

## **REA Package Proposal October 21, 2014 9:30am**

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Article 5 Employees Rights	REA Proposal 10/21/14
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Article 27 Class Load	REA Proposal 10/21/14
Article 31 Duration of Agreement With Retroactivity to July 1, 2014	REA Proposal 3/6/14
Appendix A, B	REA Proposals to align with Article 22
Appendix C Special Comp Form	Accept District Proposal 10/9/14
Appendix D Progressive Discipline Measures	REA Proposal 10/21/14

This is a package proposal.  
If not accepted in its entirety, REA reserves the right to return to the previous proposal.

REA Package Proposal  
October 21, 2014



## **Article 5 Employee Rights**

### **A. Organizing**

Members of the bargaining unit for which the Association is the exclusive representative have the right to form, join and participate in the activities of labor organizations of their own choosing for the purpose of representation in collective bargaining with their public employer in matters concerning employment relations. No District representative shall interfere with or take reprisals against any member for exercising these rights.

### **B. Conformance with Law**

Nothing contained herein shall be construed to deny any employee his/her rights under the Constitution and Laws of the United States and the State of Oregon.

### **C. Required Meetings or Hearings**

Whenever any employee is required to appear before a building supervisor, Superintendent, Board, or any member thereof, for an interview which may lead to demotion, suspension or dismissal, then the employee shall be given prior written notice of the reason(s) for such a meeting and shall be entitled to have present a representative of his/her choosing.

### **D. Evaluation of Pupils**

1. The teacher or licensed employee shall maintain responsibility to determine grades and other evaluations of students. No grade or evaluation shall be changed without discussion with the teacher or licensed employee, unless unavailable, and the approval of the Superintendent of the District. The teacher or licensed employee shall be notified in writing if a grade or evaluation is changed.
2. Tasks defined under OAR 584-036-0011 for licensed teachers include:
  - a. planning instruction;
  - b. establishing a classroom climate conducive to learning;

- c. implementing plans for instruction;
- d. evaluating student achievement; and
- e. directing instructional assistants.

Therefore, teachers may use paraprofessionals instructionally only to provide instructional assistance under the direct supervision of the licensed teacher and not as a substitute for the licensed teacher.

**E. Just Cause**

No teacher in the bargaining unit shall be disciplined, reprimanded or reduced in basic salary without just cause. All information forming the basis for disciplinary action will be made available to the teacher and the Association at the teacher's request. Any violation of this provision may be used as a basis for a grievance.

However, this Article does not apply to the dismissal of permanent or probationary teachers or the non-renewal of probationary teachers' contracts (such matters are excluded because they are governed by the Fair Dismissal Law), nor does it apply to assignment to or retention in Extended Responsibility assignments. If a teacher is to be disciplined or given a reprimand by any member of the administration, s/he will be given prior written notice of the subject(s) for such a meeting and shall be entitled to have a representative of the Association present.

**F. Due Process**

No permanent teacher shall be dismissed and no probationary teacher shall be discharged, removed from employment, or non-renewed without due process. Due process for the purpose of this article is defined as:

1. The employee will be told the reasons and given the information forming the basis for such action prior to any final action.
2. The employee will have the opportunity to respond to the charges.
3. The employee will have an opportunity to discuss the matter with his/her supervisor.

4. Upon request, the employee shall be allowed to meet informally with the Board, prior to any final action, at which time the Board shall discuss the reasons for such action(s).
5. The employee shall have the right of representation. The employee will have the right to appeal only the procedure of paragraph F through the grievance procedure of this Agreement.

**G. Professional Communication**

Administrative criticism of an employee shall be appropriately private and delivered in a professional and respectful manner. Any grievance regarding administrative criticism may proceed through Level Three and end there.

**H. Procedures and Timelines for Evaluation**

1. Declaration of Intent

The purpose of the evaluation procedure is to improve instruction, encourage individual growth and assure that all ~~teachers~~ licensed staff are performing at an acceptable level.

- a. Evaluation of ~~probationary teachers~~ licensed staff shall be done on the ~~required state~~ established District forms and shall be based upon individual goals and District Performance Standards as described in the District Professional Development and Evaluation Program.
- ~~b.~~ Permanent teacher evaluations shall be done on the required state form and the Goals Assessment sheet and shall be based upon District Performance Standards and/or individual goals.
- ~~c.~~ The evaluator shall cite all observable substandard areas in terms of District Performance Standards.
- ~~b.d.~~ Recognizing that the Association and the District have developed and agreed to the evaluation cycles and procedures (sections 2 and 3) as outlined in the District Professional Development and Evaluation Program, any adjustments in Board policy or administrative procedure related to the Professional Development Plan program shall require the participation and agreement of both parties.

## 2. Evaluation Cycles

### a. Probationary

~~All probationary teachers shall be on a one-year cycle.~~

### b. Permanent

~~The length of the evaluation cycle for permanent teachers may be 1, 2 or 3 years.~~

#### i. Determination of length of cycle:

~~The determination of the length of the evaluation cycle for permanent teachers licensed staff, including any changes to the length of the cycle shall be determined using the procedures outlined in the District Professional Development and Evaluation Plan.~~

~~a. established during the goal setting conference.~~

~~b. based upon the goal(s) selected.~~

~~c. set by the administration if previous evaluation(s) have indicated the teacher is not meeting district standards.~~

#### ii. Changes in duration of cycle:

~~It is expected that while teachers on multi-year cycles would only be given a formal evaluation at the completion of that cycle, regular observations (including feedback) would continue.~~

~~If during these observations it is established that the teacher is not meeting District standards, it would be appropriate to establish new goals and adjust the length of the cycle.~~

3. Evaluation Procedure

The procedure for all teachers licensed staff covered by this Agreement shall **be set forth in the District Professional Development and Evaluation Program and shall** include:

- a. ~~A conference which includes but is not limited to the establishment of performance goals for the teacher based on the job description and performance standards. Said conference shall be held at the beginning of each evaluation cycle. In the case of a teacher employed by the District the previous year, goals suggested by the administrator shall be based upon areas identified for growth in the most recent evaluation. This process may begin at any point subsequent to the completion of the final evaluation. District and/or staff developed building goals may be assigned as individual goals by an administrator if previous evaluations have indicated the teacher is not regularly meeting the(se) goal(s). The goals shall normally be developed jointly by the teacher and administrator. In the event there is disagreement, the goals shall be determined by the Assistant Superintendent.~~

**An annual goal-setting conference with the administrator assigned to evaluate them. Goal setting shall be based upon the licensed staff's status from the previous school year, as outlined in the District Professional Development and Evaluation Program. In the event that there is disagreement concerning the goals set by a licensed staff member in Collaborative or Directed Improvement status (as outlined in the District Professional Development and Evaluation Program), the goals shall be determined by the Superintendent or designee.**

- b. The minimum number of scheduled observations per cycle for permanent and probationary teachers licensed staff shall be the number prescribed by Oregon Statute.
- c. At least one **formal** observation **per evaluation cycle** shall be preceded by a pre-observation conference, and a **A** post-observation conference, **including a written assessment provided to the licensed staff member, will** ~~to~~ be held within five (5)

working days following the **formal** observation. In the event multiple observations are scheduled, the post-observation conference shall be held within five (5) working days following the last **formal** observation.

- d. ~~The teacher will be provided a written assessment of any observation(s) at a post-observation conference.~~
- e. ~~Each evaluation cycle shall be completed when a conference is held with the teacher to discuss the teacher's performance, including their goals for the current cycle. Probationary teachers' final yearly evaluation shall be completed five (5) days prior to the regularly scheduled March school board meeting. Permanent teachers' final evaluation shall be completed by May 15 of the final year of their evaluation cycle.~~
- f. Specialists  
One administrator will be assigned as the primary evaluator for any specialists whose assignments include ~~three~~ **two** or more buildings ~~or who are assigned less than half-time to any building.~~ The designated administrator will ~~set the goals with the specialist in coordination with other building administrators and with input from the appropriate supervisor~~ **complete the goal setting process with the licensed staff member, as outlined in the District Professional Development and Evaluation Program.**  
Observations from all administrators will be turned over to the designated administrator for final evaluation. In the event of conflicting assessments of a shared specialist, the Assistant Superintendent **or designee** shall be responsible for reconciling the differences. This is not to infer that a composite evaluation will result, but only that all parties shall understand the nature of the difference.

The assignment of the designated administrator will be made by the Executive Director of Human Resources. If the specialist objects to the administrator assigned, s/he must arrange for a conference within three (3) days after receiving notification of the assigned administrator, to request consideration for changing the primary evaluator.



~~In the event the employee is dissatisfied with the final evaluation, s/he may request a written evaluation from each supervisor.~~

- g. The Association and the District must agree in advance in order for a TOSA to be involved in the evaluation of licensed staff.

