

**Coquille Education Association**

**and**

**Coquille School District No. 8**

**Negotiated Agreement**

**July 1, 2017 – June 30, 2021**

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## **Article 1 — Preamble**

- A. This Agreement is entered into between the Board of Education on behalf of the Coquille School District #8, Coos County, Oregon, herein referred to as the "District" and the Coquille Education Association, herein referred to as the "Association," affiliated with the Oregon Education Association (OEA) and the National Education Association (NEA).
- 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 licensed personnel included in the bargaining unit.

## Article 2 — Recognition

- A. The District hereby recognizes the Association as the sole and exclusive bargaining representative for all licensed personnel employed or to be employed by the District, including temporary personnel, unless specifically excluded in Section B below. Such representation shall also cover all personnel assigned to newly created professional positions unless the parties agree in advance that such positions are principally supervisory and administrative.
- B. Excluded from the bargaining unit and not subject to the terms and conditions of this Agreement are the superintendent, principals, assistant principals, supervisors, confidential employees and temporary teachers and substitute teachers.

Temporary employees shall be defined as an employee employed to fill a position that is: (1) experimental, (2) that is open as a result of a vacancy that occurs after the opening of school because of unanticipated enrollment or because of the death, disability, retirement, resignation or dismissal of a contract or probationary employee, (3) filled by a retiree, or (4) is hired to temporarily replace an employee who is on an approved paid or unpaid leave of absence.

- C. The term "teacher" when used in this Agreement shall refer to all licensed personnel represented by the Association in the bargaining unit.
- D. The District agrees not to negotiate with or recognize any teachers' organization other than the Association for the duration of this Agreement.

### **Article 3 — Negotiations Procedure**

- A. If either party wishes to reopen negotiations over a successor agreement, it shall give written notice to the other by November 15 of the last school year of this Agreement. Any Agreement so negotiated will be reduced to writing and signed by the Board and Association within thirty (30) days following ratification by both parties.
- B. For the purpose of records, one signed copy shall be retained by the District and one signed copy by the Association.
- C. At the first meeting the parties shall mutually exchange their complete proposal(s).

## Article 4 — Management Rights

- A. It is recognized that the Board has, and will continue to retain, the rights and responsibilities to operate and manage the school system and its programs, facilities, properties and educational activities of its employees.
- B. Without limiting the generality of the foregoing Paragraph A, it is expressly recognized that the Board's operational and managerial rights include:
  - 1. The right to determine location of the schools and other facilities of the school system, including the right to establish new facilities and to relocate or close facilities;
  - 2. The determination of the financial policies of the District, including the general accounting procedures, inventory of supplies and equipment procedures and public relations;
  - 3. The determination of the management, supervisory or administrative organization of each school or facility in the system and the decisions of employees for promotion to supervisory, management or administrative positions;
  - 4. The maintenance of discipline and control and use of the school system, property and facilities;
  - 5. The determination of safety, health and property protection measures where legal responsibility of the Board or another governmental unit is involved;
  - 6. The right to enforce the rules and regulations now in effect and to establish new rules and regulations from time to time not in conflict with this Agreement;
  - 7. The direction and arrangement of all working forces in the system, including the right to hire, suspend, discharge, discipline or transfer employees;
  - 8. The creation, combination, modification or elimination of any teaching position;
  - 9. The determination of the size of the work force, the allocation and assignment of work to employees, the establishment of quality standards and judgment of employee performance.
- C. The foregoing enumerations of the functions of the Board shall not be considered to exclude other functions of the Board not specifically set forth; the Board retains all functions and rights to act not specifically nullified by this Agreement.

## Article 5 — Contract Terms

- A. The terms of this Agreement shall not be altered without negotiations with the Coquille Education Association. Additions or changes in rules and regulations affecting teachers' wages, hours and working conditions shall first be subject to negotiations with the Association.
- B. This Agreement may not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.
- C. If any provision of this Agreement or any application of this Agreement to any teacher or group of teachers is held to be contrary to law, then such provision or application shall not be deemed valid, except to the extent permitted by law. All other provisions or applications shall continue in full force. Upon request of either party, the District and the Association shall enter into negotiations over a replacement for the invalid provision.
- D. Any individual contract between the District and an individual teacher shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement shall be controlling for the life of this Agreement.
- E. The Agreement shall be presented to all teachers employed by the District in PDF format either on the District's website and/or shared drive. The Agreement will be available 30 days after the contract is ratified.

## **Article 6 — Nondiscrimination**

The Association and the District affirm their adherence to the principles of free choice and agree that they shall not discriminate against any teacher covered by this Agreement because of age, race, religion, gender, sexual orientation, national origin, the presence of any mental or physical handicap or by reason of any individual's membership status in the Association. All references to teachers shall be construed to include both male and female teachers.

The Board's decision shall be final and binding. Any other remedy must be sought through an appropriate agency or court of competent jurisdiction.



## **Article 7 — Association Rights and Responsibilities**

- A. Teachers have the right to organize, join and assist the Association, to participate in professional negotiations with the District through representatives of their own choosing and to engage in other activities for the purpose of establishing or improving conditions of professional service and the quality of the educational program.
- B. Upon request, the District will furnish to the Association public, non-confidential information that the Association deems necessary to function as a bargaining representative.
- C. The Association shall have access to District buildings, office equipment such as computers, copying machines and meeting rooms so long as such access does not interfere with regular school programs and the Association has the building principal's approval or in his/her absence the superintendent's approval. The administration offices, hallway and rooms in that hallway are excluded from this provision.
- D. The Association shall be provided, without cost to it, office space in a building at a location and of a description to be mutually agreed upon. The Association shall be allowed to install and maintain a telephone in this office at its own expense. The Board reserves the right to terminate the agreement if the space is needed for District use necessitated by changes in the District's educational program. The District agrees to give the Association thirty (30) days' notice of intent to terminate the use of this office space.
- E. The Association shall have access to school mailboxes of faculty members, in each building for the distribution of Association materials, as long as such materials are labeled as Association materials. The Association shall have the use of a bulletin board in each faculty lounge to display Association materials, as long as such materials are labeled as Association materials. The Association may use school equipment to e-mail its members, as long as e-mail messages are clearly labeled as from the Association: before or after the member's work day and during their duty-free lunch.

## **Article 8 — Teacher Discipline/Just Cause**

- A. Whenever any teacher is required to appear before the Board or superintendent, concerning any matter which could adversely affect that teacher's position of employment, he/she shall be given prior written notice of the reasons for such meeting and shall be entitled to have a representative of the Association or legal counsel present to advise him/her.
- B. In the event any teacher is suspended, the teacher's salary shall continue during the first five (5) days of the suspension period. Unless an investigation is still ongoing, within five (5) days after such suspension becomes effective, either procedures shall be commenced for dismissal of the teacher or the teacher must be reinstated. The teacher's salary shall continue while the investigation is ongoing.
- C. In matters of contract classroom teacher inefficiency or inadequate classroom performance, evidence offered in support of the disciplinary action not previously recorded in the teacher's personnel file by the administrator prior to the notification of any disciplinary action by the District shall not be used by the District as a basis for its action.
- D. Rules and regulations governing teacher conduct shall be reasonable and enforcement of teacher discipline shall be fair and exercised for just cause.
- E. This article shall not apply to the dismissal of a contract teacher, nor shall it apply to the non-extension of a contract teacher's contract. The parties intend that dismissals and contract non extension of contract teachers are not covered by this Agreement, but are covered solely by the Accountability for Schools for the 21<sup>st</sup> Century Law (ORS 342.805 to ORS 342.985).
- F. This article does not apply to the nonrenewal or dismissal of a probationary teacher, it being understood that nonrenewal or dismissals of probationary teachers are governed solely by ORS 342.513 and ORS 342.835.

## **Article 9 — Rights and Responsibilities of Professional Employees**

- A. Any question or criticism by a supervisor, administrator or Board member of a teacher and his/her instructional methodology shall be made in confidence.
- B. The teacher shall maintain the right and responsibility to determine grades and other evaluations of students. No grade or evaluation shall be changed without conferring with the teacher. If the grade change is still in dispute after conferring, the disputed change shall be referred to the superintendent for final determination.
- C. No teacher shall be deprived of his or her paid extra-duty assignment without due process. Complaints about individuals in extra-duty positions may be processed through the existing complaint procedure.
- D. Duties and responsibilities of teachers within each building involving student supervision outside of regular class work shall be explained as part of the regular orientation program and a written copy provided to each teacher by the principal of his or her respective building.

