 16.3.4.1 An official grade slip from the institution where the class was taken,
133 official transcripts indicating successful completion of the class
134 and/or a letter from the instructor and/or registrar of successful
135 completion of the class. The letter must be on the institution
136 letterhead, indicate the class number and name, the credits
137 completed and the grade. The letter must be signed by the instructor
138 or registrar and may be mailed or faxed to the Human Resources
139 Department. Verification must be in the Human Resources
140 Department by September 10 and January 10.
141

142 16.4 Salary Checks

143
144 16.4.1 All members of the bargaining unit will be paid on a 12-month period.
145 June, July and August checks will be available on the last contracted workday
146 after all requirements have been fulfilled, except that members who are leaving
147 District employment for reasons other than retirement will receive their August
148 check no later than June 30.
149

150 16.4.1.1 Members who work at the Centennial Park School will be employed
151 in a year-round school setting. Their annual salary will be paid in
152 accordance with 16.4.1. The June check will be paid out in the
153 regular payroll cycle, after all check out requirements have been
154 fulfilled. The July and August checks will be paid on the regular
155 cycle.
156

157 16.4.1.2 Exceptions will be members who are leaving the District employment
158 for reasons other than retirement, and will receive their July check
159 not later than June 30 of the current school year.
160

161 16.4.2 Salary checks will be paid on the 25th of each month or on the last working day
162 prior to the 25th if weekends or vacations interfere unless extenuating

163 circumstances make this impossible.

164
165 16.4.3 A member of the bargaining unit may request by the 10th day of the month and
166 the District shall grant an earned advancement on his/her salary. The advance
167 pay will be deducted from his/her check in the month granted. Members shall
168 be limited to four (4) draws per year. No requests may be made after May 10.

169
170 16.4.4 Members electing to have their checks sent monthly during the summer break
171 may initiate the request by submitting stamped, self-addressed envelopes to the
172 payroll department prior to June 1st. The checks will be mailed July 25th and
173 August 25th.

174
175 16.4.5 The Employee's Earning Record stub attached to the monthly paycheck will
176 provide each member of the bargaining unit as much of his/her salary
177 breakdown as the payroll computer system has capacity.

178
179 16.4.6 Members may opt to have salary paid by "direct deposit" to the financial
180 institution of their choice.

181
182 16.5 Payroll Deductions

183
184 16.5.1 Upon appropriate written request from the member submitted prior to stated
185 deadlines, the District will deduct from that member's salary and make
186 appropriate remittance for the following approved deductions:

187
188 16.5.1.1 United Way (during annual fund raising campaign).

189
190 16.5.1.2 Centennial Educational Foundation

191
192 16.5.1.3 OnPoint Credit Union.

193
194 16.5.1.4 Premiums for insurance programs (prior to September 10).

195
196 16.5.1.5 Membership dues to United Teaching Association (CEA-ECBC-
197 OEA-NEA) - (prior to October 10).

198
199 16.5.1.6 United States Savings Bonds.

200
201 16.5.1.7 Section 125 Payroll Deduction Plan with a west coast administrator
202 (prior to October 1).

203
204 16.5.2 Any member contracted after the start of the school year shall request
205 deductions according to deadlines set by the payroll office.

206
207 16.6 PERS/OPSRP

208
209 16.6.1 The District shall be relieved of any obligation to otherwise pick-up, assume, or
210 pay the six percent (6%) employee contribution/payment required by ORS
211 238.200 and ORS 238A.330.

212
213 16.6.2 The District agrees to adopt a School Board resolution to make an election
214 under IRS Codes to allow a pre-tax deduction of the six percent (6%) employee
215 contribution/payment required by ORS 238.200 and ORS 238A.330. Such
216 deduction shall be made from each employee's pre-tax gross wages.
217
218 16.7 Student Teachers
219
220 16.7.1 Money paid to the District by a college placing a student teacher in the District,
221 intended as an honorarium for the District member supervising the student, shall
222 be paid to the supervising member.
223
224 16.7.2 The minimum honorarium paid to the supervising member is \$100 unless more
225 than one member is supervising the student teacher, in which case the
226 honorarium paid to the District by the college will be divided equally among the
227 supervising members.
228
229 16.8 Travel Allowance
230
231 16.8.1 Authorized expenses shall be paid to members of the bargaining unit at the
232 current IRS rate on July 1 of the school year.
233
234 16.8.2 Members of the bargaining unit who are required to use their own automobile in
235 performance of their duties will be reimbursed for such travel at the IRS rate per
236 mile.
237
238 16.8.3 All members of the bargaining unit will be provided Comprehensive Liability
239 Coverage under the District's policy while traveling on approved District
240 business.
241
242 16.8.4 Members required by their principal or supervisor to purchase supplies for their
243 classes will be reimbursed for their travel for such purpose at the IRS rate.
244
245 16.9 Early Retirement
246
247 16.9.1 Definition:
248
249 Retirement may be a viable option for some members. The District wants to
250 provide an incentive for early retirement. Any member who has had ten (10)
251 years of unbroken service prior to October 1, 2000, but had a break in service
252 after ten (10) years and is currently re-employed by the District, shall also be
253 able to retire under the provisions of this article. Any member who retires
254 under the provisions of PERS prior to age 65, and who has completed ten (10)
255 years of service with the District, shall be eligible for the District's plan.
256 However, this benefit shall sunset as of October 1, 2000 for all certified
257 members hired on or after that date.
258
259 16.9.2 Stipend
260
261 16.9.2.1 The early retirement program will provide a monthly payment of

262 \$562.50 for a maximum of 48 months.

263

264 16.9.2.2 The District's obligation to pay the stipend fee shall terminate at the
265 end of 48 months, upon the request of the member to cancel the
266 program, age 65, death, or the return to active employment which
267 would reinstate PERS membership and payments to the retirement
268 fund.

269

270 16.9.3 Insurance

271

272 16.9.3.1 The member will have the option to purchase medical, dental and
273 vision insurance until age 65, subject to approval of carrier.

274

275 16.9.3.2 The member may accept the insurance coverage as provided in the
276 early retirement plan. The member will pay the difference for added
277 coverage and the premium difference from rate at time of retirement.
278 The member may also purchase family coverage.

279

280 16.9.4 Compensation from Outside Agencies on School Campuses

281

282 16.9.4.1 A member may accept work on school campuses with Centennial
283 School District students from outside agencies (e.g. SUN program).
284 The agency shall be responsible for establishing the salary amount
285 and will pay the employee directly. The district will not be
286 responsible for any salary/benefits nor the establishment of any
287 salary rates.

288

289 16.9.5 Members whose duties entail completing documentation for Medicaid billing will
290 be reimbursed by the District for the minimum licensing or certification fee that
291 qualifies him/her to do Medicaid billing.

1 **ARTICLE 17**

2 **INSURANCE**

3
4
5 17.1 District Contribution

6
7 The District shall contribute the following amounts for the ~~2013-2016~~ 2016-2019
8 contract to cover the purchase of family medical, family dental with orthodontia,
9 and/or family vision insurance.

