

Licensed Professional Agreement

between

Sweet Home Education Association

and

Sweet Home School District No. 55

2023 - 2026

Agreement

2/24/2023

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## Article 1 – Recognition – Status of Agreement

- A. The District recognizes the Sweet Home Education Association as the sole and exclusive collective bargaining representative for all licensed teaching personnel, and TSPC licensed Professional School Nurses, School Counselors, and Speech Language Pathologists under contract to the District.
  - 1. Temporary teachers who work or are scheduled to work thirty (30) or more consecutive days under contract during the school year or defined in ORS 342.815(10) are subject to the terms- of the contract, except for Articles 14, 25, 32, and 36.
  - 2. Substitute teachers as defined in ORS 342.815 (8), supervisory employees, and confidential employees are excluded from the bargaining unit.
- B. The Agreement shall take precedence over any policies, rules, regulations, procedures or practices of the District which shall be contrary with the terms of this Agreement.
- C. There shall be three (3) signed copies of the final Agreement for the purpose of records. One shall be retained by the District and one-by-the Association and one for the UniServ. Within one month of execution by both parties, the District agrees to post the fully executed copy of the Agreement on its website. Teachers may request a printed copy from the District.

## Article 2 – Nondiscrimination

The Association and the District agree that they shall not discriminate against any employee covered by this Agreement because of age, race, religion, gender, national origin, membership or non-membership in the Association, domicile, marital status, disability or political affiliation or on the basis of any recognized protected status under federal and state law.

### Article 3 – Association Communication/ Rights

- A. Information: Upon request, the District agrees to provide public information necessary for collective bargaining and contract administration.
- B. School facilities and equipment may be used for Association activities at reasonable times (before and after the regular workday) provided that such meetings shall not interfere with normal school operation, special meetings or classes and provided that prior approval is granted by the building principal. The Association shall -pay reasonable cost of repairs and for all materials and supplies incidental to such use.
- C. The District shall provide the Association with reasonable bulletin board space for the use of the Association in communicating with employees.
- D. Inter-school mail facilities may be used for distribution of Association communications so long as such communications are labeled as Association.
- E. Right to Speak at Meetings: An Association representative may be allowed to make brief announcements at a faculty meeting upon prior approval of the principal.
- F. Pursuant to ORS 243, licensed employees have the right to participate in the activities of the Association concerning representation, collective bargaining and grievance processing.
- G. Ten (10) days per year of leave (taken in half-day or full-day increments) shall be granted to the Association to utilize for Association business. The cost of the substitutes shall be paid by the Association. The Association President shall certify that the use of the leave is for legal activities.
- H. The Association shall have items placed on the board agenda for discussion or action by contacting the Superintendent at least two (2) weeks prior to the regularly scheduled board meeting. The Association shall list the topics and any information furnished shall be forwarded to the District in the agenda packet.
- I. The District agrees to forward a copy of the board agenda and a copy of the Board packet excluding any executive session information to the Association president at the same time agendas are mailed to Board members. The Association is to receive the same packet that the press receives. The Association agrees to submit the president's name and mailing address to the Superintendent's office at the beginning of each school year.
- J. A teacher shall have the right to meet with the UniServ representative and/or representative of the Sweet Home Education Association during the affected teacher's non-student contact time for the purpose of contract administration of the Agreement between the Sweet Home Education Association and the Sweet Home School District No. 55. The UniServ consultant shall notify office personnel of the building in which the consultant is meeting.

Examples of contract administration may include but are not limited to processing grievances, helping teachers who face teacher complaints, helping teachers who are on programs of assistance for improvement or assisting teachers who may be faced with disciplinary problems. Strictly Association business is to be done after the regular workday.
- K. Input Meetings: The Superintendent, or a designee, will be available to meet with the Association President, or a designee, every other month during the school year for the purpose of discussing and resolving non-grievance issues or problems of mutual concern. Either party may suggest an item or items for the agenda. The parties may also meet more frequently or invite additional individuals to these input meetings as necessary.

## Article 4 – Teacher’s Rights

### A. **Student Grades**

The teacher has the responsibility to determine grades. Grading will be in accordance with the District's grading policy. Teachers are to distribute a written grading procedure to students and parents at the time of student enrollment in that class or if the grading procedure changes at the term. A grade will not be changed by the administration, unless the teacher's written record fails to reveal how the teacher determined the grade(s) earned by the student, or unless the teacher failed to follow the grading procedures.

### B. **Academic Freedom**

Recognizing there are different learning styles among students, teachers may choose effective teaching methodologies, styles, and materials which are consistent with State Standards and District adopted curriculum.

### C. **Personal Life**

If a criticism is made about the personal life of a teacher, such criticism will be discussed with the teacher if it is determined that such conduct is affecting the teacher's teaching performance. Such criticisms shall be treated in a confidential manner.

### D. **Verbal Reprimand**

Verbal reprimand of a teacher by a supervisor, administrator or Board member shall be made in confidence.

### E. Teachers shall not be subject to physical or verbal abuse by students. This includes but is not limited to harassment, intimidation, bullying, cyber-bullying and menacing. Any such action by a student will result in discipline, to be carried out in accordance with District policy and the law. If a teacher is assaulted or threatened in connection with District employment, the teacher will immediately notify the principal (with a copy to the Superintendent) or that fact. A copy of the correct form will be found in Appendix C. Copies of this form shall be available in each building office.

An employee has the right to request administrative support at any meeting with a parent. If a request for administrative support is so presented, an administrator shall make him/herself available for such meeting.

### F. **Notice of Assignment**

Teachers shall be given written notice of their tentative teaching assignment prior to the end of the school year.

### G. **Unsafe Working Conditions**

Pursuant to statute ORS 654.015, teachers shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety or well being. The District shall do every other thing reasonably necessary to protect the life, safety and health of the teachers. When an employee recognizes an unsafe condition, the employee shall report it in writing to their supervisor.

### H. **Property Damage**

If the automobile of a bargaining unit member is vandalized while on District property or on approved District business and the member is partially reimbursed as a result of an insurance claim paid by the teacher's insurance company, then the District will pay the deductible, if any, up to \$250.00 per incident. The bargaining unit member must report the incident to the police immediately upon his/her knowledge of the incident. The bargaining unit member must report the same information to the appropriate administrator within 2 working days of their knowledge of the incident; provide proof of an insurance claim, proof of the deductible amount and proof of repair in order for the member to receive \$250.00.

I. **Student Information**

Each building administrator shall develop a system to share pertinent information with the licensed staff regarding student's placed in their classroom.

J. Each bargaining unit member has the right to have a representative present in any meeting that he or she reasonably believes may lead to disciplinary action. This section will be interpreted according to applicable Employment Relations Board rules and precedent regarding employee "Weingarten Rights."

K. **Teacher Safety**

If a student is physically violent towards a staff member, the student and staff member will be separated for at least one day.



## Article 5 – Discipline

### A. **Suspension/ Due Process**

1. A member of the bargaining unit who is suspended or disciplined, reprimanded in writing, reduced in rank or compensation shall be entitled to due process. Due process is defined for the purpose of this article to be:
  - a. The employee will be informed in writing of charges and given the information forming the basis for such action.
  - b. The employee shall not be disciplined prior to a fair investigation of the charges.
  - c. The employee will have the opportunity to respond to the charges prior to any disciplinary decision being made.
  - d. The employee will have an opportunity to discuss the matter with the supervisor and be accompanied by a representative. The employee will be given no less than 24 hours advance notice prior to this meeting.
  - e. The degree of discipline will be administered in a way that is reasonably related to the offense.
  - f. Upon request, the employee shall be allowed to meet with the District to discuss the reasons for such action(s). At the request of the employee, the hearing shall be in open session.
2. The employee will have the right to appeal only an alleged violation of the above due process procedure through the grievance procedure of the Agreement.
3. The employee will have the opportunity to include a statement in the employee's personnel file concerning the disciplinary action.
4. The District has the right to suspend an employee pursuant to ORS 342.805 to 342.955.

If a teacher is to be suspended, a letter from the Superintendent will be given to the teacher. The letter will state reasons for the suspension and the right to representation. Administrators presenting the letter will not initiate any further discussion about the charges nor interrogate the teacher nor invite or request resignation, but may respond to questions by the teacher. The suspension of contract or probationary teachers will be with pay for up to five (5) days.

### B. **Dismissal**

This article shall not apply to the dismissal or non-extension of a contract teacher, it being the intent of the parties that the dismissal of a contract teacher be appealed solely in accordance with the Accountability for Schools for the 21st Century Law.

Dismissal or non-renewal of all probationary and temporary teachers shall be in accordance with ORS 342.835 Fair Dismissal Law, and shall not be subject to the grievance procedures of this contract.

## Article 6 – Maintenance of Classroom Control and Discipline

- A. The building principal will provide teachers with a written District discipline procedure (Student Rights and Responsibilities handbook) at the beginning of each school year. Prevailing written building discipline procedures will be reviewed and discussed with teachers at the beginning of each school year. Building discipline procedures will be openly and freely discussed with the building faculty prior to the time any changes are made. The goal is to reach a consensus. Teachers hired after the start of the school year will be provided an orientation regarding District/building-discipline procedures by their building administrator.
- B.
  - 1. Teachers may temporarily exclude a student from the classroom when the student's behavior is seriously disrupting the instructional program. As soon as possible, the teacher will notify the administration of the exclusion and the reasons for such action. The excluded student will not be returned to the classroom during the same period they were temporarily removed from by the teacher.
  - 2. A teacher may request to have a conference with the excluded student. If the conference does not occur within a 24-hour period, the teacher may request an administrator to set up a conference before the excluded student is authorized to return to class. Additionally, upon the request of a teacher or administrator, a parent conference may be requested before the student is authorized to return to class. However, the final determination as to whether a student returns to class rests with the administration.
- C. A teacher who objects to readmission of an excluded student to class as a result of a serious discipline problem may appeal the decision to the appropriate administrator. The last appeal may be made to the Superintendent, whose decision will be final.

## Article 7 – District Rights

- A. The District shall retain the right to operate and manage the school system including, but not limited to, directing the activities of the school, determining the levels of service and methods of operation, the right to hire, lay off, transfer, promote, to discipline or discharge, to determine work schedules and assign work and any other such rights except as modified by this Agreement.

## Article 8 – Complaint Procedure

### A. **Determination of Merit:**

If a complaint against a teacher is received by a supervisor, a conference with the teacher shall occur if:

1. The supervisor intends to refer to the complaint in a subsequent evaluation;
2. The supervisor intends to place a record of such complaint in the teacher's personnel file;
3. In the supervisor's judgment, such complaint is sufficiently relevant to the teacher's performance as to indicate the desirability of a conference.

In order to determine the desirability of a conference (see B below), the supervisor shall conduct an informal investigation which may include a discussion of the allegations contained in the complaint with the teacher and other involved parties.

In addition to the above, a conference with the teacher shall occur if the teacher is the subject of a police complaint or investigation due to actions on the job. The District shall perform its own investigations separate from any police or other agency investigation, as long as there is no interference with any outside agency investigation and pending the District's ability to investigate.

### B. **Conference**

If a conference is to occur, it shall be held with the teacher within ten (10) working days or at a mutually agreeable time after the complaint is made to the supervisor. The administrator shall present to the teacher all available information, including names of the person(s) making the complaint, date, name of employee against whom complaint is made, nature of the complaint and the requested remedy, if any, at least forty-eight (48) hours before being required to meet with a complainant. The complaint must be signed by the complainant or the administrator. The teacher shall have the right to have representation of the employee's choice present at such conference. The teacher shall not engage in any reprisal activities against the complainant(s) or student(s).