## **Article 10 — Teacher Evaluation**

- A. Evaluation of teachers shall be in accordance with ORS 342.850 to ORS 342.856 and conform to the procedure and subsequent modifications which are adopted by the Board after consultation by the Board with the Association.
- B. At the beginning of the school year, a copy of the District's evaluation procedure, forms and all relevant policies will be provided to each licensed staff member, as well as copies of any changes that are later recommended by the Evaluation Committee and have been formally adopted by the Board.
- C. Alleged violations of the evaluation procedure or claims of unfair or inequitable treatment under the evaluation procedure referred to in Section A above, by probationary teachers, may be grieved only to the Board level in accordance with Article 21, Grievance Procedure. The Board's decisions on such a grievance shall be final and binding upon the parties. Such grievances are not subject to binding arbitration nor are they subject to an unfair labor practice complaint for breach of contract.
- D. The Association and Board recognize the necessity of maintaining a system which provides for revision and development of all aspects of the evaluation process. It therefore recognizes the value of receiving comments and information about this process from those being evaluated as well as from those responsible for evaluating. In order to provide for this channel of communication, an evaluation committee will be formed. The committee shall consist of three (3) District appointed members and three (3) Association appointed members. Yearly, the committee shall meet to review all comments and update necessary information, conduct any necessary research, and through a majority vote make recommendations to the Board for its consideration.

## Article 11 — Teacher Work Year

- A. The school work year for teachers shall be within the confines of the school calendar and contains 190 contract days. The number of teaching days shall not exceed 179 days; with eight (8) paid holidays and not less than six (6) in-service/workdays. Holidays include Labor Day, Veteran’s Day, Thanksgiving, Christmas, New Year’s Day, Martin Luther King Day, President’s Day, and Memorial Day. Teacher attendance shall not be required, nor pay docked, for days when student attendance is not required due to inclement weather. If the Board requires students to make up days lost due to inclement weather, then all members of the bargaining unit shall be required to fulfill their regular duties without additional compensation.
- B. It is recognized that the District has the responsibility to set the annual school calendar. Prior to adoption of the calendar, proposed calendars will be referred to the teachers for review and recommendation. The District shall attempt to coordinate calendars with area schools annually.
- C. The two (2) in-service days prior to the opening of school shall be workdays in the respective buildings.
- D. In addition to the two (2) workdays described in Paragraph C, other workdays shall be as follows:
  - 1. ***High School/Jr High***
    - a. Three workdays.
    - b. 6 hours of conference time to be exchanged for student contact time.
  - 2. ***Elementary School & Kindergarten (K-6)***
    - a. Four work days.
    - b. Three and one-half conference days (***K-6***)
    - c. If a teacher (***K-6***) has 35 or more students he/she may be granted a half-day sub to complete his/her conferences.

## Article 12 — Personnel Files

- A. Teachers shall have the right, upon request, to review the contents of their personnel file and to receive a copy at the teacher's expense of any documents contained therein. This file shall contain materials relevant to the teacher's employment. A teacher shall be entitled to have a representative of the Association accompany him/her during this review. The teacher will acknowledge that he/she has had the opportunity to review this material by signing the copy to be filed, with the understanding that his/her signature does not indicate agreement with the contents. The teacher will also have the right to submit a written answer to this material and his/her answer will be reviewed by the superintendent and attached to the file copy of the material in questions.
- B. The District retains the right to maintain a building level working file which may contain information relevant to a teacher's employment. If the District elects to place a written directive in the building level working file it must present the document(s) to the affected teacher(s) for signature no later than ten (10) working days from the date or dates of the incident or situation which led to the placement of the document(s) in the working file. The employee shall receive a copy of the signed document. The signature of the employee on the document(s) does not indicate agreement by the employee(s) with the contents, but only that the employee(s) has had the opportunity to review the contents. If the affected teacher(s) so desires, he/she may attach a written rebuttal to said document(s). Any such document(s) not processed within the timeline shall not be placed in the teacher(s) working file.
- C. Teachers shall be provided a copy of materials placed in their personnel files at the time of original placement.

## Article 13 — Teaching Hours and Teaching Load

- A. The District and the Association agree that teaching requires student contact time, preparation time, other duties and professional development. Furthermore, it is recognized that teachers will spend most of their time teaching which requires a substantial amount of time preparing for that teaching as well as a diversity of other professional duties. Every effort will be made to allow teachers freedom to be performing other professional duties before and after the student contact day. The district and teachers recognize that at times it is necessary to have planned meetings of the entire staff.
- B. Regular working hours for teachers shall not exceed eight (8) hours per day. The starting and dismissal time, which may vary from school to school, shall be determined by the District. Not less than 30-minutes duty-free lunch period shall be part of the working day. Teachers leaving the building during their regular lunch period shall notify the building principal.
- C. Classroom teachers shall, in addition to their regular lunch period, have daily preparation time during which they shall not be assigned to any other duty as follows:
  - 1. **(K-6)** - One continuous period per day comparable in length to the high school and mid-school periods, or two periods totaling 60 minutes per day, as scheduled by the building principal;
  - 2. **(7-12)** - One period per day in a seven (7) period day.
  - 3. If unit members teach a zero period class, the teachers may receive, upon their request, one of their prep periods as the last period of the school day.
- D. In the event that negotiations are conducted during the regular eight (8) hour day, the District agrees that the teacher shall be released without loss of pay. The District agrees that a teacher participating in grievance processing concerning this District including arbitration, shall be released from regular duties without loss of pay.
- E. If a unit member agrees to teach seven periods in a school day, the teacher will receive an additional prep period or financial compensation equivalent to one-seventh of his/her daily salary.
- F. The District and the Association agree that teaching sometimes requires student contact time beyond the regular eight-hour day, for overnight field trips, outdoor school, college visitations with students, that due to the distance require an overnight stay etc. In these special circumstances, which have been pre-approved by the administration, the teacher will be given a stipend of \$50.00 per night.

## Article 14 — Teaching Conditions

- A. The District recognizes that appropriate materials are necessary tools of the teaching profession. The teacher concerned may be consulted when selecting new materials.
- B. The District shall provide:
  - 1. A desk and file cabinet;
  - 2. Adequate attendance books, paper, pencils, pens, erasers, tape, felt tip markers and other materials required in daily teaching responsibilities.
- C. Teachers shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety or well-being, provided the administration has received written notice of these hazards.
- D. The District realizes the differences between students with additional needs and the resulting demands on classroom teachers. The District further realizes that these special needs students are the shared responsibility of all District personnel. The District will provide in-service training for teachers serving those students with special needs.
- E. The District shall notify all bargaining unit members that electronic surveillance may occur on District property.



## Article 15 — Non-Teaching Duties

- A. The District and the Association acknowledge that a teacher's primary responsibility is to teach and that his/her energies should, to the greatest extent possible, be utilized to this end. The District reserves the right to make all non-teaching duty assignments. Such non-teaching duty assignments shall be equitably distributed among teachers in each building.
- B. Pursuant to Section A above, whenever possible, licensed employees will not be required to perform duties not requiring a teaching license. Such duties include, but are not limited to supervision of hall, bus, cafeteria and playground activities.
- C. Teachers shall not be required to drive students to activities which take place away from the school building. The District assumes no liability for this action. A teacher may do so voluntarily, providing his/her own liability coverage, with the advance approval of his/her principal. He/she shall be compensated at the state rate per mile as of July 1 of the school year for use of his/her own automobile.
- D. Non-teaching duties for teachers done outside the regular eight (8) hour day, other than those listed on the extra-duty schedule, shall be voluntary. Participation or lack of participation in such duties shall not be considered in teacher evaluations. Responsibility for the establishment, continuance and/or discontinuance of such extra-duty programs rests with the District.
- E. A new to the district teacher, a teacher in a new assignment, or a teacher on a plan of assistance may be provided a mentor, within their building and /or subject area. It is the responsibility of the building administrator to choose this mentor, from voluntary mentor applicants. Contract teachers who agree to serve as mentors will receive district training and an extra duty stipend, as stated within the extra-duty schedule. The role and responsibilities of mentor teachers will not be used as part of the regular evaluation process.
- F. If a member accepts an extra-duty stipend they are required to complete the terms of the extra-duty contract. Except in cases of an extreme nature- i.e. poor health, bereavement, etc... or if the District agrees to release them from the extra-duty contract.

## Article 16 — Vacancies, Voluntary and Involuntary Transfers

### A. Vacancies

A "vacancy" shall be defined for purposes of this contract as a situation where a vacant position was previously held by a teacher or when a new position covered by this article is created.

1. No vacancy will be announced until all laid-off teachers who are licensed for the position have been offered employment.
2. Whenever a vacancy arises, the superintendent or designee shall post in all school buildings a list of known vacancies and e-mail copies of such vacancies to the CEA president and all other licensed staff in the district. Staff members making application for vacant positions will be considered along with all other applicants.
3. A teacher with a specific interest in a possible vacancy will notify the superintendent of his/her interest, in writing, and shall include a summer address when appropriate. During the summer months when school is not in session, a list of known vacancies will be mailed to the CEA president.
4. Should a vacancy occur, the teachers who have expressed an interest in said position shall be mailed a copy of the posting.
5. The teachers so notified shall have the responsibility of timely applying for the position and will be considered along with all other applicants.
6. Vacancies shall be filled on the basis of the experience, competency and qualifications of the applicant, length of service in the District and other relevant factors.
7. If a current teacher applies for a vacancy and is not selected, he/she shall receive written reasons for the selection made, upon request.
8. The Association recognizes that when a vacancy is announced during the school year, it may be difficult to fill it from within the District without undue disruption to the existing instructional program. If the superintendent in his/her reasonable judgment so determines, such a vacancy may be filled on a temporary or tentative basis until the end of the current school year, at which time the position will be considered vacant.

