

**2012-
2013**

COLLECTIVE BARGAINING AGREEMENT

Between: East County Bargaining Council and Centennial School District

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PREAMBLE

CONTRACT BETWEEN

THE EAST COUNTY BARGAINING COUNCIL

and

CENTENNIAL SCHOOL DISTRICT NO. 28

2012-2013

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 bargaining
8 representative with respect to economic benefits and other conditions of employment to the
9 extent required by Oregon Law, Chapter ORS 243.650 to 243.782, for the term hereof for all
10 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 the
14 equivalent, issued by TSPC, the State of Oregon, an institution of higher education, or a
15 professional society, or anyone who performs the functions reserved (under OAR 584-
16 036-0011) for employees who hold such professional or academic credential.

17
18 1.1.2 Members who retire during the school year and are hired to complete the year on a
19 temporary contract shall be members of the unit for the term of that temporary
20 contract. They will receive and are eligible to use one paid sick leave day per month
21 worked on the extended contract. They are not entitled to insurance benefits, other
22 paid leaves, or tuition reimbursement and will not have deductions/contributions made
23 toward PERS/OPSRP. They are not covered by Articles 8 and 10. Except in cases where
24 members on RIF are eligible and qualified to fill mid-year positions, the District will give
25 members who want to retire during the school year an opportunity to apply to
26 complete the year on a temporary contract. Upon request to complete the year, the
27 District will have twenty (20) working days to approve or reject the members' request.
28 Members may withdraw their letter of intent within ten (10) working days of
29 notification of the District's decision.

30
31 1.1.3 Retirees hired for subsequent school year(s) after the year of their retirement are
32 members of the unit. They are eligible for one paid sick leave day per month. They are
33 not entitled to insurance benefits, other paid leaves and tuition reimbursement and will
34 not have deductions/contributions made toward PERS. The District may stipulate the
35 term of employment for retirees except that in no case shall re-employment extend
36 beyond the limit that allows the retiree to remain eligible for PERS benefits.

37
38 1.1.4 Rehired retirees may defer any contractual early retirement benefits for which they are
39 eligible until the end of the work contract, or, at their option, they may elect to take
40 their early retirement benefits at the time of their retirement.

41
42 1.2 Part-time members shall receive the full rights and privileges of this Agreement except that
43 their benefits on economic items (salary, insurance, tuition, paid leaves) shall be in proportion
44 to the amount of time they are employed. If step (experience) credit on the salary schedule is
45 provided for all members, members who work less than 0.5 FTE shall receive one (1) step for
46 each two (2) years of experience.

- 48 1.3 The Board agrees not to negotiate with or recognize any other employees' organization other
49 than the Council for the duration of this Agreement.
50
- 51 1.4 For this contract, the following definitions apply unless otherwise indicated:
52
- 53 1.4.1 Member: All unit members represented by the Bargaining Council in the bargaining unit
54 as defined in Section 1.1 above.
55
- 56 1.4.2 Probationary: A member who has not completed the probationary period. A member is
57 probationary for his/her first three years of employment.
58
- 59 1.4.3 Substitute: Anyone employed to take the place of a regular member who is temporarily
60 absent for less than ninety (90) consecutive workdays in the same school year.
61
- 62 1.4.4 Temporary:
63
- 64 1.4.4.1 Anyone employed to take the place of a regular member who is temporarily
65 absent and whose employment extends ninety (90) workdays or more. Such
66 an employee shall be included in the unit starting with the ninetieth (90th)
67 workday or as soon as the District becomes aware that their employment will
68 extend ninety (90) workdays or more, whichever comes earlier.
69
- 70 1.4.4.2 Anyone contracted on a temporary basis for ninety (90) workdays or more.
71 Such an employee shall be included in the unit from the beginning of their
72 employment.
73
- 74 1.4.4.3 The Human Resources office will notify the OEA office with a copy of the
75 notification to the CEA President when a temporary employee exceeds 90 days
76 of employment.

ARTICLE 2

GRIEVANCE PROCEDURES

- 1
2
3
4
- 5 2.1 A determined effort shall be made to settle grievances at the lowest possible level in the
6 established procedure. There shall be no suspension of services or interference with the
7 operation of the school system during the time which is necessary to get a resolution of the
8 problem causing the grievance. Meetings of discussions involving grievances shall not interfere
9 with member duties or classroom instruction. Both parties agree that the grievance
10 proceedings will be kept as informal and confidential as may be appropriate at any level of the
11 procedure.
12
- 13 2.2 For the purpose of this Agreement, certain terms or conditions need to be defined:
- 14
- 15 2.2.1 Grievant: A member or members of the bargaining unit or Association who initiates
16 complaints.
17
- 18 2.2.2 Grievance: The difference of opinion by a member, a group of members or the
19 Association regarding the meaning, interpretation or application of this Agreement.
20
- 21 2.2.3 Right to Representation: The grievant may be represented or accompanied by a
22 witness at all stages of the grievance procedure. This representative or witness may
23 be a member of the Association or other individual chosen by the grievant. The
24 Association shall have the right to be present and to state its view at all stages of the
25 grievance procedure beyond the informal level. The Association shall have the right to
26 receive copies of all grievance correspondence and documents. The grievant shall have
27 the right to receive all readily available necessary documents. All documents,
28 communications and records dealing with the processing of a grievance shall be filed in
29 a separate grievance file.
30
- 31 2.2.4 Written Grievance: A written grievance should include the facts upon which the
32 grievance is based and the contract article(s) allegedly violated, the issues involved and
33 the relief sought.
34
- 35 2.3 Grievances will be processed in the following manner and within the stated time limits. The
36 time limits stated herein shall be interpreted to mean "workdays."
37
- 38 2.3.1 The time limits established in this procedure may be reduced by mutual agreement.
39
- 40 2.3.2 The time limits specified may, however, be extended by mutual written agreement.
41
- 42 2.3.3 If a grievance is filed after June 1, time limits shall be counted in calendar days until the
43 end of the school year. During the summer, time limits shall be counted in District
44 workdays, when the District office is open for business.
45
- 46 2.3.4 For members who meet the definition of "teacher" under the provisions of ORS
47 342.815(9) and pursuant to ORS 342.895(5), no moratorium shall be placed on

48 grievance timelines while a member is on a program of assistance, except that while a
49 member is on a program of assistance:

50
51 2.3.4.1 No grievance or other claim of violation of applicable evaluation procedures, or
52 fundamental unfairness in a program of assistance for improvement shall be
53 filed while a teacher is on a program of assistance. Grievances based on other
54 portions of the contract may be filed.

55
56 2.3.4.2 This moratorium shall end when the plan of assistance is completed. The
57 member/Council will, then, have twenty (20) workdays to file/continue
58 grievances that were subject to that moratorium.

59
60 2.4 Informal Level

61
62 The grievant shall promptly attempt to resolve the potential grievance informally with
63 his/her/their principal or immediate supervisor. The grievant shall request a meeting with the
64 principal or immediate supervisor in writing, including in the request a statement that the
65 purpose of the meeting is to resolve the grievance at the informal level. If the principal or
66 immediate supervisor does not have the authority to resolve the problem, he or she shall
67 immediately notify the grievant of that fact and direct the grievant to the supervisor who has
68 authority to resolve the problem. If the grievant has been directed by his or her supervisor to
69 another administrator with authority to resolve the problem, the grievant will proceed to Level
70 One with the supervisor to whom he or she has been referred.

71
72 2.5 Level One

73
74 If the potential grievance is not resolved informally, it shall be reduced to writing by the
75 grievant who shall submit it to the appropriate supervisor as determined in 2.4 above. If the
76 grievant does not submit the grievance to the appropriate supervisor as determined in 2.4
77 above in writing within twenty (20) workdays after the facts upon which the grievance is based
78 first occur or first become known to the grievant, the grievance shall be deemed waived.

79
80 2.5.1 The supervisor to whom the written grievance was directed shall reply in writing to
81 the grievant within five (5) workdays after receipt of the written grievance.

82
83 2.6 Level Two

84
85 If the grievant is not satisfied with disposition of his/her/their grievance at Level One, or if no
86 decision has been rendered within five (5) days after the presentation of the written
87 grievance, he/she/they may file the grievance with the superintendent five (5) workdays after
88 the decision at Level One or ten (10) days after the written grievance was presented to the
89 supervisor as determined in 2.4 above. If the grievant does not submit his/her/their written
90 grievance to the superintendent within these specified time limits, the grievance shall be
91 deemed waived.

92
93 2.6.1 The superintendent or his designated representative shall thoroughly review the
94 grievance, arrange for necessary discussion and give written answer no later than
95 ten (10) workdays after receipt of the grievance.

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2.7 Level Three Arbitration

- 2.7.1 If the member of the bargaining unit is not satisfied with the decision at Level Two, he/she may submit his/her grievance to the Council within five (5) workdays and the Council shall determine if the Council will support the grievance through arbitration.
- 2.7.2 Grievances that are arbitrable as hereafter provided and not settled at Level Two may be appealed to arbitration by delivering written notice of a request for arbitration to the superintendent within fifteen (15) workdays of receipt of the decision of Level Two.
- 2.7.3 When a request has been made for arbitration, the parties or their designated representatives shall attempt to select an impartial arbitrator. Failing to do so, they shall, within ten (10) workdays of the appeal, jointly request the Employment Relations Board to submit a list of five (5) arbitrators who are also listed with the American Arbitration Association. As soon as the list has been received, the parties or their designated representatives shall determine by lot the order of elimination and thereafter each shall, in that order, alternately strike a name from the list and the fifth and remaining name shall be the arbitrator. After the selection of the arbitrator has been made, American Arbitration Association rules shall apply.
- 2.7.4 The arbitrator shall schedule a hearing on the grievance and, after hearing such evidence as the parties desire to present, shall render a written decision to the member of the bargaining unit, the Council and the District. The arbitrator may not add to, subtract from or amend the terms of this Agreement. A decision of the arbitrator shall be binding on the parties.
- 2.7.5 The costs for the services of the arbitrator, including per diem expenses, if any, and actual necessary travel, subsistence expenses and cost of the hearing room shall be borne equally by the District and the grievant. Any other expenses incurred shall be paid by the party incurring same.

2.8 No Reprisals

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

2.9 Cooperation

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

2.10 Association Grievance

- 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

144 processing of such grievance shall be commenced at Level Two. The Association may
145 process such a grievance through all levels of the grievance procedure even if the
146 grievant does not wish to do so.

147
148 2.10.2 If a grievance arising from action or inaction on the part of a member of the
149 administration at a level above the principal or immediate supervisor, the grievant
150 will submit such grievance in writing to the superintendent/designee and the
151 Association directly and the processing of such grievance will be commenced at Level
152 Two. The Association may process such a grievance through all levels of the grievance
153 procedure even if the grievant does not wish to do so.

154
155
156 2.11 Separate Grievance Files

157
158 All documents, communications and records dealing with the processing of a grievance
159 shall be filed in a separate grievance file

160
161 2.12 Any resolution between a grievant and the District that deviates from the contract is not final
162 unless the Council President/designee and superintendent/designee sign off.

1 **ARTICLE 3**

2
3 **MANAGEMENT RIGHTS**

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5
6 3.1 The District, on its own behalf and on behalf of the electors of the District, hereby retains and
7 reserves unto itself all powers, rights and authority, duties and responsibilities conferred upon
8 and invested in it by the laws and the Constitution of the State of Oregon. Such powers, rights,
9 authority, duties and responsibilities shall include but are not limited to:

10
11 3.1.1 The executive management and administrative control of the school system and its
12 properties and facilities.

13
14 3.1.2 The hiring of all employees and, subject to the provision of law and this Agreement, to
15 determine their qualifications and the conditions of their continued employment or
16 their dismissal or demotion and promotion and transferring all such employees.

17
18 3.2 The exercise of the foregoing powers, rights, authority, duties and responsibilities by the
19 District, the adoption of policies, rules, regulations and practices shall be limited only by the
20 specific terms of this Agreement and then only to the extent that such specific terms are in
21 conformance with the Constitution and laws of the State of Oregon.

22
23 3.3 If any provision of Article 3 conflicts with any other provision of a contract article, the other
24 article shall control.

1 **ARTICLE 4**

2
3 **ASSOCIATION/COUNCIL RIGHTS**

4
5
6 4.1

7 Released Time for Meetings

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

11
12 4.2 Use of School Buildings

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

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

20
21 4.2.1.2 There must not be any interference with regular school programs.

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

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

29
30 4.3 Use of School Equipment

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

37
38 4.4 Bulletin Board

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

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

46
47 4.5 Right to Speak at Meetings

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

4.6 Non-Interference

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

4.7 Information

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

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

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

4.8 Use of School Mail Systems

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

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

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

4.8.1.3 The Association shall refrain from using the District mail and/or intranet

96 system for political purposes except as allowed by law.