School Year	Amount Per Member Per Month
2016-2017	\$1317
2017-2018	\$1347
2018-2019	\$1377

10
11
12 17.1.1 Any amount of district contributions not utilized to pay for insurance premiums
13 through OEGB shall remain the property of the District, subject to the terms of
14 Article 17.5.

15
16 17.1.2 The District contribution will be pro-rated for members who work less than full-
17 time.

18
19 17.2 Optional Plans

20
21 The District will also make available life, long-term disability insurance, cancer and
22 accidental death insurance plans to all members, although purchase of these benefits
23 will be optional.

24
25 17.3 Choice of Plans

26
27 The Association/Council shall have the right and responsibility to select the insurance
28 benefit carriers and plans available to members from those offered by OEGB.

29
30 17.4 Resignations

31
32 When a member resigns from the District, all benefits of this Article shall be prorated as
33 to percent of time worked.

34
35 17.5 Insurance Pooling.

36
37 If the insurance cap does not cover the full cost of the medical, vision, and dental
38 insurance premiums for members, an insurance pool will be implemented by the
39 October paycheck according to the following formula.

40
41 The total of CEA member unspent District contributions equals "the pool." All members
42 with out of pocket medical, vision, dental insurance premiums will be distributed from
43 lowest to highest and "pool" dollars will be applied down the list until the "pool" is
44 exhausted. "The pool" shall be determined by multiplying the unspent District

45
46

contributions by a percentage as indicated in the table below.

School Year	Pool Percentage to Members
2016-2017	60%
2017-2018	70%
2018-2019	75%

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51

The “pool” shall apply only to medical, dental and vision plan premiums for employees whose coverage exceeds the monthly insurance cap. “Pool” dollars may not be applied to optional plans described in Article 17.2.

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54

Employees hired after the pool is established will be eligible for “pool” dollars starting in October or the first month insurance is deducted from their paycheck, whichever is later.

55
56
57

17.6 The District shall provide Section 125 Plans (A and B) for use by employees.

58
59

17.7 Domestic Partners

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61
62

17.7.1 For all purposes within this Article, the term “domestic partner” shall be defined to mean same or opposite gender and follow the OEGB rules for the determination of that status.

1 **ARTICLE 18**

2
3 **EXTRA DUTY**

4
5 18.1 Definition of Extra Duty

6
7 Extra duty is work or responsibilities performed by a member for approved tasks not
8 related to the individual's regular assignment. To qualify for payment, the following
9 criteria must be met:

10
11 18.1.1 The responsibility must take place outside of class time and extend
12 beyond the regular work day. The activity or program must be an
13 approved extra duty because not all activities or programs outside of
14 class time or beyond the regular school day are extra duty.

15
16 18.1.2 The assigned person must be qualified either by experience, interest or
17 training to direct the assignment or activity.

18
19 18.1.3 The District and the Council agree to bargain over the pay rate if any
20 significant changes are proposed in duty responsibilities.

21
22 18.2 Extra Duty Schedule and Index

23
24 The compensation rates for Extra Duty positions are attached to this Agreement as
25 Appendix C and by this reference incorporated herein. These rates shall be the official
26 compensation rates for all Extra Duty positions in the District and shall not be deviated
27 from, except through mutual written consent of the District and the
28 Association/Council.

29
30 18.3 New Positions

31
32 18.3.1 If the need for an extra duty position not specified above should occur while
33 this agreement is in force, the District shall make a determination of the
34 placement of the position on the extra duty schedule based on the job
35 description of the new position and a fair evaluation of like or similar positions.
36 The District shall advise the Council of the new position and solicit the
37 Council's input as to appropriate placement on the extra duty schedule.

38
39 18.3.2 At the end of the school year following the creation of a new extra duty
40 position, a review may be conducted of the extra duty position to determine if
41 the position has been appropriately placed on the extra duty schedule. The
42 District shall inform the member assigned to the position and the Council that
43 a review is being conducted and solicit input. Such a review may be initiated
44 by the District, the Council, or the member assigned to the position.

45
46 18.4 Vacancies in extra duty positions shall be posted as per Article 8 of this Agreement.

47
48 18.5 Extra duty positions not associated with a teaching assignment are voluntary.

- 50 18.6 When filling an extra duty position or volunteering to supervise or assist with
51 school related activities beyond the normal workday, a member shall be
52 reimbursed for all related expenses pre-approved by the District.
53
- 54 18.7 Due process rights shall be afforded a bargaining unit member when employed in an
55 extra duty position only in the event of mid-season termination.
56
- 57 18.8 Extra Duty notice for the subsequent year confirming the position stipend shall be
58 provided in writing to the member no later than June 15. Upon request, the principal
59 or designee shall meet with the member in advance of the assignment to outline the
60 scope of the work required. If a vacancy occurs after June 15, a member volunteering
61 to fill the vacancy shall be provided written notice confirming their employment and
62 stipend prior to commencing work.

ARTICLE 19

PAID LEAVE OF ABSENCE

19.1 Approval Requirements

All absences and leaves must have administrator's approval. The member's immediate supervisor's recommendation and the approval of the superintendent or his/her designee constitute administrator's approval.

All requests for absences and leaves except sick leave must be submitted in writing on District approved forms. All written requests should be made in advance of the absence. Some situations do not lend themselves to prior approval. When this happens, the written application must be submitted to immediate supervisor within five (5) days after the occurrence.

19.2 Sick Leave

19.2.1 Members of the bargaining unit shall be granted ten (10) days' sick leave during each school year pursuant to ORS 332.507(2). Such sick leave shall be credited to said members on the first work day of the fall semester. In case of members who begin service after the beginning of the school year, sick leave shall be credited on the first day of active teaching service and consist of one (1) day for each month remaining in the school year.

19.2.2 No maximum shall be placed on sick leave accumulation. The member's sick leave hours shall be displayed on the member's monthly pay statement.

19.2.3 A member who has accumulated sick leave during employment in another school district, and who was so employed during the preceding years, shall, upon proper verification, be allowed the number of sick leave days so accumulated in accordance with ORS 342.596.

19.2.4 Members may use their accumulated paid leave for family illness or other allowable purposes, in accordance with the Family Medical Leave Act/Oregon Family Leave Act/ SB454 Sick Time Law.

19.3 Emergency/Personal Leave

19.3.1 When a member is absent because of emergencies or personal business that cannot be conducted outside the regular workday, and the absence is not covered by any other leave, the employer will allow the member up to three (3) days of personal leave, per year, non-cumulative, with the member to be paid his/her daily per diem rate. Personal leave cannot be used for a second business. Personal leave is a negotiated benefit, not a leave of right. It is to be used only when needed. Members are not required to take all three (3) days. Members will not have to state reason for said leave. Members are responsible for notifying the building principal by entering the absence into the sub system five (5) working days before the absence.

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19.3.2 In cases of emergency, leaves may be granted by phone and written requests within two (2) days of the member of the bargaining unit's return.

19.3.3 In a separate paycheck at the end of the year, members will be paid for unused personal leave at the rate of 0.5 of the substitute pay.

