

District Package Proposal 10/30/23

Revised Articles:

Art. 2 – Association Rights

Art. 4 – Grievance Procedures

Art. 5 – Complaint Procedures

Art. 9 – Assignments & Transfers

Art. 12 – Benefits

Art. 13 – Compensation

Art. 15 – Work Year

***Art. 16 – Teaching Hours** Package does not include counter-proposal, as District requests deep discussion regarding topic during bargaining sessions. Included on this list to indicate willingness to consider revisions. Additionally, any additions to Article 16 that require additional financial resources, would reduce overall compensation package by commensurate amount.*

Art. 19 – Personnel Files

Art. 22, 23, 24, 25 – Nondiscrimination/Academic Freedom/Personal Freedom/Criticism

Art. 26 – Evaluation of Students

District 9/18/23 Proposal:

Art. 6 – Professional Improvement + **MoA regarding Criteria Committee**

Art. 7 – Leaves (Increments of time, Oregon Paid Family & Medical Leave Insurance, Bereavement, Unpaid Leaves of Absence) **(5/18/23)**

Art. 10 – Reduction In Force & Recall (Compliance with statute re: cultural/linguistic expertise) **(5/18/23)**

Art. 18 – Special Instruction & Classroom Management – *we recommend this Article be taken up by climate and culture task force for consideration.*

Status Quo:

Art 1 – Status of Agreement (with housekeeping changes the parties have already agreed to)

Art 3 – District Rights

Art. 8 – Employment Status

Art. 11 – Dues & Payroll Deduction

Art. 14 – Other Compensations

ARTICLE 2

ASSOCIATION RIGHTS

A. After reporting to the site's main building office, the Association ~~or its~~ representative(s) shall have the right to transact official Association business on school district property at all reasonable times, including the right to meet with Certified Employees during regular work hours at the Certified Employee's worksite to address grievances, complaints, and matters related to employment relations, provided that it does not interfere with or interrupt classes or other district normal school operations.

B. All district facilities and property School rooms or other meeting rooms shall be made available for Association use for matters dealing with the Bend-La Pine Association Schools Certified Employees, members and the District as reasonably requested, without charge to the Association, except that

In addition to any Association time provided during staff meetings, the Association shall also have the right to conduct building/worksite meetings before and after regular work hours, during meal periods, and during any other break periods. The Association shall have the right to select the time and place of meetings, provided that the meeting does not interfere with District operations. The Association shall have the right to conduct meetings without undue interference, as that may be interpreted under Oregon law.

The District shall ordinarily not charge a fee to the Association for use of District facilities and property for meetings, however it may make a reasonable charge when special service is required beyond normal operations. The Association shall use the District's facilities use request system and process, and shall pay for the cost of all materials and supplies associated with the uses described above.

C. The Association shall have the right to lawfully use school facilities and equipment at reasonable times when they are not otherwise in use. The use of such facilities and equipment shall be limited to matters dealing with the Association and the District. The Association shall pay for the cost of all materials and supplies incidental to such use and, in the event the offset printing press is used, shall pay the labor costs and reasonable appreciation incidental thereto.

D. Bulletin Boards

The District shall make at least one bulletin board in each building available to the Association. The Association shall have the right to post notices of activities and matters of concern to the Association on these designated bulletin boards.

Mail Service

The Association shall have at least two (2) fully participating Certified Employees voting members on any committee of thirteen (13) or more Certified Employees members whose purpose it is to interview for a new Superintendent for the District. If said committee has fewer than thirteen (13) Certified Employees members, the Association shall have at least one (1) fully participating Certified Employee voting member on the committee. Certified Employees described in this subsection shall be nominated by the Association, subject to District approval.

F H. The District shall grant Association-designated representatives up to three hours per month per designated representative of paid leave to perform union duties during regular scheduled work hours without loss in pay, benefits, leave accrual, or seniority provided there is no interruption of normal school operations and/or performance of the designated representative's essential job functions, and provided prior approval has been obtained from the building administrator.

The Association will provide the District with a list of designated representatives by the start of school each year, and will notify the District within ten (10) working days of any subsequent changes to the list.

Duties of Association-designated representatives include: investigating and processing grievances; investigating and processing workplace complaints; attending District investigation and disciplinary meetings; preparing for and participating in administrative hearings, arbitration proceedings, and ERB hearings; participating in Labor/Management meetings; participating in new member orientations; complying with an Association business-related subpoena; attending union trainings; conducting interviews of Certified Employees on Association-related matters; and performing other duties as may be agreed upon by the Association and District.

Members from each building representing the Association as Bend-La Pine faculty representatives shall be released from supervisory duties to engage in Association business which is not detrimental to the District.

I. Any member participating in a grievance or negotiating meeting with the Board or its representative shall be released from regular duties without loss of salary if such meeting is scheduled during school hours.

G J. Association Officer Leave and Release Time

At the request of the Association, the District agrees to provide the BEA President a fully paid leave of absence. A Certified Employee on Association Officer Leave shall have the right to terminate their leave at any time for any reason. If this provision is found to be illegal, the parties shall return to the provisions utilized for BEA President leave in the 1998-99 collective bargaining agreement and the applicable Memorandum of Agreement.

J M. School Board Meetings

The Association shall have the opportunity to suggest items for the agenda of School Board meetings.

K N. If a digital format staff directory may be made available to Certified Employees through the Human Resources Information System, the District will provide such access. Additionally, if the District prints a staff directory, each Certified Employees member may will receive a copy upon request.

L O. Upon request of the Association President, the District will grant up to twenty (20) days per year for representatives of the Association to attend conferences or conventions of state and national affiliated organizations that pertain to collective bargaining, contract maintenance, and related activities or that bear a direct relationship to the Association's Labor/Management relationship to the District, if a qualified substitute is available. The President will submit the names of Certified Employees members attending conferences at least ten (10) working days in advance. The Association will reimburse the District for the cost of the substitute.

M P. The District will seek input annually from all Certified Employees members in planning inservice programs and activities for Certified Employees members.