97
98 4.9 Association/Council Letter

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

106
107 4.10 Member Information

108
109 The District shall provide the Association President with a list of all members' names, phone
110 numbers, and assignments by building and FTE status by October 10. The District shall
111 supply the Association with an updated copy of this list halfway through the school year. In
112 addition, a seniority list including licensure and endorsements shall be provided by December
113 1 (with recognition that licensure and endorsement status changes frequently as licenses are
114 renewed by individual teachers).

115
116 4.11 Orientation Programs

117
118 The Association shall be provided the opportunity for input in District level member
119 orientation programs.

120
121 4.12 Association/Council Leave

122
123 4.12.1 The Board shall provide seventy-five (75) days of release time for the Association
124 President or his/her designee to perform their functions as Association/Council
125 representatives for the purpose of negotiations, grievances and contract
126 maintenance. The Association/Council shall reimburse the District for all costs of
127 substitute salary, fixed charges, etc. The days are non-accumulative and must be
128 used or lost during the year granted. Use will be limited to a maximum of four (4)
129 days in any one month per member. The principal or supervisor shall be notified
130 one (1) week prior to the release day except for emergencies.

131
132 4.12.2 In addition, the District shall approve, upon request, half-year or full-year leaves of
133 absence for a member elected or appointed to serve in an
134 OEA state position if a suitable temporary replacement can be obtained. OEA shall
135 reimburse the District for all costs of temporary salary, fixed charges, etc.

136
137 4.13 Association/Council Dues

138
139 4.13.1 In accordance with the member's authorization, the District will deduct one-tenth
140 (1/10) of CEA-ECBC-OEA-NEA dues from the regular salary check of the employee
141 each month for ten (10) months, beginning in October and ending in July each year.
142 For the months of October and November, the District will remit one-half (1/2) of

143 CEA annual dues each month to the Association and send all remaining money to
144 OEA-NEA. For the months of December through July, the District will send all
145 money obtained through appropriate dues deductions to the OEA-NEA.

146
147 4.13.2 Deductions for members who join the Association after the start of the school year will
148 be appropriately prorated so that payments will be completed by the following July.

149
150 4.14 Fair Share

151
152 4.14.1 The Board and the Association/Council at the District shall deduct the fair share
153 amount of dues for the united teaching profession (NEA-OEA- ECBC-CEA) from the
154 salary of each member of the unit who is not a member of the Council as of October
155 15. Dues for People for Improvement of Education (PIE) and NEA Fund shall not be
156 collected as part of Fair Share payment.

157
158 4.14.2 The Association/Council agrees to submit a list of all nonmembers from whom the
159 District shall deduct the Fair Share payment and the amount to be deducted from
160 each to the payroll clerk by the October 15 deadline.

161
162 4.14.3 The Association/Council agrees to submit a list of nonmembers making payment to
163 a non-religious charity or to another charitable organization as permitted by ORS
164 243.666 (1) to the superintendent's office not later than October 15 of the current
165 school year.

166
167 4.14.4 The Association/Council agrees to hold the District harmless against any and all
168 claims, suit orders or judgment brought against the District as a result of this
169 Section

1 **ARTICLE 5**

2
3 **MEMBER RIGHTS**

4
5 5.1 Representation

6
7 5.1.1 Upon request, a member may have a representative of the Association present to
8 advise and represent him/her during any meeting where a member is required to
9 appear before any administrator, superintendent or Board member concerning the
10 member's dismissal, non-renewal, suspension with or without pay, or a written
11 reprimand, or in any such meeting which the employee reasonably believes may
12 lead to disciplinary action. Evaluation conferences are excluded from the
13 application of this paragraph. However, in the case of programs of assistance, a
14 draft of the program of assistance will be initially reviewed and discussed and will
15 not be finalized and a member' signature on the program required until at least five
16 (5) working days after the initial presentation of the program. The member may
17 bring a representative of his or her choice to the meeting to finalize the program of
18 assistance as long as the representative confines his/her role to (a) inquiring about
19 the subject matter of the meeting to follow; (b) during the discussion between the
20 employee and the administrator, the representative may participate only to the
21 extent of seeking clarification of portions of the program; (c) before the end of the
22 meeting, the representative may suggest to the administrator other assistance to
23 be provided and may describe mitigating circumstances or problems.

24
25 5.1.2 When a request for representation is made under 5.1.1, the meeting shall be
26 delayed no longer than two work days in order for the employee to obtain
27 representation, unless a longer delay is agreed to by the District and the Council.

28
29 5.1.3 The Superintendent or designee may place a member on paid administrative leave if
30 the superintendent or designee determines it is in the best interest of the District.

31
32 5.2 Member Discipline

33
34 5.2.1 No member in the bargaining unit shall be disciplined, reprimanded or reduced in
35 rank or basic salary without just cause. All information forming the basis for
36 disciplinary action will be made available to the member and the Association /
37 Council at the member's request. Any violation of this provision may be used as a
38 basis for a grievance; however, this Article does not apply to the dismissal of
39 permanent or probationary members or the non-renewal of probationary members
40 contracts (such matters are excluded because they are governed by the Fair
41 Dismissal Law) nor does it apply to assignment to or retention in Extended Duty
42 assignments. However, the District will not remove a member from an extra duty
43 assignment during the term of the assignment without providing a rationale.

44
45 5.2.2 No member in the bargaining unit shall be dismissed or removed from employment
46 without due process. Due process for the purpose of this section is defined as:
47

48 5.2.2.1 Upon a written request, the member will be given the reasons and given
49 the information forming the basis for such action in writing prior to any
50 final action.

51
52 5.2.2.2 The member will have an opportunity to respond to the charge.

53
54 5.2.2.3 The member will have an opportunity to discuss the matter with his/her
55 supervisor.

56
57 5.2.2.4 Upon request, the member shall be allowed a hearing with the Board as
58 required by the Fair Dismissal Law.

59
60 5.3 Personal Life

61
62 The personal life and/or conduct of a member is an appropriate concern for attention by the
63 Board only if it affects the performance of his/her contractual duties.

64
65 5.4 Criticism of Members

66
67 Any negative question or criticism of a member and/or his/her instructional methodology by a
68 supervisor or other administrator, shall be made in private, not in the presence of or to
69 students, parents, members of the community, or unit members (exclusive of the Association
70 representation).

71
72 5.5 Nondiscrimination

73
74 The Council and the District affirm their adherence to the principles of free choice and agree
75 that they shall not discriminate against any member because of age, race, color, religion, creed,
76 gender, sexual orientation, politics, national origin, handicap, membership or non-membership
77 in the Council.

78
79 5.6 Association Activities

80
81 Members shall have the right to join, assist and participate in the Association/Council and its
82 legal activities. The District will advise all newly employed members at the time of their
83 employment that the Council is their exclusive bargaining representative. There shall be no
84 reprisal against any member for participation in Association activities.

85
86 5.7 Personal Property

87
88 5.7.1 The District will provide and employees will use locked storage to store valuable
89 personal property when not in use. Such storage shall be reasonably accessible
90 to each member's work station.

91
92 5.7.2 Members must obtain written District permission to bring personal property onto
93 work sites except those items that are routinely necessary to complete their work
94 assignment.

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5.8 Electronic Surveillance

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

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

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

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

5.9 Use of Phones and Internet Systems

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

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

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

5.10 Safe Working Conditions

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

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

- 48 hazards. When such circumstances occur, and following the advice of health and
49 environmental experts, the district will provide information/training to employees
50 regarding exposure to potentially contagious diseases, illnesses or environmental
51 hazards
- 52
- 53 5.10.3 In the event that a work site is found in violation of state/federal environmental
54 standards, corrective action shall be initiated in accordance with state and federal
55 requirements.
- 56
- 57 5.10.4 A Safety Committee (ORS 654.176) shall exist at every building site with Association
58 designated members on the committee, in addition to complying with OAR 437-
59 004-0250. The committee shall meet at least monthly to address
60 environmental/safety problems or solutions.
- 61
- 62 5.10.5 By January 1, 2009, each school building shall develop a system to disseminate
63 information to members assigned to work with or supervise students who (a) have a
64 behavior plan as part of an IDEA or 504 plan, or (b) are the subject of a report made
65 to the school by the County Juvenile Department, in accordance with ORS
66 419.015(3)(b), as soon as the District is made aware of such situations. The Building
67 Rep and CEA President will be provided with a copy of each building's system by
68 October 15.
- 69
- 70 5.10.6 No reprisals or discrimination shall be made to any employee who makes disclosures
71 of an unsafe or unhealthy working environment, in accordance with ORS 654.062(5),
72 OAR 839-004-0004 and OAR 839-004-0221.
- 73
- 74 5.10.7 The District shall provide information and assistance about disability and workers
75 compensation claims, upon request of members.

1 **ARTICLE 6**

2
3 **PERSONNEL FILES**

4
5 6.1 File Maintenance

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

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

15
16 6.1.2 The District representative will store all material related to the investigation of a
17 member in a file separate from the member's personnel file. If the investigation
18 does not result in disciplinary action against the member, no investigatory records
19 shall be placed in the member's personnel file. The investigatory file shall only be
20 accessible to the member or his/her designee, to the superintendent and his/her
21 designee, to the appropriate licensing agency, or upon lawful subpoena.

22
23 6.2 Confidentiality

24
25 6.2.1 Personnel files are confidential and shall only be open for inspection (in accordance
26 with ORS 342.85) by the member, persons designated by the member, and persons
27 designated by the Board.

28
29 6.2.2 Building/working files and investigatory files regarding allegations of misconduct are
30 considered personnel files for purposes of the confidentiality provisions of this
31 Agreement.

32
33 6.3 Members have the right to review and receive copies of any materials that are made part of
34 any file. Such copies will be provided within five (5) business days of the request.

35
36 6.4 A copy of any material, other than material confidential under law, will be given to the member
37 prior to its placement in the member's personnel file. This initial copy will be provided at no
38 cost to the member. The member will also sign the copy of the material to be placed in the
39 personnel file. The member's signature shall indicate that he/she has read the material, but
40 does not necessarily agree with the contents. If a member refuses to sign the document, the
41 document shall be placed in the personnel file with a notation indicating the member's refusal.

42
43 6.5 All information forming the basis for discipline shall be made available to the member and the
44 Council within ten (10) work days of the member/Council's request. No additional information
45 may be presented by the District as evidence in subsequent discipline/appeal proceedings
46 except as rebuttal to evidence/testimony presented by the Council.

- 48 6.6 The member will also have the right to submit at any time a written statement relating to any
49 of these matters and such statement shall be placed in the personnel file.
50
- 51 6.7 At least once during the year members will have the right to indicate those documents in their
52 file that they believe to be obsolete or otherwise inappropriate for retention. Said documents
53 will be reviewed by an appropriate member of the administration and a decision made within
54 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.

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7.4 General Provisions

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

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

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

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

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

ARTICLE 8

ASSIGNMENT, VACANCIES & TRANSFERS

8.1 Assignments

8.1.1 New Members

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

8.1.2 Notification of Returning Members

All returning secondary members will be given written notice of their assignment prior to the final inservice workday. 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. 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 the rate of \$25/hour.

48 Days without responsibilities shall be mutually agreed upon with the
49 supervisor/building principal.

50
51 8.1.5 Job Sharing

52
53 The District will consider requests by members to job share on the basis of district
54 wide criteria. If approved, the job share will be subject to Board Policy, GCEC. The
55 District shall notify the council two (2) weeks prior to the initial reading of any
56 change in the policy to be proposed to the Board. (See attached policy – Appendix
57 E).

58
59 8.2 Vacancies

60
61 8.2.1 Vacancy Defined

62
63 A vacancy shall mean a new or existing bargaining unit position that is unfilled.

64
65 8.2.1.1 Unfilled position(s) used to place member(s) being involuntarily
66 transferred, or returned from leave or layoff, shall not be considered as
67 vacancies.

68
69 8.2.1.2 Unfilled positions that are absorbed by adjustment of staff within or
70 between buildings shall not be considered as vacancies.

71
72 8.2.2 Posting

73
74 Vacant bargaining unit and administrative positions will be posted in the central
75 office, and on the district website. During the school year, electronic copies of job
76 postings will be sent to all members. Vacancies that are to be filled by staff
77 adjustment from within the building/district will not be posted nor will copies be
78 sent to faculty representatives. Preferred skills, training, experience and
79 methodology to be considered may be identified on the vacancy announcement.

80
81 8.2.3 Summer Vacancies

82
83 Vacancies occurring during the normal summer months will be posted on the
84 district's website.

