



Collective Bargaining Agreement

Between

**Reynolds Education
Association**

And

Reynolds School District

2020-2021

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Preamble

A. Parties

This Agreement is entered into between the Board of Education on behalf of the Reynolds School District No. 7, Multnomah County, Fairview, Oregon, herein referred to as the "Board" or "District," and the Reynolds Education Association herein referred to as the "Association".

B. Intent

The intent of this Agreement is to set forth and record herein the basic and full agreement between the parties on those matters pertaining to wages, hours and conditions of employment for teaching personnel included in the bargaining unit.

C. Application

Both parties agree that the provisions of this Agreement shall not be applied in a manner which is inequitable.

Article 1 Recognition

A. Association

1. The Board recognizes the Association as the exclusive bargaining representative on wages, hours and conditions of employment for all licensed teaching personnel in the bargaining unit of the District.
2. The Board agrees not to negotiate or otherwise deal with any other employee organization other than the Association, through its designated representative during the term of this Agreement, provided that if another employee organization is lawfully recognized or certified as the exclusive bargaining representative pursuant to ORS 243.666, the Board may negotiate with such organization regarding changes in salaries, hours, terms and conditions of employment, to become effective after the expiration of this Agreement.

B. Board

The Association recognizes the Board as the duly elected representative of the people and agrees to negotiate only with the Board through the negotiation spokesperson officially designated by the Board to act on its behalf.

C. Exclusions

Supervisory, confidential employees and other employees as defined by Oregon statute, and classified employees are specifically excluded from the bargaining unit.

D. Restrictions

It is agreed that neither party, nor any of its members, will attempt to negotiate privately or individually with anyone but the authorized representative of the other party on matters pertaining to wages, hours and other conditions of employment.

Article 2

Negotiations Procedure

A. Procedures

Not later than February 1 of the school year in which this Agreement expires, the parties shall meet on a mutually agreed date for the purpose of establishing ground rules, reaching agreement on any procedures necessary for the negotiation of a successor agreement which are not hereinafter provided and to fix a date for the exchange of proposals in the agreed upon format.

B. Composition of Negotiation Teams

The composition of the negotiation teams shall be left entirely to the discretion of the respective individual parties.

C. Publication of Agreement

Upon conclusion of all negotiations, the successor agreement reached between the parties shall be reduced to writing and signed by:

1. The Association President and negotiations team.
2. The Reynolds School Board Chairperson and negotiations team.

There shall be two official signed copies of the final Agreement for the purpose of records. One shall be retained by the District and one by the Association. After ratification of this Agreement, the District agrees to post a copy of the Agreement on the District website within thirty (30) days. The District shall also provide hard copies for unit members, upon request.

Article 3

Miscellaneous

A. Agreement Modification

This Agreement shall not be modified in whole or in part by the parties except by written memorandum(s) of understanding mutually agreed upon and duly signed by both parties. As soon as practical, any modification of this Agreement shall be posted on the District website.

B. Compliance Between Individual Agreement and Master Agreement

Any individual agreement between the Board and an individual unit member heretofore or hereafter executed shall be subject to and consistent with the terms and conditions of this Agreement. If an individual agreement contains any language inconsistent with this Agreement, this Agreement—during its duration—shall be controlling.

C. Separability

If any provision of this Agreement is held to be invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any provisions should be restrained by any such tribunal, the remainder of this Agreement shall not be affected thereby, and upon the request of either the Board or the Association President, the parties shall enter into negotiations for the purpose of attempting to arrive at a mutually satisfactory replacement for such provision.

D. Subheadings

The articles and paragraph headings in this Agreement are for reference purposes only and shall not affect in any way the meanings and interpretations of this Agreement.

E. Continuance Clause

If the successor agreement has not been signed by both parties prior to the expiration date of this Agreement, this Agreement shall remain in effect during negotiations for a successor agreement. This Agreement ends at the end of the thirty-day cooling off period.

F. Benefits for Part-Time Unit Members

Any benefit, including tuition money, to which eligible unit members are entitled under the provisions of this Agreement shall be granted on a prorated basis for less than full-time unit members.

G. District Email System

The District email system shall be considered an official form of communication for departmental, District and school business. Unit members are expected to have an up- to-date District email account and to check it at least daily on contractual days for departmental, District and school communications.

H. ESSA

The parties acknowledge that Federal and/or State changes in the law ~~may~~ have an impact on bargaining unit members. Prior to implementation, the District will collaborate with the Association on any decisions or changes that may impact bargaining unit members' terms and conditions of employment. This shall not limit the District's right to implement changes, subject to its obligation to bargain pursuant to Oregon law.

Article 4

Association Rights and Privileges

A. Information

Upon request, the Board agrees to make available to the Association all public records necessary for its functioning as exclusive bargaining agent. The Association agrees to pay any costs incurred by the District to supply requested information that is not produced in the District's ordinary course of business.

B. Bulletin Boards

The Association shall have, in each school building, the use of a portion of an existing bulletin board in each staff room.

C. Mail Facilities and Mailboxes

The Association shall have the right to use the inter-school mail facilities in accordance with postal regulations and school mailboxes so long as all mail or material is identified as Association business.

D. Fall Orientation Program

1. On the fall orientation day, the District shall not schedule any meeting prior to nine o'clock AM (9:00 AM) for new unit members so that they may, if interested, attend an Association-sponsored breakfast.
2. Upon request, the Association will be given up to fifteen (15) minutes to make announcements and distribute materials at the District-wide meeting held during the orientation/in-service at the beginning of the school year.

E. Roster

By November 1 of each year, the District shall provide to the OEA an electronic database of each employee in the bargaining unit (both active and non-members) that includes name, employee ID number, first date of service, FTE, classification or title, PERs classification, worksite (i.e. check location), position on the salary schedule, and residential address and phone number (unless requested to be withheld by the employee). Whenever a new employee is hired into the bargaining unit, the District shall provide this information within thirty (30) days of hire.

F. New Unit Member Information

The Association will have the right to have placed in the District Personnel information package to all new unit members a letter prepared by the Association, informing said unit members that the Association is recognized as the exclusive negotiating representative for all licensed employees in the Reynolds School District. In addition, Association representatives shall have the right to attend any new member orientations held throughout the year and to provide relevant association materials and information.

G. Use of School Buildings

The Association and its representatives, including representatives for Association sponsored unit member benefit programs who are guests of REA building representatives, shall have the right of access to school buildings, including meetings with unit members during their duty-free lunch period, providing there is no interference with school or community programs. Upon arrival, the representative will notify the office of his/her presence. The Executive Director of Human Resources will be notified in the event the Association wishes to hold a general meeting in District buildings.

H. Right to Speak at Meetings

Upon request, an Association representative shall be granted a period of up to ten (10) minutes to make announcements at any staff meeting. Longer presentations are permissible if approved by the administration.

I. Association Representative

The Association may designate representatives for each building to function as the Association representative on matters relating to contract maintenance. The District agrees to permit the individual to function as an Association representative during the workday if the activities do not interfere with or interrupt his/her own work assignments nor the assignments of other employees.

J. Use of Electronic Communication

Representatives of the Association will have the right to use school phones, FAX machines and other forms of electronic communication relating to Association business, in so far that such use by the Association would not interfere with District operations. The Association shall be liable for additional costs in connection with such use.

K. Association Leave

1. Unpaid leaves of absence for up to two (2) years in increments of no less than a semester shall be granted, upon request, for the purpose of serving as an officer of the NEA/OEA/REA or on its staff. This leave shall be extended for as long as the unit member is serving as an officer in NEA/OEA. No more than the equivalent of two (2) full time leaves will be granted per year.
2. If a qualified replacement is available, the District agrees to release the Association President for the equivalent of one-half teaching time on a schedule that is mutually agreeable to the District and the Association. The full cost of the temporary replacement, including salary, payroll costs, and insurance benefits, will be paid by the Association. The Association President shall be considered a full-time unit member with all the benefits of a full-time unit member under this Agreement. In the event that the Association President is not released half time, if qualified substitute(s) can be found, there will be up to forty (40) days available for use by the President for Association work on a regular schedule mutually agreed upon by the Association and the District.
3. An additional twenty-five (25) days of release time will be granted, usable by unit members in not less than half-day portions upon approval by the President. The Association shall reimburse the District for the cost of substitutes, including salary and payroll costs. Additional days may be granted upon mutual agreement between the District and the Association.
4. If the District needs to meet during the workday with unit members who are Association leaders, the District shall release the unit members without loss of pay.

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 unit member his/her rights under the Constitution and Laws of the United States and the State of Oregon.

C. Required Meetings or Hearings

Whenever any unit member 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 unit member shall be given prior written notice of the reason(s) for such a meeting and shall be entitled to have present an Association representative of his/her choosing.

D. Evaluation of Pupils

1. The teacher or licensed unit member 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 unit member, unless unavailable, and the approval of the Superintendent of the District. The teacher or licensed unit member 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 or licensed unit members may use paraprofessionals instructionally only to provide instructional assistance under the direct supervision of the licensed teacher or unit member and not as a substitute for the licensed teacher or unit member.

E. Just Cause

No unit member shall be disciplined without just cause. In applying discipline, the District shall conduct a fair and objective investigation and, as appropriate, utilize progressive discipline. All information forming the basis for disciplinary action will be made available to the unit member and the Association. 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 unit members or the non-renewal of probationary unit members' 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 unit member 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 unit member shall be dismissed without due process. Due process for the purpose of this Article is defined as:

1. The unit member will be told the reasons and given the information forming the basis for such action prior to any final action.
2. The unit member will have the opportunity to respond to the charges.
3. The unit member will have an opportunity to discuss the matter with his/her supervisor.
4. Upon request, the unit member shall be allowed to be heard by the Board prior to the Board taking an action on a recommendation for

dismissal.

5. The unit member shall have the right of Association representation. The unit member 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 a unit member 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 unit members are performing at an acceptable level.

- a. Evaluation of unit members shall be done on the 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. Recognizing that the Association and the District have developed and agreed to the evaluation cycles and procedures (sections 2 and 3) as described in the District Professional Development and Evaluation Program, any adjustments in Board policy or administrative procedure related to the program shall require the participation and agreement of both parties.

2. Evaluation Cycles

- a. The determination of the length of the evaluation cycle for unit members, including any changes to the length of the cycle shall be determined using the procedures outlined in the District Professional Development and Evaluation Program.
- b. It is expected that while unit members on multi-year cycles would only be given a formal evaluation at the completion of that cycle, regular observations (including feedback) would continue.

3. Evaluation Procedure

The procedure for all unit members shall be set forth in the District Professional Development and Evaluation Program and shall include:

- a. An annual goal-setting conference with the administrator assigned to evaluate them. Goal setting shall be based upon the unit member'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 unit member in Collaborative or Directed Improvement status (as outlined by the District Professional Development and Evaluation Program), the goals shall be determined by the Superintendent or designee.
- b. At least one formal observation per evaluation cycle shall be preceded by a pre-observation conference. A post-observation conference, including a written assessment provided to the unit member, will 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.
- c. A summative evaluation conference with the administrator assigned to evaluate the unit member. The District recognizes that the summative evaluation of a member is the culmination of an ongoing process that includes assessment and feedback to the unit member. Administrators shall make the unit member aware of performance issues that arise prior to rating the unit member as "needs improvement (2)" or "unsatisfactory (1)" in that performance area on the summative evaluation.
- d. Specialists
One administrator will be assigned as the primary evaluator for any specialists whose assignments include two (2) or more buildings. The designated administrator will complete the goal setting process with the licensed staff member, as outlined in the District's 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 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.