N. Access To Employee Information

The District shall provide to the Association, in a editable digital file format agreed to by the Association, the best known contact information for each employee, including name, phone numbers, work and personal email addresses, and home mailing address.

Additionally, the District shall provide to the Association, in an editable digital file format agreed to by the Association, the following employment information for each employee: name, employee number, date of hire, job title, salary, and work site.

Information for new employees must be provided within ten (10) calendar days of the date of hire, and information for current employees must be provided no less than once every one hundred and twenty (120) days.

O. Certified Employees may suggest items for the agenda of staff meetings in their buildings. Suggestions for agenda items may be communicated either through a BEA-designated representative or directly in writing to the administrator responsible for the agenda.

At the request of the Association Building Representative(s), a regularly scheduled meeting between administration and the Building Representative will be scheduled for the discussion of building business including, but not limited to, site climate and contract administration.

ARTICLE 4

GRIEVANCE PROCEDURES

Section I. DEFINITIONS

A. "Grievance" shall **be defined as mean a claim by the Association, a Certified Eor complaint by an employee, or a group of Certified Eemployees, of one or both of the following or the Association, as follows:**

1. "Contract Grievance" - **that there has been to that employee, group of employees, or the Association** a violation or inequitable application of any provisions of the contract.

2. "Policy Grievance" - **inequitable treatment that the employee, group of employees, or the Association has (have) been treated inequitably** by reason of any act or condition which is contrary to established School Board policy or practice governing or affecting employees.

B. "Class Grievance" - the Association may file a grievance on behalf of a class of employees, where all **Certified Employees members** of the class are similarly affected by the same alleged violation of the Agreement. In such situations, the Association shall act as the aggrieved party.

C. "Grievant" **shall be defined as is** the person, persons, or the Association who has (have) the grievance and is (are) presenting the complaint, also referred to as the complainant. The Association shall designate in writing an individual within the District to act as local grievance contact representative in the filing and handling of grievances which are initiated by the Association itself.

D. **The** "Party in Interest" **shall be defined as is either** the person(s) **or persons** making the complaint or the person or persons against whom the complaint is made and/or the Association and/or the District.

E. "Representative" **shall be defined as is** an Association approved individual who may speak for and/or advise the grievant or the Association, or a District approved individual who may speak for and/or advise the District.

F. "Immediate Supervisor" **shall be defined as is** the one who has direct administrative or supervisory responsibilities over the grievant in the area of grievance as stated in Board Policy.

G. "Binding Arbitration" **shall be defined as is** a decision by an arbitrator or committee of arbitrators which requires compliance by both parties in interest.

H. "Days" **shall be defined as -The term "days" when used in this article shall, except where otherwise indicated, mean the Certified Employee member** contract days, excluding holidays. When a grievance is submitted on or after May 1, **days shall be defined as the time limit shall consist of** calendar days so that the matter may be

H. All documents, communications, and records of a grievance **and its processing** will be filed in the School District office separately from the personnel files **and may not be reviewed by anyone other than Human Resources staff in the absence of specific approval by the Superintendent or designee. This provision does not preclude the District from updating personnel files with revised records that are the outcome of a grievance. Except as provided above, Grievance records may not be considered in connection with decisions or recommendations regarding employment status, assignment or transfer considerations, or evaluations.**

Except as otherwise provided by law, meetings and hearings under this procedure shall not be conducted in public and shall include only District representatives, the Grievant(s), and Association representatives.

I. **All grievance fForms for processing grievances** shall be prepared by the **S**uperintendent or their **superintendent's designeated representative** in cooperation with the **BEA President or their designee Association and will be printed and given appropriate distribution by the parties so as to facilitate operation of the grievance procedure. At the request of either party, a meeting will be scheduled to review and consider revisions to the Grievance Form.**

J. If any **member of Association's Grievance Committee member** is a party in interest to any grievance, **they that member** shall not serve as the Association's grievance representative in the processing of such grievance.

K. Expenses for the arbitrator's services and the proceedings shall be borne equally by the parties involved. However, each party shall be completely responsible for all costs of preparing and presenting its own case, including compensating its own representatives and witnesses. If either party desires a record of the proceedings, it shall solely bear the cost of such record.

L. The grievance procedure will not be used while a grievant is under the jurisdiction of the courts or has resorted to the judicial process.

M. Written grievances initiated by a grievant pursuant to Section III, Level Two, will either (a) contain the signature of the grievant **Certified Employee member** or one of a group of grievant **Certified Employees members** (if a grievance is initiated by a grievant group of employees as defined in the grievance procedure) when initially submitted in writing, or (b) if such signature cannot be obtained by the time deadline for initial filing of a written grievance, such signature will be provided as soon as possible thereafter upon request of the District.

N. To be timely a request for a meeting at Level One must be made within ten (10) days following the act or condition which is the basis of the grievance, or, if the grievant had no knowledge of the said act or condition at the time it was happening, within ten (10) days of the first such knowledge.

Section III. LEVELS OF GRIEVANCE

Level One - Informal Grievance

If the grievant is not satisfied with the Board's decision, the Association may appeal a contract grievance to Level Five by giving written notification within ten (10) days of the date of the receipt of the Board's decision. Policy grievances cannot be appealed to Level Five.

Level Five

Within ten (10) days of the notification, the Association shall request a list of seven (7) arbitrators from the Oregon Employment Relations Board. The list shall be limited to arbitrators who maintain offices in Oregon and/or Washington State. The arbitrator shall be selected by a strike-off procedure. If, after receipt of the list of arbitrators but before the strike-off procedure is begun, the parties agree, the parties may select an arbitrator by mutual agreement. The Association shall arrange for arbitration of the case at a mutually agreeable time and place. The parties will be bound by the rules of the American Arbitration Association for the conduct of the hearing. The arbitrator's decision shall be final and binding as long as it does not alter the term of this agreement.

Grievances which are subject to the jurisdiction of the Equal Employment Opportunity Commission, or the Civil Rights Division of the Oregon Bureau of Labor and Industries, are not subject to arbitration. Elimination of, addition to or changes of Board policy, procedures and regulations are not subject to arbitration. Dismissal and non-renewal of permanent, probationary or temporary **Certified Employees members** is not subject to arbitration, except as provided in the Evaluation article.