85
86 8.3 Transfers

87
88 8.3.1 Transfer Defined

89
90 A transfer shall be defined as the movement of a member from one building in the
91 school district to another building in the school district.

92
93 8.3.1.1 A voluntary transfer is one that is initiated or requested by an individual
94 member.

95

96 8.3.1.2 An involuntary transfer is one in which the member states in writing that
97 s/he does not agree with the transfer and sees it as involuntary on the
98 part of the member.
99

100 8.3.2 Application for Transfer
101
102 Members who desire a change in grade or subject assignment to or who desire to
103 transfer to another building for the next school year shall file a written statement of
104 such desire with the Human Resources Office by April 1 and shall include a summer
105 address. Requests for transfer must be renewed annually.
106

107 8.3.3 Voluntary Transfers
108
109 When making transfers, the District will consider but not be limited to, the following
110 criteria:
111

112 8.3.3.1 Certification and instructional requirements.
113
114 8.3.3.2 Legal requirements.
115
116 8.3.3.3 Educational attainments.
117
118 8.3.3.4 Teaching experience.
119
120 8.3.3.5 Service to District - seniority.
121
122 8.3.3.6 Personal qualifications as determined during an interview or based on
123 the hiring administrator's personal experience working with the
124 applicant.
125

126 8.3.4 Involuntary Transfers
127

128 8.3.4.1 The Association president shall be notified of all involuntary transfers,
129 along with a written statement of reasons for such transfers, within ten
130 (10) working days of such decisions.
131

132 8.3.4.2 Notice of a pending involuntary transfer will be given to the member as
133 soon as practicable.
134

135 8.3.4.3 When a member is a final candidate for an involuntary transfer, he/she
136 will have the opportunity to make known to the appropriate
137 administrators his/her wishes regarding possible options.
138

139 8.3.4.4 A member receiving an involuntary transfer shall be notified in writing of
140 the reasons for the transfer at the time of the notice. A member who is
141 transferred involuntarily will be extended the opportunity to meet with
142 the superintendent/designee, the appropriate building administrator,

143 and, at the member's option, union representation.
144
145 8.3.4.5 The member shall receive personal notice at least 24 hours prior to the
146 general staff being informed of an involuntary transfer.
147
148 8.3.4.6 Normally, no member shall be subject to more than two (2) involuntary
149 transfers within any five (5) year period of employment in the District.
150 This section on involuntary transfers does not apply to transfers that are
151 a result of a Reduction in Force.
152
153 8.3.4.7 Upon notification, the member will be provided adopted curriculum

1 **ARTICLE 9**

2
3 **MEMBER EVALUATION**

4
5 9.1 Members shall be evaluated in accordance with ORS 342.850, utilizing written criteria from
6 the District Professional Growth and Accountability (PGA) model, which shall be provided
7 to each new employee at the time of employment. Extra copies are available, upon
8 request, from the district office; provided, that no remedy shall be granted for the
9 District's breach of this subsection unless the breach substantially prejudices the rights of
10 the evaluated employee. The District may implement change(s) in existing evaluation
11 policy after providing the Council an opportunity to provide input regarding the change(s).
12 During the length of this contract, a committee will be convened to review the necessary
13 changes required by SB 290. If at any time thereafter a substantial change is made in the
14 Professional Growth and Accountability model, the same process shall be used to facilitate
15 those changes.

16
17 9.2 The criteria for evaluation of each member of the bargaining unit shall be clearly defined in
18 the District Professional Growth and Accountability model.

19
20 9.3 Prior to the commencement of the annual evaluation cycle members shall be informed in
21 writing of the evaluation timeline and the criteria being used by the evaluator. The criteria
22 may include any district/building/personal goals.

23
24 9.4 Upon request by either party, individual pre-observation conferences with the evaluator
25 may be granted. However, the evaluator may also conduct unannounced observations.

26
27 9.5 The evaluation shall be in writing. A copy of the written evaluation shall be submitted to
28 the member at the time of the personal conference or within a reasonable time; a copy of
29 the evaluation shall be delivered to the member.

30
31 9.6 The evaluation process shall further include a post-evaluation interview in which the
32 results of the evaluation are discussed with the members.

33
34 9.7 Evaluation reports shall be placed in the member's personnel file only after reasonable
35 notice to the member. The personnel file shall be open for inspection by the member, the
36 member's designees, authorized administrators, confidential employees, and
37 District's/Association's attorneys.

38
39 9.8 Members will not be required or asked to participate, at any level, in the evaluation of
40 another member.

41
42 9.9 Program of Assistance

43
44 A Program of Assistance is defined as a written plan that will identify specific deficiencies,
45 expectations, corrective steps, additional District resources with timelines for the plan and
46 how the success of the plan will be measured.
47

- 48 9.9.1 A program of assistance will be established, if one is needed, to remedy any
49 deficiency specified in ORS 342.865 (1)(a) Inefficiency; (d) Neglect of duty, including
50 duties specified by written rule; (g) Inadequate performance; and/or (h) Failure to
51 comply with such reasonable requirements as the Board may prescribe to show
52 normal improvement and evidence of professional training and growth. A program
53 of assistance shall be for a minimum of forty (40) working days.
54
- 55 9.9.2 A draft of the program of assistance will be initially reviewed and discussed with the
56 member and an Association representative, if one is requested by the member.
57 Upon finalization of the plan, the member will sign, verifying that s/he was able to
58 provide input and review the plan, timelines for completion, as well as informed of
59 what the results could be if the plan is unsuccessful. It will not be finalized and a
60 member's signature on the plan required until at least five (5) working days after the
61 initial presentation of the plan. If after five (5) working days no input is provided for
62 consideration, the plan shall go into effect as drafted.
63
- 64 9.9.3 The member may bring a representative of his or her choice to the meeting to
65 finalize the program of assistance as long as the representative confines his/her role
66 to inquiring about the subject matter of the meeting to follow. During the
67 discussion between the employee and the administrator, the representative may
68 participate only to the extent of seeking clarification of portions of the program of
69 assistance. Before the end of the meeting, the representative may suggest to the
70 administrator other assistance to be provided and may describe mitigating
71 circumstances or problems.
72
- 73 9.9.4 The member may have representation at any meetings associated with the program
74 of assistance, including any observation pre and/or post-conferences, so long as the
75 representative acts in the capacity as a witness to the meeting. The representative
76 may make notes of the conference, but will be restricted in participation.
77
- 78 9.9.5 Interim meetings shall be conducted during the program of assistance so as to
79 provide input to the member of progress being made toward the accomplishment of
80 a successful program.
81
- 82 9.9.6 Peer Assistance
83
- 84 9.9.6.1 The District will offer peer assistance for a member who is placed on a
85 program of assistance. The member who will receive the assistance
86 shall jointly select the person with mutual input from the Association
87 and the District.
88
- 89 9.9.6.2 Participation in peer assistance is voluntary.
90
- 91 9.9.6.3 The district will determine adequate release time for both members to
92 participate after receiving input from the member and the peer
93 assistant.
94
- 95 9.9.6.4 No witness or document relating to, or arising from, peer assistance will

be used for any purpose.

1 **ARTICLE 10**

2
3 **REDUCTION IN FORCE**

4
5 10.1 Reduction in Force

6
7 The District shall determine when a reduction in force is necessary and which programs
8 will be affected. However, the District agrees that such layoffs shall be implemented in
9 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 members
14 shall be notified at least thirty (30) calendar days prior to the effective date of the
15 layoff. In the event of school closure due to lack of funds, however, the notice shall
16 be twenty (20) calendar days.

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

26
27 10.1.2 In the implementation of a reduction in staff or recall, the District shall
28 consider in order:

29
30 10.1.2.1 Professional or TSPC License; (10.1.4.4.2)

31
32 10.1.2.2 Seniority, as defined in Article 10.1.4.4.1;

33
34 10.1.2.3 Competence, as defined in Article 10.1.4.4.3.

35
36 10.1.3 Member's Status

37
38 10.1.3.1 Members with temporary status are not covered by this article beyond
39 the expiration date of his/her contract.

40
41 10.1.3.2 The post-retirement member shall not cause a reduction in force of any
42 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 group,
47 the reduction shall be made from among the contracted

48 members remaining in that group

49

50 10.1.4 Criteria for Reduction

51

52 10.1.4.1 The District's overall instructional program will be given priority
53 consideration. To be considered for retention, the member must be
54 licensed, to teach in the remaining position(s).

55

56 10.1.4.2 Retention of members with contracted and probationary status shall be
57 on the basis of seniority provided the least senior member does not
58 have competence that is greater than the more senior member.

59

60 10.1.4.3 If the laid off member is not the least senior, then the District has the
61 burden of proof to demonstrate the employee being retained has more
62 competence than the senior member who is being laid off. The District
63 shall provide all necessary documentation relied upon in making the
64 competence determination to the CEA president within five (5) working
65 days of the decision.

66

67 10.1.4.4 Definitions:

68

69 10.1.4.4.1 Seniority - Defined as the length of current teaching service
70 to the District. Seniority shall be computed from the
71 members first day of unbroken teaching service in the
72 District. Approved leaves of absence will not be considered
73 as interruptions in service.

74

75 10.1.4.4.2 Professional or TSPC Licensure.

76

77 10.1.4.4.3 Competence – Defined as the ability to teach a subject area
78 at either the middle or high school, or any grade at the
79 elementary level based on successful teacher evaluations,
80 teaching experience related to the subject or grade level, or
81 educational attainments, but not based solely on being
82 licensed to teach.

83

84 10.1.5 Tie-Breaker

85

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

90

91 10.2 Layoff Benefits

92

93 10.2.1 The District shall extend coverage under its medical program, provided for in
94 Article 17, for the balance of the layoff to members with contract and probationary

95 status who are laid off. The District will pay the cost of such medical premiums
96 during the first sixty (60) days following layoff and such coverage may be continued
97 by the member for the balance of the layoff provided the employee member pays
98 the premium. Members who accept other employment shall not be eligible for the
99 extension of group insurance coverage. For end of school year layoffs, the sixty (60)
100 days begins as of October 1 of the following school year.

101
102 10.2.2 All benefits to which a member was entitled at the time of his/her layoff will be
103 restored, in accordance with current contract benefits, upon his/her return to
104 active employment. The member will be placed on the proper step of the salary
105 schedule for the member's current position according to the member's
106 experience and education.

107
108 10.3 Recall Procedure

109
110 10.3.1 Recall shall be by inverse order of layoff using the criteria set forth in
111 Article 10.1 above;

112
113 10.3.1.1 Members with contract status shall be recalled first.

114
115 10.3.1.2 Members with probationary status shall be recalled after the list of
116 contract members has been exhausted.

117
118 10.3.2 Notice of recall shall be sent via certified mail to the last address given to the
119 personnel office by the member. A member shall have ten (10) calendar days from
120 the date the notice of recall was received to notify the District of his/her intent to
121 return. The member must report on the starting date specified by the District,
122 provided the reporting date is at least twenty (20) calendar days from the date the
123 notice of recall was received. Failure to notify the District of intent to return or to
124 return to work within the time limits shall be considered the resignation of said
125 member. This reporting timeline shall be extended for a member who has taken a
126 position in another district and is required to give that district a sixty (60) days'
127 notice before leaving employment.

128
129 10.3.3 Members with contract and probationary status who are laid off from the District
130 shall be eligible for recall as outlined above for a period of twenty- seven (27)
131 months after the effective date of their layoff unless they:

132
133 10.3.3.1 Resign, in which event a written resignation shall be sent to the District.

134
135 10.3.3.2 Fail to return when recalled as described above.

136
137 10.3.4 A member who is employed full time who accepts or rejects part-time or
138 substitute, or temporary work will not lose his/her right to recall to regular full-
139 time employment with the District. A member who is employed part time who
140 accepts or rejects full-time or substitute work will not lose his/her right to recall to
141 regular part-time employment with the District.

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10.4 APPEAL PROCEDURE

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

- 10.4.1 The Association shall have ten (10) days from the time the member received written notice of layoff to request expedited arbitration. This request shall be in writing.
- 10.4.2 The Association and the District shall, then, have ten (10) days to select an arbitrator. Failing to do so, the Association and the District shall request that ERB appoint an arbitrator who can hear the case within one (1) calendar month.
- 10.4.3 The decision of the Arbitrator shall be final and binding upon all interested parties, as long as the Arbitrator's decision is within his/her jurisdiction. The Arbitrator is authorized to reverse the layoff or recall decision made by the District, if the District:
 - 10.4.3.1 Exceeded its jurisdiction;
 - 10.4.3.2 Failed to follow the procedure applicable to the matter before it;
 - 10.4.3.3 Made a finding or order not supported by substantial evidence in the whole record; or
 - 10.4.3.4 Improperly construed the applicable law.