A TOSA or any other unit member shall not be involved in the evaluation of unit members.

4. Plan of Awareness

Should concerns be noted about a unit member's classroom performance, then the District will initiate a Plan of Awareness using the procedures and forms outlined in the District's Professional Development and Evaluation Program.

5. Program of Assistance

a. Procedure for Placement on a Program of Assistance

- i. A unit member who has been declared as not meeting District standards and/or Oregon State Statutes 342.835, 342.865 may be placed 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 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 unit member's placement on a Program of Assistance results from substandard classroom performance, a minimum of two formal observations, with written assessments, shall precede such action.

- iii. During a conference the administrator shall give the unit 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 unit 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. The completed Program of Assistance shall be reviewed by the Superintendent or designee. If there is any disagreement regarding the Program of Assistance, it shall be resolved by the Superintendent 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 monitoring progress during the Program, the assistance to be offered (including the opportunity to request outside administrative observations), the timeline for improvement, and completion of the Program.
 - iii. The Superintendent or designee 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.
 - iv. Any modification to the Program of Assistance by the evaluator shall not be implemented without first communicating with the unit member and the authorized Association representative.
 - c. Procedure for the Resolution of Program of Assistance Status
 - i. If the unit member has demonstrated compliance with stated recommendations to meet performance standards, as determined by the evaluator, the unit member shall be

removed from the Program of Assistance category. Upon successful completion of a Program of Assistance, the District shall notify the unit member and the Association of that fact in writing within five (5) working days.

- ii. 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 unit 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 unit member has failed to be removed from the Program of Assistance by March 1 of that year, the only resolution is termination.
- iii. When a unit 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.

6. 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.

7. Representation

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

8. Monitoring of Evaluation Process

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 unit members and will make recommendations to the District and the Association regarding adjustments to the program. These

recommendations will be submitted no later than May 1st of each year during the duration of this agreement, to both the District and the Association for consideration. In accordance with Section H.1.b, any action regarding these recommendations shall require negotiation by and agreement of both the District and the Association.

I. Personnel Files

1. Unit members 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. Working files may be kept by building administrators. Unit members and/or their Association representatives shall have the right, upon request and in the presence of the administrator, to review the contents of the building working file and to receive copies of any documents contained therein.
3. Any material that could be construed as negative will not be placed in the District personnel file unless the unit member has had an opportunity to review the material. The unit member 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 unit member 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.
4. Access to a unit member'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 unit member 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. A unit member shall be informed in writing of the complaint.
- b. The building principal or his/her designee shall meet with the unit member to discuss the complaint. The unit member will receive a copy of the complaint at or before this meeting. Any complaint shall include the following information: name of the unit member against whom the complaint is made, the date and nature of the complaint, and the name of the complainant.
- 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 any negative evaluation or disciplinary action occurs as a result of a complaint, 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. The District will notify the unit member of the disposition of the complaint in a timely manner. The unit member shall have a right to attach a written response to any document that is placed in the personnel file as a result of a complaint.

3. General Provisions (These apply to both informal and formal processes.)
 - a. Oral or anonymous complaints shall not be:
 - i. used by the district as a basis for discipline unless independently corroborated evidence is obtained through the investigation;
 - ii. reflected in the unit member's evaluation or be placed in the unit member's personnel file unless independently corroborated evidence is obtained through the investigation;
 - iii. shall not be submitted as a formal complaint by the administrator on behalf of the complainant.
 - b. Any party involved in the complaint process shall be assured freedom from criticism, discrimination, or reprisal in processing a complaint.
 - c. The unit member shall have the right to Association representation of his/her choice in any meeting involving a complaint.

K. Final Evaluation

A final written evaluation of a unit member who leaves employment with the District at the conclusion of the school year, will be mailed to the unit member upon completion.

L. Personal Life

The personal life of a unit member is not an appropriate concern of the District unless it interferes with the unit member's contractual responsibilities. The personal property of unit members shall not be subject to search by any district representative without a search warrant or prior approval of the unit member, 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.

Unit members who notice unsafe or hazardous conditions in their work environment may report such conditions to their supervisor or on the Safety Input Form, which will be routed to the Building Administrator and the designated District office official. A copy of the form will be completed by the designated District official and returned within two (2) weeks to the unit member 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. Updates shall be provided during the course of the investigation as available via the Building Administrator as received from Facilities staff. If the District is the entity creating the written report, then it shall include the following: findings and results; any action needed to mitigate the condition(s) in question; and a timeframe for expected completion of any work deemed necessary to remedy the condition(s). Should the unsafe or hazardous conditions result in an Oregon Health and Safety Administration (OSHA) investigation, then a copy of the findings of the investigation shall be provided to all unit members who work at the affected site.

N. Anti-Discrimination

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. Student Performance Data

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.

Article 6 District Rights

A. Legal

The parties jointly recognize that pursuant to ORS 332.070 to 332.075 and ORS 332.105 to 332.107, the Board has the responsibility for formulation and implementation of policies and rules governing the educational program and services of the District. No delegation of such responsibility is intended or to be implied by any provisions of this Agreement.

B. Authority

The parties agree that the District retains all the customary, usual and exclusive rights, decision-making, prerogatives, functions, and authority connected with or in any way incident to its responsibility to manage the affairs of the District or any part of it, consistent with ORS Chapter 336. Rights of employees in the bargaining unit and the Association are limited to those set forth in this Agreement or provided by Oregon Statute, and the District retains all prerogatives, functions, and rights not limited by the terms of this Agreement or by Oregon Statute.

C. Limits

Nothing in this Agreement shall limit in any way the District's contracting or sub-contracting of work or shall require the District to continue in existence any of its present programs in its present form and/or location or on any other basis or to discontinue completely.

Article 7 Employee Work Year

A. Standard Contract

The standard contract year for unit members who have been previously employed in the District shall be one hundred eighty-six (186) days. The standard contract year for new unit members shall be one hundred eighty-seven (187) days. Total instructional hours shall not exceed 101.714% (178/175) of the hours required by the state at any level. All days counted by the District toward the state required hours shall be counted toward the instructional hours total.

B. Distribution of Contract

The one hundred eighty-six (186) day contract period shall consist of:

1. One hundred seventy-four (174) – Pupil Instruction Days
These days shall include conference days that are counted toward the total state required instructional hours. Should the District schedule Proficiency Days, which are intended to provide students with opportunities to relearn or reattempt demonstration of knowledge of content standards, such days shall be included within the 174 pupil instruction days.
2. One (1) – Conference Prep Day (K-12)
This day, should the District schedule conferences, is to be member-directed and utilized by members to prepare classrooms and materials, grade/evaluate student work, enter/analyze data, and/or voluntarily meet with other members to collaborate in preparation for conferences.
3. Four (4) – Staff Development Days
In the event the District schedules a second set of conferences, one-half (½) day shall be converted from a staff development to a conference prep day.
4. One (1) – Mid-Year Planning (K-12)
There shall be no required District and/or building staff meetings on this day. Building administration may disseminate a menu of options/topics for unit members to consider. These days are to be unit member directed and utilized by unit members to enter/analyze data,

prepare materials and/or lessons, and/or voluntarily meet with other unit members to collaborate.

5. One (1) – Fall Pre-Instructional Workday
This day is to be used by members to prepare classrooms, materials, and lessons. There shall be no required District and/or building staff meetings on this day.
6. One (1) – Summer Post-Instructional Day
This day is to be used by members to put away/organize classrooms, materials, and check out with administration. There shall be no required District and/or building staff meetings on this day.
7. Four (4) – Pupil Evaluation and/or Course Development Days
There shall be no required District and/or building staff meetings or duties on these days unless they have been mutually scheduled with the Association. These days are to be member-directed and utilized by members to grade/evaluate student work, enter/analyze data, prepare materials and/or lessons and/or voluntarily meet with other members to collaborate.

C. Calendar Development

Prior to winter break, the calendar committee, including at least three members appointed by the Association, shall establish the employee work year calendars, including the first and last employee contract days and the dates for winter and spring breaks for the following year. The Board shall take action on these dates in the month of February.

The proposed calendars, including instructional, grading, in-service and conference days, shall be given to the Association by April 1, of each year for the purpose of identifying negotiated days and receiving Association recommendations regarding non-negotiated days. The Association shall have at least two (2) weeks to review the calendars prior to adoption by the board.

Calendars for any alternative programs and calendars that operate beyond the regular school year shall be developed with staff involvement and be reviewed by the Association.

D. State Inservice Day

The State Inservice Day shall be a non-contract day. Any teacher directed in writing to attend a conference or workshop or required to work by an administrator will be compensated in accordance with Article 22(d).

E. Early Release/Late Arrival

Early release and/or late arrival days for students may be designated by the District. These will be used for the purposes of staff development and/or training, application/implementation, collaboration, planning, or collaborative preparation of curriculum/lessons specifically tied to the staff development. One (1) early release/late arrival day per quarter shall be unit member-led in accordance with the developed building plan and for the purposes described above. In months when there are five (5) early release/late arrival Mondays, the 5th Monday will be unit-member directed. Prior to the start of the school year, the Administration and the Association will collaborate to plan the priorities, content and scheduling of these days. In addition, building administrators will create a process for collecting staff input and suggestions as to the content of such days, including opportunities for implementation. On early release days, any planned activities will not start until twenty (20) minutes after student dismissal. On late arrival days, any planned activities will end fifteen (15) minutes prior to the start of school.

Article 8 Emergency Closure

A. Reporting to Work

In the event of school closure due to emergency conditions, unit members will not be required to report to work. For the purpose of this section the term “emergency conditions” includes, but is not limited to, inclement weather closures, power outages, floods, fires, locusts, roof collapse and any other similar emergencies.

B. Remaining on Duty

If emergency conditions have been declared during the workday, the unit member will remain on duty until the pupils have been safely transported home, as determined by the building administrator.

C. Individual Rights

The District and the Association will form a committee for the purpose of writing procedures and/or plans to address situations in which an individual teacher or teachers feel unsafe (in an emergency situation) to the extent that an individual response and possible accommodation is warranted.

D. Calendar Adjustments

If the number of required instructional hours or days falls below the minimum required by the Oregon Board of Education for state funding support, the calendar shall be adjusted. If four (4) or more inclement weather or emergency closure days are declared, the District may reinstate all but two (2) days. The scheduling of any reinstated days will be made by mutual agreement of the Association and the District. These will be days added to the calendar and not scheduled professional development or other workdays.

Article 9

Teaching Hours

A. Length of Workday

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

1. Individual school hours for unit members may be adjusted to accommodate needs, including required instructional hours, as determined by the building administrator with input from the unit members in that building.
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 unit members 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 unit member work-day schedule shall include:

1. Duty free lunch at all levels—minimum of a continuous thirty (30) minutes uninterrupted, 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 unit member.

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, preparation time, and coverage of preparation time.

Classroom Teachers grades 6-12 — one (1) 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 trade time within the student contact day. Such time shall count as trade 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. Prior to the start of school each year, the building administrator shall gather input from the counselor(s) assigned to the building prior to determining the counselor’s schedule for the year.