#### **4. Plan of Awareness**

- a. **A minimum of three observations must be completed to move a licensed staff member from a Plan of Awareness to a Program of Assistance. Each of these observations must be at least three weeks apart and for a minimum of thirty (30) minutes in duration.**
  
- b. **As soon as the concerns are resolved, the Plan of Awareness is considered completed and the licensed staff member returns to normal status. Any further concerns resulting from an observation by an administrator will require that a new Plan of Awareness process be started.**

#### **4.5. Program of Assistance**

- a. Procedure for Placement on a Program of Assistance
  - i. A probationary or permanent ~~certified~~ **licensed** staff member who has been declared as not meeting District standards and/or Oregon State Statutes 342.835, 342.865 may be designated as On Notice on a Program of Assistance.

**Should a deficiency be noted which is related more to discipline than to classroom performance, the District will initiate progressive disciplinary measures as outlined in Appendix D rather than a Program of Assistance. In this case, however, the District will adhere to the just cause and due process provisions in this Article.**

- ii. Whenever a certified staff member's placement on a Program of Assistance results from substandard classroom performance, a minimum of two written formal observations, with written assessments, shall precede such action, ~~at the middle and high school levels. At the elementary level three observations with one written assessment shall precede such action.~~
- iii. During a conference the administrator shall give the ~~certified employee~~ licensed staff member written notification indicating placement on a Program of Assistance.

\*A copy of the written notification shall be given to the Association President.

b. Procedure While On Notice on a Program of Assistance

- i. Not later than ten (10) school days after placement on a Program of Assistance, the evaluator, with the participation of the ~~evaluatee,~~ licensed staff member and the authorized Association representative shall have developed a planned Program of Assistance using the procedures and forms outlined in the District Professional Development and Evaluation Program. ~~This plan shall be reduced to writing on the Program of Assistance form. The completed Program of Assistance shall be reviewed by the Assistant Superintendent or the Executive Director of Human Resources designee.~~ If there is any disagreement regarding the ~~Plan of Improvement Program of Assistance,~~ it shall be resolved by the ~~Assistant Superintendent or the Executive Director of Human Resources~~ designee and the Association President or designee.
- ii. The Program of Assistance shall include identification of the District performance standards not being met, expectations of how performance standards can be met, the procedure for ~~observations~~ monitoring progress during the Program, the assistance to be offered (including the opportunity to request outside administrative observations) ~~and ,~~ the timeline for improvement, and completion of the Program.

iii. ~~The Assistant Superintendent or the Executive Director of Human Resources~~ **designee** shall **may** be called upon to make an observation followed by a written evaluation and conference, prior to the final resolution **of the Program of Assistance**.

c. Procedure for the Resolution of a Program of Assistance Status

i. If the **licensed** staff member has demonstrated compliance with stated recommendations to meet performance standards, as determined by the evaluator, the **licensed** staff member shall be removed from the Program of Assistance category. **Upon successful completion of a Program of Assistance, the District shall notify the licensed staff member and the Association of that fact in writing within five (5) working days.**

ii. ~~The final written assessment of the Program of Assistance, using the State Teacher Performance Evaluation form, shall include the administrator's recommendation for the resolution of the Program of Assistance status. Upon successful completion of a Program of Assistance, the District shall notify the teacher and the Association of that fact in writing within five (5) working days.~~

~~ii.iii.~~ After the final evaluation has been completed and failure to make satisfactory improvement has been demonstrated, one or more of the following alternatives are available to the evaluator in ascertaining the future employment status of the On Notice **licensed** staff member: extension (not to be more than one year of a Program of Assistance placement) or, if necessary, termination of services. If a third year probationary employee has failed to be removed from the Program of Assistance by March 1 of that year, the only resolution is termination.

~~ii.iv.~~ When a licensed ~~employee~~ **staff member** has been satisfactorily removed from a Program of Assistance, his/her employment status shall be considered such that no further

action shall be deemed appropriate by the evaluator and/or building supervisor which could be construed as additional punitive action regarding that particular Program of Assistance placement.

iv. Any modification to the evaluation process will not take place prior to communication with the authorized Association representative.

56. Application

It is understood that only the procedure of Section H will be subject to the grievance procedures of the Agreement. The content of the evaluations will not be subject to the grievance procedure.

67. Representation

The employee shall have the right to Association representation throughout the Program of Assistance steps of this procedure.

~~\*Exception—Should a deficiency be noted which is related more to discipline than to classroom performance, the District will initiate progressive disciplinary measures rather than a Program of Assistance. In this case, however, the District will adhere to the just cause and due process provisions in this Article.~~

78. Redesign Monitoring of Evaluation Process

~~A committee will be formed with equal representation from the District and the Association, for the purpose of submitting recommendations for the redesign and implementation of the licensed evaluation process. Recommendations will also include the appropriate use of student performance on tests in the evaluation process in light of standards adopted by the Oregon Department of Education. **The established Evaluation Committee shall be comprised equally of RSD and REA representatives and will continue to meet on an on-going basis for the purpose of monitoring the implementation of the District Professional Development and Evaluation Program. The committee will seek feedback on the implementation from administrators and licensed staff members and will make**~~

**recommendations to the District and the Association regarding adjustments to the program.** These recommendations will be submitted no later than ~~January 31, 2013~~ **March 1<sup>st</sup> of each year during the duration of this agreement**, to both the District and the Association for consideration. In accordance with Section H.1.d, **b**, any action regarding these recommendations shall require negotiation by and agreement of both the District and the Association.

**I. Personnel Files**

1. Employees and/or their representatives shall have the right to, upon request and in the presence of an administrator, review the contents of their District personnel file and to receive copies of any documents contained therein.
2. All materials contained in the building working file for evaluation shall, upon the completion of the final yearly certified written evaluation, either be destroyed or transferred to the District personnel file. The above statement is not to be construed to limit the building administrator's right to retain copies of materials.
3. In the event of disciplinary action against an employee, evidence considered during any proceedings shall be, when possible, limited to those allegations supported by statements in the District personnel file of the employee on the date when disciplinary action is initiated. This limitation shall not apply to evidence gathered by agencies outside the District's jurisdiction.
4. No material that could be construed as negative will be placed in the District personnel file unless the employee has had an opportunity to review the material. The employee will acknowledge that s/he has had an opportunity to review such material by offering his/her signature to the copy to be filed, with the express understanding that such signature in no way indicates agreement with contents thereof. The employee shall have the right to submit a written response to such materials which will be reviewed by the Executive Director of Human Resources and attached to the file copy.

- ~~5. Any statements by any district employee placed in an employee's file(s) shall be certified as true and accurate, under penalty of perjury to the best knowledge of the signer.~~
- 56.** Access to an employee's personnel file shall be limited to persons who have a valid need to inspect the file for purposes related to legitimate District interests and who have obtained the prior approval of the Executive Director of Human Resources. All persons reviewing a personnel file, other than Human Resources personnel, shall indicate such review by entering their name, position, and the date on a log kept in each file.

## **J. Complaints**

A complaint is negative information received from a third party and conveyed to the administration (or Board) with the intent that the administration take action.

### **1. Informal Process**

The supervisor will encourage the complainant to meet with the employee and discuss the complaint. The administrator will confer with the member and/or the complainant in order to resolve the complaint.

### **2. Formal Process**

If the complaint is not resolved through informal discussion with the administrator, and the complaint might result in a negative evaluation, discipline or placement in the personnel file, the following procedure will apply:

- a. An employee shall be informed in writing of the complaint.
- b. The building principal or his/her designee shall meet with the employee to discuss the complaint. The member will receive a copy of the complaint at or before this meeting.
- c. The meeting shall occur within ten (10) working days of receipt of the complaint if both parties are available or as soon thereafter as possible.
- d. Before a written complaint is placed in an employee's personnel file, the District shall investigate the complaint and determine the

complaint's validity. The results of the investigation indicating the area(s) of the written complaint found to be valid or invalid shall be reduced to writing and attached to the complaint.

- e. If the complaint is 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, signature of the complainant, and the statement of validity. The employee shall have the right to attach a written response to the complaint.
  - f. The District will notify the employee of the disposition of the complaint in a timely manner.
3. General Provisions (These apply to both informal and formal processes.)
- a. Oral, unsigned or anonymous complaints shall not be:
    - i. used by the district as a basis for discipline
    - ii. reflected in the teacher's evaluation or personnel file
    - iii. reduced to writing by any district administrator.
  - b. When investigating oral, unsigned or anonymous complaints, the District may only use independently corroborated evidence for discipline or evaluation purposes.
  - c. Any party involved in the complaint process shall be assured freedom from criticism, discrimination, or reprisal in processing a complaint.
  - d. The employee shall have the right to Association representation of his/her choice in any meeting involving a complaint.

**K. Final Evaluation**

Final written evaluation of an employee upon termination of his/her employment will be mailed to the employee upon completion.

**L. Personal Life**

The personal life of a teacher is not an appropriate concern of the District unless it interferes with the teacher's contractual responsibilities. The personal property of teachers shall not be subject to search by any district representative without a search warrant or prior approval of the teacher, except in cases where there is reasonable suspicion of imminent danger to students, or facilities.

**M. Workplace and Environmental Safety**

The District will comply with State and Federal laws and regulations pertaining to environmental concerns, workplace safety and a healthful working environment.