19.4 Members' Personal Leave Donation Bank

19.4.1 On or before October 31 of each year, a participating member may contribute eight (8) hours of personal leave to a common donation bank. To be eligible for the bank, members must donate at least once within the life of the contract. This donation can only be made once per year, is irrevocable, and may only accumulate up to a total equal to the number of FTE in the bargaining unit. Participation in the donation of the hours shall be voluntary. The District shall be defended and held harmless from any claim arising from honoring the donation. The District is not responsible for any personal tax liability that may be incurred by the donating member or the receiving member, should any liability arise. Part-time employees will be pro-rated, both for donation and receipt of donated days. Members on Workers Compensation who receive reimbursement of lost days through their workers' compensation claim may not benefit financially from the personal leave bank by receiving more than their regular salaried amount.

19.4.2 Procedure for Committee Members

Grants from the donated days will be determined by the CEA Executive Council or their designees. Inquiries to the Human Resources Department shall be referred to the CEA President.

19.4.3 Application for Personal Leave Donation Days

When a bargaining unit member has used all available paid leave days and needs donated days due to debilitating illness or injury, the following procedure will be implemented.

19.4.4 The bargaining unit member will notify the Association of the need for donated days.

19.4.5 The Association Executive Council will review the request.

19.4.6 The Association Executive Council will notify the District Human Resources Office that a member has requested and been approved for donated days.

19.4.7 Payroll will process the days as instructed by the Association.

19.4.8 Members are limited to 520 hours (65 days).

19.4.9 Only contributing members may request donated days.

100 19.5 Emergency Leave for Bereavement

101
102 A member of the bargaining unit shall be granted five (5) days' absence with full pay
103 because of death of any member of his/her immediate family. He/she may be granted
104 three (3) extra days for which he/she will receive a pay reduction equivalent to rate of
105 pay for a professional substitute. Use of such days must occur within one (1) month of
106 the death of the immediate family member, or up to six months in cases where the end-
107 of-life ceremony is delayed.

108
109 19.5.1 Immediate family shall be defined as to mean spouse, same sex or opposite
110 sex domestic partners, parents, children, brother or sister, grandparents,
111 grandchildren, same sex or opposite sex domestic partner's parents, children,
112 brother or sister, grandparents, grandchildren or spouse's immediate family as
113 already defined. Other persons shall be considered as members of the
114 immediate family, provided they are living in the home of the member or are
115 dependent upon the member for support.

116
117 19.5.2 Members may use the three reduced pay days for the purposes of dealing
118 with issues related to the death. These days must be used within six months
119 of the death.

120
121 19.5.3 A member of the bargaining unit shall be granted one (1) day's absence with
122 full pay to attend the funeral of a close friend or a distant relative. In the event
123 of special extenuating circumstances, the District may grant up to two (2)
124 additional days for this leave.

125
126 19.6 Legal Leave

127
128 19.6.1 Mandatory Legal Appearance

129
130 19.6.1.1 A member shall be absent with pay under Article 19 if he/she is
131 subpoenaed as a witness in a legal proceeding, except when such
132 subpoena is on behalf of the association in proceedings (other than
133 grievance hearings) against the school district, providing he/she
134 turns in a copy of the subpoena and any witness fees that he/she
135 receives to the business office.

136
137 19.6.1.2 Jury Duty

138
139 Members called for jury duty will normally be expected to serve
140 during the period they are summoned. The District will grant full pay
141 providing the employee turns in the jury fee to the business office,
142 and reports back to work on any day when released in advance.

143 19.7 Military Duty Leave

144
145 In accordance with ORS. 408.29, a member of the unit may request leave for annual
146 active duty. Such leave shall not exceed fifteen days, comprising no more than
147 eleven work days, in one calendar year. Member shall be released without loss of
148 time, pay or rights and benefits to which he/she is entitled provided that he/she has
149 been employed at least six (6) months prior to the request.

150 **ARTICLE 20**

151 **UNPAID LEAVES OF ABSENCE**

152
153
154 20.1 General Unpaid Leaves

155
156 20.1.1 Leaves of absence without pay normally for up to one (1) year may be granted
157 by the Board upon the recommendation of the superintendent for the following
158 reasons:

159
160 20.1.1.1 Career Development

161
162 20.1.1.2 Health or Unavoidable Circumstances

163
164 20.1.1.3 Military Duty

165
166 20.1.1.4 Family Leave

167
168 20.1.1.5 Good Cause

169
170 20.1.1.6 Domestic Violence/Sexual Assault/Stalking

171
172 20.1.1.7 Association Leave

173
174 20.1.2 In order to receive favorable consideration by the superintendent and Board, the
175 following conditions must be met:

176
177 20.1.2.1 The request shall include the kind of leave, the reasons for the
178 unpaid leave, the date the leave is proposed to commence, and the
179 date the member would resume his/her duties;

180
181 20.1.2.2 The member must have been employed by the District for at least
182 two (2) consecutive years preceding the year of requested leave,
183 except for leaves required by state and federal law;

184
185 20.1.2.3 If a member's request for unpaid leave is denied, the District shall
186 provide the member a written statement of the reasons for denial
187 within ten (10) workdays after the denial; provided that this shall not
188 be construed as infringing upon the District's exclusive discretion
189 over granting or denial of such requests.

190
191 20.1.3 An individual returning to the District after a year's leave without pay will be
192 credited with all benefits which he/she had at the beginning of the leave and
193 will be reassigned to a similar position. He/she will be subject to the same
194 staff reduction and reassignment policies and procedures as other employees
195 during the duration of the leave.

196
197 20.1.4 Extensions or renewals of leave of one (1) year shall be applied for in
198 writing.

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20.1.5 Notification of return shall be received by the District not later than March 1 of the school year in which the member intends to return. Failure to meet this deadline shall mean that the individual has resigned the position.

This condition shall be waived when the return date is unknown, during an existing school year, beyond the control of the member, or when the leave is subject to state statute or federal law.

20.2 Career Development Leave

20.2.1 A leave of absence without pay may be granted by the Board for career development activities such as: study, travel and professional experience.

20.2.2 The request for leave must include proposed plan of activities and a statement of goals.

20.2.3 A member may not request a career development leave while on a Program of Assistance.

20.2.4 Upon return from leave, the member will be granted experience credit pursuant to the provisions of Article 16 of this Agreement.

20.2.5 Requests for Career Development leave must be submitted in writing to the superintendent on or before March 1 previous to the school year for which the leave is requested.

20.3 Health or Unavoidable Circumstances Unpaid Leave

20.3.1 A leave of absence without pay may be granted by the Board for sickness or other unavoidable circumstances to a member of the bargaining unit at any time during the school year.

20.3.2 As a minimum, leaves for health or unavoidable circumstances will be granted to members for health-related conditions in accordance with state statute and federal law.

20.3.3 A member receiving such a leave shall be eligible for reinstatement to a comparable position in the next school year provided he/she submits acceptable evidence that the member is able to perform the functions of the assignment. The member shall provide a status report from the member's medical services no later than March 1 prior to return to work.

20.3.4 When the member returns he/she will retain all benefits accrued in the District prior to the leave. No increment increase will be allowed for the leave period unless the member completed at least 96 days of his/her contract.