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, then the content of these preparation coverage periods shall consist of

counseling-related curriculum.

5. Job sharing assignments: The District will endeavor to assign preparation time on a basis that will equalize the unit members' 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 unit members 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. Unit members 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 member's responsibility to build appropriate prep time into her/his schedule.

C. Number of Preparations

The District shall, whenever possible, without having to 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.

D. Parent Teacher Conferences

1. The time, provided for conferences within the workday, shall be sufficient to allow the unit member 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 unit members may then schedule trade time within their conference week.
2. The building administrator may require unit members 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 unit members may then schedule trade time within their conference week.

E. Meetings

1. It is intended that all building meetings shall be scheduled within the workday 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 unit members.

F. Trade Time

1. Trade time shall be defined as paid release time that, upon prior approval of an administrator, is provided to a unit member 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 workday.
 - b. Whenever a unit member is given additional supervisory responsibilities within the workday, beyond his/her regular assignment unless resulting from a personal emergency.

2. Unit members will notify the administrator at least twenty-four (24) hours in advance when trade time is being used.
3. The administrator shall make every effort to arrange adequate opportunities for use of accrued trade time. If the unit member feels the arrangements for providing trade time are not adequate, s/he may request they be reviewed by the district office.
4. Trade time is not 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.
5. All 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.), and/or events up to three (3) times per school year without trade time.
 - a. These three (3) after-school activities, meetings, and/or events shall be scheduled by September 30th of each year.
 - b. In the event the District needs a unit member to return for more than three (3) after-school activities, meetings, and/or events, then the District shall meet the following conditions:
 - i. Seek volunteers first.
 - ii. The program/event must pertain directly to the unit member's assignment.
 - iii. If a requested unit member is unavailable, then the District and Association will work together to provide coverage for the event.

In such cases, the unit member shall be compensated at their hourly rate or receive trade time, at their choice. Any additional after-school activities, meetings, and/or events shall require thirty (30) days' notice.

- c. Unit members who work less than full-time shall receive 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.

G. 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.).

H. 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 10

Professional Development

The District and the Association mutually recognize the importance and benefits of providing meaningful in-service/professional development training to employees.

Therefore, District-wide in-service needs shall be identified by a district committee. This District committee shall also include representatives selected by the Association. Committee tasks will include needs assessments of teachers and administrators, correlation with District goals and the gathering of evaluation data for each in-service/professional development training that occurs in order to assess the effectiveness of the professional development program.

Individual/site in-services shall be planned at the site level, with school and District goals serving as a reason for any decisions. Individual site training shall be planned by a site committee that includes representatives selected by the Association representative(s). In addition, some planning responsibility may include the Site Council if the proposed training is part of the Site Council's planning process. Individual sites shall also conduct a needs assessment of site licensed staff for planning, as appropriate.

None of the above shall negate the responsibility of the District or District departments from providing required trainings or in-services deemed necessary by the District, or required by law, for the appropriate delivery of instructional services.

Article 11

Unit Member Assignments, Vacancies, and Transfers

A. Assignments

Tentative assignments for the following school year shall be made prior to the last day of the school year, subject to changes due to enrollment, program changes, financial resources of the District and personnel needs. Prior to assigning newly hired unit members, all current unit members shall be assigned to a position that is within their area of licensure. All unit members shall be notified of any changes in the tentative assignment as soon as such information becomes available. The Association shall be given copies of tentative assignments prior to the beginning of each school year. It is understood that all unit member assignments are at the discretion of the District, subject to terms of this agreement.

B. Specialists

Specialists' assignments will be developed by the appropriate administrator after eliciting input from the unit members involved. Tentative assignment for the following year shall be made at least one (1) week prior to the last day of the current school year. Assignment changes after said date shall be based upon demonstrated district need.

C. Definition of Vacancy

A vacancy shall be defined in the Agreement as any opening that the District intends to fill created by any of the following circumstances:

1. A newly created position.
2. Any opening(s) created by transfer, termination, or reassignment.

D. Notification of Vacancies

Notification of all vacancies will appear on the District website. Vacancies will remain on the District's website for a minimum of five (5) days. All postings will indicate a specific deadline for application, a definition of the position and the expected duration of the position. In-District applicants who are properly licensed for a position will be interviewed for positions for which they applied before a selection is made. Upon request of the applicant, a meeting will be held with the principal and/or the Executive Director of Human Resources to discuss the reason(s) for non-selection. The applicant

may be accompanied by his/her Association representative. A list of all in-District applications will be forwarded to the president of the Association.

E. In-Building Change in Assignment

Unit members who desire a change in grade level and/or subject assignment within their currently assigned building will submit such requests to their building administrator and will have an opportunity to discuss their preferences prior to assignments being made for the upcoming school year. This process shall occur prior to the established District-wide transfer period.

F. Voluntary Transfer

Unit members who desire a change in grade and/or subject assignment to another building may file a written statement of such desire not later than March 1 with the Executive Director of Human Resources.

Such statement will include the grade and/or subject to which the unit member desires to be assigned and the school or schools to which s/he desires to be transferred in order of preference. If an opening is for the following year and is posted prior to March 1, a unit member will have five (5) workdays to apply for a transfer to that position. After the District has reviewed all properly licensed in-District candidates, the District may fill the position with one of these candidates or open the position to the outside and hire a new unit member. Where vacancies do not exist and mutually agreed transfers are desired, they will be taken into consideration. After April 1, unit members will continue to be eligible for transfer but must apply for each opening in which they are interested in accordance with Section D above.

A unit member filing a written statement of desire for transfer shall not be selected for an involuntary transfer by virtue of such filing. This shall not eliminate the unit member for selection for involuntary transfer based on normal selection criteria.

G. Involuntary Transfer

Whenever an involuntary transfer is necessary, based upon a change in building enrollment, programs or other needs as determined by the District, the following criteria for selecting the appropriate transferee shall be applied:

1. Area(s) of certification and/or accompanying experience.

2. Length of service in the District.
3. Instructional requirements.
4. District personnel needs.
5. When two or more unit members are equally qualified by licensure and seniority, and if there are no instructional requirements or stated District personnel needs, retention in the position shall be determined by the affected unit members' drawing of lots.

The District and the Association shall devise a procedure for the drawing of lots.

6. Written notice of an involuntary transfer will be given to the unit member at least ten (10) school days prior to the effective transfer date. Upon receipt of this notice, the unit member may make a written request to the Executive Director of Human Resources for a written explanation for the transfer.

Transfers that occur prior to the end of September, but after the commencement of the school year may be made with less than ten (10) days' notice. However, this exclusion in no way abridges the right of the transferee for adequate time for a review of the decision by the Executive Director of Human Resources with the unit member and, if desired, his/her Association representative.

7. Whenever a unit member is involuntarily transferred and there exists at least two vacancies available for transfer, the transferee will have the opportunity to make known to the appropriate administrator his/her preference(s) regarding the new assignment.
8. Unit members involuntarily transferred because their position is being reduced or eliminated will be given priority in the placement process at this or the next available transfer opportunity. If a similar non-temporary position becomes available within three (3) school years of the involuntary transfer at the unit member's previous worksite for which s/he is qualified, then the unit member shall have the option to accept the assignment.

9. It is the intent of the District that all assignments shall be final by the end of the first quarter. Changes in assignments after the end of the first quarter shall occur only if unusual enrollment patterns or staffing changes dictate. When such change is being considered, it shall be reviewed with all affected unit members and with the Association before a final decision is reached.
10. The District, where possible, will endeavor not to subject a unit member to an involuntary transfer more than twice in five (5) years, except in a case of reduction of force.
11. All involuntary transfers will be reviewed by the Executive Director of Human Resources with the unit member, and, if desired, his/her Association representative.

H. Changes in Assignment:

1. Unit members are to be notified by the building administrator as soon as these changes in assignment are known.
2. Days (based on the unit member's workday) will be provided to accommodate change(s) in the following situations:
 - a. Unit members who are transferred to another building shall be provided with two (2) days. All unit members who transfer to another building shall be provided with physical assistance.
 - b. Unit members who are subject to an involuntary in-building change in room assignment shall be provided with one (1) day.
 - c. Unit members who are subject to an in-building change in assignment that occurs during the work year and which involve a grade level change or a change in fifty percent (50%) or more of the teaching assignment shall be provided with one (1) day.
3. Days may be taken in the form of release time, trade time or pay at the unit member's daily rate, at the discretion of the unit member in consultation with the building administrator.
4. If a unit member's assignment is to be changed, there will be a review

by the Superintendent/designee or the Executive Director of Human Resources upon written request of the affected unit member. The Superintendent/designee or the Executive Director of Human Resources will give a prompt written response including his/her decision and rationale.

Article 12

Grievance Procedure

A. Definitions

1. Grievance—A "grievance" is a claim by an employee or the Association based upon the interpretation, application, or violation of this Agreement.
2. Grievant—A “grievant” is the person or persons or the Association making the claim.
3. Party-in-interest—A "party-in-interest" is the person or persons making the claim and any persons who might be required to take action or against whom action might be taken in order to resolve the claim.

B. Purpose

1. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems of contract administration which may from time to time arise affecting employees. Both parties agree that these proceedings will be kept informal and confidential as may be appropriate at any level of the procedure.
2. Nothing contained herein will be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the administration, and to have the grievance adjusted without intervention by the Association, provided that the adjustment is not inconsistent with the terms of the Agreement.

C. Procedure

1. Time Limits
Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. Time limits may be extended by mutual written agreement, or for as long as qualifying discussions are occurring.

Either party may determine that the informal discussions have reached an impasse, at which time they will notify the other party in writing. Time limits will then begin on the next workday.

2. Year-End Grievances

In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, and if left unresolved until the beginning of the following school year could result in irreparable harm to a party-in-interest, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable.

3. Level One—Principal or Immediate Supervisor

- a. The Grievant shall first discuss it with his/her principal or immediate supervisor (with the presence of a designated Association representative, if requested), with the objective of resolving the matter informally.
- b. If the grievance is not resolved informally, it shall be reduced to writing by the employee who shall submit it to the principal or the immediate supervisor. If the employee does not submit his/her grievance to the principal or immediate supervisor in writing within twenty (20) school days after the facts upon which the grievance is based first occur or first become known to the employee, any grievance shall be deemed waived. The Grievant may be accompanied and represented by a designated Association representative of his/her choice when presenting the written grievance.

The principal or immediate supervisor shall reply in writing to the Grievant within five (5) school days after receipt of the written grievance. The Association president shall receive a copy of that response.

4. Level Two—Superintendent

- a. If the Grievant is not satisfied with the disposition of his/her grievance at Level One, or if no decision has been rendered within five (5) school days after the presentation of the grievance s/he may file the grievance in writing with the Superintendent, with a copy to the Association, within five (5) school days after the decision at Level One, or ten (10) school days after the grievance was presented, whichever is sooner.
- b. After five (5) days, but within ten (10) school days after the Superintendent receives the written grievance, s/he will provide the Grievant and, if so desired, his/her designated Association representative and the Director of Human Resources an opportunity to present evidence regarding the grievance. A decision, in writing, will be forwarded to all parties within five (5) days following the meeting.

