

**CLACKAMAS COUNTY SCHOOL DISTRICT NO. 62**

**2017 - 2018**

**COLLECTIVE BARGAINING  
AGREEMENT**

**BETWEEN**

**OREGON CITY EDUCATION ASSOCIATION**

**AND**

**BOARD OF EDUCATION**

**OF**

**OREGON CITY PUBLIC SCHOOLS**

**2017-18 COLLECTIVE BARGAINING AGREEMENT**  
**BETWEEN**  
**OREGON CITY SCHOOL DISTRICT NO. 62**  
**AND**  
**OREGON CITY EDUCATION ASSOCIATION**

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**MEMORANDUMS OF UNDERSTANDING**

## **PREAMBLE**

The parties to this Agreement believe that a quality public education is a fundamental right of every child in our community.

We further believe there is a correlation between the education of our students and the empowerment of the staff entrusted with the responsibility for their learning. Therefore, we enter into this agreement committed to maintaining and strengthening our collaborative partnership based on mutual respect and trust that is deeper than the leadership and which will continue beyond the tenure of those currently in leadership positions in our respective organizations.

This agreement is entered into between the Oregon City School District No. 62 (hereinafter referred to as the "District") and the Oregon City Education Association (hereinafter referred to as the "Association"), affiliated with the Oregon Education Association (OEA) and the National Education Association (NEA).

## ARTICLE 1 – RECOGNITION

- A. This District recognizes the Association as the sole and exclusive representative of the following bargaining unit with respect to "collective bargaining" as defined in ORS 243.650 (4):
- Included: All full- or part-time licensed contract, probationary, and temporary contract educators including counselors, all other licensed specialists, and school nurses, employed by the District, hereinafter referred to as "educators".
- Excluded: All administrative, supervisory, confidential, and substitute employees.
- B. There shall be two (2) signed copies of the final Agreement for the purpose of records. One (1) shall be retained by the District and one (1) by the Association.
- C. The Association agrees to inform new educators that the Association is the exclusive collective bargaining representative of all employees in the unit described above.
- D. The District shall provide a copy of this Agreement for each educator and thirty (30) additional copies for the Association at no cost to the Association. The copies shall be delivered within thirty (30) days after the Agreement is ratified by the parties unless mutually extended.

## ARTICLE 2 - NON-DISCRIMINATION

- A. The Association and District affirm their adherence to the principles of free choice and agree that they shall not discriminate against any educator covered by this Agreement because of age, race, religion, creed, gender, gender identification, gender expression, national origin (ancestry), disability, marital status, sexual orientation, military status, in any of its activities or operations, place of residence, membership, or non-membership in the Association.
- B. There will be no reprisals against any individual or group of individuals because of their attempts to enforce this Agreement.
- C. Any alleged violations of this article shall not be subject to the arbitration provisions of this Agreement.

## ARTICLE 3 - ASSOCIATION RIGHTS

### A. Public Information

1. The District shall furnish the Association with all public information within a reasonable time. Such requests will be in writing if so required by the District.
2. The Association shall reimburse the District's actual costs incurred in the development and the delivery of public information.

### B. School Facilities and Equipment

1. The Association shall have the right to use school facilities and office equipment, including computers and email. Use of equipment and facilities will not interfere with scheduled school and community activities.
2. Requests for building use will be made to the building administrator or designee twenty-four (24) hours in advance or as otherwise mutually agreed.
3. The Association shall pay the actual costs for all materials and supplies used and any repairs required as a result of its use by the Association.
4. The Association shall be allowed to use interschool distribution facilities as long as such communications are labeled as Association materials.
5. The Association shall be allowed to use faculty boxes for the distribution of its communications.
6. Except for materials related directly to collective bargaining, a copy shall be given to the building principal at the time of distribution.

### C. Telephone

The local Association shall be permitted to install, at its own expense, a private telephone in the building where the office of the Association president is located.

### D. Release Time

Whenever any District educator is required by the District to participate during working hours in a grievance proceeding or negotiations, there shall be no loss of pay or leave. Grievances may be processed during the working day as long as they do not conflict with student contact responsibilities.

### E. Association Leave

1. The District agrees to release the Association president for time equivalent of one-half teaching time on a schedule mutually agreeable to the District and Association. The cost of the substitute or temporary educator, plus all fixed charges, will be paid by the Association, subject to no higher than the salary at the BA, step four. The Association president will be considered a full-time educator, with all benefits due.

2. Thirty (30) days of leave each year shall be provided which may be used by District educators for Association, or OEA/NEA business with no loss of pay. The cost of the substitutes, plus fixed charges, will be paid by the Association or OEA/NEA. These days will be cumulative for the duration of the contract. These leaves may be extended or adjusted by mutual agreement.

In the event that educators on leave for Association business are engaged in activities for which public funds may not be expended, the full cost of salary and benefits must be borne by the Association.

3. Notification of such leave shall be in writing to the office of the Superintendent with a copy to the appropriate building principal at least forty-eight (48) hours in advance of the intended absence. The notification shall carry the signature of the Association president.
4. Association leaves for hearings or for litigation against the Oregon City School District shall not be charged against Association leave time. The cost of substitutes, including any fixed charges, shall be paid by the Association.

#### F. Faculty Meetings

1. An Association representative shall have the right to make announcements at all faculty meetings upon prior notification to the building principal.
2. The Association shall be allowed to place items for discussion on the agenda.
3. Except in emergency situations, educators will be given reasonable advance notice of building faculty meetings.

#### G. Bulletin Boards

The District shall provide for bulletin board space in every building for the exclusive use of the Association. The bulletin board shall be placed in a location easily available to all educators. The size of the bulletin board shall be mutually agreed.

#### H. School Board

1. The Superintendent shall place on the agenda any item brought to the District by the Association five (5) working days prior to the Board meeting.
2. The District shall provide the Association with an advance agenda, approved Board minutes, and a copy of the Board packet, exclusive of confidential information, within twenty-four (24) hours of distribution.

#### I. In-service

1. Fall in-service shall include sufficient time for "contract education" presented jointly by the District and the Association.
2. All in-service programs for educators shall be developed with the benefit of recommendations from a committee of educators appointed by the Association. Final decisions regarding in-service programs will be made by the District.
3. The association shall be given up to one-hour to meet with new educators at the new hire in-service program scheduled by the District at the beginning of each school year.

#### J. Maintenance of Standards



Unless provided for in this Agreement, nothing in the Agreement shall be interpreted and/or implied so as to eliminate or significantly increase or reduce any existing working conditions, working hours, or economic benefits.

K. District Leadership Meetings

OCEA President or designee will receive OCSD Leadership agenda(s) and will be permitted to attend District Leadership meetings.

## ARTICLE 4 - EDUCATOR RIGHTS

### A. Student Grades

1. Educators shall have the right to determine grades or make evaluations of students.
2. If after reasonable effort has been made to reach the educator and the educator is unavailable, a grade may be changed by an administrator and the educator will be notified in writing.
3. Except as provided in A.2 above, grades shall not be altered without review with the educator of the procedure used. If a grade is changed by an administrator, over the educator's objections, the educator's objections may be noted in writing and will be retained in the student's academic file. The educator may appeal the decision to the central administration for final disposition.

### B. Criticism of Educators

Negative criticism of an educator by any supervisor, administrator, or board member shall be made in confidence--not in the presence of students, parents, or other District employees.

If Association representation is present, then criticism may be made in the presence of such representation.

### C. Just Cause

1. No educator shall be suspended without pay, reduced in basic salary, reprimanded, warned, or otherwise disciplined in writing without just cause.
2. All information forming the basis for disciplinary action will be made available to the educator upon request. Any violation of this provision may be used as a basis for a grievance.
3. This paragraph C.1 does not apply to:
  - a. The dismissal of contracted, probationary, or temporary educators , or
  - b. The non-renewal of probationary and temporary educator contracts, or
  - c. Formal evaluations, or
  - d. Assignments to or retention in extra duty assignments or extended contract time.
4. Suspension shall be with pay, pending the District's initiation of action to dismiss, discharge, or reinstate.

D. Representation in Disciplinary Action Not Involving Continuation of Employment

1. If an educator is involved in a discussion with an administrator which may involve disciplinary action, the administration shall first advise the educator of the right of representation. In addition, the educator may call a halt to the discussion in order to obtain representation.
2. This provision does not apply to the evaluation conference. However, an educator will be granted, upon request, a meeting with the evaluator after an evaluation conference to discuss the results of the evaluation conference. At such subsequent meeting the educator shall have the right to be accompanied by a representative of the educator's choice.

E. Procedures Concerning Continuation of Employment

1. If an educator is to be suspended, a letter from the Superintendent or designee announcing the suspension will be given the educator by the building administrator and/or Director of Human Resources. The letter will state reasons for the suspension, right to representation, and indicate what further meetings will be held. Administrator(s) presenting the letter will not initiate any further discussion about the charges nor interrogate the educator or invite or request resignation, but may respond to questions by the educator. The suspension of permanent or probationary educators will be with pay for up to five (5) days.
2. When an educator is required to appear for any meeting or interview which may lead to a suspension or other separation from employment from the District, the educator shall be given prior written notice of the reasons for such a meeting or interview and a written notice of the right of representation, which may be Association representation. If the educator rejects Association representation, a release shall be signed by the educator and placed in the personnel file. The meeting or interview shall be conducted in confidence at a mutually agreeable time and place.
  - a. Within the maximum five (5) working days of the suspension, the District may conduct investigatory meeting(s) with the educator, who may have representation and will be asked to sign a written refusal if Association representation is rejected.
  - b. By the end of the five (5) days, the administration must determine whether it will recommend dismissal to the Board. If dismissal is to be recommended, the Superintendent shall provide the educator with an opportunity for a pre-dismissal hearing prior to making the recommendation to the Board.
3. All hearings shall be accompanied by due process. Due process shall be defined to be prior notice of charges, the right to representation, the opportunity to respond to the charges, the right to present evidence, and the right to call and cross examine witnesses. Hearings at the Board level, but not the Superintendent's level, shall include the right to confront evidence.

F. Membership Rights

Educators may wear pins and other symbols of membership in the Association or its affiliates.

G. Academic Freedom

The Association and the District shall acknowledge the fundamental need to protect educators from any censorship or restraint which might interfere with their obligation to perform their prescribed teaching functions.

H. Personal Life

The personal life of an educator is not an appropriate concern of the District except where it can be documented that it interferes with the educational process.

I. Substitutes

Educators shall follow District substitute procedures. A list of substitutes shall be available in each building. In the event of an absence, the educator shall have the right to request a particular substitute by giving that name to the appropriate administrator.

J. Personnel Files

1. No written evaluation, reprimand, warning, complaint, or other disciplinary material will be placed in an educator's personnel file unless the educator has had the opportunity to review such material. The material shall be signed by the educator before it is placed in the educator's personnel file. The educator's signature on the copy to be filed does not necessarily indicate agreement with the contents thereof. The educator will also have the right to submit a written response to such materials which shall be attached to all file copies.
2. Each educator's personnel file shall be open for inspection by the educator but shall be open only to such other persons as are officially designated by the District, educator, or the legally designated representative of the educator's estate.
3. The employee shall pay for the actual cost of any copying requested.
4. Any material, except for educator evaluations and other material required by law to be retained, may be removed by the Superintendent from an educator's file after three (3) years upon request of the educator.

K. Safety Conditions

Safety suggestions submitted to the District Safety Committee will be addressed at the Safety Committee meeting and the Safety Committee's recommendation made a part of the minutes. A copy of the safety suggestion, along with the Safety Committee's recommended action, if any, and the administration's decision will be sent to the educator initiating the suggestion.

An educator shall complete a supervisor's incident report whenever the employee is injured on the job. This includes student behavioral issues where a student engages in physical contact with an educator that does not result in an immediate filing of a worker's compensation form (801).

L. Non-Teaching Duties

The assignment of educators to non-teaching duties shall be done equitably from among all members of the building staff. All decisions on the utilization of instructional assistants within a building shall be made after consultation with the teaching staff.

M. Technology/Workload Changes

When the District is considering a new technology or workload requirement that impacts all staff, then the District will notify the Association of the possible change. The Association will be invited to appoint representatives to be involved in the decision-making process, including any procedures and timelines for implementation and needed training.

## ARTICLE 5 - STUDENT DISCIPLINE

### A. General

1. The building principal and educators will develop a classroom discipline procedure which will be given to each educator at the beginning of each school year.
2. The primary responsibility for pupils' conduct within and related to the classroom rests with the educator. Educators likewise are expected to share in the responsibility for the control and discipline of students in, around, and/or otherwise related to the total school, its functions and its activities.