### C. **Limitation**

Any complaint which is not the subject of a conference (see B) shall not be considered in the teacher's evaluation nor placed in an employee's personnel file and shall not be used against the teacher in any subsequent action by the District.

- D. Within 90 working days following receipt of the complaint, teachers shall have a right to attach a statement to any complaint that is part of their personnel file.
- E. For a complaint to be considered valid, it must be submitted to the supervisor within ninety (90) working days following the alleged incident, except acts of a criminal nature, which shall be in accordance with applicable law.
- F. A written summary as to the disposition of the complaint shall be presented to the teacher by the administrator within fifteen (15) working days following final disposition of the complaint.

## Article 9 – Grievance Procedure

### A. Definitions

1. "Grievance" shall mean a complaint by an employee or the Association:
  - a. That there has been to the employee(s) a violation, misinterpretation or inequitable application of any provisions of the contract; or
  - b. That the employee(s) has/have been treated inequitably by reason of any act or condition which is contrary to established practice governing or affecting employees or violation of District policy or administrative rules. All grievances concerning the violation of District policy or administrative rules shall go no further than the Board level of this article and the Board's decision shall be final and binding.
2. "Aggrieved" is the person or persons or Association who has the grievance and is presenting the complaint, also referred to as the complainant.
3. The "party in interest" is either the person or persons or the Association making the complaint or the person or persons against whom the complaint is made.
4. "Consultant" is an individual or the individuals who advise(s) either party in interest.
5. "Representative" is an individual or the individuals who may speak for and/or advise a party in interest.
6. "Immediate supervisor" is an individual or the individuals who has (have) direct administrative or supervisory responsibilities over the aggrieved in the area of grievance.
7. "Binding arbitration" is a decision by an arbitrator which requires compliance by both parties in interest.
8. "Days" - the term "days" when used in this article shall, except where otherwise indicated, mean the aggrieved's working days.
9. "Persons officially involved" means the Superintendent, a representative and/or consultant, the aggrieved, the aggrieved's representative and/or consultant and witnesses.
10. "Association" - any organization representing the licensed personnel which has been elected by a majority vote of the employees.

### B. General Procedures

1. These procedures should be processed as rapidly as possible, the number of days indicated for settlement or appeal at each level should be considered a maximum. The time limits can be extended by written mutual consent of the parties involved at any level of the procedure.
2. All parties should attempt to complete the procedures by the end of the school year. The parties shall make good-faith effort to shorten the number of days provided at the various steps in order to finish by the end of the school year and avoid, if possible, carrying the process into the summer vacation period or the following school year.
3. All parties in interest have a right to consultants or representatives of their own choosing at each level of these grievance procedures.
4. There shall be no restraint, interference, discrimination or reprisal exerted on any employee choosing to use these procedures for resolution of grievances.

5. Failure at any level of this procedure by the aggrieved to appeal a grievance to the next level within the specified time limits shall be deemed to be acceptance of the decision rendered at that level. Failure at any level of this procedure to communicate the District's decision, in writing, on a grievance within the specified time limits shall permit the aggrieved to proceed to the next level.
6. All documents, communications and records of a grievance will be filed in the School District office separately from the personnel files.
6. Forms for processing grievances shall be modified if necessary by the Superintendent or a designated representative in cooperation with the Association and will be printed and given appropriate distribution by the parties so as to facilitate operation of the grievance procedure. The Association receives a copy of the decision rendered at each level. The forms shall be available from the Association representatives and/or building administrators. A copy of the grievance form shall be found in Appendix B of this document.
7. In the course of investigating any grievance, representatives of either party in interest who need to contact an employee or student in school will contact the building supervisor of the building being visited and will state the purpose of the visit immediately upon arrival.
8. Every effort will be made by all parties to avoid interruption of classroom and/or any other school sponsored activities.
9. Every effort will be made by all parties to avoid the unnecessary involvement of students in the grievance procedure.
10. All parties in interest will process grievances at times which do not interfere with assigned duties. All parties shall have the right to meet with representatives during non-student contact times.
11. Each grievance shall have to be initiated within fifteen (15) days after the occurrence of the cause for the complaint; however, if the aggrieved did not become aware of the occurrence until a later date, then action must be initiated within fifteen (15) days following the first knowledge of the cause; in failing to thus initiate action, the employee may be considered to have no grievance.
12. Each party shall pay any and all costs incurred by said party in the processing of a grievance.
13. The grievance procedure will not be used while an aggrieved is under the jurisdiction of the courts or has resorted to the judicial process.

#### **C. Levels of Grievance**

1. **Information Level**
  - a. The aggrieved will first discuss the concern within fifteen (15) days following the act or condition which is the basis of the complaint, or, if the aggrieved had no knowledge of said occurrence at the time of its happening, then within fifteen (15) days of the first such knowledge with the principal or immediate supervisor, either individually or through the designated grievance representation, or accompanied by representation, with the objective of resolving the matter informally.
  - b. The immediate supervisor shall communicate the decision within five (5) days to the aggrieved.
  - c. See Appendix B for the proper form.

2. **Level One – Principal/ Immediate Supervisor**

- a. If the aggrieved is -not -satisfied with the disposition of the concern, the grievant may file a written grievance with the immediate supervisor who has administrative authority to act within fifteen (15) days following the informal response. This complaint shall set forth the grounds upon which the complaint is based, the specific provision of the contract that has been violated and the requested remedy that would solve the complaint. The immediate supervisor shall communicate the decision in writing within five (5) days to the aggrieved.
- b. Within five (5) days of receipt of the decision rendered by the immediate supervisor, the aggrieved, if not satisfied with the decision of the immediate supervisor, may appeal in writing to the Superintendent or the Superintendent's representative, who has the administrative authority to act in the matter.

3. **Level Two – Superintendent/ Superintendent's Representative**

- a. Appeals to the Superintendent or a representative shall be heard by the Superintendent or a representative within ten (10) days of the receipt of the appeal.
- b. Written notice of the time and place of the hearing shall be given five (5) days prior thereto to the aggrieved, the aggrieved's representative, or any other persons officially involved in the grievance.
- c. Attendance at the hearing of appeal shall be restricted to persons officially involved. Parties in interest at Level Two and beyond may elect to call and cross-examine witnesses, make a record and file arguments. Witnesses shall appear individually at the hearing.
- d. Within five (5) days of hearing the appeal, the Superintendent or a representative shall communicate to the aggrieved and all other parties officially present at the hearing the written decision, which shall include supporting reasons therefore.
- e. If the Superintendent's representative hears the appeal at this level, and if the aggrieved does not find the decision of the Superintendent's representative acceptable, the aggrieved may appeal within five (5) days to the Superintendent.
- f. The Superintendent must hear the appeal within ten (10) days after receiving it. The Superintendent must provide the parties in interest written notice of the time and place at least five (5) days prior to the hearing.
- g. Within five (5) days of hearing the appeal, the Superintendent shall communicate to the aggrieved and all other parties present at the hearing a written decision which shall include supporting reasons for the decision.
- h. If the aggrieved is not satisfied with the decision of the Superintendent, the grievant may file a written appeal with the school board, with a copy to the Superintendent, within five (5) days from the receipt of the Superintendent's decision. The appeal shall state the aggrieved's reasons for appealing the decision of the Superintendent and request appeal to Level Three.

4. **Level Three – School Board**

- a. Within five (5) days of the receipt of the appeal, the School District Board of Directors will notify all official parties of a hearing to be held within ten (10) days of the receipt of the appeal.
- b. The Board of Directors shall hear arguments of the Superintendent and the aggrieved.
- c. Within five (5) days following the hearing, the School Board of Directors shall render a decision in writing to all official parties.

5. **Level Four – Arbitration**

- a. If the aggrieved is not satisfied with the School Board's decision and the dispute or disagreement involves the interpretation, violation or application of a specific provision(s) of this Agreement, the Association may submit the grievance to arbitration under the following conditions:

- i. All steps provided for in the grievance procedure must first be exhausted by both parties.
- ii. The issue must involve the interpretation, violation or application of a -specific provision of this Agreement.
- iii. Written notice of a request for arbitration must be filed with the Superintendent within ten (10) days of receipt of the answer from the last step of the grievance procedure.
- iv. When a timely request has been made for arbitration, the parties or their designated representatives shall attempt to select an impartial arbitrator. Failing to do so, they shall within ten (10) school days of the appeal, jointly 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. The parties shall be bound by the rules of the American Arbitration Association.
- v. The arbitrator so selected shall confer with the representatives of the District and the Association and hold hearings promptly and shall issue a decision not later than thirty (30) days from the date of the close of the hearings, or, if oral hearings have been waived, then · from the date that final statements and proofs on the issues are submitted to the arbitrator. The arbitrator's decision shall be in writing and shall set forth the findings of fact, reasoning and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement. Nor shall the arbitrator add to, subtract from, modify or amend any terms of this Agreement. The arbitrator shall have no power to substitute the arbitrator's discretion for that of the District in any manner not specifically contracted away by the District. The decision of the arbitrator shall be submitted to the District and the Association and shall be final and binding on the parties within the scope of the arbitrator's authority.
- vi. The District and the Association will share equally the costs of the arbitrator, including the fee and expenses for travel and subsistence. The costs of presenting the case shall be borne by the party.
- vii. Litigation or any other contest of the subject matter of a grievance in any court or other available forum shall constitute an agreed waiver of arbitration.



## Article 10 – Work Year

- A. At least thirty (30) days prior to the adoption of the annual school calendar, a proposed calendar will be referred to the Association for review and recommendation. The Superintendent shall notify the Association of action taken pursuant to their recommendation.
- B. Except as provided in the subparagraph C below, the work year for employees covered by this Agreement shall not exceed one hundred ninety-two (192) days, comprised of not more than the following:
1. One-hundred seventy-eight (178) instructional days; and
  2. Six (6) paid holidays;
    - a. Labor Day;
    - b. Veterans' Day;
    - c. Thanksgiving Day;
    - d. Christmas Day;
    - e. New Year's Day; and
    - f. Memorial Day.
- If any of the above holidays fall on a Saturday, the preceding Friday shall be considered the holiday; and if a holiday falls on a Sunday, the following Monday shall be considered the holiday.
3. President's Day and Martin Luther King, Jr. Day shall not be considered part of the work year.
  4. The State in-service day shall be considered part of the work year. Employees may attend workshops or conferences outside of their building without an expectation to make up any activity that had been scheduled by the District on such day. Parent/Teacher conferences will not be scheduled on the State in-service day.
  5. At least one (1) full day at the end of each reporting period shall be set aside for grading/planning. This time shall be uninterrupted.
  6. One (1) of early release Wednesdays per grading period in addition to a half (1/2) day shall be provided for grading/conference prep prior to parent/teacher conferences. This time shall be uninterrupted.
- C. During their respective first year of employment with the District, each new employee shall be required to attend up to two (2) additional professional development days scheduled at the discretion of the District. Any such additional day(s) scheduled shall be paid at the employee's respective per diem rate of pay.
- D. The last contract day of each school year shall not fall on a Monday.
- E. Employees will be afforded no less than the equivalent of two (2) teacher work days prior to the first student day at the beginning of the school year for the purpose of uninterrupted preparation time. Staff members may choose to participate in first aid and safety training during this period.
- F. If, as a result of inclement weather or declared public emergency that does not impact District revenue, schools are closed and students are not required to report, teachers will not have to report and will suffer no loss in pay. However, the District reserves the right to make up any such contract days without additional compensation.
- G. At least four (4) in-service days shall be provided; one of such days shall be the Statewide in-service day.