5. Level Three—School Board

If the decision recommended by the Superintendent does not resolve the problem, the Grievant has the right of appeal to the Board, through the Superintendent's office, within five (5) days of receipt of the Superintendent's decision. The Board will provide the Grievant and, if so desired, his/her designated Association representative and a district representative an opportunity to present evidence regarding the grievance. The appeal shall be heard at the next regularly scheduled Board meeting which occurs at least five (5) days after the Superintendent has received the Grievant's appeal, in executive session of the Board except where prohibited by Oregon State Statute. Within five (5) days following the meeting a decision in writing will be forwarded to all parties. If the Board does not render a decision within five (5) days following the regular Board meeting, the grievance may proceed to Level Four. However, the Board retains the prerogative to decline the right to review the Superintendent's decision, thereby allowing the grievance, if unresolved at Level Two, to proceed directly to Level Four.

6. Level Four—Arbitration

Grievances not settled in Level Three of this grievance procedure may be appealed by the Association to arbitration provided:

- a. Written notice of a request for arbitration is made to the Superintendent within ten (10) school days of receipt of the Board's answer in Level Three.
- b. The issue must involve the interpretation, application, or violation of a specific provision(s) of the Agreement.

When a request for arbitration has been made within the time frame provided within this procedure, the parties or their designated representatives shall attempt to select an impartial arbitrator. Failing to do so, either party may within ten (10) school days of the appeal, request the Employment Relations Board (ERB) to submit a list of seven (7) arbitrators. As soon as the list has been received, the parties or their designated representatives shall determine by lot the order of elimination and thereafter each shall, in that order, alternately strike a name from the list and the seventh (7th) and remaining name shall act as the arbitrator.

The arbitrator shall schedule a hearing on the grievance and, after hearing such evidence as the parties desire to present, shall render a written decision to the Grievant, the Association, and the District. The arbitrator shall have no power to substitute his/her discretion for that of the Board in any manner not specifically contracted away by the Board as part of the Agreement. A decision of the arbitrator shall, within the scope of his/her authority, be binding upon the parties. Hearing procedures shall follow AAA rules unless herein designated otherwise.

The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room shall be borne equally by both parties. Any other expenses incurred shall be paid by the party incurring them.

D. Rights of Employees of Representation

Employee and Association—Any Grievant may be represented at all stages of the grievance procedure by himself/herself, and/or, at his/her option, a designated Association representative. Commencing at Level Two of the grievance procedure, the Association shall have the right to be present and to state its views.

E. Group Grievance

Group Grievance—If, in the judgment of the Association, a grievance affects a group or class of employees at more than one site, the Association may submit such grievance in writing directly to the Human Resource Director. If, in the judgment of the Association, a grievance affects a group or class of employees at one site, the Association may submit such grievance directly to the principal. These submissions shall be considered the level one grievance submission and shall follow all timelines outlined in level one (C,3, b).

This provision shall be utilized only when the allegations involve the same contractual provision and the same alleged violation.

F. Separate Grievance File

All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants. If the grievance is based upon information in the personnel file, such information will remain in the file unless found to be invalid by the grievance procedure.

G. Failure to Meet Timelines

Failure by the District at any step of this procedure to communicate the decision in writing on a grievance within the specified time limit shall permit the Grievant to proceed to the next step. Failure of the grievant at any step of this procedure to appeal a decision to the next step within the specified time limit shall be deemed to be acceptance of the decision rendered at that step.

H. Other Concerns

All concerns, outside of the contractual definition, may proceed through Level Three and end there.

Article 13

Academic Freedom

A. Member Rights and Responsibilities

The Board and the Association agree that it is a unit member's right and responsibility to study, investigate, present, interpret and discuss all relevant facts and ideas in the field of her/his professional competence. As a professional, the unit member strives to maintain a spirit of free inquiry, open-mindedness, and impartiality in her/his classroom, and to ensure that learning activities do not adversely reflect upon any individual or group because of race, creed, sex, gender, or ethnicity.

The District shall include unit members in the development of curriculum and the recommendation for the selection of teaching materials.

Supplemental materials and instructional methodology may be used by unit members in accordance with District policy and building procedures.

B. Personal and Academic Freedom Committee

Controversial issues that are related to the curriculum may be addressed in a manner that is appropriate to the maturity and intellectual/emotional capacities of the students. In the event a unit member contemplates presenting an issue which s/he recognizes as particularly controversial by the standards of the Reynolds patrons, s/he will submit the question to the "Personal and Academic Freedom Committee" (PAFC). The PAFC will be composed of two (2) unit members appointed by the Association, two (2) administrators appointed by the Superintendent, and two (2) parents appointed by the Board. The PAFC will rule on the acceptability of the issue for the level to which it is to be presented in the light of community standards and the academic rights expressed in this article. If the unit member disagrees with the decision reached by the PAFC, s/he may appeal the decision to the Superintendent for a ruling.

This is not intended in any way to abridge the right of the Board to set limits where it deems necessary.

Article 14

Paid Leaves of Absence

Types of Leaves

Unit members shall be entitled to the following leaves of absences with full pay each school year:

A. Personal Leave

1. When a unit member is absent because of emergencies or personal business that cannot be conducted outside the regular workday and the absence is not covered by any other leave, then the employer will allow the unit member up to three (3) days of personal leave, per year, non-cumulative, with the unit member to be paid her/his daily pay.
2. The principal or supervisor must be notified forty-eight (48) hours in advance except in the case of an emergency. Unit members need not disclose the nature of their personal business when requesting such leave.
3. No personal leave may be granted on days immediately before or after a school holiday or vacation period, nor on the opening day or closing day of the school year without prior approval, except as noted above.
4. Personal leave days shall be granted only in half ($\frac{1}{2}$) or full (1) day increments.
5. Unit members may choose to roll over one (1) day of unused personal leave into the next school year, for a maximum of four (4) days in any one year.

B. Cost of Substitute Leave

Each unit member is entitled to two (2) days per year for which the cost of the substitute is deducted from his/her salary. These days may be used for personal or professional needs that cannot be taken care of outside the regular workday. In situations where the district feels it is warranted, additional cost of substitute days will be considered if such leave does not unduly disrupt the district's educational program.

C. Sick Leave

Unit members who are absent because of personal illness or injury or pregnancy or to care for an ill or injured member of the immediate family, within the guidelines of the Family and Medical Leave Act (FMLA) of 1993 and the Oregon Family Leave Act (OFLA) or for any other reason set forth in the Oregon sick time statute (ORS 653.616), shall receive compensation during such absence in accordance with the following provisions:

1. All unit members working on 186- or 187-day contracts shall be granted ten (10) days sick leave during each school year, unit members working 210-day contracts receive eleven (11) days and those on 230-day contracts, twelve (12). Such sick leave shall be credited to said unit members on the first school day of the fall semester. For unit members who begin service after commencement of the school year, sick leave days shall be credited on the first day of employment and shall be prorated.
2. Sick leave days shall accumulate on an unlimited basis.
3. A unit member who has accumulated sick leave during employment in another Oregon school district, and who was so employed during the preceding year, shall, upon proper verification be allowed to transfer into this District, the number of sick leave days so accumulated, as allowed by Oregon Statute.
4. Each unit member shall be given a written accounting of his/her accumulated sick leave in their monthly payroll report.
5. Verification—a grant of sick leave in excess of five (5) consecutive days may be verified by a written statement from the unit member’s attending physician or practitioner that injury or illness prevents the individual from work if requested by the Superintendent or designee. If the absence is extended over successive pay periods, these verifications must be submitted regularly each month or worded in such a way by the physician as to indicate the length of absence.

All medical records, including verification provided to the District, shall be confidential.

6. Unused accumulated sick leave will be able to be applied to the

individual's retirement formula if allowed by Oregon Revised Statutes.

7. Cancellation—it is understood that all sick leave benefits are immediately and automatically canceled upon termination of employment by resignation or discharge by the District and no payment for unused accumulated sick leave is due.
8. Any unit member who has used all accrued sick leave and any available sick leave from a sick leave bank, and is unable to return to work immediately following the exhaustion of such sick leave shall be granted an unpaid medical leave for the remainder of the school year or for a period to be specified by the unit member and his/her physician but in no case for more than the balance of the school year.
9. The sick leave benefits set forth in this section shall constitute a substantially equivalent program for purposes of satisfying the requirements of ORS 653.611.

D. Sick Leave Bank

The purpose of the Sick Leave Bank is to provide unit members with additional sick leave to bridge the time loss required by their own illness or injury or permanent or long-term incapacity or the serious health condition of their child, as defined by the Oregon Family Leave Act (OFLA) and Family Medical Leave Act (FMLA), and their return to work when all of their available paid leave is exhausted.

1. Qualification: All unit members, who donate at least one sick day to and are a current enrollee in the Sick Leave Bank are qualified for access to the Sick Leave Bank.
2. Donation: On or before October 31st of each year, members not currently enrolled in the Sick Leave Bank may join by donating one (1) day of their accrued sick leave as long as that amount is in the member's accrued sick leave account. In the event the available number of donated days in the bank falls below two hundred (200), a donation period of thirty (30) days will be opened and current members of the bank shall be allowed to donate one (1) day of accrued and unused sick leave.
3. Sick Leave Bank Committee: The Association will create a Sick Leave

Bank Committee which will be comprised of three (3) unit members. The Sick Leave Bank Committee will review applications from members at the District office, make grants from the bank, perform other duties as necessary to administer the bank, and work with the District to maintain accurate accounting of usage of the Sick Leave Bank. The District Human Resources Director shall be a non-voting member of the committee.

4. Use of the Sick Leave Bank: Qualified members (D.1) who wish to use the Sick Leave Bank must submit an application to the Sick Leave Bank Committee including a release authorizing the District to provide medical information to the committee. Applicants must submit a written statement from a physician or other health provider certifying an illness or injury which prevents the unit member from performing the duties of her/his job or certifying a serious health condition on the part of the unit member's child. The committee may request from the District information on time-loss benefits or long-term disability received by the unit member, if applicable. A unit member shall be limited to the use of no more than forty-five (45) days from the sick leave bank in any twelve (12)-month period for a sick child.
5. Notification: After reviewing a unit member's application, the Sick Leave Bank Committee will notify the applicant within five (5) working days after receipt of the application. The committee will notify the District Human Resources regarding the unit member's need to use days from the Sick Leave Bank and the number of days granted to the member. Payroll will process the days as instructed by the committee. The decision of the committee shall be final and not subject to appeal or grievance.
6. Records: The District shall keep records of leave available in the bank and sick leave awarded by the bank.

E. Legal Proceedings

Any unit member summoned to serve on a jury or subpoenaed to appear at a legal proceeding shall be granted paid leave of absence for the duration. No paid leave of absence shall be granted in a case brought by the unit member against the District. In a case initiated by the unit member for the purpose of promoting the unit member's business interests, such leave shall be considered under the provisions of Article 14, A. Any fee the unit member

receives for service, excluding money received for expenses for either jury duty or court appearances, shall be remitted to the District.

F. Injury on Duty

Absence due to a compensable injury as defined in ORS 656.005 (7) (a) and incurred in the course of the unit member's employment shall not be charged totally against the unit member's sick leave days. The District shall pay to such unit member the difference between her/his regular salary and the benefits received by her/him under the Oregon Workmen's Compensation Law and applied against sick leave on a pro-rated basis of the unit member's salary. The District's obligation ends when the unit member's sick leave days are exhausted.