### B. Procedure

1. When in the judgment of the educator a student's behavior in the classroom is disrupting the instructional program in a manner requiring immediate action, the educator is authorized to contact the principal's office and follow building procedures to remove the student or students from class.
2. Communication and/or a conference shall occur between the principal or designated administrator and the educator before the student is authorized to return to class.
3. If, after admitting the student to class, the educator objects to such a re-admission, the decision may be appealed as soon as possible to the Superintendent or designee. A conference will be arranged with the educator, principal/designee, and Superintendent/designee. The decision of the Superintendent/designee will be final.

## ARTICLE 6 - MANAGEMENT RIGHTS

- A. It is recognized that the Board has and will continue to retain the rights and responsibilities to operate and manage the school system and its programs, facilities, properties, and activities of its employees.
- B. Without limiting the generality of the foregoing (paragraph A), it is expressly recognized that the Board's operational and managerial responsibility by way of illustration includes, but is not limited to, the following:
  - 1. The right to determine location of the schools and other facilities of the school system, including the right to establish new facilities and to relocate or close old facilities.
  - 2. The determination of the financial policies of the District, including the general accounting procedures, inventory of supplies and equipment procedures, and public relations.
  - 3. The determination of the management, supervisory, or administrative positions.
  - 4. The maintenance of discipline and control and use of the school system property and facilities.
  - 5. The determination of safety, health and property protection measures where legal responsibility of the District or other governmental unit is involved.
  - 6. The determination of the size of the working force, the allocation, and assignment of work to employees.
  - 7. The determination of the layout and the equipment to be used.
  - 8. The right to control school activities.
  - 9. The right to schedule classes and assign workloads.
  - 10. The right to make assignments for all programs of an extracurricular nature.
- C. The foregoing enumerations of the functions of the Board shall not be considered to exclude other functions of the District not specifically set forth, the District retaining all functions and rights to act not specifically nullified by this Agreement.

## ARTICLE 7 - COMPLAINT PROCEDURE

### A. Notification and Representation

1. An employee shall be informed of any complaint which is made to any member of the administration or to any member of the Board by a parent, student or other person, the substance of which may be used in the evaluation of an employee or may be placed in the employee's personnel file.
2. Within ten (10) working days of receipt of the complaint or at a mutually agreeable time, the building principal and the educator shall meet to discuss the complaint.
3. The educator may have a representative present at all meetings involving this procedure.

### B. Procedures and Resolutions

1. If requested by the educator, the principal or designee shall attempt to arrange a meeting between the educator and the complainant. If the complaint can be resolved at this point, no record of the complaint will be retained.
2. If the complaint remains unresolved or if no meeting between the educator and the complainant is held, the complaint shall be reduced to writing and signed by the complainant. A copy shall be provided immediately to the educator. Any unwritten or unsigned complaint shall not be considered or processed further.
3. If the written complaint remains unresolved, the principal or designee shall conduct an investigation into the matter. The written report on the investigation with recommendation(s) to dismiss and/or resolve the complaint shall be forwarded to the Superintendent. Copies shall be provided to the educator and the complainant. The Superintendent **or** designee shall hold a hearing and confer with both parties prior to making a final decision.

### C. Disposition

1. Any complaint the administrator chooses not to discuss with the educator within the provisions of section A above shall be considered void and shall not be considered by the District.
2. A complaint may be deemed without merit by the presiding administrator at any point in this procedure. In such cases, no record of the complaint will be retained.
3. If the complaint has been substantiated and a record is to be placed in the employee's personnel file, it shall include at least the following information: name of the employee against whom the complaint is made, the date and nature of the complaint, the name of the complainant(s), the administrative investigation report and the disposition of the complaint. The educator may submit a written statement of disagreement, which will be attached to the record.
4. If any disciplinary action is taken against the educator as a result of a complaint, such action is subject to the conditions of Article 4, Section C - Just Cause.



## ARTICLE 8 - GRIEVANCE PROCEDURE

### A. Purpose

The purpose of this procedure is the resolution of grievances at the lowest possible level. Meetings or discussions involving grievances should be scheduled to avoid interruption of classroom instruction. At every level the grievance proceedings will be kept as informal as possible without compromising confidentiality and the sense of equality of the parties.

### B. Definition

#### 1. Grievance

A "grievance" is a contention by an educator, a group of educators, or the Association that the educator(s) has been subjected to a misinterpretation, or inequitable treatment, or a violation of this Agreement, District policy, or administrative rules or regulations.

#### 2. Grievant

The "grievant" is any one of the following: an educator, a group of educators or the Association initiating a grievance under the terms of the Agreement.

#### 3. Representative

"Representative" is the individual or Association representative(s) who may speak for and/or advise the grievant.

#### 4. Immediate Supervisor

The "immediate supervisor" shall mean the one who has direct administrative or supervisory responsibility.

#### 5. Days

"Days" shall mean the grievant's working school days. For the grievant, "days" in the grievance procedure timelines shall begin at the time the educator and/or the Association has first knowledge of the alleged violation.

### C. Conditions

#### 1. Grievance Merit

The provisions of this article shall not be interpreted to require the Association to process any grievances through arbitration which it, in good faith, believes lack sufficient merit.

#### 2. Grievant's Right to Representation

The grievant may be represented at all stages of the grievance procedure.

3. Association's Right to be Involved

The Association representative(s) has the right to be in attendance and to state the Association's views at all levels of the grievance procedure.

4. Right to Information

The District shall provide within a reasonable time all public and non-confidential material to the grievant necessary to process the grievance.

5. Group Grievance

A group or class action grievance, or a grievance involving more than one (1) supervisor, may be initiated at Step 2 of the formal grievance procedure.

6. Written Notice for Denial of Grievance

- a. A written disposition stating reasons for denial of a grievance shall be given to all parties involved.
- b. Said written notice with reasons shall be given at all levels of this grievance procedure.

7. Written Notice of Hearing Dates

The District shall provide the Association with reasonable and timely notice of hearing dates and places to insure the grievant has proper representation.

8. Resolutions at Any Level Binding

Resolution of a grievance at any step of the procedure shall be final and binding upon the District, the Association, and the affected employee(s).

9. Hearings Procedure

At the option of the grievant, the hearing may be open, provided the hearings officer is notified at least forty-eight (48) hours in advance of the hearing. At Level 2 and beyond, the grievant shall be permitted to present evidence including the calling and cross-examining of witnesses, making a record, and filing arguments. Evidence shall not be intentionally withheld at any level. Decisions shall be based solely upon the evidence and testimony presented at the hearing.

10. Year-End Grievance/Summer Grievance

- a. In the event a grievance is not concluded by the end of the school year, or is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, the remaining time limits set forth herein shall be reduced or extended by mutual agreement.
- b. If the involved parties are not available during the summer to meet filing and/or processing deadlines, the grievance shall be extended to the following school year with applicable timelines commencing the first day the involved parties report to work.

11. Grievance file

All documents, communications, and records relating to a grievance shall be placed in a separate file. The grievant or designee shall have access to the grievance file.

12. Reprisals

There shall be no restraint, coercion, interference, discrimination, or reprisals exerted on any individual, groups of individuals or the Association involved in the grievance procedure by reasons of such participation.

13. Dismissal of permanent educators and dismissal or removal of a probationary or temporary educator shall be governed exclusively by the Fair Dismissal Law rather than this grievance procedure.

14. The number of days indicated at each level should be considered maximum. The time limits may be modified by mutual consent in writing by the District and the Association.

15. A grievance shall be considered resolved and dropped at any level where mutual agreement has been reached or at which the aggrieved fails to request initial or further consideration of the grievance at each level within the time limits specified in these procedures.

16. In the event the Superintendent hears a grievance, it will automatically be at Level 2.

17. The parties recognize that some disputes may be subject to the grievance procedure in this contract and also to the procedures in the District policy or administrative rules. The parties agree that using the contract grievance procedure waives the right to use the procedures in the District policy or administrative rules; and that using the procedures in the District policy or administrative rules waives the right to use the grievance procedure in this contract. The intent is to give grievants one but only one opportunity to be heard in the procedure of their choice.

D. Procedures

1. Informal

a. The educator or the Association will first discuss the concern with the immediate supervisor within fifteen (15) days of first knowledge of the concern. Five (5) additional days may be mutually agreed upon.

b. The supervisor will submit a written disposition to the educator or the Association within ten (10) working days following the discussion of the concern.

c. If the educator or the Association is not satisfied with the disposition of the concern, or if no decision has been rendered within ten (10) working days after being presented to the immediate supervisor, the educator or Association shall proceed to the formal level.

d. If the immediate supervisor fails to implement the resolution agreed upon at the informal level then the educator or Association may file a formal grievance with the supervisor.

2. Formal

- a. If the educator or Association wishes to pursue the concern, it shall be submitted to the immediate supervisor as a formal grievance in writing within fifteen (15) days after the decision has been rendered at the informal level.
- b. A hearing by the involved supervisor shall be held within ten (10) days or as soon thereafter as the parties are available. Within five (5) days after the hearing, the supervisor shall communicate a written decision.
- c. If the grievant is not satisfied with the immediate supervisor's decision and wishes to pursue the matter further, an appeal shall be presented in writing to the Superintendent within fifteen (15) workdays after receipt of the immediate supervisor's response at Level 1.

#### Level 2: Superintendent

- a. Within fifteen (15) workdays after receipt of the appeal from Level 1, the Superintendent or designee shall make arrangements for a hearing with the grieving party.
- b. Within fifteen (15) workdays of the hearing, the Superintendent or designee shall submit a written decision on the grievance to the grievant and the Association.
- c. In the event the grievance is not resolved at Level 2 and the grievant or the Association wishes to pursue the matter further, a written appeal shall be submitted to the District School Board within fifteen (15) workdays of the receipt of the Level 2 decision.

#### Level 3: School Board

- a. Within twenty-two (22) days of receipt of the appeal at Level 2, including all correspondence and the written disposition of the case from each previous step, the School Board will hold a hearing as long as it is consistent with Article 8, C.9 - Hearings Procedure. Board appeal and District defense shall be based upon evidence presented at the previous Level as recorded in the written record of the hearing at that Level.
- b. Within fifteen (15) days of the hearing the School Board shall communicate the decision in writing to the grievant.
- c. School Board decisions on District policy or administrative rules or regulations shall be final and binding.
- d. If the grievance is not resolved at Level 3 and involves the misinterpretation, inequitable treatment, or a violation of this Agreement, and the Association wishes to pursue the matter further, the grievance shall be submitted to final and binding arbitration within twenty-two (22) days after receipt of the School Board's disposition at Level 3.

#### Level 4: Arbitration

- a. Upon timely receipt by the District of the Association's written notice of intent to take a grievance to arbitration, the parties shall have ten (10) workdays within which to attempt to select a mutually acceptable party to act as arbitrator.
- b. If the parties fail to agree, they shall jointly request the Employment Relations Board to submit a list of five (5) disinterested persons who are qualified and willing to serve as an arbitrator. Following the toss of a coin, the District and the Council shall alternately strike names from the list: the remaining name

shall be that of the arbitrator, who shall set a time and place for a hearing which is agreeable to both parties.

- c. The arbitrator shall have the authority to consider only a claim which is based upon a specific provision of this Agreement.
- d. The arbitrator's decision shall be in writing and shall set forth the findings of fact, reasoning, and conclusion of the issues submitted. The arbitrator shall be without power or authority to alter, amend, or modify the terms of this Agreement or to make any decision which requires the commission of an act prohibited by law which is violative of the terms of this Agreement.
- e. Any decision of the arbitrator within the scope of this Agreement shall be final and binding on the District, the Council and the employee(s) involved.
- f. Expenses of arbitration shall be borne equally by both parties except each party shall be responsible for its own expenses.

## ARTICLE 9 WORK YEAR

### A. Contract Year

The standard contract year for educators each school year shall be one hundred ninety-one (191) days.

