

# DISTRICT'S FINAL OFFER

April 19, 2012

# Collective Bargaining Agreement

Between

**Reynolds Education Association**

And

**Reynolds School District**

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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 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. Limitation on Proposals**

The aforementioned proposals by the Board and the Association shall be considered the complete proposals of each and no additional proposals shall be allowed unless:

1. The additional proposal has a direct effect on or relationship to an initial proposal; or
2. Both parties consent to the addition of item(s).

**C. Proposal Form**

Proposals to be presented by each party shall be in the form of additions, deletions, amendments or areas of concerns related to this Agreement.

**D. Composition of Negotiation Teams**

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

**E. 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 print, from one of the official copies, multiple copies of the Agreement for all buildings/worksites in the district. The District shall deliver these copies to the Association prior to the expiration of the preceding Agreement or within two (2) weeks of ratification, whichever is later, for distribution to the buildings/worksites. The District shall also furnish to the Association sufficient copies to ensure that all employees entering the District during the life of the agreement shall receive a copy. The District shall also provide hard copies for employees, upon request. Cost of the printing shall be borne equally. The District shall post the Agreement on its website within two (2) weeks of printing the Agreement.



**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 reprinted by the District office bearing the signatures of the Association President and the Board Chairperson or appropriate administrator with sufficient copies to the Association for distribution. Cost of printing shall be borne equally.

**B. Compliance Between Individual Agreement and Master Agreement**

Any individual agreement between the Board and an individual employee 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. Sub Headings**

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. Benefits for Part-Time Employees**

Any benefit to which eligible employees are entitled under the provisions of this Agreement shall be granted on a prorated basis for less than full-time employees.

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**F. District Email System**

The District email system shall be considered an official form of communication for departmental, District and school business. Employees are expected to have an up- to-date District email account and to check it regularly for departmental, District and school communications.

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**G. ESEA/NCLB**

The parties acknowledge that the Elementary and Secondary Education Act (ESEA)/No Child Left Behind (NCLB) legislation may have an impact on bargaining unit members. The District will keep the Association informed as implementation of the act impacts members of the bargaining unit. The Association shall have the right to provide input and discuss with the District any decisions or changes that impact bargaining unit members' terms and conditions of employment.

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## 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 unusual costs incurred by the District to supply requested information.

### 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 Mail Boxes

The Association shall have the right to use the inter-school mail facilities in accordance with postal regulations and school mail boxes 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 employees so that they may, if interested, attend an Association-sponsored breakfast.
2. Upon request, the Association will be allowed up to 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.

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### E. Roster

The District shall provide the Association with a list of all names, addresses, and assignments of employees in the bargaining unit by the end of September of each school year. The District shall also supply the Association with a monthly update of new employees who are covered by this agreement.

**F. New Employee Information**

The Association will have the right to have placed in the Superintendent's package to all new employees a letter prepared by the Association, informing said employees that the Association is recognized as the exclusive negotiating representative for all licensed employees in the Reynolds School District.

**G. Use of School Buildings**

The Association and its representatives shall have the right of access to school buildings, including meetings with employees 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 work day as long as 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. No more than the equivalent of two (2) full time leaves will be granted per year.
2. If a qualified replacement teacher 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 teacher, including salary, payroll costs, and insurance benefits, will be paid by the Association. The Association President shall be considered a full-time teacher with all the benefits of a full-time teacher 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 bargaining 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 District employees who are Association leaders, the District shall release the employees 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 employee his/her rights under the Constitution and Laws of the United States and the State of Oregon.

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

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

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

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

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

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

**E. Just Cause**

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

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

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**F. Due Process**

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

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1. The employee will be told the reasons and given the information forming the basis for such action prior to any final action.
2. The employee will have the opportunity to respond to the charges.

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

**G. Professional Communication**

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

**H. Procedures and Timelines for Evaluation**

1. Declaration of Intent  
The purpose of the evaluation procedure is to improve instruction, encourage individual growth and assure that all teachers are performing at an acceptable level.
  - a. Evaluation of probationary teachers shall be done on the required state form and shall be based upon individual goals and District Performance Standards.
  - b. Permanent teacher evaluations shall be done on the required state form and the Goals Assessment sheet and shall be based upon District Performance Standards and/or individual goals.
  - c. The evaluator shall cite all observable substandard areas in terms of District Performance Standards.
  - d. Recognizing that the Association and the District have developed and agreed to the evaluation cycles and procedures (sections 2 and 3), any adjustments in Board policy or administrative procedure



related to the Professional Development Plan shall require the participation and agreement of both parties.

## 2. Evaluation Cycles

### a. Probationary

All probationary teachers shall be on a one year cycle.

### b. Permanent

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

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

The determination of the length of the evaluation cycle for permanent teachers shall be:

- a. established during the goal setting conference.
- b. based upon the goal(s) selected.
- c. set by the administration if previous evaluation(s) have indicated the teacher is not meeting district standards.

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

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

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

## 3. Evaluation Procedure

The procedure for all teachers covered by this Agreement shall include:

- a. A conference which includes but is not limited to the establishment of performance goals for the teacher based on the job description

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

- b. The minimum number of scheduled observations per cycle for permanent and probationary teachers shall be the number prescribed by Oregon Statute.
- c. At least one observation shall be preceded by a pre-observation conference and a post-observation conference to be held within five (5) working days following the observation. In the event multiple observations are scheduled, the post-observation conference shall be held within five (5) working days following the last observation.
- d. The teacher will be provided a written assessment of any observation(s) at a post-observation conference.
- e. Each evaluation cycle shall be completed when a conference is held with the teacher to discuss the teacher's performance, including their goals for the current cycle. Probationary teachers' final yearly evaluation shall be completed five (5) days prior to the regularly scheduled March school board meeting. Permanent teachers' final evaluation shall be completed by May 15 of the final year of their evaluation cycle.
- f. Specialists  
One administrator will be assigned as the primary evaluator for any specialists whose assignments include three or more buildings or

who are assigned less than half-time to any building. The designated administrator will set the goals with the specialist in coordination with other building administrators and with input from the appropriate supervisor. Observations from all administrators will be turned over to the designated administrator for final evaluation. In the event of conflicting assessments of a shared specialist, the Assistant Superintendent shall be responsible for reconciling the differences. This is not to infer that a composite evaluation will result, but only that all parties shall understand the nature of the difference.

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

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

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

#### 4. Program of Assistance

- a. Procedure for Placement on a Program of Assistance
  - i. A probationary or permanent certified staff member who has been declared as not meeting District standards and/or Oregon State Statutes 342.835, 342.865 may be designated as On Notice on a Program of Assistance.
  - ii. Whenever a certified staff member's placement on a Program of Assistance results from substandard classroom performance, a minimum of two written observations shall precede such action at the middle and high school levels. At

the elementary level three observations with one written assessment shall precede such action.

- iii. During a conference the administrator shall give the certified employee written notification indicating placement on a Program of Assistance.

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

b. Procedure While On Notice on a Program of Assistance

- i. Not later than ten (10) school days after placement on a Program of Assistance, the evaluator, with the participation of the evaluatee, shall have developed a planned Program of Assistance. This plan shall be reduced to writing on the Program of Assistance form. The completed Program of Assistance shall be reviewed by the Assistant Superintendent or the Director of Human Resources. If there is any disagreement regarding the Plan of Improvement Program of Assistance, it shall be resolved by the Assistant Superintendent or the Director of Human Resources.

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- ii. The Program of Assistance shall include identification of the performance standards not being met, expectations of how performance standards can be met, the procedure for observations, the assistance to be offered (including the opportunity to request outside administrative observations) and timeline for improvement.

- iii. The Assistant Superintendent or the Director of Human Resources shall be called upon to make an observation followed by a written evaluation and conference, prior to the final resolution.