20.4 Military Duty Unpaid Leave

248 20.4.1 Unpaid Military leave shall be granted in accordance with state statute and
249 federal law.
250
251 20.4.2 If the member is on probation at the time of leaving for service, he/she shall
252 return at that level and serve out the remainder of the probationary period
253 even though he/she receives salary advancement because of his/her military
254 service.
255
256 20.5 Family Leave
257
258 20.5.1 Family leave shall be granted in accordance with state OFLA statutes and
259 federal FMLA laws.
260
261 20.5.2 A request for unpaid Family leave of absence that goes beyond FMLA/OFLA
262 of up to one (1) year may be granted by the Board to a member of the
263 bargaining unit (including expectant or adoptive parents) who has pressing
264 family responsibilities which require his/her presence at home.
265
266 20.5.2.1 A written request shall be submitted to the building principal at
267 least one (1) month prior to the commencement of the leave
268 unless an emergency situation develops, in which case the
269 member may be excused from duties immediately by the
270 superintendent, pending action by the Board.
271
272 20.5.2.2 The member of the bargaining unit shall be reinstated not later than
273 the beginning of the next grading period following written notification
274 of the member's availability for work. Written notification shall be at
275 least one (1) month prior to reinstatement.
276
277 20.5.2.3 The reinstatement shall be to the member's former position if the
278 member returns in the same school year in which the leave is taken
279 or on the first day of the following member work year. The
280 reinstatement shall be to the same or substantially similar position if
281 the return of the member is in the following school year. No
282 increment will be allowed for the school year in which the leave is
283 taken unless the member has completed at least 96 days of the
284 teaching year.
285
286 20.6 Good Cause Leave
287
288 20.6.1 The superintendent shall have the authority to grant short leaves of
289 absence without pay to any member of the professional staff upon
290 request for any reason which he believes is in the best interest of the
291 School District.
292
293

- 294 20.7 Domestic Violence/Sexual Assault/Stalking Leave
295
296 20.7.1 The district will grant unpaid leaves for domestic violence/sexual
297 assault/stalking, as set forth in Oregon Senate Bill 946 (2007) and District
298 Policy GCBDC/GDBDC.
299
- 300 20.8 The District shall grant a two (2) year unpaid leave of absence to any member elected
301 to one of the two major executive positions in the OEA or one of the five major
302 executive positions in the NEA. Extensions of up to two (2) additional years for a
303 member continuing to serve in this capacity may be approved by the District upon
304 request by the Council. The Council shall provide the District with a list of those
305 positions. Request for such leave shall be made at the time a member accepts
306 nomination of one of those positions. No less than six (6) months prior to the
307 conclusion of the member's term of office, he/she shall notify the District in writing of
308 his/her intention to return to the bargaining unit at the conclusion of his/her term of
309 office.

1 **ARTICLE 21**

2
3 **GENERAL PROVISIONS**

4
5 21.1 Negotiations Procedure

6
7 21.1.1 If either party wishes to reopen negotiations over a successor agreement, it
8 shall give written notice to the other by November 15 of the last school year of
9 this Agreement.

10
11 21.1.2 This Agreement may not be modified in whole or in part by the parties
12 concerned except by an instrument in writing duly executed by both parties.

13
14 21.1.3 The provisions of this Agreement supersede all previous agreements.

15
16 21.1.4 The Board agrees to distribute and make available a complete on-line copy of
17 this Agreement to each member of the bargaining unit. Members may receive
18 a printed copy, upon request through the school district's office of Human
19 Resources. The East County Bargaining Council shall prepare the final copy in
20 preparation for printing/distribution. Newly hired members shall be given a
21 printed copy of this Agreement upon employment.

22
23 21.2 Strikes and Lockouts

24
25 21.2.1 Strikes: During the term of this Agreement, Centennial bargaining unit
26 members will not initiate, cause, permit or participate in any strike, work
27 stoppage, slowdown or any other concerted activity against the District.

28
29 21.2.2 Lockouts: The District shall not, as a result of a dispute with the Council deny
30 employment to members of the bargaining unit during the term of this
31 Agreement.

32
33 21.3 Separability

34
35 If any provision of the Agreement is held to be invalid by operation of law or by any
36 tribunal of competent jurisdiction or by the inability of the employer or the employees to
37 perform to the terms of the Agreement, the remainder of the Agreement shall remain in
38 effect. Either party may request that such provision be reopened for negotiation to
39 arrive at a mutually satisfactory replacement.

40
41 21.4 Compliance Between Individual Contract and Master Agreement

42
43 Any individual contract between the Board and an individual teacher heretofore or
44 hereafter shall be subject to and consistent with the terms and conditions of this
45 Agreement. If an individual contract contains any provision inconsistent with this
46 Agreement, the Master Agreement shall be controlling.

Appendix A-1

CENTENNIAL SCHOOL DISTRICT CEA 2016-2017 SALARY SCHEDULE

2% Increase over previous schedule

Range Step						MA	MA+15	MA+30	MA+45
	BA	BA+15	BA+30	BA+45	BA+60	BA+75	BA+90	BA+105	BA+120
0	\$40,943	\$41,967	\$42,991	\$44,014	\$45,038	\$46,061	\$47,085	\$48,109	\$49,132
1	\$42,499	\$43,523	\$44,546	\$45,775	\$46,798	\$48,027	\$49,050	\$50,074	\$51,314
2	\$44,055	\$45,079	\$46,102	\$47,535	\$48,559	\$49,992	\$51,015	\$52,039	\$53,497
3	\$45,611	\$46,635	\$47,658	\$49,296	\$50,319	\$51,957	\$52,981	\$54,004	\$55,683
4	\$47,167	\$48,190	\$49,214	\$51,056	\$52,080	\$53,922	\$54,946	\$55,970	\$57,865
5	\$48,723	\$49,746	\$50,770	\$52,817	\$53,841	\$55,888	\$56,911	\$57,935	\$60,048
6	\$50,279	\$51,302	\$52,326	\$54,578	\$55,601	\$57,853	\$58,877	\$59,900	\$62,234
7	\$51,834	\$52,858	\$53,881	\$56,338	\$57,362	\$59,818	\$60,842	\$61,865	\$64,416
8	\$53,390	\$54,414	\$55,437	\$58,099	\$59,122	\$61,783	\$62,807	\$63,831	\$66,598
9	\$54,946	\$55,970	\$56,993	\$59,859	\$60,883	\$63,749	\$64,772	\$65,796	\$68,785
10	\$56,502	\$57,525	\$58,549	\$61,620	\$62,643	\$65,714	\$66,738	\$67,761	\$70,967
11	\$58,058	\$59,081	\$60,105	\$63,380	\$64,404	\$67,679	\$68,703	\$69,726	\$73,149
12	\$59,614	\$60,637	\$61,661	\$65,141	\$66,164	\$69,645	\$70,668	\$71,692	\$75,336
13			\$63,216	\$66,901	\$67,925	\$71,610	\$72,633	\$73,657	\$77,518
14					\$69,685	\$73,575	\$74,599	\$75,622	\$79,700
15					\$71,446	\$75,540	\$76,564	\$77,587	\$81,886