Teachers who notice unsafe or hazardous conditions in their work environment may report such conditions on the Safety Input Form. A copy of the form will be returned within two (2) weeks to the teacher with written information regarding the District's response. Should an environmental hazard(s) be discovered during the District's investigation of the information on the Safety Input Form, bargaining unit members who work at the worksite will be notified of the hazard. In addition, when an environmental investigation is conducted, any written report will be made available at the worksite.

**N. The District acknowledges that it is subject to various state and federal laws relating to discrimination based on age, race, religion, sex, marital status, national origin, sexual orientation, gender, disability, union activity or membership or non-membership in the Association.**

The parties agree to encourage individuals who claim discrimination issues to use whatever currently existing procedures under the law or Board policy exist to redress these issues.

**O. Any attempt to use student performance data for evaluation purposes and transfers shall take into consideration all of the following:**

1. multiple measures of teacher effectiveness based on widely accepted standards of teaching that encompass a range of appropriate teaching behaviors,
2. the use of multiple evaluation methods,



3. evidence of student academic growth and learning based on multiple measures of student progress.

Student performance on tests shall not serve as a basis for disciplinary action.

**P. Teaching Materials**

If the District is unable, for any reason, to provide the materials, equipment and/or training necessary for implementing a District program, the District will not hold members accountable for implementation of that program. The District determines what materials, equipment and/or training are necessary to implement a District program. **The District shall provide rubrics and curricular resources on the District website as well as time during early release/late start days, so that grade level and/or content area teachers may develop and/or differentiate curriculum in order to implement District programs.**

## **Article 9 Teaching Hours**

### **A. Length of Workday**

The workday for full-time employees shall be eight (8) hours Monday through Thursday and seven and one-half (7½) hours Friday.

1. Individual school hours for classroom teachers may be adjusted to accommodate needs, including required instructional hours, as determined by the building administrator with input from the building employees.
2. Specialists' hours may be adjusted to accommodate needs, including required instructional hours, as determined by the building administrator with input from the department supervisor and the specialist.
3. Individual teachers may establish flexible work schedules by meeting with the building administrator.
4. Individual school hours may be adjusted to accommodate schedule changes (e.g. early release/late start) provided such adjustments are consistent with the contract and approved by the District and the Association.

### **B. Non-Pupil Contact Time**

The employee work-day schedule shall include:

1. Duty free lunch at all levels—minimum of a continuous thirty (30) minutes uninterrupted, ~~plus passing time of at least five (5) minutes~~ **preceded by a five (5) minute duty free passing time and immediately followed by an additional five (5) minute duty free passing time.**
2. Preparation time:

Preparation time will be given in continuous, uninterrupted minutes with the exception of an emergency or an unavoidable interruption. Use of this time for preparation shall be determined by the teacher.

Elementary **Counselors and** Specialists and grades K-5—five (5) hours per week (in sections of no less than thirty [30] minutes). Five (5) of the thirty- (30) minute sections shall fall within normal instructional time such as when students are released for PE, library, music or other scheduled programs. Representatives from the District and the Association will work together to resolve site-specific concerns about quality of program, consistency of program, and preparation time, **and coverage of preparation**.

**Classroom Teachers** grades 6-12 — one class period section per day average for a “traditional” schedule. This period must be within the regularly scheduled classroom instruction time within a building. **Specialists, including counselors, shall be provided with an equivalent total amount of preparation time within their schedules during which they will have no assigned student contact responsibilities. The scheduling of these preparation periods shall be mutually agreed upon by the unit member and the building administrator.**

Preps for a secondary block schedule (A/B days) shall include one full block (sometimes referred to as a double period) on either the A or B day. On the other day, as much as half of the period may be assigned for other district or school needs (i.e. team prep, student supervision, etc.).

3. Elementary specialists shall have on an average a student contact day no longer than the average student contact day of other intermediate teachers. Elementary specialists who teach prior to or after the normal student contact day shall be given compensatory time within the student contact day. Such time shall count as compensatory non-student contact time only if it is provided in at least thirty (30) minute blocks.
4. Counselors shall not have extra-duty assignments beyond those duties in the counselor job description or typically assigned to all teachers at their level. **In the event a building administrator, after meeting with a representative(s) of the Association (per Section B.2.), requires a**

**counselor to cover a preparation period for a classroom teacher, the content of these preparation coverage periods shall be counseling-related curriculum. No counselor shall cover more than five (5) preparation periods in any one (1) week.**

5. Job sharing assignments: The District will endeavor to assign preparation time on a basis that will equalize the teachers' responsibilities.
6. Initial schedules (including staff start and stop times, student arrival and departure times, teacher transition and relief times, and teacher preparation times) shall be provided to employees prior to the first student contact day of each school year. Each building administrator will be responsible for developing a schedule that ensures that members will be given an opportunity to attend to personal/health needs. This schedule will ensure that members have this opportunity at least once within a four-(4) hour period. The Association shall be provided copies of the building schedules by the second week of school.
7. Teachers who assume the responsibility for setting their own schedules or for designing a program must receive District approval each school year for the schedule or program design. And, in these cases, it shall be the individual teacher's responsibility to build appropriate prep time into their schedule.

**C. Block courses at high school level (grades 9-12)**

**In the event a block schedule is utilized at the high school level, the following provisions shall apply:**

1. A team block assignment, which includes the teaching of three (3) courses in a core subject area (e.g. English, Social Studies, and Science) and one team prep period, will be classified as .5 FTE.
2. The teacher accepting this assignment will split team prep time with his or her own personal prep time as per Article 9, section B, number 2 of the contract. It will be up to each individual team in coordination with their administrator as to how this will work.

3. This is unique to the high school (grades 9-12) and any changes proposed by the District to the middle or elementary levels must first be negotiated with the Association.

**D. Number of Preparations**

The District shall, whenever possible, without having to ~~mis-assign a teacher or~~ reduce a teacher's contracted number of periods, assign middle school and high school teachers to no more than three (3) different subject preparations.

A subject is defined as a specific course which requires a curriculum designed to meet the needs of the students enrolled in that class (i.e. English 9, English 11 and English 12 at the high school level and Advanced Math 7, General Math 7 and Remedial Math 7 at the middle school level). The District will only consider scheduling a teacher for more than three subject preparations after other reasonable options have been exhausted.

Whenever a teacher is scheduled to be assigned more than three preparations, he/she may request a meeting with the Executive Director of Human Resources, the principal and the Association for preview, input and discussion prior to the assignment.

**E. Parent Teacher Conferences**

1. The time, provided for conferences within the work day, shall be sufficient to allow the teacher to meet the district conferencing requirements based on class size. It is not intended that conference preparation time should be used for conferencing. Specific hours may vary according to individual parent/teacher requests with approval of the building administrators. Affected teachers may then schedule comp time within their conference week.
2. The building administrator may require teachers to extend regular hours for up to four (4) hours during conference weeks for the purpose of conferences. Specific hours may vary according to individual parent/teacher requests. Affected teachers may then schedule comp time within their conference week.

**F. Meetings**

1. It is intended that all building meetings shall be scheduled within the work day but shall not infringe on preparation time as designated by the schedule set forth in Section B.2 of this article.
2. Individual building hours may be adjusted to hold building staff meetings as long as such adjustment stays within the parameters set forth in Section A or F of this article. Any adjustments in time schedules shall be made by the building administrator with input from the employees.

**G. Compensatory Trade Time**

1. Compensatory Trade time shall **be defined as paid release time that, upon prior approval of an administrator** ~~employee request,~~ **be is provided to a unit member** arranged in the amount of time equal to the amount spent for any of the following:
  - a. Any District and/or building responsibility scheduled beyond the normal work day.
  - b. Whenever an ~~employee~~ **a unit member** is given additional supervisory responsibilities within the work day, beyond his/her regular assignment unless resulting from a personal emergency.
2. ~~Employees~~ **Unit members** will notify the administrator **at least twenty-four (24) hours in advance** ~~in a timely manner~~ when compensatory **trade** time is being used ~~or accrued~~.
3. ~~When employees participate in meetings beyond the normal work day,~~ **The** administrator shall make every effort to arrange adequate opportunities for **use of accrued** compensatory **trade** time. If the teacher **unit member** feels the arrangements for providing ~~comp~~ **trade** time are not adequate, s/he may request they be reviewed by the district office.
4. Compensatory Trade time is not expected **allowed** to be taken within the regular teacher-pupil contact period (i.e., during regularly assigned

classes which might create the need for a substitute), ~~or during designated preparation periods.~~

5. All employees unit members may be required by their building administrators to return for after-school activities, **meetings (not including meetings covered by Article 26, Section B.), or events** up to three (3) times per school year without compensatory **trade** time. It is understood that employees unit members may be required **asked** to return for more than three (3) after-school activities, **meetings and/or events**. In such cases **where the unit member agrees, the unit member shall be compensated at her/his hourly rate or receive trade time, at their choice.** ~~compensatory trade time shall be provided in accordance with section F of this article.~~

Employees Unit members who work less than full-time shall receive compensatory **trade** time for after school activities in excess of their FTE x 3. Paid extra duty activities are excluded from the provisions of this section.

