

**One Year Contract - 7-1-2009 through 6-30-2010**  
**Step increases**

**ARTICLE 6**

**MAINTENANCE OF CLASSROOM CONTROL AND DISCIPLINE**

- A. A definition of responsibilities: A definition of the duties and responsibilities of all licensed employees, administrators, supervisors and other personnel pertaining to student discipline shall be reduced to writing by the Superintendent and presented to each employee at the start of each school year.
- B. Special assistance and disruptive students: It is expected that all employees will make every attempt to handle problems involving students; however, when, in the employee's judgment, the student is, by his/her behavior seriously disrupting the instructional program to the detriment of other students, the employee may exclude the student from the classroom and refer him/her to the principal. In this event, the principal shall confer with the employee and other concerned parties and attempt to arrive at a mutually acceptable solution to the problem.

If the building principal, the employee, the parents and the student together fail to solve the problem, the Superintendent shall be consulted. His/her decision, based on a review of all facts, shall be final.

- C. Any student who poses a threat of imminent harm to a bargaining unit member or other student(s) may be removed from the classroom. The bargaining unit member will have an opportunity to consult with the principal within 24 hours.
- D. School principals will meet with the bargaining unit members at the beginning of each school year to discuss building disciplinary standards and procedures and school district policies relating to threats of violence, assaults, or other dangerous student behaviors.

## ARTICLE 15

### SCHOOL CALENDAR AND SCHOOL WORKYEAR

- A. The school calendar will be established by the District after consulting with employees.
- B. The school work year shall be within the confines of the school calendar and shall not exceed 190 days. There shall not be more than 179 student contact days, 3 inservice days, 4 workdays and 4 holidays (Labor Day, Veteran's Day, Memorial Day and President's Day).
- C. If the last day of school prior to the Christmas vacation falls on December 23<sup>rd</sup> or December 24<sup>th</sup>, dismissal time will be 1:30pm.
- D. For the 1998-99 school year, and for each additional year in the life of this contract, for which the four (4) day student week is continued, there will be 150 student contact days; three (3) employee inservice days; four (4) employee work days; four (4) paid holidays; eight (8) additional four (4) hour Fridays; and four (4) additional 8.5 hour Fridays.
- E. There will be parent/teacher conference time following each first and third nine week grading period, or as determined by staff and administration at the building level, with emphasis directed at maximizing parent participation.
- F. **For purposes of accounting leave: A day will be considered eight (8) hours and a half-day four (4) hours.**

## ARTICLE 18

### PERSONNEL FILES

- A. All official records of licensed personnel employed by the District shall be kept in the District office under an adequate protection at all times. Such records may be inspected only by the individual concerned, the School Board in executive session, the Superintendent, or persons acting for and under the Superintendent's direction, or by others authorized in writing by the Superintendent and/or the individual concerned. **The Superintendent or designee will notify the employee via e-mail, phone or mail if authorization to access the personnel file is requested.**
1. The personnel records so filed shall include, but not necessarily be limited to the following items:
    - a) Annual performance evaluation reports (required state form and District forms, if any);
    - b) Academic transcripts;
    - c) Completed application for employment;
    - d) Medical report information;
    - e) Employment contracts;
    - f) Records of additional academic work and related growth experience bearing on salary adjustments;
    - g) Copies of commendations, complaints and suggestions relative to professional performance;
    - h) Teacher certification information;
    - i) Any replies, comments and explanations the individual wishes to append to such data and reports over his/her signature.
  2. There shall be one (1) official personnel file.
  3. Supervisors may maintain working files to assist them in their supervisory functions.

4. Removal of personnel files for examination by authorized parties is to be done only by an authorized central office staff member.
5. The employee concerned will receive a copy of any non-confidential documents contained therein upon request.
6. Evidence not previously recorded in the employee's personnel file prior to the formal notification of the demotion, discipline, or other involuntary change in employment status shall not be used by the Board as a basis for its action.
7. At least once every year, an employee will have the right to indicate those documents and/or other materials in his/her file which he/she believes to be obsolete or otherwise inappropriate for retention. Said documents will be reviewed by an appropriate member of the administration and if the administrator agrees and if such removal is otherwise legal, they will be destroyed.
8. By appointment, an employee may review his/her personnel file. Said review shall be made in the presence of designated staff in the District's administrative office.