1 **ARTICLE 11**

2
3 **CALENDAR AND WORK DAY**

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5 11.1 School Calendar

6
7 The Association President may request to schedule a meeting with the Superintendent or
8 designee prior to the development of a calendar proposal to communicate concerns of the
9 membership. The proposed school calendar will be submitted to the Association/Council
10 leadership for review, suggestions or recommendations at least two (2) weeks prior to final
11 Board action to adopt the calendar. The Board welcomes suggestions but retains the power
12 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 192
17 days (effective July 1, 2009).

18
19 11.2.2 The school work year for new members of the bargaining unit shall be one hundred
20 ninety-four (194) days. For these two (2) additional days members will be granted
21 three (3) credit hours toward educational advancement on the salary schedule. New
22 members must be in attendance for all sessions in order to receive credit. This does
23 not affect the member’s tuition reimbursement. This credit will be applied no later
24 than September 10th. Time on the first day will be set aside for CEA orientation.

25
26 11.2.3 Planning/Late Start Days

27
28 Late arrival day for students will continue to be scheduled once a week for one (1)
29 hour every scheduled school week with the exception of the first and last week of
30 school.

31
32 11.2.4 Holidays

33
34 There will be six (6) paid holidays: Labor Day, Veterans' Day, Thanksgiving Day, New
35 Year’s Day, Presidents' Day and Memorial Day.

36
37 11.2.5 Vacation Days

38
39 Within the normal work year, members shall be allowed the following vacation
40 periods which are not counted as part of the 192-day normal work year for which
41 the annual salary is paid: three (3) consecutive calendar days at Thanksgiving, not
42 less than thirteen (13) consecutive calendar days for a winter break and not less than
43 one (1) week (Monday through Friday, plus the weekend before and after) for a
44 spring break.

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46 11.2.6 Grading and Conference Days Preparation

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- 11.2.6.1 The District shall provide at least one-half (1/2) day without students to each member at all levels for grading purposes each grading period. (Does not include progress reports.)
- 11.2.6.2 The District will provide one-half (1/2) day without students to each member at all levels for conference preparation.
- 11.2.6.3 District shall provide one-half (1/2) day for each high school member for semester preparation.
- 11.2.6.4 Full-time kindergarten members teaching two sessions will receive twice the allotted time listed above for conferencing/grading preparation.
- 11.2.6.5 A half day is defined as four hours of time during an eight-hour day, with a minimum of three consecutive hours.
- 11.2.6.6 On early release days, there will be no district/building meetings scheduled, except in case of emergency.

11.2.7 Inservice Days

- 11.2.7.1 For full-time members, there shall be no less than twelve (12) hours to be set aside exclusively for individual planning and preparation prior to the start of the school year. Any meetings or activities related to an additional paid responsibility of an individual teacher may count toward that twelve (12) hour total.
- 11.2.7.2 Part-time members shall be granted prorated pay and work time for two (2) days of work at the beginning of the year and one (1) day at the end of the school year after students are dismissed for the purpose of preparation and planning.

11.3 Extended Duties

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

- 11.3.1 Members who accept an offer of additional days on an extended contract shall be paid their per diem rate.
- 11.3.2 Members who are involved in curriculum development, traffic safety, textbook adoption, or similar professional activities after the end of the work year or work day shall be paid according to Appendix C.
- 11.3.3 Except as provided in Appendix C, for all other assignments supervising students

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

96
97 11.4 Additional Work Day

98
99 A member may be granted additional workdays on a per diem basis. There must be a
100 demonstrated need as determined by the building principal and approved by the
101 superintendent.

102
103 11.5 Inclement Weather

104
105 Members of the bargaining unit shall not be required to report to work and shall not be
106 charged leave time when student attendance is not required due to inclement weather.
107 This includes previously scheduled leave time. If the Board requires students and/or staff
108 to make up days lost due to inclement weather, then all members of the bargaining unit
109 shall be required to fulfill their regular duties on those days without additional
110 compensation.

111
112 11.6 Workday

113
114 11.6.1 The bargaining unit member's workday shall not be less than seven (7) hours thirty (30)
115 minutes or more than eight (8) hours.

116
117 11.6.2 All bargaining unit members shall be entitled to a duty-free uninterrupted lunch
118 period of not less than thirty (30) minutes per day.

119
120 11.6.3 A member shall not be required to extend his/her working hours beyond the regular
121 workday more than twice a month, not to exceed ten (10) times per year, unless the
122 District provides time and a half overtime compensation (based on the member's
123 normal per diem rate of pay) or compensatory time off at a time and a half rate.
124 Compensatory time shall be scheduled by the member and his/her building principal.

125
126 11.6.4 Members of the bargaining unit shall have the right to a 7-1/2 hour work day on
127 the last workday before a holiday or break.

128
129 11.7 Preparation Time

130
131 All full-time members of the bargaining unit in a given building shall receive the same
132 amount of preparation time as other full-time members in that building as set out below.
133 Preparation time shall be pro-rated for part time members.

134
135 11.7.1 Elementary

136
137 11.7.1.1 Full-time elementary members shall receive daily preparation time to total
138 not less than three hundred (300) minutes per week.

139
140 11.7.1.2 Full-time elementary members shall receive preparation time of no less

141 than one hundred (100) minutes per week during student contact time in
142 blocks of no less than twenty-five (25) uninterrupted minutes per day. On
143 days with no scheduled preparation time, members will receive a fifteen
144 (15) minute relief break scheduled by the building administrator.

145
146 11.7.2 Middle School

147
148 11.7.2.1 Full-time middle school members shall receive daily preparation time to
149 total not less than two hundred eighty-five (285) minutes per week.

150
151 11.7.2.2 Full-time middle school members shall receive one instructional period
152 for the days that follow a regular bell schedule per day during student
153 contact time.

154
155 11.7.3 High School

156
157 11.7.3.1 Full-time high school members shall receive daily preparation time to
158 total not less than two hundred eighty-five (285) minutes per week.

159
160 11.7.3.2 Full-time high school members on a seven period day schedule shall
161 receive one (1) prep/planning period per day.

162
163 11.7.3.3 During semester finals week, members shall receive no less than the
164 minimum of one (1) testing period for preparation.

165
166 11.7.4 Preparation time during weeks with less than five (5) days student attendance required
167 will be reduced on a pro rata basis (a day = 1/5).

168
169 11.7.5 When a member agrees to substitute during his/her duty-free preparation period,
170 comparable duty-free preparation time will be provided for the member. If the
171 member agrees to substitute during his/her duty-free preparation time more than
172 once per month, the member shall be compensated at his/her normal per diem rate of
173 pay.

174
175 11.8 Members shall not be assigned to cover a second class during their instructional time.

1 **ARTICLE 12**

2
3 **WORKLOAD**

4
5 12.1 The District and ECBC agree that the pupil-member ratio is an important factor in maintaining
6 quality education and agree to establish a class size committee to address concerns from members
7 and/or administrators regarding class size issues.

8
9 12.2 A member who believes his/her workload is excessive compared to other members in the
10 District may discuss the situation with the principal. If not satisfied with the response at this level, the
11 member may discuss the matter with the Assistant Superintendent and may suggest option(s) for the
12 District's consideration. The member, upon request either to the Association representative or to the
13 Assistant Superintendent, will have his/her concern addressed by the class size committee. In lieu of a
14 class size committee, the Association president or designee will meet with the Director of Human
15 Resources to address the concern. The member and the CEA president will receive a response from
16 the class size committee within twenty (20) school days of making the request and providing the
17 information the committee may require.

18
19 12.3 The Association President shall be provided with a District printout of class size by school and
20 by class by September 15 and by February 1 of each school year.

21
22 12.4 By September 15 of each year a class size committee of three (3) members appointed by the
23 Association President and three (3) administrators will meet to review class sizes, consider options, and
24 formulate recommendations for school board consideration. The class size committee will meet as
25 necessary to address concerns it receives from members or administrators. The committee will
26 consider the following factors in deciding upon its recommendation(s):

27
28 12.4.1 The number of students in the class,

29
30 12.4.2 School and district class size averages,

31
32 12.4.3 The number and characteristics of special need students,

33
34 12.4.4 The instructional level of the classroom (e.g. primary, intermediate, etc.),

35
36 12.4.5 The member's professional experience,

37
38 12.4.6 The amount of educational assistant time or specialist assistance provided,

39
40 12.4.7 Other factors as suggested by the member.

41
42 12.5 Class size computations for a grade or school shall be made on the ratio of classroom members
43 to students exclusive of specialist. If a school council, however, agrees to increase its level of
44 specialists or otherwise modify its staffing allocation, then such occurrence should be a factor
45 considered in class size discussions by the class size committee.

46
47 12.6 In situations where a class size or a specialist load exceeds the level desirable, the committee

- 48 will consider the following options:
49
- 50 12.6.1 Transfer/reassignment of students,
51
 - 52 12.6.2 Adding certified staff,
53
 - 54 12.6.3 Additional educational assistant time,
55
 - 56 12.6.4 Development of split classrooms,
57
 - 58 12.6.5 No changes due to financial/physical space/time limitations,
59
 - 60 12.6.6 Other options mutually agreed to between the members and administrators on the
61 committee.
62
- 63 12.7 All elementary classroom members will complete at the beginning of the school year and
64 correct for changes during the year a list of students in the room, identifying special conditions
65 for any student (e.g. IEP for behavior, ESL, TAG, etc.) that should be considered in reviewing
66 class sizes. The principal or designee will review this information for the grade level at the time
67 of assigning a student new to the building. The principal will also present this information to
68 the Superintendent or designee when class sizes at that grade level are being reviewed for
69 District decision-making.
70
- 71 12.8 At any time after being assigned an exceptional student (e.g. IDEA or 504 eligible, ESL, TAG),
72 the teacher may request additional training to provide him/her with the necessary skills for
73 dealing with that particular exceptional student.
74
- 75 The case manager will meet with the teacher within one week of the request to identify useful
76 training and resources. This may include District or outside specialist and/or other District
77 teachers, who will consult, model classroom techniques, identify workshops or resources
78 (courses or reading material, etc.). The teacher and case manager will create a schedule for
79 accessing such assistance. A member who continues to have concerns about available training
80 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 judgment
10 on issues, the member has the responsibility to provide students
11 balanced information representing various points of view on
12 controversial issues. The member is free to present his/her own
13 opinions or convictions in the field of his/her professional
14 competence, but these must be clearly stated as his/her opinions as
15 well as the premise from which they are derived. These opinions,
16 when stated, should appear after the students have discussed the
17 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 their
23 own judgment.

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

29
30 13.1.2.3 To select for classroom study controversial issues related to the
31 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 sides
35 of an issue can be presented adequately.

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

39
40 13.1.2.6 To teach in his/her area of academic competence without regard to
41 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 as
44 he/she clearly indicates it is his/her own opinion and explains the
45 basis for this position.

46
47 13.1.2.8 To work in a climate conducive to rational and free inquiry.

