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## **PREAMBLE**

- A. This Agreement is entered into between the Board of Education on behalf of Sheridan School District No. 48J, Sheridan, Yamhill County, Oregon, herein referred to as the “Board” or “District,” and the Mid-Valley Bargaining Council, an affiliate of O.E.A., herein referred to as the “Council.”
- B. The intent of this Agreement is to set forth and record herein the basic and full agreement between the parties on those matters pertaining to wages, hours, and conditions of employment for personnel included in the bargaining unit.

## **ARTICLE 1- RECOGNITION**

- A. The Board recognizes the Council as the exclusive bargaining representative on wages, hours, and conditions of employment for all regular full-time and regular part-time (1/2 time or more) licensed teaching personnel employed by the District.
- B. Supervisors, administrators, confidential employees, substitutes, temporary teachers who are employed for less than the equivalent of one semester, and employees not defined in section A are specifically excluded from the bargaining unit.
- C. The purpose of this Article is to recognize the right of the bargaining agent to represent teachers in the bargaining unit in negotiations with the Board. Granting of recognition is not to be construed as obligating the Board in any way to continue any functions or policies. The Board reserves the right to create, combine or eliminate any positions as, in its judgment, is deemed necessary.
- D. The District shall electronically post the Agreement on the District website and offer printed copies to employees upon request. One paper copy will be provided to the STA President and one paper copy will be kept at the District Office.

## **ARTICLE 2- MANAGEMENT RIGHTS**

- A. Except as otherwise specifically limited by the terms of this Agreement, the District retains all the customary, usual and exclusive rights, decision making prerogatives, functions and authority connected with its responsibility to manage the affairs of the District or any part of it.
- B. Without limitation, but by way of illustration, the exclusive prerogatives, functions and rights of the District shall include the following:
  - 1. To determine the services to be rendered to the patrons of the District.
  - 2. To determine and to follow the District's financial, budgetary and accounting procedures.
  - 3. To direct and supervise all operations, functions and policies of the District.
  - 4. To close or liquidate any District facilities, or relocate, reorganize or combine the work in any District facilities so long as such action is not in violation of the provisions of this Agreement or implemented in an arbitrary, capricious or discriminatory manner.
  - 5. To manage and direct the work force, including but not limited to, the right to hire, promote and retain employees; the right to determine schedules of work; the right to purchase, dispose of and assign equipment or supplies.
  - 6. To determine the need for a reduction or an increase in the work force.
  - 7. To establish, revise and implement standards for hiring, classification, promotion, quality of work, safety, materials and equipment.
  - 8. To implement new and to revise or discard, wholly or in part, old materials, equipment and facilities.
  - 9. To contract or subcontract work as may be determined by the District, provided that as to work which has been previously and regularly performed by employees in the bargaining unit, the District agrees to negotiate with the Council as to the impact of such action on employees in the unit prior to finalizing or implementing new decisions concerning such contracting or subcontracting.
  - 10. To designate and to assign all places to work. To determine the qualifications of new employees, transfers, and promotions.
  - 11. To determine the need for the qualifications of new employees, transfers, and promotions.
  - 12. To determine the need for additional educational courses, training programs, on-the-job training, and cross-training and to assign employees to such duties for such periods to be determined by the District.

### **ARTICLE 3- NONDISCRIMINATION**

- A. The Council and the District affirm their adherence to the principles of free choice and agree that they shall not discriminate against any employee covered by this Agreement because perceived or actual ~~age~~, race, color, religion, sex, sexual orientation, national or ethnic origin, marital status, age, mental or physical disability or perceived disability, pregnancy, familial status, economic status, veterans' status, or because of the perceived or actual race, color, religion, sex, sexual orientation, national or ethnic origin, marital status, age, mental or physical disability or perceived disability, pregnancy, familial status, economic status, or veterans' status of any other persons with whom the individual associates, or membership or non-membership in the Union. All references to employees in this Agreement designate both sexes and when the male gender is used, it shall be construed to include both male and female employees.

## **ARTICLE 4- PAYROLL DEDUCTIONS**

### **A. Association Dues**

#### **1. Dues Deduction Authorization**

Prior to the first dues deduction of the school year, and then for any employee who becomes a member of the Association after the start of the school year, the Association shall notify the District of bargaining unit members who have elected to have dues deducted from their paychecks and shall identify the dues to be deducted from each. The Association shall also notify District when a bargaining unit member should no longer have dues deducted. The District shall enact dues deduction changes on the pay period following a notification.

If a bargaining unit member challenges their dues deduction with the District the District may request a copy of the member's dues authorization from the Association. The Association will provide the document in a timely fashion.

For any new employee who was an Association member at their prior place of employment, District shall backdate dues to their first contract day.

#### **2. Processing OEA/NEA Dues Deductions**

Dues deductions shall be made monthly in an amount equal to one-tenth (1/10) of annual dues, commencing with the month of October and continuing through the July pay period. Deductions for employees who join the Association after the beginning of the school year shall be prorated on a twelve-month proration schedule.

#### **3. Processing Sheridan EA Dues Deductions**

Sheridan Education Association dues shall be deducted from each member's paycheck. In October and November when the Union provides notification to the District.

#### **4. Remittance of Dues Checks**

##### **a. Data to OEA**

Within ten (10) days after each pay period, District shall send the Association an Excel-compatible register of the NEA/OEA/SEA dues, including voluntary Association contributions, deducted from each member's paycheck.

##### **b. Payment to OEA**

Within ten (10) days after each pay period, District shall send to OEA, in a single payment, the combined NEA and OEA dues, including voluntary Association contributions, deducted for the month.

##### **c. Payment to SEA**

SEA dues payments will be deducted and paid separately from OEA/NEA dues and shall be remitted to the SEA Treasurer.

#### **5. Indemnification**

The Association agrees to indemnify, defend, and hold the District harmless from employee or former-employee claims, orders, or judgments against the district concerning the dues deductions procedures outlined in this agreement. The Association's obligations are contingent upon the District: 1) giving the Association at least two-week's notice from the

date they knew or should have known, in writing, of any claim; 2) and fully cooperating with the Association and its designated counsel in the defense of the claim. The Association's obligation does not extend to criminal allegations or actions brought against the District by the Association. In the event the District properly invokes this paragraph, the Association will provide the attorney to defend against the claim. In the event the District wishes to use its own attorney, the District will pay the fees and costs of said attorney.

B. Employee Information

1. Employee List

Each September 15<sup>th</sup>, the District shall provide to the OEA Membership Specialist an Excel-compatible database of each new employee in the bargaining unit (both active members and non-members) that includes the last four digits of their social security number, employee ID, date of birth, first date of service, FTE, classification or title, PERS classification, worksite, position on the salary schedule, residential address, and residential phone number. Whenever a new employee is hired into the bargaining unit, The District shall provide the above information within thirty (30) days of hire.

Each September 15th, the District shall provide to the OEA Membership Specialist an Excel-compatible database of each employee in the bargaining unit (both active members and non-members) that includes the last four digits of their social security number, employee ID, FTE, and worksite. Whenever a new employee is hired into the bargaining unit, the District shall provide the above information within thirty (30) days of hire.

2. Change in Employment Status

The District shall promptly notify the OEA Membership Specialist whenever an employee in the bargaining unit is placed on an unpaid leave of absence, retires, is laid off, resigns, or changes their name.

C. Tax-Sheltered Annuities

1. According to District policy DLB - Salary Deductions, the school board shall annually review the list of TSA providers and approve those from which employees may purchase TSA programs. If a program is dropped from that list, current employee's membership may be "grand fathered"; that employee may then continue to use that TSA company as long as employed by the District. If at least five (5) teachers request, at the time of the annual review, a specific TSA company, it will be considered as a possible addition to the Board approved list. Upon review, the District will distribute the approved list annually to all teachers.