**FLOW CHART FOR BEND-LA PINE PUBLIC SCHOOL DISTRICT NO. 1
GRIEVANCE PROCEDURES**

[Insert Table Here]

Level One – Informal

GRIEVANT-----**IMMEDIATE**
SUPERVISOR
Within 10 days of first knowledge
Appeal to Level 2 in 10 days

Level Two – Formal (Written Grievance)

GRIEVANT-----**IMMEDIATE**
SUPERVISOR
Within 10 days of Level 1
Decision in 10 days
Appeal to Level 3 in 10 days

Level Three – Meeting (Appeal)

ARTICLE 5

COMPLAINT PROCEDURES

A. **"Complaint" shall be defined as an allegation against a Certified Employee asserted by a parent, community member, student, or any third party or staff member, excluding an administrator or other management employee. A complaint is negative information about a member received from a third party.**

B. A conference with the Certified Employee member will be held under any of the following circumstances:

1. If the administration intends to make a record in the evaluation report of the complaint;
2. If the administration intends to place a record in the Certified Employee's member's personnel file of the complaint or take any disciplinary action;
3. If, in the administration's judgment, such complaint is sufficiently relevant to the employee's performance as to indicate the desirability of a conference; or
4. If the Certified Employee member learns of a complaint and requests such a conference.

C. The conference with the Certified Employee member shall be held within **thirty fifteen (30 15)** working days after the complaint was made to the administrator unless:

1. Either the Certified Employee member or supervisor is absent, in which case the timeline shall be extended by the period of the absence; or
2. A criminal or child abuse investigation is under way, in which case the District shall not proceed with a Certified Employee member conference until authorized by legal authorities.

D. At the conference, the specifics of the complaint shall be explained to the Certified Employee member. The administrator will provide the Certified Employee member with the date the complaint was made and the name of the complainant unless the administration is prevented by law from doing so or unless the complainant requests anonymity. If the **initial** complaint is in writing, the administrator shall provide a copy of the complaint to the Certified Employee member. If the complainant requests anonymity or if the District is required by law to withhold the name of the complainant, the administrator will make a reasonable effort to redact any information in the complaint that would allow the Certified Employee member to identify the complainant before providing the written complaint to the Certified Employee member.

E. The administrator **shall must** address the complaint using a fact-finding and/or objective problem-solving **investigation process focus**. However, this shall not prevent the administration from taking disciplinary action after completing an investigation and the procedure set forth in this Article. Anonymous complaints will not form the basis of a record

ARTICLE 6

PROFESSIONAL IMPROVEMENT

A. TUITION REIMBURSEMENT

The Board and the Association support the principle of continuing training for Certified Employees members for the improvement of instruction and quality education for the benefit of the children of the District. This shall include internal training for special instruction and classroom management.

1. Tuition shall be reimbursed for coursework related to:
 - a. TSPC endorsement area(s), or
 - b. Teaching assignment

To be eligible for reimbursement, coursework must be in the upper division or graduate level. However, lower division coursework may be approved for reimbursement by the District to meet special needs. Tuition reimbursement may be granted for advanced practicums which are defined as practical application experiences for credit that are required as part of an official program of study for an advanced degree or additional licensure beyond a Certified Employee's member's initial license.

2. Application for tuition reimbursement must be submitted to the immediate supervisor prior to enrolling in the course. The central office administrator, or designee, in charge of staff development will also review the application and return the decision to the Certified Employee member prior to the first day of the course.

3. Tuition for courses approved under Sections a. and b. above **that are undertaken as part of a district-approved program for obtaining an endorsement, a certification, a CTE license, or a degree** shall be reimbursed at ~~seventy-five~~ **fifty** percent (~~75~~ **50**%) of the actual cost. ~~Reimbursement shall not exceed a maximum of 75% of the cost of the tuition for fifteen (15) quarter units in one year or not more than 75% of the cost of the tuition for twenty-four (24) quarter units in a two-year period at the Oregon University systems average rate for graduate credit.~~ The Oregon University average rate shall be calculated using the rates in effect as of September 1 of the contract year.

4. Any Certified Employees members receiving tuition reimbursement for summer course work will complete their contracted days for the subsequent school year or the reimbursement will be returned to, or withheld by, the District. Any tuition reimbursement for classes completed by the end of the first college term during the school year will not be returned to the District if the Certified Employee member leaves the District after the completion of his/her contract. If such is taken or completed after the end of the first college term and he/she resigns before completing the next full school year, the tuition reimbursed will be returned to or withheld by the District. This provision shall not apply when for physical reasons, or other circumstances beyond his/her control, the employee is incapable of further services. In such cases, the employee shall provide the Superintendent with a statement from a licensed physician.

In situations where a temporary employee takes courses after the completion of the first college term, the District will withhold tuition reimbursement until it is determined that the employee has returned to the District as a certified employee the following school year. In situations where

MEMORANDUM OF AGREEMENT

Art 6 – Tuition Reimbursement Criteria Committee

In the interest of identifying established, mutually agreeable criteria for coursework eligible for tuition reimbursement, the parties agree to form a committee of an equal number of members to discuss the issue, attempt to reach a consensus, and to report back to the parties their recommendations.

Prior to implementation of any recommendations of the committee, the recommendations must first be approved by the BEA Executive Board and the Bend-La Pine Superintendent or their designees.

FOR THE ASSOCIATION

FOR THE DISTRICT

Date: _____

Date: _____

ARTICLE 7

LEAVES

A. DEFINITIONS

Immediate Family:

For the purpose of leaves, "immediate family" means a person who by blood, adoption, practice or marriage is the employee's grandparent, grandchild, parent, sibling, child, or spouse, or the spouse's immediate family.