- 48 13.1.3 It is the Responsibility of Members:
49
50 13.1.3.1 To insure every student his/her right to confront and study
51 controversial issues related to the curriculum and appropriate to
52 his/her maturity, intellectual and emotional capacities.
53
54 13.1.3.2 To follow legislative, State Board of Education and District
55 prescribed curriculum using approved materials and resources.
56
57 13.1.3.3 To protect the right of every student to identify, express and defend
58 his/her opinions in the classroom without penalty as long as it does
59 not conflict with the classroom activity or infringe upon the right of
60 students or others involved.
61 13.1.3.4 To promote the fair representation of differing points of view in all
62 issues studied.
63 13.1.3.5 To insure that classroom activities do not adversely reflect upon any
64 individual or group because of race, creed, sex, or ethnic origin.
65
66 13.1.3.6 To develop in students skills in problem solving.
67
68 13.1.3.7 To adhere to the written policy concerning academic freedom
69 established by the Board of Education.
70
71 13.1.3.8 To provide a procedure for the students whereby they receive full
72 and fair consideration when they take issue with teaching strategies,
73 materials, course requirements or evaluation procedures.
74
75 13.1.3.9 To exemplify objectivity in the search for truth, to demonstrate
76 respect for minority opinion and to recognize the function of dissent
77 within the democratic process.
78

79 13.1.4 It is the Responsibility of the District:
80

- 81 13.1.4.1 The District shall protect members in the use of controversial
82 material, methodology, or content as long as such use complies with
83 District policy and procedures and is in accordance with the District's
84 adopted curriculum. Copies or summaries of such policies and
85 procedures shall be included in the staff handbook.
86

87 13.2 Grading of Students
88

89 The member shall maintain the responsibility to determine grades of students. No grade will
90 be changed without consultation with the member. In the event a grade is changed, the
91 party changing the grade will assume accountability for that change. Within ten (10) days of
92 the change, the member shall be notified in writing of the change and the reasons for it.
93

94 13.3 Site Based Decision Making
95

96 13.3.1 The Board of Directors, in order to improve the quality and effectiveness of education,
97 shall establish site councils at each school in conformance with state statutes and
98 regulations in accordance with ORS 329.704.
99

100 13.3.2 The duties of the site councils shall be those prescribed in the statute.
101

102 13.3.3 A site council, in reaching decisions on matters within its responsibilities, shall not
103 alter, amend or modify the Agreement without the approval of the District and the East
104 County Bargaining Council.
105

106 13.3.4 Member participation on a site council is voluntary and lack of participation shall not
107 be noted negatively in a member's evaluation or personnel file and shall not be used as
108 a subject of discipline.
109

110 13.4 Classroom Disciplinary Procedure
111

112 13.4.1 Member Notification
113

114 Members who are assigned students who are known to have an IEP, or Section 504
115 plan, or District-generated behavior intervention plan, shall be provided access to a
116 copy of the IEP, 504 plan, or District-generated behavior intervention plan, and/or
117 relevant information. Members shall review and implement the plans including
118 modifications and accommodations, and shall have the opportunity to consult with
119 appropriate staff members upon request.
120

121 13.4.2 Written Procedure
122

123 13.4.2.1 The District will make available on its web site a copy of its adopted
124 discipline policies. Members shall adhere to these policies.
125

126 13.4.2.2 Building administrators/supervisors will meet with members
127 annually to establish and/or review written disciplinary standards
128 and procedures for each building to ensure uniform enforcement of
129 district policies.
130

131 13.4.3 Disruptive Student
132

133 When a student is disrupting the instructional program to the detriment of
134 himself/herself and/or others, the member will take appropriate action. Any student
135 removed from class at any time by a member shall be directed by such member to
136 the principal or other designated person.
137

138 Following action by the principal or designee, the student may be returned to the
139 classroom. If, however, a member requests a conversation with the
140 principal/designee to discuss the student's behavior, the student's return to the
141 member's class shall be delayed until after the conversation has taken place.
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13.4.4 Dangerous Student

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

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

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

- 13.4.4.3.1 A statement of the facts,
- 13.4.4.3.2 A summary of conditions leading to the referral,
- 13.4.4.3.3 Steps taken by the member to remedy the problem and to motivate the student, and
- 13.4.4.3.4 Any other steps taken prior to the referral.

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

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

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ARTICLE 14

PROFESSIONAL DEVELOPMENT

14.1 Inservice Workshops, Conferences, Programs

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

14.2 Tuition Reimbursement

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

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

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

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

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

14.2.4 Members shall follow administration rules for applying for tuition reimbursement. For tuition reimbursement the member shall:

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

14.2.4.2 Submit document verifying payment and official grade slip as evidence of completion of the course.

14.2.5 Tuition shall start with classes taken fall quarter of the new school year and continue through summer session.

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- 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 In lieu of the current year's six (6) quarter hours or four (4) semester hours per year for tuition reimbursement, members may request reimbursement for a maximum of two (2) audited courses, classes, seminars, registrations, or workshops as long as the request is approved by the Human Resources office. Costs are limited to registrations and cannot be used to pay for substitutes. Members who choose one such activity in the current year shall do so in lieu of three (3) quarter hours or two (2) semester hours of accumulated tuition reimbursement. One of the two such activities cannot be scheduled during the workday. This does not affect any accumulated hours from previous years.
- 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 taken during the summer term. If prepayment was made, reimbursement shall be withheld from the final paycheck.
- 14.3 District Staff Development
 - 14.3.1 Members will be permitted to take District staff development courses (including Summer Institute) at no cost to the member. Credit for these courses will not be charged to the member's tuition reimbursement account, except in cases where credit is earned by the member.
 - 14.3.2 Members will receive credit toward advancement on the Centennial salary schedule for District staff development courses taken and for any unpaid time of thirty (30) hours outside the regular workday required of a member of a professional committee (such as site council or a District curriculum committee).
 - 14.3.3 District staff development courses shall be those noncredit courses offered by the District and approved by the superintendent or designee.
 - 14.3.4 For the purposes of this Agreement, thirty (30) hours of District staff development equals one (1) quarter hour of college credit.
 - 14.3.5 Scheduling Staff Development for Part-Time members

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

106
107 14.4 Continuing Professional Development

108
109 A member shall have the right to choose the District Plan or Individual Plan and under
110 neither one shall the teacher be required to set CPD goals that reflect evaluation goals.

111
112 14.5 National Board Certification

113
114 14.5.1 The District shall provide a one-time only bonus of one thousand dollars (\$1,000) for
115 members who are National Board Certified.

116
117 14.5.2 The District shall provide up to ten (10) days per year (from professional leave account)
118 for all members working on their National Board Certification.

119
120 14.6 Mentor Teacher Program

121
122 14.6.1 The District reserves the right to establish and discontinue a Newly Hired
123 Teacher/Mentor Teacher Program.

124
125 14.6.2 Teachers may submit a letter of interest to be a Mentor Teacher to the building
126 principal.

127
128 14.6.3 No member shall be designated as a Mentor Teacher unless willing to perform in that
129 role.

130
131 14.6.4 A Mentor Teacher will work with no more than one newly hired teacher per year,
132 except in circumstances when a teacher agrees to take more than one newly hired
133 teacher.

134
135 14.6.5 No Mentor Teacher shall participate, at any level, in the evaluation of newly hired
136 teachers.

137
138 14.6.6 The District will provide a qualified substitute for the Mentor Teacher when necessary
139 to fulfill Mentor Teacher obligations as per State Department regulations and/or
140 District guidelines.

141
142 14.6.7 CPD units will be issued for each hour for each member of the mentor team for every

143 hour of individual consultation. Consultation time will be recorded in a log.
144
145 14.6.8 When the Mentor Teacher works with the newly hired teacher outside the workday,
146 the Mentor Teacher will be compensated at the curriculum rate, unless the Mentor
147 Teacher is participating in the state mentor grant.
148
149 14.6.9 Should the state provide grant dollars for mentor programs, and the District receives a
150 grant, grant dollars shall be distributed as stipulated in the grant, or if not stipulated,
151 one-half of the grant dollars will go to the Mentor Teacher with the other half going for
152 release time.
153
154 14.7 Professional Leave
155
156 The Centennial School District will create a pool of professional leave days equal to the
157 number of bargaining FTEs as identified in the proposed budget each year which may be used
158 by members of the bargaining unit for activities related to professional teaching duties. Each
159 building will be allotted days based on number of members assigned to the building. No
160 member shall be granted more than three (3) days during the school year. On April 15 of
161 each school year, up to ten (10) days of unused professional leave shall be transferred and be
162 assigned to a district-wide pool for the remainder of the school year. Applications for
163 professional leave shall be made at least three (3) days prior to the date of expected leave on
164 proper District application forms.
165
166 14.7.1 Examples of professional leave with pay are, but not limited to:
167
168 14.7.1.1 Visits to other school systems,
169
170 14.7.1.2 Participation in professional teaching programs,
171
172 14.7.1.3 Professional opportunities which will extend the outlook and improve the
173 service to the District or the bargaining unit.

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 impact and
6 effects the Elementary and Secondary Education Act (ESEA) federal legislation may have on
7 the teaching staff related to conditions of employment.

8
9 15.2 Among the topics for the committee will be:

10 15.2.1 District progress in meeting the Highly Qualified Teacher requirements of the law, and

11 15.2.2 The impact on schools not meeting Adequate Yearly Progress.

12
13
14
15 15.3 No decision and/or action related to the ESEA or its implementation shall violate the provisions
16 of this Agreement without the approval of the District and the Council.

17
18 15.4 Changes in mandatory subjects of bargaining related to implementation of the ESEA shall be
19 subject to bargaining between the District and the Council. Such bargaining shall be conducted
20 pursuant to ORS 243.698 except that the duration of bargaining shall be one hundred and
21 twenty (120) days including mediation.

22
23 15.5 Highly Qualified Teachers

24
25 The term “highly qualified teacher” refers to and its use shall be limited to the specific
26 requirements established by the reauthorized federal Elementary and Secondary Education Act
27 (ESEA) (No Child Left Behind) legislation or as subsequently modified. If the District is required
28 by law to send highly qualified notifications to parents, the Association and impacted members
29 shall receive five (5) days’ notice.

30
31 15.5.1 A “Teacher” shall be considered “highly qualified” if he/she meets the
32 requirements/qualifications established by the Oregon Department of Education (ODE)
33 and the Teacher Standards and Practices Commission (TSPC).

34
35 15.5.2 Members engaged in professional development activities, in order to fulfill
36 requirements as a “highly qualified teacher”, shall have full access to the professional
37 development funds and tuition reimbursement provisions of Article 14 of this
38 Agreement.

39
40 15.5.3 The District shall reimburse the cost of PRAXIS and/or ORELA examinations for
41 members who have taken and passed the exam in order to satisfy the requirements of
42 being Highly Qualified.

1 **ARTICLE 16**

2
3 **COMPENSATION**

4
5 16.1 Salary Schedule and Index

6
7 The salary schedule(s) and index for members are attached to this Agreement as Appendix A
8 and B and by this reference incorporated herein. This salary schedule(s) and index shall be the
9 official salary schedule(s) and index for all members of the bargaining unit and shall not be
10 deviated from except through mutual consent of the District and the Association/Council.

11
12 16.1.1 Members who work less than full-time will be paid at a pro-rata portion of the full-time
13 salary.

14
15 16.1.2 Members who are granted extended contract(s) to work beyond the normal work year
16 shall be paid at their normal per diem rate for each additional day (or portion thereof).

17
18 16.1.3 Members who are employed during the summer to teach academic courses shall be
19 paid their per diem. By June 15 all summer employment opportunities shall be posted
20 on the District website and made available for members by contacting the Human
21 Resources Office.

22
23 16.1.4 Teachers of courses designated as recreational or enrichment (driver education, sports
24 programs, outdoor science, music, etc. or curriculum development) shall be paid at the
25 curriculum rate.

26
27 16.2 Step Placement and Advancement

28
29 16.2.1 Members shall be placed and shall advance on the steps of the salary schedule as
30 follows:

31
32 16.2.1.1 Members new to the district shall be placed on the salary schedule
33 allowing full credit for each year (135 consecutive work days or more)
34 regardless of prior professionally or academically licensed experience
35 service in the public schools, K-12.

36
37 16.2.1.2 Prior experience in private or parochial schools, district approved
38 experience in colleges or universities, or other situations will be given year
39 for year (135 consecutive work days or more) if the institution where the
40 prior experience was obtained, required a professional license in order to
41 be employed.

42
43 16.2.1.3 Substitute experience shall not count unless it was done on a full-time
44 contract basis. Continuous service of 135 consecutive work days or more,
45 or one (1) or two (2) assignments of no less than 135 consecutive work
46 days of substitute teaching shall qualify as a year of experience in
47 accordance with ORS 342.840. Credit for a part of a year will not be given

48 unless two (2) segments or less total a school year.

49
50 16.2.2 Members shall receive advancement (increments) on the salary schedule for each year
51 (135 consecutive work days or more including paid leave) of work completed in the
52 District.

53
54 16.3 Column Placement and Advancement

55
56 16.3.1 Initial Salary Column Placement

57
58 16.3.1.1 Any academic certificate, license, degree, or the equivalent, issued by
59 TSPC, the State of Oregon, an accredited institution of higher education, or
60 a professional society, shall qualify for placement on the corresponding
61 column of the salary schedule.

62
63 16.3.1.2 College hours used for initial placement must be earned subsequent to the
64 earning of a bachelor degree and contribute directly to the new member's
65 assignment. Specific matter of interpretation of approved course work is
66 at the discretion of the Human Resources Director.

67
68 16.3.2 Members, either new or returning, may request a meeting with the Human Resources
69 Director and present information as to hours or degrees not previously counted
70 toward salary placement. If additional hours or degrees are counted, the change in
71 placement will be retroactive for twelve (12) months.

72
73 16.3.3 For purposes of educational column advance on the salary schedule, previously
74 approved college credit hours earned by the end of summer term shall apply effective
75 the beginning of the next school year, provided proof of successful course completion
76 is received by September 10. Previously approved credit hours earned between
77 September 1 and January 1 of a school year shall be effective on February 1 of that
78 school year on a pro-rata basis provided proof of successful course completion is
79 received by January 10.

80
81 16.3.4 The District agrees to accept the following as proof of successful completion of the pre-
82 approved class(s).