6. ~~In the event a teacher is required by an administrator to participate in a meeting for which compensatory time cannot be arranged, the teacher shall be paid in accordance with extra duty schedule Article 22.L. This does not apply to Article 9.F.5 (required 3 days).~~

#### **H. Release Time for Wellness Activities**

Where district employees have an established wellness plan, up to thirty (30) minutes a week may be used for this purpose, provided the time is after contact time with students and it does not interfere in any way with job functions (i.e., schedules, meetings, duty assignments, etc.).

#### **I. State and Federal Requirements**

The Association may request meetings for the purpose of being updated on new or additional state or federal requirements.

The purpose of the meetings shall be twofold:

1. For the District to identify for the Association the essence and impact of the requirements, and

2. For the Association to have opportunity to make known any concerns impacting their members and to relay to the District recommendations regarding these concerns.



## Article 18 Student Discipline

- A. ~~Disruptive Students~~ The parties agree that maintenance of discipline within the classroom is an important priority, and each further agrees to assist the other in their mutual efforts to resolve difficult discipline issues.
- B. ~~Building Discipline Policies~~ Referral Procedures for Disruptive Students
1. When, in the judgment of a teacher unit member, a student is by his/her behavior disrupting the instructional program to the detriment of other students, the teacher unit member may send the student to an administrator or designee. ~~If requested by the teacher,~~ Communication shall occur between the administrator or his/her designee and the teacher unit member before the student is authorized to return to class. If deemed necessary, the administrator or the unit member may involve a parent in the a conference where a plan shall be enacted specifying the future behavior expectations of the student.
  2. As soon as possible, but not later than the conclusion of the following school day, the referring teacher unit member shall submit a written report including a statement of the facts and a summary of conditions which led to the referral and steps taken by the teacher unit member to remedy the situation. The principal or designee will provide a response to the referral within a reasonable period of time, ordinarily understood to be forty-eight (48) hours.
  3. Where the principal or designee and teacher unit member concur, a student may be detained for a set period of time before returning to the classroom.
  4. ~~All teachers shall be provided with a copy of the building discipline codes, and the District's policy on student discipline will be posted on the District's website and listed in each building's staff handbook.~~ Unit members who are assigned students who are recognized as physically aggressive and/or combative shall have access to appropriate training and will be provided with protective equipment

**upon request.**

- 45.** In order to ensure classroom safety, members who teach or supervise students have a need to know relevant information, as allowed by law, regarding disruptive students or students who potentially pose a danger to themselves or others. **In the event District administrators are provided with information from law enforcement agencies or from documented prior disciplinary incidents that indicate a student enrolled in the school may pose a threat to the safety of the staff, students, or school property, the administration shall notify those bargaining unit members who work directly with the student unless prevented from doing so by law.**

~~By September 1, 2012, the District shall develop procedures to disseminate information as allowed by law to members assigned to work with or supervise such students as soon as the District is made aware of such situations. The Building Representative and Association President will be provided with a copy of the procedures.~~

**C. Building Discipline Inservice Seriously Disruptive Students**

**When a student demonstrates a continued pattern of documented behavior that is seriously disrupting the instructional program by engaging in physical or verbal abuse, intimidation, and/or interference with a unit member's performance of his or her duties or another student's ability and right to learn, immediate action will be taken. The unit member shall be authorized to send the student to an administrator's office or designated area. Before readmittance to class, there shall be a defined safety plan developed or agreement finalized between the student, parent or guardian, administrator and the unit member specifying the future behavior expectations of and safety protocols for the student.**

**BD. Building Discipline Policies**

All building discipline procedures shall be those outlined in the District Student Conduct Code. Building level procedures shall include any necessary procedures for implementing the District policy and shall be reviewed annually at the building level. **All teachers unit members shall be**

**provided with a copy and /or update of the building discipline codes at the first staff meeting of each school year. The District's policy on student discipline will be posted on the District's website and listed in each building's staff handbook.**

Additionally, the building or District procedures shall include: feedback to appropriate teachers **unit members** on disciplinary actions; staff procedures for dealing with discipline; and methods for informing teachers **unit members** of students who present safety/behavioral concerns.

**CE. Building Discipline Inservice**

The District shall, on an on-going basis, provide appropriate inservice or training on discipline topics, including legal issues surrounding student discipline and methods for intervening in crisis situations. The District will also provide training for case managers and counselors regarding behavior plans under IDEA-Section/504 and when information may be shared with staff.

**F. No provision in this article will have the effect of denying any rights a student has under federal or state law and regulations.**

## Article 22 Employee Compensation

### A. Salaries

The basic salaries for the ~~2011-2012, 2012-2013, and 2013-2014~~ **2014-2015, 2015-2016, and 2016-2017** school years shall be set forth in Appendix A. The salary index appears in Appendix B.

~~The 2011-2012 salary schedule will remain the same as 2010-2011.~~

~~Effective July 1, 2012, the 2011-2012 base salary shall increase by 1%.~~

~~Effective on the 94<sup>th</sup> contract day, an additional 1% will be added to the base.~~

~~Effective July 1, 2013, the 2012-2013 base salary shall increase by 2% if the following parameters are met:~~

~~If the General Ending Fund Balance for 2012-13, as verified by the annual audit and provided to the REA by January 10, 2014, is more than \$12,000,000. The 2% base salary increase will be paid out in its entirety over the remaining months. The General Ending Fund Balance will not include the fund categories of State and Other Programs, Nutrition Services, Early Retirement, Insurance Reserve, Debt Service, and Capital Projects.~~

~~If the General Ending Fund Balance for 2012-13 is less than \$12,000,000, there will be no additional COLA added to the 2012-13 base salary schedule.~~

Effective July 1, ~~2014~~2012, the **2014-2015** ~~2011-2012~~ base salary shall increase by 1.5%. **An additional step shall be added to each column at an amount that represents the same percentage increase between current top step and the step directly preceding it. Unit members who were at the top step of a column during 2013-2014 or who were hired at the top step for 2014-15 with more than the equivalent years of experience shall advance to the new top step.**

**Effective July 1, 2015, the 2015-2016 base salary shall increase by 2.5%.**

**Effective July 1, 2016, the 2016-2017 base salary shall increase by 2.5%.**

**B. Credit**

Any newly elected employee coming into the District will be awarded up to twelve (12) years experience for past licensed teaching experience. Credit above these twelve (12) years, or credit granted for prior and related work experience will be based upon administrative judgment at the time of hiring. The District shall notify the Association when such credit is granted.

Should the State of Oregon allow licensure of employees who have not completed a traditional teacher licensing program, or the hiring of non-licensed employees to fill positions traditionally held by licensed employees, the District and the Association shall meet to establish procedures for salary schedule placement for such employees.

**C. Missed Contract Days**

The penalty for a missed contract day shall be 1/186th of the employee's annual salary unless the non-attendance has the approval of an administrator.

**D. Extended Contract**

Extended contracts shall be paid on a 1/186th prorated basis for those employees working beyond the standard contract year.

Employees doing summer curriculum work shall be paid an hourly rate based on salary schedule A-0 Base pay). All other summer work shall be paid on the basis of the salary schedule in effect at the time the job was contracted, except where by necessity the job extends into the succeeding contract year.

Salary Beyond Contracts—summer work will be computed on the base of an eight hour work day, prorated on the regular daily contracted base salary according to time worked (four hours work = one-half day pay; six hours work = three-fourths day pay).

**E. Hours for Movement**

An employee who has completed college work which will advance him/her to another salary schedule column shall furnish evidence thereof prior to

September 30, January 15, or April 15, by official transcript or other statement from the registrar of the institution in which the work was done. Transcripts shall be evaluated three times a year and employees shall be able to move on the salary schedule at the appropriate time. The original contract shall be revised upon presentation of proper evidence by any of the three cut-off dates: September 30, January 15, or April 15.

**F. Experience**

One step on the salary schedule is granted for each year's experience. Any employee who is contracted **and works** for no less than one hundred thirty-five (135) days shall be credited with a full year's teaching experience. Employees working less than full-time, who otherwise would have gained credit for salary schedule movement, shall not be prohibited from moving as a result of the scheduling of their work hours. ~~For the 2012-2013 school year, the experience step will take effect on the 94<sup>th</sup> contract day. For the 2013-2014 school year, the experience step will take effect on June 29, 2014.~~

**G. Vertical Movement**

Vertical movement on a salary schedule, when accompanied by horizontal movement to a new column, shall be in accordance with the following:

1. No more than one (1) vertical step shall be granted in any one school year.
2. Employees who have been at the top of a salary schedule for more than one (1) year\*, and who move to a new column in September, shall move over to the new column and up one (1) step. Subsequent vertical movement shall occur each September.
3. Employees who have been at the top of a salary column for more than three (3) years, and who move to a new column in January or April, shall move up one (1) vertical step at the time of the column move. Subsequent vertical movement shall occur each September.
4. Employees who have been at the top of a salary schedule for more than one (1) year but less than three (3) years, and who move to a new column in January or April, shall move up one (1) vertical step at the time of the move, but shall not move vertically again until one (1) year

from the following September. Subsequent vertical movement shall occur each September thereafter.