## **ARTICLE 5- TEACHER EVALUATION/ASSISTANCE**

- A. The Board retains the right to develop and administer teacher evaluation procedures in accordance with its previously stated prerogatives. However, the Council will be consulted prior to changing the evaluation procedures. The District shall meet and confer with the Council regarding procedures as required by the Oregon Revised Statutes. The District will comply with ORS 342.850. A professional growth option may be utilized for experienced teachers at the principal's discretion in lieu of the traditional observation/evaluation model.
  - 1. All evaluations shall be conducted by licensed administrators.
  - 2. Walk through observations (less than 10 minutes in length) shall not be used as part of the formal teacher evaluation procedure. Mini observations (at least 10 minutes in length) may be used as part of the formal teacher evaluation procedure. Forms used for evaluation will be shared and discussed with staff before they are used by administration in observations.
  - 3. Walk through observations of less than 10 minutes shall not be housed in the teacher's District personnel file.
- B. If the District does not extend a contract teacher's contract by March 15 of the first year of the contract due to inefficiency, neglect of duty, inadequate performance or failure to meet the Board's expectations for improvement, the District will place the teacher on a program of assistance for improvement.
  - 1. All programs of assistance, including the use of peer assistance, will be developed and implemented according to Oregon law.
  - 2. The program of assistance for improvement shall be for a minimum of eight (8) weeks or forty (40) teacher work days (whichever is longer) in duration. The plan of assistance will be reviewed at that time.
  - 3. The Board encourages the use of peer assistance in conjunction with a program of assistance for improvement.



## **ARTICLE 6-                    ASSIGNMENTS AND TRANSFERS**

- A.      Grade, subject and activity assignments shall be made by the District. Teachers shall be notified in writing of any change in such assignments no later than July 15 prior to the beginning of the new school year. Any change in assignment made by the District after July 15 shall allow the reassigned staff member(s) two (2) full paid days to prepare for such reassignment after July 15 of that given year.
- B.      When making transfers, it is understood that the instructional requirements and best interests of the District and the pupils are of primary importance.
- C.      Any teacher desiring a transfer to another grade, subject and/or activity assignment shall make his request on or before the last day of school in order for it to be considered for the following school year. Applications for transfer must be in writing and renewed annually in order to remain valid. All employee applicants meeting minimum licensure requirements will be granted an interview. The District may choose to interview other in-district candidates who do not meet the minimum licensure requirements.
- D.      Notice of vacancies which occur during the school year will be posted in all school buildings and faculty rooms. Vacancies which occur during the summer months will be posted in the District Office. A copy will be sent to the summer address of each licensed staff member who submits a written request to the District Office on the end of the year check out form. Requests must be submitted annually notifying the District Office of their desire to be considered for another position should one become vacant for which they are licensed.
- E.      Bargaining unit members will be granted a courtesy interview for any administrative opening within the District for which the bargaining unit member is qualified. The qualifications, hiring procedures and hiring decisions, however, are not governed by this Agreement and are not subject to the grievance procedures.

## **ARTICLE 7- LAYOFF (RIF) AND RECALL**

### **A. Layoffs**

1. The District shall determine when layoff is necessary and which programs will be affected; however, the District agrees that such layoffs shall be implemented in accordance with the following procedures.
2. The District will provide a layoff list and as much notice as is practicable once the Board determines that a layoff is necessary.
3. Layoffs shall be made by seniority and in accordance with the provisions of ORS 342.934, except for definitions of terms that are allowable under statutes. Appeals from decisions on layoffs or recalls of staff members shall be by arbitration as set forth in paragraph E of this Article, but subject to the provisions of ORS 342.934(7).
4. If the District wishes to retain a teacher with less seniority than a teacher to be laid off, the District must show that the teacher to be retained has more competence than the more senior teacher. Competence shall be defined as:
  - Having a valid license for the position
  - Demonstrated ability to teach: The District may consider evaluations for the prior seven (7) years as demonstrated ability to teach
  - Not being in the process of termination or dismissal
  - Not having failed to meet the expectations of a program of improvement at its conclusion.

The District may consider evaluations for the prior seven (7) years as demonstrated ability to teach.

If the District determines that the most senior, properly licensed teacher will not be retained for a position based on competence considerations, the District shall consider the willingness of the teacher to pursue additional training and educational preparation sufficient to make the teacher competent for this position.

Any credits that may be required would be subject to the tuition reimbursement formula (Article 12).

### **B. Recall Procedure**

1. Employees shall be recalled to positions they are qualified to fill when an opening occurs.
2. Recall shall be by inverse order and according to the same criteria as used in conducting the layoff.
3. Notice of recall shall be sent via certified mail to the last address given to the Personnel Office by the teacher. A teacher shall have fourteen (14) calendar days from the date the notice of recall was mailed to notify the District of his intent to return. The employee must report on the starting date specified by the District, provided the reporting date is at least twenty-four (24) calendar days from the date the notice of recall was mailed. Failure to notify the District of intent to return or to return to work within the time limits shall be considered the resignation of said employee.
4. Employees who are laid off from the District shall be eligible for recall as outlined above for a period of twenty-seven (27) months after the effective date of their layoff unless they:
  - a. Resign. In such event a written resignation shall be sent to the District.
  - b. Fail to return when recalled as described above.

5. Employees who are subject to a layoff after twenty (20) continuous years of service to the Sheridan School District shall be eligible for recall for thirty-six (36) months after the effective date of their layoff.

C. Layoff Benefits

1. Subject to the group employee insurance carrier, the District shall extend coverage under its medical program, for the balance of the layoff to contract and probationary employees who are laid off. The District will pay the cost of such medical premiums during the first three (3) months following layoff and such coverage may be continued by the employee for the balance of the layoff provided the employee pays the premium. Employees who accept other employment shall not be eligible for the extension of group insurance coverage, except as provided under COBRA guidelines.
2. All benefits to which an employee was entitled at the time of his/her layoff will be restored upon his/her return to active employment and the employee will be placed on the proper step of the salary schedule for the employee's current position according to the employee's experience and education.
3. Time that an employee spends on the layoff list does not count toward movement on the salary schedule nor toward accrual of benefits. But in the situation where an employee works at least 135 student contact days in a year he/she will receive credit for vertical movement on the salary schedule.

D. School Closure

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

E. Review Process

1. The application of this Article may be reviewed through the grievance procedure contained elsewhere in this Agreement.

## **ARTICLE 8-            CALENDAR**

- A.     It is recognized that the Board has the right to set the annual school calendar. Prior to Board approval and adoption of the calendar, a proposed calendar, if reasonably practicable, will be referred to the teachers for input.
- B.     A copy of the adopted calendar will be provided with the teacher's contract or letter of intent each spring and a copy included with the teacher's handbook each fall.
- C.     In accordance with contract provisions, the District shall adopt a school calendar which represents no less than the minimum standards specified in the Oregon Administrative Rules relating to instructional hours. Existing schedules which meet or exceed state minimums shall not be affected. The Council shall be consulted prior to implementation of changes in the instructional hours.

## **ARTICLE 9- WORKING CONDITIONS**

- A. Normal building hours for teachers shall be eight (8) hours per day. Included in the building hours is a thirty (30) minute continuous, duty-free lunch period, during which the teacher may leave the building. The starting times and dismissal times, which may vary from school to school, shall be determined by the Board.
- B. In addition to normal building hours, the following shall apply:
1. Teachers shall spend time outside of building hours to the extent necessary for adequate preparation of instruction, pupil and parent consultations. Administrators will provide an estimated amount of additional time expected to be needed to complete professional development activities.
  2. The administration will consult with staff members in an effort to schedule staff meetings during the regular workday. All effort shall be made to allow at least one week's notice.
- C. Teachers shall adhere to the daily schedule and shall make no commitments which preclude their being present in their assigned responsibilities. Request for exceptions must be submitted to the principal, and his/her approval granted, prior to the anticipated teacher absence and/or late arrival or early leaving. Teachers shall not leave the buildings to which they are assigned during class or preparation periods without the consent of the building principal.
- D. The contract for returning teachers shall be 190 days. Within the 190-day teacher contract year, there will be five (5) paid holidays (Labor Day, Veteran's Day, Thanksgiving Day, Martin Luther King Day, Memorial Day). Teachers new to the District shall have 191-day contracts, with the extra day being devoted to orientation. New teachers will have the same holidays as returning teachers.
- E. Within the normal student contact day, there shall be provided 45 continuous minutes, or the time equivalent to a normal class period, for preparation time during which the teacher shall not be assigned any other duties.
- If a particular school adopts a class schedule with class periods in excess of 45 minutes and the teacher preparation period is embedded within the schedule, then the administrator may assign curriculum development work for the excess time.
- F. Within the 190 day contract year there shall be provided:
- A four day fall inservice with a minimum of 1.5 days free of meetings or other scheduled activities.
  - One day at the end of each progress and grading period.
  - One and one half work days for classroom closure at the end of the year. The statewide October inservice day will be a non-contract, non-school day.
  - If progress reports/conferences are required, building administrators will attempt to arrange time in the schedule for teachers to complete them.
- G. Each teacher may review and make suggestions concerning the building administrator performance each year. All reviews shall be presented to the Superintendent for review. The teachers realize that the duty of evaluation rests with the Board, which shall receive a report from the Superintendent.
- H. Extended contracts will be paid as follows on the basis of that position's salary, divided by 190 contract days. Student contact positions shall be based on employees' hourly rate. Student non-contact positions shall be paid by the state formula for substitute teachers of more than 10 days (1/190 of the base salary). The employees' hourly rate shall be based on an eight (8) hour day.
- I. The parties agree to form a joint committee composed of six members with three (3) appointed by the Council and three (3) appointed by the District. During each year of the Agreement, the District will report to the committee and provide it with information regarding the various class sizes in the District, including special needs students, the number of preparations provided, the implementation of the Elementary and Secondary Education Act (No Child Life Behind Act) legislation and its impact

on the District, and other relevant and reasonably available data. It is intended that the District's report will occur on or about October 1 and on or about February 1 of each year. The joint committee will be charged with the responsibility to identify and examine problem areas. It is intended that suggested solutions to the identified problems would be recommended to the Board of Directors by the joint committee.