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

- i. If the staff member has demonstrated compliance with stated recommendations to meet performance standards, as determined by the evaluator, the staff member shall be removed from the Program of Assistance category.
- ii. The final written assessment of the Program of Assistance, using the State Teacher Performance Evaluation form, shall include the administrator's recommendation for the resolution of the Program of Assistance status. Upon successful completion of a Program of Assistance, the District shall notify the teacher and the Association of that fact in writing within five (5) working days.
- iii. After the final evaluation has been completed and failure to make satisfactory improvement has been demonstrated, one or more of the following alternatives are available to the evaluator in ascertaining the future employment status of the On Notice staff member: extension (not to be more than one year of a Program of Assistance placement) or, if necessary, termination of services. If a third year probationary employee has failed to be removed from the Program of Assistance by March 1 of that year, the only resolution is termination.
- iv. When a licensed employee 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.
- v. Any modification to the evaluation process will not take place prior to communication with the authorized Association representative.

5. Application

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

6. Representation

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

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

7. Redesign of Evaluation Process

A committee will be formed with representation from District and Association for the purpose of submitting recommendations for the redesign and implementation of the licensed evaluation process. These recommendations will be submitted no later than December 31, 2012, to both the District and the Association for consideration. In accordance with Section H.1.d., any action regarding these recommendations shall require negotiations by and agreement of both the District and the Association. The committee will be formed with District administration and Association leadership for the purpose of submitting a proposal for the redesign and implementation of the evaluation process. This proposal will be submitted to both the District and the Association for their consideration no later than December 31, 2012.

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**I. Personnel Files**

1. Employees and/or their representatives shall have the right to, upon request and in the presence of an administrator, review the contents of their District personnel file and to receive copies of any documents contained therein.

2. All materials contained in the building working file for evaluation shall, upon the completion of the final yearly certified written evaluation, either be destroyed or transferred to the District personnel file. The above statement is not to be construed to limit the building administrator's right to retain copies of materials.
3. In the event of disciplinary action against an employee, evidence considered during any proceedings shall be, when possible, limited to those allegations supported by statements in the District personnel file of the employee on the date when disciplinary action is initiated. This limitation shall not apply to evidence gathered by agencies outside the District's jurisdiction.
4. No material that could be construed as negative will be placed in the District personnel file unless the employee has had an opportunity to review the material. The employee will acknowledge that s/he has had an opportunity to review such material by offering his/her signature to the copy to be filed, with the express understanding that such signature in no way indicates agreement with contents thereof. The employee shall have the right to submit a written response to such materials which will be reviewed by the Executive Director of Human Resources and attached to the file copy.
5. Any statements by any district employee placed in an employee's file(s) shall be certified as true and accurate, under penalty of perjury to the best knowledge of the signer.
6. Access to an employee's personnel file shall be limited to persons who have a valid need to inspect the file for purposes related to legitimate District interests and who have obtained the prior approval of the Executive Director of Human Resources. All persons reviewing a personnel file, other than Human Resources personnel, shall indicate such review by entering their name, position, and the date on a log kept in each file.

## J. Complaints

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

### 1. Informal Process

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

### 2. Formal Process

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

- a. An employee shall be informed in writing of the complaint.
- b. The building principal or his/her designee shall meet with the employee to discuss the complaint. The member will receive a copy of the complaint at or before this meeting.
- c. The meeting shall occur within ten (10) working days of receipt of the complaint if both parties are available or as soon thereafter as possible.
- d. Before a written complaint is placed in an employee's personnel file, the District shall investigate the complaint and determine the complaint's validity. The results of the investigation indicating the area(s) of the written complaint found to be valid or invalid shall be reduced to writing and attached to the complaint.
- e. If the complaint is placed in the employee's personnel file it shall include at least the following information: name of the employee against whom the complaint is made, the date and nature of the complaint, [the name of the complainant](#), and the statement of validity. The employee shall have the right to attach a written response to the complaint.

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f. The District will notify the employee of the disposition of the complaint in a timely manner.

3. General Provisions (These apply to both informal and formal processes.)

a. Oral, unsigned or anonymous complaints shall not without further investigation, be:

i. used by the district as a basis for discipline

ii. reflected in the teacher's evaluation or personnel file

iii. reduced to writing by any district administrator unless the administrator anticipates further investigation.

b. When investigating anonymous complaints, the District may only use independently corroborated evidence for discipline or evaluation purposes. Nothing in Subsection 3 precludes the District from presenting evidence of the initial complaint to explain the District's subsequent investigation.

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c. Any party involved in the complaint process shall be assured freedom from criticism, discrimination, or reprisal in processing a complaint.

d. The employee shall have the right to Association representation of his/her choice in any meeting involving a complaint.

**K. Final Evaluation**

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

**L. Personal Life**

The personal life of a teacher is not an appropriate concern of the District unless it interferes with the teacher's contractual responsibilities. The personal property of teachers shall not be subject to search by any district

representative without a search warrant or prior approval of the teacher, except in cases where there is reasonable suspicion of imminent danger to students, or facilities.

**M. Workplace and Environmental Safety**

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

**N. Student Performance**

Student performance on tests shall not serve as the sole basis for transfer, evaluation, or disciplinary action.

**O. Teaching Materials**

It is the intent of the parties that members need to have the instructional materials and technology necessary to implement the District's educational programs. The District will determine what instructional and technological materials, equipment and training is necessary for members to implement the educational programs of the District.

## **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 retain 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 employees who have been previously employed in the District shall be one hundred eighty six (186) days. The standard contract year for new employees 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. The District may only exceed the total instructional hours calculation to convert three staff development days to a pupil instruction day as provided for in B.2.

### B. Distribution of Contract

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

1. 172 – Pupil Instruction days  
These days shall include conference days that are counted toward the total state required instructional hours.
2. 3 - Pupil instruction days and /or staff development days as determined by the school board. If scheduled, one will be used for Fall Convocation day.
3. 4 - Staff development days (K-12)
4. 1 - Mid-Year Planning Day (K-12) There will be no required District and/or building staff meetings on this day.
5. 1 - Fall pre-instructional day.  
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. 1 - Post instructional day. There shall be no required District and/or building staff meetings on this day.

Paul Dakopolos 4/13/11 11:33 AM  
**Deleted:** For 2010-11 school year the parties will abide by the 8-10-10 MOU. The total instructional hours percentage will not be considered part of status quo for the contract ending June 30, 2011.

Lorie A. Odegaard 4/13/12 3:45 PM  
**Deleted:** 4

Lorie A. Odegaard 4/13/12 3:45 PM  
**Deleted:** state allowed inservice

Lorie A. Odegaard 4/13/12 3:49 PM  
**Deleted:** 21 - Staff development days (K-56)

Cynthia J. Lee 4/19/12 10:43 AM  
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Lorie A. Odegaard 4/13/12 3:49 PM  
**Deleted:** 2

Lorie A. Odegaard 4/13/12 3:49 PM  
**Deleted:** 67

Cynthia J. Lee 4/19/12 10:42 AM  
**Deleted:** These days are to be scheduled as inservice days but may be shifted to pupil instruction days if necessary to meet the state requirements as a result of emergency closure. These days will be planned by the administration after input from staff and need not be scheduled in such a way as to qualify as student contact days under state guidelines. These days will not be used for inclement weather or emergency closures days in Article 8.D. -

Paul Dakopolos 4/29/11 2:01 PM  
**Deleted:** 4

Paul Dakopolos 4/13/11 11:35 AM  
**Deleted:** Portfolio or Designated Day (K-12)

Paul Dakopolos 4/13/11 11:35 AM  
**Deleted:** -

Paul Dakopolos 4/13/11 11:35 AM  
**Deleted:** Teachers with portfolio requirements will use this day to fulfill the portfolio obligations (... [1])

Lorie A. Odegaard 4/13/12 3:52 PM  
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Paul Dakopolos 4/29/11 2:02 PM  
**Deleted:** 6

Lorie A. Odegaard 4/13/12 3:52 PM  
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Lorie A. Odegaard 4/13/12 3:52 PM  
**Deleted:** s\*

Lorie A. Odegaard 4/13/12 3:54 PM  
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Paul Dakopolos 4/29/11 2:02 PM  
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Lorie A. Odegaard 4/13/12 3:54 PM  
**Deleted:** Pre/p

Lorie A. Odegaard 4/13/12 3:55 PM  
**Deleted:** —to be determined when the calendar (... [2])

7. 4 -Pupil evaluation and/or course development days.

