

**2019-
2022**

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

2019-2022

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.

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- 1.3 The Board agrees not to negotiate with or recognize any other employees' organization other than the Council for the duration of this Agreement.
- 1.4 For this contract, the following definitions apply unless otherwise indicated:
 - 1.4.1 Member: All unit members represented by the Bargaining Council in the bargaining unit as defined in Section 1.1 above.
 - 1.4.2 Probationary: A member who has not completed the probationary period. A member is probationary for his/her first three years of employment.
 - 1.4.3 Substitute: Anyone employed to take the place of a regular member who is temporarily absent for less than ninety (90) consecutive workdays in the same school year.
 - 1.4.4 Temporary:
 - 1.4.4.1 Anyone employed to take the place of a regular member who is temporarily absent and whose employment extends ninety (90) workdays or more. Such an employee shall be included in the unit starting with the ninetieth (90th) workday or as soon as the District becomes aware that their employment will extend ninety (90) workdays or more, whichever comes earlier.
 - 1.4.4.2 Anyone contracted on a temporary basis for ninety (90) workdays or more. Such an employee shall be included in the unit from the beginning of their employment.
 - 1.4.4.3 Vacancies identified after August 15 may be posted as temporary. Such an employee shall be included in the bargaining unit from the beginning of their employment.
 - 1.4.4.4 The Human Resources office will notify the OEA office with a copy of the notification to the CEA President when a temporary employee exceeds 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 shall 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.

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

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

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

2.4 Informal Level

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

2.5 Level One

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

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

2.6 Level Two

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

- 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.
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- 149 2.10 Association Grievance

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2.10.1 If a grievance affects members in more than one building, the Association may submit such grievance in writing to the superintendent/designee directly and the processing of such grievance shall be commenced at Level Two. The Association may process such a grievance through all levels of the grievance procedure even if the grievant does not wish to do so.

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

2.11 Separate Grievance Files

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

2.12 Any resolution between a grievant and the District that deviates from the contract is not 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.

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ARTICLE 4

ASSOCIATION/COUNCIL RIGHTS

4.1 Released Time for Meetings

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

4.2 Use of School Buildings

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

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

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

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

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

4.3 Use of School Equipment

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

4.4 Bulletin Board

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

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

4.5 Right to Speak at Meetings

Upon request, an Association/Council representative shall be allowed to speak at the conclusion of any faculty or other professional meeting, subject to notification of the 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 as required by law.
70

71 4.7.3 The Association/Council will be provided with the names and addresses of all
72 new members and all retiring employees as soon as such information is
73 available. Changes of address, marital/domestic partner status, etc., normally
74 reported to the district to assure accurate records, will be forwarded to the
75 Association/Council each month.
76

77 4.8 Use of School Mail Systems
78

79 4.8.1 The Association/Council will have the use of school mailboxes and the
80 interschool mail/internet system, as long as it is in effect district-wide and as
81 long as all such mail or material is identified as Association/Council business.
82

83 4.8.1.1 Such Association/Council mail or material shall remain
84 confidential and shall not be monitored and/or reviewed by the
85 District, its representatives or its contracted service providers.
86

87 4.8.1.2 If the parties fail to reach a successor Agreement prior to the
88 expiration date of this current Agreement, the
89 Association's/Council's right to use the District intranet system shall
90 continue unless and until the parties enter into the "30-day cooling
91 off period" of bargaining.
92

93 4.8.1.3 The Association shall refrain from using the District mail and/or
94 intranet system for political purposes except as allowed by law.
95
96

97 4.9 Association/Council Letter of Representation

98
99 The Association/Council will have the right to prepare and provide a letter informing all
100 newly hired members that the Council is recognized as the exclusive negotiating
101 representative for all members identified in the Agreement. The letter will be provided
102 by the Association/Council to the District by June 1 to be transmitted to the new
103 member personally, when the member picks up material from the Office of Human
104 Resources, or by mail. Delivery shall be completed prior to the first day students
105 officially return to the school in the fall.

106
107 4.10 Member Information

108
109 By October 10, of each year, the District shall provide to the Association an electronic
110 database of each employee in the bargaining unit (both active and non-members) that
111 includes first date of service, FTE, classification or title, PERs classification, employee
112 ID number (as currently provided), worksite, position on the salary schedule, and
113 mailing address. Whenever a new employee is hired into the bargaining unit, the
114 District shall provide the above information within thirty (30) days of formal Board action
115 to hire. The District shall supply the Association with an updated copy of this list halfway
116 through the school year. In addition, a seniority list including licensure and
117 endorsements shall be provided by December 1 (with recognition that licensure and
118 endorsement status changes frequently as licenses are renewed by individual
119 teachers).

120
121 4.11 Orientation Programs

122
123 The Association shall be provided the opportunity for input in District level
124 member orientation programs.

125
126 4.12 Association/Council Leave

127
128 4.12.1 The Board shall provide seventy-five (75) days of release time for the
129 Association President or his/her designee to perform their functions as
130 Association/Council representatives for the purpose of negotiations,
131 grievances and contract maintenance. The Association/Council shall
132 reimburse the District for all costs of substitute salary, fixed charges, etc. The
133 days are non-accumulative and must be used or lost during the year granted.
134 Use will be limited to a maximum of four (4) days in any one month per
135 member. The principal or supervisor shall be notified one (1) week prior to
136 the release day except for emergencies.

137
138 4.12.2 In addition, the District shall approve, upon request, half-year or full-year
139 leaves of absence for a member elected or appointed to serve in an
140 OEA state position if a suitable temporary replacement can be obtained.
141 OEA shall reimburse the District for all costs of temporary salary, fixed
142 charges, etc.

143
144 4.13 Dues Authorization

145

- 146 4.13.1 By October 10 and then for any employee who becomes a member of the
147 Association after the start of the school year, the Association shall notify the
148 District of bargaining unit members who have elected to have dues deducted
149 from their paychecks and shall identify the dues to be deducted from each.
150 The District will enact dues deduction during the pay period following
151 notification.
152
- 153 4.13.2 The Association shall provide a formal letter from the OEA Membership
154 Department that confirms that OEA possesses sufficient documentation of
155 dues deduction authorization for those members. Upon request by the
156 District, the Association shall make available to the District for its review
157 documented proof of dues deduction authorization for employees.
158
- 159 4.13.3 Employees who wish to withdraw authorization for dues deduction must notify
160 the Association in writing. The Association shall notify the District when a
161 bargaining unit member should no longer have dues deducted. The District
162 shall cease dues deductions in accordance with OEA policies and
163 procedures regarding membership dues withdrawal.
164
- 165 4.14 Deductions
166
- 167 4.14.1 Upon written notification from the OEA authorizing the District to make a
168 payroll deduction for Association membership dues, the District will deduct one-
169 tenth (1/10) of CEA-ECBC-OEA-NEA dues from the regular salary check of the
170 employee each month for ten (10) months, beginning in November and ending
171 in August each year. Within ten (10) business days after each pay period, the
172 District shall remit to the Oregon Education Association, in a single payment, the
173 combined OEA/NEA dues, including voluntary association contributions,
174 deducted for the month.
175
- 176 4.14.2 For the months of September and October, the District will remit one-half
177 (1/2) of CEA annual dues each month to the local Association and send all
178 remaining money to OEA-NEA. For the months of November through
179 August, the District will send all money obtained through appropriate dues
180 deductions to the OEA-NEA.
181
- 182 4.14.3 Deductions for members who join the Association after the start of the school
183 year will be appropriately prorated so that payments will be completed by the
184 following August.
185
- 186 4.14.4 The Association/Council agrees to hold the District harmless against any and
187 all claims, suit orders or judgment brought against the District as a result of
188 this Section.
189
- 190 4.15 Employee Information
191
- 192 4.15.1 Each month, the District shall provide the OEA Membership Specialist the
193 following information for each employee in the bargaining unit (both active
194 members and non-members). Information shall include the employee ID
195 number (as currently provided), FTE, classification or title, worksite and any

196 NEA/OEA/CEA dues paid, including voluntary Association contributions. This
197 information shall be provided in the current electronic manner as is currently
198 being provided by the District.
199

200 4.15.2 Whenever a new employee is hired into the bargaining unit, the District shall
201 provide the above information within thirty (30) days of hire.
202

203 4.15.3 The District shall notify the OEA Membership Specialist monthly whenever an
204 employee in the bargaining unit is placed on an unpaid leave of absence for
205 more than thirty (30) days, retires, is laid off, resigns, or changes their name.
206

207 4.16 Indemnification
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209 The Association agrees to indemnify, defend, and hold the District harmless from
210 employee or former-employee claims, orders, or judgments against the District
211 concerning the dues deductions procedures outlined in this agreement. The
212 Association's obligations are contingent upon the District: 1) giving the Association at
213 least two-week's notice, in writing, of any claim; 2) and fully cooperating with the
214 Association and its designated counsel in the defense of the claim. The Association's
215 obligation does not extend to criminal allegations or actions brought against the District
216 by the Association. In the event the District properly invokes this paragraph, the
217 Association will provide the attorney to defend against the claim. In the event the
218 District wishes to use its own attorney, the District will pay the fees and costs of said
219 attorney.

