

AGREEMENT

between

Brookings-Harbor School District 17C

and

Brookings-Harbor Education Association

for

2014 – 2017 School Years

Nondiscrimination

The provisions of this contract shall be applied equally to all members without discrimination as to age, marital status, race, color, sex, religion, union affiliation, national origin or handicap unless based on a bona fide occupational qualification. The Association shall share equally with the District the responsibility for applying the provisions of this Agreement. Inasmuch as there are other means available to an individual to seek relief from a complaint based on any of these issues, the final appeal through the grievance procedure of this contract shall be with the School Board. It is understood that all reference to the male gender in this Agreement refer equally to both male and female employees.

TABLE OF CONTENTS

PREAMBLE	3
Article 1 – RECOGNITION	4
ARTICLE 2 - NEGOTIATIONS PROCEDURE	5
ARTICLE 3 – DISTRICT FUNCTIONS	6
ARTICLE 4 - LENGTH OF CONTRACT YEAR	8
ARTICLE 6 – WORKING CONDITIONS	14
ARTICLE 8 – PERSONAL AND ACADEMIC FREEDOM	19
ARTICLE 9 – RESPONSIBILITIES AND DISCIPLINE	20
ARTICLE 10 – 21ST CENTURY COUNCIL	21
ARTICLE 11 – RIGHTS OF EMPLOYEES	22
ARTICLE 12 – DISCIPLINE AND DISCHARGE	23
ARTICLE 13 – GRIEVANCE PROCEDURE	24
ARTICLE 14 - COMPLAINT PROCEDURE.....	29
ARTICLE 15 –STAFF EVALUTION.....	30
ARTICLE 16 – PERSONNEL FILES.....	32
ARTICLE 17 – VACANCIES, PROMOTIONS AND TRANSFERS	33
ARTICLE 22 – ADDITIONAL PROVISIONS	54
ARTICLE 23 – JOB SITE STUDENT MENTORING PROGRAM.....	56
BROOKINGS HARBOR SCHOOL DISTRICT 17C	63
EXTRA DUTY SALARY SCHEDULE	63

PREAMBLE

This Agreement is entered into between the Board of Education on behalf of the Brookings-Harbor School District 17C, Curry County, Oregon, herein referred to as the "District," and the Brookings-Harbor Education Association, herein referred to as the "Association." The District recognizes the Association's right to affiliate with any union or association it so desires; currently the Association is affiliated with the Oregon Education Association (OEA), and the National Education Association (NEA).

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 employment relations for employees included in the bargaining unit.

Article 1 - RECOGNITION

The District recognizes the Association as the sole and exclusive bargaining representative for all employees of the Brookings-Harbor School District, excluding the Superintendent, principals, vice-principals, supervisory and confidential employees as defined by ORS 243.650 (23) and (6), employees required by law to be licensed by the Teacher Standards and Practices Commission who work less than twenty (20) hours per week, substitute employees and temporary employees.

For purposes of this agreement temporary employees are defined as:

1. Licensed employees hired to fill bargaining unit positions that were vacated after the start of the school year.
2. Classified employees working in bargaining unit positions sixty (60) consecutive workdays or less. Classified employees working in temporary positions for more than sixty (60) days shall not be covered by Article 20.

All new classified employees will be probationary for 100 of their assigned workdays or until results of the required fingerprinting are returned to the District whichever occurs later. A determination of employment eligibility will be based on the results.

If any District policies, rules, or regulations are in conflict with this Agreement, the specific terms of this Agreement shall be controlling as they apply to this bargaining unit.

There shall be two (2) signed copies of the final Agreement for the purpose of records. One (1) shall be retained by the District and one (1) by the Association. Within one (1) month of ratification of this Agreement by both parties, the District agrees to print sufficient copies of this Agreement to be distributed to all bargaining unit members and shall provide contracts to new employees when they begin work.

ARTICLE 2 - NEGOTIATIONS PROCEDURE

- A. This Agreement shall continue in full force and effect for successive school years unless the Association or the District serves notice upon the other, by February 1 of the year in which this Agreement expires, of its desire to renegotiate the Agreement.
- B. This Agreement shall not be modified, except by mutual written agreement of the parties.
- C. Length of Agreement. The length of this Agreement shall be for 3 years: July 1, 2014 - June 30, 2015; July 1, 2015 - June 30, 2016; July 1, 2016 - June 30, 2017.

ARTICLE 3 – DISTRICT FUNCTIONS

- A. It is recognized that the District has the rights and responsibilities to operate and manage the school system and its programs, facilities, properties and school activities of its employees except as specifically provided in this Agreement.
- B. Without limiting the generality of the foregoing (paragraph A), it is expressly recognized that the District’s operations and managerial responsibility includes:
 - 1. The right to determine location of the schools and other facilities of the school system, including the right to establish new facilities and relocate or close old facilities.
 - 2. The determination of the financial policies of the District, including the general accounting procedures, inventory of supplies and equipment procedures and District public relations.
 - 3. The determination of the management, supervisory or administrative organization of each school or facility in the system and the selection 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 District or other governmental unit is involved.
 - 6. The right to enforce the policies, the rules and the regulations now in effect and to establish new rules and regulations from time to time not in conflict with this Agreement.
 - 7. The direction, transfer and assignment of all the working forces in the system, including the right to hire, suspend or discharge.
 - 8. The creation, combination, modification or elimination of any position(s).
 - 9. The determination of the size of the working force, the allocation and assignment of work to employees, the determination of policies affecting the selection of employees, and the establishment of quality standards and judgment of employee performance.

10. The determination of the processes, techniques, methods and means of teaching and the subjects to be taught through mutual cooperation.
11. The right to schedule classes and assign work leads and to select textbooks, teaching aids and materials through mutual cooperation.

Nothing in this contract shall restrict the District's right to contract or subcontract out bargaining unit work and/or work currently being performed by members of the bargaining unit. This reserved right is without qualification; there is no District obligation to bargain as to any contracting or subcontracting decision and the impact thereof. This is understood to be a waiver of the right to demand decisional and impact bargaining.

The Association and the District shall have no obligation to negotiate on any subject during the term of this Agreement except as specifically provided by this contract or by law.

ARTICLE 4 - LENGTH OF CONTRACT YEAR

- A. **School Calendar.** It is recognized that the District has the responsibility to set the annual school calendar. The proposed calendar shall be submitted to the Association for comment prior to the final action taken by the Board to adopt the calendar.
- B. **Basic Contract Year - Licensed Staff.** The basic contract year for teachers shall consist of 192 days. Should the state mandate additional days, they shall be added at the daily rate of the current salary schedule. Teachers new to the District shall have an additional paid in-service day prior to the first day of the contract year.
1. 180 classroom days.
 2. Two days (2) District-directed pre-school in-service days (at least two (2)) full work days of classroom prep time.
 3. One (1) work day will be provided at the end of each quarter.
 4. Seven (7) holidays (Labor Day, Veteran's Day, Thanksgiving Day, day after Thanksgiving, Martin Luther King Day, Memorial Day, President's Day).
 5. The state-wide in-service day (in October) shall be a paid contract day. However, employees interested in attending a state-wide in-service program shall be able to attend if the training is relevant to their position and substitutes are available.
- C. The District agrees to make every effort to schedule school breaks for vacation periods of approximately a week between Christmas and New Year's Day, and five (5) consecutive days in the spring.
- D. The District intends to maintain a full calendar for the 2014-2015, 2015-2016, and 2016-2017 school years. If in any given school year, the Board believes the general fund's ending fund balance will fall below 5% based on the January 31 expenditure by object report, the Board and the BHEA will come together to examine finances and determine how many days, if any, will be reduced. Bargaining shall begin no later than February 15 under ORS 243.712, however, initial bargaining shall last no more than 30 days with no less than three sessions unless the parties reach agreement prior to the third session. However, the three sessions must be completed within 30 days of the February 15th start date. Should the parties go to mediation, one mediation session shall meet the statutory requirement for bargaining over the reduction of days unless two can be scheduled within the fifteen days.

E. Holidays - Classified

1. Full Year Employees

- a. Independence Day (July 4)
- b. Labor Day (1st Monday in September).
- c. Veterans' Day (November 11).
- d. Thanksgiving Day (4th Thursday in November).
- e. Day after Thanksgiving Day (Friday)
- f. Christmas Day (December 25)
- g. One day during the scheduled winter break.
- h. New Year's Day (January 1).
- i. Martin Luther King Day.
- j. Presidents' Day (3rd Monday in February).
- k. Memorial Day (last Monday in May).

2. All Others

- a. Labor Day (1st Monday in September).
- b. Veterans' Day (November 11).
- c. Thanksgiving Day (4th Thursday in November).
- d. Day after Thanksgiving (Friday).
- e. Martin Luther King Day.
- f. Presidents' Day (3rd Monday in February).
- g. Memorial Day (last Monday in May).

F. Holiday Pay

For the employee to be eligible for holiday pay, he/she must have worked the day immediately before and the day immediately after, be on some form of authorized paid leave on those days or on family medical leave (FMLA/OFLA).

G. Licensed Staff Midyear Retirements

In order to minimize disruption for students the District may employ retiree(s) for the remainder of the year. The following conditions will apply:

1. The retiree will be issued a temporary contract. Notwithstanding that the retiree is on a temporary contract, he/she will be covered by the terms and conditions of the collective bargaining agreement except as specifically modified in this section.
2. The district will pay the retiree on a monthly basis at the per diem rate based upon the annual salary of the retiree at the date of retirement.

3. The retiree shall not be covered by Article 18 – Leaves, except that the retiree shall accumulate one (1) day of sick leave per month for each full month worked after the date of retirement, which may be used for appropriate illness or injury during the period of temporary contract.
4. The District shall continue to provide medical insurance only for the retiree pursuant to Article 19 – Compensation through the last day of the month in which the temporary contract expires.
5. The retirement shall not create a vacancy under Article 17, Section A of this agreement.
6. The retiree shall be employed in the temporary position only until the end of the school year in which he/she retired. The position filled by the retiree shall be posted as a vacancy no later than the end of the school year.

H. Rehiring of Retirees

All positions vacated by the retirement of employees that are going to continue the following year shall be posted internally and externally. In the event that a position is posted and no licensed applicants who are qualified, in the judgment of the District, apply, applications from retired teachers may be accepted and the candidate(s) may be interviewed for certified positions. If the District deems it necessary and the retired employee is willing, a retired classified employee may be hired for one year only. Should the District decide to hire a retiree, the following provisions shall apply:

1. The retiree shall be hired under a one-year contract and shall be a member of the bargaining unit covered by the terms and conditions of the collective bargaining agreement except as specifically modified in this section.
2. The retiree shall be paid at his/her appropriate rate of pay with no break in service. However, the retiree shall not carry-over his/her seniority.
3. The retiree shall not carry-over his/her sick leave accumulated at the time of retirement, but shall accumulate one (1) day of sick leave per month.
4. The District shall continue to provide medical, dental, and vision for the retiree equal to other employees. No other insurance benefits will be provided.
5. The District shall not be obligated to pay or forward payments to PERS or OPSRP for the retiree who is already eligible to draw PERS/OPSRP benefits.