B. The state-wide in-service day in October shall be a non-contract day.

### C. Contract Days

The contract period shall include:

1. Up to one hundred seventy-seven (177) scheduled student-contact days.
2. The following six (6) paid legal holidays:
  - Labor Day
  - Veteran's Day
  - Thanksgiving Day
  - Martin Luther King's Birthday
  - President's Day
  - Memorial Day
3. Work days: up to seven and one-half (7 ½ ) workdays grades 9 through 12, seven (7) workdays grades 6 through 8, six (6) workdays grades K through 5.
  - a. One and one-half (1½) days prior to the arrival of students in the fall.
  - b. One (1) workday after winter break.
  - c. One-half (½ ) workdays after the last student-contact day grades K through 12.
  - d. Up to four and one-half (4.5) workdays at the end of grading periods as follows:
    - (1) Grades K to 5: one (1) day at the end of each grading period.
    - (2) Middle School: One (1) day at the end of each grading period and one-half (1/2) day at the end of each of the progress report periods.
    - (3) High School: One (1) day at the end of each grading period and one-half (1/2) day at the end of each of the progress report periods. A final exam schedule may provide additional time for grading.
    - (4) A Memorandum of Understanding shall detail any modifications caused by a change in schedule or grading periods.
  - e. All workdays shall be free from required meetings.
4. In-service/Educational Reform Days:
  - a. Two and one half (2 ½) days prior to the arrival of students in the fall for in-service.
  - b. Up to four (4) full days each year to be spread throughout the school year calendar, as part of the thirty (30) hours of Educational Reform Time allowed by law for high quality professional development.
    - (1) This time may be scheduled in full days or increments

( i.e.: late starts or early releases).

- (2) This time is directed by the administrator and may also be used for some Professional Learning Community (PLC) activities, such as development of common assessments, interventions and work sample development/scoring.

#### 5. Additional Planning Time

- a. The annual school district calendar shall contain twenty-one (21) hours of additional planning time for elementary educators.
- b. These twenty-one (21) hours shall be preparation time for educators. This time shall be in addition to daily prep time provided in Article 10.B. but shall be subject to the rules of use in that section.

#### D. School Calendar

The Association shall be given the opportunity to review and comment on the school calendar thirty (30) calendar days prior to its submission to the School Board for adoption. The Association will be given the opportunity to comment on any unforeseen changes that occur after adoption.

#### E. Inclement Weather/Emergency Closures

In inclement weather or other emergencies which require that schools be closed, educators will not be expected to appear in the buildings and this will not be charged against other paid leaves nor will pay be docked. However, the school calendar may be adjusted to make up the days lost without additional compensation of educators if such make-up is necessary to meet state standards.

F. Conference Schedule

The District calendar shall reflect the following days for conferences:

1. Elementary: Up to three (3) days in the fall and three (3) days in the spring for parent conferences.
2. Middle School: Up to three (3) days in the fall and three (3) days in the spring for parent conferences.
3. High School: Up to one (1) day in each trimester.
4. Buildings may have flexibility on how to schedule conferences during these three days (i.e., work late one day, start late the next). However, any individual educator may maintain a schedule within the regular work hours if needed and in consultation with the principal.



## ARTICLE 10 - WORKDAY

### A. Work Hours

1. The regular teaching day for a full-time educator shall be eight (8) hours per day, including a minimum thirty (30) continuous minutes duty-free lunch during the regular lunch period to be used as the employee wishes.
2. All building or District-wide meetings called by the administration shall be held within the workday whenever possible. Educators are free to leave meetings at the end of the normal workday without being subject to discipline or negative criticism.
3. Flex Work Hours: Educator(s) and/or immediate supervisor or designee may agree to deviate from the normal workday by prior mutual agreement.
4. Compensatory Time: Educators who have accrued agreed-upon compensatory time may utilize such time through prior approval with their immediate supervisor.
5. All staff are required to attend two (2) after school events.

Required events are outside of the contract day and do not include parent/educator conferences.

- a. Two (2) Elementary school events (eg: open house/back-to-school night and Elementary music program).
  - b. Two (2) middle school events (eg: open house/back-to-school night and eight grade celebration).
  - c. Two (2) high school events (eg: Curriculum night and prom).
6. On days when there are required events (including parent/educator conferences) after the school day, educators may leave as soon as the last bus has departed at the elementary level, or after the last scheduled class period at the secondary level.
  7. Educators may be encouraged to participate in and/or attend after-hours school events, but no educator shall be subject to discipline or negative criticism for choosing not to participate and/or attend such events. Compensatory time shall be provided to any individual who is required to participate in activities/training beyond the normal contract day. This compensatory time may will be taken as flex time or paid at the per diem rate as mutually agreed upon.

### B. Preparation Time

1. High school educators shall have uninterrupted preparation time during the student day equal to one period out of the class rotation.
2. Middle school educators shall have daily uninterrupted preparation time equal to one regular classroom period during the student day.

3. Every elementary classroom educator and specialist shall have a minimum of forty-five (45) minutes of uninterrupted preparation time daily, free of required meetings. A reasonable effort will be made to minimize interruptions of educators during this preparation time. The District will discourage any required meetings (other than those described in B.6 below) from starting prior to 2:45 p.m. Additional prep time shall be provided through early release of students as provided in Article 9.C.5
4. A reasonable effort will be made to provide two, 25 minute periods per week of additional unassigned time during the student contact day for elementary general education classroom educators.
5. Educators teaching less than full-time shall have a prorated amount of preparation time, based on the educator's percentage of full-time work.
6. For educators assigned to more than one (1) work site, preparation time shall not be used to travel between buildings.
7. With the approval of staff, a maximum of eighteen (18) administration-called meetings per year, from September to May, may be held which would waive the provisions concerning prep time above. There will be no more than three (3) meetings per month.

C. Subject Area Preparation

1. High school and middle school educators shall not be required to teach more than three (3) subject areas nor more than three (3) teaching preparations per assignment. Middle school homeroom shall be considered a preparation for purposes of this section.
2. Special exceptions to section 1 above may be made when, after conferring with the Association president, the District finds no alternative(s) that meet District standards and/or program needs.

D. Substitute Teaching

1. Educators required to give up a designated preparation period will be paid at their hourly rate to substitute for an educator who is absent.
2. All classroom elementary educators or specialists assigned to cover another elementary classroom for an absent educator shall receive the substitute educator daily rate of pay for that day. If a classroom is split proportionately amongst the assigned educators, then the substitute pay shall be split proportionately amongst the assigned educators. Such coverage shall only occur after all reasonable efforts made by the District to assign other licensed staff (e.g. building and district administrators) have been exhausted.

E. Special Education Specialists' Workload Compensation

Special Education Specialists include: Elementary and Secondary Resource Educators (ERC), Elementary and Secondary Developmental Disabilities Educators (SLC), and Educators of ALPS and AISP. Speech/Language Pathologists are governed by #5.

1. Elementary special education educators shall be provided a minimum of 45 minutes daily during student contact time, during which testing can be completed.

2. Elementary special education resource educators will be released from student instruction on early release days for additional preparation time, IEP development and preparation, report writing, parent meetings, and consultation with building staff regarding student instruction. Elementary Special Education educators will continue to participate in PLC activities within their buildings. Each resource room educator will help develop a building plan with the building administrator and other involved staff to handle any emergencies that may occur during this release time.
3. The District will provide up to four (4) days of substitute release time to elementary self-contained special education classroom educators for IEP preparation, and/or compensatory time for after-contract-hour meetings. Part-time educators will receive a prorated amount of substitute-covered release time.
4. Secondary special education educators shall maintain prep periods as scheduled in the master schedule. The District will provide up to two (2) days of substitute release time taken in half or full day increments so that middle and high school special education educators may complete IEP progress reports for annual IEP review, and/or compensatory time for after-contract-hour meetings. Part-time educators will receive a prorated amount of substitute-covered release time. Secondary special education case managers shall maintain the case management and prep periods as scheduled in the master schedule without release days.
5. Given the significantly higher number of after-school-hours IEP and evaluation meetings Speech/Language Pathologists will receive an extra duty stipend equal to category H of the extra duty scale of the collective bargaining agreement. Initial placement on the extra duty scale will be at Step 1 and will adjust according to subsequent years of experience. The stipend will be prorated for part-time employees.
6. Other staff when required to attend after-contract-hour IEP or evaluation meetings shall be granted compensatory time that is accrued beyond 30 minutes at times when a substitute is not required or may use flex time during the current week.
7. Assessment responsibilities in schools will be shared equitably between all staff qualified to test (counselors, Academic Intervention Specialists (AIS), speech-language pathologists, resource educators and others) and in whose job descriptions testing and/or measurement responsibilities are stated.

## ARTICLE 11 - CLASS SIZE

- A. The Association shall be provided with a projected class size report by September 30.
- B. The Association shall be provided with the final District class size report by class at the same time as reports are made to the State Department of Education. The Association may comment on class size as it deems such comments to be appropriate and necessary. The District agrees to review any and all such comments.
- C. Class Size Appeals Procedure
  - 1. Any educator who believes he/she has an excessive classload/workload may appeal the situation to the Administration Office. Within ten (10) working days, a conference will be held among the educator, his/her representative, the District administrator facilitating the conference, and the Association president or designee.
  - 2. At the conference, the group will review the situation and explore alternatives, including but not limited to transferring students, adding instructional assistant time, adding and/or splitting the class, or other suggestions mutually agreeable to the educator and the District.

## ARTICLE 12 - EVALUATION

### A. Definitions

1. Probationary educator: Any educator who is not a contract educator.
2. Contract educator: Any educator who has been regularly employed for a period of not less than three successive years, and who has been re-elected by the District after the completion of such three-year period for the next succeeding school year.
3. Temporary educator: Any educator who is employed to fill a position designated as temporary or experimental or to fill a vacancy which occurs after the opening of school because of unanticipated enrollment or because of the death, disability, retirement, resignation or dismissal of a contract or probationary educator, or for a educator on approved leave of absence.

### B. Purpose

1. The primary purpose of the evaluation is to allow the educator and the District to determine the educator's development and growth in the teaching profession, to evaluate the performance of the teaching responsibilities, and to improve instruction through coaching, consulting, collaborating, and calibrating.
2. Evaluation shall be related to job description and performance standards, and shall be based on multiple measures

### C. Observation Cycles include:

1. Mini-observation
  - a. Mini-observations for each educator shall be held on or before the dates established in the timeline. Mini-observations are unannounced and will usually last between 10 and 20 minutes. The administrator should observe at various times of the day/period throughout the year. Observation dates and times can also be suggested and agreed upon if there is a certain component the administrator wants to observe or the educator wants the administrator to observe.
  - b. Mini-observations will be followed by face-to-face discussion, written notes, e-mail, or a structured post-observation conference as soon as possible. Post observation conferences will be conducted for two of the mini-observations for educators on the Initial or Supported Supervision Cycle. Feedback provided to educators should identify strengths observed and review areas for refinements that may be needed. As part of this feedback, the administrator may recommend colleague support or activities as resources to assist the educator.

2. Formal Observation Cycle Shall Include the Following (optional)

- a. A pre-observation conference is to be held between the educator and the evaluator(s) to discuss the lesson(s) to be observed and the general procedures to be followed. A completed Pre-Conference Observation Form is to be used to guide the discussion of the upcoming observation. The educator may adjust the lesson to meet the needs of the class, provided the educator justifies the changes. The conference shall be held at least one (1) day in advance of the observation unless the educator and administrator agree to have the pre-observation conference on the day of the observation. If more than three (3) working days lapse between the pre-observation conference and the observation, there will be an opportunity to review/revise the pre-observation conference objectives and activities. Other changes in the timeline between the pre-conference and observation may be decided by mutual agreement of the educator and administrator.
- b. The classroom observation shall be held with the evaluator(s) present at the opening of the class and remaining to its conclusion, or for the length of time agreed upon by the educator and administrator during the preconference. The administrator may, however, exceed the length of that observation. An additional administrative observer from outside of the building may be present with mutual consent.
- c. A post-observation conference with the educator is to be held individually, and in private, unless there is mutual consent to have an additional administrative observer; the educator will have the option of having the record of this particular observation placed in the file. The written data will be shared with the educator within five (5) working days of the observation unless mutually extended.
- d. The educator's signature on the observation form indicates that the observation has been read; it does not necessarily reflect agreement with the written observation. The educator shall have five (5) working days to review the written report before signing. The educator will receive one copy; a second copy is to be forwarded to the District personnel file, and the third copy will be retained in the evaluator's file.
- e. At least one formal observation shall be conducted on or before the dates established by the District evaluation procedure except as provided in section D of this article.
- f. The educator may attach written comments to the evaluation by presenting a copy of those comments to the evaluator, and thereafter may forward any written evaluation, with written comments to the superintendent.