These days are to be 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. If District schedules elementary conferences, then one of these days shall be designated as a conference preparation day.

Lorie A. Odegaard 4/13/12 3:55 PM  
**Deleted:** 6

Paul Dakopolos 4/29/11 2:02 PM  
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Lorie A. Odegaard 4/13/12 3:56 PM  
**Deleted:** \*\*K-5 will include two grading days and two pupil evaluation days which may include date teams/evaluation to adjust instruction. 6-12 will include four grading days.

Cynthia J. Lee 4/19/12 11:06 AM  
**Deleted:** -

Lorie A. Odegaard 4/13/12 3:58 PM  
**Deleted:** \*No more than one day shall be devoted to District and building meetings. The second day shall be utilized for teacher preparation. -  
 \*\*There shall be no required District and/or building staff meetings on these days unless they have been mutually scheduled with the Association. -

**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, inservice 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 or training or data analysis. On early release days, any planned activities will not start until twenty (20) minutes after student dismissal or after completion of duties. On late arrival days, any planned activities will end fifteen (15) minutes prior to the start of school.

Paul Dakopolos 4/13/11 11:32 AM  
**Deleted:** The District and Association will collaborate to form a committee charged with investigating the issues raised during bargaining that pertain to Articles 7 and 9. The committee will report its findings to the District and the Association by January 31, 2011.

## Article 8 Emergency Closure

### A. Reporting to Work

In the event of school closure due to emergency conditions, employees will not be required to report to work. For the purpose of this section the term “emergency conditions” is intended to cover 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 work day, the employee 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 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 days will be added to the calendar and not scheduled professional development or other workdays.

Paul Dakopolos 4/13/11 11:40 AM

**Deleted:** 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. The Association President and two representatives of his/her choosing shall meet with the administration for the purpose of making recommendations regarding calendar adjustment.

Paul Dakopolos 4/13/11 11:40 AM

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## Article 9 Teaching Hours

### A. Length of Workday

The workday for full-time employees shall be eight (8) hours Monday through ~~Friday~~.

Paul Dakopolos 4/13/11 11:44 AM

**Deleted:** Thursday and seven and one-half (7½) hours Friday

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

### B. Non-Pupil Contact Time

The employee work-day schedule shall include:

Cynthia J. Lee 4/19/12 11:09 AM

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5. . The Association and District shall meet yearly to review transportation requirements. .

1. Duty free lunch at all levels—minimum of thirty (30) minutes uninterrupted, plus passing time not to exceed five (5) minutes.
2. Preparation time:  
Preparation time will be given in continuous, uninterrupted minutes. Use of this time for preparation shall be determined by the teacher, with the exception of an emergency or an unavoidable interruption.

Kindergarten—at least two (2) thirty (30) minute sections per day.

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Elementary Specialists—five (5) hours per week (in sections of no less than thirty [30] minutes).

Grades 1-5 — sixty (60) minutes per day average. The District will, whenever possible, include no less than nine (9) thirty (30) minute sections per week or one (1) forty-five (45) minute period per day,

Grades 6-12 — one class period section per day average for a “traditional” schedule,

3. Elementary specialists shall have on an average a student contact day no longer than the average student contact day of other intermediate teachers. Elementary specialists who teach prior to or after the normal student contact day shall be given compensatory time within the student contact day. Such time shall count as compensatory non-student contact time only if it is provided in at least thirty (30) minute blocks.
4. Elementary counselors shall not have extra-duty assignments beyond those typically assigned to all teachers.
5. Job sharing assignments: The District will endeavor to assign preparation time on a basis that will equalize the teachers’ responsibilities.
6. Initial schedules (including staff start and stop times, student arrival and departure times and teacher preparation times) shall be provided to employees prior to the first student contact day of each school year. The Association shall be provided copies of the building schedules by the second week of school.
7. Teachers who assume the responsibility for setting their own schedules or for designing a program must receive District approval each school year for the schedule or program design. And, in these cases, it shall be the individual teacher’s responsibility to build appropriate prep time into their schedule.

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Deleted: 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.).

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\*

\*\*Five 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.

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Deleted: Representatives from the District and the Association will work together to resolve site-specific concerns about quality program, consistency of program and preparation time.

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**C. Number of Preparations**

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

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

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

Cynthia J. Lee 4/19/12 11:11 AM

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

A team block assignment, which includes the teaching of three (3) courses in a core subject area (e.g. English, Social Studies, and Science) and one team prep period, will be classified as .5 FTE.

The teacher accepting this assignment will split team prep time with his or her own personal prep time as per Article 9, section B, number 2 of the contract. It will be up to each individual team in coordination with their administrator as to how this will work.

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

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**D. Parent Teacher Conferences**

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

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**E. Meetings**

1. It is intended that all building meetings shall be scheduled within the work day but shall not infringe on preparation time as designated by the schedule set forth in Section B.2 of this article.

Cynthia J. Lee 4/19/12 11:16 AM

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2. Individual building hours may be adjusted to hold building staff meetings as long as such adjustment stays within the parameters set forth in Section A or F of this article. Any adjustments in time schedules shall be made by the building administrator with input from the employees.

**F. Compensatory Time**

1. Compensatory time shall, upon employee request, be arranged in the amount of time equal to the amount spent for any of the following:
  - a. Any District and/or building responsibility scheduled beyond the normal work day.
  - b. Whenever an employee is given additional supervisory responsibilities within the work day, beyond his/her regular assignment unless resulting from a personal emergency.
2. Employees will notify the administrator in a timely manner when compensatory time is being used or accrued.
3. When employees participate in meetings beyond the normal work day, the administrator shall make every effort to arrange adequate opportunities for compensatory time. If the teacher feels the arrangements for providing comp time are not adequate, s/he may request they be reviewed by the district office.
4. Compensatory time is not expected to be taken within the regular teacher-pupil contact period (i.e., during regularly assigned classes which might create the need for a substitute), or during designated preparation periods.
5. All employees may be required by their building administrators to return for after-school activities up to three (3) times per school year without compensatory time. It is understood that employees may be required to return for more than three (3) after-school activities. In such cases, compensatory time shall be provided in accordance with section F of this article.

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

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

**G. 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.

Paul Dakopolos 4/13/11 11:46 AM

**Deleted: H. - Release Time for Wellness Activities**

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

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Cynthia J. Lee 4/19/12 11:16 AM

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**Deleted: J. - The District and the Association will collaborate** to form a committee charged with investigating the issues raised during bargaining that pertain to Articles 7 and 9. The committee will report its findings to the District and the Association by January 31, 2011.

## **Article 10**

### **Employee Assignment**

#### **A. General**

1. 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. Employees 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 employee assignments are at the discretion of the District, subject to terms of this agreement.
2. All current employees shall be assigned to a position that is within their current grade level category (i.e., K-3, 4-6, or 7-12) prior to assigning new employees to those positions.
3. Changes in class or subject assignment:
  - a. Employees are to be notified by the building administrator as soon as these changes are known.
  - b. Days (based on the employee's work day) will be provided to accommodate change(s):
    - i. for the employee who is transferred to another building, two (2) days;
    - ii. for involuntary in-building changes in room assignment for self-contained classrooms, one (1) day; and;
    - iii. for in-building transfers that occur during the work year which involve a grade level change or a change in fifty percent (50%) or more of the teaching assignment, one (1) day.