ARTICLE 5 – WORKING HOURS

- A. 1. **Teaching Hours:** Licensed staff working hours shall be for seven and three-quarters (7 $\frac{3}{4}$) hours per day, inclusive of the thirty (30) minute duty-free lunch period. Beginning and ending times for each building may vary from building to building. Should an employee's schedule vary from the rest of the staff, the hours worked shall be contiguous. Licensed staff shall receive at least seven (7) days advance notice if building hours are to change.
2. **Extended Assignment:** By mutual agreement between the employee and the District, employees may accept assignments to teach a "zero period" (prior to the start of the regular school day) or during their preparation period. The District may not unilaterally assign a teacher to teach during a zero period or during his/her prep period, and the teacher shall not be entitled to a continuation of such an extended assignment from academic term to academic term. The parties agree that an individual may not be assigned both a zero period and a teaching period in lieu of preparation time.

When the District and an employee agree to such an extended assignment, the teacher shall be compensated at his/her hourly rate for the additional assigned period. On mutual agreement of the District and the employee, the teacher may be scheduled to leave early, but such arrangement shall not excuse the teacher from attending scheduled staff meetings.

3. On days preceding holidays and vacations, the licensed staff shall be able to leave when the last bus leaves all schools
4. Licensed staff is required to attend certain building and District meetings. Licensed staff shall be given prior day written notice if those meetings are expected to last 15 minutes past contract time. Staff meetings which last beyond the school day will not result in working more than a total of one hour beyond the work day per month. Each building may also schedule in-service time up to forty-five minutes per month beyond the work day in addition to staff meetings. The Administration will develop in-services with input from building staff representatives; The administration will consult with the staff in developing the in-services.

Note: the limitation on time spent at general staff meetings beyond the regular day is not intended to include other committee meetings or team meetings not called by the administration that are necessary and may occur outside the regular work day.

- B. **Duty-Free Lunch.** All licensed staff shall be entitled to a duty-free, uninterrupted lunch period of thirty (30) minutes. Licensed staff may leave the building during their scheduled duty-free lunch period.
- C. **Assigned Duties.** All licensed staff are expected, as part of the teaching contract, to assist with these activities during regular building hours.
1. School activity sponsorship;
 2. School supervisor;
 3. Faculty study groups;
 4. Assigned duties at games;
 5. Assignment as supervisor of school sponsored social activities.
- D. **Preparation Time.** Teachers shall have the following preparation time during the teacher workday:
1.
 - a. Grades K- 5: A minimum of 50 continuous minutes preparation per day will occur; however, if less than five (5) minutes is lost due to travel schedules between buildings, no grievances can be filed. There will be one 15 minute a.m. student recess, and one ten (10) minute afternoon recess exclusive of the lunch period for grades K-3 and there will be one 15 minute student recess, exclusive of the lunch period for grades 4-5. Teachers shall not be required to supervise students during recess periods. When students are released at 2:00 pm, instructional assistants will continue to work until 3:15, excluding any scheduled breaks.
 - b. Grade 6 – 12: Prep time shall be a minimum of one student class period per day. On days when students do not attend for a full day the period shall reflect the length of the student class period on that day.
 2. The above preparation time provisions do not apply on early release days. However, prorated prep time will be given.
- E. **Learning Communities:** The opportunity for Professionals to consult with each other regarding best practices and evaluate the success of current programs for meeting the needs of students is vital. Toward that end the District will work to create and maintain successful, valuable learning communities:
1. The administration will consult with the staff regarding work on in-service days. Expansion of meeting times beyond the scheduled time will be by

consensus agreement of the PLC team. Under no circumstances can the team leader mandate meetings beyond the schedule.

2. During mandated staff training or planning, the activity will be held in the location where the equipment and materials are most readily accessible.
 3. An annual end of the year survey will be conducted in each building to evaluate the success of professional development time and make recommendations for the following year.
- F. **Loss of Preparation Time.** Teachers who are directed by the administration to substitute for other teachers during their preparation time shall be paid at the hourly rate of the certified base step. Teachers shall be compensated for loss of preparation time while supervising their own class.
- G. **Eating and Rest Periods (Classified).** Except in emergencies, each full-time classified employee shall receive an uninterrupted period of time for the purpose of eating during or near the midpoint of each employee's work period, of at least one-half (1/2) hour. Such period shall be without pay. Each classified employee shall receive a fifteen (15) minute break during each four (4) hour period of consecutive service. Such rest period shall be designated by the employee's immediate supervisor, and shall be with pay.
- H. **Overtime Equalization (Classified).** Reasonable effort shall be made to share overtime within the respective classifications with the understanding that individuals working within a work site will share overtime within that site whenever possible. Overtime work not normally assigned by site shall be open to all qualified employees. All overtime must be approved in advance by the building principal, supervisor, or other manager who is not a member of the Association.
- I. **Pay For Days Worked (Classified).** Except for designated paid holidays, classified employees will not be paid for any day on which no work is actually performed.
- J. **Extra Duty Assignments (Classified).** The District will make a good faith effort to assign extra duties that arise from time to time on an approximately equal basis among members in the respective classification in which such work arises; provided that, the District shall have no obligation to assign extra work to a member if such an assignment conflicts with the member's regularly scheduled hours of work, or will obligate the District to pay overtime to the member when such work can be assigned to another member without creating such an obligation. Members may not trade extra work assignments.

ARTICLE 6 – WORKING CONDITIONS

- A. **Teaching Materials and Equipment.** The District recognizes that appropriate curriculum, texts, library reference materials, maps and globes, laboratory equipment, audio-visual equipment, art supplies, athletic equipment, current periodicals, standardized tests and questionnaires, and similar materials are the tools of the teaching profession. Teachers will have access to these materials as needed. Interested members will be allowed to participate in the building budgeting process for the selection of materials and equipment with the results reported to staff. These meetings are necessary and will begin during the work day and may extend beyond the regular work day. These budget meetings will be without additional compensation.
- B. **Inclement Weather.** On regularly scheduled student-teacher contract days when students are not required to attend school because of inclement weather, licensed staff will not be required to report. Such days not worked shall be without loss of pay; however, the District may, at its discretion require that the same number of days lost be made up at some later time in the school year without payment of additional monies. Any member required to report to work by the Superintendent shall be compensated for time worked.
- C. **Professional Reference Library.** The District and the Association recognize the important of continuous use of adequate teaching reference materials in maintaining a high level of professional experience. Within budgetary limitations, professional periodicals and books shall be selected by the members, approved by the principals, and housed at a central location in each of the three buildings.
- D. **Duplicating Facilities.** The District agrees to make available in each school typing and duplicating facilities to aid members in the preparation of instructional materials. Duplicating equipment in the District shall be available for preparation of instructional materials.
- E. **Miscellaneous Facilities.** The District shall make available in each school a lunchroom, restroom and telephone facilities for members' use.
- F. **Safe Working Conditions.** Each member shall immediately report any unsafe or hazardous condition to the member's supervisor. Upon request of the member, the District shall provide a written response to the member specifying the action the District proposes to take in response to the report. No member shall be required to work in a situation that the District has identified as unsafe or to perform tasks that the District agrees would be dangerous or hazardous to his/her health or well-being.

G. **Lead Teacher:** At its discretion the District may fill and assign “lead teacher” positions within the following parameters:

1. The purpose of a “lead teacher” position shall be to provide an identified substitute for the administrators in instances where they are out of the building and where the “lead teacher” assignment is activated. The designated “lead teacher” shall only be considered assigned to and working in his/her “lead teacher” assignment when: (a) all the administrators are out of the building and (b) the assignment has been pre-approved by the District Office, or is approved in an emergency circumstance.
2. A teacher’s acceptance of, and continuation in a “lead teacher” position shall be voluntary and the teacher shall not be entitled to continuation of the “lead teacher” assignment from academic term to academic term. If a teacher wishes to resign from a “lead teacher” position, the resignation shall take effect at the end of the current academic term, provided the employee has given two weeks (14 calendar days) notice to the District.
3. A “lead teacher” shall remain a member of the bargaining unit and as such shall not be assigned any activity or duty that would endanger his/her status as a bargaining unit member, including, but not limited to, participating in the evaluation of other employees.
4. The District shall reimburse the “lead teacher” for reasonable pre-approved expenses related to attending meetings or training outside the District directly related to his/her assignment as a “lead teacher.” If the District directs the “lead teacher” to work beyond his/her normal work year and/or workday, on “lead teacher” related duties, the teacher shall be compensated at his/her hourly rate.

H. **Assignments.**

1. Licensed staff who are employed by the District during any given year shall be notified in writing of their assignments for the ensuing year as soon as possible, but not later than the end of the current school year, except in extenuating circumstances.
2. Classified employees who are employed ten (10) months or less by the District during any given year shall be notified in writing no later than May 30 of the District’s intent to continue their employment in the fall. This notification shall include the position at which they will be employed, the number of days and hours during the day they will work, and they shall be given their starting dates and ending dates for the next school year, except in extenuating circumstances.

3. Members newly hired prior to the beginning of any school year shall be notified in writing of their assignments at the time of hire, except in extenuating circumstances.
 4. The District retains the right to change an employee's assignment in order to meet educational and program needs. The District recognizes it takes multiple years in an assignment to become proficient. Every effort will be made to keep teachers in their assigned positions.
 5. The District shall notify employees no later than September 1 of each year as to which days will be required work days.
- I. **Preparation Limits.** The District shall make a reasonable effort to limit subject preparations for teachers to not more than three (3) for members in grades 7-12.
 - J. The District will make an effort to keep class size within the limits of good teaching practices and the capacity of District classrooms. When student transfers need to be made within the school year, reasonable efforts will be made to evenly distribute transfer students to try and balance class size. Teachers will receive reasonable notice prior to a transfer (excluding new students). Administrators will make every effort for equitable distribution of students according to their educational needs and the safety of students.
 - K. When a request for transfer is made because of a conflict, every reasonable effort will be made to bring those involved together to resolve the issue prior to a transfer. Should the determination that a mid-year transfer will occur, both teachers will receive a notice of transfer no later than the end of work on the day prior to the actual transfer.
 - L. **Staff Training.** When regular education teachers receive special needs students, they are encouraged to seek training through the administration.