G. Military Leave

In accordance with ORS 408.290, any unit member who has been employed by the District for a period of six (6) months or more is entitled to a leave of absence from duties for military duty for a period of time not to exceed fifteen (15) days in any one calendar year without loss of time, pay, or regular leave. A unit member shall notify the District of the dates of military leave within ten (10) days after receipt of military call-up orders or if a specific request is made by the unit member within ten (10) days following the request.

H. Extra Duty Assignments

Unit members shall not be required to use personal leave days when participating in normal and expected activities associated with District approved extra duty assignments, clubs or competitions.

I. Bereavement

Unit members shall be granted up to three (3) bereavement days for the death of each and any immediate family member (as defined in K. below). These days are in addition to and separate from the above-mentioned personal days. These days are not cumulative from year to year. Unit members shall be eligible for all other bereavement leave benefits as set forth in OFLA.

J. At the discretion of the Superintendent or designee, leaves may be extended.

- K.** For the purposes of this article, immediate family shall include the unit member's spouse, father, mother, son, daughter, brother, sister, grandparents, grandchildren, step-parents, aunts, uncles, nieces, nephews, in-laws and/or persons sharing a close personal relationship that includes a responsibility for common welfare.

Article 15

Unpaid Leaves of Absence

A. Advanced Study

A leave of absence of up to one (1) year shall be granted to any permanent unit member, upon application, for the purpose of engaging in a planned program of advanced study, including teacher exchange programs, overseas teaching, language or cultural immersion experiences and/or field experiences in area of current licensure. A unit member may receive only one (1) leave under this section every five (5) years and granting of such leave shall be contingent upon the District's ability to secure a suitable substitute by May 1st of the year preceding the leave.

B. Parental Leave

Parental leave upon request shall be granted for a period of time not to exceed the remainder of the school year or such other time as required by Oregon or Federal law, whichever is longer.

C. Military Leave

A military leave of absence shall be granted to a unit member who has been involuntarily inducted for military duty in any branch of the Armed Forces of the United States.

D. Medical Leave

Any unit member, upon request, shall be granted medical leave in lieu of sick leave or when sick leave has been exhausted within guidelines established by Oregon or Federal law. The District may require from the unit member's attending physician or practitioner written verification of the need for such leave.

E. Family and Medical Leave (FMLA/OFLA)

As an adjunct to B. and D. above, a unit member shall be granted qualifying leave(s) within the guidelines of the Family and Medical Leave Act of 1993 (FMLA) and Oregon Family Leave Act (OFLA).

F. Personal Leave

Upon request, a unit member may be granted a leave for up to one year for personal reasons.

G. Return from Leave

Applications for leave shall indicate the intended return date. Unit members on leave shall confirm their intention to return to the District by March 1, if the unit member is to return at the start of the following year, or at least thirty days prior to their return if they are returning during the school year. It is understood that upon request of the unit member the deadlines may be waived by the District if the circumstances of the return are beyond the unit member's control.

All benefits to which a unit member was entitled at the time the leave of absence commenced, including seniority and unused accumulated sick leave, shall be restored to the unit member upon her/his return. If the unit member's leave occurs during one (1) school year, that unit member shall be assigned to the same position which the unit member held at the time said leave commenced. If the unit member was on leave for a continuous period that falls within more than one (1) school year, the unit member shall be assigned to the same or a substantially equal position which the unit member held at the time said leave commenced but will not be guaranteed her or his same position. No vertical increment will be granted as a result of the leave.

H. Extensions and Renewals

Ordinarily leaves will be for only one (1) year. However, extenuating circumstances may arise. In that event, written application for extension may be submitted to the Superintendent/designee for consideration.

I. Fringe Benefits

During the term of leave granted pursuant to this article, the District shall continue to provide said unit member at unit member expense with any fringe benefits available to active unit members as fully as though said unit member were on active duty, unless coverage is disallowed. Fringe benefits shall be prorated on the same basis as salary.

J. Application Dates

Applications for leave for the following year shall be submitted to Human resources by March 1, if possible. Application for leaves of less than one year's duration shall be made at least two (2) months prior to the commencement of the leave except in the event of an emergency.

Article 16

Transportation Reimbursement

A. Pupil Transportation

Employees shall not be required to transport students in private vehicles. An employee may do so voluntarily, provided that (a) the employee receives prior approval of his/her principal or immediate supervisor; and (b) a minimum of two (2) adults are in the employee's vehicle during the transport of the student. S/he shall be compensated at the IRS approved rate for the use of his/her own automobile. In addition, all transportation of students by employees will be performed in accordance with District policy.

B. Reimbursement for Travel Expense

Employees required, in the course of their work, to drive personal vehicles from one school building to another shall receive a car allowance of the IRS approved rate per mile. Reimbursement may be made on the basis of estimates determined by the daily travel schedule and distance between buildings and shall be paid on a monthly basis.

Article 17

Substitute and Student Teachers

A. Substitute Teachers

1. Posting:
A list of all substitutes shall be made available in each building by October 1 of each year of this Agreement. The building staff shall have access to updated lists throughout the year.
2. Unit members will follow the current procedures established for the District sub finder system.
3. Professional Development/Training:
The Association and District agree that in order to provide continuity of services for students that it is important for long-term substitutes who work twenty (20) or more consecutive days in the same assignment to receive professional development, trainings, and work days that the District believes are applicable to the job she/he is performing.
4. The District may create a permanent pool of substitute educators by hiring additional licensed staff. Membership in the bargaining unit of such teachers shall be determined by Article 1 of this Agreement.

B. Student Teachers

Student teachers and observers shall only be placed with District teachers who have agreed to placement.

The entire honorarium paid by the college or university, subject to federal and state withholding, shall go to the supervising teacher. The District will advise the teacher of the amount and type of honorarium at the time the teacher is being asked to be a supervising teacher.

Article 18

Student Discipline

A. 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. Furthermore, the Association, District, and School Board endeavor to implement the provisions of Board policy JG (Student Discipline) with fidelity.

B. Referral Procedures for Disruptive Students

1. When, in the judgment of a unit member, a student is by his/her behavior disrupting the instructional program to the detriment of other students, the unit member may send the student to an administrator or designee. Communication shall occur between the administrator or his/her designee and the 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 a conference where a plan may 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 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 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 unit member concur, a student may be required to remain at the designated location for a set period of time before returning to the classroom.
4. 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/building 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, then the administrators will notify those bargaining unit members

whom the administrators determine need the information, unless prevented from doing so by law.

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.

C. Referral Procedures for Students Engaging in Physical Abuse or Intimidation

1. When a student demonstrates a behavior that is seriously disrupting the instructional program by engaging in physical or verbal abuse and intimidation of a unit member(s) or student(s), then the unit member shall be authorized to send the student to an administrator's office or designated area.
 - a. Readmitted students shall have clearly identified behavior expectations and consequences.
 - b. The unit member shall complete the Behavior Incident Report Form (Appendix D). Any resulting plans or outcomes will be filed at both the building and District level and will also be entered into Synergy or another database that “need-to-know” members can access.
 - c. The Behavior Incident Report form shall be reviewed by the unit member and the administrator. Responses may include, but are not limited to, behavior contracts, student study team referral, involvement of appropriate community agencies, use of student break room or other activities. Any resulting plan shall include the specific areas of concern to be addressed, a timeline for completion, and the responsibilities of the student, unit member, administrator and others.
2. The Association, as part of the bi-monthly contract maintenance and monthly District Behavior Response Committee meetings, shall have the right to review the submitted Behavior Incident Reports and provide input on how to best allocate resources to serve the needs of all students.

D. 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 unit members 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.

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

E. Building Discipline Inservice

The District shall, on an on-going basis, provide appropriate in-service 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. District Behavior Response Committee

The District and Association shall convene and maintain a committee that is comprised equally of representatives from both parties. The committee will meet monthly during the school year and will review the District's student discipline procedures, shall recommend changes that it feels would be in the best interest of the District, and shall provide quarterly reports to the School Board.

G. Restorative Practices

The Association and District share the value of a culture of restorative practices to improve the school climate and achieve safe, respectful, equitable and just school sites. The District and Association agree to meet by March 1, 2018 for the purpose of establishing a Memorandum of Understanding regarding the creation of a Restorative Practices culture in the District.

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

Article 19

Tuition, Project and /or Workshop Reimbursement

(Modified for the 2020-2021 school year per MOU-Appendix C)

A. Reimbursement Allocation and Authorization

For the duration of this agreement, each unit member shall be entitled to tuition reimbursement at a prorated amount in accordance with the unit member's percentage of full-time FTE as follows:

Each full-time unit member shall have a reimbursable amount equivalent to six (6) hours each year during the life of the contract at the Fall Portland State University graduate rate for that year (i.e.2020-21). Hours may accumulate during the term of the contract. Members may borrow up to six (6) credits from their future entitlement in any one (1) year for the purpose of tuition for classes. Any member who borrows from her/his future entitlement and leaves employment with the District prior to earning the borrowed hours shall have the dollar value repaid through a mutually agreed upon payment plan, provided all funds owed are repaid prior to separation of employment.

Tuition money may be used in the following manner:

1. At the unit member's request to pay for tuition and materials embedded in the cost of the classes, workshops, and conferences that align with the unit member's professional goals, building goals, district goals, and/or license/credential requirements. Any materials paid for with tuition dollars are the property of the unit member.

Each unit member shall be eligible to use up to \$250 of their tuition reimbursement allocation over the life of the contract toward the cost for membership in professional organizations that relate to the unit member's assignment. Approval for professional organization memberships will follow the process for meeting, workshop, and conference approvals.

2. If the unit member's request meets any of the stipulations listed in A.1. above, then she/he may use the equivalent of up to six (6) credits on one (1) occasion during the life of the contract, to pay for domestic travel and related costs for classes, workshops and conferences not

available or offered in the Portland Metropolitan Area or the state of Oregon.

The District shall cover all costs for unit members who are required by the District to present at conferences.

3. At the unit member's request, to pay for the cost of a substitute (if one is required) necessary to attend classes, workshops or conferences. The member shall give the building administrator prior notification when days off are being taken to attend classes, conferences or workshops.
4. District approved projects.
5. The District at its discretion may approve additional tuition grants for areas such as, but not limited to:
 - a. Additional endorsement programs.
 - i. for members who have been or may be RIFed from current position.
 - ii. for members adding endorsements that complement current endorsements and District curriculum goals
 - iii. additional state requirements to maintain a current position.
 - b. Programs meeting District-identified needs.
Such grants shall be for a specified dollar amount that may be used during an identified time period.

The District shall on an annual basis identify criteria used for the authorization of costs that require District approval. Upon request, the District shall provide a unit member with an itemization showing amount of tuition dollars used and remaining.

B. Reimbursement Procedure

To qualify for reimbursement for classes taken, the unit member shall notify the District of intent to seek reimbursement prior to the start of the class. Following the conclusion of the class, the member will submit a grade slip indicating successful completion of the class to the District. The grade slip

or verification of completion shall be submitted within one (1) month of its receipt by the member. Additionally, the member shall submit verification of cost for classes taken.

All notices of intent for tuition reimbursement shall be submitted on or before June 30th of the fiscal year in which the course began so funds may be reserved. Notices of intent submitted after that time will not be reimbursed. Classes qualify for funds available in the contract cycle in which the class begins.