One or more of the above days may be used on a non-contract day. Pay is to be at the current substitute rate.

- c. If an employee's assignment is to be changed, there will be a review by the Assistant Superintendent or the Executive Director of Human Resources upon written request of the affected employee.
- d. The Assistant Superintendent or the Executive Director of Human Resources will give a prompt written response including his/her decision and rationale.

**B. Specialists**

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

## Article 11 Vacancies, Promotions and Transfers

### A. Definition of Vacancy

A vacancy shall be defined in the Agreement as any opening created by any of the following circumstances:

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

### B. Notification of Vacancies

Notification of all vacancies will appear in the Eye on the District section of the District's first class email system or the District website. Vacancies will remain on the District's website for a minimum of five (5) days. On the first of each month the District will provide the Association with a printed update of all job postings. Notices of vacancies occurring during the summer will be mailed to the home address of those who indicated in writing a desire for a specific assignment. All postings will indicate a specific deadline for application, a definition of the position and the expected duration of the position. In-District applicants 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 representative. A list of all in-District applications will be forwarded to the president of the Association.

Cynthia J. Lee 4/16/12 9:06 AM

**Deleted:** as they become known within the District will be posted in all staff rooms during the school year with a copy forwarded to the president of the Association

Cynthia J. Lee 4/19/12 11:17 AM

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### C. Voluntary Transfer

Employees who desire a change in grade and/or subject assignment or who desire to transfer to another building may file a written statement of such desire not later than April 1, or as openings become known for the following school year. This statement is to be filed with the Executive Director of Human Resources.

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Such statement will include the grade and/or subject to which the employee 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 April 1, an employee will have ten (10) work days to

apply for a transfer to that position. After interviewing all 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 employee. Where vacancies do not exist and mutually agreed transfers are desired, they will be taken into consideration. After the annual spring district transfer process is completed, employees will continue to be eligible for transfer but must apply for each opening in which they are interested. The District shall notify in-district candidates as to when this transfer process has closed

An employee 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 employee for selection for involuntary transfer based on normal selection criteria.

**D. 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 employees are equally qualified by license and seniority, retention in the position shall be determined by the affected employees' drawing of lots.

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

Written notice of an involuntary transfer will be given to the employee at least ten (10) school days prior to the effective transfer date. Upon receipt of this notice, the employee may make a written request to the

Executive Director of Human Resources for a written explanation for the transfer.

Exclusion—Transfers that occur prior to the end of September, but after the commencement of the school year. 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 employee and, if desired, his/her representative.

Whenever an employee 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. During the regular April transfer process, employees involuntarily transferred because their position is being reduced or eliminated will be given priority in the placement process

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 employees and with the Association before a final decision is reached.

The District, where possible, will endeavor not to subject an employee to an involuntary transfer more than twice in five (5) years, except in a case of reduction of force.

All involuntary transfers will be reviewed by the Executive Director of Human Resources with the employee, and, if desired, his/her representative.



## 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.

Paul Dakopolos 4/13/11 11:52 AM  
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### 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 work day.

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 representative, if requested), with the objective of resolving the matter informally.

Paul Dakopolos 4/13/11 11:52 AM

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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 becomes known to the employee, any grievance shall be deemed waived. The Grievant may be accompanied and represented by an individual of his/her choice when presenting the written grievance.

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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.

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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.

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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 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.

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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 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.

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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](#) to submit a list of five (5) 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 fifth and remaining name shall act as the arbitrator.

Paul Dakopolos 4/13/11 11:55 AM  
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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.

Paul Dakopolos 4/13/11 11:55 AM  
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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.

Paul Dakopolos 4/22/11 8:29 AM  
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Paul Dakopolos 4/13/11 11:55 AM  
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**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 representative. Commencing at Level Two of the grievance procedure, the Association shall have the right to be present and to state its views.

Paul Dakopolos 4/13/11 11:56 AM

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**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.

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**H. Other Concerns**

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

## **Article 13**

### **Academic Freedom**

#### **A. Employee Rights and Responsibilities**

The Board and the Association agree that it is an employee's right and responsibility to study, investigate, present, interpret and discuss all relevant facts and ideas in the field of his/her professional competence. As a professional, the employee strives to maintain a spirit of free inquiry, open-mindedness, and impartiality in his/her classroom.

The District shall include teachers in the development of curriculum and the recommendation for the selection of teaching materials. Supplemental materials and instructional methodology may be used by teachers in accordance with District policy and building procedures.

#### **B. Personal and Academic Freedom Committee**

In the event an employee 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 a "Personal and Academic Freedom Committee". The PAFC will be composed of two (2) employees 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 employee 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

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

#### A. Emergency

1. Employees shall be granted emergency leave with full pay in an amount up to two (2) days per year over the course of this Agreement, usable in not less than one-half (½) day portions. However, no employee may use more than five (5) days in any one (1) year without approval of the Superintendent. Applications shall be submitted to the building principal or immediate supervisor of the employee.

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This leave may be granted for the following reasons:

- a. serious illness or serious injury to a party in the employee's immediate family\*
- b. Major family events (such as but not limited to, graduation, wedding, birth, return from overseas military deployment)
- c. serious household emergencies (any emergency which cannot be cared for outside of the regular work day)
- d. funerals for close friends,

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2. Requests for emergency leave should be made at least five (5) days in advance when such action is feasible. Absences made necessary for emergencies may be approved if application is made immediately (within three [3] school days) upon return to service. All denials will be reviewed automatically by the Superintendent or designee.

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Emergency days may not be used to extend the Thanksgiving, winter or spring breaks. If a true emergency arises during these time periods, requests must be presented to the Director of Human Resources with

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proof of the emergency for paid time off to be granted as determined by the Director of Human Resources.

3. An additional three (3) days may be approved by the Superintendent or designee.
4. Other days missed because of emergencies will be non-paid subject to provisions 1 and 2 above. The exception to this shall be religious obligations which cannot be satisfied outside of the regular workday. These shall be considered under section A.1. of this article.

Immediate family shall include the employee'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.

#### **B. Discretionary**

1. Each member of the bargaining unit will be allowed to take up to one (1) day of discretionary leave per year upon submission of request for such leave, usable in not less than one-half (½) day portions. Requests for discretionary leave should be made at least five (5) days in advance when such action is feasible.
2. The District will not require the employee to state the reason for the leave.
3. No carryover of this leave is permitted.

#### **C. Cost of Substitute Leave**

Each full-time employee 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 work day. 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.

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**D. Sick Leave**

Employees who are absent because of personal illness or injury or pregnancy or to care for an ill or injured member of the immediate family as defined in OFLA/FMLA shall receive compensation on account of sickness during such absence in accordance with the following provisions:

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1. All employees working on 186 or 187 day contracts shall be granted ten (10) days sick leave during each school year, employees working 210-day contracts receive eleven (11) days and those on 230-day contracts, twelve (12). Such sick leave shall be credited to said employees on the first school day of the fall semester. In case of employees 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. An employee 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. With the May paycheck each employee shall be given a written accounting of his/her accumulated sick leave.
5. Verification—a grant of sick leave in excess of five (5) consecutive days may be verified by a written statement from the employee’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.

Illness of less than five (5) days’ duration may require verification if requested by the principal or Superintendent.

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 employee 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 employee and his/her physician but in no case for more than the balance of the school year.
9. Sick Leave Bank-The District and the Association agree to form a committee to work out the details of a sick leave bank which generally covers the following points:
  - a. One sick leave bank will cover all District employees, including Association members.
  - b. The District will guarantee a starting balance of 93 days for Association members.
  - c. The details of the sick leave bank will be mutually agreed to by the Association and the District.