1 **ARTICLE 5**

2
3 **MEMBER RIGHTS**

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5 5.1 Representation

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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
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- 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.
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- 5.10.2 Members shall be informed of situations in which employees may have been or may be exposed to potentially contagious diseases, illnesses or environmental hazards, when notified by the local department of health or other government agency.
 - 5.10.3 In the event that a work site is found in violation of state/federal environmental standards, corrective action shall be initiated in accordance with state and federal requirements.
 - 5.10.4 A Safety Committee (ORS 654.176) shall exist at every building site with Association designated members on the committee, in addition to complying with OAR 437-004-0250. The committee shall meet at least monthly to address environmental/safety problems or solutions.
 - 5.10.5 By January 1, 2009, each school building shall develop a system to disseminate information to members assigned to work with or supervise students who (a) have a behavior plan as part of an IDEA or 504 plan, or (b) are the subject of a report made to the school by the County Juvenile Department, in accordance with ORS 419.015(3)(b), as soon as the District is made aware of such situations. The Building Rep and CEA President will be provided with a copy of each building's system by October 15.
 - 5.10.6 No reprisals or discrimination shall be made to any employee who makes disclosures of an unsafe or unhealthy working environment, in accordance with ORS 654.062(5), OAR 839-004-0004 and OAR 839-004-0221.
 - 5.10.7 The District shall provide information and assistance about disability and workers compensation claims, upon request of members.
- 5.11 Technology and Equipment
- 5.11.1 The Technology Supervisor will meet with all Computer Resource Teachers (CRTs) at least four (4) times a year to receive feedback on all computer issues in buildings and to discuss possible changes and solutions to these problems. The CRTs will provide feedback to staff in their buildings and be the conduit for problem solving and professional development with the Technology Department.
 - 5.11.2 The Association shall be provided opportunity to have input prior to any significant changes or additions to technology systems and/or policies relating to (a) member use of technology, email, and/or the internet, or (b) employee supervision of student use of computers, email, and/or the internet.
 - 5.11.3 The District will assume the risk for technology equipment used by any member assigned to more than one building 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).

- 200 5.11.4 The District will assume the risk for technology equipment used by any member
201 when damage or loss of said equipment occurs off District property and
202 reasonable security precautions have been taken (e.g. the technology
203 equipment is in a locked vehicle, under a seat, in a trunk or locked
204 compartment, as examples). The District is assuming the cost above the
205 diminished value if they used the appropriate precautions.
206
- 207 5.11.5 The Association and District will collaborate on the development of an
208 implementation plan for new classroom related technology. The plan will
209 require professional development for all staff during non-student contact time.

1 **ARTICLE 6**

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3 **PERSONNEL FILES**

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5 6.1 File Maintenance

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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.

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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.

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

ARTICLE 7

COMPLAINT PROCEDURE

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

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

7.2 Informal Level (Optional)

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

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

7.3 Formal Level

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

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

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

7.3.4 The member may request a meeting with the complainant to hear the complaint directly.

- 51 7.4 General Provisions
52
53 7.4.1 No member who is a recipient of a complaint shall engage in any form of
54 reprisals against the complainant. The member must respect all
55 confidentiality relative to such complaints and the complainant.
56
57 7.4.2 The member shall have the right to representation of his/her choice.
58
59 7.4.3 Any complaint that the administrator chooses not to discuss with the member
60 shall not be placed in the member's personnel file, shall not be considered in
61 the member's evaluation and shall not be used against the member in any
62 subsequent action by the District.
63
64 7.4.4 Only complaints that are determined to be valid will be placed in the
65 member's personnel file, used in the member's evaluation, or used as a basis
66 for discipline.
67
68 7.4.5 If the complaint is placed in the member's personnel file, it shall include at
69 least the following information: name of the member against whom the
70 complaint is made, the date and the nature of the complaint, and the name(s)
71 of the complainant(s). The member shall be supplied with a copy of the
72 complaint. The member shall have the right to attach a written response to
73 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
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69 8.2.1 Vacancy Defined
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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
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93 Vacancies occurring during the normal summer months will be posted on the
94 district's website.
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96 8.3 Transfers
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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

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the school district to another building in the school district.

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 to transfer to another building for the next school year shall file a written statement of such desire, including their preferred grade-level(s) or subject assignment, 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.

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

ARTICLE 9

MEMBER EVALUATION

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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
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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.

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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

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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.

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99 9.9.6.2 Participation in peer assistance is voluntary.

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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**

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5 10.1 Reduction in Force

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

43
44 10.1.3.2.1 Members with probationary status shall be reduced first.

45
46 10.1.3.2.2 If further reductions in force are made within that
47 group, the reduction shall be made from among the
48 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 coverage may be continued by the member for the balance of the layoff

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

103
104 10.2.2 All benefits to which a member was entitled at the time of his/her layoff will
105 be restored, in accordance with current contract benefits, upon his/her
106 return to active employment. The member will be placed on the proper step
107 of the salary schedule for the member's current position according to the
108 member's experience and education.

109
110 10.3 Recall Procedure

111
112 10.3.1 Recall shall be by inverse order of layoff using the criteria set forth in
113 Article 10.1 above;

114
115 10.3.1.1 Members with contract status shall be recalled first.

116
117 10.3.1.2 Members with probationary status shall be recalled after the list of
118 contract members has been exhausted.

119
120 10.3.2 Notice of recall shall be sent via certified mail to the last address given to the
121 personnel office by the member. A member shall have ten (10) calendar days
122 from the date the notice of recall was received to notify the District of his/her
123 intent to return. The member must report on the starting date specified by the
124 District, provided the reporting date is at least twenty (20) calendar days from
125 the date the notice of recall was received. Failure to notify the District of
126 intent to return or to return to work within the time limits shall be considered
127 the resignation of said member. This reporting timeline shall be extended for
128 a member who has taken a position in another district and is required to give
129 that district a sixty (60) days' notice before leaving employment.

130
131 10.3.3 Members with contract and probationary status who are laid off from the
132 District shall be eligible for recall as outlined above for a period of twenty-
133 seven (27) months after the effective date of their layoff unless they:

134
135 10.3.3.1 Resign, in which event a written resignation shall be sent to the
136 District.

137
138 10.3.3.2 Fail to return when recalled as described above.

139
140 10.3.4 A member who is employed full time who accepts or rejects part-time or
141 substitute, or temporary work will not lose his/her right to recall to regular
142 full-time employment with the District. A member who is employed part time
143 who accepts or rejects full-time or substitute work will not lose his/her right to
144 recall to regular part-time employment with the District.

145
146

147 10.4 APPEAL PROCEDURE

148

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

151

152 10.4.1 The Association shall have ten (10) days from the time the member
153 received written notice of layoff to request expedited arbitration. This
154 request shall be in writing.

155

156 10.4.2 The Association and the District shall, then, have ten (10) days to select an
157 arbitrator. Failing to do so, the Association and the District shall request that
158 ERB appoint an arbitrator who can hear the case within one (1) calendar
159 month.

160

161 10.4.3 The decision of the Arbitrator shall be final and binding upon all interested
162 parties, as long as the Arbitrator's decision is within his/her jurisdiction. The
163 Arbitrator is authorized to reverse the layoff or recall decision made by the
164 District, if the District:

165

166 10.4.3.1 Exceeded its jurisdiction;

167

168 10.4.3.2 Failed to follow the procedure applicable to the matter before it;

169

170 10.4.3.3 Made a finding or order not supported by substantial evidence in the
171 whole record; or

172

173 10.4.3.4 Improperly construed the applicable law.

1 **ARTICLE 11**

2
3 **CALENDAR AND WORK DAY**

4
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 11.2.5 Vacation Days

48
49 Within the normal work year, members shall be allowed the following vacation
50 periods which are not counted as part of the 192-day normal work year for

51 which the annual salary is paid: three (3) consecutive calendar days at
52 Thanksgiving, not less than thirteen (13) consecutive calendar days for a
53 winter break and not less than one (1) week (Monday through Friday, plus the
54 weekend before and after) for a spring break.
55

56 11.2.6 Grading and Conference Days Preparation

57
58 11.2.6.1 The District shall provide at least one-half (1/2) day without students
59 to each member at all levels for grading purposes each grading period
60 (which will include progress reports).
61

62 11.2.6.2 The District will provide one-half (1/2) day without students to
63 each member at all levels for conference preparation.
64

65 11.2.6.3 District shall provide one-half (1/2) day for each high school
66 member for semester preparation.
67

68 11.2.6.4 A half day is defined as four hours of time during an eight-hour
69 day, with a minimum of three consecutive hours.
70

71 11.2.6.5 On early release days, there will be no district/building meetings
72 scheduled, except in case of emergency.
73

74 11.2.7 Inservice Days

75
76 11.2.7.1 For full-time members, there shall be no less than twelve (12) hours
77 to be set aside exclusively for individual planning and preparation
78 prior to the start of the school year. Any meetings or activities
79 related to an additional paid responsibility of an individual teacher
80 may count toward that twelve (12) hour total.
81

82 11.2.7.2 Part-time members shall be granted prorated pay and work time for
83 two (2) days of work at the beginning of the year and one (1) day at
84 the end of the school year after students are dismissed for the
85 purpose of preparation and planning.
86

87 11.3 Extended Duties

88
89 Extended Duties are duties (exclusive of regular classroom instruction)
90 that extend beyond the normal work year.
91

92 11.3.1 Members who accept an offer of additional days on an extended
93 contract shall be paid their per diem rate.
94

95 11.3.2 Members who are involved in curriculum development, traffic safety,
96 textbook adoption, or similar professional activities after the end of the
97 work year or work day shall be paid according to Appendix C.
98

99 11.3.3 Except as provided in Appendix C, for all other assignments supervising

100 students (e.g., Saturday School) twenty-five (\$25) dollars per hour shall be
101 paid as additional compensation for the actual time worked.
102

103 11.4 Additional Work Day
104

105 11.4.1 High school counselors will be granted five (5) paid summer work days. Additional
106 days, paid for compensatory time, may be granted as determined by the building
107 principal.
108

109 11.4.2 A member may be granted additional workdays on a per diem basis. There must
110 be a demonstrated need as determined by the building principal and approved by the
111 superintendent.
112

113 11.5 Inclement Weather
114

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

122 11.6 Workday
123

124 11.6.1 The bargaining unit member's workday shall not be less than seven (7) hours
125 thirty (30) minutes or more than eight (8) hours.
126

127 11.6.2 All bargaining unit members shall be entitled to a duty-free uninterrupted
128 lunch period of not less than thirty (30) minutes per day.
129

130 11.6.3 A member shall not be required to extend his/her working hours beyond the
131 regular workday more than twice a month, up to a total of five (5) times per
132 year, unless the District provides time and a half overtime compensation
133 (based on the member's normal per diem rate of pay) or compensatory time
134 off at a time and a half rate. Compensatory time shall be scheduled by the
135 member and his/her building principal. On days with a planned extension,
136 meetings will not be scheduled for the affected members. At least a two (2)
137 week notice will be given prior to planned extensions of the work day.
138

139 11.6.4 Members of the bargaining unit shall have the right to a 7-1/2-hour work day
140 on the last workday before a holiday or break.
141

142 11.7 Preparation Time
143

144 All full-time members of the bargaining unit in a given building shall receive the
145 same amount of preparation time as other full-time members in that building as set
146 out below. Preparation time will be counted in blocks of no less than fifteen (15)
147 minutes. Preparation time shall be pro-rated for part-time members. By September
148 1 of each year, the Association will be provided with schedules for each building
149 specifying minimum preparation time.