\* One (1) year's experience shall be equivalent to 135 or more regular, continuous, contracted days.

#### **H. Extended Day**

For those employees who teach a class before or after school which is in addition to the contract teaching day, the compensation shall be at the rate of fifteen percent (15%) of the employee's current salary schedule step. For those employees who teach a class during their preparation period, the compensation rate will be sixteen percent (16%) of the employee's current salary schedule step. A "double" preparation period shall be compensated at thirty-two percent (32%).

**Unit members may agree to sub during their prep time at their own hourly rate for other teachers on a voluntary basis. Unit members supervising another unit member's class for the day when a substitute is not available will receive the entire sub pay. If more than one unit member shares supervisory duties when a substitute is not available, they will share the sub pay.**

#### **I. Hours for Credit**

Hours for credit shall be given as follows:

1. Bachelor's degree—All college credits taken prior to teacher certification based on a bachelor's degree will not be counted beyond the bachelor's degree.
2. Beyond Bachelor's Degree—Only hours required for licensing will be counted for initial salary schedule placement.
3. Master's degree—Only hours subsequent to the master's degree will be considered for placement on the master's plus columns.

The Executive Director of Human Resources will determine appropriate course work/experience to be credited at the time of placement.

#### **J. In-District Credit**

The District may grant in-district credit for salary schedule advancement to employees. Credit may be granted for workshops not carrying traditional credit, district committee service, curriculum development and individual programs or projects.

The amount of credit granted shall be equal to one (1) hours credit for ten (10) hours participation. Those requesting in-district credit shall apply to the Assistant Superintendent or Executive Director of Human Resources prior to the commencement of his/her service.

**K. Payment for Extended Responsibilities**

Any payment for extended responsibilities pay shall be prorated over the twelve (12) monthly paychecks unless the extended responsibility pay is for a seasonal type activity (example: football) and then the payment shall be a lump sum paid on the next pay day following the conclusion of the duties for that activity.

**L. Extra Duty Compensation**

The determination of the number of extended duty compensation positions to be made available each school year, the job content and duration of the positions offered, and the selection and retention of personnel to be offered these extended duty assignments, rests solely with the District. However, should the district change the job content or duration of the positions, the compensation for such positions shall be negotiated with the Association.

1. There shall be a three (3) step schedule based on the Bachelor's beginning step, BA plus three years' experience step, and the BA plus six years' experience step.
  - a. BA+3 step: This provides for an increase in compensation in the fourth year of coaching a particular activity.
  - b. BA+6 step: Provides a longevity incentive to attract and keep good coaches active in the District programs.
2. The District may grant, at its discretion, up to five (5) years for transfer into the District if the individual has the experience and recommendations to warrant such credit.



3. In-district coaches may advance on the salary schedule when they accept a more important assignment (e.g., assistant coach to head coach) on the following basis:
  - a. For each two (2) years' experience they will be allowed one (1) year toward salary advancement.
  - b. The same maximum would apply as is allowed for personnel new to the District.
  - c. The only exception to the above would be that no coach will take a cut in salary in moving to the new assignment, as long as that assignment is paid at the higher percentage of the base salary.
4. ~~It will be the responsibility of the music supervisor and the building principal to evaluate extra-duty assignments.~~
45. It is agreed that these evaluations are separate from the teaching evaluations and only where the responsibility is an extension of the teaching assignment (such as music) will the extra-duty evaluation be reflected in the individual teacher's evaluation.
6. ~~In those instances where satisfactory performance is not maintained, the District may terminate the extra-duty assignment without a Board hearing provided the unsatisfactory performance has been demonstrated through the evaluation process and the procedure in this Agreement has been followed.~~
57. Extra duty assignments and supervision shall be handled in the following manner:
  - a. ~~Coaching assignments shall be made by the building administrator after meeting with the head coach and athletic coordinator to review their recommendations~~ **All extra duty assignments are offered on a year-to-year basis with the exception of head coaches and lead advisor positions of OSAA sanctioned athletics and activities, or positions that are an extension of the teaching assignment.**

- b. ~~If any of these parties are dissatisfied with the final extra duty assignments, s/he may request that the Assistant Superintendent or Executive Director of Human Resources review such assignments before they are made final~~ **Unit members as described above, will be evaluated on an annual basis and serve a three-year probationary period. A unit member may be removed from an extra-duty assignment at any time during the probationary period. The unit member shall have the right to Association representation during any meeting which may result in removal from the extra-duty assignment.**
- e. ~~Extra duty assignments shall be made so as to balance the District articulation needs and the building needs.~~
- d. ~~Recommendations and assignments shall be based on final evaluation made the preceding year.~~
- ce. It is the responsibility of the building administrator to complete the final evaluation of all extra duty assignments **that meet the criteria stated above (a. and b.)**. ~~For athletic coaching positions, such evaluations shall reflect the input given by the head coach(s) and athletic coordinator. Input by the head coach(s) and the athletic coordinator(s) shall be given in the area(s) of supervision for which they are responsible.~~
- f. ~~The head coach at each level shall be responsible for providing input regarding all assistant coaches in his/her sport. The high school head coach shall also be responsible for providing input regarding the middle school head coach. The high school head coach may also provide input for the middle school assistant coaches where scheduling makes this practical.~~
- g. ~~Any head coach or athletic coordinator who feels the final evaluation of a coach does not accurately reflect the input given may request the evaluation be reviewed by the Assistant Superintendent or the Executive Director of Human Resources.~~
- h. ~~Members assigned to an extra duty position shall be made aware of all District and/or building expectations regarding their~~

~~assignments. Yearly evaluations shall be on the appropriate form and shall be based on these expectations.~~

- ~~di.~~ At the point that is ~~determined~~ **the administrator determines** that a **unit** member in an extra duty assignment is not meeting District and/or building expectations, s/he ~~shall be informed of the area(s) of deficiency, by the person observing the deficiency, in the meeting with the evaluator.~~ If the deficiency continues, it shall be noted on the final written evaluation **may be placed "on-notice". "On-notice" placement shall be accompanied by a written assessment stating the area(s) of deficiency, steps necessary for improvement, and a reasonable timeline for improvement. The unit member shall have the right to Association representation throughout the "on-notice" placement.**
  - ~~j.~~ If, after a reasonable amount of time, the member has not corrected noted deficiencies, s/he may be placed "on notice". "On notice" placement shall be accompanied by a written notification stating the area(s) of deficiency, steps necessary for improvement and a reasonable timeline for improvement.
  - ~~ek.~~ A **unit** member failing to adequately meet District and/or building expectations as outlined in the "on notice" placement may be transferred to a different extra duty position or removed from his/her extra duty position.
- ~~68.~~ All **unit** members assigned extra duties (for which compensation is paid) shall receive an addendum prior to the commencement of that activity including salary to be paid.
- ~~79.~~ Salaries for any extra-duty position created during the term of this Agreement shall be negotiated with the Association.
- ~~810.~~ The Association and the District shall form a joint committee to determine compensation for duties typically assigned to department heads in the past.
- ~~911.~~ Coaches whose teams advance to post-season playoff games shall have the additional days pro-rated and paid using their current coaching daily rate as the basis for such pay.

12. ~~The following stipulations shall apply regarding the formation of clubs at the high school level, and the resultant compensation of high school club advisors:~~
- a. ~~All clubs must write a charter and have it approved by the activities administrator.~~
    - i. ~~The charter must include the following: A mission statement outlining the purpose of the club. The type of activities in which the club will participate. The estimated number of students that will participate in the club. The estimated number of meetings and activities the club will have each year. A schedule of the meeting and activities for the year. An estimated number of contact hours for the year.~~
    - ii. ~~Initial and continued funding of approved clubs will be based solely on those items listed in section a. above.~~
  - b. ~~By March first of each year the advisor must submit a report of the club's activities for the year to date and an estimate of what the club plans to do for the remainder of the current year.~~
  - c. ~~New clubs will be unfunded for the first year of their existence. By March 1, of the first year of existence, the advisor must submit a charter and a report of the current year's activities to the administrator in charge of activities to be considered for approval next year.~~
  - d. ~~Each school year, the administrator in charge of activities and a representative of the Association will determine the funding level of each club based on the information provided in the charters. If an agreement cannot be reached, the advisors of the club(s) in question may appeal to the Executive Director of Human Resources and/or the Assistant Superintendent.~~
  - e. ~~All funding must fall within the amount of money budgeted for this purpose by the District's budget committee.~~

- ~~13. The District and the Association will collaborate to form a committee that shall include members chosen by the Association. The committee will be charged with reviewing Extra Duty Compensation and shall review number of participants, workload, competition/event schedules, and other factors that may affect compensation. The committee shall solicit input from members currently performing extra duties. The committee will report their findings to the District and the Association by January 31, 2013.~~