## Article 11 – Work Day

- A. The normal workday for teachers shall be eight (8) hours, including a thirty (30) minute duty-free lunch period.
1. Starting and release times may vary, depending on building and program hours.
  2. Employees who work six (6) hours or more on any workday shall be afforded a thirty (30) minute duty-free lunch period during such workday.
  3. Teachers may be excused from duty, thirty (30) minutes prior to the end of their normal workday on the last day of the work week and days preceding holidays.
  4. Notwithstanding the above, the normal workweek of the employees shall not exceed forty (40) hours.
- B. 1. **For High School and Junior High:** A one class period per full-time teaching day of uninterrupted preparation time shall be given to full time teachers.
2. **For Elementary:**
- a. A minimum of two hundred -ninety (290) minutes of preparation time per week will be provided to full-time elementary teachers. This time shall be taken in blocks of no less than thirty (30) minutes. Once per month, the District may schedule a faculty meeting during this thirty (30) minute block of time. This faculty meeting shall be in addition to the meeting referenced in subparagraph D below.
  - b. One hundred-fifty (150) minutes of the weekly preparation time set forth in subparagraph 3.a above will be provided during the student day in segments of not less than thirty (30) uninterrupted minutes per instructional day. On Wednesday early release days, the preparation time may be prorated.
  - c. The required preparation time set forth above will be prorated for less than full time teachers.
  - d. The minimum weekly preparation time set forth above will be prorated during workweeks that are less than five days.
  - e. When an elementary classroom teacher's class is under the supervision of a licensed specialist and the classroom teacher's presence is not required, the time of the classroom teacher becomes unencumbered preparation time.
  - g. When two full elementary school classes are combined under the supervision of a single classroom teacher, the supervising teacher will receive additional compensation for this time at the teacher's hourly per diem rate in addition to his or her regular salary.
3. If preparation time is lost as a result of school closure, holidays or teacher absence, the time will not be made up.
4. Teachers will be required, during their preparation time, to replace a teacher who is absent. However, it is the intent of the District to have such replacement minimized by equitable distribution among available teachers during that period. If a teacher is requested to cover classes in lieu of preparation time and is unable to make-up that preparation time during a workday in the same workweek the missed preparation time occurred, the teacher shall be compensated at a rate equal to the teacher's hourly rate of pay calculated by dividing the teacher's respective per diem rate by eight (8) for each class period or hour of substitution or major fraction thereof, or if requested, be granted compensatory time equal to the amount of preparation time lost.
5. The provisions related to preparation time for part-time employee are contained in Article 21 of this Agreement

- C. Other full-time members of the bargaining unit not specified in Section B above shall receive at least two hundred (200) minutes per week in segments of not less than forty-five (45) uninterrupted minutes daily. The required preparation time as required by this Section C shall be pro-rated for less than full-time bargaining unit employees.
- D. Faculty meeting schedules will be given to teachers at the beginning of the school year. This is to assist teachers in their planning and does not preclude the District from scheduling other faculty meetings as determined necessary during the workday. All faculty meetings and other meetings in which bargaining unit member attendance is required are to be held during the workday.
- E. Upon mutual agreement between a high school teacher and the District, a high school contract teacher (i.e., non-probationary teacher) may teach during his/her prep period for no more than one trimester per year. In this situation, the teacher will be expected to make up his or her prep time outside his or her normal workday and will be compensated at the teacher's regular hourly rate for the extra teaching time.
- F. Prior to a tutoring assignment, a meeting will be scheduled with the tutor, counselor, teacher(s), and building administrator in order to set up classes and communication and to discuss the educational viability of the arrangement for the student and the workload implications for the teacher. If the administrator and the teacher agree that the arrangement is not satisfactory then an alternative educational program will be arranged for the student.
- G. No Professional Development Days shall be added back to make up for snow days.

## Article 12 – Performance Evaluation

- A. All employees will be evaluated in accordance with Oregon law and the District's evaluation handbook, which allows for teachers to receive top performing marks if appropriate.
- B. If the District decides to revise or update the teacher evaluation procedures, the District shall consult with a committee of teachers appointed by the Association and administrators appointed by the District in equal numbers appointed by the Association and the District with a minimum of 3 each.
- C. At the beginning of the school year, a copy (written and/or electronic) of the District's evaluation program, forms and all relevant materials (including the appropriate job descriptions, performance standards and performance goals) will be provided to the teacher.
- D. All formal observations of the work performance of an employee will be conducted openly and with full knowledge of the teacher. This does not preclude unscheduled/informal observations.
- E. A pre-observation conference can be held with the teacher. A post-observation conference will be held with the teacher at a mutually agreeable time, preferably within five (5) working days. All "unsatisfactory" evaluations will be discussed with the teacher at the post-observation conference.
- F. The teacher shall be provided a copy of the completed written and/or electronic copy of the evaluation. This evaluation shall be based on the teacher's job description, performance standards and any performance goals which may be established at the pre-conference.
- G. Evaluation reports will be reviewed with teachers no later than three (3) weeks before the end of the school year.
- H. Evaluation reports shall be placed in the teacher's personnel file following discussion with the teacher.
- I. A teacher has the right to make a written statement relating to the evaluation and such statement shall be attached to the evaluation in the personnel file.
- J. The District shall not initially solicit student opinion of the employee.
- K. If a teacher receives a negative evaluation, the teacher shall have the right to representation of the teacher's choice at all follow-up conferences.

## Article 13 – Vacancies/ Transfers

### A. **Posting of Vacancies**

1. A vacancy is a new or existing bargaining unit position that the District has decided to fill. Notice of vacancies for bargaining unit positions which occur during the school year will be posted on the District website, in an email to the Association president, and in each school building on the bulletin board designated for Association communications. Temporary -employees will not be placed in bargaining unit positions without the positions first being posted for a minimum of seven (7) calendar days. In cases of emergency, the position can be filled on a temporary basis until the hiring process is completed. The notice of vacancy shall specify the position that is open, the building where the opening exists, the deadline for application and the date employment is to commence. In addition, the grade and subject will be stipulated, if known.

### B. **Summer Vacancies**

1. Vacancies which occur during the summer months will be posted for a minimum of ten (10) calendar days at the District office and a copy will be sent to the Association president at the time of posting. An employee who wishes to be considered for a specific position or assignment which might develop during the summer months may place this desire in writing and shall keep the District office informed at all times as to where the employee may be reached. If openings develop during the summer vacation, the District office will advise the employee in writing of the vacancy and the timelines for filling the position.

### C. **Teacher-Initiated Transfers**

1. Any teacher desiring a transfer to another building or a change of grade, subject or activity assignment shall submit a request to the District office on or before March 1, for the following school year. Applications for transfer must be renewed annually. If a position becomes available for which a person is qualified and has requested a transfer, such person will be interviewed and considered for the position. Upon request, a person denied a voluntary transfer will be given written reason for the denial. The person denied a voluntary transfer may request a meeting with the Superintendent to discuss dissatisfaction with the decision.

### D. **District Initiated Transfers**

1. District-initiated transfers are those in which a teacher is transferred from one building to another at the initiation of the District.
2. When a District-initiated transfer is being considered, it will first be discussed in a meeting with the affected teacher.
3. A District-initiated transfer will only be made after a meeting between the teacher and the building principal involved. Within five (5) working days of this meeting, the teacher will be informed of the reasons for the transfer, in writing, and given an opportunity to discuss the change.
4. The teacher may request a meeting with the Superintendent to discuss the dissatisfaction and may write a statement for the personnel file with a copy to the Superintendent, expressing such dissatisfaction.
5. When a District-initiated transfer is necessary, a teacher's length of service in the District, areas of competence and major or minor fields of study will be considered.

- E. Should a transfer (to a position where a new preparation is required) be necessary after the beginning of the school year, two (2) days' pay for moving and preparation shall be given. Should an assignment (where a new preparation is required) be necessary on or after the first contract day, two (2) days' pay for moving and preparation shall be given. Additional time may be granted by the Superintendent.

- F. Teachers will be notified of tentative teaching assignments for the following teaching year prior to the end of the current school year. It is understood that there may need to be changes made during the summer. If a member is required to change assignments after August 1st of any upcoming school year, then the member will receive one additional day of planning prior to the student's first day. Such additional day of planning shall be paid at the teacher's respective per diem rate of pay (annual salary from salary schedule / contract days = per diem rate of pay).

- G. A teacher required to move within a building shall receive one (1) day of additional compensation or one (1) additional release day.

## Article 14 – Reduction in Force

### A. **Layoffs**

In the event the District, in its discretion, determines that layoff is necessary, the layoff shall be for non-personal reasons and the affected employees and the Association shall be notified in writing at least thirty (30) days prior to the effective date of layoff. However, in the event of layoff due to insufficient funds, the notice shall be as soon as practicable. The Board will then lay-off teachers utilizing the following criteria:

1. License;
2. Seniority; and
3. Competency and Teacher evaluations.

### B. **Procedure for Layoff**

1. If the District decides to lay off by seniority, they shall lay off unit members in reverse order of hire.
2. Seniority shall be defined as the employee's total length of continuous service in the District as a licensed teacher (temporary contracts will be counted if service is continuous). Seniority will be computed and will accrue from the teacher's first day of actual service with the school District. Ties shall be broken by drawing lots. Seniority shall continue to accrue during all approved leaves. Authorized leaves of absence shall not be considered to "break" continuity of employment.
3. If the District desires to retain a teacher with less seniority than a teacher being released under this section, the District must show such teacher has distinctly more competency or merit.
4. Competency shall be defined as the ability to teach a subject or grade level based on recent teaching experience related to that subject or grade level within the last five years, or educational attainments, or both. Competency for elementary teachers (grade K through 6) will be based on teaching experience in the range of one year below and one year above the grades they have taught over the past five (5) years. Examples: Teacher A teaches 3rd, 4th, 5th over the past five (5) years, so the teacher would have competency to teach in any self-contained classrooms of grades 2nd through 6th. Teacher B has only taught 3rd grade for the past five (5) years, so the teacher would have competency to teach 2nd, 3rd, & 4th grades. The District may consider a teacher's willingness to undergo additional training, or to pursue additional education, in deciding upon questions of competence.
5. The District shall make every reasonable effort to transfer teachers from positions scheduled for discontinuance to other positions for which they are licensed and qualified.

### C. **Recall**

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

1. The District will institute a recall procedure which will insure that teachers shall be recalled in the inverse order of layoff.
2. 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 teachers who have expressed a desire to return to the District of the recall by certified mail, return receipt requested, sent to the last address given by the teacher to the District office. The teacher will have ten (10) working days

from the date as certified received to notify the District of intent to return. The teacher must thereafter return to work within thirty (30) days from the date the recall notice was received or, if employed elsewhere, at a time mutually agreed upon by the District and the employee. Failure of the teacher to respond within ten (10) working days of the certified notice herein specified shall terminate the teacher's employment as a voluntary resignation.

3. 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 provided those benefits are still in effect, and the teacher will be placed on the proper step of the salary schedule for the teacher's current position according to the teacher's experience and education.
4. If the layoff occurs prior to the end of the school year, the insurance benefits shall be prorated. Prorated means the employee will receive insurance benefits in direct proportion to the number of contract days fulfilled plus 30 days. Employees who fulfill their entire contract receive twelve (12) months of insurance. Employees who fulfill half of their contract receive insurance benefits for six (6) months. If the layoff occurs after July 1, insurance benefits shall be covered through September.

(i.e., If the layoff occurs at the end of the first semester, the teacher has fulfilled one-half [1/2] of the teacher's contract and has earned six (6) months of insurance benefits. Yet if the insurance contract commenced on October 1, the teacher would have received only 3-1/2 months of benefits. In this case, the teacher is entitled to insurance benefits until April 30th [six months plus 30].)

This provision is applicable unless the teacher has found outside employment and is covered by the new employer's insurance package.