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

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

11.7.1 Elementary

- 11.7.1.1 Full-time elementary members shall receive daily preparation time to total not less than three hundred sixty-five (365) minutes per week.
- 11.7.1.2 Full-time elementary members shall receive preparation time of no less than one hundred twenty-five (125) minutes per week during student contact time in blocks of no less than twenty-five (25) uninterrupted minutes per day. On days with no scheduled preparation time, members will receive a fifteen (15) minute relief break scheduled by the building administrator.
- 11.7.1.3 Members supervising another member's class when a substitute is not available for 30 minutes or more will receive substitute pay based upon the current substitute rate, in addition to their regular daily pay.

11.7.2 Middle School

- 11.7.2.1 Full-time middle school members shall receive daily preparation time to total not less than three hundred sixty-five (365) minutes per week.
- 11.7.2.2 Full-time middle school members shall receive one instructional period for the days that follow a regular bell schedule per day during student contact time.

11.7.3 High School

- 11.7.3.1 Full-time high school members shall receive daily preparation time to total not less than three hundred sixty-five (365) minutes per week.
- 11.7.3.2 Full-time high school members on a seven period day schedule shall receive one (1) prep/planning period per day.
- 11.7.3.3 During semester finals week, members shall receive no less than the minimum of one (1) testing period for preparation.

- 199
200 11.7.4 Preparation time during weeks with less than five (5) days student attendance
201 required will be reduced on a pro rata basis (a day = 1/5).
202
203 11.7.5 Middle and High School
204
205 When a member agrees to substitute during his/her duty-free preparation period
206 the member shall be compensated at his/her normal per diem rate of pay.
207
208 11.7.6 Any District-required training including, but not limited to, initial setup of District
209 equipment, online trainings, and student information systems, will not be taken
210 out of member planning time.
211
212 11.8 Members shall not be assigned to cover a second class during their instructional time.
213
214 11.9 Licensed Special Education Specialists/Learning Specialists
215
216 Licensed Special Education Specialists refers to those who provide Special Education
217 services, including Occupational Therapy, Speech and Language therapy, Physical
218 Therapy, specialized consulting, and classroom instruction. Learning Specialists refer
219 to those licensed to deliver Special Education classroom instruction.
220
221 11.9.1 Learning Specialists at the Middle and High School levels shall receive no less
222 than one (1) daily preparation period and one (1) daily case management
223 period.
224
225 11.9.2 All licensed Special Education specialists will be allocated up to two (2) days of
226 substitute coverage or additional compensatory time at the member's normal
227 per diem rate of pay. The member will have the right to choose the option. Up
228 to two (2) additional days may be provided with pre-approval from the Director
229 of Student Services.
230
231 11.9.3 In the case of extended absences, it is the responsibility of the District to
232 provide a solution to maintaining services to students. Student services will not
233 be delayed if a specialist is on an extended absence. Specialists who agree to
234 help cover caseloads during another specialist's extended absence will be
235 compensated at their normal per diem rate of pay by submitting a time sheet
236 for services performed within the IEP and approved case management time.
237
238 11.9.4 Duties during the school day will not be assigned to licensed Special Education
239 Specialists unless a limitation of building resources necessitates such a
240 schedule. If a building is unable to develop a schedule that takes the burden of
241 duties off of Specialists, the administrator will first work with the Association
242 representative to problem solve the schedule. If the schedule is not able to be
243 resolved at the building level, District leadership will work with Association
244 leadership to jointly review and problem solve the building schedule. In the
245 case that limited resources require a duty assignment, no more than one duty
246 during the work day shall be assigned.
247
248 11.10 Conference Scheduling

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

299 building's members.

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11.10.5.1 A member with extenuating circumstances which prevent 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.

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ARTICLE 12

WORKLOAD

- 12.1 The District and ECBC agree that the pupil-member ratio is an important factor in maintaining quality education and agree to establish a class size committee to address concerns from members and/or administrators regarding class size issues.
- 12.2 A member who believes his/her workload is excessive compared to other members in the District may discuss the situation with the principal. If not satisfied with the response at this level, the member may discuss the matter with the Assistant Superintendent and may suggest option(s) for the District's consideration. The member, upon request either to the Association representative or to the Assistant Superintendent, will have his/her concern addressed by the class size committee. In lieu of a class size committee, the Association president or designee will meet with the Director of Human Resources to address the concern. The member and the CEA president will receive a response from the class size committee within twenty (20) school days of making the request and providing the information the committee may require.
- 12.3 The Association President shall be provided with a District printout of class size by school and by class by September 15 and by February 1 of each school year.
- 12.3.1 For Special Education caseloads, the District will annually publish its guidelines and review process for allocation. National licensed Special Education Specialists' caseload guideline will be considered as part of the District's guidelines. By October 15, the Association will be provided with current caseloads.
- 12.4 By September 15 of each year a class size committee of three (3) members appointed by the Association President and three (3) administrators will meet to review class sizes, consider options, and formulate recommendations for school board consideration. The class size committee will meet as necessary to address concerns it receives from members or administrators. The committee will consider the following factors in deciding upon its recommendation(s):
- 12.4.1 The number of students in the class,
 - 12.4.2 School and district class size averages,
 - 12.4.3 The number and characteristics of special need students,
 - 12.4.4 The instructional level of the classroom (e.g. primary, intermediate, etc.),
 - 12.4.5 The member's professional experience,
 - 12.4.6 The amount of educational assistant time or specialist assistance provided,
 - 12.4.7 Other factors as suggested by the member.

359

360 12.5 Class size computations for a grade or school shall be made on the ratio of classroom
361 members to students exclusive of specialist. If a school council, however, agrees to
362 increase its level of specialists or otherwise modify its staffing allocation, then such
363 occurrence should be a factor considered in class size discussions by the class size
364 committee.

365
366 12.6 In situations where a class size or a specialist load exceeds the level desirable, the
367 committee will consider the following options:

- 368
369 12.6.1 Transfer/reassignment of students,
370
371 12.6.2 Adding certified staff,
372
373 12.6.3 Additional educational assistant time,
374
375 12.6.4 Development of split classrooms,
376
377 12.6.5 No changes due to financial/physical space/time limitations,
378
379 12.6.6 Other options mutually agreed to between the members and administrators on
380 the committee.

381
382 12.7 All elementary classroom members will complete at the beginning of the school year
383 and correct for changes during the year a list of students in the room, identifying special
384 conditions for any student (e.g. IEP for behavior, ESL, TAG, etc.) that should be
385 considered in reviewing class sizes. The principal or designee will review this
386 information for the grade level at the time of assigning a student new to the building.
387 The principal will also present this information to the Superintendent or designee when
388 class sizes at that grade level are being reviewed for District decision-making.

389
390 12.8 At any time after being assigned an exceptional student (e.g. IDEA or 504 eligible, ESL,
391 TAG), the teacher may request additional training to provide him/her with the necessary
392 skills for dealing with that particular exceptional student.

393
394 The case manager will meet with the teacher within one week of the request to identify
395 useful training and resources. This may include District or outside specialist and/or
396 other District teachers, who will consult, model classroom techniques, identify
397 workshops or resources (courses or reading material, etc.). The teacher and case
398 manager will create a schedule for accessing such assistance. A member who
399 continues to have concerns about available training may contact the principal.

1 **ARTICLE 13**

2
3 **INSTRUCTION**

4
5 13.1 Academic Freedom

6
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

100 change and the reasons for it.

101

102 13.3 Site Based Decision Making

103

104 13.3.1 The Board of Directors, in order to improve the quality and effectiveness of
105 education, shall establish site councils at each school in conformance with state
106 statutes and regulations in accordance with ORS 329.704.

107

108 13.3.2 The duties of the site councils shall be those prescribed in the statute.

109

110 13.3.3 A site council, in reaching decisions on matters within its responsibilities, shall
111 not alter, amend or modify the Agreement without the approval of the District
112 and the East County Bargaining Council.

113

114 13.3.4 Member participation on a site council is voluntary and lack of participation shall
115 not be noted negatively in a member's evaluation or personnel file and shall not
116 be used as a subject of discipline.

117

118 13.4 Classroom Disciplinary Procedure

119

120 The parties agree that maintenance of discipline within the classroom is an important
121 priority. Members and administration will work in collaboration and each further
122 agrees to assist the other in their mutual efforts to resolve difficult discipline issues.
123 Members will employ a range of supports and interventions that are culturally
124 responsive. Members will consistently implement the accommodations, modifications
125 and supports reflected in 504, IEP and behavior plans in accordance with state law.
126 The building principal will provide the member with a written building discipline
127 procedure and a copy of the student rights and responsibilities handbook at the
128 beginning of each school year.

129

130 13.4.1 Member Notification

131

132 Members who are assigned students who are known to have an IEP, or
133 Section 504 plan, or District-generated behavior intervention plan, shall be
134 provided access to a copy of the IEP, 504 plan, or District-generated behavior
135 intervention plan, and/or relevant information. Members shall review and
136 consistently implement the plans including modifications and accommodations
137 in accordance with IDEA, ADA, and/or applicable state law, and shall have the
138 opportunity to consult with appropriate staff members upon request.

139

140 13.4.2 Written Procedure

141

142 13.4.2.1 The District will make available on its web site a copy of its
143 adopted discipline policies. Members shall adhere to these
144 policies.

145

146 13.4.2.2 Building administrators/supervisors will meet with members
147 annually to collaboratively establish and/or review written
148 disciplinary standards and procedures for each building and

149 classroom to ensure uniform enforcement of district policies. In
150 addition, annual professional development shall be provided on
151 school climate and discipline for all members. Members shall
152 adhere to the procedures.