- g. If during an observation the evaluator determines that serious deficiencies in the educator's performance exist, the evaluator shall provide the educator with written notice of such deficiencies, with specific suggestions for improvement.

D. Timeline

1. An evaluation must be based on the required number of mini-observations for each cycle as stated in the Professional Growth and Evaluation Handbook. The Educator's Summative Evaluation must be completed at the end of the educator's evaluation cycle.
2. Contract Educators may choose Formal Observation in addition to Mini-Observations if requested by the educator and/or administrator. The approved timeline of this program shall be followed as outlined in the Professional Growth and Evaluation Handbook. Timelines may be extended by mutual agreement of the educator and evaluator or for good cause by either party.

E. Program of Assistance for Improvement

1. If teaching performance is considered to be unsatisfactory, the educator shall be placed on a Program of Assistance for Improvement (PAI). The Program of Assistance for Improvement shall include at least two (2) formal observations.
2. The District will notify the Association when a educator is being considered for placement on a Program of Assistance for Improvement.
3. The educator will have the right to representation during meetings concerning the development of a Program of Assistance for Improvement and during all subsequent phases of the Plan. The educator and representative, if any, will have an opportunity for input prior to finalization of the Plan, and may attach a rebuttal statement indicating disagreement with any aspect of the Plan.
4. Normally, no more than three (3) categorical deficiencies shall be listed in any one (1) Program of Assistance for Improvement.
5. Timeline will vary in length depending upon the type and kind of deficiency diagnosed. However, no Program of Assistance for Improvement will extend more than twelve (12) months. Every Program of Assistance for Improvement shall involve a review conference at least every three (3) months.
6. Each statement of deficiency and all descriptions for remediating the deficiency shall be directly related to District performance standards and/or job description.
7. Examples of appropriate optional resources:
  - a. Videotaping lessons.

- b. Release time for participants.
  - c. Funding substitutes when necessary.
  - d. Professional counseling services.
  - e. Peer assistance.f. Workshops, conferences, course work.
8. If, at the completion of a Program of Assistance, it is determined that an educator's performance is so unsatisfactory, the educator shall be notified in writing that dismissal, non-extension, or non-renewal will result. That notification shall include notification of right to representation.

F. Professional Growth and Evaluation Handbook

- 1. All educators will have access to an electronic copy or may ask to receive a copy of the Professional Growth and Evaluation Handbook from the Department of Human Resources.
- 2. A joint committee of educators appointed by the Association and administrators appointed by the Superintendent shall be charged with developing alternative methods of educator evaluations and reviewing current evaluation plans. If approved by the Association and the School Board, such alternatives will become part of the Professional Growth and Evaluation Handbook. In addition, this committee shall serve as the Consultation Committee as provided by Oregon Law.



## ARTICLE 13 - VACANCIES, TRANSFERS, AND NOTICE OF ASSIGNMENTS

### A. Educator-Initiated Transfers

Educator-initiated transfers are those in which an educator requests a transfer from one building to another or to fill a vacated position. Individual staff members may initiate a request for a transfer in writing to the District and may, if desired, consult with the administration on the requested change. If the educator is qualified for the position sought, the individual shall be entitled to an interview for that position. Any educator denied an educator-initiated transfer will be personally notified and will be given the reason(s) for denial.

### B. District-Initiated Transfers

1. District-initiated transfers are those in which an educator is transferred from one building to another or to fill a vacated position on the initiation of the District. When a District-initiated transfer is proposed, the affected staff member(s) and the Association President will be notified. The staff member(s) involved has the right to discuss the change and the written reasons therefore with the administrators involved no later than twenty-four (24) hours prior to general notification of the staff. The educator shall have the right to object in writing to such transfer to the Superintendent.
2. An educator will not be involuntarily transferred more than twice during any three (3) year period, unless a reduction in force occurs.
3. District-initiated transfers shall not be used as a means of discipline. An educator involved in a sexual harassment case in which the remedy is a transfer to another work site may be transferred and shall be considered not to have been disciplined by reason of the transfer.

### C. Reassignments

1. Reassignments are intra-building changes of one grade level to another, one subject area to another or one room to another.
2. In making reassignments, the District shall consider the same criteria used in determining transfers and filling vacancies. Individuals scheduled for reassignment have the right to discuss the change and to request written reasons therefore with the building administrator no later than twenty-four (24) hours prior to general notification of the staff. The educator shall have the right to object in writing to such reassignments to the Superintendent.

### D. Compensatory Time

#### 1. Elementary:

Elementary educators who receive notice of transfer or reassignment to a different building, grade level, or classroom shall receive one (1) additional paid day if such notice is received prior to the beginning of school in the fall or two (2) additional paid days if notice is received after the start of the school year.

2. Middle School:

Middle school educators who receive notice of transfer to another building or classroom and the move requires boxes shall receive one (1) additional paid day.

3. High School:

High school educators who receive notice of transfer to another building or classroom and the move requires boxes shall receive one (1) additional paid day.

4. Specialists:

Specialists who receive notice that a majority of their teaching assignment has necessitated a building change shall receive one (1) additional paid day.

5. Educators transferred or reassigned to both a different building and grade level shall receive an additional day beyond the paid day listed in the above sections of paragraph D. Any transferred educator may petition the Director of Human Resources for up to one (1) more additional day in special or unusual circumstances.

6. Upon approval of the principal or supervisor, a transferred educator may choose to take comp time instead of the paid days.

E. Criteria

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

1. Instructional requirements.
2. Staff availability and experience.
3. Individual's qualifications.
4. Service to District—seniority.
5. Principal's acceptance and/or recommendation.
6. Previous District-initiated transfer(s).

F. Posting

1. When a vacancy occurs in the District teaching staff, the position will be described and announced to the employees. During the school year the announcement shall be posted on each Association bulletin board. A copy will also be provided to the Association president. During the summer, postings will be at the central administration building.
2. Educators wishing to be notified of specific District vacancies during the summer months will report their interest in writing to the Superintendent by the close of school and shall be informed of any vacancies as they occur. Vacancies shall be posted for a period of at least (10) days prior to the filling of positions, except that the District may waive or lessen this period in extenuating circumstances. The Association president shall have opportunity for input prior to such shortening or waiver.

G. Notice of Assignment

1. All educators scheduled to return for the next school year shall receive written notice of their next year's assignment--including building, room, grade level and/or subject matter--no later than the last student contact day of the year, of each year. Such notices are tentative and subject to change.
2. If an assignment is changed after the last student contact day of the year, the educator shall be notified as soon as practicable with the written reason(s) for the change.

## ARTICLE 14 - REDUCTION IN FORCE

### A. Reduction in Staff

1. This article applies only if the Board determines that a reduction in force is necessary.
2. When the District determines that a reduction in force is necessary, the District shall immediately notify in writing the educator(s) involved and the Association and consult with the Association president as soon as possible before the contemplated layoff. The notice shall include the specific position(s) to be affected, the proposed time schedule and the reasons for the proposed action, assuming this information is available when the notice is given or as soon as possible thereafter.
3. This article shall apply to all releases, layoffs or terminations for non-personal reasons, such as an actual or prospective reduction in staff, inability to provide funds, administrative adjustment or reorganization, elimination of courses or programs, or other reasons non-personal to any bargaining unit member.
4. Educators who are laid off under this article shall hereinafter be referred to as "laid-off educators."
5. The District shall determine that a reduction in force is necessary. However, all such actions taken shall be in accordance with Oregon Law and this article.
6. If the District determines a reduction in force is necessary, it shall provide the Association with a current seniority list. Seniority shall be defined as the length of continuous service dating from the first day of actual service as an educator from the most recent date of hire into the District, inclusive of all leaves of absences. Ties for position on the seniority list shall be broken by drawing lots in the presence of District and Association designees.
7. The following criteria shall be applied in determining which educators will be retained:
  - a. The educator shall be properly licensed to teach the curriculum area or grade level(s) of the program being retained at the time of the notice of layoff.
  - b. Seniority shall be applied in reverse order of hire—the last one hired shall be laid off first.
  - c. At the option of the District, merit and competence as defined in Oregon Law may also be considered.
8. Specialists whose positions are discontinued and who are appropriately licensed shall be considered as classroom educators for the purposes of seniority.
9. The District shall make every reasonable effort to transfer educators of courses scheduled for discontinuance to other teaching positions for which they are licensed, pursuant to Oregon Law.
10. If the District desires to retain an educator with less seniority than an educator being released under this section, the educator being retained shall have more

competence or merit than the educator with more seniority who is being released. The burden of proof shall rest with the District to show that the educator being retained shall have more competence or merit than any educator with more seniority who is being released. The District shall consider the performance of teaching responsibilities and skills as indicated in the educator's personnel file.

11. Educators who are on leave of absence shall be subject to the same criteria as all other educators and, for the purposes of reduction in force, shall be deemed to hold active teaching status.
12. The District shall provide laid-off educators as follows:
  - a. Fringe benefits as established in this Agreement for a maximum of sixty (60) days following the layoff date.
  - b. The District shall have no obligation to provide these fringe benefits to a laid-off educator who secures employment as an educator in another district. If an educator secures employment outside the field of education and receives fringe benefits from the new employer, fringe benefits paid by the District shall not be required to duplicate those paid by the other employer.
  - c. Educators may continue group rate insurance coverage at their own expense following the termination of the District-provided benefits for the duration of the recall period.

#### B. Recall

If, within twenty-seven (27) months of layoff, a vacancy occurs within the District for which the laid-off educator is licensed, the recall procedure outlined below will be followed:

1. Recall will be implemented in reverse order of layoff, providing the educator in line to be recalled is licensed for the vacant position (i.e., the last person laid off will be the first recalled, provided the educator is licensed to teach the vacant position).
2. At the time of layoff, the educator may indicate in writing the desire to return to the District and may provide the District with an address to which notices shall be sent. In the event of recall the District will notify the educator to be recalled by certified mail, return receipt requested. Educators will have sixteen (16) calendar days from the receipt of such notice to notify the District in writing of acceptance or rejection to return. Return to the District shall be within sixty (60) calendar days of the date of such notice or on the date of recall indicated by the District, whichever is later.
3. When recalled, the educator will retain the same employment status as when laid off, and will retain accumulated sick leave, seniority rights, and years of experience for salary schedule placement.
4. All laid-off employees shall be offered recall to positions for which they are licensed prior to the District's hiring of any new educator.

5. Recall rights shall not be lost if recall is declined for a position that is less hours than the position held previous to layoff. Any employee laid-off from a full-time position may accept recall to a less than full-time position without losing recall rights to a full-time position.

C. Dispute Resolution

Any dispute over the interpretation or application of any provisions of this article shall be subject to the complete grievance procedure of this contract. Appeals from multiple reductions may be considered in a single arbitration.

## ARTICLE 15 - PAID LEAVES

### A. Personal Leave

Personal leave is a negotiated benefit, not a leave of right. It is to be used only when needed. Not everyone is expected to use all allotted days each year. Use on Mondays or Fridays is discouraged.

1. Up to three (3) days per year of non-accumulative personal leave shall be granted for medical, legal, other business or financial matters, religious, family illness, family matters, or emergency reasons necessitating the educator's absence during school hours.
2. Notification of use for personal leave shall be made at least 48 hours before taking such leave (except in cases of emergency).
3. One of the days will be granted upon written notification, affirming that the leave is (a) required, and (b) solely for purposes stated within the provisions of this article.
4. For the remaining days, notification by completion of the appropriate form for such leave shall designate the nature of the leave. No further explanations or reasons for the leave need be provided.
5. Personal leave shall not be used for recreation or leisure matters or for activities related to a second business or occupation, nor shall it be used to extend a vacation or holiday.
6. When a substitute is not available, the employee may be asked to postpone use of personal leave to another day, if such postponement is possible.

### B. Bereavement Leave

1. Up to five (5) days shall be allowed for each death in the immediate family. Additional days may be granted by the Superintendent or his designee.
2. Immediate family shall include:
  - a. Spouse
  - b. Children, grandchildren, or grandparents of educator or spouse
  - c. Parents or siblings of educator or spouse
  - d. Step-relatives of educator or spouse
  - e. Other persons who have lived in the educator's household as family members
  - f. Persons with whom the educator has lived as a family member
3. One (1) day of bereavement leave may be used for the death of a close friend or colleague.
4. In accordance with the Oregon Family Leave Act (OFLA), bereavement leave can last up to two weeks per family member as defined by statute. Educators

shall, at their discretion, be able to use accrued sick leave and/or personal leave for such additional leave. OFLA bereavement leave must be completed within 60 days of the educator receiving notice of the death.