B. SICK LEAVE

Sick leave may be used for the Certified Employee's member's illness/injury and illness/injury of the Certified Employee's member's immediate family. Additionally, in addition, the District will allow up to two (2) days of sick leave may to be used for medical and/or dental appointments not related to illness or injury with a medical provider. Sick leave shall may be used in increments of four (4) hours when a substitute is required by the district. If a substitute is not required by the district or if the district approves internal coverage, sick leave shall be used in increments of one (1) hour. Certified Employees scheduled for less than eight (8) hours in a particular work day will not have sick leave deducted more than the number of work hours scheduled.

1. The District shall allow ten (10) days sick leave at full pay for each school year or one (1) day per month employed, whichever is greater. Accumulated unused sick leave at retirement shall be applied (on an 8-hour basis) to increase retirement benefits under the Public Employee Retirement System, ORS 237.153.
2. At the option of the District in cases of prolonged illness or suspected abuse, sick leave in excess of five (5) consecutive workdays shall be allowed only upon certificate of the Certified Employee's member's attending physician that the illness or injury prevents the Certified Employee member from working.
3. Sick leave not taken shall accumulate for an unlimited number of days. The District shall permit a Certified Employee member to take up to seventy-five (75) days sick leave accumulated in other Oregon districts. The accumulation shall not exceed that carried by the most recent employing district. However, the transfer of sick leave from another Oregon district shall not be effective until the Certified Employee member has completed thirty (30) working days in this District.
4. For purposes of determining retirement benefits, the District shall permit a Certified Employee member to transfer an unlimited number of days of unused accumulated sick leave from another Oregon district employer.
5. If, at the beginning of a school year, a Certified Employee member previously employed for at least one (1) school year, is ill and unable to resume his/her teaching duties and such Certified Employee member had unused accumulated sick leave days

leave or a combination of paid and unpaid time. If an employee elects to take FMLA or OFLA leave to care for a newly born, adopted, or foster-placed child, or qualifying disabled older child, the employee may select one of the two options set out below:

a. Sick Leave: If the employee elects to use paid sick leave for the first thirty (30) workdays (or until sick leave is exhausted, if the employee has less than thirty days of accrued sick leave), upon the passage of thirty (30) days or the exhaustion of sick leave, whichever is sooner, the employee shall be required to use all accrued paid personal leave. Upon exhaustion of personal leave, the employee shall be required to use his or her remaining sick leave, and upon exhaustion of sick leave, may use *up to 15 days of sub-deduct* as provided in Section I before going on unpaid leave.

b. Non-Sick Leave: If the employee elects to not use sick leave, he or she may either use sub-deduct as provided in Section I or be unpaid for the first fifteen (15) workdays. Upon passage of the first fifteen workdays, the employee shall be required to use all accrued paid personal leave. Upon exhaustion of personal leave, the employee shall go on unpaid leave.

Additional time may be mutually agreed upon between the Certified Employee member and the District and will be without pay.

If a teacher elects to take leave under the provisions of FMLA or OFLA, the teacher shall not receive a personal leave voucher for unused personal leave under Section H. of this Article.

D. OREGON PAID FAMILY & MEDICAL LEAVE INSURANCE

1. Effective September 1, 2023, Certified Employees shall pay the employee contributions to Oregon Paid Family & Medical Leave Insurance, and the District shall pay the employer contributions.

2. A Certified Employee who receives a benefit under Paid Family & Medical Leave Insurance shall use accrued sick leave and personal leave to make up the difference between their benefits and their normal salary. Upon receiving notice of the benefit a Certified Employee has or will receive under Paid Family & Medical Leave Insurance, the District shall draw and apply the accrued sick and personal leave hours necessary to ensure that the Certified Employee receives their normal salary.

3. If the need for the leave is foreseeable, an eligible Certified Employee shall provide to the District written notice at least thirty (30) calendar days before commencing a period of paid family, medical or safe leave. Examples of foreseeable leave include, but are not limited to, an expected birth, planned adoption or foster placement of a child, or a scheduled medical treatment for a serious health condition of the eligible Certified Employee or a family member of the eligible Certified Employee. The Certified Employee's written notice may be provided by email or submitted in person, and must include (a) the Certified Employee's first and last name, (b) the type of leave requested, (c) an explanation of the need for leave, and (d) the anticipated timing and duration of leave, including whether leave is to

1. Keeping such compensation and having a full salary deduction or;
2. Surrendering such compensation and retaining his/her regular pay from the District.

H.G. PERSONAL LEAVE

1. The District recognizes that a **Certified Employee member** may need time off for personal reasons. Two (2) working days paid leave of absence may be used as personal leave. If a bargaining unit **Certified Employee member** works less than ninety-five (95) work days (not including unpaid leave), the District shall provide only one (1) day of personal leave. Personal leave may be used for personal reasons if a qualified substitute is available. Personal leave may also be used for the employee's illness/injury and the illness/injury of the employee's immediate family. **Personal leave shall must be used in increments of at least four (4) hours when a substitute is required by the district. If a substitute is not required by the district or if the district approves internal coverage, personal leave shall be used in increments of one (1) hour. Certified Employees scheduled for less than 8 hours in a particular work day will not have personal leave deducted more than the number of work hours scheduled.**

2. No more than 5% of the bargaining unit **Certified Employees members** in a school or one (1) bargaining unit **Certified Employee member**, whichever is greater, may take personal leave on a given day. The **Superintendent or their designee immediate supervisor** may make exceptions due to unusual or highly extenuating circumstances.

3. Leave shall not be taken during the first week of the students' school year, the last week of the semester/trimester or the last two weeks of the school year. Leave shall not be taken during parent conference days. The **Superintendent or their designee immediate supervisor** may make exceptions due to unusual or highly extenuating circumstances.

4. The District will not rescind personal leave once approved by the Human Resources Department.

5. **Certified Employees members** will be allowed to bank up to one day of unused personal leave for future use, but no more than three (3) days of personal leave (two current year personal leave and one banked personal leave) will be available in any given year.

If the employment status of an employee terminates at the end of the school year, the District shall provide a payment of this benefit within thirty (30) days of termination.

I.H. CATASTROPHIC MEDICAL LEAVE BANK

The Association and the District agree to create a Catastrophic Medical Leave Bank, herein referred to as the "Bank," effective July 1, 2012.