B.

1. No material which is adversely critical to a bargaining unit member's conduct, performance or ability to perform will be placed in his/her personnel file unless the bargaining unit member has had an opportunity to review the material. The bargaining unit member will acknowledge that he/she has had an opportunity to review such material by affixing his/her signature to the copy to be filed, with the express understanding that such signature in no way indicates agreement with the contents thereof. The bargaining unit member will also have the right to submit a written rebuttal to such material which will be attached to the file copy.
2. Records pertaining to disciplinary actions which are reduced or eliminated through the grievance procedure will be amended in, or eliminated from, the personnel file as indicated by the results of the grievance process.

## ARTICLE 19

### PROFESSIONAL COMPENSATION

#### A. Salary Schedules

1. The basic salaries of employees covered by this Agreement shall be set forth in Appendix A. A step increase will be granted to those who are eligible.
2. Appendices B & C are included for extended responsibility and extra pay, respectively.

- B. Effective with this Agreement, employees entering the District shall be given full credit for up to eight (8) years past experience in other districts. Returning PERS retirees are on annual contracts and will be placed at step 8 each year.
- C. For movement on the salary schedule: Hours earned toward advancement on this salary schedule shall be upper division or graduate hours; indistrict credit as approved by the principal, and the superintendent or designee; or, lower division credit that relates to district goals.
- D. Any employee who intends to advance horizontally on the salary schedule must notify the clerk by January ~~15~~ 31 preceding the year in which the advance will occur.
- E. When an employee has earned the right to a higher salary by reason of increased professional training, the change shall be made at the start of the school year. Certificate of earned credits for this purpose shall be by transcript or by certificate of completion and filed in the Superintendent's office by November 1<sup>st</sup>. The district will not accept online grades.
- F. All placements on the salary schedule are based on a BA degree and a legal Oregon Teaching License. For purposes of this schedule, the columns and their degree designation assume that the teaching license was earned at the time of the granting of the degree and that hours granted beyond the degree are also hours beyond the earning qualifications for teaching.

- G. If a regular pay date during the school term falls on a day when school is not in session, employees shall receive pay on the last day of the school session. During the summer period, checks shall be mailed prior to the regular pay date to the designated address of the employee. However, each employee shall have the option of receiving all of his/her summer pay on the last workday that school is in session.
- H. Any balance in the Board's contractual salary, due to an employee not returning to the District, shall be paid on the last workday of the school term unless otherwise provided by the written consent of the teacher.
- I. Each employee shall be paid on the basis of twelve (12) or ten (10) equal payments, whichever the employee should select.

## ARTICLE 21

### INSURANCE

- A. The District shall provide each regular licensed employee and his/her family with insurance benefits. The Association and the District shall pick the insurance carrier and coverages given the constraints in Section B herein. The district and the association will explore comparable coverage in the state pool, without increasing out-of-pocket expense, and within the cap.
- B. The District's contribution towards the total cost of premiums for insurance coverage as provided in this contract shall be:
  - 1. ~~From October 1, 2007 to September 30, 2008, the District's obligation towards the premium cost shall not exceed \$890 per employee per month. From October 1, 2008 to September 2009, the District's obligation toward the premium cost shall not exceed \$940 per employee per month.~~
  - 1. From October 1, 2009 to September 30, 2010, the District's obligation toward the premium cost shall not exceed \$982 per employee per month.
- C. Insurance benefits, as provided, shall be effective for the entire term of the Agreement. In the event that no new Agreement has been realized by

June 30, ~~2009~~ **2010**, the parties stipulate that the benefits provided and the Board's contribution towards the costs of premiums for benefits shall remain in effect at the "status quo" until such time as a successor Agreement is ratified.