C. Legal Leave

1. Leave shall be granted to a educator for appearance in any legal proceeding connected with the educator's employment or with the school system or when summoned for jury duty.
2. Fees paid to educators for jury service shall be forwarded to the District. Any expense money paid by the court shall be retained by the educator.
3. The District reserves the right to request jury duty exemption for an employee where it causes undue hardship on the educational program.
4. Appearance before a court, legislative committee, or other judicial body as a legal witness in response to a subpoena shall be granted as legal leave. Appearance relating to personal issues or litigation shall be charged to personal leave. Fees paid for such service shall be retained by the District. Any expense money paid to the educator shall be retained by the educator.
5. If the educator is a party or a witness against the District in an arbitration or Unfair Labor Practice hearing that requires time away from the assigned duties, legal leave shall not be granted unless the educator is subpoenaed by the District. However, Association leave and/or personal leave may be used.

D. Temporary Military Leave

Time necessary for educators called into temporary active duty of any unit of the United States Reserves shall be granted for a period not exceeding fifteen (15) calendar days in any one calendar year provided such obligations cannot be fulfilled on days when school is not in session. In such cases a educator, who has been employed by the District for at least six (6) months prior to the commencement of the temporary leave, shall receive regular pay in addition to any pay which is received from the Armed Services or National Guard.

E. Sabbatical Leave/Professional Development

1. Members of the bargaining unit shall be eligible for sabbatical leave:
  - a. After five (5) uninterrupted years of professional service to the District, educators are eligible for a full-year sabbatical; with less than five (5) years, educators are eligible for less than a full-year sabbatical.
  - b. Leaves for the purpose of study may normally be from one (1) month up to one (1) full school year.
  - c. Sabbatical leaves shall be granted for the purpose of studying in an approved institution of higher learning, for independent study, for projects or programs of value to both the District and educator.
  - d. All sabbaticals must have administration and Board approval.



2. The following provisions will apply to all instances of sabbatical leave:
- a. No more than two (2) educators may be on a full-time sabbatical from the District in any one academic year.
  - b. By April 1 of the year the leave is to begin, applications for full-year sabbatical leave must be submitted to a committee, at least a majority of which shall be appointed by the Association president. All applications will be reviewed and forwarded to the Superintendent with recommendations by the committee. All applications will be answered by the first of May. If the request is denied, the reply shall contain the reasons for denial. The application procedures shall be established by the committee.

All applications for full-year leaves shall be reviewed with recommendations by the appropriate building administrator / supervisor.

- c. Applications for leaves of less than one (1) full year must be submitted no less than one month prior to the time the leave is to begin. All applications for short-term leaves shall be reviewed with recommendations by the appropriate building administrator / supervisor.
- d. An educator on a sabbatical leave for the purpose of study in an approved institution of higher learning must be enrolled for not less than twelve (12) quarter hours per term.
- e. The request should include a clear indication of the time the leave is to start, the advantage that the leave will be to both the educator as a professional and to the educational program of the District, and an outline of the activities that are proposed. Upon completion of the sabbatical leave, the educator will be returned to the same or comparable position.
- f. The educator granted a sabbatical leave will be paid three-fourths (75%) of the base salary which would otherwise be paid. If less than a full year sabbatical procedure is implemented, the percentage can be increased or decreased by mutual agreement.
- g. Loan

The amount of sabbatical salary shall be considered an interest-free loan. After the educator returns to the District for the school year immediately following the sabbatical leave, the loan will be canceled. In the event a educator does not return to the District at the conclusion of the sabbatical leave, the loan shall become due and payable in twelve (12) equal monthly installments. Individuals on a short-term leave, less than one (1) year, may by mutual agreement between the educator and the Business Office pay back the loan in less than twelve months. If the District fails to re-employ the educator on leave the loan repayment will be canceled.

3. Salary Placement

The educator upon return shall be placed on the salary schedule as though regularly assigned the previous year and with similar continuity of service and seniority benefits for the duration of the recall period.

4. Fringe Benefits

For full-time sabbaticals, the District shall allow the educator to purchase any fringe benefits available to active educators as fully as though the educator were on active duty with approval of the insurance carrier. Purchase of fringe benefits shall be paid monthly, in advance, by the 15<sup>th</sup>. For less than full-time sabbaticals, the District shall pay the cost of regular fringe benefits.

5. An official transcript indicating satisfactory completion of courses for which the leave was granted shall be given to the District within a reasonable time following termination of leave.
6. Tuition reimbursement shall apply for educators on sabbatical leave, subject to the same limitations as stated in this article except that the number of hours shall not be limited.

## ARTICLE 16 - SICK LEAVE

Educators shall receive sick leave as follows:

- A. "Sick Leave" means absence from duty because of an educator's illness or injury. Accumulated sick leave may be used annually for absences due to illnesses of the educator's immediate family. "Immediate Family" shall be interpreted to mean spouse, children, parents and spouse's parents. Other persons shall be considered immediate family provided they are living in the house of the educator.
  - 1. Sick leave may be used for family illnesses qualifying under state and/or federal Family Medical Leave Acts. Up to twelve (12) weeks of sick leave may be used in accordance with Article 17. B.1. for newborn childcare or adoption.
  - 2. The Superintendent may approve the use of additional days of accumulated sick leave in special circumstances for absences qualifying under state and/or federal Family Leave Acts.
- B. In accordance with Oregon Law, the District shall allow ten (10) days sick leave at full pay for each school year or one (1) day per month employed, whichever is greater. Completion of one-half or more of the workdays in a calendar month shall constitute a "month employed". Sick leave shall be credited to educators on the first (1<sup>st</sup>) duty day.
- C. Sick leave not taken shall accumulate for an unlimited number of days. The District shall permit an educator new to the District to bring up to seventy-five (75) days sick leave accumulated in other Oregon districts. The accumulation shall not exceed that carried by the most recent employing district. However, the transfer of sick leave from another Oregon district shall not be effective until the educator has completed thirty (30) working days in this District.
- D. For purposes of determining retirement benefits, the District shall permit an educator to transfer an unlimited number of days of unused accumulated sick leave from another Oregon district employer.
- E. The District may require certification of the educator's attending physician or practitioner that illness or injury prevents the educator from working before paying sick leave.
- F. Additional days of absence with pay may be granted when sick leave has been totally used, in accordance with Oregon Law not to exceed ten (10) days each school year, subject to submitting a medical report certifying that the educator is unable to return to work, the pay to be the difference between the educator's regular contract per diem salary and that of the substitute, with the educator subject to the usual deductions on the salary actually received.
- G. Sick leave, to the limit the educator has accumulated, may be used to make up the difference between the educator's regular net, take-home salary and the benefits received under the Oregon Worker's Compensation Law (Oregon Law). An educator's sick leave will be charged for only the prorated portion paid by the District.
- H. Each educator will be given a written accounting of the use and accumulation of sick leave on a monthly basis on the payroll check stub.

- I. An educator on extended contract shall be credited one-half (1/2) day of sick leave for each ten (10) of the additional days worked.

## ARTICLE 17 - PREGNANCY AND CHILD CARE LEAVE

### A. Pregnancy Leave

1. An educator shall receive time off during a period of absence which is considered by the educator's physician to be medically necessary for safe pre- and post-delivery. In addition, sick leave may be used when necessary to be in compliance with state and federal law.
2. A written request shall be submitted to the building principal at least one month prior to the beginning of the leave unless an emergency situation develops, in which case the educator may be immediately excused from duties by the District.
3. An educator may be required to begin leave at such time during the pregnancy when, in the opinion of the educator's physician, normal teaching duties cannot be practically performed. If the District is of the opinion that the leave should begin earlier (because of her inability to perform her duties), the District may consult with the educator's physician in order to resolve the matter.
4. The leave shall end when the educator's physician certifies capability of performing normal duties for that educator's position.
5. During the period of absence which the educator's physician considers medically necessary, sick leave may be payable at the option of the educator.

### B. Child Care Leave

1. Up to twelve (12) weeks of accumulated sick leave may be used for parental leave for care of a newborn child or for adoption, in accordance with Oregon Law.2. In addition to, or in substitution for the benefits in B.1 above, unpaid leave may be granted to any educator for the purpose of child care or adoption. Such request and approval shall show the time such leave is to commence and the tentative date for return. The return date shall be honored by the District; however, if circumstances are such that the educator needs additional time, an extension of the leave may be granted under the same terms and provisions as the initial leave.
3. During the term of the unpaid leave granted, the District shall allow the educator to purchase any fringe benefits available at the group rate subject to the terms and conditions of the insurance carrier(s). The educator shall pay the premium amount in advance to the Business Office by the payday of the previous month.
4. An educator returning to the District after a leave with or without pay will be credited with all benefits to which the educator was entitled at the time the leave commenced, including seniority and unused accumulated sick leave. The reinstatement shall be to the educator's former position or comparable position.

## ARTICLE 18 - UNPAID LEAVES OF ABSENCE

### A. General Unpaid Leave Provisions

1. A one year leave of absence may be granted as provided below.
2. Leaves must be authorized by the District upon recommendation of the Superintendent at least thirty (30) days prior to the beginning of the period for which leave is granted.

#### 3. Return from Leave

All benefits to which an educator was entitled at the time the leave of absence commenced, including seniority and unused accumulated sick leave, shall be restored upon return as fully as if the leave had never been taken. The reinstatement shall be to the educator's former position if the return from leave occurs before the end of the school year the leave commenced. Otherwise, the assignment will be to the former position or one substantially equivalent.

#### 4. Fringe Benefits

During the term of the unpaid leave granted, the educator may purchase any fringe benefits available subject to the pricing, terms, and conditions of the current district insurance plans, including but not limited to COBRA coverage.

#### 5. Extensions and Renewals

All extensions and renewals of leaves shall be applied for in writing by March 1. The District will notify the applicant by April 1 of acceptance or rejection of the request.

6. For individuals on child care leave, the length of total leave from all sources (sick, medical, unpaid, etc.) shall not exceed three school years.
7. Exceptions to a one year LOA (up to 3 years total) may be granted under special circumstances by the Director of Human Resource or the Superintendent.

### B. Unpaid Leave Categories

#### 1. Military Leave

Military leave shall be granted for the period of required military service.

#### 2. Participating in a Program

A leave may be granted for the purpose of participation in a program in a field related to the educator's duties, provided the program of study is approved in advance by the District, and provided the educator be required to produce satisfactory evidence of completion of the approved program. A leave for the purpose of professional study shall be considered as time-in-service to the District in determining the rate of pay of the educator.

3. Teaching in a Related Field

A leave may be granted for employment in an institution of higher learning or for teaching abroad, provided the type of employment is approved in advance by the District as being in a field related to the teaching position for which the educator is employed in the District.

4. Elected Office

A leave of one (1) or two (2) years may be granted for service as an elected officer of a professional organization, or to campaign for or to serve if elected to a public office.

5. Temporary Disability

Temporary Disability Leave may be granted when accumulated leave is expended, upon written request and approval by the Superintendent. Such request and approval shall include the time such leave is to start and the tentative date for return to duty.

6. Health Leave

A leave may be granted for the restoration of health provided that an employee requesting such leave of absence shall submit, with the application for such leave, a statement concerning the educator's health and signed by a physician duly licensed to practice medicine in the state of Oregon.

7. Religious Observance

Leaves may be granted for days of religious observance consistent with educator and District rights and obligations under applicable laws regarding discrimination in employment.

8. Special Leaves

Special leaves may be granted for situations that may arise.

9. Other Leaves

Any employee not qualifying for any of the leave categories above may apply for up to one (1) year leave of absence under this provision.

## ARTICLE 19 - TUITION REIMBURSEMENT

### A. Hours

1. The District will reimburse educators for tuition paid at the college or university of the educator's choice. The amount of reimbursement will be limited to the tuition rate in effect at Portland State University at the time of attendance or the actual tuition, whichever is less.
2. Educators may also request reimbursement for courses which carry graduate credit but which the educator is taking without credit for a lesser fee, as long as the course is part of the educator's approved program for professional growth, is approved by the Director of Human Resources, and the educator presents a certificate of attendance from the instructor or college. Exceptions to the above may be granted at the discretion of the Director of Human Resources.