Insurance coverage may be continued for the balance of the layoff period provided the employee pays the premium and such practice is with approval of the carrier.

5. Teachers covered by this article will be given consideration for substitute teacher; such will not affect teacher recall rights.
- D. The layoff and recall procedure applies to all members of the bargaining unit with the exception of temporary teachers (see Article 1).
  - E. Should the School District close its schools, it agrees that, for up to twenty-seven (27) months, members of the unit will be laid off and recalled according to the procedures outlined.
  - F. Upon request, the District shall provide the Association with a seniority list at no cost. The list shall include all licensed employees, including each employee's date of hire, total teaching experience and areas of licensure.
  - G. Any "appeal" from the Board's decision on Reduction in Force, pursuant to this article, shall be by arbitration as set forth in Article 9 of this collective bargaining agreement.
  - H. The Reduction in Force and Recall provisions in this Article will comply with ORS 342.934 (Procedure for reduction of teacher staff due to funding or administrative decision).



## Article 15 – Paid Leaves of Absence

For teacher contract days during the contract year, teachers shall be entitled to the following temporary noncumulative leaves of absence in addition to sick leave, with pay:

- A.
  - 1. Three (3) days of personal leave shall be credited to teachers on their first contract day or first day of service; whichever is soonest.
  - 2. Notice to the teacher's principal or other immediate supervisor for personal leave shall be made at least five (5) days before taking such leave. No reasons will be asked when this leave is requested.
  - 3. When all leave made available to the employee pursuant to Article 16 of this Agreement is exhausted, this leave may be used for any eligible use pursuant to ORS 653.616, the Oregon Family Leave Act (OFLA), and/or the Family Medical Leave Act (FMLA). Family member shall be defined pursuant to ORS 659A.150.
  - 4. The granting of personal leave during the school year for reasons other than what is provided by subparagraph A.3 above is contingent upon the availability of substitutes.
  - 5. Up to two (2) days of unused personal leave shall be purchased by the District at two hundred fifty dollars (\$250.00) per day.
- B.
  - 1. Time necessary for appearances in court proceedings for jury duty during the school year or where the teacher is directed by the District or subpoenaed to appear shall be granted. Any compensation received from the duty except mileage, phone calls and meals shall be turned into the District
  - 2. Teachers who are required or directed by the District to appear in court, hearings or proceedings outside the work day or outside the work year by virtue of their position as a school employee, shall be compensated at curriculum rate, but not to exceed one hundred- eighty dollars (\$180) per day. This subsection C.2. shall not apply to any legal actions or proceedings to which the teacher is a party, individually or by class membership.
- C. Notwithstanding the provisions of Article 16 of this Agreement, a teacher shall be granted, upon request, a timely leave of absence of up to five (5) days in the event of a miscarriage of the employee's child or the death of any member of a family member, as defined in ORS 659A.150. The five (5) paid days shall be made available per eligible occurrence and will run concurrently with bereavement leave provided by state leave laws.
- D. Except as otherwise provided by Article 16 of this Agreement, additional time off with pay shall be granted at the sole discretion of the Superintendent, or designee.
- E. The District will not unreasonably deny a teacher's request to use any earned paid time off available to the teacher pursuant to this Article 15 for the purpose if an acceptable substitute is secured and provided further the teacher's absence does not result in additional costs incurred by the District.
- F. Military leave shall be granted in accordance with state and federal laws. The District will not unreasonably deny a teacher's request to use any earned paid time off available pursuant to this Article 15 for such purpose.
- G. For purposes of administering Oregon's Paid Family and Medical Leave program, the District has the option to change to or from a state plan and a state approved equivalent plan provided employee contributions with an equivalent plan do not exceed the amount that an eligible employee would otherwise be required to contribute with a state plan. Employees receiving Oregon Paid Family and Medical Leave program benefits must report the amount received to the District on a timely basis allowing the District to make payroll adjustments. The District will make supplemental payments from the employee's accumulated sick leave equal to the difference between the compensation check and the employee's regular check. Oregon Paid Family and Medical Leave will run concurrently with OFLA/FMLA.



## Article 16 – Sick Leave

- A. Each teacher shall ~~be~~ provided ten (10) working days sick leave each school year, or one (1) day per month employed; whichever is greater. Except as otherwise permissible under state law, earned but unused sick leave shall accumulate for an unlimited number of days.
- B.
  - 1. Sick leave shall be credited to teachers on the first duty day each year or upon the date of employment, whichever occurs first. However, if a teacher terminates employment with the District for reasons other than illness during a school year and has used more sick leave than what has accrued, the value thereof will be deducted from the teacher's final check.
  - 2. Teachers will be given a written accounting of sick leave in accordance with ORS 653.631.
- C. In the event a teacher requests sick leave benefits in excess of five (5) consecutive days, the District may require medical certification pursuant to ORS 653.626.
- D. Sick leave may be used for any allowable use pursuant to ORS 653.616 in hourly increments.
- E. Pursuant to ORS 332.507, new teachers who have worked for another Oregon public employer may transfer up to seventy-five (75) days<sup>1</sup> of accumulated sick leave when verified by the previous employer. Transfer of sick leave from another Oregon district shall not be effective until the teacher has completed thirty (30) working days in the District.
- F. For purposes of determining retirement benefits, a teacher who is hired by the District shall be allowed to transfer an unlimited number of days of unused, accumulated sick leave earned pursuant to ORS 332.507 from another Oregon public employer.
- G. Unused sick leave will be reported to PERS in accordance with state law.
- H. For an absence due to compensable injury, as defined in ORS 656.005(7) ~~and~~ incurred in the course of the employee's employment, the District shall pay to such employee the difference between the regular salary and benefits received by the employee under the Oregon State Accident Insurance Fund. The difference shall be charged against the employee's sick leave days available pursuant to this Article 16 of the Agreement on a prorated basis. The total salary shall not exceed the regular monthly gross salary. The compensation may continue up to one (1) calendar year from the date of the accident.
- I. The requirements of ORS 653.601 through 653.661 are incorporated herein and the provisions of this Article 16 shall satisfy the requirements of such law. It is expressly agreed that except as otherwise provided by Article 15.D of this Agreement, all paid time off afforded to the employees pursuant to state law shall be provided concurrent with, and not in addition to, the provisions of this Article 16 and/or any other applicable provision of this Agreement.

## Article 17 – Leave Donations

- A. Each employee may donate one (1) day of leave to a single employee per year who has, or whose spouse or child has a catastrophic, life threatening illness or injury. The amount of leave an employee may donate is limited to no more than one (1) day per year. The day of donated leave must be comprised of half a day of sick leave and half a day of personal leave. (E.g. for 1.0 FTE employees, 4 hours of sick leave and 4 hours of personal leave).
- B. The employee or his/her spouse or child with a catastrophic, life threatening illness or injury, or his or her representative must notify the Association. Each request for donations is subject to approval by the Association. The Association will be responsible for facilitating the request for donations and will communicate the requests to the District. The District will be responsible for processing Association-approved employee donations.
- C. When the donation recipient returns to full work status the days left from the membership donations will not be returned to the donor nor be banked for future use. Donations made under this article will be made solely on an ad hoc basis and there will be no standing "bank" of leave.
- D. If the recipient employee has a recurrence of the same illness or condition in the same school year, unused donated days from that same school year will be restored until the recurrence ends and the recipient returns to work status again.

## Article 18 – Parental Leave

- A. Family Medical Leave Act/Oregon Family Leave Act will be administered as per statute. Information (e.g., pamphlets, posters, etc.) regarding these leaves will be posted pursuant to statute.

## Article 19 – Unpaid Leave

- A. Upon prior approval of the District, a leave of -absence without pay may be granted teachers for military duty, extended illness, immediate family (as defined in Article 16 K) care, religious service necessary to maintain a tenet of faith and political activity.
- B. Benefits to which a teacher was entitled at the time the leave of absence commenced, including seniority, unused accumulated sick leave and position on the salary schedule shall be restored upon return.
- C. All requests for leaves shall be applied for in writing. All requests for extensions or renewals of leaves shall be applied for in writing.
- D. Other leaves of absence without pay may be granted for good reasons as determined by the Board.
- E. To be guaranteed a position in the District at the expiration of the leave, the teachers must notify the District in writing by a reasonable date specified by the District of their intention to return and accept or reject the contract offered at the time.
- F. Short-term leave from one (1) to thirty (30) days may be granted by prior approval of the Superintendent.
- G. If approved by the insurance carrier, a teacher on such leave may maintain enrollment in the insurance coverage by personally paying the premiums due.

## Article 20 – Job Sharing

- A. Job sharing shall refer to two (2) qualified and licensed employees voluntarily sharing the responsibility and benefits of one full-time position. The responsibility for determining whether or not a position is to be shared shall rest with the building principal and be authorized by the Superintendent or designee.
- B. Job sharing shall be granted annually upon mutual agreement of the two (2) employees, the building principal and with authorization of the Superintendent or designee. A new plan must be submitted each year. If two (2) employees wish to job share, they shall jointly submit a plan to the District personnel office by April 1 for the following school year. The plan submitted will specify the specific curriculum and other responsibilities of each of the job-share participants. It is intended that the plan be developed cooperatively among the teachers and administration, with final approval of the Superintendent.
- C. The plan shall specify how job sharing is to be done, i.e. on the basis of hours and days to be worked. In addition, the plan shall address when both employees shall work inservice days, open houses, parent conferencing, (including IEP's), and nonstudent contact days.
- D. Job sharing participants shall be compensated on the proportion of hours worked. The plan will also address the distribution of a single FTE's District Contribution towards insurance premiums. Job share teachers shall receive their individual hourly rates when substituting for each other. Leave provisions shall be in proportion to the part-time assignment.
- E. Employees who are involved in job sharing are subject to the provisions of Article 14, Reduction in Force.
- F. Contract status would be maintained in a manner consistent with state statute. Full-time employees who wish to job share for up-to two years must secure a one-half (1/2) time unpaid leave of absence annually, if it is their desire to return to a full-time position at the end of the job share. The teacher may return by notifying the District in writing by March 1 of the year they wish to return to full-time teaching. The return will be to a position that is similar and available and is to begin with fall term.

Employees who wish to job share beyond two years must resign the remaining portion of their full-time position at the end of the job share.

## Article 21 – Part Time Teachers

- A. Part-time teachers are those employed less than full time.
1. Contract status will be maintained in a manner consistent with state statute. Full-time employees who wish to go to part time or those already at part time must secure an annual unpaid leave of absence for that portion of each day they do not work, if it is their desire to return to a full-time position. The teacher may return by notifying the District in writing by March 1 of the year they wish to return to full-time teaching. The return will be to a position that is similar and available and is-to begin with fall term.
  2. Part-time teachers shall be compensated on the basis of time that they work in relation to the contract workday. Part-time shall receive prorated insurance benefits in accordance with Article 24, Section F.
  3. The District agrees to compensate part-time teachers at their regular rate for time in attendance beyond their normal workday at inservice, parent-teacher conferences and non-student contact days when they are required to attend. The compensation may be taken-in pay or compensatory time. The part-time teachers will submit the time to the building principal and will designate how they wish to be compensated.
  4. Half-time or more teachers will receive pro-rata preparation time based on periods taught or time taught in direct proportion to the full-time teacher in the same building where they are working. (For example, if a full-time teacher teaches six [6] periods per day, then a one-half time teacher teaches three [3] periods per day. The half-time teacher receives half of the preparation time provided to the full-time teacher.)
- B. Part-time teachers assigned at least 50% contract days during the school year will be eligible for an annual step increase the following year.