**B. Voluntary Transfers**

Teachers who desire a change in grade or assignment or who desire to transfer to another building shall make a written request to change or transfer to the superintendent. The administration will act on such requests as soon as it is reasonably possible if a vacancy exists in the area or building to which the teacher has requested transfer.

**C. Involuntary Transfers:**

1. When a teacher is involuntarily transferred, he/she will have the opportunity to make known to the appropriate administration his/her wishes regarding a new assignment.
2. Notice of an involuntary transfer will be given as soon as reasonably possible.
3. When an involuntary transfer or reassignment is necessary, a teacher's area of competence, major or minor field of study and length of service in the Coquille School District shall be considered.
4. An involuntary transfer will be made only after a meeting between the teacher and the principal, at which time he/she will be notified of the reasons for the transfer.
5. Teachers being involuntarily transferred will be informed of appropriate vacancies known at the time the transfer decision is being made. Teachers will be able to indicate their preference of assignment. If possible, the teacher being involuntarily transferred will visit the new assignment prior to transfer.
6. When it becomes necessary for a teacher to transfer because of changes in enrollment or program, the administration may give the transfer of the unit member priority in filling known vacancies.
7. The District shall make every effort not to involuntarily transfer a teacher more than twice in any five (5) year period, except in unusual or emergency circumstances.

## **Article 17 — Teacher Assignment**

- A. The superintendent will give notice of assignments to new teachers as soon as practicable. Except in unusual or emergency situations, notice of assignment will be given to the new teacher thirty (30) days before school starts.
- B. All current teachers will be given written notices of their class and/or subject assignments, building assignments and elementary room assignments for the coming year not later than June 1, except in unusual or emergency circumstances.
- C. In the event that changes in such class and/or subject assignments or building assignments or elementary room assignments are proposed after June 1, the teacher affected will be notified promptly in writing and upon request of the teacher, the change will be reviewed promptly by the superintendent or his/her representative and the teacher, who may have a representative of the Association present.
- D. In order to assure that students are taught by teachers working within their areas of competence, teachers will not be assigned, except temporarily and for good cause, outside the scope of their teaching license and/or major or minor fields of study.
- E. Schedules of classroom teachers who are assigned to more than one school building will be arranged by conference between principals involved so that teachers will not be required to engage in an unreasonable amount of interschool travel. Such teachers will be notified of any changes in their schedules as soon as practicable.

## Article 18 — Layoff and Recall

A. In the event the District, in its discretion determines that a layoff is necessary, it will notify the Association and the teachers to be affected as soon as practicable. The District will then determine the teachers to be laid off by means of the following criteria:

1. License;
2. Seniority;
3. Competence, if the District desires to lay off a teacher with greater seniority and retain a teacher with less seniority; and
4. Such other consideration as expressed in ORS 342.934.

As used in this article:

- a. “Competence” means the ability to teach a subject or grade level based on recent teaching experience related to that subject or grade level within the last five years, or educational attainments, or both, but not based solely on being licensed to teach. The District may consider a teacher’s willingness to undergo additional training or pursue additional education in deciding questions of competence.
- b. If the District desires to retain a teacher with less seniority than a teacher being released under this section the District will have the burden of proof to show that the teacher being retained is substantially more competent;
- c. Seniority shall be defined as the teacher's total length of continued service in the District as a licensed teacher. Seniority will be computed and accrue from the teacher's actual date of work. Authorized unpaid leaves of absence shall not be considered to "break" continuity of employment;
- d. If the District decides to lay off by seniority, they shall lay off unit members in reverse order of seniority;
- e. The District shall make every effort to transfer teachers from courses scheduled for discontinuation to other positions for which they are licensed.

**B. Recall**

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

1. The District will institute a recall procedure which will insure that teachers be recalled in the reverse order of layoff, provided the teacher is licensed and competent to teach in the vacant position;
2. At the time of layoff, the District shall provide for laid-off teachers to express in writing a desire to return to the District. The District shall also receive the teacher's address for recall notification. In the event of a recall, the District shall notify the teacher who has expressed a desire to return to the District by certified mail, return receipt requested, sent to the last address given by the teacher to the District office. The teacher will have fifteen (15) calendar days from the date of receipt to notify the District of intent to return. The teacher must thereafter be available to return to employment within thirty (30) days from the date the recall notice was received or, if employed elsewhere, at a time mutually agreed upon by the District and employee. Failure of the teacher to respond within the fifteen (15) calendar days herein specified shall terminate a teacher's employment as a voluntary resignation;
3. All benefits to which a teacher was entitled, at the time of layoff, including unused accumulated sick leave and seniority, will be restored to the teacher upon the teacher's return to active employment. The teacher will also be placed on the proper step of the salary schedule for his/her current position according to experience and education;
4. Teachers covered by this article will have the option to continue insurance programs at their own expense subject to the approval of the insurance carrier;
5. Teachers covered by this article will be given consideration for substitute teaching; such will not affect teacher recall rights;
6. No vacancy in the bargaining unit shall be filled until all laid-off teachers have been offered employment for which they are licensed;

C. The layoff and recall procedure apply only to those employees not excluded (e.g., administrators, supervisory, confidential, substitutes and temporary employees) from the bargaining unit. The only exception to these exclusions is when a temporary employee (who is not a retiree) is rehired for a second year to fill the same position.

D. Should the District close its schools because of budget levy failure, it agrees that, for up to twenty-seven (27) months, members of the unit will be laid off and recalled according to the procedures outlined above.

E. Upon request, the District agrees to provide to the Association, a complete list of all licensed teachers, including each teacher's date of hire and areas of licensing;

F. Any "appeal" from the District's decision on layoff or recall pursuant to this article shall be by means of a grievance filed pursuant to Article 21 - Grievance Procedure. The decision of the arbitrator will be final and binding on all interested parties as long as the arbitrator's decision is within his/her jurisdiction.

## **Article 19 — Personal and Academic Freedom**

### **A. Personal Life**

The personal life of a teacher is not an appropriate concern or attention of the District, so long as it does not interfere with professional duties.

### **B. Citizenship**

Teachers shall be entitled to full rights of citizenship and no religious or political activities of any teacher or the lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such teacher, providing said activities do not violate any local, state or federal law.

### **C. Academic**

1. The District and the Association agree that academic freedom is essential to the fulfillment of the purposes of the District and acknowledge the fundamental need to protect teachers from any censorship or restraint which might interfere with their obligation to pursue truth in the performance of their teaching functions.
2. Such academic freedom shall be exercised within the appropriate course of study and for the age and maturity of the students.

## Article 20 — Maintenance of Classroom Control and Discipline

- A. A definition of the duties and responsibilities of all administrators, coordinators, supervisors and other personnel pertaining to student discipline shall be reduced to writing by the superintendent and presented to each teacher at the start of each school year.
- B. When, in the judgment of a teacher, a student requires the attention of the principal, assistant principal, special programs director, a counselor, psychologist, physician or other specialist, he/she shall so inform his/her principal or immediate supervisor. The principal shall arrange for a conference among himself, the teacher and appropriate specialist to discuss the problem and to decide upon appropriate steps for its resolution.
- C. The teacher shall maintain discipline and order within the classroom in accordance with the policy of his/her building. However, when in the judgment of a teacher a student is by his/her behavior seriously disrupting the instructional program to the detriment of other students, the teacher may exclude the student from the classroom until a conference can be arranged between teacher, student and administrator or counselor. If the disruptive behavior continues in defiance of the teacher's authority, the teacher may then refer the student to a higher authority for appropriate action as outlined in the definitions referred to in Section A of this article. The teacher shall be provided a written response of the action taken by the administration. Students who are eligible for services under IDEA and relevant state law may be removed from the class unless not allowable under state and federal law.
- D. A definition of the behavior expected from the student in his/her classroom shall be reduced to writing by the teacher. A copy of these standards shall be given each student at the beginning of the class term and shall be placed on file in the office.
- E. Recognizing that sharing ideas and discussing problems can promote consistency, the teacher shall be free to consult with the principal concerning discipline methods and situations in their classroom. Such consultation shall not be evaluated as a weakness on the part of the teacher.
- F. Continuously disruptive students should be referred to the principal or vice principal with a written account of the procedures taken in an effort to change his/her behavior to that time. This written account should include a description of the student's behavior, steps taken by the teacher and meetings with the counselor. The teacher shall be provided a written response of the action taken by administration on such student referral.
- G. An appropriate student disciplinary procedure shall be developed for each school building. The procedure shall be discussed to the building faculty for approval prior to its implementation.



## Article 21 — Grievance Procedure

### A. Definitions

1. A grievance is a claim by a teacher or the Association based upon the interpretation, application or violation of this Agreement.