1. Catastrophic Leave Bank Committee

a. The Committee shall be composed of three (3) Bend Education Association **Certified Employees members** and three (3) District **Certified Employees members**.

- a. Employee initiates contact with the District's Benefits Specialist – regarding reason for leave and paid leave available.
- b. If deemed appropriate, employee completes and returns the Catastrophic Medical Leave Application, available from Human Resources.
- c. Application will be reviewed by the Catastrophic Medical Leave Bank Committee.
- d. Employee will receive written notification within ten (10) working days of receipt of application of the committee's decision.
- e. Upon approval of Catastrophic Medical Leave, Human Resources will make appropriate adjustments to the employee's leave and time sheet records.

The use of sick leave and personal leave shall be reviewed annually and this incentive provision shall be continued based on mutual agreement of the parties.

J.I. UNPAID LEAVES OF ABSENCE

1. Annual Leave

a. The Superintendent shall make available leaves of absence, without pay, in a number consistent with the Superintendent's ability to provide qualified staffing as determined by the Superintendent or his/her designee. The term of such leave shall be one (1) year; it may be extended upon approval of the Superintendent or designee. However, two (2) year leaves may be granted for international/out-of-country teaching opportunities. Such leaves shall be granted based on an approved leave plan, which may include other employment. Leaves will not be granted for the purpose of pursuing a teaching career in another district, public or private, or in institutions of higher education. However, leaves may be granted to participate in an approved teacher exchange program and/or teaching out of the country. To be eligible, recipients must have been with the District for five (5) consecutive years. All applications must be filed with the superintendent on or before April 15. Any need on the part of the annual leave recipient to supplement his or her income with supplemental employment shall not be the basis for voiding or denying annual leave. Upon returning from an approved leave, the **Certified Employee member** shall be entitled to the position or position title held prior to leave. The **Certified Employee member** shall retain salary experience credit and all accrued fringe benefits such as previously accumulated sick leave as though that **Certified Employee member** had not interrupted service with the District. The **Certified Employee member** shall not accumulate additional sick leave while on leave of absence. Any professional experience gained during the term of leave shall be evaluated for salary credit upon return. Failure to return from leave at the end of the specified time may result in forfeiture of employment rights.

b. **Certified Employees shall also be eligible for unpaid leave of absence for the balance of the school year following an approved FMLA or OFLA absence when, upon exhaustion of protected leave, the employee needs to remain on leave. Upon returning from an approved leave, the Certified Employee shall be entitled to the position or position title held prior to leave. The Certified Employee shall retain salary experience credit and all accrued fringe benefits such as previously accumulated sick leave as though that Certified Employee had not interrupted service with the District. The**

ARTICLE 9

ASSIGNMENTS AND TRANSFERS

A. In acting on applications for voluntary transfer to an available posted position, the District shall apply the following criteria:

1. Individual qualifications including, but not limited to, certification.
2. Instructional requirements for the grades, subjects, buildings and assignments in the Certified Employee's member's current position and the position for which the Certified Employee member has applied.
3. Staff continuity for evaluation purposes and staff availability and experience mix for the Certified Employee's member's current position and the position for which the Certified Employee member has applied.
4. Where the foregoing factors are substantially equal, the preference in assignment or transfer shall be given to the applicant with the greatest number of years of service in the District.

B. Positions that are open in the District will be posted on-line at the District's website; **when the District conducts a Pool Recruitment, it will maintain a regularly updated list of vacant positions for which the applicants are eligible. Posted vacancies will include the anticipated site assignment, if known.**

Any Certified Employee member desiring a transfer to another posted position shall submit a completed Request for Transfer form **through the District's Human Resources Information System. This form may be submitted either in person or electronically for consideration. An original copy shall be filed with the central office administrator in charge of Human Resources.** The application shall set forth the reasons for transfer; the school, grade level, subject or assignment sought; **and the applicant's academic qualifications; and any additional information the Certified Employee would like the District to take into consideration.**

A Certified Employee who has been involuntarily transferred during the prior twenty-seven (27) months may include a written explanation of the involuntary transfer circumstances as part of their transfer request.

Applicants with contract status for the upcoming school year will be **invited to submit recorded answers to screening questions or** granted an interview for a vacant position **if they request an interview within the deadline for applying as stated in the posting, depending on the recruitment process.** Probationary employees may apply but are not guaranteed **the right to a recorded submission or an** interview.

C. If requested by the Certified Employee member, the **Superintendent or their designee administrator in charge** shall provide a written statement of the reasons for the denial of a transfer **request.**

ARTICLE 10

REDUCTION IN FORCE AND RECALL

A. The District shall determine when reductions in force are necessary and which programs and **Certified Employees members** shall be affected. Provisions of this article shall apply when a bargaining unit **Certified Employee member** is laid off for reasons non-personal to the **Certified Employee member** such as actual or prospective reduction in staff, uncertainty in funding, administrative adjustments or reorganization, elimination of courses and programs, or declining enrollment. Reductions in force will be accomplished by application of the provisions set forth below.

B. Criteria for Reduction in Force and Recall:

Certified Employees members shall be considered for retention and recall based upon the following criteria:

1. Certification required for remaining positions.
2. Length of service with the District.
3. Competence
4. Merit
1. **Cultural or linguistic expertise**

C. Definitions of Criteria for Reduction in Force:

For purposes of application of paragraph B above, the following definitions will apply:

1. Length of Service shall be defined as the total length of continuous service with the District since the most recent date of actual service with the District. Authorized leaves of absence will not be considered a break in service but length in service will not accumulate while a **Certified Employee member** is on an authorized leave of absence for more than one full year. If two or more employees began their service in a bargaining unit position on the same date, the length of service will be computed by drawing lots.

Certified Employees members working half time or more but less than full time will receive full length of service credit if they accept such assignments to meet the needs of the District rather than at the employees' written request.

2. Competence

a. Competence shall be defined as the ability to teach a subject or grade level based upon recent teaching experience related to that subject or grade level as defined in C.3, and successful evaluation and/ or educational attainment, but not based solely on being licensed to teach.