- J. Superintendent's Advisory Council: The Advisory Council for the Superintendent of Schools has been organized on the premise that the multiple responsibilities of the Superintendent and the best interest of the entire Sheridan School system can be better served by establishing a means which will permit the best thinking of all staff members. A more direct and meaningful line of communication can be developed through this Council on problems or conditions which exist in the classrooms. The Council does and should provide for a two-way flow of information and effective action resulting from group thinking.

Members of this Council act strictly in an advisory capacity. Their objective is to gather ideas, to present reactions of personnel, to express opinions, to interpret school policy to other staff members in the light of detailed information they receive through the discussions in the monthly Council meetings. The Council provides for a frank and honest exchange of facts and opinions between the Superintendent and staff representatives. Minutes of these monthly meetings will be sent to the Board.

In addition to the Superintendent and the local Council President, one (1) classroom teacher from each building shall be selected by the Council to serve for a two-year term.

- K. District employees may use the district's technology to learn, practice and enhance technology skills to be used in their teaching assignments. This use shall not otherwise interfere with assigned duties, waste or endanger (misuse) district resources or violate any district standard, implied or stated. District employees are not permitted to conduct or run any private or commercial enterprise on district equipment. Staff who violate general system user prohibitions shall be subject to discipline up to and including dismissal in accordance with Board policy, negotiated agreements and applicable provisions of law.
- L. The District shall provide a safe and healthy working environment. Unit members will be informed immediately upon district knowledge when they are potentially exposed to contagious diseases or environment hazards as prescribed by law and delineated by policy. They shall be instructed as to prevention and protection from the disease, illness, or hazards. If the administration in conjunction with law enforcement deems that a credible threat of violence against the school, staff, students, or themselves, school administrators will notify building staff of the threat before the start of the normal school day. If the threat occurs during the normal school day administration will notify staff as soon as it can, which may include during instructional time, to ensure staff can keep students, staff, and the overall building safe from such threat.
- M. Licensed staff shall be informed prior to being assigned student(s) who are reentering the general education classroom immediately from a more restrictive environment and that could present a safety problem to the students or staff. Licensed staff shall be provided with specific information about the known behavior pattern(s) of the student(s) and suggested strategies and trainings for managing those behaviors.
- N. The District agrees to reimburse employees for personal insurance deductible amount up to \$300 or a maximum of \$300 to be applied to the loss or damage if not insured when personal property is lost or damaged as result of theft, accident, or vandalism and when all reasonable precautions have been taken by employee to safeguard against loss or damage. This provision does not apply to automobile accidents or to accidents for which the owner of the item is the responsible party.
  - 1. The District shall promote reasonable rules and regulations outlining the procedures and documentation needed for payment of a reimbursable claim. Those rules shall be governed by the following provisions:

- a. Employee must report the theft, accident, or vandalism to the appropriate police officials within seventy-two (72) hours of knowledge of the incident.
  - b. Employee must complete a statement for district records explaining the circumstances surrounding theft, accident, or vandalism.
2. Repair or replacement costs shall be based on the most current and available rates and/or prices.
- O. Special Education licensed employees may request release time and/or curriculum rate to complete assigned caseload paperwork of up to four (4) days release time; or up to 24 hours curriculum rate; or a combination of the above two (2) options provided the combination does not exceed the cost of 24 hours curriculum rate. Special education licensed employees shall be granted flexibility in determining what days and hours will be used for the completion of caseload paperwork with approval from supervisor.
- P. Classroom Management
  1. Building administrators will meet with staff semi-annually to review discipline policies and guidelines. Teachers may remove student with disciplinary problems from the classroom and refer them to the building administrators who will determine the appropriate action.
  2. If the teacher communicates to the administrator a desire to confer before the student is returned to the classroom, then the administrator shall make an effort to do so. If a conference cannot be held prior to the student being returned to class a phone call or face to face conversation will occur between the teacher(s) and administrator acknowledging the student's return to class. The administrator will attempt to have the conference within three (3) school days of the student's return.
  3. In the event that the student conduct results in a threat assessment being conducted for the student, the teacher(s) shall make an effort to attend the treat assessment, without additional compensation and the teacher will be given the support plan developed by the threat assessment team. All teachers of the student must be notified of the threat assessment meeting prior to the meeting.
  4. Training in de-escalation strategies and techniques shall be provided by the district to all interested licensed employees in an effort to improve staff-student relationships in regard to safety. Building administrators will provide restraint training to staff when a student endangers others.

## **ARTICLE 10 - CURRICULUM DEVELOPMENT**

- A. The District will determine when and if curriculum work is to be done. If it is outside the normal work day or outside the teacher's contract year, participation shall be voluntary and be paid as per Article 9(H), unless a particular grant specifies a higher daily rate of pay.
- B. The building principal shall recommend personnel to be involved in curriculum development with the final selection determined by the superintendent. First consideration shall be given to those qualified staff members involved in the curriculum areas to be considered.



## ARTICLE 11- COMPENSATION

- A. Salary and extra duty schedules for 2019-2020 and 2020-2021 are included as Appendices A and B and C and D.

1. Appendix A – Extra Duty schedule.  
Appendix B – index.  
Appendix C – reflects the index with the previous base salary increased by 2.6% for 2019-2020.  
Appendix D – reflects the index with the previous base salary increased by 3% for 2020-2021.
2. This Agreement is entered into and based upon assumptions about the amount of revenue to be received by the District in the 2019-2021 biennium and is based upon a statewide \$9 billion education budget.

If this budget amount is reversed by referenda or action of the executive branch, or if there is any other unexpected and substantial revenue shortfall that affects the District's ability to fund the economic provisions of this Agreement, either party may elect to reopen this Agreement for further negotiations. If this Agreement is reopened, notice will be given in writing and bargaining will begin within no more than fourteen (14) days. Negotiations for this reopening shall be conducted pursuant to ORS 243.698, but the negotiations period will be limited to ninety (90) days unless the parties mutually agree to a longer period of negotiations

- B. Movement of the salary schedule by current employees

1. If a teacher completed the necessary credits for advancement to a higher educational level of the salary schedule, an adjustment in placement on the schedule, to be effective in the subsequent school year, will be made only if the teacher notifies the Superintendent prior to September 15<sup>th</sup> with proper verification, including temporary verification as outlined in Section B.4 below, as required by the District.
2. When moving from one column to another, those employees at the maximum level of the previous column shall be allowed one vertical increment in the new column, unless otherwise limited by the term of this Agreement.
3. For course work to count toward horizontal movement across the salary schedule, the course work must:
  - a. Be graduate courses related to the teacher's current teaching position or licensure or, when approved in advance, undergraduate credits which are part of an additional endorsement program and/or are related to the teacher's current teaching position.
  - b. Have been successfully completed as evidenced by a Pass or a grade of C or better.
4. Temporary verification of successful completion of the course work will be accepted by the District when a professor/instructor supplies a written statement indicating the grade to be received. Proper verification shall be an official transcript sent by the institution to the District.

- C. Initial Placement on the salary schedule for new employees

1. Horizontal Placement

New teachers will be granted credit on the salary schedule for course work as follows:

- a. Course work must be graduate courses related to the teaching position that the teacher was hired to fill and earned after the degree or preparation which led to the initial licensure required for employment.

- b. Undergraduate credits which are part of an additional endorsement program and are not courses which are general education and/or part of a program that led to initial licensure.

2. Vertical Placement

Vertical placement on the salary schedule will be based on one step for each verified year of teaching experience in state or federally accredited school(s).