153
154 13.4.3 Disruptive Student

155
156 When a student is disrupting the instructional program to the detriment of
157 himself/herself and/or others, the member will take appropriate action. Any
158 student removed from class at any time by a member shall be directed by
159 such member to the principal or other designated person.

160
161 Following action by the principal or designee, the student may be returned to
162 the classroom. If, however, a member requests a conversation with the
163 principal/designee to discuss the student's behavior, the student's return to the
164 member's class shall be delayed until after the conversation has taken place.
165 Providing classroom coverage to allow for such conversation is the
166 responsibility of the principal/designee.

167
168 13.4.4 Seriously Disruptive Students

169
170 13.4.4.1 When a student is seriously disrupting the instructional
171 program by engaging in physical or verbal abuse, intimidation,
172 or harm to self or others, immediate action will be taken by the
173 member. The member shall be authorized to send the student
174 to the administrative office, or other location designated by the
175 principal/designee.

176
177 13.4.4.2 Before re-admittance to the member's workstation and/or duty
178 station a parent conference shall be required at which a written
179 behavior plan shall be finalized between the student, parent or
180 guardian, administrator/supervisor and the member. This
181 behavior plan shall specify the future behavior expectations of
182 the student. If a parent or guardian refuses or is unable to
183 attend this conference, the conference may be held in their
184 absence with a copy of the behavior plan sent to them via
185 certified mail.

186
187 13.4.4.3 By the end of the teaching day, the member referring a student
188 shall have either conferred with or provided a written report for
189 the appropriate administrator including:

190
191 13.4.4.3.1 A statement of the facts,

192
193 13.4.4.3.2 A summary of conditions leading to the referral,

194
195 13.4.4.3.3 Steps taken by the member to remedy the
196 problem and to motivate the student, and
197

198 13.4.4.3.4 Any other steps taken prior to the referral.
199
200 13.4.4.4 Affected members shall be notified with all relevant information
201 prior to the placement of a dangerous student in his/her
202 worksite. In cases where out-of-district transfers may delay the
203 information, the District shall notify affected members as soon
204 as the information is known.
205
206 13.5 The District will follow state and federal laws relative to any individual who
207 physically or verbally abuses or intimidates or interferes with any member
208 performing his/her duties.
209
210

1 **ARTICLE 14**

2 **PROFESSIONAL DEVELOPMENT**

3
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 or four (4)
20 semester hours per year for each licensed member. These hours may
21 accumulate to twelve (12) quarter hours or eight (8) semester hours in a three-
22 year period. Part-time members of half-time or more may be reimbursed only
23 for the pro-rata share of two (2) quarter hours, based on the percentage of full-
24 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 with classes taken fall quarter of the new school year and continue through summer session.

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.

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14.3.5 Scheduling Staff Development for Part-Time members

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

14.4 Continuing Professional Development

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

14.5 National Board Certification

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

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

14.6 Mentor Teacher Program

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

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

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

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

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

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

- 150 14.6.7 CPD units will be issued for each hour for each member of the mentor team for
151 every hour of individual consultation. Consultation time will be recorded in a log.
152
- 153 14.6.8 When the Mentor Teacher works with the newly hired teacher outside the
154 workday, the Mentor Teacher will be compensated at the curriculum rate, unless
155 the Mentor Teacher is participating in the state mentor grant.
156
- 157 14.6.9 Should the state provide grant dollars for mentor programs, and the District
158 receives a grant, grant dollars shall be distributed as stipulated in the grant, or if
159 not stipulated, one-half of the grant dollars will go to the Mentor Teacher with
160 the other half going for release time.
161

162 14.7 Professional Leave

163
164 The Centennial School District will create a pool of professional leave days equal to
165 the number of bargaining FTEs as identified in the proposed budget each year which
166 may be used by members of the bargaining unit for activities related to professional
167 teaching duties. Each building will be allotted days based on number of members
168 assigned to the building. Members who would like to request a day of professional
169 leave may submit a request to their principal prior to December 1 of each school year.
170 Final approval rests with the building administrator. No member shall be granted more
171 than three (3) days during the school year. On April 15 of each school year, up to ten
172 (10) days of unused professional leave shall be transferred and be assigned to a
173 district-wide pool for the remainder of the school year. Applications for professional
174 leave shall be made at least three (3) days prior to the date of expected leave on
175 proper District application forms.
176

177 14.7.1 Examples of professional leave with pay are, but not limited to:

178 14.7.1.1 Visits to other school systems,
179

180 14.7.1.2 Participation in professional teaching programs,
181

182 14.7.1.3 Professional opportunities which will extend the outlook and improve
183 the service to the District or the bargaining unit.
184

1 **ARTICLE 15**

2
3 **ELEMENTARY & SECONDARY EDUCATION ACT**

4
5 15.1 The District and the Association will form a mutual committee to investigate the
6 impact and effects the Elementary and Secondary Education Act (ESEA) federal
7 legislation may have on the teaching staff related to conditions of employment.

8
9 15.2 No decision and/or action related to the ESEA or its implementation shall violate the
10 provisions of this Agreement without the approval of the District and the Council.

11
12 15.3 Changes in mandatory subjects of bargaining related to implementation of the ESEA
13 shall be subject to bargaining between the District and the Council. Such bargaining
14 shall be conducted pursuant to ORS 243.698 except that the duration of bargaining
15 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 2019-2020 (Appendix A-1) shall reflect a 2.5% increase above the salary schedule in Appendix A-3 of the 2018-2019 Agreement.

The salary schedule for 2020-2021 (Appendix A-2) shall reflect a 3% increase above the 2019-2020 salary schedule (Appendix A-1).

The salary schedule for 2021-2022 (Appendix A-3) shall reflect a 2% increase above the 2020-2021 salary schedule (Appendix A-2).

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.

16.2 Step Placement and Advancement

16.2.1 Members shall be placed and shall advance on the steps of the salary schedule as follows:

16.2.1.1 Members new to the district shall be placed on the salary schedule allowing full credit for each year (135 consecutive work days or more) regardless of prior professionally or academically licensed experience service in the public schools, K-12.

16.2.1.2 Prior experience in private or parochial schools, district approved

65 experience in colleges or universities, or other situations will be given
66 year for year (135 consecutive work days or more) if the institution
67 where the prior experience was obtained, required a professional
68 license in order to be employed.

69
70 16.2.1.3 Substitute experience shall not count unless it was done on a full-
71 time contract basis. Continuous service of 135 consecutive work
72 days or more, or one (1) or two (2) assignments of no less than 135
73 consecutive work days of substitute teaching shall qualify as a year
74 of experience in accordance with ORS 342.840. Credit for a part of a
75 year will not be given unless two (2) segments or less total a school
76 year.

77
78 16.2.2 Members shall receive advancement (increments) on the salary schedule for
79 each year (135 consecutive work days or more including paid leave) of work
80 completed in the District.

81
82 16.3 Column Placement and Advancement

83
84 16.3.1 Initial Salary Column Placement

85
86 16.3.1.1 Any academic certificate, license, degree, or the equivalent, issued
87 by TSPC, the State of Oregon, an accredited institution of higher
88 education, or a professional society, shall qualify for placement on
89 the corresponding column of the salary schedule.

90
91 16.3.1.2 College hours used for initial placement must be earned subsequent
92 to the earning of a bachelor degree and contribute directly to the new
93 member's assignment. Specific matter of interpretation of approved
94 course work is at the discretion of the Human Resources Director.

95
96 16.3.1.3 Speech Pathologists, School Psychologists, Occupational Therapist
97 and Physical Therapists hold a MA degree that requires more credits
98 and more hours of practicum than a regular MA degree or a
99 classroom licensing program.

100
101 Given that these Centennial School District specialists hold this type
102 of MA, the Association/Council and the District agree to place
103 specialists with Masters degrees requiring 60 credit hours (90
104 trimester hours) on the salary scale at MA+45.

105
106 16.3.2 Members, either new or returning, may request a meeting with the Human
107 Resources Director and present information as to hours or degrees not
108 previously counted toward salary placement. If additional hours or degrees are
109 counted, the change in placement will be retroactive for twelve (12) months.

110
111 16.3.3 For purposes of educational column advance on the salary schedule, previously
112 approved college credit hours earned by the end of summer term shall apply
113 effective the beginning of the next school year, provided proof of successful
114 course completion is received by September 10. Previously approved credit

115 hours earned between September 1 and January 1 of a school year shall be
116 effective on February 1 of that school year on a pro-rata basis provided proof of
117 successful course completion is received by January 10.
118

119 16.3.4 The District agrees to accept the following as proof of successful completion of
120 the pre-approved class(s).
121

122 16.3.4.1 An official grade slip from the institution where the class was taken,
123 official transcripts indicating successful completion of the class
124 and/or a letter from the instructor and/or registrar of successful
125 completion of the class. The letter must be on the institution
126 letterhead, indicate the class number and name, the credits
127 completed and the grade. The letter must be signed by the instructor
128 or registrar and may be mailed or faxed to the Human Resources
129 Department. Verification must be in the Human Resources
130 Department by September 10 and January 10.
131

132 16.4 Salary Checks

133
134 16.4.1 All members of the bargaining unit will be paid on a 12-month period.
135 June, July and August checks will be available on the last contracted workday
136 after all requirements have been fulfilled, except that members who are leaving
137 District employment for reasons other than retirement will receive their August
138 check no later than June 30.
139

140 16.4.1.1 Members who work at the Centennial Park School will be employed
141 in a year-round school setting. Their annual salary will be paid in
142 accordance with 16.4.1. The June check will be paid out in the
143 regular payroll cycle, after all check out requirements have been
144 fulfilled. The July and August checks will be paid on the regular
145 cycle.
146

147 16.4.1.2 Exceptions will be members who are leaving the District employment
148 for reasons other than retirement, and will receive their July check
149 not later than June 30 of the current school year.
150

151 16.4.2 Salary checks will be paid on the 25th of each month or on the last working day
152 prior to the 25th if weekends or vacations interfere unless extenuating
153 circumstances make this impossible.
154

155 16.4.3 A member of the bargaining unit may request by the 10th day of the month and
156 the District shall grant an earned advancement on his/her salary. The advance
157 pay will be deducted from his/her check in the month granted. Members shall
158 be limited to four (4) draws per year. No requests may be made after May 10.
159