**District**

Wellness Coordinator	5%	Curriculum Committee <sup>1</sup> & Evening School	
Compensatory Time		Rate equal to the hourly	
		Rate equal to the hourly	
		rate at the A-0 salary step	
Building Talented and Gifted (TAG) Coordinators	1%	District TAG Coordinator	2%

**High School**

<b>Department Head</b>	4%	<b>Satellite Campus</b>	
<b>Class Council Advisor<sup>2</sup></b>		(no campus administrator assigned)	
<b>Approved Club Advisor<sup>5</sup></b>	1 - 4%	<b>Teacher-In-Charge</b>	10%
<b>Drama</b>		<b>Newspaper</b>	10%
Major drama productions		<b>Yearbook</b>	10%
(2 per year, musical not included):			
Head	5% each production		
Assistant	4% each production	<b>Speech</b>	
<b>Musical Production</b>	7%	Head	8%
		Assistant	4%
<b>Band</b>	15%	<b>Hospitality/Tourism</b>	8%
Musical Drama	6%	Food Instructor	
<b>Orchestra</b>	3%	Extra-duty	
<b>Vocal</b>	8%	<b>Assigned Overnight</b>	.3%
Musical Drama	5%	Trip Supervision per	
<b>night</b>			
		(maximum of 15 nights)	
<b><u>Leadership/Activities</u></b>			
Director	13%		
Leadership Council	5%	<b>Flag team Advisor</b>	4%
<b><u>Cheerleading</u></b>			
(includes travel to away games)			
Fall		<b>Dance and Drill</b>	
		Fall	
Head	8%	Head	6%
Assistant	4%	Assistant	4%

<b>Winter</b>		<b>Winter</b>	
Head	8%	Head	6%
Assistant	4%	Assistant	4%
<b>Volleyball</b>		<b>Boys Basketball</b>	
Head	16%	Head	16%
V Assistant	10%	V Assistant	10%
JV Assistant	9%	JV Assistant	9%
FR Assistant	9%	FR Assistant	9%
<b>Football</b>		<b>Girls Basketball</b>	
Head	16%	Head	16%
Defensive Coord.	11%	V Assistant	10%
V Assistant (2)	10% each	JV Assistant	9%
Head JV Asst	9%	FR Assistant	9%
Head FR Asst	9%		
Assistant (2)	8% each	<b>Wrestling (Coed)</b>	
		Head	15%
<b>Cross Country (Coed)</b>		V Assistant	9%
Head	13%	Assistant	8%
Assistant	8%		
		<b>Track (Coed)</b>	
<b>Boys Soccer</b>		Head	15%
Head	13%	V Assistant	9%
Assistant	8%	Assistant (5)	8%
each			
<b>Girls Soccer</b>		<b>Baseball</b>	
Head	13%	Head	13%
Assistant	8%	V Assistant	9%
		JV Assistant	8%
<b>Water Polo (Coed)</b>		FR Assistant	8%
Head	13%		
Assistant	8%	<b>Softball</b>	
		Head	13%
<b>Swimming (Coed)</b>		V Assistant	9%
Head	13%	JV Assistant	8%
Assistant	8%	FR Assistant	8%
		<b>Boys Tennis</b>	
		8%	
		<b>Girls Tennis</b>	
		8%	

<b>Golf (Coed)</b>	<b>8%</b>
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**Middle Schools**

<b>Athletic Coordinator</b>		<b>Student Council<sup>3</sup></b>	
Season	5%	<b>Outdoor School</b>	3%
Year	10%	<b>Team Leader</b>	5%

<b>Football</b>		<b>Boys Basketball</b>	
Head	11%	Head	7%
Assistant	8%	Assistant	5%

<b>Volleyball</b>		<b>Girls Basketball</b>	
Head	8%	Head	7%
Assistant	6%	Assistant	5%

<b>Cross Country</b>		<b>Wrestling</b>	
Coed	5%	Head	8%
		Assistant	5%

<b>Track (coed)</b>		<b>Band</b>	
Head	8%		6%
Assistant (4)	5% each	<b>Orchestra</b>	6%

<b>Intramurals</b>		<b>Vocal</b>	
	3%		6%
		<b>Drama</b>	5%
		(one major production per year)	

**Elementary Schools<sup>4</sup>**

<b>Band</b>	2%	<i>3% if assigned to two or more buildings</i>	
<b>Orchestra</b>	2%	<i>3% if assigned to two or more buildings</i>	
<b>Vocal</b>	2%	<i>3% if assigned to two or more buildings</i>	
<b>Teacher in Charge</b>	5%	<b>Building Testing Coordinator</b>	2%

1. Curriculum Committees – In-district credit for service on curriculum committees shall be awarded on the basis of one (1) hour credit for ten (10) hours uncompensated service.
2. Class advisors – An equivalent of 20% shall be provided for the high school to be distributed between class advisors, the number of advisors and the percentage paid to each will be determined by the high school.
3. Student Council – if an employee is required to supervise student council s/he shall receive one (1) period per day to do so.
4. Band, Orchestra and Choir shall be considered interchangeable in terms of credited experience (the stipend is 3% if assigned to two or more buildings).
5. Stipends for Club Advisors at the high school will be assigned using the following formula:



*(Number indicating students in club) + (Number indicating hours spent for year) + (Number indicating experience years of advisor) + (Number indicating service to school/community) / 4 = (Rounded to the nearest whole number) Stipend percentage*

# Students	# Hours	Exp.	Service/Outreach
<u>20 &lt;= 1</u>	<u>30 &lt;= 1</u>	<u>0 = 1</u>	<u>No service = 1</u>
<u>20-30 = 2</u>	<u>30-35 = 2</u>	<u>1-2 = 2</u>	<u>Limited Service = 2</u>
<u>30-40 = 3</u>	<u>35-45 = 3</u>	<u>3-5 = 3</u>	<u>Some Service = 3</u>
<u>40 or more = 4</u>	<u>45 or more = 4</u>	<u>6 or more = 4</u>	<u>Significant Service = 4</u>

### M. Early Retirement

1. When a teacher retires under the provisions of PERS, the District shall offer the option of an early retirement program which provides a monthly payment of \$600.00 for a maximum period of thirty-six (36) months.

Such monthly payments shall be in accordance with the following conditions:

- a. The teacher must be retired and receiving benefits under the Oregon Public Employees Retirement System.
- b. For employees with thirty (30) or more years total service with PERS monthly "Early Retirement Payment" shall be terminated as of the end of the calendar month in which the retired teacher dies, qualifies for Social Security benefits at age 62, or when a total of thirty-six (36) payments have been made, whichever comes first.

For employees with less than thirty (30) years total service with PERS at age 59:

- i. Early retirement payments may continue beyond age 62 (to a maximum of age 65).
- ii. The "age 62 cutoff" shall be extended by the number of years an employee is short of thirty (30) years qualified PERS service at age 59.

- c. In order to qualify for full benefits defined in this Article, the teacher must have completed at least thirteen (13) years of service from last date of hire (first day worked).

A teacher wishing to retire under PERS with less than thirteen (13) years of service may elect to do so if they have a minimum of ten (10) years of service from last date of hire. In such cases, all retirement benefits shall have the dollar amounts based on the ratio of years of service from last date to thirteen (13) years (i.e. 10/13, 11/13 or 12/13).

- d. A teacher planning to take early retirement must give notice thereof to the Superintendent at least sixty (60) calendar days prior to his/her retirement date.
  - e. Medical coverage for teacher (and spouse) may, at the teacher's option and subject to the insurance carrier's approval, be provided and deducted from the \$600.00 monthly payment.
2. The employee, at his/her request, shall have the total early retirement package extended over a longer period of time. Such extension shall not go beyond the employee's sixty-fifth (65th) birthday.

If the employee desires extended early retirement, it shall be indicated in the notice given the District in Section M.1.d of this Article.

3. Payment for Unused Sick Leave

The District will make payment for unused, accumulated sick leave for employees retiring under the provision of PERS with the following provisions:

- a. Payments shall be \$50.00 per accumulated sick leave day.
- b. Payments may be:
  - i. in a lump-sum at retirement, or
  - ii. added to the monthly stipend provided in section M,1 of this article.

- c. For those who elect to take the district payment for unused sick leave, their sick leave account shall be considered by the district at zero (0) days, and reported to PERS accordingly.

**N. Deferred Compensation Plan**

The following deferred compensation plan is available to all REA members ~~hired with a starting date of service of November 30, 2003, or earlier.~~

Members with a starting date of service of November 30, 1992, or later, may elect to participate in the deferred compensation plan or the provisions of M. **2. and** 3. ~~and 4.~~, but not both. Upon joining the deferred compensation plan, all future use of the provisions of M. **2. and** 3. ~~and 4.~~ is discontinued.

As members move up in PERS experience, from one category to the next, the District shall increase the monthly contribution accordingly if the employee matches the funds as outlined below.

Qualifications for matching funds:

Beyond full PERS retirement eligibility \$0 from District

20 + PERS years	\$50 monthly if employee matches the funds
15 - 19 PERS years	\$25 monthly if employee matches the funds
4 - 14 PERS years	\$15 monthly if employee matches the funds
0 - 3 PERS years	\$0 (Employee may choose to join with their own funds only.)