D. Application of Criteria for Reduction in Force

1. The District shall make every reasonable effort to transfer permanent **Certified Employees members** of classes scheduled to be discontinued to other positions for which they are qualified and properly certified. Qualifications shall be determined on the basis of competency and merit as defined above.

2. After application of 1 above (and assuming affirmative action requirements have otherwise been met as may be required by law), necessary reductions in force shall be based on length of service, competency, **and merit, and cultural or linguistic expertise**. If the District decided to retain a **Certified Employee member** with less service than a **Certified Employee member** being laid off, the District shall determine that the **Certified Employee member** being retained has more competency or merit than the **Certified Employee member** who is released, **or that the release of the Certified Employee with cultural or linguistic expertise who has less seniority would result in a lesser proportion of Certified Employees with cultural or linguistic expertise.**

3. An administrator shall retain status and length of service as a permanent **Certified Employee member** in the District and voluntarily may return to teaching in a reduction in staff situation. However, an administrator who has never been employed as a non-administrative **Certified Employee member** in the District shall not be eligible to become a non-administrative **Certified Employee member** in the District if the effect is to displace a non-administrative permanent **Certified Employee member**.

E. Notice: The Superintendent will notify the Association and **Certified Employee(s) member(s)** as to which positions and individuals will be affected. Such notice will be in writing. The District will make every reasonable effort to provide twenty (20) working days' notice. The Association will be provided with a list of **Certified Employees members** who will be affected by the proposed layoff and the following information for each employee:

First day of actual service in a bargaining unit position

Certification

Current assignment

F. Recall

1. **Certified Employees members** who have been laid off will be given first right of refusal for all teaching openings for which they are qualified which occur within twenty-seven (27) months of the date of layoff.

2. Recall of the **Certified Employees members** shall be in the inverse order of layoff, assuming that the **Certified Employee member** is qualified for the vacancy giving rise to the recall after application of the criteria in paragraph B above. When recalled, the **Certified Employee member** will retain accumulated sick leave and years of experience as of the time of layoff for salary schedule placement and contract **Certified Employee member** status. A contract **Certified Employee member** who is recalled shall retain the contract status obtained before the layoff. A probationary **Certified Employee member** who is recalled shall have

ARTICLE 12

BENEFITS

A. AVAILABLE INSURANCE BENEFITS

The District shall inform all Certified Employees members new to the District of the insurance benefits provided for them, or made available to them by the Board under the conditions of the Agreement. Such information shall be made available to all Certified Employees members during preschool orientation.

B. INSURANCE PREMIUMS

The District shall make available insurance premium payroll deductions for all Certified Employees members enrolled in any of the negotiated insurance programs of the District.

C. FRINGE BENEFITS

1. For insurance effective October 1, 202~~3~~⁴ the District will contribute ~~\$1,488~~ **1,377.50** + ~~\$50.00~~ **70.50** = ~~\$1,538~~ **1448.00** per month for each full-time Certified Employee member unless the employee agrees to a reduced contribution toward the insurance premium. For insurance effective October 1, 202~~4~~² the District will contribute ~~\$1,538.00~~ **1448.00** + \$40 = ~~\$1,578~~ **1488.00** per month for each full-time Certified Employee member unless the employee agrees to a reduced contribution toward the insurance premium.

2. For employees working at least half time but less than full time, the District shall contribute an amount for insurance equal to the employee's percentage FTE times the amount of the District's contribution for full-time employees.

3. Insurance plans and carriers offered to Certified Employees members shall be selected by the Association from the Oregon Educators Benefits Board. Changes in plans and/or carriers for the duration of this Agreement shall be by mutual agreement between the parties. The benefit plan shall include the following coverage:

- i. Medical/Pharmacy
- ii. Dental w/ Orthodontia
- iii. Vision

4. The District shall provide a long-term disability plan as selected by the Association. The long-term disability premium shall be paid by the employee, after taxes, and not be eligible for Section 125.

5. The District shall facilitate employee participation in a Section 125 Plan. The District shall pay any fees for the plan which administers the premium out-of-pocket deductions. The employee shall pay any fees for the plan which administers deductions for child care and/or reimbursable medical expenses.

ARTICLE 13

PROFESSIONAL COMPENSATION

A. SALARY SCHEDULE

The Salary Schedules for 2023-24 shall reflect an increase of 5.3% over the 2022-23 Salary Schedules, and the Salary Schedules for 2024-25 shall reflect an increase of 4% over the 2023-24 Salary Schedules. The basic salaries and extra duty salaries of **Certified Employees members** covered by this Agreement for ~~2021-22 and 2022-23~~ **2023-2024 and 2024-2025** are set forth in Appendices A & B.

B. EXPERIENCE CREDIT

1. Successful applicants for teaching positions will be given credit for teaching experience gained elsewhere. The amount of credit depends upon a number of factors, including size of school system in which the previous experience was gained, the subject taught, whether the teaching was done in years immediately preceding the present application and so on. In no case will applicants be credited with more years of teaching experience than they have actually taught.

2. **CTE Teachers:** The District may also grant experience credit on the salary schedule to successful applicants for teaching positions in state approved professional technical programs for verified full-time work experience in the industry field directly related to the professional technical program in which the applicant will teach. Generally, the applicant will receive one (1) year of experience credit for two (2) years of applicable work in the field, not to exceed a maximum of ten (10) years of experience credit. **Column advancement shall include the following equivalence to graduate credit: successful completion of district pre-approved Professional Development Units at the rate of one seat-hour per PDU, with twenty (20) PDUs equal to one Quarter credit and thirty (30) PDUs equal to one Semester credit.**

3. The equivalent of ninety-five (95) contracted days worked during the school year is necessary to accumulate a year's teaching experience on the salary schedule.