- D. Teachers assigned to different buildings for teaching assignments shall be reimbursed for mileage at the District rate.
- E. At the express direction or assignment of the District and with teacher acceptance of assignment, teachers providing instruction to students outside normal working hours shall be paid, in addition to their regular salary, an amount equal to their regular salary times the fraction of the workday which is required of them outside the regular working day. This will not include extended contracts, zero/eighth periods, driver's training, or other nonclassroom instruction.
- F. The District will provide a running total of unused sick leave during the course of the year, and at least once each year will give each teacher an account of accumulated sick leave available to them.
- G. The District agrees to pay the employee's required contribution in accordance with ORS 238.200; and shall "pickup," assume and pay six percent (6%) employee contribution to the Public Employee Retirement Fund for the employee members then participating in the Public Employee Retirement System. Such "pickup" or payment of employee member monthly contributions to the system shall continue for the remainder of this Agreement.

The full amount of required employee contributions "picked up" or paid by the District on behalf of employees pursuant to this Agreement shall be considered as "salary" within the meaning of ORS 238.005(2) for the purposes of computing an employee member's "final average salary" within the meaning of ORS 238.005(8) but shall not be considered as "salary" for the purposes of determining the amount of employee contributions required to be contributed pursuant to ORS 238.200. Such "picked-up" or paid employee contributions shall be credited to employee accounts pursuant to ORS 238.200(2) and shall be considered to be employee contributions for the purposes of ORS Chapters 238 and 238A.

- H. Payroll checks for employees' payable during summer vacation shall be issued to employees on or about the 25<sup>th</sup> day of June, July and August.
- I. Prep Time Compensation
  - 1. The Sheridan Education Association and the District agree that, due to a desire to compensate employees for loss of a full prep period or combined classes due to covering the class or another teacher who is unavailable, certified staff will be compensated at the rate of \$40 per occurrence.

## ARTICLE 12- TUITION REIMBURSEMENT

- A. The District will provide a sum of \$17,500.00 per year for tuition reimbursement and set the maximum amount to be paid per credit at \$280.00. A maximum of eight (8) quarter credit hours may be taken during the school year by each teacher, to the extent that funds are available in the annual District contribution. Any semester credit hours will be converted to quarter hours for purposes of computation.

In order to be eligible for reimbursement, courses shall be graduate level or undergraduate level with prior approval from the Superintendent, and successfully completed with passing grades. Staff new to the District do not qualify for reimbursement until the first college term following employment

Requests for reimbursement for classes not related to a staff member's current assignment must have prior approval of the Superintendent.

The District reserves the right to exceed this total at its discretion, and the exercise of such discretion shall not be subject to the Grievance Procedure.

The Superintendent will consider applications using the following criteria:

- a. First preference - District Requirements or Request
  - b. Second preference - State Certification
  - c. Third preference - Improve Educationally Relative to Specific Area of Assignment
- B. Regular part-time teachers shall have their tuition reimbursement prorated in accordance to their work schedule.
- C. The District will not provide tuition reimbursement for classes which are covered by other sources, such as scholarships, grants, etc.
- D. The District will provide a tuition reimbursement form outlining procedures for application by the teacher. An official grade slip and receipt of payment shall be attached to the form.
- E. Teachers not returning to the District in September will not receive reimbursement for courses taken during the previous summer.
- F. Courses required in writing by the District shall be paid in full outside the monies budgeted for this fund.
- G. To receive District reimbursement, credits must be turned in by September 15th, January 15th, April 15th, and June 30th. No credits will be reimbursed that are received after June 30th.
- H. The district will also allow for reimbursement of the current TSPC fees incurred during the process of receiving any endorsement at district request.

## **ARTICLE 13- PERSONNEL FILES**

- A. Subject to Section C. of this Article and except as required by law, the official files for all teachers are confidential and shall be kept in the District office.
- B. A teacher may make a written statement relating to any evaluation, reprimand, charge, action or any matter placed in the teacher's personnel file and such teacher's statement shall be placed in the personnel file. A copy of such letter shall be provided the immediate supervisor by the teacher. A copy of any item of an evaluative or disciplinary nature that is to be put into the personnel file shall be given to the teacher. The District will have the teacher sign the file copy to verify receipt of a copy. If the teacher refuses to sign, a copy of the document placed in the file shall be mailed via certified mail, restricted delivery, return receipt requested, to the teacher's last known address.
- C. The personnel file shall be open for inspection by the teacher but shall be open only to such other persons as are officially designated by the District School Board, or by the teacher, in accordance with such rules as the District School Board shall adopt. When a teacher's representative is authorized by the teacher in writing to review the personnel file, said staff member need not be in attendance. A teacher may request the Superintendent to mark as "stale" any documents that have remained in the personnel file for a minimum of three (3) years. If the Superintendent grants the request, the document(s) will not be used in any subsequent in-district disciplinary action. Teachers may make a request only once a year. The decision of the Superintendent is final and binding and not subject to the complaint or grievance procedure. If an outside source requests a personnel file in which "stale" items exist, at the teacher's request, the District may supply a statement that verifies that there have been no ongoing problems with the particular incident.
- D. Subject to the requirements of law, items mutually agreed upon by the principal, Superintendent, and teacher may be removed.
- E. A teacher may appeal to the District School Board for removal of any item from his/her personnel file. The provisions of this paragraph may only be grieved to the District School Board whose decision shall be final and binding upon the parties. And, it is agreed that the Employment Relations Board or arbitrator shall have no jurisdiction over any matter covered by this paragraph.

## **ARTICLE 14- COUNCIL COMMUNICATIONS/FACILITIES**

- A. Inter-school mail facilities may be used for distribution of Council communications so long as such communications are labeled as Council materials and contain the name of the authorizing Council official.
- B. Council materials may be distributed to the teachers within the immediate building at any time with the proviso that this does not interfere with teaching responsibilities.
- C. Council members may make brief announcements at faculty meetings if time permits.

## **ARTICLE 15- PAID LEAVE SICK LEAVE**

### **Definitions:**

Family shall be defined as teacher's (or spouse/partner) mother, father, spouse, child, brother, sister, grandparents, grandchildren, mother-in-law, father-in-law, brother-in-law, sister-in-law and anyone who lives in the household.

- A. "Sick leave" means absence from duty because of a licensed member of the bargaining agreement or family member's illness or injury.
- B. In accordance with ORS 332.507, the District shall allow each teacher 10 days of sick leave at full pay for each school year. Sick leave not taken during a given year shall be cumulative with an unlimited number of days.
- C. When a teacher will be absent, due to personal illness or injury, s/he shall give notice to the principal. If the absence is for consecutive days, the principal shall be notified of the probable date of return. The Superintendent may require a physician's written verification when sick leave exceeds five (5) consecutive workdays.
- D. A teacher returning from any illness, whether or not sick leave benefits have been paid, may be required to submit to a medical examination at the expense of the District or furnish a medical doctor's certificate of good health prior to returning to work in order to safeguard the health of students and other employees.
- E. If, at the beginning of a school year, a teacher, previously employed for at least one year, is ill and unable to resume his teaching duties, and such teacher has unused accumulated sick leave days at the end of the prior school year, s/he will be allowed to use such previously-accumulated sick leave days while s/he remains ill and unable to work. Such teacher shall not be credited with additional sick leave days until s/he has returned full time to his teaching duties.
- F. Upon termination of employment, all accumulated sick leave benefits shall be eligible for transfer in accordance with ORS 332.507.
- G. A voluntary sick leave transfer can be established for employees.
  - 1. Members of the bargaining unit may voluntarily donate a maximum of eight (8) hours of sick leave to another member of the bargaining unit in a contract year. For each year of the contract, there shall be a maximum of 320 hours of sick leave which may be transferred.
  - 2. The recipient of donated sick leave must have used all of his/her accumulated sick leave and may not be drawing Workman's Compensation at the time of transfer.
  - 3. Hours accumulated in the former sick leave bank prior to the 2001 - 2002 school year will remain in a district bank to be used at the District's discretion for licensed staff. Accumulated hours cannot be used:
    - a. until the exhaustion of voluntary sick leave transfer hours.
    - b. unless the member has experienced a life-threatening or debilitating physical illness or injury that has prevented him/her from performing his/her job requirements for more than 10 days and a doctor has certified in writing this illness or injury.
    - c. STA Executive Council will be notified at the beginning of each school year as to the number of hours in said pool.
- H. Any employee obtaining sick leave benefits by fraud, deceit, or falsified statement shall be subject to discipline up to and including dismissal.