160 16.4.4 Members electing to have their checks sent monthly during the summer break
161 may initiate the request by submitting stamped, self-addressed envelopes to the
162 payroll department prior to June 1st. The checks will be mailed July 25th and
163 August 25th.
164

165 16.4.5 The Employee's Earning Record stub attached to the monthly paycheck will
166 provide each member of the bargaining unit as much of his/her salary
167 breakdown as the payroll computer system has capacity.
168

169 16.4.6 Members may opt to have salary paid by "direct deposit" to the financial
170 institution of their choice.
171

172 16.5 Payroll Deductions

173

174 16.5.1 Upon appropriate written request from the member submitted prior to stated
175 deadlines, the District will deduct from that member's salary and make
176 appropriate remittance for the following approved deductions:
177

178 16.5.1.1 United Way (during annual fund raising campaign).
179

180 16.5.1.2 Centennial Educational Foundation
181

182 16.5.1.3 OnPoint Credit Union.
183

184 16.5.1.4 Premiums for insurance programs (prior to September 10).
185

186 16.5.1.5 Membership dues to United Teaching Association (CEA-ECBC-
187 OEA-NEA) – (In accordance with Article 4).
188

189 16.5.1.6 United States Savings Bonds.
190

191 16.5.1.7 Section 125 Payroll Deduction Plan with a west coast administrator
192 (prior to October 1).
193

194 16.5.2 Any member contracted after the start of the school year shall request
195 deductions according to deadlines set by the payroll office.
196

197 16.6 PERS/OPSRP

198

199 16.6.1 The District shall be relieved of any obligation to otherwise pick-up, assume, or
200 pay the six percent (6%) employee contribution/payment required by ORS
201 238.200 and ORS 238A.330.
202

203 16.6.2 The District agrees to adopt a School Board resolution to make an election
204 under IRS Codes to allow a pre-tax deduction of the six percent (6%) employee
205 contribution/payment required by ORS 238.200 and ORS 238A.330. Such
206 deduction shall be made from each employee's pre-tax gross wages.
207

208 16.7 Student Teachers

209

210 16.7.1 Money paid to the District by a college placing a student teacher in the District,
211 intended as an honorarium for the District member supervising the student, shall
212 be paid to the supervising member.
213

214 16.7.2 The minimum honorarium paid to the supervising member is \$100 unless more
215 than one member is supervising the student teacher, in which case the
216 honorarium paid to the District by the college will be divided equally among the
217 supervising members.

218

219 16.8 Travel Allowance

220

221 16.8.1 Authorized expenses shall be paid to members of the bargaining unit at the
222 current IRS rate on July 1 of the school year.

223

224 16.8.2 Members of the bargaining unit who are required to use their own automobile in
225 performance of their duties will be reimbursed for such travel at the IRS rate per
226 mile.

227

228 16.8.3 All members of the bargaining unit will be provided Comprehensive Liability
229 Coverage under the District's policy while traveling on approved District
230 business.

231

232 16.8.4 Members required by their principal or supervisor to purchase supplies for their
233 classes will be reimbursed for their travel for such purpose at the IRS rate.

234

235 16.9 Early Retirement

236

237 16.9.1 Definition:

238

239 Retirement may be a viable option for some members. The District wants to
240 provide an incentive for early retirement. Any member who has had ten (10)
241 years of unbroken service prior to October 1, 2000, but had a break in service
242 after ten (10) years and is currently re-employed by the District, shall also be
243 able to retire under the provisions of this article. Any member who retires
244 under the provisions of PERS prior to age 65, and who has completed ten (10)
245 years of service with the District, shall be eligible for the District's plan.
246 However, this benefit shall sunset as of October 1, 2000 for all certified
247 members hired on or after that date.

248

249 16.9.2 Stipend

250

251 16.9.2.1 The early retirement program will provide a monthly payment of
252 \$562.50 for a maximum of 48 months.

253

254 16.9.2.2 The District's obligation to pay the stipend fee shall terminate at the
255 end of 48 months, upon the request of the member to cancel the
256 program, age 65, death, or the return to active employment which
257 would reinstate PERS membership and payments to the retirement
258 fund.

259

260 16.9.3 Insurance

261

262 16.9.3.1 The member will have the option to purchase medical, dental and

263 vision insurance until age 65, subject to approval of carrier.

264

265 16.9.3.2 The member may accept the insurance coverage as provided in the
266 early retirement plan. The member will pay the difference for added
267 coverage and the premium difference from rate at time of retirement.
268 The member may also purchase family coverage.

269

270 16.9.4 Compensation from Outside Agencies on School Campuses

271

272 16.9.4.1 A member may accept work on school campuses with Centennial
273 School District students from outside agencies (e.g. SUN program).
274 The agency shall be responsible for establishing the salary amount
275 and will pay the employee directly. The district will not be
276 responsible for any salary/benefits nor the establishment of any
277 salary rates.

278

279 16.9.5 Members whose duties entail completing documentation for Medicaid billing will
280 be reimbursed by the District for the minimum licensing or certification fee that
281 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 2019-2022 contract to
8 cover the purchase of family medical, family dental with orthodontia, and/or family
9 vision insurance.

10

School Year	Amount Per Member Per Month
2019-2020	\$1402
2020-2021	\$1427
2021-2022	\$1452

11
12 17.1.1 The District contribution will be pro-rated for members who work less than full-
13 time.

14
15 17.2 Optional Plans

16
17 The District will also make available life, long-term disability insurance, cancer and
18 accidental death insurance plans to all members, although purchase of these benefits
19 will be optional.

20
21 17.3 Choice of Plans

22
23 The Association/Council shall have the right and responsibility to select the insurance
24 benefit carriers and plans available to members from those offered by OEGB.

25
26 17.4 Resignations

27
28 When a member resigns from the District, all benefits of this Article shall be prorated as
29 to percent of time worked.

30
31 17.5 Insurance Pooling

32
33 If the insurance cap does not cover the full cost of the medical, vision, and dental
34 insurance premiums for members, an insurance pool will be implemented by the
35 October paycheck according to the following formula.

36
37 The total of CEA member unspent District contributions equals "the pool." All members
38 with out of pocket medical, vision, dental insurance premiums will be distributed from
39 lowest to highest and "pool" dollars will be applied down the list until the "pool" is
40 exhausted. "The pool" shall be determined by multiplying the unspent District
41 contributions by a percentage as indicated in the table below.

School Year	Pool Percentage to Members
2019-2020	80%
2020-2021	85%
2021-2022	90%

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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.

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.

17.5.1 Leftover Insurance Pool Funds – See MOU in Appendix E

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

17.7 Domestic Partners

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. These rates shall be indexed to negotiated annual compensation
29 percentage increases.

30
31 18.3 New Positions

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

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

46
47 18.4 Vacancies in extra duty positions shall be posted as per Article 8 of this Agreement.

48
49 18.5 Extra duty positions not associated with a teaching assignment are voluntary.

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

- 51 19.3.1.1 New staff hired after the school year has commenced will have
52 Personal Leave Days allocated as follows, based upon the member's
53 first paid day of employment with the district:
54
55 Beginning of School to Winter Break: Up to three (3) days of
56 personal leave.
57 Post-Winter Break to Spring Break: Up to two (2) days of personal
58 leave.
59 Post-Spring Break to End of Year: Up to one (1) day of personal
60 leave.
61
- 62 19.3.2 In cases of emergency, leaves may be granted by phone and written requests
63 within two (2) days of the member of the bargaining unit's return.
64
- 65 19.3.3 In a separate paycheck at the end of the year, members will be paid for
66 unused personal leave at the rate of 0.5 of the substitute pay.
67
- 68 19.4 Members' Personal Leave Donation Bank
69
- 70 19.4.1 On or before October 31 of each year, a participating member may contribute
71 eight (8) hours of personal leave to a common donation bank. To be eligible
72 for the bank, members must donate at least once within the life of the contract.
73 This donation can only be made once per year, is irrevocable, and may only
74 accumulate up to a total equal to the number of FTE in the bargaining unit.
75 Participation in the donation of the hours shall be voluntary. The District shall
76 be defended and held harmless from any claim arising from honoring the
77 donation. The District is not responsible for any personal tax liability that may
78 be incurred by the donating member or the receiving member, should any
79 liability arise. Part-time employees will be pro-rated, both for donation and
80 receipt of donated days. Members on Workers Compensation who receive
81 reimbursement of lost days through their workers' compensation claim may
82 not benefit financially from the personal leave bank by receiving more than
83 their regular salaried amount.
84
- 85 19.4.2 Procedure for Committee Members
86
87 Grants from the donated days will be determined by the CEA Executive
88 Council or their designees. Inquiries to the Human Resources Department
89 shall be referred to the CEA President.
90
- 91 19.4.3 Application for Personal Leave Donation Days
92
93 When a bargaining unit member has used all available paid leave days and
94 needs donated days due to debilitating illness or injury, the following
95 procedure will be implemented.
96
- 97 19.4.4 The bargaining unit member will notify the Association of the need for donated
98 days.
99
- 100 19.4.5 The Association Executive Council will review the request.

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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.

19.5 Emergency Leave for Bereavement

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

19.5.1 Immediate family (to include in-law and step relatives) shall be defined as to mean spouse, same sex or opposite sex domestic partners, parents, children, brother or sister, grandparents, grandchildren, same sex or opposite sex domestic partner's parents, children, brother or sister, grandparents, grandchildren or spouse's immediate family as already defined. Other persons shall be considered as members of the immediate family, provided they are living in the home of the member or are dependent upon the member for support.