### B. Approval

1. All educators shall have on file an approved program for professional growth. The educator and building administrator must develop the educator's approved program for all classes for reimbursement by the District. A copy of the educator/District approved program must be on file with the building administrator and the Human Resources Department. One copy shall be retained by the educator.
2. Normally, the District will not approve more than an equivalent of three (3) hours per term during the fall, winter and spring terms. Exceptions may be granted by the Superintendent or designee.

Normally, the number of credit hours that may be earned during the summer term(s) is limited to an equivalent of twelve (12) quarter hours. Exceptions may be granted by the Superintendent or designee.

### C. Reimbursement

1. Educators who work full-time shall receive tuition reimbursement for up to fifteen (15) quarter hours each fiscal year in which the class was completed.
2. Educators who work less than full-time shall receive tuition reimbursement as follows:

a. Less than one-half time (50%)	No reimbursement.
b. Half-time (50%) up to and including 99% time nine (9) additional hours.	Full reimbursement for the first six (6) hours, half reimbursement for
3. Educators on a per diem contract will be eligible for tuition reimbursement under the following conditions:
  - a. The educator will apply for pre-approval of a class or classes following the standard tuition reimbursement guidelines.



- b. If the educator is still employed at the completion of the class or classes, the educator will then submit paperwork for tuition reimbursement of pre-approved coursework.
4. Reimbursement will be made to the employee upon satisfactory completion of the course and verification by grade slips or transcripts and fee receipt or canceled check from the college or university of course completion.
5. Tuition reimbursement funds shall be used to pay for the cost of college credits earned from conferences or workshops. All other costs for such conferences or workshops shall be paid through Professional Development Funds.
6. Tuition reimbursement shall apply for educators on sabbatical leave, subject to the same limitations as stated in this article except that the number of hours shall not be limited.
7. An educator on unpaid leave of absence may request reimbursement within the guidelines above except that reimbursement shall not occur prior to the educator's return to duty.
8. The educator must receive a grade equivalent to a "B" or better in all graded classes. The educator must receive a "P" in the grading of all pass or fail classes.
9. The District will not pay for any class taken during spring term for educators who are not returning for the following school year. This includes educators who resign and educators on temporary contract. (If the temporary educator is subsequently rehired for the following year, reimbursement for the spring class will be made upon submission of the appropriate forms.) If prepayment was made, reimbursement shall be withheld from the June (summer) check.
10. In areas where educators need to take undergraduate classes to improve their professional knowledge of their instructional area, they may apply to the Superintendent or designated representative for permission to take the undergraduate class. In all cases, permission must be granted prior to taking the undergraduate class for reimbursement.

D. Prepayment of Tuition

1. Upon request of the educator and completion of appropriate forms, a check will be made payable to the educator for prepayment of tuition. Fourteen (14) days notice shall be required.
2. If, after receiving prepayment of tuition, the educator is unable to provide evidence of successful completion of the course as stipulated in C.4, reimbursement to the District will be in the form of a payroll deduction at the next pay period. The amount of prepayment for spring term tuition shall be withheld from the educator's June (or summer) check until proof of successful completion of the course is furnished to the District.

E. Exams

The District agrees to pay the cost of praxis exams for bargaining unit members who are taking the exam in lieu of credit hours. Prior approval from the Director of Human Resources is required.

## ARTICLE 20 - PROFESSIONAL DEVELOPMENT PROGRAM

### A. Professional Development Fund

1. Fund Objective: The objective of this fund is to provide a district-wide pool of money to enable members to attend workshops, conferences, seminars, and other programs that do not carry and/or require college credit.
2. Fund Establishment: The District shall establish a separate Professional Development Fund equal to the dollar amount listed in the cell of the MA+45 column, step 1 of each year's salary schedule.
3. Fund Administration: There shall be a committee established to oversee the expenditure of monies from this fund. The committee shall have six (6) members—three (3) appointed by the Association and three (3) appointed by the District. In addition, the District shall provide secretarial support to the committee. The committee shall establish procedures to obtain and act on expenditure requests.

### B. District-Initiated Attendance At Conferences

1. Whenever the District requires that an educator attend a conference, convention, seminar or workshop, total costs (defined as actual expenses, mileage and substitute's salary) shall be paid by the District separate from the Professional Development Fund.
2. Any funds for professional development or training derived from grants or other special funding sources shall be administered separately from the district-wide Professional Development Fund.

### C. Professional Learning Communities Activities

General Statement: The District and the Association agree that development and implementation of Professional learning Communities can be a major step toward achieving educational excellence in our district.

Considerations: The parties agree to the following joint considerations in our joint effort in this area:

1. All Professional Learning Community (PLC) work and activities will be conducted during regular work hours.
2. The school calendar and/or building schedules will provide dedicated time for PLC teams to meet.
3. Adequate resources will be provided to support the approved goals, norms or outcomes of each PLC team.
4. PLC meeting time or activities will not interfere or interrupt prep time or lunch time.
5. Employees will be assigned to a maximum of one contact or grade level PLC at a time. All PLC team assignments will be appropriate to the teaching duties or work

assignments of the employee. An employee may request to be moved from one team to another for good cause.

6. All PLLC goals may be separate from and independent of an employee's personal professional growth goal.
7. PLC goals and/or student achievement levels will not be required as part of an employee's evaluation process.
8. Professional development programs provided by the District shall support PLC work.
9. Where appropriate, the parties may negotiate a stipend or other compensation for employees who serve as PLC team leaders or who take on PLC work that must be completed outside of regular work hours.

## ARTICLE 21 - COMPENSATION

### A. Salaries and Schedules

1. For 2017-2018, the salaries for bargaining unit members shall be increased by two percent (2%) effective March 1, 2018. The 2017-2018 salary schedule is attached in Appendix A-1.

### B. Salary Placement and Advancement

1. All educators will be placed on the salary schedule appropriate to their degree(s)/credit hours earned. Any educator, regardless of FTE, employed for a minimum of 87 contract days during the school year shall be eligible for a full experience step on the salary schedule.
2. Educators new to the District shall be given credit for prior full-time teaching experience up to seven (7) years. The Superintendent and/or designee shall have the discretion to exceed this seven-year limit. Full time is defined as 135 contracted, full-time, teaching days within any school year. The following exceptions shall also apply:
  - a. Prior experience in private or parochial schools, colleges, or universities, interim periods away from teaching, and other relevant factors shall be evaluated by the Superintendent on their own merit and credit granted as deemed appropriate.
  - b. Evidence of professional growth may be required as verification that previously-earned hours of credit remain relevant.
  - c. The District shall notify the Association President when the above salary placement exceptions are made.
3. Educators qualifying for educational advancement on the salary schedule must submit verification by the tenth (10th) calendar day of the month for salary to be modified that month. Any such modification shall be retroactive to the first day of the month in which approved.

- a. For educators hired prior to the 1999-2000 school year, college hours submitted for educational advancement must have been earned subsequent to or concurrently with the education degree or certification to teach, and, except for lower division hours approved as a part of an education improvement plan, must be upper division or graduate level hours. All such hours must be reasonably related to the educator's instructional assignment or to a field of study normally included in the public school curriculum.
- b. For educators hired for the 1999-2000 school year and following years, college hours submitted for educational advancement must be upper division or graduate hours (300 or higher) and have been earned subsequently to a bachelor's degree. All such hours must be reasonably related to the educator's instructional assignment or to a field of study normally included in the public school curriculum.

C. Method of Payment/Pay Day

1. Each educator shall select one (1) of the following options for receipt of salary:
  - a. Twelve (12) equal monthly installments (September - August).
  - b. Twelve (12) equal monthly installments with the final three (3) payments made on the June payday.
  - c. Ten (10) equal monthly installments with the final check on the June payday.
2. The date of payment shall be the twenty-fifth (25<sup>th</sup>) day of each month except when that date falls on a non-working day, in which case the date of payment shall be the preceding workday.

D. Hourly Rate of Pay

Individual hourly rates of pay shall be determined by dividing the 191 day annual contract salary by 1,528 hours.

E. Mileage

1. Mileage payments for use of a private vehicle on authorized District business will be at the IRS rate per mile.
2. The District shall provide auto liability insurance to a maximum of \$300,000. Educators using their own auto for school business shall be required to carry auto liability insurance coverage of a minimum of \$100,000 which shall be the primary insurance.
3. The District will not reimburse for travel for conferences or workshops within a twenty-five (25) mile radius of Oregon City.

F. PERS Employee Contribution

The District will allow each eligible employee through payroll deduction to make his/her employee contribution to PERS with pre-tax dollars subject to state and federal law and tax codes.

G. Career Stipend

Educators that do not receive an increment (educational or experience) step and are at the maximum pay schedule for columns 4, 5, and 6 shall receive an annual career stipend amount in a separate payment in the December payroll. Stipend amounts shall be as follows:

Column 4 (MA, BA/60) - \$721.00  
Column 5 (MA/24, BA/84) - \$874.00  
Column 6 (MA/45, BA/105) - \$927.00

H. Direct Deposit

The District shall offer the option of direct deposit to the financial institution of the employee's choice, subject to the capabilities of the payroll system.

I. Medical Billing By Specialists

Appropriately licensed staff who provide school-based medical services to students are eligible for the following benefits:

1. The district will reimburse the specialist for the cost of licensure or certification requirements beyond those required for legal employment with the district, and necessary to submit third-party billing.
2. Staff who bill will be assigned an extra duty stipend according to Appendix B. Initial placement on the extra duty schedule in the 2013 – 14 school year. The third-party billing fund shall supplement, not supplant, the district's allocation of any resources to any department or area.

J. Professional Practice Stipends:

The District shall pay an annual stipend of \$3,000.00 to any bargaining unit member who has met any of the following criteria:

1. Earned a Ph.D degree; or
2. Earned National Board Certification for Professional Teaching Standards; or
3. Earned an advanced license from a recognized professional organization that is equivalent to national board certification (District and Association must both agree to this equivalency requirement).

## ARTICLE 22 - EXTRA DUTY/ACTIVITY PAY

### A. Schedule

Refer to Appendixes A and B.

### B. Compensation

1. Compensation for all contract extra duty shall be determined by the extra duty salary schedule in Appendix A and B. All numbers reflect a percentage of the current base salary.
2. All activity pay positions shall be categorized and paid in accordance with Appendix C.

### C. Payment

1. Payment shall be based on time and duration of responsibility. Payment for similar responsibilities and experience shall be consistent throughout the District.
2. Each contract duty person shall have the right to choose to be paid in one of the following ways:
  - a. Twelve (12) equal monthly payments if the responsibilities are year-long, or
  - b. In one (1) lump sum following the end of the extra duty responsibility, or
  - c. In equal monthly payments beginning with the extra duty responsibilities through the end of their elected educator contract schedule of payments, or
  - d. Three equal payments during the season as follows:
    - Fall - September through November
    - Winter - December through February
    - Spring - March through May

### D. Criteria for Placement

1. Credit for previous in-district experience for extended responsibilities in each area will be granted year-for-year so that 0-2 years places the individual in Step A, 3-5 years places the individual in Step B, 6-8 years in Step C, and 9 or more years in Step D on the extra duty schedule.
2. Credit for previous out-of-district experience for extended responsibilities will be given on a year-for-year basis for all positions in categories A and B on the extra duty salary schedule.
3. Persons previously serving in the District in the same extra duty capacity will be placed in the appropriate column for years of experience.
4. The District will inform all Association members of any vacant extra duty positions using the same procedure as for regular teaching positions.
5. The District may use non-bargaining unit personnel to fill these positions, but only if there are no qualified bargaining unit members willing to accept the assignment.

E. Extended Season

1. Coaches listed in Appendix B who are involved in Oregon School Activities Association (OSAA) or other recognized state competition beyond the regularly scheduled district-level competition shall receive the following extended compensation:

Coaches will be paid an additional stipend for OSAA-sponsored state competition at the rate of 10 percent (10%) of the coach's extra duty pay per week when the entire team participates and 7 percent (7%) when individuals of the team participate.

2. Coaches in consultation with the athletic director will determine the number of assistant coaches and advisors to be compensated for their involvement, subject to approval of the Superintendent.

F. Curriculum Development Work

Hourly rate for approved curriculum development work shall be determined by multiplying the base salary by .0009 (educators placed on step 0-2 on the salary schedule), .0010 (educators placed on step 3-5 on the salary schedule), or .0011 (educators placed on step 6+ on the salary schedule), rounded to the nearest ten cents.

G. Occupational Versatility

Occupational Versatility educators, with prior approval from central administration, shall be compensated at the curriculum rate of pay for repair of equipment.