**E. Legal Proceedings**

Any employee 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 employee or the Association against the District. In a case initiated by the employee for the purpose of promoting the employee's business interests, such leave shall be considered under the provisions of Article 14, A. Any fee the employee receives for service, excluding money received for expenses for either jury duty or court appearances, shall be remitted to the District.

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**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 employee's employment shall not be charged totally against the employee's sick leave days. The District shall pay to such employee the difference between his/her regular salary and the benefits received by him/her under the Oregon Workmen's Compensation Law and applied against sick leave on a pro-rated basis of the employee's salary. The District's obligation ends when the employee's sick leave days are exhausted.

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**G. Military Leave**

In accordance with ORS 408.290, any employee 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. An employee 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 employee within ten (10) days following the request.

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**H. Extra Duty Assignments**

District employees 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.

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**I. Bereavement**

In the event that one (1) discretionary and two (2) emergency days as defined in Article 14, A. have been utilized, district employees shall be allowed up to (3) days of absence with pay per occurrence for a death in the immediate family, as defined in Article 14, A. 4.

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

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## Article 15 Unpaid Leaves of Absence

**A. Advanced Study**

A leave of absence of up to one (1) year may be granted to any [contract](#) employee, upon application, for the purpose of engaging in a planned program of advanced study.

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**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 an employee who has been involuntarily inducted for military duty in any branch of the Armed Forces of the United States.

**D. Medical Leave**

Any employee, 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 employee's attending physician or practitioner written verification of the need for such leave.

**E. Family and Medical Leave (FMLA)**

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

**F. Personal Leave**

Upon request, an employee 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. Persons on leave shall confirm their intention to return to the District by April 1, if the employee 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 employee the deadlines may be waived by the District if the circumstances of the return are beyond the employee's control.

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

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**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 Board for consideration.

**I. Fringe Benefits**

During the term of leave granted pursuant to this article, the Board shall continue to provide said employee at employee expense with any fringe benefits available to active employees as fully as though said employee 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 April 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 received prior approval of his/her principal or immediate supervisor; and (b) a minimum of two 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.

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### 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. Employees will follow the current procedures established for the District sub finder system.

**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. Disruptive Students

1. When, in the judgment of a teacher, a student is by his/her behavior disrupting the instructional program to the detriment of other students, the teacher may send the student to an administrator or designee. If requested by the teacher, communication shall occur between the administrator or his/her designee and the teacher before the student is authorized to return to class. If deemed necessary, the administrator may involve a parent in the conference.
2. As soon as possible, but not later than the conclusion of the following school day, the referring teacher shall submit a written report including a statement of the facts and a summary of conditions which led to the referral and steps taken by the teacher to remedy the situation.
3. Where the principal and teacher concur, a student may be detained for a set period of time before returning to the classroom.
4. All teachers are responsible for understanding the building discipline codes and the District's policy on student discipline which may be found on the District's website or in the building's staff handbook.
5. 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 assigned to them.

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### B. 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.

Additionally, the building or District procedures shall include: feedback to appropriate teachers on disciplinary actions; staff procedures for dealing

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with discipline; and methods for informing teachers of students who present safety/behavioral concerns.

**C. Building Discipline Inservice**

The District and school administration shall provide training on discipline topics, including legal issues surrounding student discipline and methods for intervening in crisis situations. as well training for case managers and counselors regarding behavior plans under IDEA/Section 504 and when information may be shared with staff.

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## Article 19 Tuition, Project and /or Workshop Reimbursement

### A. Reimbursement Allocation and Authorization

For the duration of this agreement, each full-time employee shall be entitled to tuition reimbursement as follows:

Each fulltime employee shall have a reimbursable amount equivalent to twelve (12) hours at Fall 2011 Portland State University graduate rate during the life of the contract.

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Tuition money may be used in the following manner:

1. At the employee's request, to pay for tuition for classes, workshops and conferences that align with the employee's professional goals, building goals, district goals, and/or license/credential requirements.
2. Upon district approval, to pay for travel and related costs for classes, workshops and conferences.
3. At the employee's request, to pay for the cost of a substitute (if one is required) necessary to attend classes, workshops or conferences at the employee's request. The employee 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 teachers who have been or may be RIFed from current position.
    - ii. for teachers 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. The District shall on an annual basis provide each employee who has used this during the term of contract with an itemization showing amounts of tuition dollars used and remaining.

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**B. Reimbursement Procedure**

To qualify for reimbursement for classes taken, the employee shall notify the District of intent to seek reimbursement prior to the start of class. Following the conclusion of class, the employee will submit a grade slip indicating successful completion of the class to the District. The grade slip shall be submitted within one (1) month of its receipt by the employee. Additionally, the employee shall submit verification of cost for classes taken.

All notices of intent for tuition reimbursement shall be submitted on or before June 30<sup>th</sup> 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 employee 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 employee of the responsibility of submitting grade slips as outlined in this section. Employees 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 that in some situations this may create a financial hardship, thus preventing the employee

from taking classes. In these instances, the employee may apply to the District for consideration for prepayment.

The District shall not be responsible for payment for the course if the employee 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.

**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. Deductions Authorization**

Any employee who is a member of the Association or who has applied for membership, may sign and deliver personally or through the Association to the Superintendent, an assignment authorizing deductions for membership dues in OEA-NEA-REA. Such authorization shall continue in effect from year to year, unless revoked in writing as hereinafter provided. Pursuant to such authorization, the District shall deduct one-tenth (1/10th) of such dues from the regular salary check of the employee each month for ten months, beginning in October and ending in July each year. Deductions for employees who join the Association after the commencement of the school year shall be appropriately prorated so that payments will be completed by the following July.

#### **B. Withdrawing Deductions**

Withdrawing the payroll deduction for such dues may be accomplished by writing a letter to the office of the Association and the office of the Superintendent and delivered prior to the fifteenth (15th) day of October of any year.

#### **C. Association Notification**

A computer printout of employees on Association dues deduction shall be sent to the Association together with the remittance due to the OEA-NEA-REA, as soon as possible after the monthly salary checks have been received by the employees of the District.

#### **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:

- Association Dues or Equivalency
- 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 monthly pay day shall be established by mutual agreement of the District and the Association at the time the District yearly calendar is developed. In the event the District and the Association are unable to mutually agree on a pay day, then the pay day shall be on the 25th of each month. If the pay day falls on Sunday, employees will receive their checks on Monday. 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. The employee has a choice of either receiving three (3) checks in June or having one check mailed each month during June, July and August. If an employee wishes to receive his/her summer checks monthly, a written request must be submitted to the Human Resources Office by May 30.

2. The District shall maintain an example payroll check on its website that provides explanations of various deductions and contributions.

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**H. Local Dues**

1. To assure that employees covered by this Agreement are adequately represented by the Association, the District shall deduct an amount equal to one hundred percent (100%) of REA-OEA-NEA dues from the salary of each employee who is not a member of the Association.
2. The District and the Association agree that ORS 243.650 and ORS 243.666 shall apply which provides for the payment of dues to a non-

religious charity or another charitable organization provided the religious tenets of the employee do not allow him/her to belong to a union.

3. Any employee who has not requested local Association dues or who has not certified to the District that s/he has paid, or is paying his/her dues directly to the Association, shall be subject to the provisions of this Article. Such request for payroll deduction or certification of direct payment of dues shall be made by October 15.

**I. Indemnification**

1. The Association agrees to hold the District harmless against any and all claims, suits, orders or judgments brought against the District as a result of all deductions provided for in this Article, paragraph H.
2. 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 2011-2012 and 2012-2013 school years shall be set forth in Appendix A.