Appendix A-2
CENTENNIAL SCHOOL DISTRICT
CEA 2017-2018 SALARY SCHEDULE

2% Increase over previous schedule

State School Fund Appropriations (SSF) may trigger additional increase per Article 16.1

Range Step						MA	MA+15	MA+30	MA+45
	BA	BA+15	BA+30	BA+45	BA+60	BA+75	BA+90	BA+105	BA+120
0	\$41,762	\$42,807	\$43,851	\$44,895	\$45,939	\$46,983	\$48,027	\$49,071	\$50,115
1	\$43,349	\$44,394	\$45,438	\$46,690	\$47,734	\$48,987	\$50,031	\$51,075	\$52,341
2	\$44,936	\$45,980	\$47,025	\$48,486	\$49,530	\$50,992	\$52,036	\$53,080	\$54,567
3	\$46,523	\$47,567	\$48,611	\$50,282	\$51,326	\$52,996	\$54,041	\$55,085	\$56,797
4	\$48,110	\$49,154	\$50,198	\$52,078	\$53,122	\$55,001	\$56,045	\$57,089	\$59,023
5	\$49,697	\$50,741	\$51,785	\$53,873	\$54,918	\$57,006	\$58,050	\$59,094	\$61,249
6	\$51,284	\$52,328	\$53,372	\$55,669	\$56,713	\$59,010	\$60,054	\$61,098	\$63,479
7	\$52,871	\$53,915	\$54,959	\$57,465	\$58,509	\$61,015	\$62,059	\$63,103	\$65,705
8	\$54,458	\$55,502	\$56,546	\$59,261	\$60,305	\$63,019	\$64,063	\$65,107	\$67,931
9	\$56,045	\$57,089	\$58,133	\$61,057	\$62,101	\$65,024	\$66,068	\$67,112	\$70,161
10	\$57,632	\$58,676	\$59,720	\$62,852	\$63,896	\$67,029	\$68,073	\$69,117	\$72,387
11	\$59,219	\$60,263	\$61,307	\$64,648	\$65,692	\$69,033	\$70,077	\$71,121	\$74,612
12	\$60,806	\$61,850	\$62,894	\$66,444	\$67,488	\$71,038	\$72,082	\$73,126	\$76,843
13			\$64,481	\$68,240	\$69,284	\$73,042	\$74,086	\$75,130	\$79,068
14					\$71,079	\$75,047	\$76,091	\$77,135	\$81,294
15					\$72,875	\$77,051	\$78,095	\$79,139	\$83,524

Appendix A-3

CENTENNIAL SCHOOL DISTRICT CEA 2018-2019 SALARY SCHEDULE

2% Increase over previous schedule

State School Fund Appropriations (SSF) may trigger additional increase per Article 16.1

Range Step						MA	MA+15	MA+30	MA+45
	BA	BA+15	BA+30	BA+45	BA+60	BA+75	BA+90	BA+105	BA+120
0	\$42,598	\$43,663	\$44,728	\$45,793	\$46,858	\$47,923	\$48,988	\$50,053	\$51,118
1	\$44,217	\$45,282	\$46,347	\$47,625	\$48,690	\$49,968	\$51,033	\$52,098	\$53,389
2	\$45,836	\$46,901	\$47,966	\$49,457	\$50,522	\$52,013	\$53,078	\$54,143	\$55,659
3	\$47,455	\$48,520	\$49,585	\$51,288	\$52,353	\$54,057	\$55,122	\$56,187	\$57,934
4	\$49,073	\$50,138	\$51,203	\$53,120	\$54,185	\$56,102	\$57,167	\$58,232	\$60,204
5	\$50,692	\$51,757	\$52,822	\$54,952	\$56,017	\$58,147	\$59,212	\$60,277	\$62,475
6	\$52,311	\$53,376	\$54,441	\$56,784	\$57,849	\$60,191	\$61,256	\$62,321	\$64,749
7	\$53,930	\$54,995	\$56,059	\$58,615	\$59,680	\$62,236	\$63,301	\$64,366	\$67,020
8	\$55,548	\$56,613	\$57,678	\$60,447	\$61,512	\$64,281	\$65,346	\$66,411	\$69,290
9	\$57,167	\$58,232	\$59,297	\$62,279	\$63,344	\$66,326	\$67,391	\$68,455	\$71,565
10	\$58,786	\$59,851	\$60,916	\$64,110	\$65,175	\$68,370	\$69,435	\$70,500	\$73,836
11	\$60,404	\$61,469	\$62,534	\$65,942	\$67,007	\$70,415	\$71,480	\$72,545	\$76,106
12	\$62,023	\$63,088	\$64,153	\$67,774	\$68,839	\$72,460	\$73,525	\$74,590	\$78,381
13			\$65,772	\$69,606	\$70,671	\$74,504	\$75,569	\$76,634	\$80,651
14					\$72,502	\$76,549	\$77,614	\$78,679	\$82,922
15					\$74,334	\$78,594	\$79,659	\$80,724	\$85,196

Appendix B

2016 – 2019 Salary Schedule Index Each position as a percent of the base

Range Step						MA	MA+15	MA+30	MA+45
	BA	BA+15	BA+30	BA+45	BA+60	BA+75	BA+90	BA+105	BA+120
0	1.0000	1.0250	1.0500	1.0750	1.1000	1.1250	1.1500	1.1750	1.2000
1	1.0380	1.0630	1.0880	1.1180	1.1430	1.1730	1.1980	1.2230	1.2533
2	1.0760	1.1010	1.1260	1.1610	1.1860	1.2210	1.2460	1.2710	1.3066
3	1.1140	1.1390	1.1640	1.2040	1.2290	1.2690	1.2940	1.3190	1.3600
4	1.1520	1.1770	1.2020	1.2470	1.2720	1.3170	1.3420	1.3670	1.4133
5	1.1900	1.2150	1.2400	1.2900	1.3150	1.3650	1.3900	1.4150	1.4666
6	1.2280	1.2530	1.2780	1.3330	1.3580	1.4130	1.4380	1.4630	1.5200
7	1.2660	1.2910	1.3160	1.3760	1.4010	1.4610	1.4860	1.5110	1.5733
8	1.3040	1.3290	1.3540	1.4190	1.4440	1.5090	1.5340	1.5590	1.6266
9	1.3420	1.3670	1.3920	1.4620	1.4870	1.5570	1.5820	1.6070	1.6800
10	1.3800	1.4050	1.4300	1.5050	1.5300	1.6050	1.6300	1.6550	1.7333
11	1.4180	1.4430	1.4680	1.5480	1.5730	1.6530	1.6780	1.7030	1.7866
12	1.4560	1.4810	1.5060	1.5910	1.6160	1.7010	1.7260	1.7510	1.8400
13			1.5440	1.6340	1.6590	1.7490	1.7740	1.7990	1.8933
14					1.7020	1.7970	1.8220	1.8470	1.9466
15					1.7450	1.8450	1.8700	1.8950	2.0000

Appendix C

Extra Duty Schedule

C.1 Curriculum Related Positions

C 1.1 The annual stipend for the following curriculum related positions shall be as indicated below:

	2016-2019
▪ Computer Resource Teacher	\$922
▪ TAG Resource Teacher	\$935
▪ MS Testing Coordinator	\$935
▪ Computer Resource Teachers shall also receive and accumulate one (1) day of release time for every forty (40) workdays. These release days may be used in half-day increments.	
▪ TAG Resource Teachers shall also receive and accumulate two (2) days, or four (4) half-days per year of release time with administrative approval. Days to be used for TAG testing, writing individual learning plans, and staff development opportunities.	