ARTICLE 7 – TRANSPORTATION MATTERS

- A. **District-Owned Vehicles.** Members shall use District-owned vehicles for field trips or other business of the District when such vehicles are available. If a District vehicle is not available, the member may, with the advance approval of the building principal or the member's immediate supervisor, use a personal vehicle for such purposes. Members shall be compensated for pre-approved use of their personal vehicle at the Internal Revenue Service rate.
- B. **Pupil Transportation.** Members shall not be required to use their personal vehicles or any other private vehicle for the transportation of students.
- C. **Reimbursement of Travel Expense.** Members required, in the course of their work to drive personal automobiles from one school building to another, shall receive a car allowance at the current Internal Revenue Service rate.
- D. When any daily bus run is open, it first shall be offered to current employees through a seniority bidding system, with the most senior driver bidding receiving the bus run. Runs shall be deemed open when (a) a vacancy is created by termination; (b) the District creates a new run, and/or (c) changes an existing run by increasing or decreasing the duration of the run by twenty percent (20%).
- E. The District may establish additional criteria which must be met relative to the special education bus. These criteria must be related to the efficient operation and legal requirements of said vehicles. The District shall provide training to those requesting it to meet the established criteria upon request.
- F. All bus drivers called in to work for the purpose of driving shall be paid a minimum of three (3) hours at their assigned rate within the collective bargaining agreement.
- G. All drivers called in for training or informational meetings shall be paid a minimum of two (2) hours' pay unless the training occurs immediately before or after their assigned work schedule.
- H. Standby Time shall be defined as on duty time (engaged to wait, not released) and shall be paid at the prevailing minimum wage plus three dollars (\$3.00) per hour. Drivers on stand-by time may be assigned other duties by the District, but if so assigned, shall be paid for the duration of the assigned other duty at his/her regular hourly pay rate. Once a driver has been released from duty for the day, if that driver is recalled to duty and it has been less than an hour since his/her release from duty then that time (up to one hour) shall be paid as standby time.
- I. Layover time shall be defined as off duty (waiting to be engaged, released) such as when a driver is required to be away overnight but is not actually driving or on standby for duty. Such time shall not be compensated except for expense of food

and lodging in accordance with established Board policy. On an overnight trip when the driver will not receive at least seven and a half (7.5) hours of work, the driver will be paid at the standby time rate for the portion of seven and a half (7.5) hours in a given day not spent driving.

- J. Drivers on trips not a part of their normal route will be compensated at their hourly rate for driving time.
- K. Drivers will be reimbursed at rates established by the District for their meal expenses incurred while providing transportation for field trips, in accordance with Board policy.
- L. Physical examinations required of drivers by the District shall be reimbursed at the rate established by the District.

ARTICLE 8 – PERSONAL AND ACADEMIC FREEDOM

- A. **Academic Freedom.** Freedom shall be guaranteed to members in the study, investigation, presentation and interpretation of facts and ideas concerning man, human society, the physical and biological world, and other branches of learning, subject to accepted standards of professional responsibility with due regard to the maturity level of the student, its relevancy to the curriculum or subject matter being taught in the course, its relevancy to the education and instruction of the child, District rules and policies, and the laws of the State of Oregon. The right to academic freedom herein established shall include the right to support or oppose political causes and issues within the confines of state law and School Board policy.
- B. **Citizenship.** No religious or political activities of any member, or the lack thereof, shall be grounds for any discipline or discrimination with respect to the professional employment of such member, providing said political activities do not violate any local, state or federal law which would make the member subject to dismissal.
- C. **Curriculum.** Members shall have the responsibility of following the District prescribed curriculum.
- D. **Personal Life.** The personal, religious or political activities of the member are not an appropriate concern of the District, as long as such activity does not result in the conviction of a felony or interfere with the member's contractual work responsibilities.

ARTICLE 9 – RESPONSIBILITIES AND DISCIPLINE

- A. **Special Assistance.** When, in the judgment of a member, a student requires the attention of a specialist, the member shall so inform the principal or other designated administrator and shall complete the appropriate referral forms. The principal or other designated administrator shall be responsible to see that any such referral is dealt with within a reasonable period of time. Upon request, the member shall be provided a written response of the action taken on the referral.
- B. **Disruptive Students (on school grounds).** When, in the judgment of a member, a student's behavior is seriously disrupting the instructional program to the detriment of other students and the removal is not inconsistent with the District's obligations under state or federal law, the member may temporarily exclude the student from the classroom, or activity, immediately notify the office of such exclusion, and refer him/her directly to the school office. The member shall immediately notify the office and state the reasons for such action. When a member has removed a student and referred him/her to the office, the administration will determine any necessary outcome of any said referral. Students will receive an appropriate consequence as outlined in each building's student handbook. It shall be clear that any long form referral and the removal of the student from the learning environment implies that a serious offense has taken place and administrative intervention is necessary. The administration will notify the teacher of the disciplinary action taken. During the period of exclusion, the student shall not be the responsibility of the member unless otherwise specified.
- C. **Disruptive Students (in transit).** Bus drivers shall promptly report to the building principal or the principal's designee incidents of disruptive student behavior that occur during transport of students. If, in the judgment of the driver, a student's conduct is so disruptive as to threaten the safety of other riders, the driver shall notify the building principal or designee of such conduct. The building principal or other designated administrator shall, as soon as possible, arrange a conference among the parties in interest to discuss the problem and decide upon appropriate steps for its resolution. Upon request, the driver shall be given a written report of the action taken. Upon the request of the driver, the student may be excluded from the bus pending the completion of the conference so long as removal is not inconsistent with the District's obligation under state or federal law. A driver attending a conference after the driver's regular work hours will be compensated at the driver's standard hourly rate of pay for the greater of one hour or the length of the conference.
- D. All information provided to employees pursuant to this article will be in compliance with all state and federal laws and/or regulations.

ARTICLE 10 – 21ST CENTURY COUNCIL

- A. Individuals who are selected to serve on a site committee will be provided release time from their assigned duties, or compensated at the extended contract rate. The method of compensation shall be selected by the District.

ARTICLE 11 – RIGHTS OF EMPLOYEES

- A. **Required Meetings and Hearings.** Whenever any member is required to appear before a quorum of the Board concerning any matter which could adversely affect the continuation of that employee in his/her position of employment, salary or any increments pertaining thereto, then he/she shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a representative of the Association or legal counsel present to advise him/her and represent him/her during such meeting or interview provided the availability of the selected representative does not delay the date of the hearing and/or meeting. Any suspension of a member pending charges shall be with pay.

If a member is required to meet with a District administrator, and the member reasonably believes that the purpose of the interview is to obtain information that could provide a basis for imposing discipline upon the member, the member may request the presence of a representative. The role of the representative in interviews conducted under this section is to clarify questions and answers and to provide relevant additional information.

- B. **Evaluation of Students.** The District retains the right to determine the system of grading to be used in the District. The teacher shall maintain exclusive right and responsibility to determine student grades. No grade shall be changed without first consulting the teacher(s) involved, unless the teacher has left the employment of the District and is unavailable for consultation. A grade change requires the approval of both the respective building principal and the District Superintendent. Should any grade be changed, the person or persons making the change shall take full responsibility for such change and so indicate in writing. Upon request, written reasons for any change shall be provided. At the end of the year teaching staff shall make recommendations as to the placement of their current students for the upcoming school year.
- C. **Association Identification.** No member shall be prevented from wearing pins or other identification in the Association or its affiliates.

ARTICLE 12 – DISCIPLINE AND DISCHARGE

- A. No classified member shall be dismissed, and no member shall be reprimanded, suspended, reduced in rank or compensation without just cause and without first being informed of the charges in writing, and given an opportunity to meet with the charging party and respond to those charges. If the member chooses to respond, the response shall be in writing. After a decision is finalized, the member shall be given a written summary of the decision.
- B. If the member disagrees with the final administrative decision in Section A, he/she may enter the grievance procedure and may process that grievance through final resolution if he/she so desires, unless the action involves an action which is appealable to the Fair Dismissal Appeals Board, in which case the Board shall be the final step in processing a grievance.
- C. A teacher who is dismissed, non-extended or non-renewed may challenge the District's action under ORS 342.805 to 342.930. However, if both the School Board and the teacher's representative agree, arbitration of the teacher's dismissal, non-extension, or non-renewal may be used as an alternative to action under ORS 342.805 to 342.930. In such case, the decision of the arbitrator shall be final and the parties expressly agree to waive their rights under ORS 342.805 to 342.930. If the teacher and the District agree to employ arbitration, the arbitrator shall use the same reasons, rules and levels of evidence as are required for the Fair Dismissal Appeals Board under ORS 342.805 to 342.930.
- D. A contract teacher's "highly qualified" status under the ESEA shall not be the sole basis for his/her non-extension or dismissal. Where a contract teacher is involuntarily transferred into a position for which he or she is not "highly qualified", his or her "highly qualified" status shall not be considered at all for non-extension or dismissal.
- E. Professional conduct is a mutual responsibility of members and administrators. Discussions with individual employees regarding their professional performance shall be conducted in a professional manner.
- F. Sections A, B and C of this Article shall not apply to the non-renewal or dismissal of a probationary member.

ARTICLE 13 – GRIEVANCE PROCEDURE

A. **Definitions.**

1. **Grievance.** A grievance is a claim by an aggrieved member based upon interpretation, application or violation of this Agreement or school district policy. Notwithstanding the procedure provided in this Article, the final appeal of any grievance alleging violation of a school district policy shall be to the School Board, whose decision shall be final and binding upon the parties.
2. **Grievant.** An aggrieved person is the member(s) or the Association making the claim.
3. **Days.** Work days, except as qualified by “year-end grievance”, in which “days” shall mean calendar days.
4. **Party in Interest.** The “party in interest” is either the person or persons making the complaint or the person or persons against whom the complaint is made.
5. **Representative.** “Representative” is the one who may speak for and/or advise a party in interest.
6. **Consultant.** “Consultant” is the one who advises either party in interest.
7. **Immediate Supervisor.** “Immediate supervisor” is the one who has direct administrative or supervisory responsibilities over the aggrieved in the area of grievance as stated in School Board policy.

B. **Purpose.** 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 members. Both parties agree that these proceedings shall be kept as informal and confidential as may be appropriate at any level of procedure.

C. **Procedure.**

1. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum. Efforts shall be made to expedite the process. The time limits specified may, however, be extended by mutual written agreement.
2. All parties in interest have a right to consultants or representatives, and may be represented at all stages of the grievance procedures by a representative selected or approved by the Association.

3. There shall be no restraint, interference, discrimination or reprisal exerted on any member choosing to use these procedures for resolution of these contract grievances.
4. Failure at any level of this procedure by the grievant to appeal a grievance to the next level within the specified time limits shall be deemed to be acceptance of the decision rendered at the level. Failure at any level of this procedure to communicate the decision in writing on a grievance within the specified time limits shall permit the grievant to proceed to the next level.
5. All documents, communications and records dealing with the processing of a grievance shall be filed in the School District office separately from the personnel files unless final resolution of the grievance requires adjustment of documents in the personnel files.
6. In the course of investigating any grievance, representatives of either party in interest who need to contact a member in school shall contact the building supervisor of the building visited and shall state the purpose of the visit immediately upon arrival.
7. All parties in interest shall process grievances after the regular workday or at other times which do not interfere with assigned duties or school activities.
8. If, in the judgment of the Association, a grievance affects a group or class of members, the Association may submit such grievance in writing to the Superintendent directly and the processing of such grievance shall be commenced at that level.
9. **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, the time limits set forth herein shall be reduced and agreed upon by the parties so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is possible under the agreed upon timelines.
10. **Generally.** All meetings and hearings under this provision shall be private, at the grievant's option, and shall include only such parties in interest and their designated or selected representatives, heretofore referred to in this Article. Meetings and/or hearings required at Level IV by this article will be in compliance with the Public Meetings Law.