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

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

19.6 Legal Leave

19.6.1 Mandatory Legal Appearance

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

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19.6.1.2 Jury Duty

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

19.7 Military Duty Leave

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

165 **ARTICLE 20**

166 **UNPAID LEAVES OF ABSENCE**

167 **20.1 General Unpaid Leaves**

170
171 20.1.1 Leaves of absence without pay normally for up to one (1) year may be granted
172 by the Board upon the recommendation of the superintendent for the following
173 reasons:

174 20.1.1.1 Career Development

175 20.1.1.2 Health or Unavoidable Circumstances

176 20.1.1.3 Military Duty

177 20.1.1.4 Family Leave

178 20.1.1.5 Good Cause

179 20.1.1.6 Domestic Violence/Sexual Assault/Stalking

180 20.1.1.7 Association Leave

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189 20.1.2 In order to receive favorable consideration by the superintendent and Board, the
190 following conditions must be met:

191 20.1.2.1 The request shall include the kind of leave, the reasons for the
192 unpaid leave, the date the leave is proposed to commence, and the
193 date the member would resume his/her duties;

194 20.1.2.2 The member must have been employed by the District for at least
195 two (2) consecutive years preceding the year of requested leave,
196 except for leaves required by state and federal law;

197 20.1.2.3 If a member's request for unpaid leave is denied, the District shall
198 provide the member a written statement of the reasons for denial
199 within ten (10) workdays after the denial; provided that this shall not
200 be construed as infringing upon the District's exclusive discretion
201 over granting or denial of such requests.

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206 20.1.3 An individual returning to the District after a year's leave without pay will be
207 credited with all benefits which he/she had at the beginning of the leave and
208 will be reassigned to a similar position. He/she will be subject to the same
209 staff reduction and reassignment policies and procedures as other employees
210 during the duration of the leave.

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212 20.1.4 Extensions or renewals of leave of one (1) year shall be applied for in
213 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.

263 20.4 Military Duty Unpaid Leave
264
265 20.4.1 Unpaid Military leave shall be granted in accordance with state statute and
266 federal law.
267
268 20.4.2 If the member is on probation at the time of leaving for service, he/she shall
269 return at that level and serve out the remainder of the probationary period
270 even though he/she receives salary advancement because of his/her military
271 service.
272
273 20.5 Family Leave
274
275 20.5.1 Family leave shall be granted in accordance with state OFLA statutes and
276 federal FMLA laws.
277
278 20.5.2 A request for unpaid Family leave of absence that goes beyond FMLA/OFLA
279 of up to one (1) year may be granted by the Board to a member of the
280 bargaining unit (including expectant or adoptive parents) who has pressing
281 family responsibilities which require his/her presence at home.
282
283 20.5.2.1 A written request shall be submitted to the building principal at
284 least one (1) month prior to the commencement of the leave
285 unless an emergency situation develops, in which case the
286 member may be excused from duties immediately by the
287 superintendent, pending action by the Board.
288
289 20.5.2.2 The member of the bargaining unit shall be reinstated not later than
290 the beginning of the next grading period following written notification
291 of the member's availability for work. Written notification shall be at
292 least one (1) month prior to reinstatement.
293
294 20.5.2.3 The reinstatement shall be to the member's former position if the
295 member returns in the same school year in which the leave is taken
296 or on the first day of the following member work year. The
297 reinstatement shall be to the same or substantially similar position if
298 the return of the member is in the following school year. No
299 increment will be allowed for the school year in which the leave is
300 taken unless the member has completed at least 96 days of the
301 teaching year.
302
303 20.6 Good Cause Leave
304
305 20.6.1 The superintendent shall have the authority to grant short leaves of
306 absence without pay to any member of the professional staff upon
307 request for any reason which he believes is in the best interest of the
308 School District.
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- 311 20.7 Domestic Violence/Sexual Assault/Stalking Leave
312
313 20.7.1 The district will grant unpaid leaves for domestic violence/sexual
314 assault/stalking, as set forth in Oregon Senate Bill 946 (2007) and District
315 Policy GCBDC/GDBDC.
316
- 317 20.8 The District shall grant a two (2) year unpaid leave of absence to any member elected
318 to one of the two major executive positions in the OEA or one of the five major
319 executive positions in the NEA. Extensions of up to two (2) additional years for a
320 member continuing to serve in this capacity may be approved by the District upon
321 request by the Council. The Council shall provide the District with a list of those
322 positions. Request for such leave shall be made at the time a member accepts
323 nomination of one of those positions. No less than six (6) months prior to the
324 conclusion of the member's term of office, he/she shall notify the District in writing of
325 his/her intention to return to the bargaining unit at the conclusion of his/her term of
326 office.

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ARTICLE 21

GENERAL PROVISIONS

23 21.1 Negotiations Procedure

24 21.1.1 If either party wishes to reopen negotiations over a successor agreement, it shall give written notice to the other by November 15 of the last school year of this Agreement.

25 21.1.2 This Agreement may not be modified in whole or in part by the parties concerned except by an instrument in writing duly executed by both parties.

26 21.1.3 The provisions of this Agreement supersede all previous agreements.

27 21.1.4 The Board agrees to distribute and make available a complete on-line copy of this Agreement to each member of the bargaining unit. Members may receive a printed copy, upon request through the school district's office of Human Resources. The East County Bargaining Council shall prepare the final copy in preparation for printing/distribution. Newly hired members shall be given a printed copy of this Agreement upon employment.

28 21.2 Strikes and Lockouts

29 21.2.1 Strikes: During the term of this Agreement, Centennial bargaining unit members will not initiate, cause, permit or participate in any strike, work stoppage, slowdown or any other concerted activity against the District.

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

31 21.3 Separability

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

43 21.4 Compliance Between Individual Contract and Master Agreement

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

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ARTICLE 22

DURATION OF AGREEMENT

22.1 All provisions of this Agreement, shall be effective on the date of ratification and shall remain in effect through June 30, 2022. This Agreement shall be binding upon the Board and all members of the bargaining unit.

22.2 This Agreement shall automatically be extended subsequent to the above termination date unless either party gives ten (10) days' notice terminating the Agreement or its successor is put into effect.

22.3 IN WITNESS WHEREOF, the Council has caused this Agreement to be signed by its president, and the Board has caused this Agreement to be signed by its chairperson and attested by its clerk.

EAST COUNTY BARGAINING COUNCIL

CENTENNIAL BOARD OF EDUCATION



President Date 11/4/19

Chairperson Date

CENTENNIAL EDUCATION ASSOCIATION

CENTENNIAL SCHOOL DIST. NO. 28



President Date 10/29/19



Superintendent Date 10/29/2019



Bargaining Chair Date 10/29/19



Director of Human Resources Date 10/29/19



OEA Consultant Date 10/29/19

Appendix A-1

CENTENNIAL SCHOOL DISTRICT CEA 2019-2020 SALARY SCHEDULE

2.5% Increase over previous schedule

STEP	RANGE BA	BA15	BA30	BA45	BA60	MSTR BA75	MA15 BA90	MA30 BA105	MA45 BA120
0	43,663	44,755	45,847	46,938	48,030	49,121	50,213	51,305	52,396
1	45,323	46,414	47,506	48,816	49,907	51,217	52,309	53,400	54,723
2	46,982	48,073	49,165	50,693	51,785	53,313	54,405	55,496	57,051
3	48,641	49,733	50,824	52,571	53,662	55,409	56,500	57,592	59,382
4	50,300	51,392	52,483	54,448	55,540	57,505	58,596	59,688	61,709
5	51,959	53,051	54,143	56,326	57,417	59,600	60,692	61,784	64,037
6	53,619	54,710	55,802	58,203	59,295	61,696	62,788	63,879	66,368
7	55,278	56,369	57,461	60,081	61,172	63,792	64,884	65,975	68,695
8	56,937	58,029	59,120	61,958	63,050	65,888	66,980	68,071	71,023
9	58,596	59,688	60,779	63,836	64,927	67,984	69,075	70,167	73,354
10	60,255	61,347	62,439	65,713	66,805	70,080	71,171	72,263	75,682
11	61,915	63,006	64,098	67,591	68,682	72,175	73,267	74,359	78,009
12	63,574	64,665	65,757	69,468	70,560	74,271	75,363	76,454	80,340
13			67,416	71,346	72,437	76,367	77,459	78,550	82,668
14					74,315	78,463	79,554	80,646	84,995
15					76,192	80,559	81,650	82,742	87,326

Appendix A-2
CENTENNIAL SCHOOL DISTRICT
CEA 2020-2021 SALARY SCHEDULE

3% Increase over previous schedule

STEP	RANGE		BA15	BA30	BA45	BA60	MSTR BA75	MA15 BA90	MA30 BA105	MA45 BA120
	BA									
0	44,973		46,098	47,222	48,346	49,471	50,595	51,719	52,844	53,968
1	46,682		47,807	48,931	50,280	51,405	52,754	53,878	55,002	56,365
2	48,391		49,516	50,640	52,214	53,338	54,913	56,037	57,161	58,762
3	50,100		51,225	52,349	54,148	55,272	57,071	58,196	59,320	61,164
4	51,809		52,934	54,058	56,082	57,206	59,230	60,354	61,479	63,561
5	53,518		54,643	55,767	58,016	59,140	61,389	62,513	63,637	65,958
6	55,227		56,352	57,476	59,950	61,074	63,547	64,672	65,796	68,359
7	56,936		58,061	59,185	61,883	63,008	65,706	66,830	67,955	70,757
8	58,645		59,770	60,894	63,817	64,942	67,865	68,989	70,113	73,154
9	60,354		61,479	62,603	65,751	66,875	70,023	71,148	72,272	75,555
10	62,063		63,188	64,312	67,685	68,809	72,182	73,306	74,431	77,952
11	63,772		64,897	66,021	69,619	70,743	74,341	75,465	76,590	80,349
12	65,481		66,606	67,730	71,553	72,677	76,500	77,624	78,748	82,751
13				67,416	71,346	72,437	78,658	79,783	80,907	85,148
14						74,315	80,817	81,941	83,066	87,545
15						76,192	82,976	84,100	85,224	89,946