## **EXTREME ILLNESS LEAVE**

- A. Leave with full pay shall be allowed up to a maximum of three days, noncumulative, (during any school year), for extreme illness in the family requiring the teacher's attention. Additional days may be considered and approved by the Superintendent. Days exceeding the maximum without approval of the Superintendent shall be deducted from the employee's salary at 1/190th of annual salary, or one day's salary.

## **BEREAVEMENT LEAVE**

- A. Up to five days' leave with pay may be authorized by the District in event of death of any member of the family, other relative living in the same household or other person approved by the Superintendent.

Additional days may be considered and approved by the Superintendent.

## **PROFESSIONAL LEAVE**

- A. Leave with or without pay may be granted by the District for attending educational conferences or for other purposes related to the teacher's assignments, when prior approval is received from the Superintendent or his designee.
- B. If attendance is required by the District on a contract day, it shall be with full pay and reimbursement for such expenses as have received prior approval from the Superintendent or his designee.

## **JURY DUTY LEAVE**

- A. An employee shall be granted leave with pay for service upon a jury; provided, however, that the compensation paid to such employee for the period of leave shall be reduced by the amount of compensation received by the employee for such jury duty, excepting that amount received for expenses. Upon being excused from jury service during any day, an employee shall immediately return to complete his assignment for the remainder of his workday.

## **WITNESS/APPEARANCE LEAVE**

- A. Leave with pay shall be granted for an appearance before court, legislative committee, judicial body as a witness in response to a subpoena or other directive by proper authority in all matters other than those in which the teacher is a plaintiff or a defendant, except when the appearance is employment related; provided, however, that the compensation paid to such employee shall be reduced by an equal amount to any compensation the employee receives as witness fees, excepting that amount received for expenses. (This provision does not apply in cases where the Council or the teacher is a complainant against the District.)

## **EMERGENCY LEAVE**

- A. The District may grant emergency leave upon receiving a written request from the teacher following such absence. A maximum of one (1) day will be granted for emergencies of a serious nature beyond the teacher's control which must be taken care of during regular working hours. The teacher shall seek advance approval if the circumstances permit. This leave is noncumulative.
- B. In requesting emergency leave the applicant will state in writing the general nature of the emergency and indicate why it couldn't be taken care of outside regular school hours. The written application shall be reviewed by the Superintendent, or his designee, who will provide a written response. If not in agreement with the Superintendent's decision, the teacher may request in writing that the Board review the request.

## **PERSONAL LEAVE**

- A. Three (3) days of paid personal leave per year, noncumulative, will be allowed each teacher. Notice to the teacher's principal or other immediate superior for personal leave (except in cases of emergency) shall be made at least 24 hours before taking such leave. Said notice shall not state the reason for taking such leave other than that it is being taken under this Article.

Such leave may be claimed in increments of not less than one-half (1/2) of the normal school day. Employees working one-half (1/2) time or more, but less than full time shall receive one day of such leave.

Unused days will be purchased back by the District at the rate of \$100.00 per day.

## **ARTICLE 16- UNPAID LEAVE**

### **PARENTAL LEAVE**

- A. The District may allow leave of absence without pay for reasons of adoption or maternity.

### **MILITARY LEAVE**

- A. Military leave shall be allowed in accordance with federal and state laws relating to such leave.

### **OTHER LEAVE**

- A. The District may grant leaves of absence without pay or employee benefits, not to exceed one year, when in the District's judgment such leave would not seriously hamper the District operation. Partially unpaid time (with the substitute's salary deducted) will not be granted by the District.
- B. A written request for such leave will be reviewed by District with a written reply submitted to the teacher.

### **COORDINATION OF LEAVE**

- A. This agreement is not intended to add to nor reduce an employee's right to leave(s) pursuant to state and/or federal law.

## **ARTICLE 17- TEACHERS RIGHTS/JUST CAUSE**

- A. No teacher shall be disciplined, reprimanded verbally or in writing, without just cause.
1. Reprimands shall be made privately and not in the presence of students, parents, teachers, or members of the community.
  2. The provisions of Section A may only be grieved to the District School Board whose decision shall be final and binding upon the parties.
- B. This Article shall not apply to:
1. the nonrenewal or dismissal of probationary teachers or,
  2. to the nonextension or dismissal of contract teachers;
- such cases shall be governed solely and exclusively by the provisions of ORS 342.805, et seq.; such cases are not covered by the provisions of this collective bargaining agreement.
- C. All teachers new to the District will serve a three (3) year probationary period.
- D. Whenever a teacher is directed to meet with an administrator or other representative of the District regarding a matter which could result in:
1. disciplinary action,
  2. dismissal,
  3. nonrenewal,
  4. layoff,
  5. or nonextension of contract,
- ...the teacher shall be given a minimum of one day's prior written notice of the reason for such meeting and of the right to have a representative of the Council or legal counsel present during the meeting.
- E. If during a meeting with a parent or community member it appears to the teacher that complaints are being made that could result in the discipline of the teacher, that teacher has the right to ask for a witness to be present before continuing the meeting. The provisions of this paragraph may only be grieved to the District School Board whose decision shall be final and binding upon the parties.
- F. The personal life of a member is not a concern of the District unless it can be reasonably shown to have a negative effect on the performance of the duties and responsibilities to which the member is assigned.
- G. The teacher shall maintain the right and responsibility to determine grades and other evaluations of students and will be part of a team that evaluates students who have not met grade level requirements. The District shall consult with the teacher about any grade that the District decides to change. The District shall accept full legal responsibility for any such change.



**ARTICLE 18-                EXISTING CONDITIONS**

- A.        Only such existing and future work rules and benefits as are specifically covered by the terms of this Agreement shall be affected by recognition of the Council and execution of this Agreement.

**ARTICLE 19-                FUNDING**

- A.        Both parties recognize that revenue needed to fund the compensation provided by this Agreement must be approved through the established budget procedures and in certain circumstances by vote of the citizens, and thus, agree to make every effort to reach future Agreements prior to final approval of the Proposed Budget.

## **ARTICLE 20- INSURANCE**

### **A. District Contribution:**

1. During the 2019-2020 school year, the District shall contribute a maximum of \$1275.00 per month per employee toward District-sponsored full family medical, vision and dental insurance premiums. Any premium costs above this maximum amount shall be paid by the members via payroll deduction using a flexible spending account (IRS 125 plan).

2. During the 2020-2021 school year, the District shall contribute a maximum of \$1340.00 per month per employee toward District-sponsored full family medical, vision and dental insurance premiums. Any premium costs above this maximum amount shall be paid by the members via payroll deduction using a flexible spending account (IRS 125 plan).

### **B. Any change of plan(s) or carrier(s) shall be made by a committee of Sheridan School District teachers selected by the Sheridan Teachers' Association. The medical plans offered shall be provided within the limitations of a single carrier. Employees working one-half time or more, but less than full time shall receive prorated insurance benefits based on the composite unit rate. Employees working less than one-half time are not entitled to insurance benefits.**

### **C. All insurance coverages begin October 1<sup>st</sup> and are paid through September 30<sup>th</sup>, the anniversary dates. Employees leaving the District prior to the end of the school year shall have their insurance coverage cease at the end of the month following their departure. Part-time employees shall have the District's portion of the premium prorated. The benefit programs identified herein shall be provided only in accordance with the underwriting rules and regulations set forth by the carriers in the policies obtained by the policyholder.**

### **D. A teacher who leaves District employment may voluntarily notify the District when the teacher obtains a new job and is eligible for insurance coverage with a new employer. Following the teacher's notice, the District's obligation towards premium payments as provided herein shall cease on the first day coverage is provided by the new employer.**

### **E. Insurance coverages for domestic partners will be subject to the same limitations and conditions applicable to other employees. "Domestic partners" of an employee are eligible for coverage under the district insurance plans, if they meet the following criteria:**

Share a close personal relationship and are responsible for each other's common welfare;

Are each other's sole domestic partner for a minimum of 12 months prior to the enrollment date;

Are not married to anyone nor have had another domestic partner enrolled in the health plan within the prior 12 months;

Share the same regular and permanent residence, with the current intent to continue doing so indefinitely.

### **F. Sheridan School District agrees that teachers eligible for medical/dental/vision benefits may choose to opt out of the group insurance program by notifying the District, in writing, of his/her desire to opt out, and by providing proof that the individual is covered by other medical insurance coverage.**

Members who opt out of the group insurance will receive 50% of current monthly contribution minus any OEBB sure charge, up to \$100, toward a HRA for allowable medical costs. Upon terminating employment member will have ability to spend down funds that have been placed in an account for qualifying expenditures until all funds have been expended. Upon death HRA funds will transfer to beneficiaries as per rules of HRA plan.