There shall be no adjustment or increases to the Salary Schedule for 2011-2012 and for 2012-2013.

There shall be **no Vertical (experience) Step increases and no Horizontal column movement for the 2011-2012 school year or for the 2012-2013 school year.**

[Note: The additional cost of the status quo obligation for 2011-2012 is \$658,029. The additional cost of the status quo obligation for 2012-2013 is \$658,029. This is reflected in the Cost Summary.]

### B. Credit

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

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

### C. Missed Contract Days

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

### D. Extended Contract

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

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

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

**E. Experience**

One step on the salary schedule is granted for each year's experience. Any employee who is contracted for no less than one hundred thirty-five (135) days shall be credited with a full year's teaching experience.

**F. Extended Day**

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

**G. Hours for Credit**

Hours for credit shall be given as follows:

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

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E. - Hours for Movement -

An employee who has completed college work which will advance him/her to another salary schedule column shall furnish evidence thereof prior to September 30, January 15, or April 15, by official transcript or other statement from the registrar of the institution in which the work was done. Transcripts shall be evaluated three times a year and employees shall be able to move on the salary schedule at the appropriate time. The original contract shall be revised upon presentation of proper evidence by any of the three cut-off dates: September 30, January 15, or April 15. -

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G. - Vertical Movement -

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

1. - No more than one (1) vertical step shall be granted in any one school year. -

2. - Employees who have been at the top of a salary schedule for more than one (1) year\*, and who move to a new column in September, shall move over to the new column and up one (1) step. Subsequent vertical movement shall occur each September. -

3. - Employees who have been at the top of a salary column for more than three (3) years, and who move to a new column in January or April, shall move up one (1) vertical step at the time of the column move. Subsequent vertical movement shall occur each September. -

4. - Employees who have been at the top of a salary schedule for more than one (1) year but less than three (3) years, and who move to a new column in January or April, shall move up one (1) vertical step at the time of the move, but shall not move vertically again until one (1) year from the following September. Subsequent vertical movement sh...

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Cynthia J. Lee 4/17/12 11:02 AM

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

**H. 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.

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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.

**I. 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.

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**J. 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.

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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 those instances where satisfactory performance is not maintained, the District may terminate the extra duty assignment without a Board hearing provided the unsatisfactory performance has been demonstrated through the evaluation process and the procedure in this Agreement has been followed.
4. All personnel assigned extra duties (for which compensation is paid) shall receive an addendum prior to the commencement of that activity including salary to be paid.
5. Salaries for any extra-duty position created during the term of this Agreement shall be negotiated with the Association.
6. The Association and the District shall form a joint committee to determine compensation for duties typically assigned to department heads in the past.

Music:

1. It will be the responsibility of the music supervisor and the building principal to evaluate extra-duty assignments.
2. 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.

Clubs:

1. The following stipulations shall apply regarding the formation of clubs at the high school level, and the resultant compensation of high school club advisors:

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Paul Dakopolos 4/14/11 3:06 PM

**Deleted:** 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.

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**Deleted:** 6. . In those instances where satisfactory performance is not maintained, the District may terminate the extra duty assignment without a Board hearing provided the unsatisfactory performance has been demonstrated through the evaluation process and the procedure in this Agreement has been followed.

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

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**Athletics:**

- 1. 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.

2. Coaching assignments and supervision shall be handled in the following manner:

- a. Coaching assignments shall be made by the principal and the athletic director after meeting with the head coach, to review their recommendations.
- b. If any of these parties are dissatisfied with the final coaching assignments, s/he may request that the Assistant Superintendent or Director of Human Resources review such assignments before they are made final.
- c. Coaching assignments shall be made so as to balance the District articulation needs and the building needs.
- d. Recommendations and assignments shall be based on final evaluation made the preceding year.
- e. It is the responsibility of the athletic director to complete the final evaluation of all coaches. Such evaluations shall reflect the input given by the head coach(s). Input by the head coach(s) shall be given in the area(s) of supervision for which they are responsible.
- f. The head coach at each level shall be responsible for providing input regarding all assistant coaches in his/her sport.

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Deleted: and athletic coordinator

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Paul Dakopolos 4/14/11 3:22 PM  
Deleted: and athletic coordinator.

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Deleted: The high school head coach shall also be responsible for providing input regarding the middle school head coach. The high school head coach may also provide input for the middle school assistant coaches where scheduling makes this practical.

- g. Any head coach or athletic coordinator who feels the final evaluation of a coach does not accurately reflect the input given may request the evaluation be reviewed by the Assistant Superintendent or the Director of Human Resources.
- h. Coaches shall be made aware of all District and/or building expectations regarding their assignments. Yearly evaluations shall be on the appropriate form and shall be based on these expectations.
- i. At the point that is determined that a coach is not meeting District and/or building expectations, s/he shall be informed of the area(s) of deficiency, by the person observing the deficiency, in the meeting with the evaluator. If the deficiency continues, it shall be noted on the final written evaluation.
- j. A coach failing to adequately meet District and/or building expectations may be transferred to a different coaching position or removed from his/her coaching position.
- k. 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 Curriculum Committee<sup>1</sup> & Evening School  
Rate equal to the hourly rate at the A-0 salary step

Building Talented and Gifted (TAG) Coordinators 1%

<u>High School</u>			
<u>Baseball</u>		<u>Golf</u>	8%
Head	13%	<u>Soccer</u>	
V Assistant	9%	Head	11%

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**Deleted:** j. . If, after a reasonable amount of time, the coach has not corrected noted deficiencies, s/he may be placed "on notice". "On notice" placement shall be accompanied by a written notification stating the area(s) of deficiency, steps necessary for improvement and a reasonable timeline for improvement. -

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**Deleted:** 8. . All personnel assigned extra duties (for which compensation is paid) shall receive an addendum prior to the commencement of that activity including salary to be paid. -

9. . Salaries for any extra-duty position created during the term of this Agreement shall be negotiated with the Association. -

10. . The Association and the District shall form a joint committee to determine compensation for duties typically assigned to department heads in the past. -

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**Deleted:** 12. . The following stipulations shall apply regarding the formation of clubs at the high school level, and the resultant compensation of high school club advisors: -

a. . All clubs must write a charter and have it approved by the activities administrator. -

i. . The charter must include the following: A mission statement outlining the purpose of the club. The type of activities in which the club will participate. The estimated number of students that will participate in the club. The estimated number of meetings and activities the club will have each year. A schedule of the meeting and activities for the year. An estimated number of contact hours for the year. -

ii. . Initial and continued funding of approved ... [4]

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**Deleted:** District -  
 Wellness Coord - 5% - Curriculum Committee<sup>1</sup> & -  
 Compensatory Time - - Evening School -  
 - Rate equal to the hourly - - - Rate equal to the hourly - ... [5]

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JV Assistant	8%	Assistant	8%
Assistant	8%	<b>Softball</b>	
		Head	13%
<b>Basketball</b>		Assistant	8%
Head	16%	<b>Swimming</b>	
V Assistant	10%	Head	13%
Assistant	9%	Assistant	8%
<b>Cheerleading</b>		<b>Tennis</b>	8%
Head (Fall or Winter)	8%	<b>Track</b>	
Assistant (Fall or Winter)	4%	Head	15%
(includes travel to away games)		V Assistant	9%
<b>Cross Country</b>		Assistant	8%
Coed	13%	<b>Volleyball</b>	
Assistant	8%	Head	14%
<b>Dance and Drill Team</b>	8%	Assistant	8%
Assistant	4%	<b>Water Polo</b>	
<b>Flag team Advisor</b>	4%	Head	13%
<b>Football</b>		Assistant	8%
Head	16%	<b>Wrestling</b>	
Defensive Coord	13%	Head	15%
V Assistant	10%	V Assistant	9%
Head JV/Freshman	9%	Assistant	8%
JV Assistant	8%		