Administrative decisions of alleged unfair or inequitable treatment affecting a teacher or group of teachers may be grieved to the Board level only. The Board's decision on such grievances is final and binding on the parties.

2. ***Grievant***

A "grievant" is the person or persons of the Association making the claim.

3. ***Party in Interest***

A "party in interest" is the person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve a claim.

4. ***Association***

The "Association" is the PRR Commission or its spokesperson as appointed by the PRR Commission.

5. ***Days***

As used in this article, "days" shall mean school workdays.

### B. Purpose

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

### C. Procedure

1. ***Level One - Principal or Immediate Superior***

- a. Within thirty (30) days following the act or condition which is the basis of the alleged grievance, the grievant shall discuss his/her grievance with

his/her principal or immediate supervisor, either individually or through the Association's grievance representative, or accompanied by another representative with the objective of resolving the matter informally.

- b. If the grievant is not satisfied with the disposition of the grievance, the grievant shall, within ten (10) days from the informal meeting with the principal or superior, submit a formal written grievance to his/her principal or superior.
- c. A teacher with a grievance concern or an alleged contract violation by either the superintendent or the Board may elect to start action at Level Two - Superintendent or Board of Directors of the grievance procedure.

2. ***Level Two - Superintendent or Board of Directors***

- a. If the grievant is not satisfied with the disposition of his/her grievance at Level One or if no decision has been rendered within five (5) days after the presentation of the grievance formally at Level One - Principal or Immediate Supervisor, he/she may file the grievance in writing to the Association within five (5) days after the decision at Level One or ten (10) days after the grievance was presented, whichever is sooner. Within five (5) days after receiving the written grievance, the Association shall refer it to the Superintendent of Schools.
- b. Within ten (10) days after receipt of the written grievance by the superintendent, the superintendent will meet with the aggrieved person and a representative of the Association in an effort to resolve it. The superintendent may notify the Board of Directors on the same day he/she received the written grievance so the Board of Directors, in lieu of the superintendent, can meet with the grievant and representative of the Association in an effort to resolve it. The superintendent will notify the grievant and the Association that the matter has been referred to the Board of Directors.
- c. Administrative Decision Grievances Only: Grievances filed over administrative decisions which remain unresolved at the superintendent's level may, within five (5) days after a decision by the superintendent or fifteen (15) days after the meeting with the superintendent, be referred to the Board of Directors.
- d. No later than the next regularly scheduled Board meeting following the receipt of the grievance, the Board shall allow time for the grievant and representative(s) to present their position. Within ten (10) days of this meeting, the Board shall issue its decision.

3. ***Level Three - Arbitration***

- a. If the grievant is not satisfied with the disposition of his/her grievance at Level Two or if no decision has been rendered within ten (10) days after he/she has first met with the superintendent, he/she may, within five (5) days after a decision by the superintendent or fifteen (15) days after he/she has first met with the superintendent, whichever is sooner, request in writing that

the Association submit his/her grievance to arbitration. If the Association determines that the grievance involves the interpretation, meaning or application of any of the provisions of this Agreement, it may, by written notice to the superintendent within fifteen (15) days after receipt of the request from the grievant, submit the grievance to binding arbitration. If any question arises as to whether a particular dispute involves the interpretation, meaning or application of any of the provisions of this Agreement, such question will first be ruled upon by the arbitrator selected to hear the dispute. Except as otherwise expressly provided in this Agreement, the arbitration will be conducted in accordance with the Voluntary Labor Arbitration Rules of the American Arbitration Association in effect at the time (herein referred to as the "AAA Rules").

- b. Within ten (10) days after such written notice of submission to arbitration, the superintendent and the Association will attempt to agree upon a mutually acceptable arbitrator and to obtain a commitment from such arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the ten (10) day period, a request for a list of arbitrators may be made to the Employment Relations Board (ERB) by either party. As soon as the list is received, the parties or their designated representative shall determine by lot the order of elimination and thereafter each shall, in that order, alternately strike a name from the list and the fifth and remaining name shall be the arbitrator
- c. The arbitrator so selected will confer with the representatives of the superintendent and the Association and hold hearings promptly and will issue his/her decision not later than thirty (30) days from the date of the close of the hearings or, if oral hearings have been waived, then from the date the final statement and proofs are submitted to him/her. The arbitrator's decision will be in writing and will set forth his/her findings of fact, reasoning and conclusions on the issues submitted. The arbitrator will be without power or authority to make any decisions which requires the commission of an act prohibited by law or which is in violation of the terms of this Agreement. The decision of the arbitrator will be submitted to the District and the Association and will be final and binding upon the parties.
- d. The costs for the services of the arbitrator, including per diem expenses, if any, and his/her travel and subsistence expenses and the cost of any hearing room will be borne equally by the District and the Association. All other costs will be borne by the party incurring them.
- e. Any information, material or testimony of witnesses not previously made known to each party prior to arbitration may not be used in arbitration.
- f. The names of any witnesses who will be used in arbitration must be made known to the other party seventy-two (72) hours prior to the first arbitration session.

D. **Rights of Teachers of Representation**

1. ***Teacher and Association***

Any grievant may be represented at all stages of the grievance procedure by himself/herself or, at his/her option, by a representative selected or approved by the Association. The Association's representative shall have the right to be present and to state its view at all stages of the grievance procedure, except that the grievant may choose to represent himself/herself at Level One.

2. ***Reprisals***

No reprisals of any kind shall be taken by the District or by any member of the administration against any party in interest, any representative, any member of the Association or any other participant in the grievance procedure by reason of such participation.

E. **Miscellaneous**

1. ***Time Limits***

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement. Also, if the request for informal review, at Level One - Principal or Supervisor, of the grievance is not made within thirty (30) days after the act or conditions on which the grievance is based became known the grievance shall be considered waived.

2. ***Year-End Grievances***

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

3. ***Group Grievance***

If, in the judgment of the Association, a grievance affects a group or class of teachers, the Association may submit such grievance in writing to the superintendent directly and the processing of such grievance shall be commenced at Level Two. The Association may process such a grievance through all levels of the grievance procedure even though the grievant does not wish to do so.

4. ***Group Grievance***

If a grievance arises from action or inaction on the part of a member of administration at a level above the principal or immediate superior, the grievant will submit such grievance in writing to the superintendent and the Association directly. The processing of such grievance will be commenced at Step Two. The Association may process such a grievance through all levels of the grievance procedure even

though the grievant does not wish to do so.

5. ***Writing Requirements for Grievances***

Written grievances as required herein shall:

- a. Be signed by the grievant or grievants;
- b. State the complaint;
- c. Contain a synopsis of the facts giving rise to the alleged violation;
- d. Cite the section or subsections of this Agreement alleged to have been violated;
- e. Contain the date of the alleged violation;
- f. Specify the relief requested.

6. ***Written Decisions***

Decisions rendered at Level One which are unsatisfactory to the grievant and all decisions rendered at Levels Two and Three of the grievance procedure shall be in writing setting forth the decision and the reasons therefore and shall be transmitted promptly to all parties in interest and to the Association. Decisions rendered at Level Three shall be in accordance with the procedures set forth in Section C, Paragraph 3 (c) of this article.

7. ***Separate Grievance File***

All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.

8. ***Forms***

Forms for filing grievances, serving notices, taking appeals, making reports and recommendations and other necessary documents shall be prepared jointly by the superintendent and the Association. These forms shall also be given appropriate distribution so as to facilitate operation of the grievance procedure.

9. ***Meetings and Hearings***

All meetings and hearings under this procedure shall be subject to the Public Meetings Law and shall include only such parties in interest and their designated or selected representatives, heretofore referred to in this article, unless the grievant requests an open hearing.

10. The Association and the grievant will be required to exhaust the grievance procedure set forth in this article, including arbitration, before seeking alternative remedies, provided that by doing so they will not be deemed to have waived or otherwise

prejudiced any constitutional, statutory or other legal rights that they may have.

11. For the purpose of assisting a teacher or the Association in the prosecution or defense of any contractual, administrative or legal proceedings, including but not limited to grievances and fair dismissal proceedings, the District shall permit a teacher access to and the right to inspect and acquire copies of his/her personnel file and any other files or records of the District which pertain to the teacher or any issue in the proceeding in question. A representative of the Association may accompany and assist the teacher in this regard. Confidential letters of reference secured from sources outside the school system may be excluded from the materials available for the teacher's inspection.

## **Article 22 — Complaint Procedure**

### **A. Procedural Requirement**

Any complaint regarding a teacher made to any member of administration by any parent, student or other person which does or may influence evaluation of a teacher shall, within five (5) working days, unless an extension of time is mutually agreed upon, be processed according to the procedure outlined in Section C below.

### **B. Right to Representation**

The teacher shall have the right to be represented by the Association at any meetings or conferences regarding such complaint.

### **C. Procedure**

#### **Step 1**

The principal or immediate supervisor shall meet with the teacher to apprise him/her of the full nature of the complaint.

#### **Step 2**

If the principal is not able to resolve the issue, the principal may attempt to arrange a teacher/complainant conference to resolve the complaint informally. If the complaint is unresolved as a result of this conference or no conference is held, the complaint will be reduced to writing, signed by the complainant, and a copy will be given to the teacher. The complaint will move to Step 3.