H. Elementary Music Educators

1. Pay for elementary music educators who have approval to take student(s) to perform at the OMEA District II Solo and Ensemble Festival and for educators participating in the District Vocal and Instrumental Festivals will be the approved curriculum rate.
2. Elementary music educators who serve one building will not be reimbursed for the two expected programs per school year held outside of the regular school hours.
3. Elementary music educators who serve more than one building and are expected to prepare two programs per school year in each building will be paid for the second school's two programs at the approved curriculum rate.
4. Elementary music educators participating in the spring choral and band festivals will be compensated at the approved curriculum rate for a maximum of three (3) hours for the choral and three (3) hours for the band festival.
5. Half-time elementary music educators will not be compensated for the first program, but shall be paid their individual hourly rate for the second music program per school.

I. Activity Pay



1. Educators who perform non-teaching activity assignments shall be paid in accordance with Appendix C.
2. Activity assignments are non-teaching assignments requested by the administration that occur outside the normal workday. Such assignments include, but are not limited to, chaperone duties (dance, bus, fun night, etc.) and athletic event duties (timers, scorers, ticket sellers, crowd supervisors, starters, judges, public address, etc.) and eight (8) week middle school activities.
3. Participation in these assignments shall be strictly voluntary.
4. The District may use non-bargaining unit personnel to perform these assignments.

J. Outdoor School

Educators participating in outdoor school shall be compensated through the extra duty schedule.

## ARTICLE 23 - INSURANCE

### A. Insurance Program

The District will provide bargaining unit members with the following insurance program:

1. Full family hospital/medical
2. Full family dental with orthodontia
3. Full family vision
4. Employee long-term disability
5. Life insurance coverage of at least \$50,000 per educator

### B. District Contribution

1. For 2017-2018, the insurance cap per FTE shall be \$1,343.34.
2. Contributions for less than full-time educators will be prorated, based upon FTE.

### C. Insurance Pool

1. Insurance money shall be pooled. The Association shall control the pool and shall select provider benefit plans to be offered each benefit year to bargaining unit members.
2. Separate pools shall be calculated for full-time educators, part-time educators and educators who participate in the HSA. Each pool's excess money after calculating premiums per quarter shall remain in the originating pool (i.e. full-time, part-time, HSA).
3. The insurance pools shall be calculated quarterly, with copies to the Association. Adjustments in any needed deductions shall be made to account for changes in the pools.
4. Bargaining unit members who qualify and choose to participate in a high deductible health plan who have no other health coverage (except as permitted by the Internal Revenue Code), are not enrolled in Medicare and are not a dependent of another, may divert unused insurance cap monies as described in Paragraph B and C:2 above into a HSA. Contributions by the District cannot exceed the calendar year family contribution limits imposed under the Internal Revenue Code in effect at the time of deduction.

Bargaining unit members may also choose to divert salary into their HSA on a pre-tax basis through a salary reduction agreement. Salary diversion is also subject to calendar year contribution limits by the Internal Revenue Code in effect at the time of the deduction. Employees are responsible for making sure they do not exceed the annual IRS limits on the amount of contributions and are also responsible for taxes and penalties due on excess contribution to their HSA.

Any surplus insurance cap monies that a participating bargaining unit member cannot contribute towards an established HSA account shall be pooled and offered to other members who are participating in the HSA compliant High Deductible Health Plan.

- D. Educators shall participate in the District insurance program, except where duplicate coverage is provided through the spouse. The employee may waive coverage, subject to the terms and conditions of the insurance carrier.

- E. Less-than-full-time educators may choose to apply their prorata benefits to any of the individual plans, subject to the terms and conditions of the insurance carrier.
- F. For educators new to the District, the insurance program shall go into effect October 1. For educators hired after the start of the school year, insurance benefits shall become effective the first of the month following the date of hire.
- G. Insurance benefits shall be provided for twelve (12) consecutive months. For employees who terminate employment during the school year, benefits shall continue until the end of the month in which termination occurred. For employees who complete the full school year and who terminate employment at the end of the school year, benefits shall continue through September 30, unless coverage is obtained from another employer prior to that date.
- H. The District and the Association agree to continue the Joint Insurance Committee composed of four (4) educators appointed by the Association and three (3) individuals appointed by the District. Any changes in benefit levels and/or carriers must first be approved by this committee and shall be by mutual, written agreement of the parties.

## ARTICLE 24 - PAYROLL DEDUCTIONS AND FAIR SHARE

### A. Types of Deduction

Subject to normal accounting procedures, educators may authorize the school clerk to modify the payment of their contracted salary to include deductions for (1) tax sheltered annuities, as authorized by the Internal Revenue Service; (2) insurance premiums; (3) membership dues in OCEA and its affiliates; (4) On Point Community Credit Union and Clackamas Federal Credit Union; (5) United Way; (6) political contributions; and (7) payment-in-lieu-of-dues.

### B. Authorization

1. Membership and payroll deductions for Association dues are continuous from year-to-year unless revoked in writing by the employee.
2. If a change in the educator's deductions is desired, the authorization of the change should be submitted to the District not later than the "cut-off-date" of any month to be effective for the following month.

### C. Association Dues

1. Total Association dues shall be deducted equally from the first two paychecks. Dues for OEA/NEA shall be deducted in eight (8) consecutive, equal payments commencing with the third paycheck.
2. If an educator commences employment after the start of the school year, total prorated Association dues shall be deducted from the first paycheck and prorated OEA/NEA dues shall begin the following month.

### D. Fair Share

1. The educator will be given an opportunity by the Association to join the Association and its affiliates. If the educator elects not to join the Association, the District shall deduct "payment-in-lieu-of-dues" from the monthly salary payment of non-members.
2. The dollar amount paid in-lieu-of-dues to defray the costs of services by the Association and its affiliate organizations in negotiations and contract administration shall be the total periodic dues required of Association members.
3. As provided by ORS 243.666 (1) rights of non-association employees based on bona fide religious tenets or teachings of a church or religious body of which such employee is a member shall be safeguarded. Such employee shall pay an amount equivalent to the payment-in-lieu-of-dues to a non-religious charity or to another charitable organization mutually agreed upon by the employee affected and the representative of the Association and shall provide written proof that this has been done.

4. The Association agrees to hold the District harmless from any claims of an objecting non-member that the Association has made an illegal expenditure of fair share fees, or that the extent of the payroll deduction is unlawful. This hold harmless agreement is void unless the District: (1) gives the Association prompt notice of any claim; (2) tenders the defense of the claim to the Association; and (3) cooperates with the Association and its designated counsel in defending the claim.

E. List

The District will supply the Association with a list of all educators after the September payroll has been completed.

F. Errors

When major errors in payroll and/or deductions are first discovered, the employee and the Association shall be notified immediately. If an action(s) is necessary to remedy the error(s), such action(s) shall be mutually agreed upon among the District, the individual, and the Association.

## ARTICLE 25 - RETIREMENT

### A. Early Retirement

1. Educators who have completed at least fifteen (15) total years with the District and who qualify for retirement under the Public Employees Retirement System may retire early. (“Total years” shall mean all years served in the District, not necessarily consecutive. This definition of “Total years” is for this section, Article 26 A only.)
2. The District will pay a monthly stipend according to the formula listed below until the earlier of death, full-time reemployment with the District, or age sixty-two (62). The total payout benefit shall be the stipend amount in effect at the time multiplied by 48. The minimum payout period shall be 48 months beginning no later than the retiree's 58<sup>th</sup> birthday month; however, the retiree may arrange a payout period in excess of 48 months. The early retirement stipend shall be as indicated in the chart below.

#### Formula

<b>Years (Full) of Service to District</b>	<b>Stipend Amounts 2008–09</b>
<b>15</b>	<b>\$511</b>
<b>20</b>	<b>\$597</b>
<b>25</b>	<b>\$684</b>

3. For employees with any year(s) of part time service, the higher of the following two (2) calculation methods shall be used.

#### Method 1:

1) Define the following:

A= Total of years of full time service  
 B= Total years of part time service  
 C= Total years of all service  
 D= Stipend for total years of service from  
 the table in Section 2 above

Example:

A= 17 years full time  
 B= 3 years part time  
 C= 20 years  
 D= \$597

2) Apply the following formulas:

Full time service:  $A/C \times (\text{FTE}) \times D = E_1$   
 Part time service:  $B/C \times (\text{FTE}) \times D = E_2$

$17/20 \times 1.0 \text{ FTE} \times \$597 = \$507.45$   
 $3/20 \times 0.5 \text{ FTE} \times \$597 = \$44.78$

$E_1 + E_2 = \text{Stipend amount}$

$\$507.45 + \$44.78 = \underline{\$552.23}$

Method 2:

1) Define the following:

A= Total years of full time service  
B= Total years of part time service  
C= Calculated total years of service

Example:

A= 20 years full time  
B= 10 years part time  
C= 25 years of service

2) Apply the following formula:

$$(A \times 1.0 \text{ FTE}) + (B \times \text{part time FTE}) = C \quad (20 \times 1.0 \text{ FTE}) + (10 \times 0.5 \text{ FTE}) = 25 \text{ years}$$

3) Apply calculated years of service to the table in Section 2 above.

25 years = \$684

4. The stipend amounts above shall increase by one-half (1/2) of the percentage increase in the base teaching salary each year. This section is suspended for the duration of this contract.
5. Every month the employee continues to be employed by the District after his/her 58<sup>th</sup> birthday will reduce the stipend total by 1/48<sup>th</sup>.
6. An educator exercising this option must give notice thereof to the Human Resources Department no later than sixty (60) days prior to the retirement date.
7. Early retirement pay will begin on the first day of the month following retirement.
8. Educators selecting early retirement shall be allowed to continue group medical and dental insurance coverage for the retiree and spouse at the educator's expense.
9. Under the Retirement/Re-Employment Option, such retirements will not be deemed to have created a vacancy in a bargaining unit position until the retired/rehired employee completes the temporary contract period at the end of the school year.

B. Retirement/Re-employment Option

1. With the approval of the building principal and the District, educators who retire between September 30 and the end of their contract will be allowed to continue teaching in the same assignment until the end of the school year under the conditions described in sections 2, 3, and 4 below.
2. The salary for the remainder of the school year will be calculated at a step on their current column placement that is half-way between the step at the time of retirement and the beginning step (rounding upward) but no greater than Step 8.
3. The District will continue to pay insurance benefits through the end of August of that retirement year, at the level carried prior to retirement.

4. The educator will continue to pay Association dues for the remainder of the school year. Educators will have all of the rights of the bargaining unit except for the following:
  - Sick leave will be reported to PERS through the date of retirement and shall not be available for use. From the retirement date to the end of that school year, sick leave will accrue one (1) day per month worked.
  - Personal leave: If they have at least one (1) day of personal leave remaining at retirement, one (1) day may be used.
  - Professional Development Fund and tuition benefits will not be given.



## ARTICLE 26 - PART-TIME / JOB-SHARE EDUCATORS

### A. Definitions

1. Part-time educators are those employed less than full-time.
2. Job-share educators are two (2) part-time educators sharing one (1) full-time position serving the same students.

### B. Part-time Educators

1. Part-time educators who are requested to participate in an all day in-service shall receive additional pay for hours worked beyond their contracts. They shall participate in scheduled workdays according to their contractual requirements.
2. All part-time educators shall be appropriately placed on the salary schedule, receiving prorated salaries and benefits and one-step increment for each year of service.
3. Part-time educators shall advance on the salary schedule in accordance with Article 22.B.
4. If a full-time educator, who is on part-time leave, wishes to return to full-time status, the educator may do so by notifying the District in writing by March 1 of the year previous to the year of return to full-time teaching. If the total length of leave from all sources (sick, medical, unpaid, etc.) exceeds five (5) semesters past the beginning of the initial leave, then the educator's full-time status is lost.
5. Each part-time educator shall receive written notice from the District indicating the percentage of full-time equivalency for which that individual is contracted. The employee will sign such notice verifying receipt and a copy shall be placed in the personnel file. Employees will be notified by the Payroll Department concerning benefit options, and prorated salary will be determined upon receipt of verification of education and experience.

### C. Job-Share Educators

In addition to the provisions of section B, numbers 2-6 above, the following provisions also apply to job-share educators:

1. Two (2) educators requesting to share one (1) full-time position shall present a proposal to the building administrator. Such proposals shall be submitted to the Administration Office for approval or disapproval.
2. Job-share educators shall receive their individual hourly rates when substituting for each other.
3. Both educators shall attend, at no cost to the District, regularly scheduled parent conferences when their parents are scheduled to attend and back-to-school night and required in-services.