C.1.2 The hourly stipend for the following curriculum related positions shall be as indicated below:

	2016-2019
▪ Curriculum Work/Bldg. Inservice	\$34
▪ Traffic Safety	\$34
▪ Textbook Adoption	\$34
▪ Committee Chairperson	\$36

C.2 Teacher Specialist

C.2.1 The Teacher Specialist position is an extra duty assignment that Association members may be appointed to during a school year, as the need is identified. The District recognizes this licensed position to be for the purpose of assisting teachers and administrators in the developing, achieving and maintaining the best possible services for students. The Teacher Specialists include, but are not limited to, those listed below:

- School to Work Experience Coordinator
- College Counseling Coordinator
- Student Services
- Middle School Athletic Coordinator
- Alternative Education
- TAG Coordinator
- High School Curriculum Resource
- Drug and alcohol
- Assessment
- Student Management
- Music
- Computer

- 51 ▪ Teen Parenting
- 52 ▪ Community Work Experience Coordinator
- 53 ▪ SAT Coordinator
- 54 ▪ Advanced Placement Coordinator

55
56 C.2.2 The Teacher Specialist shall receive a stipend in compensation for work assigned by the
57 supervising administrators and required to be done outside the regular workday.

58
59 C.2.3 The supervisor and Teacher Specialist shall meet to determine cooperatively, the
60 expectations and approximate hours required for these duties. They shall be
61 compensated for any work agreed upon by the supervising administrator(s) and required
62 to be done outside the regular workday. They shall be compensated at their normal per
63 diem rate, based on time cards submitted by the Specialist. Each plan must be approved
64 by the building principal to assure budget capacity to receive a stipend in compensation
65 for work assigned by the supervising administrators and required to be done outside the
66 regular workday.

67
68 C.2.4 When any Teacher Specialist position is going to be filled because of the addition of such
69 a position or because a vacant position is to be filled, the following process will be
70 followed:

71
72 C.2.4.1 If the position is a full-time assignment, it will be advertised the same as any
73 other position, according to Article 8. The stipend or per diem pay, if any work
74 outside of the regular workday is required and is performed, shall automatically
75 attach to the employee selected for the position.

76
77 C.2.4.2 If the position is limited to persons in a single building, or to a certain portion of
78 the staff in one or two buildings, the supervisor will contact the individuals who
79 are eligible to determine their interest in the extra duty position.

80
81 C.2.4.3 If the position is not limited as described above, but could be performed by any
82 member of the bargaining unit with appropriate interest and qualification, the
83 position will be posted as in Article 8.

84
85 C.3 Department Head Stipend

86
87 C.3.1 Members serving as Department heads at the high school will receive either an annual
88 stipend (as in C.3.2) or one period release time for department head work. The option
89 shall be approved by the high school principal.

90
91 C.3.2 The annual Department Head Stipends shall be based on the number of class sections in
92 the department as follows:

	2016-2019
95 ▪ 1 to 12 Sections	\$1420
96 ▪ 13 to 24 Sections	\$1759
97 ▪ 25 to 36 Sections	\$2113
98 ▪ 37 to 48 Sections	\$2408
99 ▪ 49 to 60 Sections	\$2705
100 ▪ 61 to 72 Sections	\$2933
101 ▪ 73 to 84 Sections	\$3233

102	▪ 85 to 96 Sections	\$3489
103	▪ 97 to 108 Sections	\$3506
104	▪ 109 to 120 Sections	\$4097

105
106 C.4 Elementary Addendums

107

108 C.4.1 The annual stipend for the following elementary positions shall be as indicated:

109		2016-2019
110	▪ Bldg. Resource Teacher	\$932
111	▪ Safety Patrol	\$476
112	▪ Outdoor Education	\$630

113

114 C.4.2 The hourly stipend for the following elementary programs shall be as indicated:

115		2016-2019
116	▪ Building Inservice	\$27

117

118 C.4.3 The per-program stipend for the following elementary positions shall be as indicated:

119		2016-2019
120		
121	▪ Elementary Music	\$311
122	▪ Elementary Band	\$311

123

124 C.5 Middle School Addendums

125

126 C.5.1 The annual stipend for the following middle school positions shall be as indicated:

127		2016-2019
128		
129	▪ Year Book	\$621

130

131 C.5.2 The per-program stipend for the following middle school positions shall be as indicated:

132		2016-2019
133		
134	▪ Band Director	\$621
135	▪ Choir Director	\$621
136		
137	▪ The Band Director shall receive an additional stipend of \$250 per Saturday Parade	
138	with administrative approval.	

139

140 C.6 Intramural Programs

141

142 C.6.1 The hourly stipend for the following intramural positions shall be as indicated below:

143		2016-2019
144		
145	• Directing/supervising students	\$21

146

147 C.7 Ski Trips

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C.7.1 The per-trip stipend for the following ski trip positions shall be as indicated below:

- | | | |
|---|------------------------------|-----------|
| | | 2016-2019 |
| ▪ | Ski Club Adviser/Trip Coord. | \$106 |
| ▪ | Ski Club Trip Chaperone | \$93 |

C.8 Music and Drama Production

There is not a standard stipend to be paid to any individual involved in music and drama productions. The amounts listed below represent the stipend allocation as a percentage of the Base Salary Step 0 of the BA Column of the District’s licensed salary schedule (Appendix A). The District is free to administer these funds in accordance with program needs.

- | | | |
|---|------------------|--------------------|
| ▪ | Music Production | 24% annual maximum |
| ▪ | Drama Production | 5% per production |

C.9 Coaching and Advisory Stipends

The extra duty pay for each coaching/advisory group listed below shall be a percentage of the Base Salary Step 0 of the BA column of the District’s licensed salary schedule (Appendix A) as follows:

Group:	A	B	C	D	E	F	G	H
Step 1	16.0%	15.0%	12.0%	10.0%	9.0%	8.0%	6.0%	5.0%
Step 2	16.5%	15.5%	12.5%	10.5%	9.5%	8.5%	6.5%	5.5%
Step 3	17.0%	16.0%	13.0%	11.0%	10.0%	9.0%	7.0%	6.0%