#### **Step 3**

Any written complaint unresolved under Step 2, at the request of the teacher or the complainant, shall be reviewed by the building principal or counterpart supervisor in an attempt to resolve the matter to the satisfaction of all parties concerned.

#### **Step 4**

Any written complaint unresolved at Step 3 may be submitted by the complainant or the teacher to the building principal or counterpart supervisor who shall forward a copy to the superintendent or his/her designee and the complainant.

#### **Step 5**

Upon receipt of the written complaint the superintendent or his/her designee shall confer with all of the parties.

***Step 6***

If the superintendent or his/her designee is unable to resolve a complaint to the satisfaction of all parties concerned, at the request of the complainant or the teacher he/she shall forward the results of his/her investigation along with his/her recommendation, in writing, to the Board and a copy to all parties concerned.

***Step 7***

After receipt of the findings and recommendations of the superintendent or his/her designee 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 or his/her designee shall not be followed. Copies of the action taken by the Board shall be forwarded to all parties.



## Article 23 — Sick Leave

- A. In accordance with Oregon law, teachers shall be granted ten (10) days' sick leave each year. Individual sick leave may be used for qualifying FMLA/OMLA leaves. A "day" is defined as the number of hours the employee normally works per day. Sick leave shall be credited to each teacher on the first day of the school year. In the case of teachers beginning service after the beginning of the school year, sick leave shall be prorated, beginning on the first day of service. Sick leave may be used for self, family members, or anyone living in the same household.
- B. Accumulation of unused sick leave shall be unlimited. Upon retirement, the District shall report to PERS the total of earned, unused sick leave for purposes of calculating the individual's retirement benefit.
- C. The District will permit a teacher to take up to seventy-five (75) days' unused sick leave accumulated in other Oregon districts. The accumulation shall not exceed that carried by the most recent employing district. However, unused sick leave transferred from another district shall not be effective until the teacher has completed thirty (30) working days in the new district.
- D. Absence due to pregnancy, whether because of miscarriage or other complications or because of a reasonable amount of time needed to prepare for and recover from a normal childbirth, shall be considered a personal illness. The teacher has the option of taking an unpaid leave in lieu of sick leave.
- E. At the teacher's option, the District shall deduct, from any sick leave payment made to an individual, amounts equal to benefits received by the individual under ORS 656.001 to 656.824, with respect to the same injury that gave rise to the sick leave. However, the deduction of sick leave shall not exceed an amount determined by taking the teacher's regular pay for the period less benefits received under ORS 656.001 to 656.824 divided by the individual's daily wage.
- F. Each teacher shall be notified quarterly of his/her accumulated sick leave.
- G. **Supplemental Sick Leave**  
Purpose: The purpose of supplemental sick leave is to provide a safety net for employees who face long-term illnesses or unforeseen medical emergencies that have exhausted sick leave and do not qualify for long-term disability or worker's compensation benefits. Beginning with the 2001-2002 school year bargaining unit employees shall be eligible to participate in supplemental sick leave.

Supplemental sick leave, administered by the District, is available to all licensed employees covered by the contract. Individual teacher participation is voluntary. Upon exhaustion of all applicable paid leaves, a member employee may apply to the District for use of up to fifteen (15) days of supplemental sick leave days in any one school year. The application for use of supplemental sick leave days shall be in writing and include an explanation of need with a physician's verification. The employee's request will be issued to the CEA membership anonymously and unit members may anonymously donate their own individual sick leave days by one-day increments for use by the requesting individual. If more days are donated than necessary for each request, days deducted will be in the order received. Each use of supplemental sick leave will be a separate request. All unit members have access to

supplemental sick leave.

## **Article 24 — Individual Paid Leaves**

### **A. Personal Leave**

1. Each licensed staff member shall be granted up to three (3) days of personal leave each year. Such leave will not be used during the first or last five instructional days of the school year without superintendent approval.
2. Licensed staff using personal leave shall provide at least one (1) days advance notice to their building principal or designated supervisor.
3. Absences shall be no less than half-day units.
4. Approval shall be granted by the building administrator unless a substitute is not available. Personal leave shall not be used on conference or in-service days unless approved by the principal nor as stated in A1 of this article.
5. The definition of "day" is the normal number of hours per day that the employee works. [A four (4) hour employee would earn four (4) hours, and the three (3) hour employee would earn three (3) hours.]
6. An employee may choose to “roll” their personal leave days into the next school year. At the beginning of each year the employee will be granted his/her three personal leave days, but at no time may the employee have more than six days saved for his/her use.

### **B. Professional Leave**

Professional leave with pay may be authorized by the District for attending educational conferences, school visitations for other purposes related to licensed staff member’s assignment. Prior approval by the building principal or designated supervisor is required and expenses will be reimbursed at the District's mileage, registration and/or conference fees including lodging. Salary will be paid at per diem rate if the conference/event falls on a regularly scheduled work day. If the conference/event falls on a non-scheduled work day, salary will be paid at a negotiated curriculum rate.

### **C. Association Leave**

The Association shall be granted twenty days of leave with pay, to be used by the Association representative(s) to attend conferences and other scheduled Association activities, provided the Association reimburses the District for the cost(s) incurred, by the District, to pay for a substitute teacher. However, no one member of the Association will be allowed to use more than ten (10) days each school year.

### **D.. Court Duty**

The District shall allow leave with pay for any Association member who is called for jury duty or who is subpoenaed to appear as a witness in a court case. This section does not apply to an Association member who is a plaintiff, defendant, petitioner, respondent, a personal representative, or guardian in a court case. Deviation from the above provisions shall be

made only with the approval of the Superintendent.

**E. Critical Leave**

1. An Association member who is faced with a crisis requiring immediate attention may be allowed to take up to five days of leave with pay during the school year. Critical leave shall be defined as such things as weather related incidents, fire, other natural occurrence or another emergency that would require the Association member to take immediate action to protect property or persons.
2. An Association member shall make all practicable efforts to notify the building administrator or designated supervisor of the need to take critical leave and seek approval of the administrator prior to taking critical leave.
3. The definition of a day is described in A5 in this section of Individual Paid Leaves.
4. An immediate family member shall be defined as including the following: members spouse or significant other, child, stepchild, parent, parent in-law, (or parent substitute), sibling, grandparent and grandchild to any degree of person living in the abode where the Association member lives.

**E. Bereavement**

1. An Association member may take up to five days of paid leave for the death of an immediate family member as defined above in E4. Additional days may be granted with permission of the superintendent.
2. An Association member shall be granted two (2) days per year bereavement leave with pay for persons not defined in E4 above. Additional days shall be subtracted from sick leave or have deductions equal to substitute's pay, whichever the employee shall choose.

**G. Other Paid Leave Options**

1. Extensions or other leaves with pay may be granted by the board of directors.
2. Leaves taken in the sections above shall be in addition to sick leave unless noted otherwise.

## **Article 25 — Unpaid Leaves of Absence**

### **A. Unpaid International and Federal Programs Leave**

An unpaid leave of absence of up to two (2) years may be granted by the Board to any teacher, upon application, for the purpose of participating in exchange teaching programs in other states, territories or countries; foreign or military teaching programs; Peace Corps, Teachers' Corp. or Job Corps as a full-time participant in such programs or a cultural travel or work program related to his/her professional responsibility provided such teacher states his/her intention to return to the District system. Upon return from such leave, a teacher shall be placed at the same position on the salary schedule as he/she was prior to taking the leave of absence.

### **B. Unpaid Professional Study Leave**

An unpaid leave of absence of up to two (2) years may be granted by the Board to any teacher, upon application, for the purpose of engaging in study at an accredited college or university reasonably related to his/her professional responsibility. Upon return from such leave, a teacher shall be placed at the same position on the salary schedule as he/she was prior to taking the leave of absence.

### **C. Unpaid Military Leave**

An unpaid military leave of absence will be granted by the Board to any teacher who shall be inducted, activated or shall enlist for military duty during any national or state emergency in any branch of the armed forces of the United States. Upon return from such leave, a teacher shall be placed at the same position on the salary schedule as he/she would have been had he/she taught in the District during such period.

### **D. Unpaid Association Leave**

An unpaid leave of absence of up to two (2) years may be granted by the Board to any teacher, upon application, for the purpose of service as an officer or its staff. Upon return from such leave, such teacher shall be placed at the same position on the salary schedule as he/she was before taking the leave of absence.

### **E. Unpaid Political Leave**

An unpaid leave of absence of up to two (2) years may be granted by the Board to any teacher, upon application, for the purpose of campaigning for or serving in a public office. Upon return from such leave, a teacher shall be placed at the same position on the salary schedule as he/she was prior to taking the leave of absence. Political leave shall be available no more than once during the teacher's employment with the District.

### **F. Parental Leave**

An unpaid leave of absence for an expectant parent will be granted by the Board at the request of the expectant parent. The commencement date and the termination date of such leave shall be determined by the expectant parent on the advice of his/her doctor.