4. If a full-time educator, who is on part-time leave and in a job-share, wishes to return to full-time status, the educator may do so by notifying the District in writing by March 1 of the year previous to the year of return to full-time teaching. Such educators who choose to job-share for more than three (3) consecutive years forfeit full-time status.

## **ARTICLE 27 - STRIKES AND LOCKOUTS**

- A. During the term of this Agreement, the Association agrees not to participate in or sanction any strike, work slow-down, walkout, refusal to report to work, or any other interruptions of work or illegal picketing.
- B. The District will not, as a result of a dispute with the Association/Council, lockout members of the bargaining unit during the term of this Agreement.

## **ARTICLE 28 - COMPLIANCE**

This Agreement shall supersede any individual educator contract.

## **ARTICLE 29 - SEVERABILITY**

Should any provision of this Agreement be declared by proper legislative, administrative, or judicial authority to be unlawful or unenforceable, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement. The parties shall enter into negotiations for the purposes of attempting to arrive at a mutually satisfactory replacement for a provision declared unlawful.

## ARTICLE 30 - EDUCATOR FACILITIES AND SUPPLIES

### A. Facilities

The District shall provide an area in each school as a faculty room and/or resource facility. The room(s) shall contain mutually agreed upon collections of texts, workbooks and professional volumes, typing and duplicating equipment, and other items which will allow for the effective use of the facility(ies). Mutually agreeable vending machines and other items may be installed in educators' facilities at the expense of the educators, with use of revenue to be determined by those educators.

### B. Teaching Materials

A committee of educators shall be jointly appointed by the District and the Association to make recommendations to the administration on the purchase of textbooks and adoptions. The District undertakes to implement all joint decisions.

### C. Key Check-Out Procedure

Building principals will provide a key check-out procedure to allow overnight or weekend access to school buildings for instructional preparation.

## **ARTICLE 31 - FUNDING**

If the Board determines that resources will not meet the expenditure requirements, then all provisions of this Agreement shall be subject to renegotiation between the parties upon written request for renegotiation being made by the District to the Association.

## **ARTICLE 32- STATE AND FEDERAL MANDATES**

Mandates resulting from state and federal legislation that alter this contract, that introduce issues contrary to this contract, or which need to be added to this contract shall be addressed through Memorandums of Understanding between the Association and the District.



**ARTICLE 33 - DURATION OF AGREEMENT**

Effective Date

- A. This Agreement shall be effective as of July 1, 2017 and shall continue in effect until June 30, 2018, subject to the provisions of Article 31- Funding
- B. This agreement shall expire on June 30, 2018. Notification shall be given no later January 15, 2018 of the intent to negotiate a successor agreement.
- C. This Agreement may be added to, deleted from, or modified only through the voluntary mutual consent of the parties, and any agreement reached shall be in writing and signed by the parties as an amendment of the Agreement.

Signed and dated this \_\_\_\_\_ day of \_\_\_\_\_.

FOR THE ASSOCIATION

FOR THE DISTRICT

\_\_\_\_\_  
President, OCEA

\_\_\_\_\_  
Chairman, Board of Education

\_\_\_\_\_  
Negotiations Chair

\_\_\_\_\_  
Superintendent

**APPENDIX A-1**  
**2008-2009**

**APPENDIX A – 2**

## APPENDIX A-3

**APPENDIX A-4  
SALARY SCHEDULE  
2011-12**

**To be calculated when CPI data is available using Index Schedule of Appendix A-5.**

**APPENDIX A-5**

**SALARY INDEX**  
For use in 2008-09 and 2011-12

<b>OLD STEP</b>	<b>NEW STEP</b>	<b>BA</b>	<b>BA/24</b>	<b>BA/45</b>	<b>MA BA/60</b>	<b>MA/24 BA/84</b>	<b>MA/45 BA/105</b>
2	1	1.00	1.04	1.08	1.12	1.16	1.20
3	2	1.05	1.09	1.13	1.17	1.21	1.25
4	3	1.10	1.14	1.18	1.22	1.26	1.30
5	4	1.15	1.19	1.23	1.27	1.31	1.35
6	5	1.20	1.24	1.28	1.32	1.36	1.40
7	6	1.25	1.29	1.33	1.37	1.41	1.45
8	7	1.30	1.34	1.38	1.42	1.46	1.50
9	8	1.35	1.39	1.43	1.47	1.51	1.55
10	9	1.40	1.44	1.48	1.52	1.56	1.60
11	10	1.45	1.49	1.53	1.57	1.61	1.65
12	11	1.50	1.54	1.58	1.62	1.66	1.70
13	12	1.55	1.59	1.63	1.67	1.71	1.75
14	13		1.64	1.68	1.72	1.76	1.80
15	14			1.73	1.77	1.81	1.85
16	15				1.82	1.86	1.90
17	16				1.87	1.91	1.95
18	17						2.00

**APPENDIX B - EXTRA DUTY CATEGORIES**

**2008 - 2012 School Years**

CATEGORY	DISTRICT	HIGH SCHOOL	MIDDLE SCHOOL	ELEMENTARY
A		Football, Head Boys Basketball, Head Girls Basketball, Head		
B		Volleyball, Head Wrestling, Head Boys Soccer, Head Girls Soccer, Head Boys Track, Head Girls Track, Head Baseball, Head Softball, Head Jets, Head Jets Choreographer		
C		FB Varsity Offen. Coord. FB Varsity Defen. Coord. Drama Instrumental Music	Athletic/Activities Director	
D	Coord. of the Psychological Assessment Program Coordinator of the Behavioral/Emotional Disturbed Program IMC Coordinator Technology Education Coord. Coord. of Special Education Classrooms	Cross Country, Head (Grades 9-12) Boys Golf, Head Girls Golf, Head Boys Tennis, Head Girls Tennis, Head Swimming, Head Football, Asst. Basketball, Asst. Baseball, Asst. Track, Asst. Wrestling, Asst. Softball, Asst. Soccer, Asst. Volleyball, Asst. Jets, Asst.	Athletic Trainer (per season)	
E	Special Projects Coord. Student Retention Coord.	Newspaper Rally Advisor Area Coordinator Vocal Music Yearbook Forensics Counseling Director BEST Team Chair		

CATEGORY	DISTRICT	HIGH SCHOOL	MIDDLE SCHOOL	ELEMENTARY
F	Title I Coordinator Intern Educator Support		Football, 8th Football, 7th Wrestling, 7th-8th Boys Basketball, 7th Boys Basketball, 8th Girls Basketball, 7th Girls Basketball, 8th Volleyball, 7th Volleyball, 8th Track, 7th-8th Cross Country, 7th-8 <sup>th</sup> Competitive Dance Team Leaders *	
G		Cross Country, Asst. (Grades 9-12)	Student Manager	Key Educator (19+ educators/bldg.)
H	21 <sup>st</sup> Century Liaison Speech/Lang Stipend	Staff Development TAG Advisor Strings (Grades 5-12) School Store	Intramurals Activities (Student Council, Student Store, etc.) ‡SST Team Chair/BEST Team Chair TAG Advisor	BEST Team Chairman Key Educator (11-18 educators/bldg.) ‡SST Team Chair
I		Technology Coordinator Chess Club DECA VICA Student Council Advisor	Drama Yearbook Instrumental Music Vocal Music ‡PBS Team Chair Technology Coordinator	TAG Advisor Testing Coordinator Technology Coordinator ‡ PBS Team Chair
J	Peer Program Coord.	Senior Class Advisor Junior Class Advisor Musical Production Drama		Coach
K		Freshman Class Advisor Sophomore Class Advisor International Club Advisor Honor Society Advisor Model U.N. Stagecraft Musical Production Vocal/Instrumental AFS Girls League Advisor	Suspension/Detention Room Supervisor	
L		Peer Program Advisor **	Peer Program Advisor **	

\* Additional adjustment of \$180 grandfathered from 1991.

\*\* Such as Natural Helper, Link, WEB, OSSUM

‡ These positions will be funded beginning in 2008-2009



**APPENDIX C-1**

**2008-2009 OREGON CITY ACTIVITY PAY SCHEDULE**

<b>RESPONSIBILITY</b>	<b>PAYMENT*</b>
Event Timer.....	\$40.00
Statistics for Football.....	\$40.00
Scouting.....	\$40.00
Scorer.....	\$40.00
Announcer.....	\$40.00
Track Meet Personnel.....	\$40.00
Ticket Sellers/Ticket Takers.....	\$40.00
Crowd Supervision.....	\$40.00
Chaperoning:	
After-Game Dance.....	\$40.00
Full-Length Dance.....	\$40.00
Bus, 0-100 Miles (round trip).....	\$43.34
Bus, 100+ Miles (round trip).....	\$53.66
Substitute Chaperone for Rally, Home Game.....	\$40.00
Substitute Chaperone for Rally, Away Game.....	\$40.00
Umpires/Referees.....	\$40.00
Activity (per session).....	\$531.00
• Based on 2 hours each day, 2 days a week for 8 weeks of activity.	
• Includes activities such as homework clubs.	
• Program configuration by length and days per week to be determined at the building level using the following chart:	
Weekly stipend calculations	
2 days      \$ 66.28	
3 days      \$ 99.56	
4 days      \$132.75	
Instruction.....	Curriculum Rate
• Requires individualized planning, curriculum development and direct instruction.	
Elementary Evening Events (after two required, non-paid events).....	\$40.00
* Payments are per game or event	

**APPENDIX C-2**

**2009-2010 OREGON CITY ACTIVITY PAY SCHEDULE**

RESPONSIBILITY	PAYMENT*
Event Timer.....	\$55.00
Statistics for Football.....	\$55.00
Scouting.....	\$55.00
Scorer .....	\$55.00
Announcer.....	\$55.00
Track Meet Personnel.....	\$55.00
Ticket Sellers/Ticket Takers .....	\$55.00
Crowd Supervision . .....	\$55.00
Chaperoning:     After-Game Dance .....	\$55.00
Full-Length Dance.....	\$55.00
Bus, 0-100 Miles (round trip).....	\$55.00
Bus, 100+ Miles (round trip).....	\$55.00
Substitute Chaperone for Rally, Home Game .....	\$55.00
Substitute Chaperone for Rally, Away Game.....	\$55.00
Umpires/Referees .....	\$52.00
Activity (per session).....	\$551.00
• Based on 2 hours each day, 2 days a week for 8 weeks of activity.	
• Includes activities such as homework clubs.	
• Program configuration by length and days per week to be determined at the building level using the following chart:	
Weekly stipend calculations	
2 days         \$ 68.88	
3 days         \$103.31	
4 days         \$137.75	
Instruction.....	Curriculum Rate
• Requires individualized planning, curriculum development and direct instruction.	
Elementary Evening Events (after two required, non-paid events).....	\$55.00
* Payments are per game or event	

## **APPENDIX C-3/C-4**

### **2010-2012 OREGON CITY SD ACTIVITY PAY SCHEDULE**

1. For 2010-2011, Activity Pay shall be increased by the same percentage as the increase in the base teaching salary (3.75%).
2. For 2011-2012, Activity Pay shall be increased by the same percentage as the increase in the base educator's salary.

**Protocols for  
Professional Learning Communities Activities**

General Statement: The District and the Association agree that development and implementation of Professional Learning Communities can be a major step toward achieving educational excellence in our district.

Considerations: The parties agree to the following considerations in our joint effort in this area.

1. All Professional Learning Community (PLC) work and activities will be conducted during regular work hours.
2. The school calendar and/or building schedules will provide dedicated time for PLC teams to meet.
3. Adequate resources will be provided to support the approved goals, norms or outcomes of each PLC team.
4. PLC meeting time or activities will not interfere or interrupt prep time or lunch time.
5. Employees will be assigned to a maximum of one contact or grade level PLC at a time. All PLC team assignments will be appropriate to the teaching duties or work assignments of the employee. An employee may request to be moved from one team to another for good cause.
6. All PLC goals may be separate from and independent of an employee's personal professional growth goal.
7. PLC goals and/or student achievement levels will not be used as part of an employee's evaluation process.
8. Professional development programs provided by the District shall support PLC work.
9. Where appropriate, the parties may negotiate a stipend or other compensation for employees who serve as PLC Team Leaders or who take on PLC work that must be completed outside of regular work hours.

This document is to be placed in the Professional Development Handbook

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Signature/Date

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Signature/Date