**High School continued**

<b>Approved Club Adv</b>	1 - 4%	<b>Newspaper</b>	10%
<b>Class Advisor<sup>2</sup></b>		<b>Speech</b>	
<b>Department Head</b>		Head	11%
(District) Number of people in		Assistant	8%
Department		<b>Yearbook</b>	10%
1	2%	<b>Assigned Overnight</b>	.3%
2 - 4	3%	Trip Supervision	per
5 - 7	4%	(maximum of 15	night
8+	5%	nights)	
<b>Drama</b>		<b>Band</b>	13%
Head	5%, 5%, 7%	Musical Drama	6%
Three major Performances per year			

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(7% for Musical)		<b>Orchestra</b>	3%
League Duties	2%		
		<b>Vocal</b>	10%
<b>Hospitality/Tourism</b>	8%	Musical Drama	5%
Food Instructor			
Extra-duty		<b>Satellite Campus</b>	10%
<b>Leadership Council</b>	5%	Teacher-In-Charge	
<b>Leadership/Activity</b>	13%	(no campus administrator assigned)	
<b>Director</b>			
<b>Mock Trial</b>	6%		

**K. Early Retirement**

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

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

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

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

- i. Early retirement payments may continue beyond age 62 (to a maximum of age 65).

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- ii. The "age 62 cutoff" shall be extended by the number of years an employee is short of thirty (30) years qualified PERS service at age 59.
- c. In order to qualify for full benefits defined in this Article, the teacher must have completed at least thirteen (13) years of service from last date of hire (first day worked).

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

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

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

3. Payment for Unused Sick Leave

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

- a. Payments shall be \$50.00 per accumulated sick leave day.

- b. Payments may be:
  - i. in a lump-sum at retirement, or
  - ii. added to the monthly stipend provided in section M,1 of this article.
- c. For those who elect to take the district payment for unused sick leave, their sick leave account shall be considered by the district at zero (0) days, and reported to PERS accordingly.

**L. Deferred Compensation Plan**

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

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

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

Qualifications for matching funds:

Beyond full PERS retirement eligibility \$0 from District

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

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## Article 23 Fringe Benefits

### A. Amounts

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

\$900 per month, effective July 1, 2011,

### B. Distribution

1. Distribution of the District contributions shall be among the various mutually approved insurance and annuity programs:
  - a. Hospital medical plan
  - b. Dental plan
  - c. Life Insurance plan
  - d. Income replacement plan
  - e. Annuities
  - f. Vision care
  - g. Any future mutually acceptable plan
  
2. Annuities/TSA's are removed as an option for use of fringe dollar contributions of the District for employees hired on or after July 1, 1993. Any employee in the District as of June 30, 1993, who has elected to use any portion of their fringe dollars for TSA contributions prior to the end of the enrollment period in September, 1993, shall continue to have TSA's as an unrestricted option for fringe distribution. Any employee in the District as of June 30, 1993, who has either not elected to use any portion of their fringe dollars for TSA's by the end of the enrollment period in September, 1993 or who elected by the end of the enrollment period in September 1993 but later discontinues their election, shall not thereafter have TSA's available as an option for fringe distribution.

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**Deleted:** \$800 per month, effective October 1, 2009 .

Paul Dakopolos 4/14/11 3:32 PM

**Deleted:** October 1, 2010

**C. Term Life Insurance**

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

**D. Notification**

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

## Article 24 Funding

- A. Notwithstanding any language to the contrary in Article 25, Reduction in Force, Article 7, Employee Work Year, Article 9, Teaching Hours, Article 22, Employee Compensation, and Article 23, Fringe Benefits, or any other contrary provision of this Agreement, the parties to this Agreement recognize that revenue to fund the compensation provided by this Agreement must be approved by established budget procedures and appropriated and distributed by the state Legislature and the state of Oregon. All compensation and levels of employment are, therefore, contingent upon adequate sources of revenue. In the event of a lack of revenue or loss of revenue, the District retains the right to institute a partial or complete school closure.
- B. In the event that a lack of revenue, or projected lack of revenue, is determined to have an adverse impact by the Board upon programs being offered by the District or staffing levels, the District may seek to reopen negotiations as to Compensation (Article 22, and the appropriate Appendix) and Fringe Benefits (Article 23). The District will consult with the Association's leadership regarding the potential steps to be taken in response to these adverse funding issues. The Association will be given the opportunity and up to thirty (30) days to propose recommendations to the School Board prior to the School Board taking any action in response to the adverse funding issues.
- C. In the event that the District chooses to reopen the negotiations as outlined above, the salary, insurance, and extra-curricular provisions shall remain in force at the level in effect on June 30 of the calendar year in which the notice to renegotiate is given. Such benefits shall continue until agreement is reached upon a successor to the wage, insurance, and extra-curricular benefit provisions contained herein.
- D. In the event that the District chooses not to reopen the negotiations as set forth above but, instead, implements a partial or complete school closure due to the loss of revenue, there shall be no requirement on the part of the District to pay for time not worked by any employee or to make up any lost days.

Paul Dakopolos 4/14/11 3:34 PM

**Deleted:** 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. -

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E. Nothing in Sections B, C or D of this Article requires either party to ask to reopen negotiations, or to agree to reopen negotiations if asked by the other.

F. During the period of any such school closure due to lack or loss of revenue, the District acknowledges that the bargaining unit members will be considered to be on layoff status and will be subject to the provisions of Article 25, Reduction in Force, notwithstanding any contrary or inconsistent provision of Article 25.

## Article 25 Layoff and Recall

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. **Layoff**

1. Seniority shall be defined as the employee's total length of continuous service in the District as a licensed teacher. Seniority will be computed and accrue from the teacher's first day of actual service in a bargaining unit position, and shall continue to accrue during approved leaves of absence. In case two or more teachers have the same date of employment with this District, the tie will be resolved by drawing lots.

Paul Dakopolos 4/14/11 3:36 PM

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**B.**

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**Deleted: Reduction in Staff**

1. Reduction within each licensure group described in Section A shall be made on the following basis:

a. Probationary and temporary employees shall be reduced first. If further reductions in force are made within that licensure group, the reduction shall be made from among the contract employees remaining in that licensure group.

b. An employee possessing a broader range of licensure shall not be involuntarily transferred outside his/her current subject area assignment in order to maintain a less senior employee.

2. Criteria for Reduction:

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

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

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

If the District identifies a more senior individual as not meeting the definition of competence, the District will then create a training program necessary for the member to become competent. The training program may include the following: college coursework, workshops, program visitations, and mentoring. 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.

... [6]



2. Whenever the Board determines that a layoff is necessary, it will notify the Association. As soon as practicable, notice will be given to the affected teachers of their layoff.
3. In the event the Board, in its discretion, determines that a layoff is necessary, then it will determine the teachers to be retained by means of the following criteria:
  - a. A determination of whether the teachers to be retained hold the proper license to fill the remaining position(s).
  - b. A determination of the seniority of the teachers to be retained; and
  - c. A determination of the competence or merit of a teacher being retained if the Board desires to layoff another teacher with greater seniority.
    - (1) If the District desires to retain a teacher with less seniority than a teacher being released under this section, the District will determine that the teacher being retained has more competence or merit than the teacher with more seniority who is being released.
    - (2) Nothing in paragraph 3, c, shall be construed to limit the operation of paragraph 3, a, that is, the requirement that a retained teacher be licensed to fill the remaining position.
4. Nothing in this Article shall be construed so as to interfere with the Board's right to dismiss or non-extend a contract teacher pursuant to the provisions of the Fair Dismissal Law or to dismiss or non-renew a probationary teacher pursuant to ORS 342.835 nor with the Board's rights as stated in paragraph 11, below. This Article applies to all layoffs of bargaining unit members regardless of the length of the layoff period.
5. In conducting a layoff under this Article, the District will first determine the program(s) or area(s) scheduled for reduction or elimination.