### **G. Unpaid Personal Leave**

An unpaid leave of absence for one year may be granted by the Board to any teacher, upon application, for personal reasons. Upon return from such leave, the teacher shall be placed at the same position on the salary schedule as he/she was prior to taking the leave of absence.

All extensions or renewals of unpaid leaves shall be applied for and answered in writing by the Board.

**H. Return from Unpaid Leave**

All benefits to which a teacher was entitled at the time the unpaid leave of absence commenced, including seniority, unused accumulated sick leave, shall be fully restored to the teacher upon his/her return as if he/she had never taken said leave and the Board shall make every effort to assign the teacher to the same or substantially equal position the teacher held at the time said leave commenced.

The contract for the replacement teacher shall specify the duration of the position.

**I. Fringe Benefits**

During the term of unpaid leave granted pursuant to 25.A through 25.F of this article, the District shall continue to fully provide, at the said teacher's expense, with any fringe benefits available to active teachers as though the teacher was on active duty, if they are available. The one exception to the employee's obligation to pay for fringe benefits is when the District is required by state or federal law to maintain fringe benefits at no cost to the employee.

## **Article 26 — Dues and Payroll Deductions**

The District, upon appropriate authorization of the teacher, shall deduct from the salary of any teacher and make proper remittance for the following approved programs: savings bonds, annuity programs, insurance programs as provided under Article 27, CEA, OEA, NEA dues, credit union, UGN or other jointly approved programs.

## Article 27 — Insurance

- A. The district and the Association will determine which plans will be offered through OEBC. The medical insurance offerings will be ones that will keep the district from being adversely affected by any federal or state penalties, fees or fines.
- B. The District contribution for insurance for each full-time bargaining unit member shall be as follows:

2017 - 2018 The district shall contribute up to \$1,430 per month towards the purchase of insurance programs.

2018 - 2019 The district shall contribute up to \$1,465 per month towards the purchase of insurance programs.

The Association will choose OEBC insurance program plans based on the needs of its members and the contribution level of the District.

The Association and the District will create an insurance committee that will begin meeting no later than February 23, 2018 to discuss future insurance plans.

The Association and the District will have a limited re-opener on insurance and one language item each, for the remaining two years of the contract.

If at any point the State or Federal government eliminates the Affordable Care Act (ACA) and either the Association or the District feels they will be adversely impacted by the elimination of the ACA, then either party may request an immediate contract re-opener on insurance.

If at any point the State of Oregon eliminates the Oregon Education Benefits Board (OEBC) and either the Association or the District feels they will be adversely impacted by the elimination of the OEBC, then either party may request an immediate contract re-opener on insurance.

- C. For bargaining unit members employed less than full-time, the District shall contribute a pro-rata amount based upon the employee's actual hours worked in a week compared to a forty-hour work week.
- D. The District contributes monthly to the Health Savings Accounts of employees who enroll in a qualifying high deductible major medical plan an amount of the difference (if any) between the limit imposed by Federal Regulation (IRS Publication 969) and the negotiated District insurance cap. The District portion of the HSA contribution is either 1/12<sup>th</sup> of the employee's Federal annual limit in place as of September 15<sup>th</sup> or the balance remaining of negotiated monthly insurance cap after medical, dental and vision, LTD premiums have been deducted, whichever is less.

If the District's negotiated contribution to the employee's HSA is less than Federal limits, the employee may contribute the difference by payroll deduction.

The federal maximum contribution limit to an HSA depends upon whether the employee is



family-insured (two or more) or self-only insured.

Maximum contribution limits are subject to qualifying events (marriages, births, divorces, deaths) during the year and are adjusted accordingly in the month of the qualifying event.

The employee must demonstrate that they meet Federal Qualifications for participating in an HSA by providing proof of insurance for other insured family members, if any.

Employees may choose their own HSA carrier or choose the District's. Set-up costs, if any, are the responsibility of the employee. Employees must communicate their preference for a carrier if it is other than the District's choice.

Tax liabilities, if any, are the responsibility of the employee unless otherwise determined by law.

- E. 2016-2017, effective July 1, 2016, The District shall pay the employee's cost of Basic Life, AD&D and LTD each year.

## Article 28 — Professional Compensation

### A. Basic Salary

1. For 2017-2018, effective July 1, 2017, the salary schedule for the bargaining unit members shall be as indicated in Appendix A with a 2.0% increase on the base schedule, to be calculated with the index, which by this reference is made part of this contract.
2. For 2018-2019, effective July 1, 2018, the salary schedule for the bargaining unit members shall be as indicated in Appendix A with a 2.85% increase on the base schedule, to be calculated with the index, which by this reference is made part of this contract.
3. For 2019-2020, effective July 1, 2019, the salary schedule for the bargaining unit members shall be as indicated in Appendix A with a 2.25% increase on the base schedule, to be calculated with the index, which by this reference is made part of this contract.
4. For 2020-2021, effective July 1, 2020, the salary schedule for the bargaining unit members shall be as indicated in Appendix A with a 2.50% increase on the base schedule, to be calculated with the index, which by this reference is made part of this contract.

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The District shall pay the six (6) percent employee contribution required by ORS 238.200 and Section 32 of HB 2020. The full amount of required employee contributions paid pursuant to this sections (Article 28A) shall be considered a “salary” within the meaning of ORS 238.005 (20) and Section 1 (16) (b) (F) of HB 2020 with respect to PERS>OPSRP for the purposes of computing an employee members “final average salary” within the meaning of ORS 238.005 (8) and Section 10 of HB 2020, 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 or Section 32 of HB 2020, the parties agree that employee compensation has been reduced in order to generate the funds needed to make these employee contributions: the employer will file any required notices with the Public Employees Retirement Board.

### B. Policies Regarding Salary Schedule

1. Credit shall be awarded for teaching experience outside the District for a BA degree, BA+15, BA+30, BA+45 or more hours. In order for a year of experience to count for placement purposes, the employee must have worked one hundred thirty-five (135) days each year. No employee will be paid for more years’ experience than actually worked.
1. Teachers shall be paid on the 25th day of each month or on the last working day of the month, if the last working day of the month precedes the 25th day of the month.
2. Salaries will be paid in twelve (12) monthly installments. No advances will be made without Board approval. End-of-year payments will not be made until all work has been completed and records are filed. Teachers may elect to receive complete end-of-year

payment at the close of the school year.

3. Experience credit increment will be granted a teacher who, while under contract with this District, is drafted or called back into the military service. He/she will be granted yearly increment for that period of time he/she is fulfilling his/her military obligation only. The District will hold his/her position open providing he/she returns immediately to the District after receiving an honorable discharge or satisfactory release from service.
4. Changes one step vertically and one or more steps horizontally on the salary schedule shall be made by October 15. If an employee has been on the last step of his/her column for more than one (1) year prior to moving horizontally on the salary schedule, the employee will only receive one (1) vertical step upon moving to another column of the salary schedule. Employees will make every effort to provide the District with initial notice of completion by May 1. The District will accept any evidence the employee has indicating that the course was taken (e.g., grade reports, unofficial transcripts, payment receipts, etc.).

By October 15, the employee must provide an official transcript indicating satisfactory completion in order to qualify for horizontal movement on the salary schedule. If an official transcript is not available by that time a grade card or certificate of completion is acceptable. However, the employee must notify the District office prior to October 15 that a transcript has been ordered and will be delivered as soon as possible.

Courses qualifying for advancement on the salary schedule will include only:

- a. Upper division (300-400) level courses, fifth year or Master's Degree programs;
- b. Graduate college credit hours;
- c. Exceptions to the above, when approved in writing by the appropriate principal. In accordance with the provisions of Article 30.C, the principal shall have authority to exercise professional judgment regarding the approval or disapproval of courses submitted for advancement.
- d. The District shall not grant tuition reimbursement for any courses related to OEA Summer Leadership Academy or any other courses related to collective bargaining, processing grievances and analyzing budgets. Academic credit for any of these courses may not be used for salary schedule advancement.

C. Other

1. Teachers will be paid \$25.00 per hour for curriculum connected work and site committee work related to instructional improvement and staff development other than during work hours. Prior arrangement for approval of this work must be made in writing to an authorized district administrator. The response shall also be in writing.

Teachers who have received special training (excluding ALICE training) and are providing staff development to Coquille staff will be reimbursed \$100 for trainings that last 2:15 (two hours fifteen minutes) to 4:30 (four hours and thirty minutes) and \$250, for trainings that last more than 4:31 (four hours and thirty-one minutes) up to 8 hours. Each day of training will be paid at this rate.

Teachers, who receive special training and are providing staff development to districts outside of the Coquille School District, will be given a stipend equivalent to their actual hourly rate, for this additional work and responsibility. Since this extended responsibility requires additional preparation, the staff member providing the training will, in addition, receive an hour of paid prep time, for every two hours of scheduled staff development.