- D. The District will provide insurance for repair or replacement of personal items which are used as teaching aids and which are itemized and listed on the District's insurance policy with a \$25.00 deductible. This will be a part of the District's insurance program.
- E. The District maintains the right to determine the method of premium payment for all insurance agreed upon at the most reasonable cost to the District provided that the method chosen does not reduce the insurance benefit to the individual employee.

## ARTICLE 24

### PAID LEAVES OF ABSENCE

- A. Types of Leave: Employees shall be entitled to the following temporary non-cumulative personal leave of absence with full pay each school year:

#### Personal Leave \*

1. Each licensed employee will be granted twenty-four (24) hours non-cumulative personal leave per year. The first sixteen (16) hours of the leave will be at no cost to the employee [seventeen (17) hours during 4-day student week calendar]. The licensed employee will provide a minimum of two (2) days notice, if possible, before taking such leave. The third day of leave will be at the cost to the employee equal to the District's cost of an appropriate substitute. **In the event that the teacher is on approved OFLA/FMLA/ADA/Workers Comp leave, the cost of the 3<sup>rd</sup> day will be borne by the district.** The Board agrees to reimburse employees who do not take the first and second day of leave an amount equal to a substitute teacher's pay for each unused day.

2. *Good Cause:* Other leaves of absence with pay may be granted by the Board for good reason.

#### B. Bereavement

In cases of death in the family or close associate, the employee will be granted twenty-four (24) hours paid bereavement leave. If bereavement is to be used for other than family, it shall be approved by an administrator. Sixteen (16) additional hours for bereavement purposes will be granted, upon request, when long distance in-state or out-of-state travel is required for death in the family.

#### C. Family Illness Leave \*

The district agrees to grant up to twenty-four (24) hours per year family illness leave with pay in the case of an illness in the immediate family. Family illness leave will be granted in circumstances where the employee's attendance is required. Immediate family shall be interpreted to mean spouse, children and parents. Other persons shall be considered as members of the immediate family at the discretion of the Superintendent. Upon request, the teacher shall verify by written statement that his/her use of this leave is in accordance with the above.

#### D. Abnormal Situations

In the event school is closed due to inclement weather and students are not asked to report, teachers shall not be required to report to work nor shall they suffer a loss of pay. The District shall, however, have the right to make up such days without additional compensation.

In situations where an employee cannot report to work because of flood, storm, or other acts of God, he/she will be paid if he/she has made every reasonable effort to anticipate such emergency and to make the necessary arrangements to be available for work. In these cases the employee will notify the District as soon as possible of his/her absence.

#### E. Jury Duty and Court Appearances

1. Employees called to jury duty will be paid their regular salary. Payments received for jury service shall be forwarded to the District Office.



2. Employees under subpoena to testify as a witness before a court, or other bona fide judicial body will be paid their regular salary. Payments received for service as a witness will be forwarded to the District Office.

\*Proration of Leave: Leave marked with an "\*" in this article will be prorated for those employees who by contract or by unpaid leave work less than a full year for the District. This proration will not be retroactive. It will only impact leave available during the shortened contract or at the onset of unpaid leave.

## ARTICLE 26

### PROFESSIONAL & EDUCATIONAL DEVELOPMENT

#### **Tuition Reimbursement**

During the fiscal year (July 1<sup>st</sup> through June 30<sup>th</sup>), 25% of the current licensed staff will be reimbursed up to a maximum of three (3) quarter hours for approved course work. Rate of payment will not exceed the actual tuition at an Oregon state college rate for up to 3 credits. Any non-state college course taken will be paid at the average rate of tuition only of the 6 Oregon state colleges. **All credits must be received and reimbursement applied for in the same fiscal year. Any payment for coursework made between June 1<sup>st</sup> and June 30<sup>th</sup> for summer term will be recognized as being in the new fiscal year.**

Reimbursement will be on a first-come, first served basis, with all applications made no later than May 15<sup>th</sup> of each year. If more than 25% of staff apply for reimbursement in any given year, those not funded under the "first-come, first-served" scenario, will be guaranteed payment the subsequent year, not to exceed 3 credits of payment. By May 15<sup>th</sup> of each year the District & the Association will determine the amount of money left in the tuition reimbursement pool, and, if there are remaining funds, will equitably distribute the remaining money to those employees with approved, but unreimbursed tuition requests.