Sheridan School District agrees that teachers who participate in the Evergreen Plan with a combination of HSA will be given full current insurance contribution toward insurance plan with health savings account.

The number of teachers allowed to opt out shall be determined by the limits established in the medical plans to maintain group participation.

The opting out process must be completed prior to September 7<sup>th</sup> of each year.

**ARTICLE 21- RETIREMENT**

- A. Retired employees will be given the option to purchase insurance through the District carrier

**ARTICLE 22- SAVINGS CLAUSE**

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

## **ARTICLE 23- GRIEVANCE PROCEDURES**

### **Section I Definitions**

- A. “Grievance” shall mean a complaint by the Council, an employee, or a group of employees that there has been to him/her or them a violation or inequitable application of any provision of the Agreement or Board Policy.
- B. “Grievant” is the Council, person, or persons who has/have the grievance and is/are presenting the complaint, also referred to as the complainant.
- C. “Party in interest” is either the person or persons making the complaint or the person or persons against whom the complaint is made.
- D. “Consultant” is the one who advises either party in interest.
- E. “Representative” is the one who may speak for and/or advise a party in interest.
- F. “Immediate supervisor” is the one who has direct administrative or supervisory responsibilities over the grievant in the areas of grievance as stated in School Board policy.
- G. “Days” when used in this Article shall, except where otherwise indicated, mean working days.
- H. “Persons officially involved” means the Superintendent, his/her representative and/or consultant and witnesses, the grievant, his/her representative and/or consultants, and witnesses.
- I. “Council” means the organization representing the licensed personnel which has been selected by a majority vote of the respective employees.

### **Section II General Provisions**

- A. 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. Time limits will not be extended except by mutual written agreement of the parties involved at any level of the procedures.
- B. 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. However, the Council and the District both recognize the desirability of not processing grievances that do not require prompt resolution during the summer recess period. Accordingly, at the written request of either party, a grievance shall be held over until the following school year unless the other party submits a memorandum stating reasons why the grievance shall not be continued to the following school year.
- C. All parties in interest have a right to consultants or representatives of their own choosing at each level of these grievance procedures. Every effort should be made to resolve differences through informal activities before formal procedures are used.
- D. Failure at any level of this procedure by the grievant 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 decision in writing on a grievance within the specified time limits shall permit the grievant to proceed to the next level.
- E. All documents, communications and records of a grievance shall be written and will be filed in the School District Office separately from the personnel files. All documents, communications and records of a grievance shall be made available to all parties involved.
- F. Forms for processing grievances shall be prepared by the Superintendent or his/her designated representative in cooperation with the Council and will be printed and given appropriate distribution by the parties so as to facilitate operation of the grievance procedure.
- G. 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 principal/supervisor of the building being visited and will state the purpose of the visit immediately upon arrival.

- H. Every effort will be made by all parties to avoid the unnecessary involvement of students in the grievance procedure.
- I. Every effort will be made by all parties to avoid interruption of classroom and/or any other school-sponsored activities.
- J. All parties in interest will process grievances after the regular workday or at other times which do not interfere with assigned duties.
- K. Each grievance shall have to be initiated within twenty-one (21) days after the occurrence of the cause for the complaint; however, if the grievant did not become aware of the occurrence until a later date, then the grievant must initiate action within twenty-one (21) days following first knowledge or when the grievant should have known of the cause. The employee shall be considered to have no reasonable grievance in any event if the complaint has not been filed within one hundred twenty (120) days from the date of occurrence of the facts which give rise to the grievance. The employee may petition the superintendent to waive the 120 days requirement.
- L. The timelines contained in this grievance procedure shall be strictly enforced. In the event the grievant does not comply precisely with the stated timelines, the grievance shall be considered terminated
- M. There shall be no restraint, interference, discrimination, or reprisal exerted on any employee choosing to use these procedures for resolution of a grievance.

### Section III Grievance Steps

Before the grievance is handled on a formal basis the grievant will discuss the grievance with the principal and/or Superintendent, either individually or accompanied by a representative, with the objective of resolving the matter informally. If the grievant is not satisfied with the disposition of the informal grievance, the grievant may proceed through the various levels of grievance.

- A. Step I Immediate Supervisor
  - 1. The grievant shall refer the grievance to his/her immediate supervisor within the timelines set forth above. The grievance shall be in writing and state the specific provisions of the Agreement in dispute and the remedy requested. The response of the immediate supervisor shall be due five (5) days after the grievance has been submitted.
- B. Step II Superintendent
  - 1. If the grievance has not been settled, it may be presented to the Superintendent within five (5) days after the response of the immediate supervisor is due. The response of the Superintendent shall be due five (5) days after the grievance has been submitted.
- C. Step III School Board
  - 1. If the grievance has not been settled, it may be presented to the Board of Directors within twenty (20) days after the response of the immediate supervisor is due. The response of the Board shall be due ten (10) days after the grievance has been submitted.
- D. Step IV Arbitration
  - 1. If the grievance has not been settled, only the Council and not the employee, may, within ten (10) days after the response of the Board of Directors is due, serve notice of its intent to arbitrate the grievance. Such notice shall be in writing and delivered to the Superintendent.
  - 2. After the Council has indicated its desire to take a grievance to arbitration, the Council shall request the Employment Relations Board to submit a list of the names of five (5) arbitrators to the parties. The parties shall select an arbitrator from the list by such method as they may jointly elect, or if they are unable to agree upon such method, then by the method of alternate striking of names under which the party that is to strike first shall be determined by lot. Nothing in this section shall prohibit the parties from agreeing upon a permanent arbitrator or permanent list. The arbitrator's decision shall be final and binding, but he/she shall have no

power to alter, modify, add to, or detract from the terms of the Agreement. His decision shall be within the scope and terms of the Agreement and in writing. The arbitrator's remedy shall be limited in retroactivity to a period not exceeding one hundred twenty (120) days prior to his award.

3. The arbitrator's fee and expenses shall be shared equally between parties. All other expenses shall be borne exclusively by the party requiring the service or item for which payment is to be made.
4. Arbitration does not apply to violation or inequitable application of board policy.

## **ARTICLE 24- COMPLAINT PROCEDURE**

Any written complaint regarding a teacher's responsibilities made to any member of the administration by any parent, or other person shall, within five school days, be initiated according to the procedure outlined below:

1. Meeting with the Superintendent and/or Principal. The Administrator receiving the complaint and/or the Superintendent shall meet with the teacher to apprise the teacher of the full nature of the complaint, and they shall attempt to resolve the matter informally. The District will provide the name of complainant, date of complaint, and any written information to the teacher. Complaint procedures will remain informal vs. legal and formal.
2. Right to Representation. The teacher shall have the right to be represented at any meetings or conferences regarding any complaint at which the teacher is in attendance.
3. Procedure:

Step One: Any written complaint will be reviewed by the pertinent administrator(s) in an attempt to resolve the matter to the satisfaction of all parties concerned.

Step Two: If the superintendent and/or principal are unable to resolve a complaint to the satisfaction of the teacher, the results of the investigation, along with administrator recommendation, shall be forwarded in writing to the Board with a copy to the teacher.

Step Three: After receipt of the findings and recommendations of the Superintendent, and before action thereon, the Board shall afford the parties the opportunity to meet with the Board and show cause why the recommendations of the Superintendent should not be followed. Copies of the final action by the Board shall be forwarded to the teacher. Consistent with ensuring personal confidentiality to the teacher, the Board may communicate its final action to the complainant as appropriate.

## **ARTICLE 25- TWENTY-FIRST CENTURY SCHOOL COUNCILS**

- A. 21 Century Schools Councils shall operate in accordance with ORS 329.704. No School Council shall be required to perform tasks other than what the law provides.
- B. Each School Council shall have secret ballot elections in which all bargaining unit members are eligible to participate (teacher positions). There shall be staggered terms for positions. Also, Councils shall determine a selection process and a term office for the chairperson.
- C. Site Council activities will not occur during any student contact time, unless approved by the District Superintendent.
- D. Participation or lack of participation in School Site Councils shall not be considered a subject for any evaluation, discipline, or dismissal action. Participation in the Council shall be voluntary.
- E. Site Councils shall not violate the provisions of the contract at any time.



## **ARTICLE 26- CONTINUING PROFESSIONAL DEVELOPMENT**

The Board recognizes the need to establish a continuing professional development (CPD) program for all licensed staff in order to enhance professional performance, promote achievement of high standards for all students and assist employees in meeting the licensure requirements of the Teachers Standards and Practices Commission (TSPC).