## Article 22 – Personnel File

- A. The teacher shall sign all adverse materials prior to such materials being added to the personnel file; this signature means only that the teacher has read the material. If the teacher refuses to sign the materials, a witness may sign to indicate the material was presented to the teacher. The teacher shall have the right to attach a rebuttal to any material placed in the personnel file.
- B. The teacher will have the right to review the contents of the personnel file and to receive a copy; upon request. This file shall contain all materials relevant to the teacher's employment and shall be the sole repository of such materials. The teacher will be entitled to have a representative during such review. The official personnel file will be located in the District office.
- C. A contract teacher may recommend and consult with the District about removing adverse materials (not required by law) from their file if the material is three (3) years old and the teacher has maintained a clear record for three (3) years.
- D. Personnel files are of a confidential nature, as defined by ORS 192.502(2) and access to personnel files shall be in accordance with the law.
- E. Any documents in an employee's working file that are over two years old, shall not be used in subsequent disciplinary matters.

## Article 23 – Professional Compensation

Vertical advancement for all full-time and part-time employees under this schedule is contingent upon continuation of employment.

- A. Eighteen (18) years' outside experience is allowed. The highest initial placement on the salary schedule is Step-18. This includes teachers now in the District as well as new teachers.
- B. Part-time teachers assigned at least half of the scheduled school year will be eligible for annual step increases the following year.
- C. A maximum of one (1) year teaching experience will be allowed for successful teaching experience in the Peace Corps. or Vista, etc.
- D. Business experience may be granted by administrative approval to individuals who are employed as teachers in the professional technical area.
- E. Coursework for college credit connected to the school and or District Improvement Plan and/or CPD requirements will qualify for horizontal movement on the salary schedule. Classes completed which qualify a person to move on the salary schedule will count on the next possible pay period following verification of completion of coursework. The teacher's pay will be adjusted to the verified date of completion. Verification is to be by official transcript.

Employees will have up to sixty (60) days from the receipt of the official transcript to report verification to the District office. The teacher's pay will be adjusted to the verified date of completion. If the teacher fails to verify to the District office within the sixty (60) days, the teacher will lose the retroactive pay. Then the salary will be adjusted at the next pay period.

- F.
  - 1. A \$10,000 one-time-only stipend will be given to any teacher who remains in the District two years after passing the National Board of Professional Teaching Standards (NBPTS). The stipend may be divided into two (2) five-thousand dollar (\$5,000) payments over two (2) calendar years by written notification to the District by the teacher.
  - 2. Full time special education teachers shall receive a \$3,000 annual stipend per school year for IEP meetings and planning beyond the normal work day. Less than full time special education teachers shall be paid a pro-rata share of that annual stipend(s).
  - 3. Full-time Title I teachers shall receive a \$1,500 annual stipend per school year for data collection and analysis, parent meetings, RTI meetings and planning that extends beyond the normal work day. Less than full time Title I teachers shall be paid a pro-rata share of that annual stipend(s).
  - 4. Full-time employees who have been with the District more than twenty (20) years shall receive a \$1,000 longevity bonus each year beginning with their 21<sup>st</sup> year. This amount shall be prorated for less than full-time teachers.

### G. **Salaries**

- 1. For 2023-2024 there will be a six and one quarter percent (6.25%) increase to the 2022-2023 salary schedule. If Lebanon settles for a cost of living adjustment exceeding five percent (5.0%) for the 2023-2024 fiscal year, this professional compensation article will be reopened. The 2023-2024 salary schedule is contained in Appendix A2. The Licensed Salary Schedule Index will be adjusted as reflected in Appendix A.
- 2. For 2024-2025 there will be a three percent (3.0%) increase to the 2023-2024 salary schedule and salary schedule base index.



3. For 2025-2026 there will be a three percent (3.0%) increase to the 2024-2025 salary schedule and salary schedule base index.
4. Step column advances shall be granted on July 1st of each year of the term of this contract.
5. High school Career Technical Education teachers who have a Career Technical Education certificate but not a Bachelor's degree will be placed on the BA column. Otherwise, a non-BA column will be added to the salary schedule effective with the 2023-2024 school year for staff members assigned a teaching position who have not received a bachelor's degree provided State law allows them to hold a teaching position.

#### **H. Salary Placement**

1. Employees will have up to sixty (60) days from the date employees receive their first paycheck to contest their placement on the salary schedule for the current school year. Failure to present information within this time period waives any right to adjustment during the current school year. Any employee who misses the first sixty (60) day period will not receive retroactive pay.
2. For all new employees with two bachelors' degrees, all hours beyond the Bachelor's Degree in the field/subject area that the person is teaching shall be used for determining placement of the new teacher on the salary schedule.
3. Teachers with a Master's Degree shall have the option of choosing to be placed on the BA+ schedule or on the Master's schedule.
4. The District may place newly hired Speech Language Pathologists (SLP) on a step higher than otherwise applicable provided such placement does not exceed the then current placement of any full-time SLP on the salary schedule. The District shall notify the Association of its intention to place an SLP in accordance with this section prior to issuing a letter of intent.

- I. Teachers and school nurses without a Bachelor's Degree shall be paid on the Bachelor's Degree schedule. Nurses with a Bachelor's Degree or higher shall advance on the salary schedule the same as certificated personnel.

#### **J. PAYDAY AND METHOD OF PAYMENT**

1. Checks will be issued on the last day each month that the business office is open during the school year.
2. June, July and August checks will be paid on the last employee workday in June. December payroll will be paid on the last District office workday.
3. If the District seeks to change its procedures with electronic depositing of paychecks then it will notify and bargain with the Association.

#### **K. EXTENDED DUTY SCHEDULE**

1. Staff members will be paid for the following extended duty assignments according to the following schedule when required to perform such assignments per annum, except for Play Director as indicated.
  - a. Staff members may volunteer to perform extra-curricular duties not listed on the extended duty schedule. Teachers who volunteer to conduct these activities and/or events must do so with the explicit understanding that there will be no form of salary or other compensation obligated to them from District funds.

- b. Extended duty assignments which no longer have District funding but have an identified funding source outside of the District (PTC, fundraisers, etc.) may be created. Application for such activities shall be made by a teacher and submitted to the building principal for approval. Salary (including associated payroll costs) for such activities shall be within the financial limits of the funding source and will also be submitted to the District and the Association for approval.
2. Staff members will be eligible to be advanced to the higher rate for the position after having performed in that position/activity or similar position/activity for the District for three (3) years. Experience gained as an assistant applies if transferred to a head position.
3. Assignment of personnel to the extra-duty assignments remains the exclusive right of the District. Any vacancies for extended duty shall be posted in accordance with Article 13 Vacancies/Transfers.
4. If a new position is created or an existing position is substantially revised, the District shall notify the Association President in writing and the Association shall negotiate the rate of pay for such new or revised position.
5. If a bargaining unit member applies for an extended duty position that is available, and is qualified for that position, such person may be granted an interview for the position and, if denied the position, will be provided, upon request, a conference with the administrator directly involved with the decision.

**6. Extended Season Compensation**

- a. Coaches, Band Director and Rally Squad Advisor will be paid an additional stipend for all league and state playoff competitions for which their team qualifies at the rate of five percent (5%) of their extra-duty pay per week of the extended season.
- b. Coaches in consultation with the athletic and activities directors will determine the number of assistant coaches and advisors to be compensated for their involvement, subject to approval of the Superintendent.

<b>SCHEDULE</b>	<b>a</b>	<b>b</b>	<b>c</b>	<b>d</b>	<b>e</b>	<b>f</b>	<b>g</b>	<b>h</b>
BA column								
Step 5 x %	14%	12%	10%	7%	6%	5%	4%	3%
<i>After 3 years:</i>								
BA column								
Step 5 x %	16%	14%	12%	8%	7%	6%	5%	4%

7. **The Extended Duty schedule shall be:**

- |   |   |
|---|---|
| a. Head Football* (H.S.)<br>Head Basketball* (H.S.)<br>Boys & Girls<br>Head Wrestling* (H.S.)<br>Head Baseball* (H.S.)<br>Head Track* (H.S.)<br>Activities Director<br>Head Swimming (H.S.)<br>Head Volleyball* (H.S.)<br>Girls<br>Head Softball* (H.S. Girls)<br>Head Soccer* (H.S.) | Band Director (6-12)<br><br>c. <i>(none at this time)</i><br><br>d. Head Coach** (Jr. High)<br><br>e. Play Director (H.S. per play)<br>Department Head (per year)<br><br>f. H.S. Annual<br>H.S. Newspaper<br>J.H.S. Annual<br><br>g. Choir Director<br><br>h. Head Class Advisor<br>Key Club Advisor<br>Graduation Coordinator<br>National Honor Soc. Coordinator |
| b. Drill Team (H.S.)<br>Rally Squad Advisor (H.S. per season)<br>Head Cross County* (H.S.)<br>Golf* (H.S.)  |   |

A licensed staff member serving as high school athletic director will be paid \$17,500 per year for the additional responsibilities.

- \* Assistant High School coaches will be paid 65% of the appropriate Head coaching salary, subject to years of experience
- \*\* Assistant Junior High coaches will be paid 85% of the appropriate Head coaching salary, subject to years of experience.

8. Employees who are approved to attend Outdoor School and stay overnight shall receive a stipend of \$150 per night in consideration of their supervision of the students.

L. By mid-September of each year, teachers shall receive copies of the salary schedule and extra-duty salary schedules that are in effect at that time. Teachers will receive notice of their placement on the appropriate salary schedule(s).

- M. 1. Teachers hired for additional work that involves delivering instruction to students (such as an after-school tutoring program) shall be paid at an hourly rate based on their salary.

Teachers hired for additional work related to their position that does not involve delivering instruction to students and that is not paid with a stipend (such as curriculum work) shall be paid at the rate of \$40.00 per hour unless the contract specifies a per diem rate.

2. Teachers hired for summer school will be paid at the rate as contracted for in the previous academic year. The pay shall be on an hourly or daily rate depending on the amount of time worked.
3. Counselors who work on scheduling, registration or other duties outside the normal work year will be-paid up to 8 additional days at their per diem rate. The District will notify the Association when this occurs.

- N. Exclusive of open house and parent conferences, elementary teachers agree to participate in three (3) school activities each year involving their classes where their supervision is necessary. For activities beyond the scope of five (5) activities listed above where the teacher's presence is necessary, the teacher shall be compensated at \$40.00 per each necessary activity. Principals will notify teachers if their attendance is required at after-school activities.
- O. The District shall provide the Association President with a list of all extra-duty assignments. The list shall include all certified employees, including each employee's extra-duty assignment, date of hire and total extra-duty experience.
- P.
1. During the term of this Agreement, the District will participate in the public employee retirement plans as required in ORS 238 and 238A.
  2. The District shall "pick-up" the six percent (6%) employee contribution required by ORS 238.200 and ORS 238A.330. The full amount of required employee contributions/payments "picked-up" pursuant to this Section (B2) shall be considered as "salary" within the meaning of ORS 23 8.005 (20) and ORS 238A.005 (16)(b)(F) with respect to PERS/OPSRP for the purpose of computing an employee member's "final average salary" within the meaning of ORS 238.005 (8) and ORS 238A.130. Any amount picked up shall be considered to be employee contributions for all purposes under Chapter 23 8 and Chapter 23 SA. Pursuant to ORS 23 8A.3 3 5 (2) (a), the parties agree that employee compensation has been reduced in order to generate the funds needed to make these employee contributions; the employer will file any required notices with the Public Employees Retirement Board.
  3. In the event that during the life of this Agreement it becomes impossible for reasons of law, regulation or decisions of the courts for the District to make contributions/payments to PERS/OPSRP on behalf of employees as described in Section P2 above, then the parties shall reopen negotiations over the invalid words or sections as per ORS 243.702.
- Q. Staff members who desire payment for services performed outside their regular work hours at district-sponsored events (such as timer, scorer, announcer and gate duty) will be paid at minimum wage. Time shall be reported on a timecard and payment shall be made twice a year for these duties, once in December and once in June.
- R. Employees who separate from district service for reasons other than termination shall receive their final pay at the next regularly scheduled pay day.