## **Article 23 Fringe Benefits**

### **A. Amounts**

- 1.** The District shall contribute to each employee of the bargaining unit, on a pro-rata basis, the following amount for the purchase of fringe benefits listed in Section B:

~~\$900 per month, effective October 1, 2011~~

~~\$925 per month, effective October 1, 2012~~

~~\$1000 per month, effective April 1, 2013~~

~~\$1100 per month, effective April 1, 2014~~

**\$1,200 per month, effective October 1, 2014**

**\$1,300 per month, effective October 1, 2015**

**\$1,400 per month, effective October 1, 2016**

- 2. In addition to the insurance contributions set forth above, the District will make the following contributions to the insurance pool set forth in Section G of this Article:**

**a. For 2014-15, the District shall contribute \$100,000 to the insurance pool.**

**b. For 2015-16, the District shall contribute \$150,000 to the insurance pool.**

**c. For 2016-17, the District shall contribute \$200,000 to the insurance pool.**

**d. These additional pool dollars may only be used to supplement out-of-pocket expenses for medical, dental, and vision insurances.**

3. In order to be effective in October ~~or April~~, the new amount will be applied the month prior to align with the change in the insurance year.
4. Health insurance coverage shall extend to the spouse, domestic partners (same or opposite sex), and/or child or children of the member.

**B. Distribution**

1. Distribution of the District contributions shall be among the various mutually approved insurance and annuity programs:
  - a. Hospital medical plan
  - b. Dental plan
  - c. Life Insurance plan
  - d. Income replacement plan
  - e. Annuities
  - f. Vision care
  - g. Any future mutually acceptable plan
2. Annuities/TSA's are removed as an option for use of fringe dollar contributions of the District for employees hired on or after July 1, 1993. Any employee in the District as of June 30, 1993, who has elected to use any portion of their fringe dollars for TSA contributions prior to the end of the enrollment period in September, 1993, shall continue to have TSA's as an unrestricted option for fringe distribution. Any employee in the District as of June 30, 1993, who has either not elected to use any portion of their fringe dollars for TSA's by the end of the enrollment period in September, 1993, or who elected by the end of the enrollment period in September 1993 but later discontinues their election, shall not thereafter have TSA's available as an option for fringe distribution.
3. **Beginning with the 2016-17 insurance year, members may spend up to one-half of the unused portion of their insurance allocation on supplemental insurance products, such as but not limited to the following: life insurance, short-term disability, and long-term disability plans. A member's unused portion of insurance allocation shall be determined by subtracting the cost of premiums for major medical, dental, and vision from the District's insurance cap. Any**

**unspent insurance amounts will then be contributed to the insurance pool set forth in Section G of this Article.**

**C. Term Life Insurance**

The District shall provide, at no cost to the employee, term life insurance in the amount of \$ 20,000, for the term of this agreement for each employee in the bargaining unit.

**D. Notification**

Members of the bargaining unit will notify the personnel office of any changes concerning how their additional monies are to be distributed during the term of the Agreement no later than September 5. New members of the bargaining unit shall notify the personnel office concerning this matter within ten (10) days of their beginning employment in the District.

**E. Employee Assistance Program**

The District will provide an Employee Assistance Program for all bargaining unit members.

**F. 125 Plans**

The District shall give access to, and information about, the District-offered 125 Plan, including dependent child and adult care, to all bargaining unit members at the time of the annual enrollment period. The plan shall allow for payment of out-of-pocket medical, vision, and dental insurance premium costs from pre-tax dollars to the full extent allowed by law.

**G. Insurance Pool**

Members opting out of major medical insurance will be limited to half of the District's monthly contribution. They will continue to be able to purchase the full slate of insurance options that they currently have with dollars allocated. Additionally, there are 19 members who, as of ~~currently (during the 2011-12 school year)~~ **were** contributing more than \$450 to the TSA. They will be grandfathered and receive the full district contribution for investment. All unused dollars will create a pool to be redistributed to all bargaining unit members. The Association and the District will meet to determine the current FTE after open enrollment, and the remaining dollars will be distributed to all members to minimize out-of-pocket expenses. Pool

calculations will be completed within seven (7) days following the open enrollment cut-off date. ~~The pool will become effective in the 2012-13 school year.~~

**H. Health Savings Account**

**If a unit member elects to participate in an HDHP (High Deductible Health Plan), the District will contribute the difference between the negotiated cap and the total premium cost of medical/dental/vision plans elected by the unit member into a qualified Health Savings Account (HAS). The difference between the premium and the cap can only be used for the HSA and not for supplemental insurance.**

**Article 25  
Reduction in Force**

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

Whenever the Board determines that a reduction in staff is necessary, it shall immediately provide the Association a layoff list. Affected employees shall be notified at least thirty (30) days prior to the effective date of the layoff. In the event of school closure due to lack of funds, the notice shall be ten (10) calendar days.

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

**A. Licensure groups will be as follows**

1. K-8 classroom teachers: Employees holding valid elementary licenses
2. Seven-12 classroom teachers: Employees holding valid secondary licenses with a subject matter endorsement
3. Specialists: Employees holding valid licenses will be eligible for retention in their endorsement area.

Those specialists who hold valid licensure to teach in a regular classroom shall be included in the classroom grouping.

**B. Reduction in Staff**

1. Reduction within each licensure group described in Section A shall be made on the following basis:
  - a. Probationary and temporary employees shall be reduced first. If further reductions in force are made within that licensure group, the reduction shall be made from among the contract employees remaining in that licensure group.
  - b. An employee possessing a broader range of licensure shall not be involuntarily transferred outside his/her current subject area assignment in order to maintain a less senior employee.



2. Criteria for Reduction:

- a. The retention of contract and probationary employees shall be on the basis of licensure and seniority. (Seniority is defined as the length of current continuous service to the District within the bargaining unit). The District may retain a member with less seniority if the District determines that the teacher being retained has more competence.

Competence shall be defined as the ability to teach a subject or grade level, based on teaching experience related to that subject or grade level in the past eight (8) years, or based on training and/or educational attainment, or both related to that subject or grade level.

If the District wishes to invoke competence as a criterion for reduction, they must first contact the individual members and ask for information regarding their educational attainments, teaching experience, training and other relevant experience applicable to the position in question.

If the District identifies a more senior individual as not meeting the definition of competence, the District will then create a training program necessary for the member to become competent. The training program will have a duration of no more than a year and may include the following: college coursework, workshops, program visitations, mentoring, and/or an evaluation plan. The member will either accept the training program as a condition of accepting the position or will decline and will thus be laid off. The District will pay the expenses related to the training program.

- b. When two or more employees have the same initial start date, seniority shall be determined by the affected employees' drawing of lots.

The District and the Association shall devise a procedure for the drawing of lots which is consistent with the provisions of ORS 342.934.

- c. Members may decline a position offered to them if they have not taught in the subject area or grade level within the past eight (8) years and not lose eligibility for recall if there is another member who qualifies for and agrees to take the position. The district will not contest the member's application for unemployment.

### C. Recall Procedure

1. Employees shall be recalled to positions they are qualified to fill when an opening occurs in the licensure group from which they were laid off. ~~If the same position exists that the employee held prior to layoff, and if said position is not held by a more senior employee, then the rified employee shall be recalled to that position.~~

Once an employee has been recalled and assigned, all subsequent assignments, ~~including consideration for his/her previous position,~~ shall be in accordance with the transfer process contained in Article 11.

**Employees displaced or recalled shall be given priority to the same position in the building/site that he/she held prior to the RIF.**

2. Recall shall be by inverse order of layoff, i.e.:
  - a. Contract employees in a licensure group shall be recalled first.
  - b. Probationary employees in a licensure group shall be recalled after the list of permanent employees in that licensure group has been exhausted.
3. Notice of recall shall be sent via certified mail to the last address given to the Human Resources office by the teacher. A teacher shall have twelve (12) calendar days from the date the notice of recall was mailed, or two (2) days from the date of verifiable contact by the District, by telephone or other means, whichever is earlier, to notify the District of his/her intent to return.

The employee must report on the starting date specified by the District, provided the reporting date is at least twenty (20) calendar days from the date the notice of recall was received. Failure to notify the District of intent to return or to return to work within the time limits shall be considered the resignation of said employee.

4. Contract and probationary employees who are laid off from the District shall be eligible for recall as outlined above for a period of twenty-seven (27) months after the effective date of their layoff unless they:
  - a. Resign. In such event a written resignation shall be sent to the District.
  - b. Fail to return when recalled as described above.

**D. Layoff Benefits**

1. The District shall extend coverage under its medical program, provided for in Article 23, for the balance of the layoff to contract and probationary employees who are laid off. The District will pay the cost of such medical premiums during the first month following layoff and such coverage may be continued by the employee under the Comprehensive Omnibus Budget Reduction Act (COBRA) provided the employee pays the premium. Employees who accept other employment shall not be eligible for the extension of group insurance coverage if they are offered medical insurance by the new employer.
2. All benefits to which an employee was entitled at the time of his/her layoff will be restored upon his/her return to active employment and the employee will be placed on the proper step of the salary schedule for the employee's current position according to the employee's experience and education.