The CPD plans for teachers and administrators shall be consistent with the district's mission and goals, assist educators to meet the requirement for licensure renewal as identified in OAR Chapter 584, Division 090, and may contain such other provisions as deemed appropriate by mutual agreement of the District and employee.

At the beginning of each licensure cycle, an educator will confer with his/her supervisor or CPD advisor to develop a CPD plan for the ensuing three or five years which shall meet the purposes and standards set forth in OAR 584-090-0001 and 584-B090-0020. Activities shall have as their primary purpose improved student learning by enhancing the professional skills of the teacher/administrator. Such activities may relate to the individual's current or potential future assignment as determined by the District. Appropriate curriculum development, research, peer or student-teacher mentoring and other approved individual and committee endeavors are examples of acceptable activities.

Requests for release time for attendance at professional development activities may be approved as deemed appropriate by the District and with the stipulation that: 1) requests are to be submitted sufficiently in advance to permit the Superintendent or designee consideration; and 2) where release time is granted, a written report will be submitted to the administration after such meeting or conference.

Meetings or conferences for which District funds are contributed - whether for fees, travel or hiring of substitutes - shall directly relate to the teacher/administrator's CPD plan. Where such meetings or conferences are devoted primarily or exclusively to organizational or business affairs and like activities, it is not considered appropriate for the Board to expend District funds or to approve the activity for CPD credit.

The Board directs the Superintendent to develop administrative regulations, staff CPD handbooks, and/or other related materials as may be necessary to implement this policy. Regulations shall include CPD procedures and practices that incorporate plans for the District's improvement and individual building, grade level, student, and teacher/administrator needs and goals.

CPD plans shall not be part of an employee's evaluation. Since this is a teacher plan, it shall not be dependent upon or tied to student test scores/outcomes.

### **Procedures:**

1. All District teachers, personnel service specialists and administrators contracted by the District, excluding substitutes, will follow the procedures provided below for meeting continuing professional development (CPD) requirements.
2. The Board policy - Continuing Professional Development, this regulation and their related District - issued materials are recognized as the District's Continuing Professional Development Program.
  - a. The District and each school site shall systematically identify instructional needs of students and relate those needs to the practices and CPD activities of the licensed staff so that each employee may design a plan to assist the educator to achieve district, state and national standards (OAR 584-090-0001).
  - b. Licensed employees shall maintain an active individual CPD plan and/or all licensed employees shall participate in the District's CPD program. Modifications of the employee's plan may be made at any time, after consultation with his/her supervisor or approved CPD advisor, as provided by OAR 584-090-00 10 through 0040.
    1. Each plan shall be designed to assist the employee to:
      - a. Achieve District, State and National standards;
      - b. Keep current with the development and use of best practices; and
      - c. Develop ways to enhance learning for a diverse student body.

2. Each plan shall identify CPD activities and experiences that address one or more of the following professional growth domains:
  - a. Content of the subject matter or specialty area directly related to the employee's current assignment(s) or to responsibilities he/she reasonably expects to be assigned, or is assigned by the District;
  - b. Strategies for assessment of student performance in achieving school and District objectives and State content standards and interpretation and application of the results;
  - c. Methods for effective teaching, classroom management, counseling, supervision, leadership and curriculum development;
  - d. Understanding of diversity in abilities, social and/or cultural background and use of such knowledge to promote achievement of high standards for all students;
  - e. Knowledge of State and National education priorities and the application of that knowledge to one's school and District programs;
  - f. Competence in the uses of technology in schools and the application of that knowledge to one's assignment.
3. Each plan shall also include the following:
  - a. Identify at least one domain of professional competency to be addressed as stated in OAR 584-090-00 10;
  - b. Identified goals/objectives to be achieved through the CPD plan;
  - c. Proposed activities and experiences to meet the goals;
  - d. List of completed activities, related domain and number of professional development units of credit earned;
  - e. Employee's reflection on the completed plan and its relationship to student learning and modifications of the employee's performance;
  - f. Resources that will be used to complete the plan;
  - g. Signature of supervisor or approved CPD advisor indicating review of the proposed plan and verification of plan completion.
4. The employee's plan shall be proposed and completed as outlined in OAR 584-090-0020-0040.
5. Each plan should propose to earn an average of 25 CPD units of credit annually.
6. The District will attempt to offer as many professional growth activities as recognized needs warrant and resources permit. To this end, all 25 units of credit may be earned through District and building activities. The District recognizes, however, that there will be times and individuals for which units of credit may be earned outside the District. Reimbursement for the cost of these activities will be governed by the language in the collective bargaining agreement.
7. Plans may be developed that totally utilize District professional growth activities and some outside District activities, or are totally completed in non- district-sponsored activities. All such plans shall be proposed to the employee's supervisor or approved CPD advisor for review and verification.
8. Supervisors or an approved CPD advisors are responsible for review and verification of an individual employee's plan. An approved CPD advisor is a person selected by an educator and approved by the educator's supervisor who reviews, verifies and

signs the educator's CPD plan. A CPD advisor could be a building principal or other administrator, a peer coach, a team leader, a college or university advisor, or a qualified member of an educational agency, professional organization or business. The CPD Advisor must be approved in advance by the educator's supervisor.

9. The responsibility for completing a plan and meeting licensure renewal requirements rests with the employee. The employee shall provide documentation that the plan has been completed and he/she has analyzed the results and applied the acquired knowledge and skills to improve student learning.

The District may assist such efforts in the following ways:

- a. Provide a copy of the Board's CPD policy, regulation, and/or other related materials which meet TSPC requirements;
  - b. Provide an annual process for completing a portion of the license renewal requirements, approximately 25 CPD units of credit;
  - c. Provide a site system for record keeping;
  - d. Incorporate plan development and completion into an annual goal-setting cycle;
  - e. Conduct applicable group meetings/conferences to assist in meeting the requirements, when possible.
10. Acceptable CPD activities shall be those reviewed and verified by the employee's supervisor or approved CPD advisor for which evidence is submitted to verify completion.
  11. Completed CPD forms shall be filed annually in the employee's personnel file in accordance with the timelines established in the Oregon Administrative Rules. The Superintendent or his/her designee shall, if applicable, verify the completion of the required plan(s) and units for renewal at the time the employee requests District verification of educational experience on the TSPC provided Professional Educational Experience Report (PEER) form.

**ARTICLE 27- TERM OF AGREEMENT**

- A. This Agreement shall be in full force and effect upon ratification through June 30, 2021. Retroactive payment shall be made no later than thirty (30) days following the date of signing.
- B. The parties acknowledge that during the negotiations which resulted in this agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter appropriate for collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of the right and opportunity are set forth in the Agreement. Therefore, the Board and the Council, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any other matter, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement. All terms and conditions of employment not covered by this Agreement shall continue to be subject to the Board's direction and control.
- C. The Council shall, not later than March 30<sup>th</sup> of the final year of the contract, give the District its notice of intention to open negotiations for a successor agreement.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Representing Mid-Valley Bargaining Council

\_\_\_\_\_  
STA Representative

\_\_\_\_\_  
Board/Chairperson

\_\_\_\_\_  
District Clerk

## **APPENDIX A**

### **EXTRA DUTY COMPENSATION**

Academic Coach: Outdoor Education: staff will receive \$75 for each day worked with students at camp, if outdoor school is a budgeted program in the School District budget. If outdoor school is not a fully budgeted program, there will be no compensation paid by the District for extra-duty compensation.

Homecoming Advisor will receive \$75.

May Day Advisor will receive \$50.

Other Provisions:

Junior/Senior concessions, bus chaperones, ticket sellers, crowd control, or other event duty shall be paid \$25 per event. A maximum of three hours will constitute an event. These events will not be assigned but teachers shall have first choice of taking assignments. Events lasting over three hours shall be paid \$10 per hour. Time served shall be paid in hourly increments, with fraction of hours rounded up to the next hour.

Teachers serving as supervisors of elementary concerts shall be paid \$25 per concert.

### **TEACHER LEADER POSITIONS**

Special Education Classes with Special Education Endorsement \$3,000

Building Technology Leader \$2,000

Building Instructional Leader \$2,000

Building PBIS Leader \$2,000

Building AVID Leader \$2,000

Building Poverty Leader \$2,000

### **EXTRA DUTY ASSIGNMENTS**

1. The Board reserves the right to placement of staff on the schedule when making assignments and, also, reserves the right to delete positions and activities.
2. For post season play, regional and state competitions, the following team sports will receive \$80 per week for each of the identified coaches.