- | | | | |
|----|----------------------------|----|-------------------------------------|
| A. | Head Football Coach | E. | Head Middle School Football Coach |
| | Head Basketball Coach | | Assistant Swimming Coach |
| | **Head Instrumental Coach | | Assistant Dance Team Coach |
| | | | Assistant Forensics Coach |
| B. | Head Baseball Coach | | Annual Advisor |
| | Head Wrestling Coach | | Head Golf Coach |
| | Head Track Coach | | School Paper Advisor |
| | Head Dance Team Coach | | Academic All Stars |
| | Head Soccer Coach | | Assistant Water Polo Coach |
| | Head Softball Coach | | |
| | Head Volleyball Coach | F. | Head Middle School Coaches |
| | ASB Advisor | | Class Advisor |
| | Head Varsity Rally Advisor | | Aerie Advisor |
| | | | FBLA |
| C. | Head Swimming Coach | | DECA |
| | Head Cross Country Coach | | International Club Advisor |
| | Head Water Polo Coach | | Middle Sch. Student Council Advisor |

190 **M.S. Athletic Director
 191
 192 D. Assistant Football Coach
 193 Assistant Basketball Coach
 194 Assistant Wrestling Coach
 195 Assistant Track Coach
 196 Assistant Baseball Coach
 197 Assistant Softball Coach
 198 Head Ski Coach
 199 Head Tennis Coach
 200 Head Vocal Music
 201 Head Forensics Coach
 202 Assistant Soccer Coach
 203 Assistant Volleyball Coach
 204 Assistant Instrumental Music
 205 JV Rally Advisor
 206 Freshman Rally Advisor
 207

G. Assistant Middle Sch. Coach
 Color Guard
 Link Advisor (2)
 H. Drama Club Advisor
 Heliaca Advisor
 Earth Club
 Art Club
 Mecha
 Electric Car Club

**This stipend is paid for each semester.

208 Extended Season—For athletic or activity team(s) who qualify for State play-offs sponsored by
 209 OSAA, head and varsity coach(s) will be paid 5% of their personal extra-duty pay for that
 210 assignment per week beginning with Monday of the first week of any state play-off season. The
 211 pay will increase to 7.5% of their personal extra-duty pay for that assignment for any subsequent
 212 week of the state play-off season.

1 **APPENDIX D**

2 **JOB SHARING POLICY & AGREEMENT FORM**

3
4
5 Code: GCEC

6
7 Adopted: 8/28/91

8
9 **JOB SHARING POLICY**

10
11 The Board determines when job-sharing is an appropriate personnel practice and
12 directs the superintendent to establish procedures for job-sharing as an employment
13 option, subject to the following guidelines:

- 14 1. Responsibility for determining whether or not a job is to be shared will rest with
15 the superintendent or his/her designee;
- 16 2. The program’s effectiveness and efficiency must be the primary consideration in
17 determining whether a job is to be shared;
- 18 3. The results of job-sharing will not be detrimental to the district’s goals and
19 philosophy;
- 20 4. The district’s overall cost of a job-share shall not exceed that of one full-time
21 equivalency (1.0).
22
23
24
25
26

27
28 **END OF POLICY**

29
30 Legal References: ORS 332.107 Eugene Education Association v Eugene School
31 District 4J, Case Nos. UP-8-87 and UP-18-87,9 PECBR 9391 (1987); rev’d 91 Or
32 App.72 (1988); vacated and remanded 306 Or.659 (1988).
33

1 **JOB SHARING AGREEMENT FORM**

2
3 Job sharing is considered an appropriate personnel practice in certain limited situations
4 providing it ensures quality educational experiences to all involved students, continues
5 effective instructional services, and maintains the same level of curriculum offerings as
6 provided prior to the establishment of a job sharing assignment at no increased cost.
7 Job share assignments are defined as certified positions that were previously held by
8 full-time employees and may be assumed by two staff members instructing the same
9 students. In reference to Board policy GCEC, implementation of a job sharing
10 assignment requires completion of the following agreement:

11
12 **A. GENERAL ASSIGNMENT**

- 13
14 1. Assignment: The job share assignment is _____
15 _____
- 16
17 2. Duration: This agreement is for the _____ school year.
- 18
19 3. Compensation and Fringe Benefits: Job share teachers will be subject to
20 the rights and benefits of the negotiated agreement. The amount of fringe
21 benefits that are due a full-time teacher shall be prorated pursuant to the
22 existing collective bargaining agreement.
- 23
24 4. Teacher Status: We acknowledge that we both will have the status of
25 part-time teachers and will retain only the rights as indicated in ORS
26 342.845. Teaching experience shall be credited at half-time each.
- 27
28 5. Work Day and Benefits: Both teachers acknowledge and consent that the
29 work they will be required to do under this contract, such as dual
30 appearance at faculty meetings and the like, will not be compensated as
31 extra work. The teachers agree that the cost to the district of fringe
32 benefits to both of them shall not exceed the total cost to the district of
33 fringe benefits for one full-time teacher. If the benefits do exceed such
34 costs, the teachers shall bear the extra costs themselves on an equal
35 basis.
- 36
37 6. Position Openings: Teachers working part time in the job share
38 assignment under this agreement will be entitled to bid for other position
39 openings within the district. However, there is no guarantee or right by
40 the job share teacher to such openings although they will be considered.
41 If one teacher accepts a full-time position, there is no obligation to
42 continue the job share agreement for the other job share teacher on a job
43 share basis.
- 44
45 7. District Meetings: Both teachers will attend all district meetings.
- 46

47 **JOB SHARING AGREEMENT –GCEC—AR (cont’d)**
48

- 49 8. Principal Approval: The proposed job sharing assignment must have the
50 approval of the building principal. If the building principal denies the
51 request, the job share teachers making application may request a
52 voluntary transfer through the human resources office.
53

54 **B. TEACHER TEAM RESPONSIBILITIES**
55

- 56 1. Report Cards: Each teacher will be responsible for grading in his/her
57 area. The morning teacher will keep attendance and lunch count. A
58 coordinated effort will be made on social aspects of grading.
59
- 60 2. Field Trips: If field trips overlap from morning to afternoon, both teachers
61 will be in attendance.
62
- 63 3. Programs: Both teachers will be present at all school programs.
64
- 65 4. Parent Contact: Parents will be contacted by individual teachers as
66 problems arise. If it is a problem common to both teachers, a conference
67 between both teachers and the parent will be arranged.
68
- 69 5. Parent Conference: Both teachers agree to conduct scheduled parent
70 conferences for their students or an equal number of students depending
71 on the circumstances relating to their teaching assignment.
72
- 73 6. Planning Time: Teachers will be scheduled so that they will have a
74 minimum amount of designated time to plan together.
75
- 76 7. Room Arrangement: Both teachers will cooperate to plan and implement
77 a pleasant learning environment.
78
- 79 8. Discipline: Prior to the start of school, room standards will be arranged by
80 mutual agreement. An attempt will be made for consistent discipline.
81
- 82 9. Substitute Teachers; At the beginning of the school year, both teachers
83 will agree to an arrangement for substitute teachers to cover their
84 particular assignment. This agreement is subject to the approval of the
85 principal.
86
- 87 10. Pre-approved Leave or Extended Leave:
88
- 89 a. A job-share teacher shall be compensated at a daily substitute
90 rate, if a pre-approved leave or extended leave is ten (10)
91 consecutive days or less.
92

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- b. If a job-share partner is on a pre-approved leave of absence for more than ten (10) consecutive days, on the eleventh day, the teacher who has been working in a full-time capacity, will receive full-time teaching salary and benefits, until the partner who is absent returns.
- c. The job-share teacher who has worked as a full-time teacher while his/her partner has been on a leave of absence or is absent for ten (10) consecutive days or more, will receive on the eleventh day, full-time teaching salary, retroactive to the first day worked.
- d. The job-share teacher who has worked as a full-time teacher while his/her partner has been on leave of absence or is absent for ten (10) consecutive days or more, will receive on the eleventh day, prorated sick leave hours retroactive to the first day worked.