83
84 16.3.4.1 An official grade slip from the institution where the class was taken, official
85 transcripts indicating successful completion of the class and/or a letter
86 from the instructor and/or registrar of successful completion of the class.
87 The letter must be on the institution letterhead, indicate the class number
88 and name, the credits completed and the grade. The letter must be signed
89 by the instructor or registrar and may be mailed or faxed to the Human
90 Resources Department. Verification must be in the Human Resources
91 Department by September 10 and January 10.

92
93 16.4 Salary Checks

94
95 16.4.1 All members of the bargaining unit will be paid on a 12-month period.

96 June, July and August checks will be available on the last contracted workday after all
97 requirements have been fulfilled, except that members who are leaving District employment
98 for reasons other than retirement will receive their August check no later than June 30.
99

100 16.4.1.1 Members who work at the Centennial Learning Center (CLC) will be
101 employed in a year-round school setting. Their annual salary will be paid in
102 accordance with 16.4.1. The balance of the CLC contract checks will be
103 available on the last contracted workday of the school year, after all check
104 out requirements have been fulfilled.

105
106 16.4.1.2 Exceptions will be members who are leaving the District employment for
107 reasons other than retirement, and will receive their July check not later
108 than June 30 of the current school year.

109
110 16.4.2 Salary checks will be paid on the 25th of each month or on the last working day prior to
111 the 25th if weekends or vacations interfere unless extenuating circumstances make
112 this impossible.

113
114 16.4.3 A member of the bargaining unit may request by the 10th day of the month and the
115 District shall grant an earned advancement on his/her salary. The advance pay will be
116 deducted from his/her check in the month granted. Members shall be limited to four
117 (4) draws per year. No requests may be made after May 10.

118
119 16.4.4 Members electing to have their checks sent monthly during the summer break may
120 initiate the request by submitting stamped, self-addressed envelopes to the payroll
121 department prior to June 1st. The checks will be mailed July 25th and August 25th.

122
123 16.4.5 The Employee's Earning Record stub attached to the monthly paycheck will provide
124 each member of the bargaining unit as much of his/her salary breakdown as the payroll
125 computer system has capacity.

126
127 16.4.6 Members may opt to have salary paid by "direct deposit" to the financial institution of
128 their choice.

129 130 16.5 Payroll Deductions

131
132 16.5.1 Upon appropriate written request from the member submitted prior to stated
133 deadlines, the District will deduct from that member's salary and make appropriate
134 remittance for the following approved deductions:

135
136 16.5.1.1 United Way (during annual fund raising campaign).

137
138 16.5.1.2 Centennial Educational Foundation

139
140 16.5.1.3 On Point Credit Union.

141
142 16.5.1.4 Premiums for insurance programs (prior to September 10).

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

16.5.1.6 United States Savings Bonds.

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

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

16.6 PERS/OPSRP

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

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

16.7 Student Teachers

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

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

16.8 Travel Allowance

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

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

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

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

190 16.9 Early Retirement

191

192 16.9.1 Definition:

193

194 Retirement may be a viable option for some members. The District wants to provide
195 an incentive for early retirement. Any member who has had ten (10) years of
196 unbroken service prior to October 1, 2000, but had a break in service after ten (10)
197 years and is currently re-employed by the District, shall also be able to retire under
198 the provisions of this article. Any member who retires under the provisions of PERS
199 prior to age 65, and who has completed ten (10) years of service with the District,
200 shall be eligible for the District's plan. However, this benefit shall sunset as of October
201 1, 2000 for all certified members hired on or after that date.

202

203 16.9.2 Stipend

204

205 16.9.2.1 The early retirement program will provide a monthly payment of \$562.50
206 for a maximum of 48 months.

207

208 16.9.2.2 The District's obligation to pay the stipend fee shall terminate at the end of
209 48 months, upon the request of the member to cancel the program, age
210 65, death, or the return to active employment which would reinstate PERS
211 membership and payments to the retirement fund.

212

213 16.9.3 Insurance

214

215 16.9.3.1 The member will have the option to purchase medical, dental and vision
216 insurance until age 65, subject to approval of carrier.

217

218 16.9.3.2 The member may accept the insurance coverage as provided in the early
219 retirement plan. The member will pay the difference for added coverage
220 and the premium difference from rate at time of retirement. The member
221 may also purchase family coverage.

222

223 16.9.4 Compensation from Outside Agencies on School Campuses

224

225 16.9.4.1 A member may accept work on school campuses with Centennial School
226 District students from outside agencies (e.g. SUN program). The agency
227 shall be responsible for establishing the salary amount and will pay the
228 employee directly. The district will not be responsible for any
229 salary/benefits nor the establishment of any salary rates.

230

231 16.9.5 Members whose duties entail completing documentation for Medicaid billing will be
232 reimbursed by the District for the minimum licensing or certification fee that qualifies
233 him/her to do Medicaid billing.

1 **ARTICLE 17**

2
3 **INSURANCE**

4
5 17.1 District Contribution

6
7 The District shall contribute nine hundred thirty dollars (\$930.00) per member per month
8 for 2008-2009 to cover the purchase of family medical, family dental with orthodontia,
9 family vision insurance. For the 2012-2013 school year the District will contribute one
10 thousand two hundred thirty dollars (\$1,230.00) per member per month.

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

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

17
18 17.2 Optional Plans

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

22
23 17.3 Choice of Plans

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

27
28 17.4 Resignations

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

32
33 17.5 Insurance Pooling. If the insurance cap does not cover the full cost of the medical, vision, and
34 dental 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 multiplied by 50% (fifty percent) equals
38 "the pool." All members with out of pocket medical, vision, dental insurance premiums will be
39 distributed from lowest to highest and "pool" dollars will be applied down the list until the
40 "pool" is exhausted.

41
42 The "pool" shall apply only to medical, dental and vision plan premiums for employees whose
43 coverage exceeds the monthly insurance cap. "Pool" dollars may not be applied to optional
44 plans described in Article 17.2.

45
46 Employees hired after the pool is established will be eligible for "pool" dollars starting in
47 October or the first month insurance is deducted from their paycheck, whichever is later.

48

49 17.6 The District shall provide Section 125 Plans (A and B) for use by employees.

50

51 17.7 Domestic Partners

52

53 17.7.1 For all purposes within this Article, the term “domestic partner” shall be defined to
54 mean same or opposite gender and follow the OEBB rules for the determination of that
55 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 related

8 to the individual's regular assignment. To qualify for payment the following criteria must be

9 met:

10

11 18.1.1 The responsibility must take place outside of class time and extend beyond the

12 regular work day. The activity or program must be an approved extra duty

13 because not all activities or programs outside of class time or beyond the

14 regular school day are extra duty.

15

16 18.1.2 The assigned person must be qualified either by experience, interest or training to

17 direct the assignment or activity.

18

19 18.1.3 The District and the Council agree to bargain over the pay rate if any significant

20 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 Appendix

25 C and by this reference incorporated herein. These rates shall be the official compensation

26 rates for all Extra Duty positions in the District and shall not be deviated from, except through

27 mutual written consent of the District and the Association/Council.

28

29 18.3 New Positions

30

31 18.3.1 If the need for an extra duty position not specified above should occur while this

32 agreement is in force, the District shall make a determination of the placement of

33 the position on the extra duty schedule based on the job description of the new

34 position and a fair evaluation of like or similar positions. The District shall advise the

35 Council of the new position and solicit the Council's input as to appropriate

36 placement on the extra duty schedule.

37

38 18.3.2 At the end of the school year following the creation of a new extra duty position, a

39 review may be conducted of the extra duty position to determine if the position has

40 been appropriately placed on the extra duty schedule. The District shall inform the

41 member assigned to the position and the Council that a review is being conducted

42 and solicit input. Such a review may be initiated by the District, the Council, or the

43 member assigned to the position.

44

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

46

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

- 48 18.6 When filling an extra duty position or volunteering to supervise or assist with school
49 related activities beyond the normal workday, a member shall be reimbursed for all
50 related expenses pre-approved by the District.
51
- 52 18.7 Due process rights shall be afforded a bargaining unit member when employed in an extra
53 duty position only in the event of mid-season termination.
54
- 55 18.8 Extra Duty notice for the subsequent year confirming the position stipend shall be provided in
56 writing to the member no later than June 15. Upon request, the Principal or designee shall
57 meet with the member in advance of the assignment to outline the scope of the work
58 required. If a vacancy occurs after June 15, a member volunteering to fill the vacancy shall be
59 provided written notice confirming their employment and stipend prior to commencing work.

1 **ARTICLE 19**

2
3 **PAID LEAVE OF ABSENCE**

4
5 19.1 All absences and leaves must have administrator's approval. The member's immediate
6 supervisor's recommendation and the approval of the superintendent or his/her designee
7 constitute administrator's approval.

8
9 All requests for absences and leaves except sick leave must be submitted in writing on District
10 approved forms. All written requests should be made in advance of the absence. Some
11 situations do not lend themselves to prior approval. When this happens, the written
12 application must be submitted to immediate supervisor within five (5) days after the
13 occurrence.

14
15 19.2 Sick Leave

16
17 19.2.1 Members of the bargaining unit shall be granted ten (10) days' sick leave during each
18 school year pursuant to ORS 332.507(2). Such sick leave shall be credited to said
19 members on the first work day of the fall semester. In case of members who begin
20 service after the beginning of the school year, sick leave shall be credited on the first
21 day of active teaching service and consist of one (1) day for each month remaining in
22 the school year.

23
24 19.2.2 No maximum shall be placed on sick leave accumulation. The member's sick leave
25 hours shall be displayed on the member's monthly pay statement.

26
27 19.2.3 A member who has accumulated sick leave during employment in another school
28 district, and who was so employed during the preceding years, shall, upon proper
29 verification, be allowed the number of sick leave days so accumulated in accordance
30 with ORS 342.596.

31
32 19.2.4 Members may use their accumulated sick leave for family illness, in accordance with
33 the Family Medical Leave Act/Oregon Family Leave Act regulations.

34
35 19.3 Emergency/Personal Leave

36
37 19.3.1 When a member is absent because of emergencies or personal business that cannot
38 be conducted outside the regular workday, and the absence is not covered by any
39 other leave, the employer will allow the member up to three (3) days of personal
40 leave, per year, non-cumulative, with the member to be paid his/her daily per diem
41 rate. Personal leave cannot be used for recreational or leisure leave activities, to
42 work for another employer, nor to extend a holiday or vacation or for social purposes
43 or a second business. Members will not have to state reason for said leave. This is
44 not intended to preclude the use of emergency/personal leaves before or after a two
45 (2) day weekend.

46
47 19.3.2 Requests for leave must be made in writing three (3) days in advance except when

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

51
52 19.4 Members' Personal Leave Donation Bank

53
54 19.4.1 On or before October 31 of each year, a participating member may contribute eight
55 (8) hours of personal leave to a common donation bank. This donation can only be
56 made once per year, is irrevocable, and may only accumulate up to a total equal to
57 the number of FTE in the bargaining unit. Participation in the donation of the hours
58 shall be voluntary. The District shall be defended and held harmless from any claim
59 arising from honoring the donation. The District is not responsible for any personal
60 tax liability that may be incurred by the donating member or the receiving member,
61 should any liability arise. Part-time employees will be pro-rated, both for donation
62 and receipt of donated days. Members on Workers Compensation who receive
63 reimbursement of lost days through their workers compensation claim may not
64 benefit financially from the personal leave bank by receiving more than their regular
65 salaried amount.

66
67 19.4.2 Procedure for Committee Members

68
69 Grants from the donated days will be determined by the CEA Executive Council or
70 their designees. Inquiries to the Human Resources Department shall be referred to
71 the CEA President.

72
73 19.4.3 Application for Personal Leave Donation Days

74
75 When a bargaining unit member has used all available paid leave days and needs
76 donated days due to debilitating illness or injury, the following procedure will be
77 implemented.

78
79 19.4.4 The bargaining unit member will notify the Association of the need for donated days.

80
81 19.4.5 The Association Executive Council will review the request.

82
83 19.4.6 The Association Executive Council will notify the District Human Resources Office
84 that a member has requested and been approved for donated days.

85
86 19.4.7 Payroll will process the days as instructed by the Association.

87
88 19.4.8 Members are limited to 520 hours (65 days).

89
90 19.4.9 Only contributing members may request donated days.

91
92 19.5 Emergency Leave for Bereavement

93
94 A member of the bargaining unit shall be granted five (5) days' absence with full pay because of

95 death of any member of his/her immediate family. He/she may be granted three (3) extra days
96 for which he/she will receive a pay reduction equivalent to rate of pay for a professional
97 substitute. Use of such days must occur within one (1) month of the death of the immediate
98 family member, or up to six months in cases where the end-of-life ceremony is delayed.