Level I.

The grievant shall, within fifteen (15) days of the occurrence of the alleged grievance or when the employee had knowledge of the violation discuss the grievance with his immediate supervisor with the objective of resolving the matter informally.

Level II.

- a. In the event the problem cannot be resolved by informal means, the grievant shall present the grievance in writing to the immediate supervisor (who has administrative authority to act) within ten (10) days following the conference.
- b. The written statement of the grievance shall include the specific section of this Agreement alleged to have been violated, the circumstances and dates involved, and the remedy sought.
- c. The immediate supervisor shall make a decision in writing and then communicate the decision together with reasons to the grievant within five (5) days after receiving the grievance.

Level III.

- a. If the grievant is not satisfied with the decision at Level II or no decision is rendered within the required time periods, within ten (10) days from either receipt of the supervisor's decision or date when the decision was due, written appeal may be taken to the Superintendent.
- b. The Superintendent or designee shall conduct a hearing within ten (10) days of receipt of the appeal, giving the parties five (5) days' written notice of time and place. At the hearing, the Superintendent or his/her representative shall hear from the grievant and/or his representative, take testimony of witnesses and allow evidence to be submitted for the record.
- c. Within five (5) days of hearing, the Superintendent or his/her representative shall communicate to the grievant and to all other parties officially present at the hearing his written decision, which shall include supporting reasons therefore.
- d. If the grievant is not satisfied with the decision of the Superintendent, he/she may file a written appeal with the Superintendent within five (5) days from the receipt of the Superintendent's decision. The appeal shall state the grievant's

reasons for appealing the decision of the Superintendent and request appeal to Level IV, School District Board of Directors.

Level IV.

Within five (5) days of the appeal, the School District Board of Directors shall notify all official parties of the hearing to be held within fifteen (15) days of the receipt of the appeal. The Board of Directors shall hear arguments of the Superintendent and the grievant.

The Board retains the option of waiving the hearing at Level IV and the Association may then proceed directly to Level V (arbitration).

Level V.

- a. If the grievant is not satisfied with the disposition of his/her grievance at Level III, or if no decision has been rendered within five (5) days after the grievance has been heard by the Superintendent, the grievant may within five (5) days of receipt of the Superintendent's decision or date when the decision was due request in writing that the Association submit his/her grievance to arbitration.

If the Association so determines, it may, by written notice to the Superintendent within ten (10) 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 shall first be ruled upon by the arbitrator selected to hear the dispute. Except as otherwise expressly provided by the Agreement, the arbitration shall be conducted in accordance with the Voluntary Labor Arbitration Rules of the American Arbitration Association in effect at the time (hereinafter referred to as the "AAA Rules").

- b. Within ten (10) days after such written notice of arbitration, the Superintendent and the Association shall 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) period, a request for a list of arbitrators may be made to the Employment Relations Board by either party. The parties shall alternately strike names to select an arbitrator. The parties shall flip a coin with the prevailing party striking second.

The arbitrator so selected shall confer with the representatives of the Superintendent and the Association and hold hearings promptly and shall issue his 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 statements and proofs are submitted to him/her. The arbitrator's decision shall be in writing, and will set forth his/her findings of fact, reasoning, and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law.

The arbitrator shall have the authority to consider only a claim based upon a specific provision of this contract and shall have no authority to add to, modify or detract from this contract. The decision of the arbitrator shall be submitted to the Board and the Association and shall be final and binding upon the parties.

- c. The costs for the services of the arbitrator, including per diem expenses, if any, and travel and subsistence expenses and the cost of any hearing room shall be borne equally by the District and the Association.

D. **Financial Responsibility.** Each party shall pay any and all costs incurred by said party.

E. The grievant or the Association shall first exhaust the grievance procedure, including arbitration if available before referring the issue to the courts or other agency having the appropriate jurisdiction.

ARTICLE 14 - COMPLAINT PROCEDURE

- A. If a complaint is made against a teacher to the administration, such complaint shall be processed under the following circumstance.
 - 1. If the principal intends to place a record of such complaint in the teacher's personnel file;
 - 2. If, in the principal's judgment, such complaint is sufficiently relevant to the employee's performance as to indicate the desirability of a conference.

- B. Pursuant to Section A, above, a conference shall be held with the member within five (5) working days after a complaint is made to the administration by a parent, student, member or other individual. In the event either the member or supervisor is absent, this deadline shall be extended by the period of the absence.

- C. The administration shall request a meeting of the complainant and the member to informally resolve the complaint or determine its validity. If the complainant refuses to meet with the member, the administration shall advise the member of the identity of the complainant and shall review the complaint with the member. Any such complaint which the administration chooses not to discuss with the member or which is not discussed with the required time shall not be considered in the member's evaluation and shall not be used against the member in any subsequent action the District.

- D. Only complaints that are in writing shall be placed in the member's personnel file. The member shall have the right to attach a written statement to any written material placed in the member's personnel file.

ARTICLE 15 –STAFF EVALUTION

- A. The purpose of evaluation is improving employee performance, encouraging professional growth, improving communication between employees and their immediate supervisor and, when necessary, identifying and assisting employees in improving/correcting areas of unsatisfactory performance. All employees being evaluated in any year must also be observed by the evaluator prior to the evaluation being written. The Board approved staff evaluation manual will be followed.
- B. Evaluation of TSPC licensed staff shall be in accordance with ORS 342.850 and adopted Board policy. TSPC licensed staff will be formally observed twice each year during their probationary period. Evaluation of all other unit member staff shall be in accordance with adopted Board policy.
1. The evaluator will notify the employee of a performance deficiency (ies) when the evaluator determines that the deficiency (ies) has become serious. The evaluator will provide the employee with specific suggestions for improvement. An employee shall be given sufficient time to correct the deficiencies following the notification prior to being placed on a Plan of Assistance for Improvement (PAI).
 2. If the District determines that a written PAI is needed the employee shall be notified in writing and a copy will be sent to the Association upon the teacher's request. The employee has the right to Association representation from the point of notification prior to being placed on a PAI.
 3. PAI's will be written with a minimum duration of ninety (90) days and may extend for longer periods. The plan will be written by the employee's supervisor with input from the employee.
 4. When possible follow up meetings with employees on PAI's will be conducted after the student contact day, or during an end of the day preparation period.
 5. No licensed employee will be placed on a PAI for deficiencies identified in subject area content for which an employee is not certified.
 6. PAI's are to assist teachers to improve in their skills and document the district's assistance. Upon satisfactory completion of a PAI the plan will remain in the employee's file for five (5) years. Following this continued satisfactory performance the plan will be removed. The PAI of any employee failing to satisfactorily complete a plan will remain in the employee's file as evidence for termination.

- C. Any proposed changes in the policy shall first be presented to the appropriate Joint Evaluation Consultation Committee. In the case of TSPC licensed staff evaluations, this committee shall consist of four (4) administrators appointed by the Superintendent and four (4) teachers appointed by the Association. In the case of all other unit member staff evaluations, the committee shall consist of four (4) administrators/supervisors and four (4) unit member employees appointed by the Association. The Committee shall review all proposals and shall make recommendations to the Board for its consideration. No change in the evaluation policy shall be effective until it has been reviewed and approved by the Board.

- D. Comments, or questions, and input from parents and the public regarding “highly qualified” status and/or AYP shall be processed as complaints under the procedures in Article 14 – Complaint Procedure.

ARTICLE 16 – PERSONNEL FILES

- A. Members or their designees shall have the right, upon request, to review the contents of their personnel file, excluding pre-employment information of confidential nature, through prior arrangements with the Superintendent or his/her authorized representative. This file shall contain all materials relevant to the member's employment, except for working notes of the supervisor or principal, and shall be the sole repository of such materials, unless otherwise specified in this Agreement. A member shall be entitled to have the file shown to anyone of his/her choice in his presence. Upon request, a member shall receive a copy of any non-confidential material in the personnel file.
- B. No materials, except those of a clerical nature or submitted by the member himself, shall be placed in his/her personnel file unless the member has had an opportunity to review the material and receive a copy. The member shall acknowledge that he/she has had the opportunity to review such material by affixing his/her signature to the copy to be filed, with the express understanding that such signature in no way indicates agreement with the contents thereof. The member shall also have the right to submit a written answer to such material and his answer shall be reviewed by the Superintendent and attached to the file copy.
- C. The District shall protect the confidentiality of personal references, academic credentials and similar documents.
- D. Evidence leading to demotion, discipline or other involuntary change in the employment status shall be recorded or otherwise referenced in the employee's personnel file at or prior to the action taking place. When a program of assistance has been successfully completed, a page will be placed on the plan in the personnel file indicating that the plan was successfully completed.
- E. No such documents or other material shall be placed in the personnel file of such members after severance without the member's knowledge.

ARTICLE 17 – VACANCIES, PROMOTIONS AND TRANSFERS

The District recognizes that it is important, in making assignments, to consider the interests and aspirations of its staff members.

The language in this section applies to assignments within the bargaining unit. Assignments are considered the area of work assigned (e.g. grade level, subject area, or classification) and/or the location/building assigned (e.g. cafeteria, bus garage, high school, etc.)

Transfers are considered changes in an employee's current assignment to a different assignment.

I. Vacancies and Voluntary Transfers

- A. All vacancy postings shall be sent to all employees via District Email. Employees shall have five (5) working days to provide written contact to the District office of their desire for the position and their qualifications.

The District declares its support of a policy of filling vacancies from within its own staff, all other factors being equal.

- B. Members who desire a change in assignment, or who desire to transfer to another building, for the next school year, may file a written statement of such desire with the Superintendent not later than April 15. Such statement will include the assignment to which a member desires to be assigned and the school or schools to which he desires to be transferred, in order of preference.
- C. Upon request, the member who is not assigned the position shall be given a written explanation of the reasons for not being selected.
- D. In acting on requests for voluntary transfer and in filling a vacancy, the District will apply the following criteria to select the best candidate:
 - 1. Approval of the Superintendent or designee;
 - 2. Individual qualifications, including highly qualified status, when relevant;
 - 3. Staffing level needs;
 - 4. Seniority; and
 - 5. For TSPC licensed staff, licensure.