The unit member shall receive reimbursement, prior to the receipt of grade slip, by submitting verification of completion of the class or workshop. The granting of early reimbursement does not relieve the member of the responsibility of submitting grade slips as outlined in this section. Members who fail to submit a grade slip within sixty (60) days of the completion of the term shall be subject to having their next regular paycheck reduced by an amount equal to the early reimbursement they received.

While the normal circumstances are outlined above, the District understands that in some situations this may create a financial hardship, thus preventing the member from taking classes. In these instances, the member may apply to the District for consideration for prepayment.

The District shall not be responsible for payment for the course if the member receives a failing grade, leaves the district's employment before completing the course, or does not complete the course. Any fees already paid may be recovered through payroll deductions or other means.

C. Tuition Vouchers

Any unused tuition vouchers shall be made available to unit members on a first-come-first-served basis.

Article 20

Strikes and Lockouts

A. Strikes

The Association and the employees in the bargaining unit will not initiate, cause or participate in any strike (as defined in ORS 243.650 [22]) relating to this bargaining unit during the period of this Agreement.

B. Lockouts

There will be no lockouts of employees by the District during the period of this Agreement.

Article 21

Dues and Payroll Deductions

A. Dues Authorization

1. By October 1, and then for any employee who becomes a member of the Association after the start of the school year, the Association shall notify the District of bargaining unit members who have elected to have dues deducted from their paychecks and shall identify the dues to be deducted from each. The District will enact dues deduction during the pay period following notification.
2. The Association shall provide a formal letter from the OEA Membership Department that confirms that OEA possesses sufficient documentation of dues deduction authorization for those members. Upon request by the District, the Association shall make available to the District for its review documented proof of dues deduction authorization for employees.
3. Employees who wish to withdraw authorization for dues deduction must notify the Association and District in writing no later than September 30th (thirtieth) of any year. The Association shall notify the District when a bargaining unit member should no longer have dues deducted. The District shall cease dues deductions in accordance with OEA policies and procedures regarding membership dues withdrawal.

B. Deductions

1. Upon written notification from the OEA authorizing the District to make a payroll deduction for Association membership dues, the District shall deduct one tenth (1/10) of the OEA/NEA national dues each month from October through July. Within ten (10) business days after each pay period, the District shall remit to the Oregon Education Association, in a single payment, the combined OEA/NEA dues, including voluntary association contributions, deducted for the month.

2. The District shall deduct one-tenth (1/10) of the local REA dues from the October through July pay of each member and promptly remit the amount collected to the local association.
3. Deductions for members hired after the commencement of the school year shall be prorated so that the required amount will be deducted by July.

C. Employee information

1. Each month, the District shall provide to the OEA Membership Specialist an electronic spreadsheet of each employee in the bargaining unit (both active members and non-members). Information shall include the employee ID number, FTE, classification or title, worksite (i.e. check location) and any NEA/OEA dues paid, including voluntary Association contributions.
2. The District shall notify the OEA Membership Specialist monthly whenever an employee in the bargaining unit is placed on an unpaid leave of absence for more than thirty (30) days, retires, is laid off, resigns, or changes their name.

D. Approved Deductions

Upon appropriate written request from the employee, the District shall deduct from the salary of any employee and make appropriate remittance for the following approved deductions monthly:

- Fringe Benefits under Article 23
- United Way
- Credit Union—all summer credit union payments will be made in a lump sum at the end of June

E. Authorization Approved by Association and Board

The District, upon appropriate authorization of the employee, shall deduct from the salary of any employee and make proper remittance for any other plans or programs jointly approved by the Association and the Board.

F. Itemization

Employee's payroll checks shall itemize all sources of pay and payroll deductions.

G. Payroll

1. An employee's salary shall be divided into twelve (12) equal payments. The pay day shall be on the 20th of each month. If the pay day falls on Saturday or Sunday, employees will receive their checks on the preceding Friday. The only exceptions are that all employees will be paid on the Wednesday before Thanksgiving and the last teaching day before Christmas, where appropriate, and the last working day in June. All employees shall receive their June, July, and August paychecks on the last working day in June. However, if an employee wishes to receive his/her summer checks monthly, a written request must be submitted to the Human Resources Office by May 1st.
2. The District shall maintain an example payroll check on its website that provides explanations of various deductions and contributions.
3. The Association agrees to indemnify, defend, and hold the District harmless from employee or former-employee claims, orders, or judgments against the District concerning the dues deductions procedures outlined in this agreement. The Association's obligations are contingent upon the District: 1) giving the Association at least two-week's notice, in writing, of any claim; 2) and fully cooperating with the Association and its designated counsel in the defense of the claim. The Association's obligation does not extend to criminal allegations or actions brought against the District by the Association. In the event the District properly invokes this paragraph, the Association will provide the attorney to defend against the claim. In the event the District wishes to use its own attorney, the District will pay the fees and costs of said attorney.
4. Individual payroll errors shall be adjusted within five (5) working days after informing the District.

Article 22

Employee Compensation

A. Salaries

The basic salaries for the 2020-21, school year shall be set forth in Appendix A. The salary index appears in Appendix B.

Effective July 1, 2020, the 2020-2021 base salary shall increase by two percent (2%).

B. Credit

Any newly hired unit member coming into the District will be awarded up to twelve (12) years' experience for past licensed teaching experience or, for CTE unit members and non-TSPC licensed student services specialists only, related work experience in their field. 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 unit members who have not completed a traditional teacher licensing program, or the hiring of non-licensed unit members to fill positions traditionally held by licensed unit members, the District and the Association shall meet to establish procedures for salary schedule placement for such unit members.

C. Missed Contract Days

The penalty for a missed contract day shall be 1/186th of the unit member'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 unit members working beyond the standard contract year.

Unit members 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 workday, 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

A unit member who has completed pre-approved college work, classes, or training in her/his field (i.e., CTE) 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 unit members 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 unit member 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. Unit members 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.

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. Unit members 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. Unit members 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. Unit members 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) years' experience shall be equivalent to 135 or more regular, continuous, contracted days.

H. Extended Day

For those unit members 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 unit member's current salary schedule step. For those unit members who teach a class during their preparation period, the compensation rate will be sixteen percent (16%) of the unit member'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 unit members 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 – Initial Placement

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.

4. The District and Association shall develop parameters for hours of credit for CTE certifications/course work/experience.

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 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.
5. Extra duty assignments and supervision of unit members shall be handled in the following manner:
 - a. 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. Unit members, as described above, will be evaluated on an annual basis and serve a three- (3) 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.
 - c. 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., b.).

- d. At the point the administrator determines that a non-probationary unit member in an extra duty assignment is not meeting District and/or building performance expectations, s/he 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.
 - e. A non-probationary unit member failing to adequately meet District and/or building expectations as outlined in the "on notice" placement may be removed from his/her extra duty position. A non-probationary unit member who engages in serious misconduct, such as misconduct that impacts student safety, may be removed from her/his extra duty position without being placed “on notice.”
6. 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.
 7. Salaries for any extra-duty position created during the term of this Agreement shall be negotiated with the Association.
 8. The Association and the District shall form a joint committee to determine compensation for duties typically assigned to department heads in the past.
 9. 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.

District

Wellness Coordinator 5%
 Trade Time
 Rate equal to the hourly rate
 (A-0 salary step)

Curriculum Committee¹ & Evening School
 Rate equal to the hourly rate (A-0 salary
 step)

Building Talented and Gifted (TAG) Coordinators 1%
 Music Coordinator 12%

District TAG Coordinator 2%

High School

Department Head 4%
 Class Council Advisor²
 Approved Club Advisor⁵ 1 - 4%

Satellite Campus
 (no campus administrator assigned)

Teacher-In-Charge 10%

Drama
 Major drama productions
 (2 per year, musical not included):
 Head 5% each production
 Assistant 4% each production
 Musical Production 7%

Band 15%
 Musical Drama 6%
 Orchestra 3%
 Vocal 8%
 Musical Drama 5%

Newspaper 10%
 Yearbook 10%

Speech
 Head 8%
 Assistant 4%
 Hospitality/Tourism 8%
 Food Instructor
 Extra-duty
 Assigned Overnight .3%
 Trip Supervision per night
 (maximum of 15 nights)

Leadership/Activities

Director 13%
 Leadership Council 5%

Flag team Advisor 4%

Cheerleading
(includes travel to away games)
Fall

Head 8%
Assistant 4%

Winter

Head 8%
Assistant 4%

Volleyball

Head 16%
V Assistant 10%
JV Assistant 9%
FR Assistant 9%

Football

Head 16%
Defensive Coord. 11%
V Assistant (2) 10% each
Head JV Asst 9%
Head FR Asst 9%
Assistant (2) 8% each

Cross Country (Coed)

Head 13%
Assistant 8%

Boys Soccer

Head 13%
Assistant 8%

Girls Soccer

Head 13%
Assistant 8%

Water Polo (Coed)

Head 13%
Assistant 8%

Dance and Drill
Fall

Head 6%
Assistant 4%

Winter

Head 6%
Assistant 4%

Boys Basketball

Head 16%
V Assistant 10%
JV Assistant 9%
FR Assistant 9%

Girls Basketball

Head 16%
V Assistant 10%
JV Assistant 9%
FR Assistant 9%

Wrestling (Coed)

Head 15%
V Assistant 9%
Assistant 8%

Track (Coed)

Head 15%
V Assistant 9%
Assistant (5) 8% each

Baseball

Head 13%
V Assistant 9%
JV Assistant 8%
FR Assistant 8%

			Softball	
Swimming (Coed)			Head	13%
Head	13%		V Assistant	9%
Assistant	8%		JV Assistant	8%
			FR Assistant	8%

Boys Tennis	8%
Girls Tennis	8%
Golf (Coed)	8%

Middle Schools

Athletic Coordinator			Student Council ³	
Season	5%		Outdoor School	3%
Year	10%		Team Leader	5%
Football			Boys Basketball	
Head	11%		Head	7%
Assistant	8%		Assistant	5%
Volleyball			Girls Basketball	
Head	8%		Head	7%
Assistant	6%		Assistant	5%
Cross Country			Wrestling	
Coed	5%		Head	8%
			Assistant	5%
Track (coed)			Band	6%
Head	8%		Orchestra	6%
Assistant (4)	5% each		Vocal	6%
Intramurals	3%		Drama	5%
			(one major production per year)	

Elementary Schools ⁴			
Band	2%	<i>3% if assigned to two or more buildings</i>	
Orchestra	2%	<i>3% if assigned to two or more buildings</i>	

Vocal	2%	<i>3% if assigned to two or more buildings</i>	
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Teacher in Charge	5%	Building Testing Coordinator	2%
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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
20 <= 1	30 <= 1	0 = 1	No service = 1
20-30 = 2	30-35 = 2	1-2 = 2	Limited Service = 2
30-40 = 3	35-45 = 3	3-5 = 3	Some Service = 3
40 or more = 4	45 or more = 4	6 or more = 4	Significant Service = 4

M. Early Retirement

1. When a unit member 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 unit member must be retired and receiving benefits under the Oregon Public Employees Retirement System.
- b. For unit members 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 unit member 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 unit members 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 a unit member 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 unit member must have completed at least thirteen (13) years of service from last date of hire (first day worked).