There will be no additional reimbursement for unpaid credits, unless there are remaining funds and the application for reimbursement has met the guidelines.

The District will reimburse for tuition under the following guidelines:

- 1) Upper division or graduate level coursework required by Teacher Standards & Practices Commission for full Oregon licensure and/or to be considered highly qualified (HQ) under NCLB legislation; Verification required for approval; or
- 2) Coursework taken as part of a master's program in the education field; or
- 3) Upper division and/or graduate level credit that is germane to the teaching assignment and/or in line with school and/or district goals; or
- 4) Upper division or graduate level coursework that is at the discretion of the district and taken for the upgrading of a license (i.e., adding additional endorsements, administrative licensure, etc). or
- 5) The teacher must obtain written approval from the superintendent, assistant superintendent or human resources director, on the district approval form, prior to the start of the any coursework for undergraduate/lower division or graduate credit not met by 1-4 above (i.e., lower division language classes, computer courses, etc)

In addition to the coursework restrictions provided above, the following requirements must be satisfied by the employee before reimbursement will occur:

- 1) The teacher must submit an itemized receipt for the amount of tuition paid.
- 2) The employee must submit a transcript or grade slip indicating a "pass" grade or better. No online grades will be accepted. The transcript may be unofficial.
- 3) The employee must continue to work for the District for the semester following completion of the reimbursed class(es). Layoff situations are exempted from this provision. Staff on leave must return to work before any payment is made.

~~Phase In: Teachers who have completed their nine hours in the 2002-2007 block, and are on schedule for reimbursement for 9 credits will be reimbursed for all 9 credits providing all coursework is completed before the first contract day of the 2007-08 school year, and they have submitted the current Application for Tuition Reimbursement prior to September 10<sup>th</sup>, 2007.~~

~~Any teacher who has completed their block from 2001-2006, and have been paid for any credits, and have "remainder" credits to be reimbursed, will be paid for not more than 3 credits in 2007-08. For teachers whose current five year blocks are 2002-07; 2003-08; 2004-09; 2005-10; and 2006-11 and have completed more than 3 credits and less than 9 credits as of June 30, 2007, will be reimbursed.~~

~~From this point forward all credits must be received and reimbursement applied for in the same fiscal year. There will be no additional reimbursement for unpaid credits, unless there are remaining funds and the application for reimbursement has met the guidelines.~~

~~To facilitate the phase in financially, the district will increase the amount for tuition reimbursement in the 2007-08 budget, by 25%. In the event that this amount will not satisfy all district liability of the phase in, the district will agree to budget an additional 25% in the 2008-09 fiscal year.~~

### **Workshops/Conferences/Professional Events**

The district will set aside \$15,000 for workshops, conferences and/or professional events for teachers. All requests must be approved by the principal and/or site council before being forwarded to the assistant superintendent for final approval. Teachers must select events that are germane to their teaching assignment or are in accordance with school and/or district goals. Licensed staff that do not receive prior approval may attend one event with the district paying no more than \$150.

## **ARTICLE 35**

### **FUNDING OF THE AGREEMENT**

If the District closes its schools because of a lack of funds, no member of the bargaining unit shall be entitled to any wage, salary or fringe benefits provided in this Agreement while the schools are closed. **However, if schools are closed for 7 or less days the district's contribution to employee health insurance benefits will not be altered. If it is necessary to close schools for more than 7 days, the district's monthly contribution will be pro-rated based on the number of days worked in the month. The district will notify the Association before announcing the closure.**