- E. Upon timely application, qualified employees shall be guaranteed an interview along with external candidates.
- F. Where the foregoing factors are substantially equal in the District's judgment, the preference in assignment or transfer shall be given to the incumbent applicant with the greatest number of years of service in the District 17C school system.

II. **Involuntary Transfers.**

- A. Involuntary transfers shall mean a change in an employee's current assignment to a different assignment at the direction of the District. No Brookings-Harbor employee shall be involuntarily transferred to any charter school; employees assigned off site work providing teaching or teacher aide services (Special Education services) to children attending a charter school shall remain employees of the District, employed under this agreement, and shall be supervised and evaluated by District staff. Prior to making an off site assignment, the District shall post positions internally (5 days) and then shall externally post (10 days).
- B. If and when an involuntary transfer is made, the Superintendent shall notify the affected member and the Association in writing as soon as possible of the pending transfer and of the reasons for such a transfer. That member may request a meeting with the Superintendent at which time the member will be given the opportunity to suggest alternatives.
- C. For a period of three (3) contract years following an involuntary transfer, employees may submit an annual request (no later than February 1st) to the District office to be notified of specific job openings. Employees who have been involuntarily transferred shall be entitled to an interview for open positions for which he/she is qualified. If an employee is not selected for the position, he/she has the right to request the reason(s) for the non-selection.
- D. No employee shall be involuntarily transferred into a position for which he/she is not "highly qualified" under the ESEA if another individual would meet "highly qualified" for the position and the person to be transferred is "highly qualified" in his/her current position.
- E. An employee who is involuntarily transferred shall not suffer a loss of wages, fringe benefits, or other rights guaranteed by this Agreement.

ARTICLE 18 – LEAVES

A. Sick Leave.

1. a. Each member shall be granted one (1) sick leave day per month or, twelve (12) days' sick leave for the school year at full pay for personal illness or injury. Such leave shall be credited on the first day of the fall semester, but earned at the rate of one (1) day per month. Should an employee leave the District during the school year having used more sick leave days than earned, an adjustment equal to the unearned days used shall be made in the final paycheck. Employees who work for twelve (12) months will receive fourteen (14) sick leave days per year. Partial months shall not be considered.
- b. For members starting employment after the beginning of the school year, sick leave shall consist of one (1) day for each payroll month remaining in the school year.
- c. If sick leave in excess of five (5) consecutive workdays is requested, the District may require a certificate of the member's attending physician or practitioner that the illness or injury prevents the member from working.
- d. Sick leave may be used in emergency situations with prior approval from the Superintendent or designee.
2. Sick leave not taken shall accumulate without limit.
3. Family Leave. The District will comply with applicable state and federal laws and regulations. (See staff handbook and/or Board policy).
4. Every year, members shall be given a written accounting of their use and total accumulation of sick leave from this and any other school district.
5. Each year of the contract, an employee who does not use any type of his/her accrued leave in that year shall receive a stipend at the end of the year in the amount of four (4) days pay if zero (0) days of any leave are taken, three (3) days pay if one (1) day is taken; and two (2) days if two (2) days are taken pay to be at his/her daily pay rate. This shall not pertain to days donated to the sick leave bank.

B. Sick Leave Bank.

1. Purpose: The purpose of a sick leave bank is to provide a safety net for employees who face long-term serious illnesses, have exhausted sick leave and do not qualify for long-term disability or worker's compensation benefits. Such leave shall be verified with a doctor's statement certifying

a life-threatening or debilitating physical or mental illness or injury preventing the member from performing the duties of his/her job for more than ten (10) days.

2. Beginning July 1, 2001 all bargaining unit employees who wish to participate in the bank must donate one sick leave day to the bank by September 30 of each school year by completing the appropriate form (See Sick Bank Participation Form) and forwarding it to central office. Only those employees who donate one sick leave day are eligible to access days in the bank.
3. When a participant faces a long-term serious illness (over ten (10) consecutive work days) which a doctor has verified is a life-threatening or debilitating physical or mental illness or injury preventing the member from performing the duties of his/her job, has exhausted his/her sick leave and is not collecting worker's compensation or long-term disability, he/she can request days from the bank. The leave should be for the period of treatment for the illness whether that time is consecutive or intermittent. No one shall be granted more than thirty (30) days in one year or receive double compensation for days on leave. The first twenty (20) days shall be compensated at full pay and the next ten (10) days shall be compensated at half the employee's daily rate, subject to the total hours in the bank.
4. Prior to requesting leave from the bank the employee must have exhausted all accumulated paid leave.
5. The District shall require a physician's statement prior to the granting of bank days. Only the lack of medical verification, failure to exhaust appropriate accumulated leave or receipt of other salary reimbursement benefits shall be used to deny a request for sick leave bank days, subject to the total hours in the bank.
6. By October 15 of each year, the District shall notify the Association in writing of the number of days donated to the bank. By June 30 of each year, the District shall notify the Association in writing as to the number of the unused days in the bank. These days will accumulate and be available in the bank the following year. The Association may request records regarding the status of the bank at any time during the year within a reasonable amount of time.

C. **Leave Involving Legal Matters.**

1. **Jury Duty.** A member who is called for jury duty shall be granted paid leave. All employees must apply to the Court for Court pay. Court pay shall be deducted from daily pay or turned in to the Business Manager.
2. Where a member is required by law to make any appearance in legal proceedings connected with the member's employment by the District, that member shall be granted the necessary leave with pay. When a member is appearing as a party or witness in litigation brought by the Association against the District, such leave will be without pay.

D. **Professional Leave.** Licensed members may obtain professional leave to attend conferences, professional observations, workshops, conventions, and visitations to other systems or schools. Professional observations will require a prior approval. Such professional leave is to maintain and improve professional competence and proficiency. Recommendation for each grant of leave shall be made to the Superintendent by the building principal. The decision of the Superintendent is final and binding on the parties.

E. **Association Leave.** Up to ten (10) days per year of professional leave time for the entire Association may be taken for Association business with the cost of the substitute paid by the Association.

F. **Personal Business Leave.** A paid leave from assigned duties to attend to personal business which occurs during working hours, separate from and in addition to sick leave benefits, shall be granted by the District under the following conditions:

1. The absence may be in half-day or full day units, not to exceed a total of three (3) days in any one (1) contract year.
2. Such leave shall not accumulate from year to year, but unused personal leave shall roll over into the employee's sick leave.
3. The request for the personal business leave shall be presented in writing at least twenty-four (24) hours in advance.
4. Personal business leave days taken require an explanation. An acceptable explanation shall be that the leave is to be taken for personal reasons not of a recreational nature that cannot be conducted on a non-duty day. Personal business Days cannot be used for second employment opportunities; however, they may be used for job interviews.

G. **Unpaid Leaves of Absence.** Members may be granted unpaid leaves of absences other than those above by the District. Such leaves shall guarantee the return to a similar position except in emergency situations which require a reduction in staff.

A leave of absence without pay may be granted for up to one (1) year provided that:

1. The member has at least three (3) years of service in the District.
2. The request for leave is submitted in writing to the Board by April 1 of the year prior to the year for which the leave is requested.
3. The reasons for the leave are stated.
4. The building principal approves the request.

The employee must notify the District no later than April 15th of his/her intent to return to work the next school year. Failure to notify the District of the intent to return at the end of the leave will be considered a resignation by the employee.

Generally, requests for short-term, unpaid leaves of absence shall not be granted by the District. Case-by-case exceptions shall only be made in emergency situations, or when there are serious and extenuating conditions, in the discretion of the Superintendent.

ARTICLE 19 - COMPENSATION

I. Licensed and Classified Benefits

A. Insurance.

1. The District shall make available the following insurance coverage for each employee who works twenty and one-half (20.5) regularly scheduled hours or more per week.

The Association shall select health, dental, and vision plans from the OEGB available plans each year, however, one of those plans will be the health savings account (HSA) plan but the District obligation for the cost of insurance is limited to the maximum amounts for the insurance. The District shall contribute \$975 per month effective October 1, 2014, \$1010 per month effective October 1, 2015, and \$1045 per month effective October 1, 2016, toward the purchase of the selected plans.

For employees who enroll in the HSA plan that are under the District maximum contribution, the difference between the cost of the premium and the cap, not to exceed \$300.00 per month, will be deposited into the HSA.

Beginning October 1, 2014 the District will contribute an additional sixty dollars (\$60) per month into an HSA for any employee selecting a HSA compatible plan who has not already met the \$300.00 contractual CAP. For those who select insurance under the District monthly CAP, but who have already met the \$300 per month CAP, the \$60.00 shall be added to the insurance pool to reduce out-of-pocket premiums for other unit members participating in the insurance program. Should any employee select a HSA compatible plan and be under the District monthly CAP but be unable to have the \$60.00 added to his/her account each month due to American Fidelity or federal HSA restrictions, the \$60.00 will be placed into the insurance pool outlined in Section 2 below. Under no circumstances will the District be expected to contribute or pay above the federal IRS maximums.

The District shall make the insurance benefit described in this section available to District bus drivers who are paid for fifteen (15) or more hours per week. The District shall contribute 70% of the District cap for such coverage. This group will be included in the District pool.

2. Should the selected insurance coverage(s) be available and priced on a tiered basis and should any plan's premium cost be less than the negotiated monthly contribution, the difference between the premium costs which fall below the District's monthly contribution cap will be equitably applied to members electing coverage exceeding the District's monthly contribution.

If the total cost of the plans and coverage(s) selected is less than the total monthly maximum cap times the actual number of participating eligible bargaining unit members, the excess dollars shall be maintained in a Special Insurance Pool Fund to be set aside for future insurance costs. If the total cost of the plans and coverage is more than the total District's maximum contribution, then the level and amount of out-of-pocket expenses for each level of participating member, if any, will be determined by the Association.

The specific monthly contribution for single, employee plus spouse, employee plus children, or family coverage(s) must be selected no later than September 15 of each year.

3. On or about September 15 of each year, if pooling is to be implemented, the District will compute the total pool available based upon the number of employees and the plans selected by the employees. At the beginning of the 2008-09 school year an initial \$5,000 shall then be subtracted from that pool and set aside to cover any increase in costs that are later occasioned by changes in the employee census, changes in the benefit selections made by the employees, or if there should be any changes initiated by OEBC during the school year in question. Any increases in cost that are occasioned by such changes shall be "debited" against the \$5,000 account. Any reductions in cost that are realized will be "credited" to the \$5,000 account. At the end of the year, this "set aside account" will be carried over and supplemented from the new pool if below \$5,000 to be maintained at the initial \$5,000 level; excess dollars over the \$5,000 will be added to the Special Insurance Pool Fund. (The amount of this annual set aside shall be subject to negotiations between the District and the Association.)
4. Any member who elects not to enroll in some or all of the benefit plans available under the OEBC-sponsored benefits program, and thus waives benefits, is not eligible to receive any portion of a cash contribution or other type of remuneration. In the event of such a waiver, the District's contribution will be added to the Association's pool.
5. Individuals on unpaid leave and retired District employees shall be allowed to continue any or all of the above insurance programs by

paying the premiums themselves, subject to approval by the insurance carrier.