2. Teachers assigned to more than one building and required to provide their own means of travel, shall be paid an annual per diem of \$36, to be paid in a separate check prior to Winter Break. Teachers will not be required to maintain a mileage log to receive the mileage per diem.
3. When assigned duties of a teacher require the regular use of his/her personal car on school business, other than stated in C2 above, he/she shall be paid a monthly or quarterly amount based on the current state rate per mile as of July 1 of the school year for the estimated mileage.
4. Teachers being required to give up their preparation period time to supervise a class for a coach or any other teacher who may be leaving before the end of the school day for a game or like activity is disapproved by the District. In case of an emergency and a teacher is requested to cover for a teacher or coach, that teacher will be paid at the curriculum rate as stated in C1 above, for the time served. It is the intention of the District that this be used very rarely. Departure for extracurricular activities, as nearly as possible, will be delayed until school is out. In case of a long trip, a substitute will be hired to fill in for the coach or teacher leaving.
5. Teachers employed less-than-full-time shall be granted step increases as if they were employed full time. However, the teachers hired after July 1, 1991, in half-time or less positions shall be granted one (1) step increase for each two (2) years served.

Effective July 1, 2012 a STEP 14 and STEP 15 will be added to the CEA Salary Schedule and Index, applied to the last two columns, with the same % increase as the first 13 steps on the Salary Schedule and Index. A member currently on STEP 13 in the 7<sup>th</sup> or 8<sup>th</sup> column will be allowed to move to STEP 14 for the 2012 – 13 school year and to STEP 15 the following year.

#### **D. Retirement**

Teachers who resign their positions and activate Oregon PERS retirement during a contract year will be hired as temporary teachers for the remainder of that contract year. The following conditions will apply to these temporary teachers:

1. Accumulated sick leave through the end of the regular contract will be reported to PERS and deleted from the employee's personal account;
2. New sick leave will be credited to the term of the employee's temporary contract, at a rate of one (1) day per month. These days shall not be added to the accumulated total prior to retirement or counted toward any District/PERS retirement benefit;

3. Other contracted leaves will remain the same as of the retirement date;
4. Placement on the salary schedule will be the same in both contracts;
5. Compensation and individual payroll deductions will cease in June;
6. The employee's insurance package will continue through the September 30, following the month of retirement;
7. The positions will become vacant at the end of the school year.

E. Moving Reimbursement

New hires who relocate to our area for employment with the district, may be reimbursed up to \$1,500.

## **Article 29 — Professional Growth**

### **A. Payment of Incurred Expenses**

The District agrees to pay the tuition, mileage and per diem cost incurred in connection with any courses, workshops, seminars, conferences, in-service training sessions or other such sessions which a teacher is required or requested to take by administration.

### **B. In-Service, Workshops, Conferences, Programs**

The District and the Association agree to cooperate on the arranging of in-service courses, workshops, conferences and programs designed to improve the quality of instruction. In-service programs shall be conducted during the in-school teacher workday if teacher attendance is required.

### **C. Professional Growth Committee**

The Professional Growth Committee shall act upon each request from a teacher for reimbursement for courses, workshops, seminars, conferences and in-service training sessions. The principals shall have the authority to exercise professional judgment regarding the approval or disapproval of courses, workshops, seminars, conferences and in-service training sessions.

### **D. Professional Growth Regulation Governing Reimbursement for College Hours**

1. Twelve (12) term hours will be paid at the term hour rate at the time of registration at the Oregon system of higher education at which the course was taken.
2. No more than twelve (12) term hours per teacher per year will be reimbursed. Priority for reimbursement will be given to teachers who are satisfying state requirements. During the term of each yearly contract, the District will provide for 2015-2016, effective July 1, 2015, \$25,000 annually for tuition reimbursement. For 2016-2017, effective July 1, 2016 the District will provide \$30,000 annually for tuition reimbursement.
3. Courses qualifying for reimbursement as provided herein shall include only:
  - a. Upper division (400) level courses, fifth (5) year or Master's Degree programs;
  - b. Graduate college credit hours;
  - c. To be eligible for reimbursement, the teacher must submit to the District a valid copy of a transcript or grade card for the course(s) taken;
  - d. Claims must be made within eighteen (18) months of the date the class was completed.
  - e. The District shall not grant tuition reimbursement for any courses related to OEA Summer Leadership Academy or any other courses related to collective bargaining, processing grievances and analyzing budgets. Academic credit for

any of these courses may not be used for salary schedule advancement.

4. A teacher receiving tuition reimbursement shall be obligated to return to the District for one (1) year.
5. During the current teaching shortage the District may need to hire teacher(s) that have not completed a teacher training program and have been granted a Restricted Teaching License by TSPC. In these instances, the District may need to pay for their teacher training. The money for that additional training will not come out of the tuition reimbursement fund. The District will notify the Association president of new employees qualifying for this program.

Teachers on a Restricted License with no teaching experience will not qualify for the salary schedule. They will be paid \$36,995.

## **Article 30 — Fair Share Agreement**

- A. To assure that teachers covered by this Agreement are adequately represented by the Association, the District shall deduct an amount equal to one-twelfth (1/12) of the dues of the Association, including the OEA and NEA dues, each month for twelve (12) consecutive months from the pay of each teacher who is not a member of the Association, beginning with the paycheck for the month of September and remitted monthly as a fair share fee commensurate with the cost to the Association of collective bargaining and contract administration.
- B. Any teacher who has not requested payroll deduction of Association dues or who has not certified to the District that he/she has paid his/her dues directly to the Association, shall be subject to the provisions of this article. Such request for payroll deduction or certification of direct payment of dues shall be made by the fifteenth of September.
- C. The Association certifies that this Agreement is formally executed pursuant to the approval of a majority of all persons in this bargaining unit.
- D. The Association agrees to hold the District harmless against any and all claims, suits, orders or judgments brought against the District as a result of the provisions of this article.



## **Article 31 — Extended Contracts**

- A. Extended contracts will be given to teachers who can justify that an extension of their contract is necessary for the readiness of their program or the completion of their program, with the superintendent's approval and recommendation to the Board.
- B. Teachers on extended contracts will be paid 1/190th of their annual teaching salary per day for any extended contract work.
- C. Extended contracts may be granted upon approval of the superintendent and recommendation to the Board and may include but are not limited to the following:
  - 1. Counselors;
  - 2. Librarians;
  - 3. Vocational Teachers

## **Article 32 — Extra-Duty**

- A. Extra-duty compensation shall be as in Appendix B (attached).
- B. Extra-duty positions shall be funded and filled provided student and/or community interest justifies the continuation or establishment of such positions, in the judgment of the Board.
- C. Extra-duty positions may be added, deleted or changed, upon recommendation of the superintendent, subject to agreement by the Board.
- D. Acceptance of an extra-duty contract shall be voluntary and separate from the teaching contract.
- E. Evaluation of performance in the extra-duty position shall be done in a manner approved by the Board. Such evaluation shall apply only to the extra-duty contract.
- F. When using non-bargaining unit members to perform extra-duty responsibilities, the District is not bound by Appendix B and retains the right to establish the level of compensation

### Appendix A – Salary

- 2017 - 2018 Schedule
- 2018 - 2019 Schedule
- 2019 - 2020 Schedule
- 2020 - 2021 Schedule
- Add Step 17

### Appendix B – Index

- CEA Index

### Appendix C – Extra Duty

- 2017-2021 Schedule
- Update Stipends and add Mentors and Plus Program positions

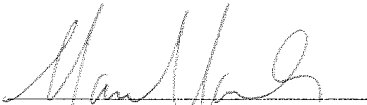
**Article 33 — Duration of Agreement**

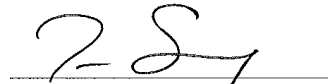
This Agreement shall be effective as of, **July 1, 2017** and shall continue in effect until **June 30, 2021**. In accordance with ORS 243.702, if either party is unable to perform to the terms of this Agreement, any or all parts of this Agreement shall be reopened for negotiation upon request by either party.

Executed this 17<sup>th</sup> day of May, 2017 by the undersigned officers with the authority of and on behalf of the Coquille Education Association and the Coquille Board of Education.