A unit member 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 unit member 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 a unit member (and spouse) may, at the unit member's option and subject to the insurance carrier's approval, be provided and deducted from the \$600.00 monthly payment.
2. The unit member, 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 unit member's sixty-fifth (65th) birthday.

If the unit member 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 unit members 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 unit members hired with a starting date of service of November 30, 2003, or earlier.

Unit 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., but not both. Upon joining the deferred compensation plan, all future use of the provisions of M. 2. and 3., is discontinued.

As unit 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 unit member matches the funds
15 - 19 PERS years	\$25 monthly if unit member matches the funds
4 - 14 PERS years	\$15 monthly if unit member matches the funds
0 - 3 PERS years	\$0 (unit member 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:

\$1,330 per month, effective October 1, 2020

2. In addition to the insurance contributions set forth above, the District will make an annual contribution to the insurance pool set forth in Section G of this Article as follows:

\$350,000 effective October 1, 2020

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, 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 (as described below in subsection 2.)
 - f. Vision care
 - g. Any future mutually acceptable plan
 - h. HSA or HRA plans mutually agreed upon
2. Annuities/TSA's are removed as an option for use of fringe dollar

contributions of the District for unit members hired on or after July 1, 1993. A unit member 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. A unit member 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. Unit 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. Beginning October 1, 2019, unit members may spend up to one-quarter ($\frac{1}{4}$) of the unused portion of their insurance allocation.

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 and Accidental Death and Dismemberment (AD&D) Insurance

The District shall provide, at no cost to the unit member, term life and accidental death and dismemberment insurance for the term of this agreement for each unit member in the bargaining unit as follows:

\$50,000 for the 2020-2021-school year

D. Disability Insurance

Effective October 1, 2019, the District shall facilitate the mandatory purchase of short-term and long-term disability insurance for each unit member through a payroll deduction each month equal to 1/12th of each unit member's annual premium costs.

Prior to the 2019-20 school year the District and the Association shall establish an MOU to ensure the District increases unit members' pay by an amount equivalent to the out-of-pocket costs for short-term and long-term

disability insurance premiums paid.

E. 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.

F. Employee Assistance Program

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

G. 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.

H. 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 11 members who as of 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.

I. Insurance Committee

The District and Association joint insurance committee, formed for the purpose of exploring alternatives to the current method of providing insurance benefits to unit members, will continue to meet at least quarterly for the duration of this Agreement. The committee shall participate in making recommendations to the District regarding the selection of insurance

carriers and policies from the options provided by OEBB or the successor. The committee shall be comprised of three (3) unit members selected by the Association and three (3) individuals selected by the District.

Article 24 Funding

The parties recognize that all revenue needed to fund the compensation provided by this agreement must be approved by the established budget procedures and is dependent on revenue received from all sources.

All such compensation is, therefore, contingent upon sources of revenue sufficient to fund the economic provisions of this agreement. The District will not reduce the compensation specified in this Agreement because of budgetary limitations unless the compensation is renegotiated with the Association but cannot and does not guarantee any level of employment in the bargaining unit covered by this Agreement.

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 or if a more senior teacher does not possess the licensure for the position in question.

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.

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

Student Services:

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:

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 intends to move or place self-contained classrooms in buildings, it shall consider the factors regarding their impact on general education classrooms and the mainstream possibilities in each situation.
2. When multiple placements of students with special needs occur in a single classroom, the district shall review the situation and consider appropriate adjustments in class loads.

D. 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 students with special needs.
3. Development of plans of support for students with special needs who exhibit behavior issues will be communicated to the teaching staff prior to the placement of the student in the regular classroom, or as soon as is appropriate.

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 (4) additional paid days each year) in recognition of time spent in required meetings and preparing paperwork beyond their normal work day. This includes: Special Education teachers, Speech Pathologists, Occupational Therapists, Physical Therapists, SPED Teachers on Special Assignment, and School Psychologists. This stipend does not prevent recipients from utilizing the Special Consideration Compensation process as set forth in Appendix C.

1. Unit members who are required to participate in meetings 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.

A substitute request form must be preapproved by the building administrator and Executive Director of Student Services three (3) days before the date requested.

The District shall provide the substitute request form for 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 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. When unit members who don't qualify for the stipend in Section E are required to participate in an IEP meeting, manifestation determination, and/or eligibility determination beyond their workday, 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, inclusive and informed approach to delivery of student services for Reynolds School District and all of its stakeholders, the District and the Association will maintain 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. Committee members may solicit input from various parents and/or student groups which could be impacted by the decisions of the committee. 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, building placements of self-contained programs, 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; however, either the District or Association may call for additional meetings as deemed necessary.

Article 27

Class Workload

The Association and the District recognize that a reasonable class size ratio is desirable to ensure the best possible learning environment for all students. However, any application of a totally rigid numerical limitation on class size within schools or programs restricts the staff and the building principal/program manager in their flexibility in seeking an ideal learning environment for each unique situation and fails to recognize the budgetary limitations of the District. Staff and building administrators are encouraged to develop solutions cooperatively and to explore continually special variations in curriculum, instructional methods and staff organization to endeavor to achieve an optimum for instruction in their school.

A. Class Size Guidelines

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

K - 3	25 students
4 - 6	28 students
7 - 12	*160 students (total load)

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

* except in cases provided for in Northwest Accreditation recommendations

The Guidelines in Section A are not subject to the grievance process in Article 12. However, they are subject to remedies as stated below in Section B.

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 the Class Size Committee 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.

D. ELL Student Instruction and Services Structure Committee

In order to foster a more collaborative, inclusive and informed approach to the delivery of instruction and services for Reynolds School District and all of its stakeholders, the District and the Association will maintain a committee that is comprised equally of District and Association representatives chosen separately by each party to this agreement who represent a wide variety of levels and services delivered. Committee members may solicit input from various parents and/or student groups which could be impacted by the decisions of the committee. 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.

Article 28

Mentor Program

The following conditions should apply to any formalized Mentorship program adopted by the District:

A. Implementation

The District shall involve the Association in the development and implementation of all Mentorship programs. Any reductions or significant changes in the Mentorship program shall be discussed with the Association.

B. Compensation

Compensation for Mentors and Mentees shall be negotiated with the Association.

C. Confidential Relationship

The relationship between the Mentor and the Mentee shall be of a confidential nature.

D. Evaluation

Mentors and Mentees shall not be involved in the evaluation of other teachers, nor shall their input be sought in evaluating other teachers.

E. Witness Restrictions

Neither the District nor the Association or the teacher mentored shall call a Mentor as a witness in any proceedings related to the employment status of a teacher, they paired with in a Mentor program.

F. Volunteer Pool

Mentors shall be selected from a pool of volunteers. No teacher shall be assigned as a Mentor against his/her wishes.

G. Bargaining Unit

Mentors shall be part of the bargaining unit.

H. Workload

The District will not increase the workload of any teacher regularly employed by the District as a result of release time provided in any Mentor programs.

I. Change of Partner

The Mentor or the new teacher shall have the right to request a change of partner. One (1) such request shall be honored during any assignment period. In such cases, the pay for the Mentor teacher shall be prorated.

Article 29

Site Based Committees

If site-based committees are established in individual schools, then the following shall apply:

1. Committee selection shall be in accordance with procedures established in ORS.
2. Membership on site committees shall be voluntary.
3. Procedures shall be developed by each committee that specify tenure and replacement.
4. The roles and responsibilities of the site committees shall be clearly defined by the Board of Education.
5. Decisions made by the site committee shall not conflict with this agreement or Board policy.
6. The site-based committee shall be considered the representative committee in areas of designated responsibility.
7. Compensation for committee service shall be in accordance with this agreement and/or determined by the administration and Association.

Article 30

Duration of Agreement

A. Effective Date

This Agreement shall be effective July 1, 2020 and shall continue in effect until June 30, 2021; subject to the Association's and/or the District's right to negotiation over a successor Agreement as provided in Article 2.

B. Agreement of Bargaining

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the areas of collective bargaining, and that the understandings and Agreements arrived by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the District and the Association, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, except as provided in Article 3 C - Separability.

C. Signators to Agreement

In witness whereof the Association has caused this Agreement to be signed by its president and negotiators and the Board has caused this Agreement to be signed by its chairman, chief negotiator, and negotiations team members and attested by its Superintendent clerk.

EXECUTION/SIGNATURES

Executed this 12th of October 2020, by the undersigned officers of and on behalf of the Reynolds School District and the Reynolds Education Association.

REYNOLDS EDUCATION ASSOCIATION

DocuSigned by:
Evan W. Selby 10/8/2020
29911A45D6FE498...
Evan Selby, President Date

DocuSigned by:
M. Nasser-Marsh 10/7/2020
31C896DFD8E244D...
M. Nasser-Marsh, Co-Bargaining Chair Date

DocuSigned by:
Joyce Rosenau 10/8/2020
B24E0EAA405842D...
Joyce Rosenau, Co-Bargaining Chair Date

DocuSigned by:
Catherine Alexander 10/7/2020
1DB3AE01C73F409...
Catherine Alexander Date
OEA UniServ Consultant

REYNOLDS SCHOOL DISTRICT

DocuSigned by:
Dr. Danna Diaz 10/16/2020
2F7195168D924D3...
Dr. Danna Diaz, Superintendent Date

DocuSigned by:
Robert Neu 10/8/2020
BEB45E00C5F241E...
Robert Neu, Director of Human Resources Date

DocuSigned by:
Valerie Tewksbury 10/15/2020
2A03632E92674DB...
Valerie Tewksbury, Board Chair Date

APPENDIX A
2020-2021 SALARY SCHEDULE

2% over the previous year

STEP	BA	BA+20	BA+40	BA+60	BA+90	BA=120
				MA	MA+24	MA+45
0	\$42,282	\$43,500	\$44,474	\$47,269	\$48,967	\$50,150
1	\$44,068	\$45,376	\$46,351	\$49,373	\$51,095	\$52,343
2	\$45,875	\$47,268	\$48,257	\$51,502	\$53,245	\$54,559
3	\$47,764	\$49,252	\$50,244	\$53,733	\$55,492	\$56,874
4	\$49,617	\$51,191	\$52,197	\$55,914	\$57,694	\$59,150
5	\$51,498	\$53,169	\$54,176	\$58,138	\$59,934	\$61,460
6	\$53,383	\$55,145	\$56,159	\$60,359	\$62,178	\$63,780
7	\$55,297	\$57,162	\$58,179	\$62,623	\$64,459	\$66,127
8	\$57,255	\$59,197	\$60,222	\$64,910	\$66,763	\$68,509
9	\$59,104	\$61,249	\$62,290	\$67,223	\$69,106	\$70,917
10		\$62,677	\$65,461	\$69,565	\$71,464	\$73,357
11			\$66,985	\$71,905	\$73,830	\$75,791
12				\$74,316	\$76,277	\$78,312
13				\$76,047	\$78,815	\$80,841
14						\$82,724

Members pay the individual 6% contribution to
Public Employees Retirement System (PERS)