6. Employees that are covered by other health insurance may waive the health insurance coverage provided under this Article upon notice to the District during the open enrollment period, within the terms, restrictions, and conditions established by the insurance carrier. Employees covered by health insurance other than that provided by the District may waive medical insurance only and continue to receive dental and vision insurance under the District health insurance plan. Employees double covered by the District health insurance may waive the entire health insurance package.

In the event the number of employees requesting to waive benefits exceeds the number allowed by the carrier, selection of employees allowed to waive will be made on a lottery basis.

B. Salary Payments and Deductions.

1. Any member who so desires may sign a form authorizing the District Clerk to deduct the membership fees for the Association. Such authorization shall continue from year to year unless a notice of revocation is submitted to the District Clerk.
2. Upon written request, the member may have deducted an appropriate remittance for any of the following: savings bonds, credit union, insurance, Oregon Education Association Foundation and/or annuity plans. If the financial institution that the District uses is compatible with and allows for a direct deposit, then the District will provide that as an option for the employee.
3. Upon written request prior to September 10 of any school year, a member may select a regular mid-month draw option (on the 15th of each month) which will provide payment of \$500 for licensed employees and \$250 for classified employees. The amount shall remain the same each month of that year.
4. Paydays shall be the last working day of the month. Summer checks, except for twelve (12) month employees, shall be given to the member in a separate check on the last day of the school year.
5. Any balance due a member not returning to the District shall be paid on the last day of the school term unless otherwise provided by a written consent of the member.

C. Salary Schedule Maintenance and Advancement.

1. The 2013-2014 salary schedule shall be reduced by 2 % and attached as 2014-15 salary schedule and set forth as Appendix A. The 2014-15 salary schedule shall be increased by 2% and attached as 2015-2016 salary schedule is set forth as Appendix B. The 2015-16 salary schedule shall be increased by 2% and attached as 2016-2017 salary schedule is set forth as Appendix C.
2. The Board reserves the right to adjust salary placements in special cases where it is in the best interest of the District, but in no instance will the placement be at a level lower than the member is qualified for.

D. PERS

Effective July 1, 2014 the District shall “pick-up”, assume and pay up to the current six percent (6%) required employee contribution to the Public Employees Retirement System (PERS) for the members eligible to participate in the Public Employees Retirement System(PERS) and/or the Oregon Public Service Retirement Plan (OPSRP) fund. The amount of required employee contribution “picked-up” or paid by the District on behalf of employees shall be considered as “salary” within the meaning of the law for purposes of determining an employee member’s “final average salary” within the meaning of the law, but shall not be considered as “salary” for the purposes of determining the amount of employee contributions required to be contributed pursuant to the law. Such “picked-up” or paid employee contributions shall be credited to employee accounts pursuant to the law and shall be considered employee contributions under the law.

- E. Emergency Closures.** In the event of a situation beyond the control of the District which requires the closing of one or more or all of the schools, the school year may be extended to compensate for the number of days lost in such school or schools, after allowable emergency days are exhausted, at the discretion of the District, with no additional pay to licensed staff in excess of the member's yearly contracted salary.

II. Licensed Employee Benefits

- A.** Less than twelve (12) month employees may choose whether to receive his/her salary in ten (10) equal amounts during the school year, or in twelve (12) equal amounts, being paid once each month of the calendar year with the June payment to include checks for June, July and August, except for twelve (12) month personnel. The member's decision must be given to the District Superintendent during the pre-school in-service period. Once the plan is submitted, it shall stay in effect for the contract year.

B. **Educational Requirements.** The District shall not require any uniform program of additional course work for members. However, the District does retain the right to require specific course work of individual members.

C. **Educational Benefits.**

The District shall provide tuition reimbursement programs for licensed members under the following provisions:

1. The total fund expendable shall be \$26,000 each year.
2. Reimbursement for part- and full-time students shall not be more than the rate established by the Oregon System of Higher Education. Course work claimed for reimbursement shall be in the curriculum area of the member, in education oriented curriculum, or have prior approval of the Superintendent. No employee will be reimbursed for more than two (2) administrative classes per year.
3. Tuition Reimbursement - application for reimbursement for courses taken during the fall, winter, spring, or summer terms of a school year (from September 1 through August 31) must be submitted to the District office by October 1. Application must be accompanied by proper verification of completion of the course work and receipts. Tuition reimbursement is to be distributed no later than October 31. Where the total dollar amount of requested reimbursement exceeds the fund available, reimbursement shall be prorated by the total dollar amount expended.
4. Starting with 2010-11 school year, each year's pool shall be annually funded with unused funds applied to the classified tuition reimbursement fund for that same year and unexpended funds being returned to the general fund.

D. **Reimbursement for Business Expenses.**

The District will reimburse employees for all meals while out of town on District business. Payment shall be the current District rate of reimbursement.

E. **Extended Contracts.**

1. When extended contracts are deemed desirable by the District for curriculum work, the rate shall be the base step of the certified schedule per hour for members doing extended work on curriculum

development or materials to be used in their schools during the following school year.

2. Counselors shall have ten (10) extra days for preparation. They shall each receive an extended contract with ten (10) extra days' pay at their regular daily rate of pay. Media specialists shall have five (5) days extended contract at their regular daily rate of pay.

F. Curriculum Support:

When teachers are asked to take on the duties of any of the positions listed below, recognizing the significant work outside the work day, they will receive a \$500.00 stipend each year (when not provided release-time), Said stipend will be paid in a separate check at the end of the school year.

PLC Team Leader
Data Team

G. After-hours Chaperoning.

1. Members who supervise students at the District's request for school dances, bus trips, or athletic contests shall be paid \$15.00 per hour with a minimum of 2 hours pay guaranteed per assignment, for the term of this Agreement. The opportunity to perform these duties shall be open to all employees on a rotating basis.
2. Members will be given the opportunity to volunteer for such assignments. If no volunteers are forthcoming, the building principal may then assign staff to such duties. If assigned, a member may trade assignments with another member to find a replacement. It is, however, the responsibility of the assigned person to see that the assignment is fulfilled, and to inform the building principal of the change before the event. Failure to volunteer for such duties shall not be considered a factor in the member's evaluation.

H Summer School, Saturday School, Night School, Driver Education.

1. All Summer School, Saturday School, Night School, and Driver Education work shall be offered first to the licensed members in the bargaining unit.
2. The compensation for the Driver's Education Instruction is as follows:
 - a. The employee will be compensated at the rate of the base

step on the certified salary schedule per hour rate for the time spent on in-classroom instruction.

- b. The employee will be compensated at the rate of the base step on the certified salary schedule per hour for time spent in the vehicle providing instruction.
3. The employee shall be paid half of their daily wage for each day worked in the Summer School, Saturday School and Night School programs. If Summer School or Saturday School is a full day, then the pay will be a full days pay.

I. Placement of Licensed Employees on the Salary Schedule.

1. For licensed credit hours to apply toward a column change, they must: (a) be part of an approved Masters' Degree Program; (b) be in the teacher's present teaching assignment; (c) be in a required course for licensure; or (d) have the approval of the Superintendent.
2. When the employee knows that the hours he/she earned will result in a column change on the salary schedule, the employee will notify the District of his/her intent to submit the necessary hours no later than September 1 or the first day of school whichever is later. A licensed member who becomes eligible to move horizontally (a column change) on the salary schedule must present evidence to the Superintendent on or before October 1. When the employee knows that the hours he/she earned will result in a column change on the salary schedule, the employee will notify the District of his/her intent to submit the necessary hours no later than September 1 or the first day of school whichever is later. Licensed staff members moving from one column to another and who have been at the last step on the preceding column will move down one step on the new column.
3. Credit beyond the BA shall be for those hours earned subsequent to the earning of a BA which qualifies the applicant for certification.
4. Licensed members shall be granted a minimum of one (1) year of credit on the salary schedule for each year of related experience outside the District, up to a maximum of ten (10) years. Credit for more years may be granted by the Board.

J. Resignation Requirements.

Because of the difficulties associated with last minute changes in assignments when a licensed employee resigns during the summer after indicating an intent to return, the District requires a minimum of sixty (60)

days notice before a teacher resigns his/her employment with the District. Additionally, notice may be given to TSPC.

III. Classified Employee Benefits

A. Placement of Classified Employees on the Salary Schedule.

1. The wages for employees covered by this Agreement are set forth in the Appendices.
2. Employees who accept a job in a higher paying classification shall be placed on the same step on the higher schedule. Employees who are involuntarily transferred to a lower paying job shall be placed on the step that reflects their seniority in the District. Employees voluntarily placed in a lower paying job shall remain on the same step on the lower salary schedule.
3. Classified members shall be granted a minimum of one (1) year of credit on the salary schedule for each year of related experience outside the District, up to a maximum of four (4) years.

B. Educational Benefits.

1. The District shall pay for the training required for any classified employee to maintain a needed license or certificate as required by the District.
2. **Tuition Reimbursement**
 - a. Each year of this agreement, the District will provide a pool of funds for the professional growth of classified employees in the amount of \$3,000 for each year. Starting with the 2010-2011 school year, each year's pool shall be annually funded with unused funds applied to the certified tuition reimbursement fund for that same year and unexpended funds being returned to the general fund.
 - b. Fees or tuition shall only be reimbursed for pre-approved job-related workshops or coursework; written application for pre-approval must be submitted to the employee's immediate supervisor prior to enrollment in the workshop or course. Determination of whether the workshop or course is "job-related" shall be in the sole discretion of the District. Denial of approval by the applicant's immediate supervisor may be appealed to the Superintendent (or his/her designee).

- c. Tuition Reimbursement – application for reimbursement for courses taken during the fall, winter, spring, or summer terms of school year (from September 1 through August 31) must be submitted to the District Office by October 1. Applications must be accompanied by proper verification of completion of the course work and receipts. Tuition reimbursement is to be distributed no later than October 31. Where the total dollar amount of requested reimbursement exceeds the funds available, reimbursement shall be prorated by the total dollar amount expended.

C. Overtime.

- 1. Classified employees shall be paid time and one-half for all hours over forty (40) per week. The District shall have the option of allowing an employee to take compensatory time at time and a half. (For bus drivers overtime shall be paid at time and half for all hours over forty (40) hours per week.)

D. Reimbursement for Business Expenses.

- 1. The District will reimburse employees for all meals while out of town on District business. Payment shall be the current District rate of reimbursement.

E. Vacation Pay for Full Year Classified Employees.

- 1. Vacation time earned by full year employees who work full time shall be granted as follows:

Continuous years of service	Vacation
1	5
2	7
3-4	10
5-6	12
7	13
8	14
9	15
10	17

Above ten (10) years of continuous employment the employee will receive seventeen (17) days each year.