TEAM SPORTS	HEAD COACH	ASSISTANT COACH
Football	1	2
Volleyball	1	1
Basketball	1	2
Baseball	1	1
Softball	1	1

For post season play in state competition, the following individual sports will receive \$80 per week for each of the identified coaches.

INDIVIDUAL SPORTS	HEAD COACH	ASSISTANT COACH
Cross Country	1	1
Wrestling	1	1
Track	1	1

## EXTRA DUTY SALARY SCHEDULE

Assignments	HS	Elementary	Assignments	HS	Elementary
Head Teacher	A	B	Athletic Director	A	C
Head Football	A	D	Assistant Football	C	D
Head Volleyball	A	D	Assistant Volleyball	C	D
Head Basketball	A	D	Assistant Basketball	C	D
Head Baseball	A	D	Assistant Baseball	C	F
Head Wrestling	A	E	Assistant Wrestling	C	
Head Track	A	D	Assistant Track	C	F
Head Softball	A	D	Assistant Softball	C	F
Cross Country	C		Forensics	D	
Instrumental Music	E	G	FBLA	D	
FFA	B		Vocal Music	G	G
Rally Supervisor (per season)	E	G	Drama, Per Play	F	G
Yearbook	F		Photography	F	
Technology Coordinator	B	B	Student Activities	F	F
			Academic Coach (District approved programs that include 12-15 students led by an advisor)	F	F
			Pep Band (per season)	G	

### INDEX

	A	B	C	D	E	F	G
1	9.50%	7.20%	5.60%	4.30%	3.30%	2.50%	2.00%
2	9.90%	7.40%	5.80%	4.50%	3.40%	2.60%	2.10%
3	10.30%	7.60%	6.00%	4.70%	3.50%	2.70%	2.20%
4	10.70%	7.90%	6.20%	4.90%	3.60%	2.80%	2.30%
5	11.10%	8.20%	6.40%	5.10%	3.70%	2.90%	2.40%

Steps 1 through 3 are based on BA Step 1 and steps 4 and 5 are based on MA step 1.

## APPENDIX B

### SHERIDAN SCHOOL DISTRICT 48J

#### INDEX

Step	BA	BA+ 24	BA + 45	BA+ 60/MA	BA + 84/ MA + 24	MA + 45
1	1.000	1.040	1.082	1.125	1.170	1.217
2	1.030	1.071	1.114	1.159	1.205	1.254
3	1.061	1.103	1.148	1.194	1.241	1.291
4	1.093	1.136	1.182	1.229	1.278	1.330
5	1.126	1.171	1.218	1.266	1.317	1.370
6	1.159	1.206	1.254	1.304	1.356	1.411
7	1.194	1.242	1.292	1.343	1.397	1.453
8	1.230	1.279	1.331	1.384	1.439	1.497
9	1.267	1.317	1.371	1.425	1.482	1.542
10	1.305	1.357	1.412	1.468	1.527	1.588
11	1.344	1.398	1.454	1.512	1.572	1.636
12	1.384	1.440	1.498	1.557	1.620	1.685
13	1.442	1.483	1.543	1.604	1.668	1.735
14		1.527	1.589	1.652	1.718	1.787
15		1.589	1.637	1.702	1.770	1.841
16			1.686	1.753	1.823	1.896
17			1.752	1.821	1.894	1.969

Any member of the bargaining unit that receives National Board Certification shall receive an additional \$1,500.00 in salary each year.

A 1.6% longevity payment is included in the last step of each column on the index.

All staff who were at the last step of columns BA +45, BA +60/MA, BA +85/MA + 24 and MA +45 during the 2018-2019 school year will continue to receive a \$500 longevity payment for the 2019-2020 school year.

APPENDIX C

SHERIDAN SCHOOL DISTRICT 48J

2019-20 Salary Schedule

3% Index 2.6 Increase Over 2018-2019

Step	BA	BA+ 24	BA + 45	BA+ 60/MA	BA +84/MA24	MA + 45
1	\$ 39,949	\$ 41,547	\$ 43,225	\$ 44,943	\$ 46,741	\$ 48,618
2	\$ 41,148	\$ 42,794	\$ 44,522	\$ 46,291	\$ 48,143	\$ 50,077
3	\$ 42,382	\$ 44,078	\$ 45,858	\$ 47,680	\$ 49,587	\$ 51,579
4	\$ 43,654	\$ 45,400	\$ 47,233	\$ 49,111	\$ 51,075	\$ 53,127
				\$ 49,793		
5	\$ 44,963	\$ 46,762	\$ 48,650	\$ 50,584	\$ 52,607	\$ 54,720
		\$ 47,203		\$ 51,068		
6	\$ 46,312	\$ 48,165	\$ 50,110	\$ 52,101	\$ 54,185	\$ 56,362
		\$ 48,395		\$ 52,342		\$ 56,618
7	\$ 47,702	\$ 49,610	\$ 51,613	\$ 53,664	\$ 55,811	\$ 58,053
				\$ 54,974		
8	\$ 49,133	\$ 51,098	\$ 53,162	\$ 55,274	\$ 57,485	\$ 59,794
	\$ 49,553			\$ 56,372		\$ 60,936
9	\$ 50,607	\$ 52,631	\$ 54,756	\$ 56,932	\$ 59,210	\$ 61,588
				\$ 57,769		
10	\$ 52,125	\$ 54,210	\$ 56,399	\$ 58,640	\$ 60,986	\$ 63,436
				\$ 59,208		
11	\$ 53,689	\$ 55,836	\$ 58,091	\$ 60,400	\$ 62,816	\$ 65,339
				\$ 60,689		
12	\$ 55,299	\$ 57,511	\$ 59,834	\$ 62,212	\$ 64,700	\$ 67,299
13	\$ 57,597	\$ 59,237	\$ 61,629	\$ 64,078	\$ 66,641	\$ 69,318
14		\$ 61,014	\$ 63,478	\$ 66,000	\$ 68,640	\$ 71,398
				\$ 66,979		
15		\$ 63,483	\$ 65,382	\$ 67,980	\$ 70,699	\$ 73,539
16			\$ 67,343	\$ 70,020	\$ 72,820	\$ 75,746
			\$ 67,679	\$ 70,392	\$ 73,189	
17			\$ 70,003	\$ 72,759	\$ 75,644	\$ 78,657

Any member of the bargaining unit that receives National Board Certification shall receive an additional \$1,500.00 in salary each year.

EXTRA Duty Schedule

	A	B	C	D	E	F	G
BA Step 1	1 3795	2876	2237	1718	1318	999	799
BA Step 1	2 3955	2956	2317	1798	1358	1039	839
BA Step 1	3 4115	3036	2397	1878	1398	1079	879
MA Step 1	4 4809	3550	2786	2202	1618	1258	1034
MA Step 1	5 4989	3685	2876	2292	1663	1303	1079



## APPENDIX D

### SHERIDAN SCHOOL DISTRICT 48J

#### 2020-2021 Salary Schedule

#### 3% Increase Over 2019-2020

Step	BA	BA + 24	BA + 45	BA + 60/MA	BA + 84/ MA + 24	MA + 45
1	41147	42793	44521	46290	48142	50076
2	42381	44077	45857	47679	49586	51578
3	43653	45399	47232	49109	51074	53126
4	44962	46761	48649	50583	52606	54719
5	46311	48164	50109	52100	54184	56361
6	47701	49609	51612	53663	55810	58052
7	49132	51097	53160	55273	57484	59793
8	50606	52630	54755	56931	59209	61587
9	52124	54209	56398	58639	60985	63435
10	53688	55835	58090	60398	62814	65338
11	55298	57510	59833	62210	64699	67298
12	56957	59235	61628	64077	66640	69317
13	59324	61012	63476	65999	68639	71396
14		62843	65381	67979	70698	73538
15		65386	67342	70018	72819	75744
16			69362	72119	75004	78017
17			72102	74941	77912	81015

Any member of the bargaining unit that receives National Board Certification shall receive an additional \$1,500.00 in salary each year.

#### EXTRA DUTY SCHEDULE

	A	B	C	D	E	F	G
BA Step 1	3909	2963	2304	1769	1358	1029	823
BA Step 1	4074	3045	2387	1852	1399	1070	864
BA Step 1	4238	3127	2469	1934	1440	1111	905
MA Step 1	4953	3657	2870	2268	1666	1296	1065
MA Step 1	5138	3796	2963	2361	1713	1342	1111