C. BUILDING RESPONSIBILITIES

- 1. Faculty Meetings: Both teachers will attend all regularly scheduled faculty meetings as requested by the principal.
- 2. Building In-Service: If job share teachers are required by the building principal to attend a building in-service activity, the principal shall notify the job share teachers at least two weeks prior to the schedule in-service activity. The principal may release job share teachers from schedule building level in-service activities.
- 3. Beginning – and – End-of-year Tasks: Cumulative folders, inventory, room cleanup, etc.: teachers shall share responsibilities on the first and last work day.
- 4. Teaching Hours: May be reversed at the semester, if both teachers and principal agree.

Teacher _____ Date _____

Teacher _____ Date _____

Principal _____ Date _____

Director
of Personnel _____ Date _____

Superintendent _____ Date _____

1
2 **APPENDIX E**

3
4 **Memorandum of Understanding**

5
6 **Between**

7
8 **Centennial Education Association/East County Bargaining Council**

9
10 **And**

11
12 **The Centennial School District**

13
14 Sick Time (SB454)
15

16
17 SB 454 provides that the 10 days of sick leave per year that can be used for any of the
18 following reasons:

- 19
- 20 (1) For an employee's mental or physical illness, injury or health condition, need for
21 medical diagnosis, care or treatment of a mental or physical illness, injury or health
22 condition or need for preventive medical care.
23
- 24 (2) For care of a family member with a mental or physical illness, injury or health
25 condition, care of a family member who needs medical diagnosis, care, or treatment
26 of a mental or physical illness, injury or health condition or care of a family member
27 who needs preventive medical care.
28
- 29 (3) Notwithstanding ORS 659A.153, for any other purpose specified in ORS 659A.159.
30
- 31 (4) For a purpose specified in ORS 659A.272, notwithstanding ORS 659A.270 (1).
32
- 33 (5) In the event of a public health emergency. For purposes of this subsection, a public
34 health emergency includes, but is not limited to:
35
- 36 (a) Closure of the employee's place of business, or the school or place of care of
37 the employee's child, by order of a public official due to a public health
38 emergency;
39
- 40 (b) A determination by a lawful public health authority or by a health care provider
41 that the presence of the employee or the family member of the employee in the
42 community would jeopardize the health of others, such that the employee must
43 provide self-care or care for the family member; or
44

45 (c) The exclusion of the employee from the workplace under any law or rule that
46 requires the employer to exclude the employee from the workplace for health
47 reasons.
48

49 SB454 also uses the following definition of "Family member":

50 "Family member" means an employee's spouse, same-gender domestic partner,
51 custodial parent, non-custodial parent, adoptive parent, foster parent, biological parent,
52 stepparent, parent-in-law, a parent of an employee's same-gender domestic partner,
53 an employee's grandparent or grandchild, or a person with whom the employee is or
54 was in a relationship of in loco parentis. 'Family member' also includes the biological,
55 adopted, foster child or stepchild of an employee or the child of an employee's same-
56 gender domestic partner. An employee's child in any of these categories may be either
57 a minor or an adult at the time qualifying leave pursuant to these rules is taken.

58 Memorandum of Understanding

59 Between

60 Centennial Education Association/East County Bargaining Council

61 And

62 Centennial School District

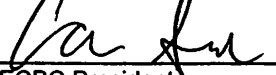
63
64 A task force will be comprised of club advisors, athletic coaches, athletic director,
65 administrators, and members of the CEA bargaining team. The task force will review the
66 current system and make recommendations for: adding new positions, stipend amounts,
67 updates to the current list of positions, job descriptions, hiring process, and review the balance
68 of HS, MS and ELEM.

69
70 The task force will meet during the 2016-2017 school year to work to address all identified
71 interests and make recommendations to the Centennial Education Association and the District
72 before the end of the school year. If the Task Force has recommendations that have budgeting
73 implications for the 2017-2018 school year, recommendations must be presented before March
74 15, 2017.


75
76 This MOU will expire on June 30, 2017.

77
78 For the Association

For the District

79
80  8-17-16
81 ECBC President Date

82
83
84  8-18-16
85 Superintendent Date

86
87  8/18/16
88 Centennial EA Bargaining Chair Date

89
90  8/18/16
91 Director of Human Resources Date

92
93  8/18/16
94 Centennial EA President Date

95
96  8/19/16
97 Board Chair Date

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108 CC: OEA Consultant
109 CEA Grievance Chair
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Memorandum of Understanding
Between
Centennial Education Association/East County Bargaining Council
And
Centennial School District

The following agreements were created for Professional Learning Communities (PLC) to build consistency and promote collaboration:

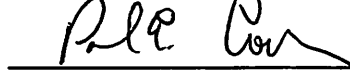
- Definition: A PLC is a group of educators engaged in an ongoing process to work collaboratively in recurring cycles of collective inquiry and action research to support the learning of each and every student. PLCs operate under the assumption that the key to improved learning is continuous job-embedded learning for educators.
- Members of each PLC set their own agenda with administrative guidance and in adherence with the definition of a PLC.
- Location will be determined by the PLC. The Principal may direct location 25% of the time.
- Coaching is a valuable support in the PLC process. Coaches and PLC members will work collaboratively in order to achieve the goals of the PLC.
- Principals will meet annually with the staff to gather input to develop a Professional Development (PD) plan that includes PLCs. The PD plan will be created in collaboration with the staff by November 15th and shared out with staff a second time if modified.

This MOU expires on June 30, 2019

For the Association

 8-17-16
ECBC President Date

For the District

 8-18-16
Superintendent Date

 8/18/16
Centennial EA Bargaining Chair Date

 8/18/16
Director of Human Resources Date

 8/18/16
Centennial EA President Date

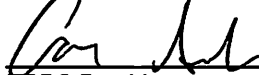
 8/19/16
Board Chair Date

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Memorandum of Understanding
Between
Centennial Education Association/East County Bargaining Council
And
Centennial School District

A task force will be formed of equal parts CEA, OSEA and District members to explore the pros and cons of HSA, HRA, and VEBA. Any recommendations should be shared out to all parties by March 1, 2017.

For the Association

 8-17-16

ECBC President Date

 8-18-16

Centennial EA Bargaining Chair Date

 8/18/16

Centennial EA President Date

For the District

 8-18-16

Superintendent Date

 8/18/16

Director of Human Resources Date

 8/19/16

Board Chair Date

CC: OEA Consultant
CEA Grievance Chair