- 2. "Continuous years of service" for vacation purposes shall be calculated from the member's most recent date of hire by the District.

3. Full-year employees may be allowed to schedule their paid vacation days during a period of time when school is not in session for student instructional purposes, provided, however, that it does not adversely affect the District as determined by the employee's supervisor and the Superintendent. Exceptions may be made with the approval of the Superintendent.
4. Employees may be allowed to accumulate up to twenty (20) vacation days. Employees who, prior to May, 1994, have more than twenty (20) days of vacation leave accumulated shall not lose any of the accumulated days. Once those employees' accumulated vacation days fall below twenty (20) days they may no longer accumulate more than twenty (20) days of vacation.
5. Classified employees who work more than one (1) year, who are terminated, shall be paid for accumulated vacation days not to exceed twenty (20) days.

If an employee has earned and was allowed to accumulate vacation leave in excess of twenty (20) days as per Section E. 4. of this Article and that employee is terminated he/she will be paid for the actual number of vacation days accumulated.

ARTICLE 20 - LAYOFF AND RECALL

I. Teachers

- A. If the Board determines a layoff is necessary, then ORS 342.934 will determine the teachers to be retained.
- B. Members who are laid off shall be eligible for recall to positions for which they are licensed for up to twenty-seven (27) months, under the following conditions:
 - 1. Failure to respond within fourteen (14) days of receipt or return of undeliverable notice to the District of a registered mail notification of recall shall terminate the member's right to recall.
 - 2. Recall shall be based upon seniority and licensure, and may also include considerations of competence or merit. Merit shall be defined as material contained in the personnel file within the past five years.
 - 3. No vacancy in a bargaining unit position shall be filled by hiring a new member until all laid-off members who are licensed for the position have been offered recall to that position.
 - 4. All rights and benefits, including seniority, to which a member was entitled at the time of layoff shall be restored upon recall to employment.
- C. The employment relations between the bargaining unit members and the District shall continue during the period of school closure to the extent described in this paragraph. In the event of a partial or complete school closure due to lack of funds or for other reasons not covered by the provisions of this Article, there shall be no requirement to pay for time not worked or to make up the lost days. During such a closure, the District acknowledges that the bargaining unit members are temporarily laid off rather than dismissed or non-renewed because of a budget failure during the period of any school closure, and agrees to recall, pursuant to the layoff and recall paragraph, members to duty upon obtaining funds sufficient to continue operations, except for programs and personnel terminated by the Board during closure. For programs and personnel terminated during the above closure, the District shall conduct layoffs in accord with paragraph A above.
- D. For the purpose of this Article, the term "competence" shall mean the ability to teach a subject or grade level based upon recent teaching experience related to that subject or grade level within the last five years or educational attainments, or both, but not based solely upon being licensed to teach. The

District may consider a teacher's willingness to undergo additional training or pursue additional education in deciding upon questions of competence.

- E. The authority of the arbitrator to hear grievances pursuant to this Article and to render a final and binding decision shall be limited to questions of procedure as provided in Article 13, Grievance Procedure, and Sections A, B, C, D and E of this Article. The arbitrator shall be barred from making decision on the authority of the Board to order a layoff.

II. **Classified**

- A. Seniority shall be defined as the total length of service as a classified employee within the District from the most recent date of hire. For accounting purposes, all authorized paid leave will be counted towards seniority; authorized, unpaid leaves of absence of thirty (30) days or more will not count towards seniority, but will not break seniority. Classified employees who are laid off and subsequently recalled shall retain cumulative seniority for all periods worked except for the period of layoff.
- B. When a layoff occurs within the bargaining unit, the Association and those employees affected will be notified a minimum of fifteen (15) District workdays before the effective date of the layoff.
- C. Layoff of bargaining unit employees will be based upon seniority, but such layoff will occur by classification. Laid-off employees will not be paid any salary or benefits during the period of layoff. A laid-off employee may, at his/her own expense, continue health insurance coverage for up to eighteen (18) months, subject to the approval of the insurance carrier(s).
- D. A laid-off employee who is qualified for a different classification (within the definition of seniority in Paragraph A), may "bump" an employee in the other classification as long as the following conditions are met:
 - 1. The laid-off employee has greater seniority than the person to be "bumped";
 - 2. The laid-off employee meets all requirements of the job description; and
 - 3. Has had previous experience in the classification he/she is bumping into (i.e. has held the position or substituted in the position for an aggregate of 84 days or held a similar position before either in the District or elsewhere) and has not voluntarily transferred out of the position for disciplinary or performance deficiency purposes.

- E. **Recall.** Recall rights shall exist for eighteen (18) months from the date of layoff. Any laid-off employee not recalled according to this procedure within the eighteen (18) months will be deemed to have resigned in good standing. During the recall period, an employee will no longer be eligible for recall if any of the following occur:
1. Waiver of recall rights in writing;
 2. Resigns;
 3. Fails to accept recall to the position that he held immediately prior to his layoff or to a substitute equivalent position.
- F. Whenever the District determines that a regular vacancy exists within a classification which has experienced a layoff (within the last eighteen (18) months), laid-off employees from that classification or employees who have previously worked in that classification will be recalled in the reverse order of layoff. The recall notice will be sent by certified mail to the last address the District has on record for the laid-off employee.

The laid-off employee will have ten (10) workdays to respond to the recall notice. Failure to respond within the ten (10) days of receipt or return of an undeliverable notice to the District or rejection of any recall notice will cause the laid-off employee to forfeit all recall rights and will be deemed to be a resignation.

- G. If no laid-off employee has responded to the recall by classification, or if no further laid-off employees exist from the classification, all other laid-off employees may apply for the regular vacancy. Such application shall not prejudice the employee's rights to recall in his/her own classification.

For the purpose of administering this Article, and solely for this purpose, "classifications" for layoff shall be the following:

1. Custodians 1, 2;
2. Food service 1, 2;
3. Grounds;
4. Computer specialist;
5. Teacher Assistants 1, 2, 3;
6. Secretaries 1, 2, 3;
7. Maintenance;
8. Bus Driver;
9. Library Technician 1 (Elementary), 2 (Middle School and High School).

A recalled employee shall have seniority and other benefits that were at the time of layoff returned to him/her, but seniority and benefits do not accrue during a period of layoff.

ARTICLE 21 – FAIR SHARE AGREEMENT

- A. The District shall deduct an amount equal to the dues of the Association, including the OEA and NEA dues, each month from the pay of each member who is a non-member of the Association, beginning with the paycheck for the month of October, and remitted monthly as a fair-share fee commensurate with the cost to the Association of collective bargaining and contract maintenance.
- B. Any member who has not requested payroll deduction of Association dues under Article 19, 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 requests for payroll deduction or certification of direct payment of dues shall be made by September 15.
- C. The Association certifies that this Agreement is formally executed pursuant to the approval of the majority of all members in the bargaining unit.
- D. The Association agrees to hold the District harmless in any and all actions brought against the District as a result of performance of its obligations pursuant to this Article.

ARTICLE 22 – ADDITIONAL PROVISIONS

- A. **Association Rights.**
1. Upon request, the District agrees to furnish to the Association public information necessary for its functioning as exclusive bargaining representative. The Association agrees to pay for duplication costs associated with such requests.
 2. The Association shall have the right to use school facilities when such facilities are not otherwise in use. The Association will pay for whatever materials it uses.
 3. The District agrees to allow the Association the right to use interschool mail facilities, school mail boxes, (subject to Federal Postal Service regulations and orders), and the e-mail system, as long as: (1) the message is clearly identified as from the Association and (2) the use does not violate federal or state statutes and regulations or the District's acceptable use policy.
- B. **Strike/Work Action.** The Association and members of the bargaining unit, as individuals or as a group, will not initiate, cause or participate or join in any strike, work stoppage, slow down, picketing or any other restriction of work during the term of this Agreement as a result of any dispute between the District and the Association. The Association recognizes and agrees that disciplinary action, including discharge, may be taken by the District against any employee or employees who knowingly engaged in a violation of the provisions of this Article. Members of the bargaining unit agree that they will not honor any picket line established by the Association or by another labor organization during the life of this contract.
- C. **No Lockout.** The District shall not permit or authorize any lockout of members of the bargaining unit during the term of this Agreement as a result of any dispute between the District and the Association.
- D. **Funding.** The parties recognize that revenue needed to fund the compensation provided by this Agreement must be approved by established budget procedures. All such compensation is therefore contingent upon sources of revenue. The District has no intention of reducing the compensation specified in this Agreement because of budgetary limitations, but cannot and does not guarantee any level of employment in the bargaining unit covered by this Agreement. The District agrees to include in its budget requests amounts sufficient to fund the compensation provided by this Agreement but makes no guarantee as to passage of such budget requests.
- E. **Savings Clause.** If any provision of this Agreement is held to be invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance

with, or enforcement of, any provision should be restrained by any such tribunal, the remainder of the Agreement shall not be affected thereby and, upon the request of either the District or the Association, the parties shall enter into negotiations for the purpose of attempting to arrive at a mutually satisfactory replacement for such provisions.

- F. **Compliance Between Individual Contract and Agreement.** Any individual contract between the District and an individual member heretofore or hereafter executed 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, during its duration, shall be controlling.

ARTICLE 23 – JOB SITE STUDENT MENTORING PROGRAM

The purpose of this Article is to allow the District to implement a program for students in conjunction with the Association and selected classified employees for the purpose of on the job training.

The following stipulations shall govern the program:

- A. The program shall be limited to ten (10) students at any one time.
- B. Employee participation is voluntary. Employees shall not be required to participate and may cancel participation in nonemergency situations with one (1) week's notice to the District. In emergency situations which require the immediate removal of the participating student the employee shall immediately notify his/her building supervisor of the termination and the reasons thereof.
- C. No student shall be placed in a classification where a reduction in force or reduction in hours has taken place within the classification until that reduction has been restored.
- D. The mentor and the teacher responsible for the student's program shall jointly develop an appropriate program for each individual student.

ARTICLE 24 - EXECUTION/SIGNATURES

A. According to the terms of this Agreement, executed this _____th day of September, 2014 in Brookings, Oregon, by the undersigned officers by the authority of and on behalf of the Brookings-Harbor School District 17C Board of Education and the Brookings-Harbor Education Association.