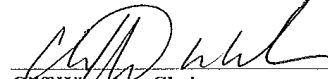
**Coquille Education Association**

**Coquille School District 8**

  
Maureen March, President

  
Tim Sweeney, Superintendent

  
Kayla Reents, Negotiations Chair

  
Cliff Wheeler, Chair

05-09-17  
Date

5/17/17  
Date

Coquille School District  
 Licensed Salary Schedule  
 2017/2018

	BA	BA + 15	BA + 30	BA + 45	MA BA + 60	MA + 15 BA + 75	MA + 30 BA + 90	MA + 45 BA + 105
STEP 1	37,219	38,349	39,478	40,609	41,737	42,867	43,996	45,126
STEP 2	38,708	39,837	40,967	42,097	43,226	44,357	44,383	46,615
STEP 3	40,196	41,325	42,455	43,586	44,715	45,845	46,974	48,103
STEP 4	41,684	42,815	43,944	45,075	46,203	47,333	48,463	49,592
STEP 5	43,174	44,303	45,433	46,563	47,691	48,822	49,951	51,082
STEP 6	44,662	45,793	46,921	48,051	49,180	50,310	51,441	52,570
STEP 7	46,151	47,281	48,409	49,540	50,670	51,800	52,929	54,058
STEP 8	47,640	48,769	49,898	51,029	52,159	53,288	54,417	55,592
STEP 9	49,128	50,259	51,387	52,518	53,647	54,776	55,906	57,036
STEP 10			52,876	54,006	55,135	56,265	57,395	58,525
STEP 11			54,367	55,494	56,625	57,753	58,884	60,014
STEP 12					58,113	59,242	60,373	61,502
STEP 13					59,603	60,732	61,861	62,991
STEP 14							63,350	64,479
STEP 15							64,838	65,967
STEP 16								67,457
STEP 17								68,946

CPI - 2.0%

Coquille School District  
 Licensed Salary Schedule  
 2018/2019

	BA	BA + 15	BA + 30	BA + 45	MA BA + 60	MA + 15 BA + 75	MA + 30 BA + 90	MA + 45 BA + 105
STEP 1	38,280	39,442	40,603	41,766	42,927	44,089	45,250	46,412
STEP 2	39,811	40,972	42,135	43,297	44,458	45,621	45,648	47,944
STEP 3	41,342	42,503	43,665	44,828	45,989	47,152	48,313	49,474
STEP 4	42,872	44,035	45,196	46,360	47,520	48,682	49,844	51,005
STEP 5	44,404	45,566	46,728	47,890	49,050	50,213	51,375	52,538
STEP 6	45,935	47,098	48,258	49,420	50,582	51,744	52,907	54,068
STEP 7	47,466	48,629	49,789	50,952	52,114	53,276	54,437	55,599
STEP 8	48,998	50,159	51,320	52,483	53,646	54,807	55,968	57,176
STEP 9	50,528	51,691	52,852	54,015	55,176	56,337	57,499	58,662
STEP 10			54,383	55,545	56,706	57,869	59,031	60,193
STEP 11			55,916	57,076	58,239	59,399	60,562	61,724
STEP 12					59,769	60,930	62,094	63,255
STEP 13					61,302	62,463	63,624	64,786
STEP 14							65,155	66,317
STEP 15							66,686	67,847
STEP 16								69,380
STEP 17								70,911

CPI - 2.85%

Coquille School District  
 Licensed Salary Schedule  
 2019/2020

	BA	BA + 15	BA + 30	BA + 45	MA BA + 60	MA + 15 BA + 75	MA + 30 BA + 90	MA + 45 BA + 105
STEP 1	39,141	40,329	41,517	42,706	43,893	45,081	46,268	47,456
STEP 2	40,707	41,894	43,083	44,271	45,458	46,647	46,675	49,023
STEP 3	42,272	43,459	44,647	45,837	47,024	48,213	49,400	50,587
STEP 4	43,837	45,026	46,213	47,403	48,589	49,777	50,965	52,153
STEP 5	45,403	46,591	47,779	48,968	50,154	51,343	52,531	53,720
STEP 6	46,969	48,158	49,344	50,532	51,720	52,908	54,097	55,285
STEP 7	48,534	49,723	50,909	52,098	53,287	54,475	55,662	56,850
STEP 8	50,100	51,288	52,475	53,664	54,853	56,040	57,227	58,462
STEP 9	51,665	52,854	54,041	55,230	56,417	57,605	58,793	59,982
STEP 10			55,607	56,795	57,982	59,171	60,359	61,547
STEP 11			57,174	58,360	59,549	60,735	61,925	63,113
STEP 12					61,114	62,301	63,491	64,678
STEP 13					62,681	63,868	65,056	66,244
STEP 14							66,621	67,809
STEP 15							68,186	69,374
STEP 16								70,941
STEP 17								72,507

CPI - 2.25%

Coquille School District  
 Licensed Salary Schedule  
 2020/2021

	BA	BA + 15	BA + 30	BA + 45	MA BA + 60	MA + 15 BA + 75	MA + 30 BA + 90	MA + 45 BA + 105
STEP 1	40,120	41,337	42,555	43,774	44,990	46,208	47,425	48,642
STEP 2	41,725	42,941	44,160	45,378	46,594	47,813	47,842	50,249
STEP 3	43,329	44,545	45,763	46,983	48,200	49,418	50,635	51,852
STEP 4	44,933	46,152	47,368	48,588	49,804	51,021	52,239	53,457
STEP 5	46,538	47,756	48,973	50,192	51,408	52,627	53,844	55,063
STEP 6	48,143	49,362	50,578	51,795	53,013	54,231	55,449	56,667
STEP 7	49,747	50,966	52,182	53,400	54,619	55,837	57,054	58,271
STEP 8	51,353	52,570	53,787	55,006	56,224	57,441	58,658	59,924
STEP 9	52,957	54,175	55,392	56,611	57,827	59,045	60,263	61,482
STEP 10			56,997	58,215	59,432	60,650	61,868	63,086
STEP 11			58,603	59,819	61,038	62,253	63,473	64,691
STEP 12					62,642	63,859	65,078	66,295
STEP 13					64,248	65,465	66,682	67,900
STEP 14							68,287	69,504
STEP 15							69,891	71,108
STEP 16								72,715
STEP 17								74,320

CPI - 2.50%

Effective July 1, 2017 a STEP 17 will be added to the CEA Salary Index and Appendix A, and applied to the last column, with the same % increase as the first 16 steps on the Salary Index.

### CEA INDEX

BA	BA+15	BA+30	BA+45	MA BA+60	MA+15 BA+60	MA+30 BA+90	MA+45 BA+105
1.00000	1.03035	1.06070	1.09105	1.12140	1.15175	1.18210	1.21245
1.04000	1.07035	1.10070	1.13105	1.16140	1.19175	1.22210	1.25245
1.08000	1.11035	1.14070	1.17105	1.20140	1.23175	1.26210	1.29245
1.12000	1.15035	1.18070	1.21105	1.24140	1.27175	1.30210	1.33245
1.16000	1.19035	1.22070	1.25105	1.28140	1.31175	1.34210	1.37245
1.20000	1.23035	1.26070	1.29105	1.32140	1.35175	1.38210	1.41245
1.24000	1.27035	1.30070	1.33105	1.36140	1.39175	1.42210	1.45245
1.28000	1.31035	1.34070	1.37105	1.40140	1.43175	1.46210	1.49245
1.32000	1.35036	1.38070	1.41105	1.44140	1.47175	1.50210	1.53245
		1.42070	1.45105	1.48140	1.51175	1.54210	1.57245
		1.46070	1.49105	1.52140	1.55175	1.58210	1.61245
				1.55140	1.59175	1.62210	1.65245
				1.59140	1.63175	1.66210	1.69245
						1.70210	1.73245
						1.74210	1.77245
							1.81245
							1.85245



Coquille School District  
Appendix B Extra-Duty Schedule

**High School**

<u>Head Coach</u>	
Football	\$4,750
Volleyball	\$4,750
Cheerleading	\$4,750
Wrestling	\$4,750
Girls Basketball	\$4,750
Boys Basketball	\$4,750
Track	\$4,750
NF Golf	\$ 850
NF Cross Country	\$ 850
NF Girls Soccer	\$ 850
NF Boys Soccer	\$ 850
NF Baseball	\$ 850
NF Softball	\$ 850

<u>JV and/or Assistant Coach</u>	
JV Football	\$3,200
JV Volleyball	\$3,200
JV Wrestling	\$3,200
JV Girls Basketball	\$3,200
JV Boys Basketball	\$3,200
JV Track	\$3,200
Assistant Football	\$ 400
Assistant Track	\$ 400
NF Cross Country	\$ 400
NF Girls Soccer	\$ 400
NF Boys Soccer	\$ 400
NF Baseball	\$ 400
NF Softball	\$ 400

Band Director	\$5,000
Knowledge Bowl	\$2,000
Annual	\$2,300
Key Club	\$1,300
Jr/Sr Advisor	\$1,600
Fresh/Soph Advisor	\$1,300
Voc Program Advisor	\$1,300
NHS	\$ 750
OSSOM	\$ 750
Drama	\$3,000
Student Government	\$1,750
Debate Team	\$1,300
Model United Nations	\$1,300
Detention Monitor	\$1,500
Mentor	\$1,000

## Junior High

<u>Head Coach</u>	
Football	\$2,800
Volleyball	\$2,800
Wrestling	\$2,800
Girls Basketball	\$2,800
Boys Basketball	\$2,800
Track	\$2,800
NF Cross Country	\$ 850
Assistant Track	\$ 400
Leadership	\$1,150
PLUS Program Coordinator	\$2,000
Knowledge Bowl	\$2,000
Mentor	\$1,000

## Elementary School

PLUS Program Coordinator	\$3,500
PLUS Program	\$1,500
Mentor	\$1,000

## Alternative School

Adjunct Teacher I	\$ 250
Adjunct Teacher II	\$1,500
Summer School Teacher	\$ 800
Mentor	\$1,000