99
100 19.5.1 Immediate family shall be defined as to mean spouse, same sex or opposite sex
101 domestic partners, parents, children, brother or sister, grandparents, grandchildren,
102 same sex or opposite sex domestic partner's parents, children, brother or sister,
103 grandparents, grandchildren or spouse's immediate family as already defined. Other
104 persons shall be considered as members of the immediate family, provided they are
105 living in the home of the member or are dependent upon the member for support.

106
107 19.5.2 Members may use the three reduced pay days for the purposes of dealing with issues
108 related to the death. These days must be used within six months of the death.

109
110 19.5.3 A member of the bargaining unit shall be granted one (1) day's absence with full pay
111 to attend the funeral of a close friend or a distant relative. In the event of special
112 extenuating circumstances, the District may grant up to two (2) additional days for
113 this leave.

114 19.6 Legal Leave

115 19.6.1 Mandatory Legal Appearance

116
117
118 19.6.1.1 A member shall be absent with pay under Article 19 if he/she is
119 subpoenaed as a witness in a legal proceeding, except when such
120 subpoena is on behalf of the association in proceedings (other than
121 grievance hearings) against the school district, providing he/she turns in a
122 copy of the subpoena and any witness fees that he/she receives to the
123 business office.

124 19.6.1.2 Jury Duty

125
126
127
128 Members called for jury duty will normally be expected to serve during the
129 period they are summoned. The District will grant full pay providing the
130 employee turns in the jury fee to the business office, and reports back to
131 work on any day when released in advance.

132 19.7 Military Duty Leave

133
134
135 In accordance with ORS. 408.29, a member of the unit may request leave for annual active
136 duty. Such leave shall not exceed fifteen days, comprising no more than eleven work days, in
137 one calendar year. Member shall be released without loss of time, pay or rights and benefits
138 to which he/she is entitled provided that he/she has been employed at least six (6) months
139 prior to the request.

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ARTICLE 20

UNPAID LEAVES OF ABSENCE

20.1 General Unpaid Leaves

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

20.1.1.1 Career Development,

20.1.1.2 Health or Unavoidable Circumstances,

20.1.1.3 Military Duty,

20.1.1.4 Family Leave,

20.1.1.5 Good Cause.

20.1.1.6 Domestic Violence/Sexual Assault/Stalking.

20.1.1.7 Association Leave

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

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

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

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

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

- 48 20.1.4 Extensions or renewals of leave of one (1) year shall be applied for in writing.
49
50 20.1.5 Notification of return shall be received by the District not later than April 1 of the
51 school year in which the member intends to return. Failure to meet this deadline
52 shall mean that the individual has resigned the position.
53 This condition shall be waived when the return date is unknown, during an existing
54 school year, beyond the control of the member, or when the leave is subject to
55 state statute or federal law.
56
57 20.2 Career Development Leave
58
59 20.2.1 A leave of absence without pay may be granted by the Board for career
60 development activities such as: study, travel and professional experience.
61
62 20.2.2 The request for leave must include proposed plan of activities and a statement
63 of goals.
64
65 20.2.3 A member may not request a career development leave while on a Program of
66 Assistance.
67
68 20.2.4 Upon return from leave, the member will be granted experience credit pursuant
69 to the provisions of Article 16 of this Agreement.
70
71 20.2.5 Requests for Career Development leave must be submitted in writing to the
72 superintendent on or before April 1 previous to the school year for which the leave
73 is requested.
74
75 20.3 Health or Unavoidable Circumstances Unpaid Leave
76
77 20.3.1 A leave of absence without pay may be granted by the Board for sickness or other
78 unavoidable circumstances to a member of the bargaining unit at any time during the
79 school year.
80
81 20.3.2 As a minimum, leaves for health or unavoidable circumstances will be granted to
82 members for health-related conditions in accordance with state statute and federal
83 law.
84
85 20.3.3 A member receiving such a leave shall be eligible for reinstatement to a
86 comparable position in the next school year provided he/she submits acceptable
87 evidence that the member is able to perform the functions of the assignment. The
88 member shall provide a status report from the member's medical services no later
89 than April 1 prior to return to work.
90
91 20.3.4 When the member returns he/she will retain all benefits accrued in the District
92 prior to the leave. No increment increase will be allowed for the leave period
93 unless the member completed at least 96 days of his/her contract.
94 20.4 Military Duty Unpaid Leave

- 95
96 20.4.1 Unpaid Military leave shall be granted in accordance with state statute and
97 federal law.
98
99 20.4.2 If the member is on probation at the time of leaving for service, he/she shall return
100 at that level and serve out the remainder of the probationary period even though
101 he/she receives salary advancement because of his/her military service.
102
103 20.5 Family Leave
104
105 20.5.1 Family leave shall be granted in accordance with state OFLA statutes and federal
106 FMLA laws.
107
108 20.5.2 A request for unpaid Family leave of absence that goes beyond FMLA/OFLA of up to
109 one (1) year may be granted by the Board to a member of the bargaining unit
110 (including expectant or adoptive parents) who has pressing family responsibilities
111 which require his/her presence at home.
112
113 20.5.2.1 A written request shall be submitted to the building principal at least
114 one (1) month prior to the commencement of the leave unless an
115 emergency situation develops, in which case the member may be
116 excused from duties immediately by the superintendent, pending
117 action by the Board.
118
119 20.5.2.2 The member of the bargaining unit shall be reinstated not later than the
120 beginning of the next grading period following written notification of the
121 member's availability for work. Written notification shall be at least one
122 (1) month prior to reinstatement.
123
124 20.5.2.3 The reinstatement shall be to the member's former position if the
125 member returns in the same school year in which the leave is taken or on
126 the first day of the following member work year. The reinstatement shall
127 be to the same or substantially similar position if the return of the
128 member is in the following school year. No increment will be allowed for
129 the school year in which the leave is taken unless the member has
130 completed at least 96 days of the teaching year.
131
132 20.6 Good Cause Leave
133
134 20.6.1 The superintendent shall have the authority to grant short leaves of absence
135 without pay to any member of the professional staff upon request for any
136 reason which he believes is in the best interest of the School District.
137
138 20.7 Domestic Violence/Sexual Assault/Stalking Leave
139
140 20.7.1 The district will grant unpaid leaves for domestic violence/sexual assault/stalking, as
141 set forth in Oregon Senate Bill 946 (2007) and District Policy GCBDC/GDBDC.

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20.8 The District shall grant a two (2) year unpaid leave of absence to any member elected to one of the two major executive positions in the OEA or one of the five major executive positions in the NEA. Extensions of up to two (2) additional years for a member continuing to serve in this capacity may be approved by the District upon request by the Council. The Council shall provide the District with a list of those positions. Request for such leave shall be made at the time a member accepts nomination of one of those positions. No less than six (6) months prior to the conclusion of the member's term of office, he/she shall notify the District in writing of his/her intention to return to the bargaining unit at the conclusion of his/her term of office.

1 **ARTICLE 21**

2
3 **GENERAL PROVISIONS**

4
5 21.1 Negotiations Procedure

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

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

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

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

22
23 21.2 Strikes and Lockouts

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

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

31
32 21.3 Separability

33
34 If any provision of the Agreement is held to be invalid by operation of law or by any tribunal of
35 competent jurisdiction or by the inability of the employer or the employees to perform to the
36 terms of the Agreement, the remainder of the Agreement shall remain in effect. Either party
37 may request that such provision be reopened for negotiation to arrive at a mutually
38 satisfactory replacement.

39
40 21.4 Compliance Between Individual Contract and Master Agreement

41
42 Any individual contract between the Board and an individual teacher heretofore or hereafter
43 shall be subject to and consistent with the terms and conditions of this Agreement. If an
44 individual contract contains any provision inconsistent with this Agreement, the Master
45 Agreement shall be controlling.

1 **ARTICLE 22**

2
3 **DURATION OF AGREEMENT**

4
5 22.1 All provisions of this Agreement, shall be effective July 1, 2012, and shall remain in effect
6 through June 30, 2013. This Agreement shall be binding upon the Board and all members of
7 the bargaining unit.

8
9 22.2 This Agreement shall automatically be extended subsequent to the above termination date
10 unless either party gives ten (10) days' notice terminating the Agreement or its successor is put
11 into effect.

12
13 22.3 IN WITNESS WHEREOF, the Council has caused this Agreement to be signed by its president,
14 and the Board has caused this Agreement to be signed by its chairperson and attested by its
15 clerk.

16
17
18
19 EAST COUNTY BARGAINING COUNCIL

CENTENNIAL BOARD OF EDUCATION

20
21
22 _____
23 President Date

Chairperson Date

24
25
26 CENTENNIAL EDUCATION ASSOCIATION

CENTENNIAL SCHOOL DIST. NO. 28

27
28
29 _____
30 President Date

Superintendent Date

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32
33 _____
34 Bargaining Chair Date

Director of Human Resources Date

35
36
37 _____
38 OEA Consultant Date

Appendix A-1

CENTENNIAL SCHOOL DISTRICT CEA 2012-2013 SALARY SCHEDULE

4.0% Increase over 2009-2010

RANGE STEP	BA	BA15	BA30	BA45	BA60	MSTR BA75	MA15 BA90	MA30 BA105	MA45 BA120
0	38,394	39,354	40,314	41,274	42,234	43,194	44,154	45,113	46,073
1	39,853	40,813	41,773	42,925	43,885	45,037	45,997	46,956	48,120
2	41,312	42,272	43,232	44,576	45,536	46,880	47,839	48,799	50,166
3	42,771	43,731	44,691	46,227	47,187	48,722	49,682	50,642	52,216
4	44,230	45,190	46,150	47,878	48,838	50,565	51,525	52,485	54,263
5	45,689	46,649	47,609	49,529	50,489	52,408	53,368	54,328	56,309
6	47,148	48,108	49,068	51,180	52,140	54,251	55,211	56,171	58,359
7	48,607	49,567	50,527	52,831	53,790	56,094	57,054	58,014	60,406
8	50,066	51,026	51,986	54,482	55,441	57,937	58,897	59,857	62,452
9	51,525	52,485	53,445	56,133	57,092	59,780	60,740	61,700	64,502
10	52,984	53,944	54,904	57,783	58,743	61,623	62,583	63,543	66,549
11	54,443	55,403	56,363	59,434	60,394	63,466	64,426	65,385	68,595
12	55,902	56,862	57,822	61,085	62,045	65,309	66,269	67,228	70,645
13			59,281	62,736	63,696	67,152	68,111	69,071	72,692
14					65,347	68,995	69,954	70,914	74,738
15					66,998	70,837	71,797	72,757	76,788

Appendix A-2 CENTENNIAL SCHOOL DISTRICT CEA 2012-2013 SALARY SCHEDULE

4.0% Increase over 2009-2010

190 Days 2 Furlough Days

STEP	RANGE BA	BA15	BA30	BA45	BA60	MSTR BA75	MA15 BA90	MA30 BA105	MA45 BA120
0	37,994	38,944	39,894	40,844	41,794	42,744	43,694	44,643	45,593
1	39,438	40,388	41,338	42,478	43,428	44,568	45,518	46,467	47,619
2	40,882	41,832	42,782	44,112	45,062	46,392	47,341	48,291	49,643
3	42,325	43,275	44,225	45,745	46,695	48,214	49,164	50,114	51,672
4	43,769	44,719	45,669	47,379	48,329	50,038	50,988	51,938	53,698
5	45,213	46,163	47,113	49,013	49,963	51,862	52,812	53,762	55,722
6	46,657	47,607	48,557	50,647	51,597	53,686	54,636	55,586	57,751
7	48,101	49,051	50,001	52,281	53,230	55,510	56,460	57,410	59,777
8	49,544	50,494	51,444	53,914	54,863	57,333	58,283	59,233	61,801
9	50,988	51,938	52,888	55,548	56,497	59,157	60,107	61,057	63,830
10	52,432	53,382	54,332	57,181	58,131	60,981	61,931	62,881	65,856
11	53,876	54,826	55,776	58,815	59,765	62,805	63,755	64,704	67,880
12	55,320	56,270	57,220	60,449	61,399	64,629	65,579	66,528	69,909
13			58,663	62,083	63,033	66,453	67,402	68,352	71,935
14					64,666	68,276	69,225	70,175	73,959
15					66,300	70,099	71,049	71,999	75,988

Appendix B
2012-2013 Salary Schedule Index
Each position as a percent of the base