## Article 24 – Insurance

### A. The District's insurance contribution shall be as follows:

1. For the 2023-2024 insurance year, the District shall contribute up to \$1,392/month toward the insurance premium. If the year-to-year increase for health insurance premiums (medical + dental + vision) increases by 8 percent or more, the District and Union will together calculate and split the difference provided doing so results in a higher contribution amount.
2. For the 2024-2025 insurance year, the District shall contribute up to \$1,467/month toward the insurance premium. If the year-to-year increase for health insurance premiums (medical + dental + vision) increases by 8 percent or more, the District and Union will together calculate and split the difference provided doing so results in a higher contribution amount.
3. For the 2025-2026 insurance year, the District shall contribute up to \$1,542/month toward the insurance premium. If the year-to-year increase for health insurance premiums (medical + dental + vision) increases by 8 percent or more, the District and Union will together calculate and split the difference provided doing so results in a higher contribution amount.
4. New hires are eligible for insurance on the first day of the month following completion of a minimum of (30) days of employment. However, a newly hired employee relocating from another school district where they had health insurance during the preceding school year will be eligible for insurance coverage following the date of completion of their previous coverage. If a new employee's coverage from a previous District concludes during the summer, the new employee must be hired on or before August 31st and all necessary enrollment forms must be completed and submitted in order to be eligible on September 1.
5. If the District's insurance provider assesses an excise tax and/or other monetary penalty on the District or the members during the term of this Agreement, the parties agree to reopen this Article 24 for the purpose of bargaining concerning how any such excise tax and/or monetary penalty can be minimized or avoided by changing from a composite rate to a tier rate system. If this subparagraph 6 is so triggered, the parties agrees that through bargaining tiered contribution amounts will be developed with the goal of maintaining employee premium costs that are the same or similar to such costs under a composite rate structure and maintaining equivalent the District's overall insurance costs to such costs under a composite rate structure less the newly assessed excise tax and/or monetary penalty.

### B. Subject to state law, the Association shall determine the carrier and conditions for purchasing such coverage. The above contributions listed in section A shall go towards the agreed upon insurance premiums for B1 through B8.

1. The individual will pay a deductible as selected from available plans for the selected medical indemnity plan;
2. A family will pay a deductible as selected from available plans for the selected medical indemnity plan;
3. The second opinion option of the Care Assist Program shall be in effect;
4. Comprehensive health medical;
5. Dental;
6. Vision;
7. \$20,000 term life/AD&D;
8. Section 125 Program.

**C. Long Term Disability**

1. The District will continue to allow access to the current long term disability program.
  2. Employees will assume the cost of the long term disability program.
- D. Employees eligible for District insurance contribution as referenced in section A above, but who choose not to obtain insurance coverage may decline coverage in accordance with the underwriting rules and regulations as set forth by the carrier(s) in the policy (policies) retained by the policyholder. The maximum number of employees opting out shall not jeopardize the unit rate participation requirements specified by the carrier.
- E. During the status quo periods of this Agreement, the District's status quo obligation shall be to pay the per employee amount in effect during the previous insurance year pursuant to Section A, above.
- F. The insurance year will run from October 1 through September 30.
- G. Part time teachers (any who are less than full time, but eligible for insurance) will have the District contribution prorated based on their hourly equivalency to a full time teacher.
- H.
  1. Provided it is allowed by law and does not jeopardize the tax free status of the District's insurance contribution, full-time employees who opt out of medical, dental and vision coverage will receive a \$250 per month cash incentive. This amount is subject to applicable taxes. To be eligible to opt-out, the employee must be covered by another employer sponsored group medical insurance program. Other group coverage does not include Medicare, Medicaid, Veterans Administration Health Benefits, student health benefits, the federal health exchange, a state health exchange or an individual plan. The employee must provide proof of other employer group coverage and agree to notify the District if the other employer group coverage ends. If the other employer group coverage ends, the employee is no longer eligible for the cash incentive. An employee who loses other group coverage is eligible to enroll in coverage through the District provided qualifying event requirements established by the insurance company are met.
  2. If an employee opts out of medical, dental and vision coverage, the employee must still enroll in basic life insurance coverage and long term disability coverage. The employee may also enroll in any of the available District optional insurance coverage plans.
- I. Full-time employees enrolled in a health savings account (HSA) qualified insurance plan will receive a \$50/month HSA contribution to an employer selected health savings account provider once the employee has submitted a complete District 403(b) Deferred Compensation Agreement Form.

## Article 25 – Professional Development

### A. Teacher Initiated

1. The Sweet Home School District shall reimburse licensed staff members for tuition reimbursement for instructional improvement. Instructional improvement shall include classes for credit and/or no credit.
2. The District shall allocate \$30,000 per year during each year of this Agreement to establish a Professional Development Fund. Of this amount, \$20,000 shall be for tuition reimbursement and \$10,000 for conferences/workshops. Hotel, transportation costs and food costs are not covered by this Article.
  - a. Reimbursement for tuition shall be for courses taken from June through May of each school year. If the \$10,000 is not expended for reimbursement for conferences or workshops, then the money left over will be included in the tuition reimbursement fund.
  - b. Reimbursement for conferences and workshops will be on a first come basis and will not exceed \$400 per person. Reimbursement will be made when evidence of the workshop or conference is completed.
  - c. Tuition Reimbursement shall be made when; evidence of successful completion of an approved course has been submitted to the District office.
    - 1) Classes for credit will require a grade slip or transcript of C or better or a Pass.
    - 2) Classes taken for either credit or non-credit will require: (1) a receipt or canceled check and (2) a transcript or verification of attendance.
    - 3) Payment for tuition reimbursement will occur after June 1 of each school year. Reimbursement shall be for a maximum of four (4) graduate credits per year per person at the U of O rate. If there are not enough funds allocated for tuition reimbursement, then the amount reimbursed shall be pro-rated.
  - d.
    - 1) Tuition vouchers earned while supervising student teachers shall be the property of the Association and distributed in the following manner:
      - (a) Sponsoring teachers
      - (b) Sponsoring teacher's department
      - (c) Teachers in the same building
      - (d) Other teachers in the District
    - 2) The Association will be notified as soon as vouchers are available.
3. Coursework, conferences, and workshops must be connected to the school and/or District Improvement Plan, and/or CPD requirements.
4. All coursework, conferences, or workshops for reimbursement must be approved by the building principal and Superintendent. Coursework must have approval prior to registration, except where this is impossible. This may include but is not limited to the following:
  - a. A class, workshop, or conference is canceled and another is substituted at registration.
  - b. Class, workshop, or conference is full and an alternate must be selected.

Application shall be on the proper form, a copy of which shall be found in Appendix D of this Agreement. Copies of this form shall be available in each building office.
5. All requests for tuition reimbursement must be submitted prior to June 1. Any requests subsequent to June 1 shall be carried over to the next fiscal year.

6. Employees taking coursework on a scholarship or grant or any other type of award shall not be granted reimbursement unless the scholarship or grant is less than the actual tuition. In such cases, the employee may submit the difference (tuition minus scholarship) as is described in Section 2.

**B. District-Initiated Courses**

Any District-recommended and/or required courses shall be stipulated in writing and shall be fully funded by the District. This shall be in addition to the Professional Development Fund. Teachers will be notified in writing if professional development opportunities are voluntary prior to registering to the Professional Development.

**C. Roll-Over Clause**

If, by June 1, the money allocated for either tuition reimbursement or conferences/workshops is depleted and money remains in the other area, then those remaining funds can roll into the area that has been depleted. Those remaining funds can then be allocated by the District. If any money allocated under this Artie-le is not used by the end of the school year, it shall not roll-over to the following year.



## Article 26 – Mileage Reimbursement

Teachers required in the course of their work to use personal automobiles shall be compensated at the rate established by the Internal Revenue Service for tax deduction.

## Article 27 – Dues and Payroll Deductions

- A. Local Dues: The first two (2) deductions will comprise the yearly dues for the local Association, and checks will be made to the local Association by October 15th and November 15th. Requests must be turned in to the District by the 15th of September on the proper form.

OEA/NEA Dues: OEA/NEA dues are authorized payroll deductions. Deductions will be made on a monthly basis beginning with the month of November.

- B. Tax-Sheltered Annuity: Tax-sheltered annuity plans will be accepted by the District provided there are at least five (5) participants signed up to participate in the same plan. This does not apply to plans already in force. Authorization to start or stop voluntary deductions shall be in writing to the business office at least fifteen (15) days prior to the deduction being made.
- C. Upon appropriate written request from the teacher, the District shall deduct from the salary of any teacher and make appropriate remittance for the following approved deductions:

Savings Bond	United Way
Insurance Premiums	Credit Union

- D. The Association agrees to lawfully implement the provision of this article and agrees to hold the District harmless against any and all claims, suits, orders or judgments brought against the District as a result of the provisions of this article except where the District has committed errors, omissions or failed to transmit any of the foregoing deductions or premiums within the customary period of time; the District agrees to correct any errors no later than the first pay period following notification of such errors. This hold-harmless agreement is void unless the District: (1) gives the Association notice within thirty (30) days of any claim; (2) tenders defense of the claim to the Association; and (3) cooperates with the Association and its designated counsel in defending the claim.

## Article 28 – Substitute Teachers

It shall be the right of the administration to make assignments of substitute teachers to classes. A substitute list will be made-available to the teachers. Regular teachers may make suggestions for additions or deletions to the lists and indicate their preference for those available.

## Article 29 – Individual Contracts

### Compliance Between Individual Contract and Master Contract:

Any individual contract between the District and an individual teacher within the bargaining unit hereafter executed shall be subject to and consistent with the terms and conditions of this Agreement.

## Article 30 – Strikes and Lockouts

- A. Neither the Association, its officers or agents, nor any of the employees covered by this Agreement will engage in, encourage, sanction, support or suggest any strikes in the District, slowdowns, mass resignations, mass absenteeism, or the willful absence from one's position during the term of this Agreement. Any or all employees who violate any of the provisions of this article may be discharged or otherwise disciplined as the District deems necessary.
- B. There will be no lockout of employees in the unit by the District as a consequence of any dispute arising during the period of this Agreement.
- C. If any part of this contract is reopened for negotiations during the life of the Agreement, then this article is void.

## Article 31 – Maintenance of Standards

It is the intent of the parties that employees covered by this Agreement shall not suffer a reduction in compensation or economic benefits presently in effect by the execution of this Agreement, except those reductions that are expressly and specifically set forth in the terms of this contract.

## Article 32 – Mentor Program

### A. Mentor Teacher Program

1. The District reserves the right to establish or discontinue a mentor teacher program.
2. No teacher shall be designated as a mentor teacher unless willing to perform in that role.
3. No mentor teacher shall participate in the evaluation of beginning teachers for purposes of action taken under ORS 342.805 to 342.955.
4. A mentor teacher shall be paid a stipend of \$750 for each person he or she mentors per school year for service as a mentor teacher.
5. Mentor teachers may resign the assignment at any time upon giving fifteen (15) days' written notice.
6. The District may terminate the services of the mentor teacher upon giving fifteen (15) days' written notice.
7. The District may provide additional financial support to new teacher mentees if provided for by the terms of a grant, Article 33 - Intern Teacher Program.