FOR THE ASSOCIATION:

FOR THE DISTRICT:

Negotiation Chairperson

Board Chairperson

Brookings-Harbor Education
Association President

Board Vice-Chairperson

APPENDIX A-1
BROOKINGS HARBOR SCHOOL DISTRICT 17C
Licensed Staff Salary Schedule
July 1, 2014 to June 30, 2015

192 Days

2014-2015			
BA	BA+24	BA+45	BA+60
33,059	34,381	35,757	37,189
34,381	35,757	37,189	38,675
35,757	37,189	38,675	40,222
37,189	38,675	40,222	41,828
38,675	40,222	41,828	43,504
40,222	41,828	43,504	45,245
41,828	43,504	45,245	47,053
43,504	45,245	47,053	48,933
45,245	47,053	48,933	50,893
47,053	48,933	50,893	52,927
48,933	50,893	52,927	55,045
50,893	52,927	55,045	57,248

APPENDIX A-2
BROOKINGS HARBOR SCHOOL DISTRICT 17C
Licensed Staff Salary Schedule
July 1, 2015 to June 30, 2016

192 Days

2015-2016			
BA	BA+24	BA+45	BA+60
33,720	35,069	36,472	37,932
35,069	36,472	37,932	39,448
36,472	37,932	39,448	41,026
37,932	39,448	41,026	42,665
39,448	41,026	42,665	44,374
41,026	42,665	44,374	46,150
42,665	44,374	46,150	47,994
44,374	46,150	47,994	49,912
46,150	47,994	49,912	51,911
47,994	49,912	51,911	53,986
49,912	51,911	53,986	56,146
51,911	53,986	56,146	58,393

APPENDIX A-2
BROOKINGS HARBOR SCHOOL DISTRICT 17C
Licensed Staff Salary Schedule
July 1, 2016 to June 30, 2017

192 Days

2016-2017			
BA	BA+24	BA+45	BA+60
34,394	35,770	37,202	38,691
35,770	37,202	38,691	40,237
37,202	38,691	40,237	41,846
38,691	40,237	41,846	43,518
40,237	41,846	43,518	45,262
41,846	43,518	45,262	47,073
43,518	45,262	47,073	48,954
45,262	47,073	48,954	50,911
47,073	48,954	50,911	52,949
48,954	50,911	52,949	55,066
50,911	52,949	55,066	57,269
52,949	55,066	57,269	59,561

**APPENDIX B-1
BROOKINGS HARBOR SCHOOL DISTRICT 17C
Classified Staff Salary Schedule
July 1, 2014 to June 30, 2015**

2014-2015										
	Substitute Rate	1	2	3	4	5	6	7	8	
Playground Aide/Pathways	1	9.14	9.41	9.70	10.02	10.30	11.01	10.87	11.16	11.49
TA2	2	9.26	9.53	9.79	10.12	10.39	10.69	10.97	11.24	11.56
TA1	3	9.96	10.25	10.57	10.89	11.22	11.53	11.86	12.16	12.52
FOOD 2	4	9.65	9.94	10.23	10.52	10.84	11.14	11.45	11.75	12.10
FOOD 1	5	9.89	10.19	10.46	10.78	11.09	11.28	11.69	12.01	12.36
SEC 3	6	9.38	9.67	10.00	10.31	10.65	10.93	11.25	11.58	11.92
SEC 2	7	10.64	10.96	11.31	11.67	12.02	12.39	12.78	13.13	13.49
SEC 1	8	13.11	13.50	13.97	14.41	14.88	15.32	15.77	16.22	16.69
CUST 2	9	10.50	10.81	11.16	11.49	11.86	12.21	12.54	12.89	13.27
CUST 1/GRN	10	12.68	13.06	13.49	13.92	14.35	14.81	15.25	15.67	16.15
M HELPER	11	13.92	14.34	14.76	15.15	15.55	15.96	16.36	16.78	17.29
COMPUTER	12	12.58	13.06	13.49	13.92	14.35	14.81	15.25	15.67	16.15
MAINT	13	16.18	16.67	17.24	17.77	18.34	18.89	19.43	19.97	20.57
BUS DRV	14	11.49	11.83	12.25	12.68	13.12	13.55	13.68	14.39	14.83
Library Tech II Secondary	15	11.05	11.38	11.75	12.10	12.45	12.81	13.17	13.49	13.89
Library Tech I Elementary	16	12.14	12.50	12.91	13.28	13.70	14.10	14.47	14.83	15.27
Life Skills Aide	17	11.76	12.11	12.48	12.85	13.25	13.63	14.01	14.38	14.77
PlayWorks Coach*	18	11.11	11.45	11.79	12.15	12.51	12.89	13.27	13.69	14.08
Speech/Language Pathologist Ass't	19	16.14	16.62	17.37	18.14	18.96	19.81	20.71	21.64	22.61

Note: The corresponding Substitute Rate shall be paid to any member working outside of their regular contracted job with no loss of wages.

*Donna Fleshman will be paid \$13.91, as long as she remains PlayWorks coach, until such time as the salary schedule and step catch up to the \$13.91 hourly rate.

APPENDIX B-2
BROOKINGS HARBOR SCHOOL DISTRICT 17C
Classified Staff Salary Schedule
July 1, 2015 to June 30, 2016

2015-2016										
	Substitute Rate	1	2	3	4	5	6	7	8	
Playground Aide/Pathways	1	9.32	9.60	9.89	10.23	10.51	10.79	11.09	11.38	11.72
TA2	2	9.45	9.73	9.99	10.32	10.60	10.90	11.19	11.47	11.79
TA1	3	10.16	10.46	10.78	11.11	11.44	11.77	12.10	12.41	12.77
FOOD 2	4	9.84	10.14	10.44	10.74	11.06	11.37	11.68	11.99	12.35
FOOD 1	5	10.09	10.39	10.67	11.00	11.31	11.51	11.92	12.25	12.61
SEC 3	6	9.57	9.86	10.20	10.52	10.86	11.15	11.47	11.81	12.16
SEC 2	7	10.85	11.18	11.54	11.90	12.26	12.64	13.04	13.39	13.76
SEC 1	8	13.37	13.77	14.25	14.70	15.18	15.63	16.09	16.54	17.02
CUST 2	9	10.71	11.03	11.38	11.72	12.10	12.45	12.79	13.15	13.54
CUST 1/GRN	10	12.93	13.32	13.76	14.20	14.64	15.11	15.56	15.98	16.47
M HELPER	11	14.20	14.63	15.06	15.45	15.86	16.26	16.69	17.12	17.64
COMPUTER MAINT	12	12.93	13.32	13.76	14.20	14.64	15.11	15.56	15.98	16.47
BUS DRV	13	16.50	17.00	17.58	18.13	18.71	19.27	19.82	20.37	20.98
Library Tech II Secondary	14	11.72	12.07	12.50	12.93	13.38	13.82	14.25	14.68	15.13
Library Tech I Elementary	15	11.27	11.61	11.99	12.34	12.70	13.07	13.43	13.76	14.17
Life Skills Aide PlayWorks	16	12.38	12.75	13.17	13.55	13.97	14.38	14.76	15.13	15.58
Coach*	17	11.99	12.35	12.73	13.11	13.51	13.90	14.29	14.67	15.07
Speech/Language Pathologist Ass't	18	11.33	11.68	12.03	12.39	12.76	13.15	13.54	13.95	14.36
	19	16.46	16.95	17.72	18.50	19.34	20.21	21.12	22.07	23.06

Note: The corresponding Substitute Rate shall be paid to any member working outside of their regular contracted job with no loss of wages.

*Donna Fleshman will be paid \$13.91, as long as she remains PlayWorks coach, until such time as the salary schedule and step catch up to the \$13.91 hourly rate.

**APPENDIX B-3
BROOKINGS HARBOR SCHOOL DISTRICT 17C
Classified Staff Salary Schedule
July 1, 2016 to June 30, 2017**

2016-2017

Note: The corresponding Substitute Rate shall be paid to any member working outside of their regular contracted job with no loss of wages.

	Substitute Rate	1	2	3	4	5	6	7	8	
Playground Aide/Pathways	1	9.51	9.80	10.09	10.44	10.72	10.99	11.31	11.61	11.95
TA2	2	9.73	9.92	10.19	10.53	10.82	11.12	11.41	11.70	12.02
TA1	3	10.46	10.67	10.99	11.33	11.67	12.00	12.34	12.66	13.03
FOOD 2	4	10.14	10.34	10.65	10.95	11.29	11.60	11.91	12.23	12.60
FOOD 1	5	10.39	10.60	10.88	11.22	11.54	11.84	12.17	12.50	12.86
SEC 3	6	9.86	10.05	10.39	10.73	11.07	11.37	11.70	12.04	12.40
SEC 2	7	11.18	11.40	11.76	12.15	12.51	12.89	13.30	13.65	14.06
SEC 1	8	13.77	14.05	14.53	14.99	15.48	15.94	16.41	16.86	17.36
CUST 2	9	11.03	11.25	11.61	11.95	12.34	12.69	13.05	13.41	13.81
CUST 1/GRN	10	13.32	13.59	14.04	14.48	14.94	15.41	15.88	16.31	16.80
M HELPER	11	14.63	14.93	15.36	15.76	16.17	16.59	17.02	17.46	18.00
COMPUTER	12	13.32	13.59	14.04	14.48	14.94	15.41	15.88	16.31	16.80
MAINT	13	17.00	17.34	17.93	18.49	19.09	19.66	20.21	20.78	21.41
BUS DRV	14	12.07	12.27	12.74	13.19	13.64	14.09	14.53	14.98	15.44
Library Tech II Secondary	15	11.61	11.84	12.23	12.59	12.96	13.33	13.69	14.04	14.45
Library Tech I Elementary	16	12.75	13.01	13.43	13.83	14.25	14.67	15.05	15.44	15.90
Life Skills Aide	17	12.23	12.60	12.98	13.37	13.78	14.18	14.58	14.96	15.37
PlayWorks Coach*	18	11.56	11.91	12.27	12.64	13.02	13.41	13.81	14.23	14.65
Speech/Language Pathologist Ass't	19	16.79	17.29	18.22	18.80	19.73	20.61	21.54	22.51	23.52

Note: The corresponding Substitute Rate shall be paid to any member working outside of their regular contracted job with no loss of wages.

*Donna Fleshman will be paid \$13.91, as long as she remains PlayWorks coach, until such time as the salary schedule and step catch up to the \$13.91 hourly rate.

APPENDIX C-2

BROOKINGS HARBOR SCHOOL DISTRICT 17C

EXTRA DUTY SALARY SCHEDULE

LEVEL	2014-2016	2016-2017	POSITION
1	4,801	4,897	All high school head coaches, Cheerleading/dance team, instrumental music, Theater School, High School Yearbook Advisor, High School Leadership Advisor, Robotics and High School Music.
2	3,772	3,847	Azalea Music
3	3,429	3,498	All high school assistant coaches, Forensics, Newspaper
4	2,743	2,798	All middle school head coaches, Program Coordinator I and Knowledge Bowl
5	2,058	2,099	All other middle school coaches, and Program Coordinator II
6	1,715	1,749	Mentor teacher, High School Class Advisors, High School Department Chair, and Program Assistant

Any club or activity, with prior approval of administration, shall be paid at the chaperone rate. Time shall be submitted on a District time sheet and submitted on a monthly basis.

The parties agree to evaluate the placement of positions and the structure of the Extra-Duty Schedule for the 2017-18 contract bargain .