Appendix A-3

CENTENNIAL SCHOOL DISTRICT CEA 2021-2022 SALARY SCHEDULE

2% Increase over previous schedule

STEP	RANGE BA	BA15	BA30	BA45	BA60	MSTR BA75	MA15 BA90	MA30 BA105	MA45 BA120
0	45,873	47,020	48,167	49,314	50,461	51,608	52,754	53,901	55,048
1	47,617	48,763	49,910	51,287	52,433	53,810	54,956	56,103	57,493
2	49,360	50,507	51,653	53,259	54,406	56,011	57,158	58,305	59,938
3	51,103	52,250	53,397	55,232	56,378	58,213	59,360	60,507	62,388
4	52,846	53,993	55,140	57,204	58,351	60,415	61,562	62,709	64,833
5	54,589	55,736	56,883	59,177	60,323	62,617	63,764	64,911	67,278
6	56,333	57,479	58,626	61,149	62,296	64,819	65,966	67,113	69,727
7	58,076	59,223	60,369	63,122	64,269	67,021	68,168	69,315	72,172
8	59,819	60,966	62,113	65,094	66,241	69,223	70,370	71,517	74,618
9	61,562	62,709	63,856	67,067	68,214	71,425	72,572	73,718	77,067
10	63,305	64,452	65,599	69,039	70,186	73,627	74,773	75,920	79,512
11	65,048	66,195	67,342	71,012	72,159	75,829	76,975	78,122	81,957
12	66,792	67,938	69,085	72,984	74,131	78,030	79,177	80,324	84,407
13			70,828	74,957	76,104	80,232	81,379	82,526	86,852
14					78,076	82,434	83,581	84,728	89,297
15					80,049	84,636	85,783	86,930	91,746

Appendix B

2019 – 2022 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:

	2019-2020	2020-2021	2021-2022
▪ Computer Resource Teacher	\$945	\$973	\$992
▪ Family Engagement Coordinator	\$945	\$973	\$992
▪ TAG Resource Teacher	\$958	\$987	\$1007
▪ Math Resource Teacher	\$958	\$987	\$1007
▪ MS Testing Coordinator	\$958	\$987	\$1007

- 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.
- Math Resource Teachers shall also receive two (2) half-days of release time per year with administrative approval. The half days will be used for planning and preparation related to fulfilling responsibilities for this extra duty position.

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

	2019-2020	2020-2021	2021-2022
▪ Curriculum Work/Bldg. Inservice	\$35	\$36	\$37
▪ Traffic Safety	\$35	\$36	\$37
▪ Textbook Adoption	\$35	\$36	\$37
▪ Committee Chairperson	\$37	\$38	\$39

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

- 51 ▪ High School Curriculum Resource
- 52 ▪ Drug and alcohol
- 53 ▪ Assessment
- 54 ▪ Student Management
- 55 ▪ Music
- 56 ▪ Computer
- 57 ▪ Teen Parenting
- 58 ▪ Community Work Experience Coordinator
- 59 ▪ SAT Coordinator
- 60 ▪ Advanced Placement Coordinator

61
62 C.2.2 The Teacher Specialist shall receive a stipend in compensation for work assigned by the
63 supervising administrators and required to be done outside the regular workday.

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

73
74 C.2.4 When any Teacher Specialist position is going to be filled because of the addition of such
75 a position or because a vacant position is to be filled, the following process will be
76 followed:

77
78 C.2.4.1 If the position is a full-time assignment, it will be advertised the same as any
79 other position, according to Article 8. The stipend or per diem pay, if any work
80 outside of the regular workday is required and is performed, shall automatically
81 attach to the employee selected for the position.

82
83 C.2.4.2 If the position is limited to persons in a single building, or to a certain portion of
84 the staff in one or two buildings, the supervisor will contact the individuals who
85 are eligible to determine their interest in the extra duty position.

86
87 C.2.4.3 If the position is not limited as described above, but could be performed by any
88 member of the bargaining unit with appropriate interest and qualification, the
89 position will be posted as in Article 8.

90
91 C.3 Department Head Stipend

92
93 C.3.1 Members serving as Department heads at the high school will receive either an annual
94 stipend (as in C.3.2) or one period release time for department head work. The option
95 shall be approved by the high school principal.

96
97 C.3.2 The annual Department Head Stipends shall be based on the number of class sections in
98 the department as follows:

	2019-2020	2020-2021	2021-2022
99 ▪ 1 to 12 Sections	\$1456	\$1500	\$1530

102	▪ 13 to 24 Sections	\$1803	\$1857	\$1894
103	▪ 25 to 36 Sections	\$2166	\$2231	\$2276
104	▪ 37 to 48 Sections	\$2468	\$2542	\$2593
105	▪ 49 to 60 Sections	\$2773	\$2856	\$2913
106	▪ 61 to 72 Sections	\$3006	\$3096	\$3158
107	▪ 73 to 84 Sections	\$3314	\$3413	\$3481
108	▪ 85 to 96 Sections	\$3576	\$3683	\$3757
109	▪ 97 to 108 Sections	\$3594	\$3702	\$3776
110	▪ 109 to 120 Sections	\$4199	\$4325	\$4412

111

112 C.4 Elementary Addendums

113

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

115		2019-2020	2020-2021	2021-2022
116	▪ Bldg. Resource Teacher	\$955	\$984	\$1004
117	▪ Safety Patrol	\$488	\$503	\$513
118	▪ Outdoor Education	\$900	\$927	\$946

119

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

121		2019-2020	2020-2021	2021-2022
122	▪ Building Inservice	\$28	\$29	\$30

123

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

125		2019-2020	2020-2021	2021-2022
126				
127	▪ Elementary Music	\$319	\$329	\$336
128	▪ Elementary Band	\$319	\$329	\$336

129

130 C.5 Middle School Addendums

131

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

133		2019-2020	2020-2021	2021-2022
134				
135	▪ Year Book	\$637	\$656	\$669

136

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

138		2019-2020	2020-2021	2021-2022
139				
140	▪ Band Director	\$637	\$656	\$669
141	▪ Choir Director	\$637	\$656	\$669

142

143 ▪ The Band Director shall receive an additional stipend per Saturday Parade with
144 administrative approval as indicated:

145		2019-2020	2020-2021	2021-2022
146				
147		\$256	\$264	\$269

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C.6 Intramural Programs

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

	2019-2020	2020-2021	2021-2022
• Directing/supervising students	\$22	\$23	\$23

C.7 Ski Trips

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

	2019-2020	2020-2021	2021-2022
▪ Ski Club Adviser/Trip Coord.	\$109	\$112	\$114
▪ Ski Club Trip Chaperone	\$95	\$98	\$100

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
- Head Basketball Coach
- **Head Instrumental Coach

- E. Head Middle School Football Coach
- Assistant Swimming Coach
- Assistant Dance Team Coach
- Assistant Forensics Coach
- Annual Advisor
- Head Golf Coach
- School Paper Advisor
- Academic All Stars

- B. Head Baseball Coach
- Head Wrestling Coach
- Head Track Coach
- Head Dance Team Coach

191	Head Soccer Coach	Assistant Water Polo Coach
192	Head Softball Coach	
193	Head Volleyball Coach	F. Head Middle School Coaches
194	ASB Advisor	Class Advisor
195	Head Varsity Rally Advisor	Aerie Advisor
196		FBLA
197	C. Head Swimming Coach	DECA
198	Head Cross Country Coach	International Club Advisor
199	Head Water Polo Coach	Middle Sch. Student Council Advisor
200	**M.S. Athletic Director	
201		G. Assistant Middle Sch. Coach
202	D. Assistant Football Coach	Color Guard
203	Assistant Basketball Coach	Link Advisor (2)
204	Assistant Wrestling Coach	
205	Assistant Track Coach	H. Drama Club Advisor
206	Assistant Baseball Coach	Heliaca Advisor
207	Assistant Softball Coach	Earth Club
208	Head Ski Coach	Art Club
209	Head Tennis Coach	Mecha
210	Head Vocal Music	Electric Car Club
211	Head Forensics Coach	
212	Assistant Soccer Coach	
213	Assistant Volleyball Coach	
214	Assistant Instrumental Music	
215	JV Rally Advisor	
216	Freshman Rally Advisor	
217		
218	Extended Season—For athletic or activity team(s) who qualify for State play-offs sponsored by OSAA, head and varsity coach(s) will be paid 5% of their personal extra-duty pay for that assignment per week beginning with Monday of the first week of any state play-off season. The pay will increase to 7.5% of their personal extra-duty pay for that assignment for any subsequent week of the state play-off season.	
219		
220		
221		
222		

**This stipend is paid for each semester.

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

- 93 b. If a job-share partner is on a pre-approved leave of absence for
- 94 more than ten (10) consecutive days, on the eleventh day, the
- 95 teacher who has been working in a full-time capacity, will receive
- 96 full-time teaching salary and benefits, until the partner who is
- 97 absent returns.
- 98
- 99 c. The job-share teacher who has worked as a full-time teacher while
- 100 his/her partner has been on a leave of absence or is absent for ten
- 101 (10) consecutive days or more, will receive on the eleventh day,
- 102 full-time teaching salary, retroactive to the first day worked.
- 103
- 104 d. The job-share teacher who has worked as a full-time teacher while
- 105 his/her partner has been on leave of absence or is absent for ten
- 106 (10) consecutive days or more, will receive on the eleventh day,
- 107 prorated sick leave hours retroactive to the first day worked.
- 108

109 C. BUILDING RESPONSIBILITIES

- 110
- 111 1. Faculty Meetings: Both teachers will attend all regularly scheduled faculty
- 112 meetings as requested by the principal.
- 113
- 114 2. Building In-Service: If job share teachers are required by the building
- 115 principal to attend a building in-service activity, the principal shall notify
- 116 the job share teachers at least two weeks prior to the schedule in-service
- 117 activity. The principal may release job share teachers from schedule
- 118 building level in-service activities.
- 119
- 120 3. Beginning – and – End-of-year Tasks: Cumulative folders, inventory,
- 121 room cleanup, etc.: teachers shall share responsibilities on the first and
- 122 last work day.
- 123
- 124 4. Teaching Hours: May be reversed at the semester, if both teachers and
- 125 principal agree.

126 Teacher _____ Date _____

127

128 Teacher _____ Date _____

129 Principal _____ Date _____

130 Director

131 of Personnel _____ Date _____

132 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.

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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.
- The Principal may set the focus of PLCs based on the school's Comprehensive Achievement Plan (CAP).
- Members of each PLC set their own meeting agenda with administrative approval 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. The Principal may assign coaching supports to PLCs, as needed.
- 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 Memorandum of Understanding shall expire on June 30, 2022.