C. PAY PERIODS

Certified Employees' members' salaries are paid on a twelve (12) month basis, the year extending from September 1, to August 31. One-twelfth (1/12th) of the annual salary will be due and payable each month during the school year. The June, July, and August check will be issued at the close of school. However, **Certified Employees members** on nine and one-half (9-1/2) month contracts may have the August check held until they report for duty in the fall. **Certified Employees members** not returning to the District for the succeeding year will be paid in full when they are released at the close of the school term. Monthly checks will be available in the school buildings or work centers on the last working day of each month. **Certified Employees members** may also select a direct deposit option to have their monthly check electronically transferred to their bank account. If such selection is made, the electronic transfer shall occur by the last working day of each month. The June, July, and August checks shall be electronically deposited on the same timeline as currently provided for normal payroll. In the event of the termination of a **Certified Employee's member's** contract, the District will compute the amount due to the **Certified Employee member** at a daily rate based upon the current school calendar for each day the **Certified Employee member** has been on duty. Any balance due the **Certified Employee member** will be paid to the **Certified Employee member** or those designated to receive this sum.

ARTICLE 15

WORK YEAR

Except as noted, The regular work year will not exceed 190 days, including:

- A. The following specific Five workdays:
1. Two days prior to the first student contact day.
 2. ~~One-half day at the end of the first and third quarter for school grading on a quarterly system.~~
 3. Certified Employees members shall have a full workday ~~to prepare report cards~~ at the end of each trimester or semester.
 4. Certified Employees members may be released early on the last work day with supervisor's written approval.
 5. K-5 Certified employees will have a full workday for conference preparation no more than one week prior to district-calendared conferences. If a conference preparation day falls on a Wednesday, that constitutes a scheduled teacher-directed SIW.
- A. Five legal school holidays.
- B. Part-time Certified Employee' members' obligations to attend in-service and/or collaborative late start or early release days shall be prorated as per their FTE and as approved by their principal.
- C. One early release day (School Improvement Wednesdays) per month for a total of ten nine (10 9) per year will be allocated for individual directed Certified Employee member work time. Dates will be determined by level (elementary, middle school, high school). ~~If a Conference Prep day falls on a Wednesday, that constitutes the scheduled teacher-directed SIW.~~
- D. Certified Employees may be required to attend up to four after-school/evening events per year, such as graduation, family engagement events, secondary open house, etc, as one of their contracted days.
- E. The District may require Certified Employees members new to the District to attend one (1) additional day at the Certified Employee's per diem pay rate no additional compensation within one (1) year of their first date of hire. ~~Members who attend this additional day will receive a \$100 supply and materials allocation to be used to benefit their classroom. Such allocation will be in addition to any other regular classroom supply funds provided.~~
- F. In case of an emergency school closure when Certified Employees members are not required to work, the number of days the Certified Employees members were not in attendance may be rescheduled, within the same academic year, without additional compensation.

ARTICLE 18

LEARNING ENVIRONMENT SPECIAL INSTRUCTION, AND CLASSROOM MANAGEMENT

The parties agree that safety and fostering appropriate and safe student behaviors are important priorities, requiring mutual efforts to ensure a safe learning environment. All staff share in the responsibility for the well-being of all.

A. SPECIAL INSTRUCTION

~~Recognizing the interest of both the District and members to provide for compliance with, and implementation of, legally required programs for special instruction, the District agrees to obtain classroom teacher input in the development, review, and modification of procedures for such compliance and implementation. Release time for classroom teachers in carrying out the above may be provided as determined by the District.~~

B. LEARNING ENVIRONMENT CLASSROOM MANAGEMENT

Building administrators will work collaboratively with the Certified Employees assigned to their site to establish expectations, guidelines, and procedures for creating and maintaining effective learning environments.

B. When, in the opinion of the Certified Employee, a student's behavior poses an immediate threat to the health, safety, or welfare of others, an administrator or designee shall respond immediately to the situation.

C. When a student has been referred to an administrator in accordance with the guidelines and procedures established in collaboration, a conference between the administrator, the student, the parent or guardian whenever possible, and the Certified Employee will be scheduled by the administrator.

~~The District and the Association recognize the need for positive discipline for the good of the educational process. Therefore, the building administrators will work with the building staffs in handling disciplinary problems. This shall include the establishment of guidelines or procedures for dealing with both specific and general disciplinary problems at the building levels. members may remove students with disciplinary problems from the classroom and refer them to the building administrators who will determine the appropriate action.~~

~~2. If the member communicates to the administrator a desire to confer before the student is returned to the classroom, then the administrator shall make every reasonable effort to do so. If a conference cannot be held prior to the student being returned, the administrator will do so as soon as possible after the student's return.~~

~~C. The Safe Schools Task Force shall include at least a BEA representative, a member, and an administrator. The task force shall annually review and establish, if needed, procedures related to school safety and communication to members which will~~

ARTICLE 19

PERSONNEL RECORDS FILES

PERSONNEL FILES

- A. Certified Employees members shall have the right to examine their personnel files upon request during normal business hours and to obtain copies of any material therein. They may be accompanied by a representative of their choice or may authorize a representative to examine their personnel file and to obtain copies of material therein. Such authority shall be in writing, shall be signed and dated by the Certified Employee member and shall be submitted to the Superintendent or their designee administrator in charge of personnel.
- B. Any material of an unfavorable nature must be placed in the file within ten (10) working days of the final construction. It must be signed and dated by the Certified Employee member before being placed in the personnel file. Signing does not indicate agreement or disagreement, but rather receipt of the material. In the event of failure to sign, the material will be placed in the file with a statement that the Certified Employee member refused to sign it.
- C. A Certified Employee member may make a written statement relating to any evaluation, reprimand, charge, action or any matter placed in the Certified Employee's member's personnel file and such Certified Employee's member's statement shall be placed in the personnel file. Certified Employees members will have the right to place employment related documents in their personnel files.
- D. The personnel file shall contain all summative performance materials relevant to the Certified Employee's member's employment.
- E. All documents used as the basis for dismissal or nonrenewal must be in the Certified Employee's District personnel file.
- F. A Certified Employee member may request the removal of complaints and other documents, except findings of misconduct and imposition of discipline, after the document(s) have remained in the personnel file for three (3) years. The request shall be submitted to the Superintendent, who will shall have the final determination as to removal, within the limits of Oregon law. Any material removed from a Personnel File at the request of the Certified Employee shall be maintained in a separate file in Human Resources, and may not be reviewed by anyone other than the Superintendent, Human Resources Staff, and legal counsel without the approval of the Superintendent.