**E. School Closure**

The employment relationship between the bargaining unit members and the District shall continue to the extent described in this Article during any period of school closure due to budget levy failure. During school closure due to lack of funds, the district acknowledges that the bargaining unit members are temporarily laid off, and agrees to recall, pursuant to paragraph C above, all teachers to regular duty promptly upon obtaining funds sufficient to resume normal operations. Employees are not paid for any days laid off.

**F. Arbitration**

In the event the District and the Association do not agree on the application of this Article, the parties agree to go directly to arbitration to resolve the dispute.

## **Article 26**

### **Student Services and Special Education**

#### **A. Definitions**

~~Those classrooms designated as Self-Contained Special Education classrooms are considered special education classes for the purposes of this article.~~

##### **Student Services:**

**Shall be defined as services and supports to ensure student success. This includes: Child Find, Section 504 plans/support, training, student safety and positive behavior supports, tutoring, homeless services, counseling and social worker services, nursing and Oregon Intervention System (OIS) training and support.**

##### **Special Education:**

**Shall be defined as the provision of services to students who have been identified as meeting one or more of the statutorily defined eligibilities. Service delivery options vary dependent on the needs of the students.**

#### **B. Special Education Unit Allocations**

Students in Self-Contained Special Education classrooms shall be counted in the building's total enrollment for the purpose of determining classroom teacher allotments, unit allocations, and specialist support services.

#### **C. Special Education Placement**

1. When the District places ~~Special Opportunity~~ **self-contained** classrooms in buildings, it shall consider the factors regarding their impact on ~~regular~~ **general education** classrooms and the mainstream possibilities in each situation.
2. When multiple placements of ~~special needs~~ students **with special needs** occur in a single classroom, the district shall review the situation and consider appropriate adjustments in class loads.

**D. Inclusion Students Administrative Procedures for Students with Special Needs**

The District shall provide employees with administrative procedures for special education that deal with:

1. Teacher representation at placement and I.E.P. meetings.
2. Training for classroom teachers involved with ~~special needs~~ **students with special needs.**
3. Development of plans of ~~action~~ **support** for ~~special needs~~ students with special needs who exhibit behavior ~~problems~~ **issues, will be communicated to the certified staff** prior to the placement of ~~these~~ **the** students in the regular classroom, as soon as is practical.
4. ~~Placement determination at an IEP meeting being contingent upon the levels of support services to be provided for a special needs inclusion student at the time of placement.~~

**E. Special Education District Support and Compensation:**

**Special Education teachers and Special Education certified itinerant staff will be compensated in the form of a stipend of 2.2% of the unit member's yearly salary (this is equivalent to four additional paid days each year) in recognition of time spent in required meetings and paperwork beyond their normal work day. This includes: Special Education teachers, Speech Pathologists, Occupational Therapists, Physical Therapists, SPED Teachers on Special Assignment, School Psychologists, and Social Workers.**

1. ~~Special education~~ Unit members who are required to conference regarding IEP's, planning for assessment and evaluation, and eligibility determination shall have a substitute provided to allow for such meetings to occur within the workday. ~~If a unit member is willing to attend such a conference that can only be held outside of the workday, such member shall be compensated at his/her hourly rate.~~

**A substitute request form** ~~This support must be preapproved by the building administrator and Executive Director of Student Services three (3) days before the date requested.~~ ~~and shall take the form of:~~

- ~~• paid additional hours at the regular rate (which may be as little as a few hours, and as much as several days),~~
- ~~• extended school year,~~
- ~~• substitute teachers to provide release time, and~~
- ~~• other possible accommodations in line with the above.~~

The District shall provide **the substitute request** appropriate application forms for teachers **unit members** requesting such support and the approval of each request shall be based on need. **(Please see Appendix C “SPED Substitute Request Form”).**

If the **substitute request** application is denied at the building and/or department level, then the unit member may appeal the decision to the Executive Director of Human Resources.

- ~~2. It is the intention of the District to provide additional reasonable support for special education teachers when time constraints warrant special consideration. Members shall receive Special Consideration Compensation by following guidelines and submitting the form attached in Appendix C.~~

**When a unit member, who doesn't qualify for the stipend in section E., is required to participate in an IEP meeting beyond their work day, they will be compensated at their hourly rate for their time.**

**In order to submit for time worked, they must submit a timecard to Student Services with a copy of the IEP meeting notice. Their name must be listed as a required member of the IEP meeting.**

#### **F. Student Services Structure Committee**

**In order to foster a more collaborative approach to delivery of student services for Reynolds School District, the District and the Association will convene a committee that is comprised equally of RSD and REA representatives chosen separately by each party to this agreement who represent a wide variety of services delivered. The charge of this committee will be to review best practices for working with students with disabilities, homelessness and /or social service needs and collaborative planning around such**

**services. It may include review of curriculum, staffing needs, the structure of services offered, best practices and/or approaches to working with students with disabilities, homelessness and/or social service needs. This committee will serve in an advisory capacity to both the District and the Association with the understanding that any changes to this agreement are subject to negotiation. This committee shall meet at least quarterly each year.**



## **Article 27** **Class Workload**

### **A. Guidelines**

The recommended guidelines for class workloads in the Reynolds School District shall be as follows:

K - 3	25 <u>18-22</u> students
4 - 6	28 <u>22-26</u> students
7 - 12	*160 students (total load)

An effort shall be made to balance individual sections of like classes.

~~Special Education: Special education teachers may request the Student Services Director to review and forward concerns about class load to the class load committee. The District will develop guidelines for determining an appropriate work load for special education teachers by the beginning of the 1995-96 school year.~~

~~English Language: ELL teachers may request the Coordinator of the ELL Department to review and forward concerns about class load to the class load committee. The District will develop guidelines for determining an appropriate work load for ELL teachers by the beginning of the 2006-07 school year.~~

### **ELL Student Instruction and Services Structure Committee**

**In order to foster a more collaborative approach to the delivery of instruction and services for Reynolds School District, the District and the Association will convene a committee that is comprised equally of RSD and REA representatives chosen separately by each party to this agreement who represent a wide variety of levels and services delivered. The charge of this committee will be to review best practices for working with students who are learning English as a second language and collaborative planning around such instruction and services. It may include review of curriculum, staffing needs, the structure of services offered, best practices and/or approaches to working with students who are learning English as a second language. This committee will serve in an advisory capacity to both the District and the Association with the**

**understanding that any changes to this agreement are subject to negotiation. This committee shall meet at least quarterly each year.**

\* except in cases provided for in Northwest Accreditation recommendations

The Guidelines in Section A are not subject to the grievance process in Article 12.

**B. Procedure**

By the third week of September, the building administrator shall submit to the Executive Director of Human Resources any requests for class load relief. Such requests shall indicate what steps have been taken at the building level to alleviate overloads (i.e. balancing classes, creating splits) and shall include current information regarding the impact of mainstreaming or other special needs which may impact the classroom.

These requests shall be reviewed by a committee of four (4) consisting of the Executive Director of Human Resources, one other person appointed by the administration, and two (2) persons appointed by the Association. The Superintendent or designee will seek input from the building administrator where the request originated. This committee makes recommendations to the Superintendent.

The building administrator shall forward to the District review committee the requests of individual staff members who feel their needs have not been addressed by the building request.

In reviewing class load relief requests, the committee shall consider: recommended class loads, physical limits of the building and room, socio-economic factors which impact the school, student safety, special needs students as well as the information submitted by the building administrator.

Prior to the first board meeting in October, the Superintendent shall make recommendations to the school board regarding class load relief and shall include in that recommendation whether the committee advising the Superintendent referenced above agrees with or does not agree with the

Superintendent's recommendation. Members of the committee are free to express their own opinions to the Board either in person or in writing.

**C. Limits**

The above is not intended to: 1) Limit the District's ability to provide class load relief at other times of the year. 2) Limit the District to the amount indicated in the budget when funding class load relief.

## Appendix D Progressive Discipline Measures

The corrective actions in the progressive discipline measures are a process to be used when employees are not meeting District standards in a non-instructional area. The goal of the corrective action is to improve the individual's performance to meet District standards and expectations. Progressive discipline may begin at any level that is appropriate related to the nature of the offense. Steps in progressive discipline should include but are not limited to:

### Non-Disciplinary Corrective Actions

1. Oral Feedback
2. Meeting Summary
3. Letter of Expectation

### Disciplinary Corrective Actions

1. Verbal Warning with Meeting Summary
2. Letter of Reprimand
3. Suspension
4. Termination of Employment

All disciplinary corrective actions should be accompanied by a meeting summary that includes the observed behavior or action that does not meet district standards, the impact of the behavior on others, the expected behaviors for meeting district standards, assistance to be given to support improvement, a clear timeline for check-ins and evaluation, and possible consequences of failure to improve. The licensed staff member shall be entitled to representation at any meeting involving corrective action and shall be given prior written notice of the reasons for such a meeting.