- a. After such determination, the District will make every reasonable effort to transfer teachers in such program(s) or area(s) to other vacant positions for which they are qualified and properly licensed.
  - b. The District will make every reasonable effort to combine positions in a manner which allows teachers to remain qualified so long as the combined positions meet the curricular needs of the District and the competence considerations specified in subsection 3, c, of this Article.
  - c. Layoffs will be based upon the criteria set forth in paragraph 3 above.
6. For the purpose of this Article, the term “competence” shall mean the ability to teach a subject or grade level based upon recent teaching experience related to that subject or grade level within the last five years or educational attainments, or both, but not based solely upon being licensed to teach.
7. For the purposes of this Article, the term “merit” shall mean the measurement of one teacher’s ability and effectiveness against the ability and effectiveness of another teacher, as determined by the District through its evaluation, discipline, and commendation processes.
8. Recall. If within 27 months from the first date of layoff, a vacancy occurs within the District for which a laid off teacher is qualified as per paragraph 9 below, the recall procedure outlined below will be followed.
- a. At the time of layoff, the District shall provide for laid off teachers to express in writing a desire to return to the District. The District shall also receive the teacher’s address for recall notification. In the event of a recall, the District shall notify the teacher who has expressed a desire to return to the District of the recall by certified mail, return receipt, sent to the last address given by the teacher to the District office. The teacher will have 15 calendar days from the receipt of such notice or 30

calendar days from the date of mailing of such notice, whichever is the earlier date, to notify the District of intent to return. The teacher must thereafter report on the starting date specified by the District providing that this will not be less than 14 days from the date the notice of recall was received, or lose all recall rights.

b. All benefits to which a teacher was entitled at the time of layoff, including unused accumulated sick leave, will be restored to the teacher upon the teacher's return to active employment, and the teacher will be placed on the proper step of the salary schedule. A teacher will not receive increment credit for the time spent on layoff unless the teacher was employed by an accredited school district as a teacher for a period of time equal to a majority of the District's workyear nor will such time count toward the fulfillment of time requirements for acquiring contract status. Employee benefits do not accrue during the time of layoff.

c. Teachers covered by this Article will have the option to continue insurance programs at their own expense subject to the approval of the insurance carrier.

d. Teachers covered by this Article will be given consideration for substitute teaching; such will not affect teacher recall rights.

9. In determining which teacher or teachers to recall, the Board will utilize the criteria set forth in paragraph 3 above. Any teacher who does not accept a recall will lose all further recall rights and will be deemed to have resigned from District employment. Any teacher not recalled pursuant to this Article within 27 months of layoff will be deemed to have resigned from District employment.

10. Any "appeal" from the Board's decision on layoff or recall pursuant to this Article shall be by means of a grievance filed pursuant to the Article on Grievance Procedure. The decision of the arbitrator will be final and binding on all interested parties as long as the arbitrator's decision is within his/her jurisdiction. The arbitrator's jurisdiction is further restricted as follows: The arbitrator is authorized to reverse

the layoff or recall decision made by the District only if the District:

- a. Exceeded its jurisdiction;
- b. Failed to follow the procedure applicable to the matter before it;
- c. Made a finding or order not supported by substantial evidence in the whole record; or
- d. Improperly construed the applicable law.

11. Revenue Reductions and Workyear Impact. The employment relationship between the bargaining unit members and the District shall continue during the period(s) of any school closure(s) due to lack of sufficient funds or due to loss of revenue to the extent described in this Article. The Board retains the sole right to determine the necessity of any school closure and to determine the severity of the loss of sufficient funds or other revenue loss. The parties agree that during any such periods of school closure, the provisions of this layoff and recall article will be utilized; the District acknowledges that the bargaining unit members will be temporarily laid off rather than dismissed or nonrenewed. During the period of layoff, bargaining unit members shall not be entitled to the economic benefits of this contract. Upon the District's determination of sufficient funding, the recall provisions above will be implemented, subject to the District's staffing needs at that time. It is further recognized that the District retains the right to make modifications to the employees' workyear with corresponding per diem changes in employees' salaries and benefits. (This provision is intended as an explicit waiver on the part of the Association to bargain the decision and impact of making modifications to the employees' workyears with corresponding per diem changes in the employees' salaries and benefits.)

## C. 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

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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.

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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.

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**Deleted: 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. .

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**Deleted: 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**

### **Special Education**

**A. Definitions**

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

**B. 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. Placement**

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

**D. Inclusion Students**

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

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

**E. District Support**

It is the intention of the District to provide reasonable support for special education teachers when time constraints warrant special consideration.

This support must be preapproved and shall take the form of:

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

The District shall provide appropriate application forms for teachers requesting such support and the approval of each request shall be based on need.

If the application is denied at the building and department level, the employee may appeal the decision to the Executive Director of Human Resources.

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## **Article 27 Class Load**

### **A. Guidelines**

The recommended guidelines for class loads 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.

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

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

\* except in cases provided for in Northwest Accreditation recommendations

[The Guidelines in Section A are not subject to the grievance procedure in Article 12 or an unfair labor practice claim in ORS Chapter 243.](#)

### **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 Superintendent and the Director of Human Resources 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.

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**Deleted:** , one other person appointed by the administration,

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.

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**Deleted:** Should the committee be unable to come to a majority agreement on a single recommendation, any member(s) of the committee shall have the right to submit separate recommendations to the Board.

**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.

## **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 Professional Development**

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

Therefore, District-wide inservice 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 inservice/professional development training that occurs in order to assess the effectiveness of the professional development program.

Individual/site inservices 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 inservices deemed necessary by the District, or required by law, for the appropriate delivery of instructional services.

## Article 31 Duration of Agreement

### A. Effective Date

This Agreement shall be effective on July 1, 2011 or upon the date of execution, whichever occurs later, and shall continue in effect until June 30, 2013, subject to the Association's and/or the District's right to negotiation over a successor Agreement as provided in Article 2. This Agreement terminates on June 30, 2013.

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### 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.



Appendix A

REYNOLDS SCHOOL DISTRICT NO. 7

2011-2012 and 2012-2013 SALARY SCHEDULE

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Step	BA	BA+20	BA+40	BA+60 MA	BA+90 MA+24	BA+120 MA+45
0	37,539	38,620	39,485	41,967	43,474	44,525
1	39,125	40,285	41,151	43,834	45,363	46,472
2	40,728	41,966	42,844	45,725	47,272	48,439
3	42,405	43,727	44,608	47,705	49,267	50,494
4	44,051	45,448	46,343	49,643	51,222	52,514
5	45,721	47,204	48,098	51,616	53,211	54,566
6	47,394	48,960	49,860	53,588	55,204	56,625
7	49,094	50,749	51,652	55,597	57,229	58,709
8	50,832	52,555	53,466	57,629	59,274	60,824
9		54,378	55,304	59,682	61,354	62,961
10			58,117	61,762	63,447	65,129
11				63,839	65,548	67,289
12				65,979	67,721	69,526
13						71,773

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



February 13, 2012 Memorandum of Agreement

The Reynolds School District agrees to continue the current scheduling of preparation time for all secondary licensed staff for the duration of a new 2011-2013 contract between the District and the Reynolds Education Association.

For the purposes of this Memorandum of Agreement, the “current scheduling of preparation time” would include time “within the regularly scheduled classroom instruction time within a building” in former Article 9 Section B of the expired 2009-2011 Collective Bargaining Agreement between the parties.

Dated: \_\_\_\_\_

\_\_\_\_\_  
District

\_\_\_\_\_  
Association