WORKING FILES

The parties recognize that a Certified Employee's supervisor may maintain a "working file." Materials in a working file that are considered in a summative evaluation or disciplinary action must be available for inspection by the Certified Employee or their representative, upon written request.

ARTICLE 22

NONDISCRIMINATION/ACADEMIC FREEDOM/PERSONAL FREEDOM/CRITICISM

A. Nondiscrimination

The Association and the District agree that they shall not discriminate against any **Certified Employee teacher** covered by this Agreement because of age, race, color, religion, sex, marital status, national origin, disability, or membership or non-membership in the Association. The District shall not engage in discrimination that infringes on employees' civil rights as defined by local, state, and/or federal law. **"Because of sex" includes, but is not limited to, because of pregnancy, childbirth, and related medical conditions or occurrences.**

B. Academic Freedom

1. **If a member's presentation of controversial material is criticized, or if books used, recommended or provided by a member are challenged as controversial, the member whose material is questioned will be told about the criticism. The member will have the opportunity to present his or her opinions about the material at any hearing, committee meeting or other review procedure scheduled to consider the material.**

2. **The District's Administrative Regulation entitled Studying Controversial Issues (INB-AR) will be used as the standard of review in the investigation and disposition of academic issues.**

This subsection (B2) will not be subject to arbitration under the provisions of Article 4 of this contract.

C. Personal Freedom

The personal life of a member is not an appropriate concern of the District so long as such personal life does not negatively influence the member's effectiveness in performance of professional responsibilities.

D. Criticism

Criticism of members and administrators shall be made in private.

E. Evaluation of Students

The member shall maintain the right and responsibility to determine grades and other evaluations of students. Provided that the member grades in accordance with District Policy and/or administrative rules of the State Board of Education, no grade or evaluation shall be changed without approval of the member, unless the member is not available and the District has made every reasonable effort to contact the member. In the event the District is required to contact the member and the District is unable to reach the member, either in person or by telephone, the District shall send a certified letter to the member's address on record with the District. The Principal can change the grade if there was a recording or calculation error.

If a student or parent disputes a final grade for a given term, and the Principal feels that change may be warranted, the dispute shall be considered by a committee from the school appointed by the Principal which includes the member assigning the grade along with other members and administrators. This committee's decision shall be final.

ARTICLE 23

ACADEMIC FREEDOM

B. Academic Freedom

Certified Employees may introduce controversial materials provided such presentations, discussions, and materials comply with District policy and are appropriate and relevant to course content and grade level, subject to accepted standards of professional responsibility. Additionally, Certified Employees will not be censured in responding to student questions regarding controversial topics, provided the response is within District policy and is appropriate and relevant to course content and grade level, subject to accepted standards of professional responsibility.

The District shall consult with Certified Employees regarding the selection of district-wide materials. Certified Employees are responsible, within accepted professional and content standards, for determining the supporting materials and methods used for day-to-day instruction, including differentiating instruction based on student needs.

1. If a Certified Employee's member's presentation of controversial material is criticized, or if books used, recommended, or provided by a Certified Employee member are challenged as controversial, the Certified Employee member whose material is questioned will be told about the criticism. The Certified Employee member will have the opportunity to present their rationale for the use of his or her opinions about the material(s) at any hearing, committee meeting, or other review procedure scheduled pursuant to District policy concerning review of controversial to consider the material.

2. The District's Administrative Regulation entitled Studying Controversial Issues (INB-AR) will be used as the standard of review in the investigation and disposition of academic issues.

This subsection (B2) will not be subject to arbitration under the provisions of Article 4 of this contract.

Certified Employees will not be subject to discipline for the content of a lesson when teaching as written: Oregon Department of Education-approved standards and curricula; District-adopted curricula; District-provided curriculum amendments, or; any other District-provided materials.

ARTICLE 24

PERSONAL FREEDOM

C. Personal Freedom

The personal life of a **Certified Employee member** is not an appropriate concern of the District so long as such personal life does not **violate ethical educator standards as determined by TSPC or district policies. negatively influence the member's effectiveness in performance of professional responsibilities.**

ARTICLE 25

CRITICISM

D. Criticism

Criticism of certified employees and administrators Any criticism of an employee by a supervisor, administrator, or other agent of the District shall be made in confidence, and all reasonable effort shall be made to avoid criticism in the presence of students, community members, other represented employees, and at public events.

Criticism of members and administrators shall be made in private.

ARTICLE 26

EVALUATION OF STUDENTS

E. Evaluation of Students

The **Certified Employees member** shall maintain the right and responsibility to **evaluate and assess students and** determine **final grades and other evaluations of students.** ~~Provided~~ that the **Certified Employee member** grades in accordance with District Policy and/or administrative rules of the State Board of Education. ~~;~~ ~~no~~ No grade or evaluation shall be changed without approval of the **Certified Employee member**, unless the **Certified Employee member** is not available and the District has made **a every** reasonable effort to contact the **Certified Employee member.** **The District shall first attempt to reach the Certified Employee of record for the course by email, phone call, or in-person contact.** In the event the **District is District is required to contact the member and the District is** unable to reach the **Certified Employee member, either in person or by email,** telephone, **or in-person contact,** the District shall send a certified letter to the member's address on record with the District. The Principal can change the grade if there was a recording or calculation error.

If a student, ~~or~~ parent, **guardian, or other caregiver** disputes a final grade and the Principal **and a Certified Employee do not agree on a resolution for a given term, feels that change may be warranted,** the dispute shall be considered by a committee. **The committee shall be from the school** appointed by the Principal **and Association Representative, with each appointing an equal number of committee members and one administrator appointed by the Superintendent. This committee may include the Certified Employee member** assigning the **disputed** grade, **if the Association elects to appoint them, along with other members, and administrators.** This committee's decision shall be final.