STEP	RANGE								
	BA	BA15	BA30	BA45	BA60	MSTR BA75	MA15 BA90	MA30 BA105	MA45 BA120
0	100.0%	102.5%	105.0%	107.5%	110.0%	112.5%	115.0%	117.5%	120.00%
1	103.8%	106.3%	108.8%	111.8%	114.3%	117.3%	119.8%	122.3%	125.33%
2	107.6%	110.1%	112.6%	116.1%	118.6%	122.1%	124.6%	127.1%	130.66%
3	111.4%	113.9%	116.4%	120.4%	122.9%	126.9%	129.4%	131.9%	136.00%
4	115.2%	117.7%	120.2%	124.7%	127.2%	131.7%	134.2%	136.7%	141.33%
5	119.0%	121.5%	124.0%	129.0%	131.5%	136.5%	139.0%	141.5%	146.66%
6	122.8%	125.3%	127.8%	133.3%	135.8%	141.3%	143.8%	146.3%	152.00%
7	126.6%	129.1%	131.6%	137.6%	140.1%	146.1%	148.6%	151.1%	157.33%
8	130.4%	132.9%	135.4%	141.9%	144.4%	150.9%	153.4%	155.9%	162.66%
9	134.2%	136.7%	139.2%	146.2%	148.7%	155.7%	158.2%	160.7%	168.00%
10	138.0%	140.5%	143.0%	150.5%	153.0%	160.5%	163.0%	165.5%	173.33%
11	141.8%	144.3%	146.8%	154.8%	157.3%	165.3%	167.8%	170.3%	178.66%
12	145.6%	148.1%	150.6%	159.1%	161.6%	170.1%	172.6%	175.1%	184.00%
13	0.0%	0.0%	154.4%	163.4%	165.9%	174.9%	177.4%	179.9%	189.33%
14	0.0%	0.0%	0.0%	0.0%	170.2%	179.7%	182.2%	184.7%	194.66%
15	0.0%	0.0%	0.0%	0.0%	174.5%	184.5%	187.0%	189.5%	200.00%

1 **Appendix C**
2 **Extra Duty Schedule**
3
4

5 C.1 Curriculum Related Positions
6

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

	<u>2012-2013</u>
11 ▪ Computer Resource Teacher	\$922
12 ▪ TAG Resource Teacher	\$935
13 ▪ MS Testing Coordinator	\$935
15 ▪ Computer Resource Teachers shall also receive and accumulate one (1) day of 16 release time for every forty (40) workdays. These release days may be used in half- 17 day increments.	
19 ▪ TAG Resource Teachers shall also receive and accumulate two (2) days, or four (4) 20 half-days per year of release time with administrative approval. Days to be used for 21 TAG testing, writing individual learning plans, and staff development opportunities.	

22
23 C.1.2 The **hourly** stipend for the following curriculum related positions shall be
24 as indicated below:

	<u>2012-13</u>
26 ▪ Curriculum Work/Bldg Inservice	\$34
27 ▪ Traffic Safety	\$34
28 ▪ Textbook Adoption	\$34
29 ▪ Committee Chairperson	\$36

30
31 C.2 **Teacher Specialist**
32

33 C.2.1 The Teacher Specialist position is an extra duty assignment that Association members
34 may be appointed to during a school year, as the need is identified. The District
35 recognizes this licensed position to be for the purpose of assisting teachers and
36 administrators in the developing, achieving and maintaining the best possible services
37 for students. The Teacher Specialists include, but are not limited to, those listed below:
38

- 39 ▪ School to Work Experience Coordinator
- 40 ▪ College Counseling Coordinator
- 41 ▪ Student Services
- 42 ▪ Middle School Athletic Coordinator
- 43 ▪ Alternative Education

- 44 ▪ TAG Coordinator
- 45 ▪ High School Curriculum Resource
- 46 ▪ Drug and alcohol
- 47 ▪ Assessment
- 48 ▪ Student Management
- 49 ▪ Music
- 50 ▪ Computer
- 51 ▪ Teen Parenting
- 52 ▪ Community Work Experience Coordinator
- 53 ▪ SAT Coordinator
- 54 ▪ Advanced Placement Coordinator

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

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

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

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

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

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

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C.3 Department Head Stipend

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

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

	<u>2012-13</u>
▪ 1 to 12 Sections	\$1420
▪ 13 to 24 Sections	\$1759
▪ 25 to 36 Sections	\$2113
▪ 37 to 48 Sections	\$2408
▪ 49 to 60 Sections	\$2705
▪ 61 to 72 Sections	\$2933
▪ 73 to 84 Sections	\$3233
▪ 85 to 96 Sections	\$3489
▪ 97 to 108 Sections	\$3506
▪ 109 to 120 Sections	\$4097

C.4 Elementary Addendums

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

	<u>2012-13</u>
▪ Bldg Resource Teacher	\$932
▪ Safety Patrol	\$476
▪ Outdoor Education	\$630

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

	<u>2012-13</u>
▪ Building Inservice	\$27

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

	<u>2012-13</u>
▪ Elementary Music	\$311

- 197
- 198 D. Assistant Football Coach
- 199 Assistant Basketball Coach
- 200 Assistant Wrestling Coach
- 201 Assistant Track Coach
- 202 Assistant Baseball Coach
- 203 Assistant Softball Coach
- 204 Head Ski Coach
- 205 Head Tennis Coach
- 206 Head Vocal Music
- 207 Head Forensics Coach
- 208 Assistant Soccer Coach
- 209 Assistant Volleyball Coach
- 210 Assistant Instrumental Music
- 211 JV Rally Advisor
- 212 Freshman Rally Advisor

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

**This stipend is paid for each semester.

213

214 Extended Season—For athletic or activity team(s) who qualify for State play-offs sponsored by

215 OSAA, head and varsity coach(s) will be paid 5% of their personal extra-duty pay for that

216 assignment per week beginning with Monday of the first week of any state play-off season. The

217 pay will increase to 7.5% of their personal extra-duty pay for that assignment for any

218 subsequent week of the state play-off season.

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APPENDIX D

JOB SHARING POLICY & AGREEMENT FORM

Code: GCEC

Adopted: 8/28/91

JOB SHARING POLICY

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

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

END OF POLICY

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

1

2 **JOB SHARING AGREEMENT FORM**

3

4 Job sharing is considered an appropriate personnel practice in certain limited situations
5 providing it ensures quality educational experiences to all involved students, continues
6 effective instructional services, and maintains the same level of curriculum offerings as
7 provided prior to the establishment of a job sharing assignment at no increased cost.
8 Job share assignments are defined as certified positions that were previously held by
9 full-time employees and may be assumed by two staff members instructing the same
10 students. In reference to Board policy GCEC, implementation of a job sharing
11 assignment requires completion of the following agreement:
12

13 A. GENERAL ASSIGNMENT

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

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

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

B. TEACHER TEAM RESPONSIBILITIES

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

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

C. BUILDING RESPONSIBILITIES

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

TEACHER _____ DATE _____

TEACHER _____ DATE _____

PRINCIPAL _____ DATE _____

139
140
141
142
143

DIRECTOR
OF PERSONNEL _____ DATE _____

SUPERINTENDENT _____ DATE _____

1
2 **APPENDIX E**

3
4 **Between**

5
6 **Centennial Education Association/East County Bargaining Council**

7
8 **And The**

9
10 **Centennial School District**

11
12
13 In order to provide more opportunities for parents to conference with teachers during
14 times that parents are normally more available, the parties agree as follows:

- 15
16 1. This Memorandum of Understanding shall not alter the practice regarding the
17 frequency and/or annual total number of parent/teacher conference days/hours
18 at any level/building in the District.
19
- 20 2. Work Year: Adjustments in parent/teacher conference schedules shall not
21 increase the 191 workday (192 work day as of July 2009-10) calendar for any
22 bargaining unit member and shall not reduce the number of days/hours set
23 aside (Article 11) for: Planning/Late Start Days, Inservice Days, and Grading
24 and Conference Day Preparation.
25
- 26 3. Workday: The contractual maximum workday for bargaining unit members is
27 eight (8) hours (7 ½ hours on the day prior to a holiday or break) including a 30
28 minute duty free lunch. Adjustments in parent/teacher conference schedules
29 may alter this contractual work day during weeks when conferences are held
30 within the following parameters:
31
- 32 a. The conference period shall not extend more than three consecutive
33 workdays totaling no more than an average of eight (8) work hours per
34 day. Individual work days during this period may be four (4) hours, eight
35 (8) hours or twelve (12) hours in length.
36 • Four (4) hour days shall begin no later than 8:00am.
37 • Eight (8) hour days shall begin no later 12:00pm
38 • Twelve (12) hour days shall begin no later than 8:00am
39 • The work hours during each day shall be consecutive.
40
- 41 b. Breaks of, at least, 15 minutes shall be provided during every four (4)
42 hour block and a 30 minute uninterrupted meal break shall be provided
43 during each eight (8) or twelve (12) hour day.
44

- 45 c. During this conference period, student contact time, conference prep
46 time, etc. may be combined with conference time on any individual
47 workday.
48
- 49 d. The contractual half (1/2) hour early release shall apply to any day during
50 the conference period that falls on the day before a holiday or break.
51
- 52 4. Student Contact: Adjustments in parent/teacher conference schedules shall not
53 increase the annual total student contact time for any unit member.
54
- 55 5. Preparation Time: Adjustments in parent/teacher conference schedules shall not
56 reduce the weekly allotted preparation time for any unit member in excess of the
57 normal conference schedule reduction.
58
- 59 6. Each building may adopt its own conference schedule as long as it complies
60 with the provisions of this MOU. The conference schedule for each building shall
61 be adopted by mutual agreement between the building administration and a
62 majority of the building bargaining unit members.
63
- 64 7. Individual bargaining unit members who cannot attend conference sessions
65 beyond the normal workday may hold their conferences during the normal
66 workday hours and shall notify their building principal of their schedule.
67
- 68 8. Middle School Accommodation for CIM Conferences: Due to special needs
69 related to CIMs, the Middle School holds its final annual conferences near the
70 end of the school year – usually in June. To accommodate these needs, the
71 Middle School will be allowed to schedule these CIM Parent/Teacher
72 Conferences as follows:
73
- 74 a. Middle School students shall not be in attendance on two (2) days set
75 aside for CIM conferences.
76
- 77 b. On the first of these two (2) consecutive days, conferences and the
78 employee workday will be scheduled from 12:00pm to 8:00pm.
79
- 80 c. On the second of these two days, conferences and the employee
81 workday will be scheduled from 8:00am to 4:00pm.
82
- 83 • Each employee, however, shall be given the option to work and
84 conference from 8:00am to 12:00pm only.
85
 - 86 • In exchange, the employee shall schedule four (4) hours of
87 conferences at alternate times during the same week by extending
88 their regular work day.
89
- 90 9. This Memorandum of Agreement shall expire on June 30, 2011.

91 **For the Association**

92

93

94

95 _____
Paula Nelson, CEA President Date

96

97

98

99 _____
Evelyn Bellotti-Busch Date
100 CEA Bargaining Chair

101

102

103

104 _____
ECBC President Date

105

106

107

108 _____
Judy Casper Date

109

110

For the District

Shar Girard, Board Chairperson Date

Bob McKean Date
Superintendent

Dave Halstead Date

1 **APPENDIX F**

2
3 **2012 – 2013 MEMORANDUM OF UNDERSTANDING**

4
5 **Between**

6
7 **Centennial Education Association/East County Bargaining Council**

8
9 **And**

10
11 **Centennial School District**

12
13
14 The parties agree to the following language for the 2012 – 2013 year. At the end of the 2012 – 2013
15 year, status quo for bargaining shall be contract language.

16
17 **Length of Contract**

18
19 July 1, 2012 to June 30, 2013 . One (1) year.

20
21 **Calendar**

22
23 The school work year will be 190 work days which represents 2 furlough days reduction. Furlough days
24 will be student contact days mutually agreed upon by the Centennial School District and the Centennial
25 Education Association.

26
27 **Insurance**

28
29 0% increase in insurance.

30
31 **Salary Schedule**

32
33 0% increase in COLA on salary schedule (1% carryover from previous MOU to be applied to Appendix A)

34
35 **Preparation Time**

36
37 The District is guaranteed 180 minutes a week for staff meetings, late start staff development, and
38 other District directed meetings. Coaching sessions that are requested by members or directed as a
39 part of a Plan of Assistance will not count towards this 180 minute total. Weeks with less than 5
40 working days will be prorated.

41
42 It is not the intent that this language be applied to IEP's, other IEP related meetings, or the School
43 Intervention Problem Solving Team meetings.

44
45 This Memorandum of Agreement shall expire on June 30, 2013.

48 **For the Association**

49

50

51

52

53 Paula Nelson, Date
54 Centennial Education Assoc., President

55

56

57

58 Reed Scott-Schwalbach, Date
59 CEA Bargaining Chair

60

61

62

63 ECBC President Date

64

65

66

67

68 Susan Crumpton, Date
69 OEA Consultant

For the District

Dr. Tim Cook, Date
Board Chairperson

Samuel G. Breyer, Date
Superintendent

Rich Shultz, Date
Assistant Superintendent