APPENDIX B
REYNOLDS SCHOOL DISTRICT NO. 7
SALARY INDEX

Step	BA	BA+20	BA+40	BA+60 MA	BA+90 MA+24	BA+120 MA+45
0	1.00000	1.02882	1.05185	1.11795	1.15812	1.18611
1	1.04227	1.07316	1.09624	1.16770	1.20844	1.23798
2	1.08497	1.11793	1.14134	1.21807	1.25929	1.29037
3	1.12963	1.16485	1.18831	1.27083	1.31243	1.34512
4	1.17349	1.21070	1.23454	1.32244	1.36452	1.39893
5	1.21796	1.25749	1.28130	1.37501	1.41749	1.45360
6	1.26254	1.30425	1.32822	1.42753	1.47058	1.50843
7	1.30783	1.35193	1.37598	1.48107	1.52452	1.56397
8	1.35413	1.40003	1.42430	1.53518	1.57901	1.62031
9		1.44860	1.47324	1.58988	1.63443	1.67724
10			1.54820	1.64528	1.69018	1.73498
11				1.70062	1.74615	1.79253
12				1.75763	1.80402	1.85213
13						1.91196
14						1.95650

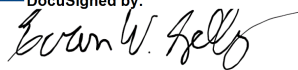
APPENDIX C
Memorandum of Understanding
Between the
Reynolds School District and Reynolds Education Association

Tuition Reimbursement--Article 19

In response to economic challenges Reynolds School District 7 (RSD) and Reynolds Education Association (REA) agree to the following one-year agreement regarding tuition reimbursement:

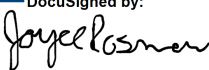
1. This memorandum shall not go into effect until the memorandum is ratified by the members of REA.
2. Reynolds School District shall restrict the usage of tuition reimbursement funds available to bargaining unit members. Members who may access the funds will include:
 - a. Members who are currently enrolled in a degree or licensure program,
 - b. Members who need coursework to maintain their license,
 - c. Members who need coursework to maintain their job requirements.
 - d. Members who have been previously approved for summer coursework.
3. RSD shall utilize these funds solely for the purpose of maintaining the employment of bargaining unit members.
4. This memorandum shall expire on June 30, 2021.


REYNOLDS EDUCATION ASSOCIATION

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 Evan Selby, President Date


DocuSigned by:

 31C896DFD8E244D... 10/7/2020
 M. Nasser-Marsh, Co-Bargaining Chair Date

DocuSigned by:

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 Joyce Rosenau, Co-Bargaining Chair Date

DocuSigned by:

 1DB3AE01C73F409... 10/7/2020
 Catherine Alexander Date
 OEA UniServ Consultant

REYNOLDS SCHOOL DISTRICT

DocuSigned by:

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 Dr. Danna Diaz, Superintendent Date

DocuSigned by:

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 Robert Neu, Director of Human Resources Date

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 Valerie Tewksbury, Board Chair Date

APPENDIX D
Memorandum of Understanding
Between the
Reynolds School District and Reynolds Education Association

Article 23: Insurance Pool Access

In response to the public health emergency and economic challenges presented by the COVID-19 pandemic Reynolds School District 7 (RSD) and Reynolds Education Association (REA) agree to the following one-year contingent agreement regarding the insurance pool savings fund:

1. This memorandum shall not go into effect until the memorandum is ratified by the members of REA.
2. RSD shall be allowed to spend down \$200,000 of the funds available as of June 30, 2020 in the insurance pool savings fund.
3. RSD shall utilize these funds solely for the purpose of maintaining the employment and increasing remuneration of members of the bargaining unit.
4. RSD shall provide documentation of the usage of all funds from the insurance pool fund to REA on a quarterly basis.
5. This memorandum shall expire on June 30, 2021.

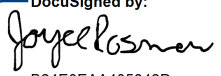
REYNOLDS EDUCATION ASSOCIATION

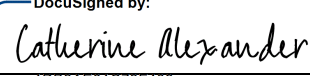
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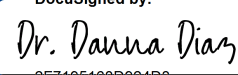
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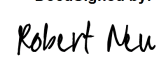
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 Catherine Alexander 10/7/2020 Date
 OEA UniServ Consultant

REYNOLDS SCHOOL DISTRICT

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 Robert Neu, Director of Human Resources 10/8/2020 Date

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 Valerie Tewksbury, Board Chair 10/15/2020 Date

APPENDIX E
Memorandum of Agreement
Between
Reynolds School District and the Reynolds Education Association
CTE Salary Placement

In accordance with the 2020-2021 Collective Bargaining Agreement between Reynolds Education Association and Reynolds School District, Article 22 - Employee Compensation:

B. Credit - Any newly hired unit member coming into the District will be awarded up to twelve (12) years' experience for past licensed teaching experience. Credit above these twelve (12) years will be based upon administrative judgment at the time of hiring. For CTE unit members and non-TSPC licensed student services specialists only, prior and related work experience in their field shall be recognized on a one-to-one ratio with a maximum of twelve (12) years for initial placement. The District shall notify the Association when such credit is granted.

Article 22, Section I (4) shall be modified in the following manner;

I. Hours for Credit - Initial Placement

Hours for credit shall be given as follows:

4. Career and Technical Education (CTE) Teacher Salary Placement
Teachers who are placed in CTE teaching positions or are otherwise required to have a CTE license, shall be placed on the salary schedule as follows:
 - a. CTE certification shall qualify a teacher for placement on BA column.
 - b. CTE teachers shall be given hours for credits earned for industry preparation and mastery or approved. advanced professional development units according to the following criteria:
 1. BA+20 = 20 credit hours from any community college, college, university, or 200 clock hours of approved district in-service courses/professional development units or any approved combination of credit hours and district hours.
 2. BA+40 = 40 credit hours from any community college, college, university, or 400 clock hours of approved district in-service courses / professional development units or any approved combination of credit hours and district hours.
 3. BA+60/MA = 60 credit hours from any community college, college, university or 600 clock hours of approved district in-service courses/professional development units or any approved combination of credit hours and district hours.
 4. BA+90/MA+24 = 90 credit hours from any community college, college, university, or approved 900 clock hours of district in-service courses/professional development units or any approved combination of credit hours and district hours.

- 5. BA+120/MA+45 = 120 credit hours from any community college, college, university, or approved 1200 clock hours of district in-service courses/professional development units or any approved combination of credit hours and district hours.

- c. Career and Technical Education (CTE) Teacher Requirements
 CTE licensed teachers will satisfy the requirements for teacher preparation as determined by the unit members appraisal committee and cooperatively agreed to by the Association and the District.

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

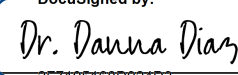
It is agreed by all parties that the provisions outlined in this MOU shall go into effect for the 2017/18 school year be retroactive to the first workday of the 2017/18 school year (August 2017) and shall be paid retroactively to effected unit members. The personnel records of all current CTE teaching staff shall be reviewed and appropriate salary placement shall be completed and verified by representatives of the District and REA no later than December 1, 2018.

REYNOLDS EDUCATION ASSOCIATION

REYNOLDS SCHOOL DISTRICT

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 Evan Selby, President Date 10/8/2020

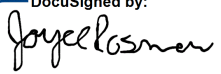
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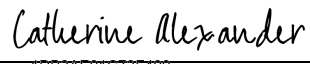
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 Robert Neu, Director of Human Resources Date 10/8/2020

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 Valerie Tewksbury, Board Chair Date 10/15/2020

DocuSigned by:

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 Catherine Alexander Date 10/7/2020
 OEA UniServ Consultant

Appendix F Special Consideration Compensation Form

*Reynolds School District
Student Services*

*1204 NE 201st AV
Fairview, OR 97024*

*503-661-7200
FAX 503-667-6932*

It is recognized that all salaried teachers often or continually have obligations beyond the school day in the form of grading papers, lesson planning, preparation, meetings or other professional obligations.

However, it is the intention of Reynolds School District to provide reasonable support for special education teachers when time constraints warrant special consideration.

Note: All requests must be pre-approved.

Teacher: Please explain the special and non-routine nature that has made this request needed in your opinion: _____

Teacher: Please indicate your preference for support.

- ___ additional hours paid (number of hours requested _____ when _____)
- ___ extended school year (number of days requested _____ when _____)
- ___ substitute for release time (number of days requested _____ when _____)
- ___ other accommodation requested _____

Teacher Signature: _____ Date

___ Approved ___ Denied

Building Administrator _____ Date

Comments:

___ Approved ___ Denied

Student Services Director _____ Date

Comments

Any appeal to a decision shall be made to the Executive Director of Human Resources

Employee: Please make a copy to retain for your own records.

Special Consideration Compensation Guidelines:

The items listed below are meant to be used as guidelines when you, a special education professional, intend seeking approval for special consideration compensation. All requests must be made in advance whenever possible. Requests must be “approved” by your building administrator. That is to say, your building administrator should agree that the work is necessary and falls outside of what might reasonably be accomplished within the confines of your regular work schedule. However, your building administrator does not have the final word. You may seek approval from the Student Services Director directly if necessary. Please make and keep a copy of any requests you submit.

#1: Evaluative testing & reporting for initial or ongoing eligibility. Request substitute release time at the rate of ½ day (four hours) per evaluation.

#2: IEP, eligibility, manifest determination, and other SPED necessary meetings that cannot be scheduled within the contract day. Request additional hours of compensation at the regular rate on an hour-for-hour basis. This must be carefully documented and approved in advance whenever possible. If an administrator asks you to attend a meeting outside of contract time, or asks you to stay at a meeting beyond the contract day, please be sure to inform them of your intention to seek compensation so that they are giving informed consent.

#3: Planning, scheduling, and other meetings needed for maintenance of effort. Request additional hours of compensation at the regular rate on an hour-for-hour basis. This must be carefully documented and approved in advance whenever possible. If an administrator asks you to attend a meeting outside of contract time, or asks you to stay at a meeting beyond the contract day, please be sure to inform them of your intention to seek compensation so that they are giving informed consent.

#4: IEP Goal Reports. Twice each year plan to request one full day’s compensation at the regular rate and near the goal report dates, for every caseload of 28 students. This works out to 15 minutes per student average. You should bill at the rate of ¼ hour per student for caseloads above and beyond 28. At the end of the year this compensation may be requested as “extended school year”.

#5: Extended State Testing. Request substitute release time at the rate of 2 hours per test administration.

Again, these are guidelines and are not meant to be all-inclusive. There may be additional special circumstances. The key element here is planning and seeking approval ahead of time. For further clarification see RSD Licensed Teacher Contract 2006-2009, Article 26-Special Education, Section E-District Support, on page 94.

APPENDIX G Behavior Incident Report

Name:	DOB:	Synergy ID:	
Date of Incident:	Time of Incident:	Location of Incident:	
IEP? Yes No	If Yes – Referred to IEP Team?	One Time Event? Yes No	Discipline Referral Completed? Yes No
504? Yes No	If Yes – Referred to 504 Team?	Pattern of Events? Yes No	

Describe Incident:

Discussion Notes:

DISPOSITION:

- Teacher Led Plan
- Safety Plan
- Functional Behavior Assessment/Behavior Support Plan
- Threat Assessment
- Suicide Screening
- Other: _____

NEXT STEPS:

STEP	Person Responsible	Follow up date:

PROCESS STEPS:

- Teacher - Complete Behavior Incident Report
- Principal/Teacher – Review Behavior Incident Report
- Principal/Teacher – Determine Disposition
- Copies to:
 - Teacher
 - Principal
 - District
- Behavior Response Committee – Review Behavior Incident Report Data