## Article 33 – Intern Teacher Program

### A. Intern Teacher Program

Intern teachers, as defined by ORS 342.120 (7), who are hired through this program, shall be members of the bargaining unit, under the terms and conditions set forth in Article 1 - Recognition - Status of Agreement.

1. The number of intern teachers shall be limited to three (3), during any single school year unless the District and SHEA agree to more.
2. Intern teachers shall be employed on one-year contracts or contracts that reflect the actual length of anticipated employment if less than one year. The District shall have no obligation to employ the intern teachers beyond the intern year. The intern's employment with the District will then cease and the intern will be treated as an outside applicant for the purposes with the District for which he/she is qualified.
3. Intern teachers hired through this program shall be subject to all provisions of the collective bargaining agreement with the following modifications:
  - a. Article 15 -Paid Leaves of Absence: Leave accumulated during the intern year may be carried over if the intern is subsequently hired into a regular teaching position. Sick leave accumulated prior to the intern year, during periods of other employment with the District, may be used during the intern year.
  - b. Article 23 -Professional Compensation, section G, Salaries: Intern teachers will be paid based on the non-BA column in the salary schedule.
  - c. Article 24 - Insurance, section A: The District will pay the contribution towards the premium for each intern teacher for the following insurance plan as follows: Intern teachers shall receive full insurance benefits on a pro-rated basis. The District will pay an amount equal to that established for licensed staff with similar FTE for the insurance plan selected by the intern. The District will only pay the contribution while the intern is working for the District. There may be some out-of-pocket expense depending on the actual premium costs for the current school year. The out-of-pocket expense will be withheld through monthly payroll deduction.
  - d. Article 27 -Dues and Payroll Deductions: Intern teachers may join the SHEA.
  - e. The intern year shall be counted toward placement on the salary schedule if the teacher is subsequently employed in a regular teaching position.
  - f. The intern year shall be counted as a probationary year if the teacher is subsequently employed in a regular teaching position.
  - g. Article 9 - Grievance Procedures, Level Four-Arbitration - does not apply
  - h. Article 13 - Vacancies/Transfers -does not apply
  - i. Article 14 - Reduction in Force -does not apply

### B. Support teachers who agree to mentor interns and participate in this program shall be subject to these additional provisions to the collective bargaining agreement:

1. Article 12 - Performance Evaluation: The performance of an employee in the role of a support teacher shall not be subject to evaluation and/or discipline. Information regarding the support teacher's performance shall not be included in his/her personnel file without the supporting teacher's written consent unless the employee violates law or policy.
2. Article 25 - Professional Development: Whenever the District requires the support teacher to attend meetings, trainings, or work sessions outside of the District; the District will pay all necessary expenses for the support teacher. The cost of these Professional Development expenses shall not reduce the salary of the support teacher.



## Article 34 – Drug Free Workplace

- A. The workplace-shall be drug free.
- B. Employees shall be given a copy of the District's Drug-Free Workplace Policy at the beginning of each school year.
- C. Violation of this policy may subject the employee to disciplinary action up to and including dismissal and referral for prosecution, or the employee may be required to participate in a drug and alcohol assistance program at the employee's expense.

## Article 35 – Class Size

### A. Class Overload

1. When a teacher recognizes a class overload exceeds the Board recommended staff ratios, the teacher may appeal for intervention by submitting a class overload intervention request to the building principal. If the teacher requests, the principal shall involve the building level Class Size Committee. The principal will hold a personal meeting with the teacher within five (5) workdays of receiving the written request. The principal will respond in writing to the teacher within ten (10) workdays following the personal meeting concerning the actions taken or the justification for lack of action on the problem. Copies of the correct form are in Appendix E. Copies of this form shall be available in each building office.

### B. Building-Level Class Size Committee

1. The principal shall convene a building-level Class Size Committee in reviewing the intervention request and determining an appropriate response in writing. The committee can either be a standing committee or an ad hoc committee; Membership shall include a teacher, the building representative, a specialist and an administrator. Small schools may have to use an individual from out of their building.
2. The building principal and the Class Size Committee will consider the following criteria as they study class sizes:
  - a. The teacher-student ratio of each class;
  - b. The total number of students assigned per teacher;
  - c. The number of subject preparations or grades per teacher;
  - d. The support staff available to each teacher;
  - e. The nature of the subjects taught in relation to each teacher's professional preparation;
  - f. The appropriateness of the instructional facilities and equipment;
  - g. The course goals applicable to the particular class;
  - h. The extent to which class sizes vary from the statewide practice; and
  - i. The special needs of the students in the class(es).
3. If the principal believes that class size adjustments need to be made, consideration will be given to:
  - a. Reallocation of building resources;
  - b. Adjustment of class sizes within the building.

C. If the solution reached by the building committee is not acceptable to the teacher, the teacher may file the original appeal, including the committee response, to the Superintendent within five (5) workdays after receipt of the committee's response. The Superintendent will have a meeting with the teacher within ten (10) workdays after receiving the request. The Superintendent will respond in writing to the teacher within five (5) workdays following the meeting with the teacher concerning action taken or the justification for lack of action on the problem. The teacher may have representation of the teacher's choice.

D. If the Superintendent's decision is not acceptable, the teacher may appeal to the Board within five (5) workdays after receiving the Superintendent's response. The Board will hear the appeal and provide a written response to the teacher within ten (10) workdays following the meeting to hear the appeal. The Board's decision will be final and binding. The teacher may have representation of the teacher's choice.

E. The timelines in this procedure are meant to serve as a guide and can be adjusted by agreement of the parties.

F. There will be no reprisals against a teacher or the District for utilizing this classroom intervention appeals process.

## Article 36 – Tax Deferred Savings Program

A tax deferred savings plan is available for employees hired after June 30, 1999 who are not eligible for the District's early retirement stipend. Employees hired on or before June 30, 1999 who are eligible for the-- early retirement stipend may choose to participate in the tax deferred savings program if they waive their right to the early retirement stipend.

The District's tax deferred savings program contribution shall be as follows:

- A. For employees hired by the District on or before June 30, 2012, the District will make a monthly contribution to a 403(b) or 457 retirement plan as specified in Article 27 - Dues and Payroll Deductions, Section C. For those employees with 0-15 years of accumulative service with the District, the District shall contribute \$25 per month. For those employees with 16+ years of accumulated service, the District shall contribute \$50 per month. The District will pro-rate contributions for employees working less than full-time.
- B. For full-time employees hired by the District on or after July 1, 2012, the District will make a monthly contribution to a 403(b) plan, as specified in Article 27 - Dues and Payroll Deductions, Section C. For those employees with 0-15 years of accumulative service with the District, the District shall contribute \$25 per month. For those employees with 16+ years of accumulated service, the District shall contribute \$50 per month.

## Article 37 – Distance Learning

- A. When the District proposes the development of a distance learning course of study (other than enrichment programs), the District will give notice to the Association and will:
1. Form a committee that will study the proposal and make recommendations to the Board. The committee shall be composed of equal numbers of members from each of the following groups: Building Site Committee, Association, and Administration. Each group shall select its own members. The Board decision on the committee recommendations is final and binding on the parties.
  2. Bargain the impact (but not the decision) of such a program if the program is a course not currently taught by a bargaining unit member and there is no qualified/licensed member available to teach the course.
- The Association will be obligated to commence bargaining immediately upon request by the District.
- B. The District will not displace any bargaining unit members during the term of this contract as a result of a distance learning program.

## Article 38 – 21<sup>st</sup> Century School Site Councils

- A. In accordance with the Oregon Educational Act for the 21st Century Districts will establish site committees in each school building.
- B. A stipend-for one teacher serving for one year on a school site council shall not exceed \$360.00.
- C. The aggregate for all teachers serving on one school site council shall not exceed \$720.00 for one school year.
- D. The aggregate of \$720.00 provides two stipends per year for teachers at \$360.00 each. If more than two teachers serve on the school site council, the stipend per teacher is reduced accordingly by dividing \$720.00 by the number of teachers serving on the council.

## Article 39 – Post Retirement Employment

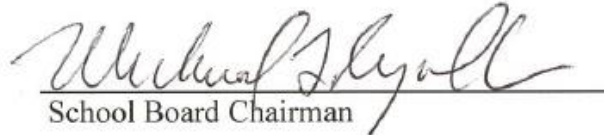
- A. Teachers who have retired from the District under PERS and have been hired by the District in a post-retirement assignment will be considered temporary employees. Hiring decisions reside solely with the District. There is no guarantee of re-hire for any retired teacher. Pursuant to ORS 23 8.082, these teachers will work no more than allowed by statute (currently 1039 hours per calendar year). They will be members of the bargaining unit but the following articles in the master agreement between the parties shall not apply; Article 10 B (Holidays), Article 13 (Vacancies & Transfers), Article 14 (RIF), Article 15 (Paid Leaves), Article 18 (Unpaid Leaves) and Article 24 (Professional Development). These arrangements will be known as a Post Retirement Agreement (PRA).
1. Placement on the salary schedule will be subject to the terms of Article 22 (Professional Compensation).
  2. Employees shall be granted one (1) day per month of paid sick leave for the duration of the Post Retirement Agreement pursuant to ORS 332.507.
  3. Employees may defer any contractual early retirement benefits for which they are eligible until the end of their PRA.
  4. The District will not be required to contribute to the Tax Deferred Savings Program described in Article 34 in this agreement for a Post Retirement Employee.
  5. Pursuant to ORS 23 8.082, these teachers will work no more than allowed by statute (currently 1039 hours). Retired teachers rehired by the District shall provide monthly records of hours worked to the District using an approved form.
  6. Retired teachers re-hired by the District may be granted administrative leave (other than sickness) by the Superintendent.
  7. Copies of signed post retirement agreements shall be provided to the Association.

## Article 40 – Duration of Agreement

This contract shall be in effect upon ratification, and shall terminate June 30, 2026.

### Signatures

#### Sweet Home School District No. 55:

  
School Board Chairman

2-15-23  
Date

#### Sweet Home Education Association:

  
Sweet Home EA President  
Steven W. Thorpe

2-15-23  
Date

## Appendix A - Licensed Salary Schedule Index

Step	Non-BA	BA	BA+24	BA+45	BA+69 MA	BA+90 MA+24	BA+110 MA+45
1	+1.12 - \$3,250	+1.175 - \$3,250	+1.22 - \$3,250	+1.265 - \$3,250	+1.31 - \$3,250	+1.355 - \$3,250	+1.40 - \$3,250
2	+1.12 - \$3,000	+1.175 - \$3,000	+1.22 - \$3,000	+1.265 - \$3,000	+1.31 - \$3,000	+1.355 - \$3,000	+1.40 - \$3,000
3	+1.12 - \$2,000	+1.175 - \$2,000	+1.22 - \$2,000	+1.265 - \$2,000	+1.31 - \$2,000	+1.355 - \$2,000	+1.40 - \$2,000
4	+1.12 - \$1,000	+1.175 - \$1,000	+1.22 - \$1,000	+1.265 - \$1,000	+1.31 - \$1,000	+1.355 - \$1,000	+1.40 - \$1,000
5	1.12000	1.17500	1.22000	1.26500	1.31000	1.35500	1.40000
6	1.16375	1.21875	1.26375	1.30875	1.35375	1.39875	1.44375
7		1.26250	1.30750	1.35250	1.39750	1.44250	1.48750
8		1.30625	1.35125	1.39625	1.44125	1.48625	1.53125
9		1.35000	1.39500	1.44000	1.48500	1.53000	1.57500
10		1.39375	1.43875	1.48375	1.52875	1.57375	1.61875
11		1.43750	1.48250	1.52750	1.57250	1.61750	1.66250
12		1.48125	1.52625	1.57125	1.61625	1.66125	1.70625
13			1.57000	1.61500	1.66000	1.70500	1.75000
14				1.65875	1.70375	1.74875	1.79375
15					1.74750	1.79250	1.83750
16					1.79125	1.83625	1.88125
17					1.83500	1.88000	1.92500
18					1.87875	1.92375	1.96875