For the Association


ECBC President 9/17/19 Date


Centennial EA Bargaining Chair 9/17/19 Date

ALERY HENDRICKSON 9/19/19
Centennial EA President Date

For the District


Superintendent 9/28/19 Date


Director of Human Resources 9/27/19 Date


Board Chair 9/25/19 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 comprised of equal parts representatives selected by CEA and the District to develop parameters for initial placement for licensed educators with CTE or other non-traditional experience.

Recommendations will be reported to bargaining chairs of CEA and CSD by December 31, 2019 to be drafted into contract language.

This Memorandum of Understanding shall expire on June 30, 2020.

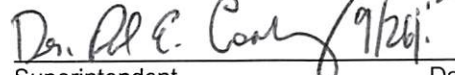
For the Association

 9/17/19
ECBC President Date

 9/17/19
Centennial EA Bargaining Chair Date

AVERY HENDRICKSON 9/19/19
Centennial EA President Date

For the District

 9/26/19
Superintendent Date

 9/27/19
Director of Human Resources Date

 9/25/19
Board Chair Date

CC: OEA Consultant
CEA Grievance Chair

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

The parties agree to the following language for the term of the 2019-2022 contract. At the end of the 2019-2022 contract term, status quo for bargaining shall be contract language.

Preparation Time

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

This Memorandum of Understanding shall expire on June 30, 2022.

For the Association



ECBC President 9/17/19 Date




Centennial EA Bargaining Chair 9/17/19 Date



Centennial EA President 9/19/19 Date

For the District



Superintendent 9/26/19 Date



Director of Human Resources 9/27/19 Date



Board Chair 9/25/19 Date

CC: OEA Consultant
CEA Grievance Chair

208
 209 CC: OEA Consultant
 210 CEA Grievance Chair
 211

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

216
 217 17.5.1 Leftover Insurance Pool Funds
 218

219 Any amount of district contributions not utilized to pay for insurance premiums through OEBS
 220 shall be proportionally given back to members who contributed to the pool. Before the
 221 proportions are determined, the district shall receive a percentage of these funds based on the
 222 table in 17.5.1.1.
 223

224 17.5.1.1
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School Year	Leftover Pool Percentage to District
2019-2020	20%
2020-2021	15%
2021-2022	10%

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 228
 229 The proportion given back to members will be determined based on how much
 230 the member donated compared to the total donated pool. This payment will be
 231 given to such members in the form of Employer Funded Flex 125
 232 contributions. A member must contribute to the pool during open enrollment,
 233 and be eligible to receive a minimum of \$20 per month, per the calculation
 234 shown below, to be eligible to receive funds as described in this section.

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Recap		2019-2020 Pool							
Total cap generated	\$	488,091.42							
Total cap spent	\$	408,985.36							
Remainder	\$	79,106.06							
Pool (80% of remainder)	\$	63,285.71							
Balance to be covered by pool	\$	(53,317.07)							
Remainder towards 17.5.1	\$	9,968.64							
Provision for Distribution of Unused CAP Dollars:									
Remainder:	\$	9,968.64							
Less 20% for 2019-2020	\$	(1,993.73)							
Net to Distribute	\$	7,974.91							
List Eligible Members (to receive Unused Cap Dollars)									
	Remaining Cap Dollars	Percentage of Total Remaining Cap \$		Final Percentage Distribution Left Over Cap	Percentage	Dollars per Individual Per Month			
CC12345	Staff, Member A	\$ 739.87	6.28% (739.87/7974.91)	739.87	6.30%	\$ 502.66			
CC12345	Staff, Member B	\$ 733.93	6.23% (left over cap divided by net to distribute)	733.93	6.25%	\$ 498.62			
CC12345	Staff, Member C	\$ 719.20	6.11%	719.20	6.13%	\$ 488.62			
CC12345	Staff, Member D	\$ 711.43	6.04%	711.43	6.06%	\$ 483.34			
CC12345	Staff, Member E	\$ 702.11	5.96%	702.11	5.98%	\$ 477.00			
CC12345	Staff, Member F	\$ 693.75	5.89%	693.75	5.91%	\$ 471.33			
CC12345	Staff, Member G	\$ 691.85	5.88%	691.85	5.89%	\$ 470.03			
CC12345	Staff, Member H	\$ 691.01	5.87%	691.01	5.89%	\$ 469.46			
CC12345	Staff, Member I	\$ 10.00	0.08%	0.00	0.00%	\$ -	Removed due to distribution being under \$20		
CC12345	Staff, Member J	\$ 676.93	5.75%	676.93	5.77%	\$ 459.90			
CC12345	Staff, Member K	\$ 676.93	5.75%	676.93	5.77%	\$ 459.90			
CC12345	Staff, Member L	\$ 675.08	5.73%	675.08	5.75%	\$ 458.64			
CC12345	Staff, Member M	\$ 671.29	5.70%	671.29	5.72%	\$ 456.07			
CC12345	Staff, Member N	\$ 671.29	5.70%	671.29	5.72%	\$ 456.07			
CC12345	Staff, Member O	\$ 671.29	5.70%	671.29	5.72%	\$ 456.07			
CC12345	Staff, Member P	\$ 671.29	5.70%	671.29	5.72%	\$ 456.07			
CC12345	Staff, Member Q	\$ 671.29	5.70%	671.29	5.72%	\$ 456.07			
CC12345	Staff, Member R	\$ 669.84	5.69%	669.84	5.71%	\$ 455.08			
CC12345	Staff, Member S	\$ 25.00	0.21% Changed for example	0.00	0.00%	\$ -	Removed due to distribution being under \$20		
	Total Per Month	\$ 11,773.38	100%	11738.38	100%	\$ 7,974.91	Total Monthly Distribution (must equal Net to Distribute)		
<small>Note: Per agreement, distributions less than \$30/mo are removed from the calculation and amounts for distribution are recalculated to ensure that all funds from "net to distribute" are distributed each month.</small>									

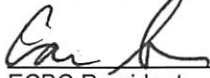
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A member may not receive funds in excess to the amount contributed to the pool.

Employment status and health insurance selection coverage on October 1 shall be used for the annual calculations as described above.

By January 30, 2020, CEA and District leadership will convene to review insurance pool data, administrative costs, and effectiveness of the plans, to make reasonable adjustments for years two (2) and three (3) of the contract.

For the Association

 9/17/19
ECBC President Date

 9/17/19
Centennial EA Bargaining Chair Date

ALERY HENDRICKSON 9/19/19
Centennial EA President Date

For the District

 9/26/19
Superintendent Date

 9/27/19
Director of Human Resources Date

 9/25/19
Board Chair Date

CC: OEA Consultant
CEA Grievance Chair

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

Licensed staff members at the Patrick Lynch will have the following calendar adjustments to allow for Responsive Classroom training:

- Monday, August 26, 2019, two (2) additional hours will be extended to the workday for Responsive Classroom Training, to be paid at the curriculum rate of pay.
- Tuesday, August 27, 2019, two (2) additional hours will be extended to the workday for Responsive Classroom Training, to be paid at the curriculum rate of pay.
- Friday, October 11, 2019, will be an added Professional Development Day, to be paid at the per-diem rate of pay.

Licensed staff members are to record and submit additional time worked on a yellow timesheet.

The parties agree that this memorandum shall not be used as evidence or as an agreement for precedence in the future.

This MOU will expire on June 30, 2020.

For the Association

ALYX HENDRICKSON 8/29/19
Centennial EA President Date

Carla 6/18/19
ECBC President Date

For the District

Patricia 7/3/19
Superintendent Date

Jamie Owens 7/1/19
Director of Human Resources Date

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

Licensed staff members at the School Improvement Grant (SIG) school, Oliver Elementary School, will have the following calendar adjustments to allow for Advanced Responsive Classroom training:

- Friday, August 23, 2019 will be an added In-Service Day.
- Monday, November 25, 2019, will be adjusted as follows:
 - Professional Development - 8:00am to 4:00pm.
 - Conference Preparation - 4:00pm to 8:00pm (additional paid time).
 - Licensed staff will be permitted to work an additional four (4) hours the week prior to parent/teacher conferences for the purpose of Report Card Preparation.
- Friday, March 13, 2020, will be adjusted as follows:
 - Professional Development – 8:00am to 4:00pm.
 - Report Card Preparation – 4:00pm to 8:00pm (additional paid time).
- Wednesday, March 18, 2020
 - Regular School Day.
 - Conference Preparation – 4:00pm to 8:00pm (no additional pay for this time, as this will be in lieu of Parent/Teacher Conference hours).

Licensed staff members are to record and submit additional time worked on a yellow timesheet, which is to be paid at their per-diem rate of pay.

Extended learning time for staff is one of the SIG transformational model requirements detailed in the CEA letter of support signed November 3, 2016. The parties agree that this memorandum shall not be used as evidence or as an agreement for precedence in the future.

This MOU will expire on June 30, 2020.

For the Association

ARMY HENDRICKSON 8/29/19
Centennial EA President Date

Carla 6/18/19
ECBC President Date

For the District

Paul E. [Signature] 7/3/19
Superintendent Date

James Owens 7/1/19
Director of Human Resources Date

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

Licensed staff members at the School Improvement Grant (SIG) school, Parklane Elementary School, will have the following calendar adjustments to allow for Advanced Responsive Classroom training:

- Friday, August 23, 2019 will be an added In-Service Day.
- Monday, November 25, 2019, will be adjusted as follows:
 - Professional Development - 8:00am to 4:00pm
 - Conference Preparation - 4:00pm to 8:00pm (additional paid time)
 - Licensed staff will be permitted to work an additional four (4) hours the week prior to parent/teacher conferences for the purpose of Report Card Preparation.

Licensed staff members are to record and submit additional time worked on a yellow timesheet, which is to be paid at their per-diem rate of pay.

Extended learning time for staff is one of the SIG transformational model requirements detailed in the CEA letter of support signed November 3, 2016. The parties agree that this memorandum shall not be used as evidence or as an agreement for precedence in the future.

This MOU will expire on June 30, 2020.

For the Association

Avery Hendrickson 8/29/19
Centennial EA President Date

Con [Signature] 6/10/19
ECBC President Date

For the District

[Signature] 7/3/19
Superintendent Date

[Signature] 7/1/19
Director of Human Resources Date