2023-24 base of 1.00000 =      \$39,443      (2022-23 base + 6.25 percent)



## Appendix A1 - Licensed Salary Schedule 2023-2024

Step	Non-BA	BA	BA+24	BA+45	BA+69 MA	BA+90 MA+24	BA+110 MA+45
1	\$40,926	\$43,095	\$44,870	\$46,645	\$48,420	\$50,195	\$51,970
2	\$41,176	\$43,345	\$45,120	\$46,895	\$48,670	\$50,445	\$52,220
3	\$42,176	\$44,345	\$46,120	\$47,895	\$49,670	\$51,445	\$53,220
4	\$43,176	\$45,345	\$47,120	\$48,895	\$50,670	\$52,445	\$54,220
5	\$44,176	\$46,345	\$48,120	\$49,895	\$51,670	\$53,445	\$55,220
6	\$45,901	\$48,071	\$49,846	\$51,621	\$53,396	\$55,171	\$56,945
7		\$49,796	\$51,571	\$53,346	\$55,121	\$56,896	\$58,671
8		\$51,522	\$53,297	\$55,072	\$56,847	\$58,622	\$60,397
9		\$53,248	\$55,023	\$56,798	\$58,572	\$60,347	\$62,122
10		\$54,973	\$56,748	\$58,523	\$60,298	\$62,073	\$63,848
11		\$56,699	\$58,474	\$60,249	\$62,024	\$63,799	\$65,574
12		\$58,425	\$60,199	\$61,974	\$63,749	\$65,524	\$67,299
13			\$61,925	\$63,700	\$65,475	\$67,250	\$69,025
14				\$65,426	\$67,201	\$68,975	\$70,750
15					\$68,926	\$70,701	\$72,476
16					\$70,652	\$72,427	\$74,202
17					\$72,377	\$74,152	\$75,927
18					\$74,103	\$75,878	\$77,653
20L (in dist.)	\$46,901	\$59,425	\$62,925	\$66,426	\$75,103	\$76,878	\$78,653

2023-24 base of 1.00000 = \$39,443 (2022-23 base + 6.25 percent)

## Appendix A2 - Licensed Salary Schedule 2024-2025

Step	Non-BA	BA	BA+24	BA+45	BA+69 MA	BA+90 MA+24	BA+110 MA+45
1	\$42,251	\$44,486	\$46,314	\$48,142	\$49,970	\$51,798	\$53,626
2	\$42,501	\$44,736	\$46,564	\$48,392	\$50,220	\$52,048	\$53,876
3	\$43,501	\$45,736	\$47,564	\$49,392	\$51,220	\$53,048	\$54,876
4	\$44,501	\$46,736	\$48,564	\$50,392	\$52,220	\$54,048	\$55,876
5	\$45,501	\$47,736	\$49,564	\$51,392	\$53,220	\$55,048	\$56,876
6	\$47,279	\$49,513	\$51,341	\$53,169	\$54,997	\$56,826	\$58,654
7		\$51,290	\$53,119	\$54,947	\$56,775	\$58,603	\$60,431
8		\$53,068	\$54,896	\$56,724	\$58,552	\$60,380	\$62,209
9		\$54,845	\$56,673	\$58,501	\$60,330	\$62,158	\$63,986
10		\$56,623	\$58,451	\$60,279	\$62,107	\$63,935	\$65,763
11		\$58,400	\$60,228	\$62,056	\$63,884	\$65,713	\$67,541
12		\$60,177	\$62,005	\$63,834	\$65,662	\$67,490	\$69,318
13			\$63,783	\$65,611	\$67,439	\$69,267	\$71,096
14				\$67,388	\$69,217	\$71,045	\$72,873
15					\$70,994	\$72,822	\$74,650
16					\$72,771	\$74,600	\$76,428
17					\$74,549	\$76,377	\$78,205
18					\$76,326	\$78,154	\$79,982
20L (in dist.)	\$48,279	\$61,177	\$64,783	\$68,388	\$77,326	\$79,154	\$80,982

2024-25 base of 1.00000 =      \$40,626      (2023-24 base + 3.00 percent)

## Appendix A3 - Licensed Salary Schedule 2025-2026

Step	Non-BA	BA	BA+24	BA+45	BA+69 MA	BA+90 MA+24	BA+110 MA+45
1	\$43,616	\$45,918	\$47,801	\$49,684	\$51,567	\$53,450	\$55,333
2	\$43,866	\$46,168	\$48,051	\$49,934	\$51,817	\$53,700	\$55,583
3	\$44,866	\$47,168	\$49,051	\$50,934	\$52,817	\$54,700	\$56,583
4	\$45,866	\$48,168	\$50,051	\$51,934	\$53,817	\$55,700	\$57,583
5	\$46,866	\$49,168	\$51,051	\$52,934	\$54,817	\$56,700	\$58,583
6	\$48,697	\$50,998	\$52,881	\$54,764	\$56,647	\$58,530	\$60,413
7		\$52,829	\$54,712	\$56,595	\$58,478	\$60,361	\$62,244
8		\$54,660	\$56,543	\$58,426	\$60,309	\$62,192	\$64,075
9		\$56,490	\$58,373	\$60,256	\$62,140	\$64,023	\$65,906
10		\$58,321	\$60,204	\$62,087	\$63,970	\$65,853	\$67,736
11		\$60,152	\$62,035	\$63,918	\$65,801	\$67,684	\$69,567
12		\$61,983	\$63,866	\$65,749	\$67,632	\$69,515	\$71,398
13			\$65,696	\$67,579	\$69,462	\$71,345	\$73,228
14				\$69,410	\$71,293	\$73,176	\$75,059
15					\$73,124	\$75,007	\$76,890
16					\$74,954	\$76,837	\$78,721
17					\$76,785	\$78,668	\$80,551
18					\$78,616	\$80,499	\$82,382
20L (in dist.)	\$49,697	\$62,983	\$66,696	\$70,410	\$79,616	\$81,499	\$83,382

*2025-26 base of 1.00000 = \$41,845 (2024-25 base + 3.00 percent)*

## Appendix B – Informal Level – Grievance Form

Name

Date

School

Assignment

Name of Immediate Supervisor

Grievance Representative(s)

Statement of Grievance – including relevant date(s) when grievance occurred:

Relevant contract article(s) and section(s) of contract and/or Board policies/administrative rules that have been violated:

Remedy Sought:

Signature of Grievant

Date

Disposition by immediate supervisor:

Has the immediate supervisor issued a formal written reply:

If so, please attach a copy.

Will this concern be carried to Level 1 – Grievance?

If so, by what date must the grievant initiate action:

Distribution:

- District
- S.H.E.A. President
- Grievance Chairperson
- Grievant

## Appendix B1 – Level 1 – Grievance Form

Name

Date

School

Assignment

Name of Immediate Supervisor

Grievance Representative(s)  
(Signed)

Phone

Grievance Chairperson  
(Signed)

Date

Association President  
(Signed)

Date

Statement of Grievance – including relevant date(s) when grievance occurred:

Relevant contract article(s) and section(s) of contract and/or Board policies/administrative rules that have been violated:

Remedy Sought:

Signature of Grievant

Date

Disposition by immediate supervisor:

Signature of Immediate Supervisor

Date

Has an informal conference been held with the immediate supervisor?

If so, please attach a copy.

Will this concern be carried to Level 2 – Grievance?

If so, by what date must the grievant initiate action:

Distribution:

- District
- S.H.E.A. President
- Grievance Chairperson
- Grievant

## Appendix B2 – Level 2 – Grievance Form

Name

Date

School

Assignment

Name of Immediate Supervisor

Grievance Representative(s)  
(Signed)

Phone

Grievance Chairperson  
(Signed)

Date

Association President  
(Signed)

Date

Statement of Grievance – including relevant date(s) when grievance occurred:

Relevant contract article(s) and section(s) of contract and/or Board policies/administrative rules that have been violated:

Remedy Sought:

Signature of Grievant

Date

Disposition by immediate supervisor:

Signature of Immediate Supervisor

Date

Has a Level 1 grievance conference been held with the immediate supervisor?

If so, please attach a copy.

Will this concern be carried to Level 3 – Grievance?

If so, by what date must the grievant initiate action:

Distribution:

- District
- S.H.E.A. President
- Grievance Chairperson
- Grievant

## Appendix B3 – Level 3 – Grievance Form

Name

Date

School

Assignment

Name of Immediate Supervisor

Grievance Representative(s)  
(Signed)

Phone

Grievance Chairperson  
(Signed)

Date

Association President  
(Signed)

Date

Statement of Grievance – including relevant date(s) when grievance occurred:

Relevant contract article(s) and section(s) of contract and/or Board policies/administrative rules that have been violated:

Remedy Sought:

Signature of Grievant

Date

Disposition by immediate supervisor:

Signature of Immediate Supervisor

Date

Has a Level 2 grievance conference been held with the Superintendent?

If so, please attach a copy.

Will this concern be carried to Level 4 – Grievance?

If so, by what date must the grievant initiate action:

Distribution:

- District
- S.H.E.A. President
- Grievance Chairperson
- Grievant

## Appendix C – Sweet Home School District Physical/ Verbal Abuse Form

Name

Date

Date of Incident

Time of Incident

Building

Brief Description of Incident:

Witnesses:

Distribution:

- Teacher
- Immediate Supervisor
- Superintendent
- S.H.E.A.



## Appendix D Application for Professional Development Reimbursement

*This form must be completed by licensed staff for reimbursement for tuition, conferences and workshops*

Name

Date

School

Assignment

Explain how this application relates directly to the CDIP, SIP or your CPD requirement:

### Check the box(es) this application is for

- ☐ Tuition Reimbursement (Complete Section I)
- ☐ Workshop/ Conference Reimbursement (Complete Section II)

### I. Tuition Reimbursement (100-2210-242-013)/Administrator: 100-2210-0241-013

Course Title and Number

Number of Credits

Cost

Term (circle 1):

Summer

Fall

Winter

Spring

Last date and term your received reimbursement from the District: Year \_\_\_\_ Term (circle one): Sum Fall Win spr

Are you receiving funding from other sources? (circle one) Yes No

If yes, explain

### II. Workshop or Conference Reimbursement (100-2210-243-013)

Workshop or Conference Title

Date of Workshop or Conference(s)

Cost

-----  
**APPROVED**

Principal

Date

Superintendent

Date

**REJECTED**

Principal

Date

Superintendent

Date

Reason for rejection:

-----  
**Reimbursement Requirements:**

1. The course, workshop or conference relates directly to the CD IP, SIP and/ or individual's CPD program.
2. All courses, workshops or conferences must have prior approval of the principal and superintendent.
3. To receive Tuition Reimbursement, the applicant must:
  - Successfully complete the course with a Pass or C or better grade.
  - Present a receipt or cancelled check.
  - Present an official transcript or grade slip.
4. To receive reimbursement for workshops or conferences, the applicant must:
  - Verify completion of the workshop or conference.
  - Present a receipt or cancelled check

White Copy: Principal  
Green Copy: Payroll Clerk  
Yellow Copy: Business Office  
Pink Copy: Teacher  
Goldenrod Copy: Personnel File

## Appendix E – Class Overload Intervention Request

### Teacher Information

Date:

Teacher name:

School:

The class overload situation occurs in:

Grade(s) (elementary) or periods (secondary):

Subject area(s):

Class count (s):

Describe the problem:

Possible solutions to the problem:

Signature: